Terms of Service

1. Scope, subject matter

1.1 Mage Labs GmbH i.G., Altensteinstraße 40, 14195 Berlin (hereinafter "**Supplier**") offers a software service (hereinafter "**Mage**") which facilitates automated price dynamization for in-app purchases within mobile apps. The client (hereinafter "**Client**") is a mobile app developer intending to improve the pricing for his apps with Mage. In order to benefit from Mage, the Client is required to integrate a software development kit (hereinafter "**Mage SDK**") into his apps which is available in a GitHub repository and is an Application Programming Interface (hereinafter "**API**") through which data of the Client's customers using his app (hereinafter "**Customer Data**") is communicated to the Supplier for analyzation purposes.

1.2 The provisions set forth in these Terms of Service (hereinafter "**Agreement**"), including any schedules and annexes, exclusively govern the contractual relationship between the Supplier and the Client (hereinafter jointly: "**Parties**" or each separately: "**Party**") and the conditions under which Mage is provided to the Client. Differing or contrary terms shall not apply except if expressly agreed upon by the Parties in writing. The Mage SDK and any respective rights of the Client are governed by the open-source license under which the Mage SDK is available and therefore not part of this Agreement. The Agreement shall apply irrespective of whether the Supplier provides services against payment or free of charge.

2. Services provided by the Supplier

2.1 The Supplier provides Mage for access and use by the Client via a web application as a Software as a Service solution pursuant to the selected plan. Mage can be accessed under the URL https://app.getmage.io/. Mage particularly includes the followings functions:

    2.1.1 Mage Web Portal: The Client can log into his Mage Account (hereinafter "**Mage Account**") via his browser for the administration of his account settings, apps and products.

    2.1.2 Adding apps, product groups and products: Within the Mage Portal, the Client can manage his mobile apps, product groups and products subject to in-app purchases by adding and editing the app and the products. He can also set a default price, a minimum price for a product, as well as a price test split size for his app. Mage suggests new alternative prices for a product in order to enable the Client to create an initial product-specific price range (hereinafter "**Price Range**"). The Client can see all generated in-app purchase product IDs with prices and can add those in his app in iTunes Connect and/or Google Play Console. In case of Apple subscription products, the Client may need to create Subscription Groups inside iTunes Connect in order to prevent his users from switching to a different subscription price.

    2.1.3 Automated dynamic pricing: Once the Client has properly integrated the suiting SDK in his app and has set up the Price Range of a product by creating corresponding in-app purchases in the relevant app store(s), he can use Mage

to help optimize in-app purchase prices. When a Client's customer uses the app, Mage collects relevant Customer Data through the Mage SDK, analyzes it, and predicts enhanced prices (hereinafter "**Recommended Prices**"). To predict Recommended Prices, The Supplier may use collected Customer Data anonymized across Clients to enhance the prediction quality for all Clients of the Supplier. Recommended Prices are provided to the Client in his **Mage Account**. The Client can choose to accept or to deny a Recommended Price for the product. Mage will notify the Client once new Recommended Prices are available. Accepting recommendations will activate the new price for a product immediately for all new connecting devices (i.e., users of the Client's app who launch the app).

2.2 In order to use Mage, the Client has to follow the integration guide available at https://www.getmage.io/documentation/integration-guide.

2.3 Unless expressly agreed otherwise in writing, the service obligations of the Supplier do not, in particular, encompass the following:

2.3.1 Integration of the Mage SDK. Mage can only provide dynamic pricing if and to the extent the Client has correctly implemented and integrated the SDK in his mobile apps. The Supplier does not assume responsibility for the proper installation, integration or maintenance of the Mage SDK. The Mage SDK is available to the Client as a Repository on GitHub under the MIT license. The Mage SDK does not constitute a part of the Mage services, but a prerequisite to benefit from price dynamization by Mage. The Mage SDK is currently available for iOS, React Native and Android. Via the API feature of the Mage SDK, the Client can access individual functions of Mage via a technical interface and integrate them into his own mobile applications;

2.3.2 Subscription characteristics (e.g., product period, free introductory offer, discounted introductory offer as well as discounted introductory offer price) are currently not optimized but will be included in future product releases.

2.3.3 Individual extensions and adaptations of the functionality of Mage.

2.3.4 Fulfilment of any legal and regulatory requirements concerning the Client.

2.3.5 A specific revenue, margin, or sales uplift.

2.4 Loss in revenue margin or sales in some or all countries/user groups cannot be ruled out, especially in the learning period of Mage. Pricing optimization depends on several attributes as well as external factors, which are only partially under the control of the Supplier.

3. Characteristics (*Beschaffenheit*)

3.1 The Supplier shall provide Mage with the characteristics as agreed between the Parties in Sec. 2. The description of Mage contained in Sec. 2 is complete and exhaustive unless the parties have expressly agreed otherwise.

3.2 Unless the Parties expressly agree otherwise, representations with regard to Mage in public statements (in particular advertising) or statements by employees of the Supplier do not constitute information about the characteristics of Mage, unless the Supplier's

management has expressly confirmed such information in writing. The same applies to any guarantees given by the Supplier's employees prior to the conclusion of the Agreement.

3.3 The features of Mage may be improved and adapted to technical progress by the Supplier (hereinafter referred to as "**Ongoing Changes**"). The Supplier shall inform about Ongoing Changes with reasonable notice (usually two weeks before the respective Ongoing Change is to come into effect), in particular by e-mail, by release notes which can be viewed online, or within Mage. Should an Ongoing Change affect the Client's legitimate interests in such a way that the Client cannot reasonably be expected to continue the Agreement, the Client may terminate the Agreement as soon as the Ongoing Change comes into effect. If the Client does not terminate the Agreement, the Ongoing Change shall take effect as announced. The Supplier shall point this out when informing about the Ongoing Change. Under a free plan, the Supplier may adjust Mage at his reasonable discretion.

3.4 The Supplier shall use appropriate security technologies when providing Mage.

3.5 Under a free plan, the Supplier shall endeavour to provide Mage as uninterruptedly as possible. However, interruptions and failures of Mage may occur. A specific availability is not agreed upon.

The following applies to the extent Mage is provided under a paid plan:

3.5.1 The Supplier provides Mage with an availability of 97% per calendar month. The availability is calculated as follows: i) the time the Mage is available, divided by ii) the time in the respective calendar month minus the maintenance periods defined in Sec. 3.5.2

3.5.2 The Supplier may carry out regular maintenance work on Mondays and Tuesdays between 09:00 and 14:59 for a total of 2 hours per calendar month. The relevant time zone is UTC+1. During such maintenance work, the service may not be possible or partially impaired.

3.5.3 In regard to the Mage Account, the availability will be 95 % per calendar month. The availability is calculated as follows: i) the time the Mage Account is accessible, divided by ii) the time in the respective calendar month minus the maintenance periods defined in Sec. 3.5.4.

3.5.4 The Supplier may carry out regular maintenance work on Saturdays and Sundays between 00:00 and 23:59 for a total of 6 hours per calendar month. The relevant time zone is UTC+1. During such maintenance work, the use of the Mage Account may not be possible or partially impaired.

4. Client's rights of use

4.1 The Supplier grants the Client a simple, non-exclusive, non-transferable right to use Mage as described in Sec. 2.1 for the term of the Agreement, subject to the following provisions. The Client shall not modify, translate, decompile or create derivative works from Mage. Mandatory legal rights of the Client remain unaffected.

4.2   The Client shall not license, sell, lease, rent or otherwise make Mage available to third parties.

4.3   The Supplier may temporarily limit or suspend the Client's access (in particular user names and passwords) to Mage in order to prevent damage if and to the extent that there is probable cause that further use by the Client or a third party using the Client's access data would be in breach of the Agreement and could have a detrimental effect on Mage, other Clients or third party rights in such a way that immediate action is necessary to prevent damage. The Supplier shall notify the Client immediately of any such limitation or suspension. If circumstances permit, the Client will be informed in advance by e-mail. The Supplier shall limit the limitation or suspension in time and to an extent that is reasonable under the circumstances of the individual case.

4.4   If the Supplier implements new versions, upgrades or updates of the Software Services during the term of the Agreement, the above rights shall apply respectively. The Client is responsible for creating the technical prerequisites for the use of the available functions within his sphere of influence.

4.5   If the Supplier renders services under a plan against payment, the rights of use are granted under the condition that the Client has paid the agreed fee to the Supplier.

4.6   The Mage SDK constitutes an open-source software that is separate from Mage. Its use by the Client is governed by the license terms of the respective open source license.

5.   Remuneration

5.1   Unless the Client has selected a free plan, the remuneration owed by the Client to the Supplier for his services during the term of the Agreement consists of two components:

    5.1.1   A monthly flat fee corresponding to the paid plan selected by the Client;

    5.1.2   A monthly MTR-based commission. MTR refers to the Monthly Tracked Revenue. The value of the MTR is calculated on the basis of the total gross revenue generated by the Client with in-app purchases in the respective month of the term of the Agreement. The gross revenue is defined as revenue before any deduction of taxes, platform fees or any other discounts.

    The value of the applicable flat fee and of the commission are forth in **Schedule 1**. Schedule 1 is an integral part of the Agreement.

5.2   All amounts stated in Schedule 1 are excluding any applicable Value Added Tax unless explicitly stated otherwise. The current rate of statutory Value Added Tax shall be invoiced and paid in addition to all fees. The Supplier shall state the rate and amount of Value Added Tax separately on the invoice.

5.3   The Client is invoiced at the end of each month of the term of the Agreement. In principle, the Client is required to pay by credit card and will be charged when he is invoiced. In case the Parties agree on payment by bank transfer, the remuneration is due and payable at the latest within fourteen (14) days from the date of the invoice (due date). In any event, from this due date, default interest in the amount of nine (9) % above the respective base interest rate within the meaning of Sec. 247 German Civil

Code (BGB) p. a. shall accrue. The supplier reserves all rights to claim further damages for delay.

5.4 If the Client is in culpable default of payment, the Supplier's obligation to provide services shall be suspended unless such suspension would constitute a disproportionate measure for the Client, e.g., if the outstanding amount is relatively small. For the duration of the culpable default in payment, deadlines that the Supplier has undertaken to observe are interrupted or suspended.

6. Further obligations of the Client

6.1 The Client shall take all necessary and reasonable measures to prevent or limit damage caused by the use of the services offered by the Supplier. This also includes a regular backup of data that would be at risk if the services were not provided properly. Additionally, the Client shall define in-app purchases acting as fallbacks in case the service is disrupted.

6.2 The Client shall refrain from any action that is likely to impair the operation of Mage.

6.3 The Client is obliged to keep the login data for his Mage account confidential. He shall take the necessary precautions to prevent unauthorized third parties from accessing the login data. He must inform the Supplier immediately if there are any indications that login data is being used by unauthorized third parties.

6.4 The Client shall support the Supplier in providing the services to the extent necessary in each case. The Client shall in particular

- immediately notify the Supplier if services are not provided in accordance with the Agreement;

- provide the Supplier with all data, files, interfaces and other information relevant to Mage;

- provide the Supplier with all other information required for Mage.

6.5 The Supplier may, at his reasonable discretion, verify that Mage is used in accordance with the Agreement. The Client shall provide the Supplier on request with all information necessary for this purpose.

6.6 The Client shall bear the disadvantages and costs resulting from any breach of his obligations. If the Client is in default with regard to his obligations, the Supplier is entitled to suspend any services which, as a result, become impossible or require unreasonable effort. Further rights of the Supplier remain unaffected.

7. Rights regarding Client Content

7.1 If the Client adds content to Mage ("**Client Content**"), the Client grants the Supplier a transferable right free of charge to store, process and reproduce such content insofar as this is necessary to provide Mage.

7.2   The Client remains fully responsible for Client Content. The Supplier will not check any content - in particular, no app settings, products or prices - for completeness, correctness, legality, actuality, quality or suitability for a specific purpose.

7.3   The Client guarantees that he exclusively owns all rights to Client Content, or is otherwise entitled (e.g., by valid permission) to use and publish such content via Mage.

7.4   The Supplier reserves the right to reject Client Content and/or to edit, block or remove Client Content already posted or linked without prior notice if the posting or linking by the Client or the posted or linked Client Content itself violates contractual or legal provisions or if there are reasonable indications that a serious violation may occur.

8.   Confidentiality

8.1   The Parties undertake to treat all information of the respective other Party, in particular of a technical and economic nature, as well as its intentions, experience, knowledge, designs and documents, which become known in relation to the Agreement, as confidential vis-à-vis third parties, not to make such information accessible to third parties and to protect it from access by third parties. This obligation shall apply for the term of the Agreement and beyond until the information becomes public knowledge. Statutory obligations or binding court or official orders to disclose remain unaffected.

8.2   This obligation does not apply to such information, which was evidently already known to the Parties before its disclosure in relation to the Agreement, which was evidently independently compiled by them or otherwise legally obtained, or which is generally known or becomes generally known without violation of the Agreement.

9.   Data protection

9.1   Insofar as the services provided by the Supplier include the processing of personal data of the Client, both Parties shall comply with the applicable data protection laws.

9.2   Insofar as the Supplier, in order to provide his services under this Agreement, processes personal data on behalf of the Client (Art. 28 GDPR), the processing is governed by the data processing agreement between the Parties set forth in **Schedule 2**. Schedule 2 is an integral part of the Agreement.

10.   Rights In case of defects (*Gewährleistung*)

10.1   The Supplier warrants (*gewährleistet*) that the agreed quality of his services for the term of the Agreement and that Mage does not infringe any rights of third parties when used in accordance with the Agreement.

10.2   Minor deviations from the agreed quality of services or a minor impairment of their usability do not constitute a defect.

10.3   The Supplier shall remedy material and legal defects (*Sach- und Rechtsmängel*) in accordance with Sec. 10.5. applies with regard to damages resulting from defects. Strict liability for defects existing at the time of conclusion of the contract (Sect. 536a para. 1 of the German Civil Code (*BGB*)) is excluded.

10.4   In case of any breaches of obligations by the Supplier other than material or legal defects (*Sach- und Rechtsmängel*), the Client shall notify the Supplier in writing and set a reasonable period for the Supplier to properly perform the service or to remedy the situation in any other way. Sec. 11 shall apply to compensation for damages.

10.5   The Supplier shall remedy defects in Mage or other service components by either providing the Client with a new, defect-free version of Mage or other service or by remedying the defect, at the Supplier's own choice. The Supplier may also remedy the defect by showing the Client reasonable possibilities to avoid the effects of the defect. In the event of legal defects, the Supplier shall, at its own choice, either (i) procure for Clients the right to use Mage or other contractually owed services as agreed, or (ii) replace or modify Mage or other contractually owed services in such a way that the alleged defect is remedied, but Client's contractual use of services is not unreasonably impaired, or (iii) terminate the Agreement, refund any prepaid remuneration for the remaining period and pay damages in accordance with Sec. 11.

10.6   The Supplier will prioritize and process reported errors according to their urgency:

- Class 1: An urgent problem that leads to serious malfunctions; this error may result in Mage or a central part of it being unusable for the Client.

- Class 2: A problem that leads to significant restrictions with regard to important features of Mage.

- Class 3: A problem that affects Mage but does not impair its primary features.

- Class 4: All other problems.

10.7   Warranty claims (*Gewährleistungsansprüche*) are subject to a limitation period of one year, beginning with the provision of Mage or other services. If the Supplier improves or replaces Mage, parts thereof, or other service components, the limitation period for such improvement or replacement shall expire at the end of the limitation period for the originally provided Software Service or the originally provided other service.

10.8   There is no warranty (*Gewährleistung*)

10.8.1 insofar as Mage or other service components are provided for the purpose of testing or non-productive purposes;

10.8.2 insofar as the Client himself makes changes to Mage or further service components or arranges for changes to be made by third parties which are not permitted under the Agreement, unless the Client proves that these changes did not cause the relevant defect;

10.8.3 insofar as Mage or further service components are used for unintended purposes;

10.8.4 if the Client uses Mage in an environment that is not suitable to the system requirements of Mage.

10.9   To the extent Mage or other service components are provided free of charge, the legal warranty and liability provisions of Sections 599, 600 of the German Civil Code (BGB)

shall apply. In this case, the Agreement does not extend warranty and liability beyond statutory provisions.

11. Limitation of liability

11.1 The Supplier shall be liable only in accordance with the provisions set out under (a) to (e): (a) The Supplier shall be unrestrictedly liable for losses caused intentionally or with gross negligence by the Supplier. (b) The Supplier shall be unrestrictedly liable for death, personal injury or damage to health caused with intent or negligence by the Supplier. (c) The Supplier shall be liable for losses arising from the lack of any guaranteed characteristics (Sec. 443 German Civil Code (BGB)) up to the amount which is covered by the purpose of the guaranteed and which was foreseeable at the time the guarantee was given. (d) The Supplier shall be liable in accordance with the German Product Liability Act in the event of product liability. (e) The Supplier shall be liable for losses caused by the breach of its primary obligations (*Kardinalpflicht*). Primary obligations are such basic duties which form the essence of the contract, which were decisive for the conclusion of the contract and on the performance of which the parties may rely upon. If primary obligations are breached through simple negligence by the Supplier or its assistants in performance, then the Supplier's ensuing liability shall be limited to the amount which was foreseeable.

11.2 The Supplier shall be liable for loss of data only up to the amount of typical recovery costs that would have arisen had proper, sufficient and regular data backup measures been taken by the Client.

11.3 Any more extensive liability of the Supplier is excluded on the merits.

11.4 The provisions of this section shall also apply for the benefit of the Supplier's employees, representatives and assistants in performance to whom tasks or services have been assigned.

11.5 Claims for damages against the Supplier, as well as against his employees or assistants in performance, are in principle subject to a limitation period of one year after they arise and become time-barred after this year elapses. This does not apply to claims for damages (a) arising from intentional or grossly negligent breaches of duty or (b) resulting from injury to life, body or health, or (c) in the case of either fraudulent concealment of a defect or the provision of a guarantee of quality, or (d) under the German Product Liability Act (Produkthaftungsgesetz).

12. Term and termination

12.1 This Agreement enters into full force and effect upon the conclusion of the Agreement and shall remain in force for the duration of the initial term. The duration of the initial term shall be determined in Schedule 1. The Agreement shall, unless terminated by either Party prior to the expiration of this Agreement, be automatically renewed for successive periods, with each period equaling the duration of the initial term as set forth in Schedule 1. In case the initial term of the Agreement is less than two months, either Party may terminate the Agreement before the expiration of this Agreement without notice. If the initial term of this Agreement is between two and six months, the Agreement may be terminated by either Party upon one months' notice to the expiration of this Agreement. If the initial term of this Agreement is more than six months, the

Agreement may be terminated by either Party upon three months' notice to the expiration of this Agreement.

12.2 Apart from the provisions in Sec. 12.1, an ordinary termination of the Agreement is excluded. The right to an extraordinary termination for good cause shall remain unaffected.

13. Final provisions

13.1 In case individual provisions of this Agreement are ineffective or become ineffective or contain a gap, the remaining provisions shall remain unaffected. The Parties undertake to replace the ineffective provision by a legally permissible provision which comes closest to the commercial purpose of the ineffective provision.

13.2 The contract language is English. Any translations are for information only. If an English term in this Agreement refers to a German legal term, the legal meaning of the German term shall, in the event of a contradiction with an English legal term, prevail.

13.3 German law applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the German conflict of laws provisions do not apply.

13.4 If the Client is a merchant ("*Kaufmann*" in the sense of the German Commercial Code ("*HGB*")), a legal person under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract shall be at the Supplier's registered office.

13.5 The Client grants the Supplier the right to use the Clients' logo and name for advertising purposes.

13.6 The Client may not assign any rights or claims arising from the Agreement without the prior consent of the Supplier.

13.7 All notifications in connection with the Agreement shall be made in text form unless otherwise agreed.

Schedule 1
Remuneration and Plans

Schedule 1 – Remuneration and Plans

Start Up

If not stated or selected otherwise in the sign-up process,

- the duration of the initial term is one (1) month,
- the flat fee is 0,00 € per month, and
- 1 app can be added.

The Start Up plan is limited to 2,000 € MTR.

Growth

If not stated or selected otherwise in the sign-up process,

- the duration of the initial term is one (1) month,
- the flat fee is 20,00 € per month,
- the monthly commission shall be 0,4 % of the MTR for every 1.000€ MTR, and
- up to 4 apps can be added.

The Growth plan is limited to 100,000 € MTR.

Schedule 2: Data Processing Agreement

pursuant to Art. 28 GDPR

1.   Subject matter

1.1   Mage Labs GmbH i.G., Altensteinstraße 40, 14195 Berlin (hereinafter: "**Supplier**") and its client (hereinafter: "**Client**") have entered into an agreement (hereinafter: "**Main Agreement**") concerning the use of the dynamic-pricing software, provided on a Software-as-a-Service basis.

1.2   The performance of the Main Agreement may require the Supplier to deal with personal data with regard to which the Client acts as controller pursuant to Article 4 para. 7 of the General Data Protection Regulation (Regulation (EU) 2016/679, hereinafter: "**GDPR"**) (hereinafter: "**Client Data**").

1.3   This agreement specifies the mutual rights and obligations under data protection law between the Client and the Supplier (hereinafter jointly: "**Parties**" or each separately: "**Party**") in connection with the Supplier's dealing with Client Data while performing the Main Agreement.

2.   Scope of the commissioning

2.1   The Supplier shall process the Client Data on behalf and in accordance with the instructions of the Client pursuant to Art. 28 GDPR (Processing on Behalf). The Client remains the controller in terms of data protection law.

2.2   The processing of Client Data by the Supplier occurs, with regard to the subject-matter and duration of the processing, the nature and purpose of the processing as well as the types of personal data and the categories of data subjects, as specified in **Annex 1**.

2.3   Unless the specifications in **Annex 1** expressly state otherwise, the processing of Client Data by the Supplier shall, in principle, take place inside the European Union or another contracting state of the European Economic Area (EEA). The Supplier is nevertheless permitted to process Client Data in accordance with the provisions of this agreement outside the EEA if it informs the Client in advance about the place of data processing and if the requirements of Art. 44 to 48 GDPR are fulfilled or if an exception according to Art. 49 GDPR applies.

3.   Right of the Client to issue instructions

3.1   The Supplier processes the Client Data in accordance with the instructions of the Client unless the Supplier is legally required to do otherwise. In the latter case, the Supplier shall inform the Client of that legal requirement before processing, unless the law prohibits such information on important grounds of public interest.

3.2   The instructions of the Client are in principle conclusively stipulated and documented in the provisions of this agreement and the Main Agreement. Individual instructions which deviate from the stipulations of this agreement (or the Main Agreement) or which

impose additional requirements require the Supplier´s consent and shall be mutually concluded as an amendment to the Main Agreement, in which the instruction shall be documented and any additional costs incurred by the Supplier as a result thereof shall be borne by the Client.

3.3   The Supplier shall ensure that the Client Data is processed in accordance with the instructions given by the Client. If the Supplier believes that an instruction given by the Client infringes this agreement or applicable data protection law, it is after correspondingly informing the Client entitled to suspend the execution of the instruction until the Client confirms the instruction. The parties agree that the sole responsibility for the processing of the Client Data in accordance with the instructions lies with the Client.

4.   Legal Responsibility of the Client

4.1   The Client is solely responsible for the permissibility of the processing of the Client Data and for safeguarding the rights of data subjects in the relationship between the parties. Should third parties assert claims against the Supplier based on the processing of Client Data in accordance with this agreement, the Client shall indemnify the Supplier from all such claims upon first request.

4.2   The Client is responsible to provide the Supplier with the Client Data in time for the rendering of services according to the Main Agreement and it is responsible for the quality of the Client Data. The Client shall inform the Supplier immediately and comprehensively if, during the examination of the Supplier´s results, it finds errors or irregularities with regard to data protection provisions or the Client's instructions.

4.3   Upon request, the Client shall provide the Supplier with the information specified in Art. 30 para. 2 GDPR, insofar as it is not available to the Supplier itself.

4.4   If the Supplier is required to provide information to a governmental body or person on the processing of Client Data or to cooperate with these bodies in any other way, the Client is obliged at first request to assist the Supplier in providing such information and in fulfilling any other cooperation obligations.

5.   Requirements for personnel and systems

The Supplier shall commit all persons engaged in processing Client Data to confidentiality with respect to the processing of Client Data.

6.   Security of processing

6.1   The Supplier implements necessary, appropriate technical and organizational measures according to Art. 32 GDPR, taking into account the state of the art, the implementation costs and the nature, scope, context and purposes of the processing of Client Data, as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects, in order to ensure a level of protection of Client Data appropriate to the risk. A catalog of current technical and organizational measures results from **Annex 2**.

6.2   The Supplier shall have the right to modify technical and organizational measures during the term of the agreement, as long as they continue to comply with the statutory requirements.

7.   Engagement of further processors

7.1   The Client hereby grants the Supplier general permission to involve further processors with regard to the processing of Client data. The additional processors consulted at the time of the conclusion of the contract are listed in Annex 3. Contractual relationships with service providers which involve the testing or maintenance of data processing procedures or systems by other bodies or other ancillary services are generally not subject to approval, even if access to Client data cannot be excluded, as long as the Supplier makes appropriate arrangements to protect the confidentiality of Client data.

7.2   The Supplier shall notify the Client of any intended changes in relation to the engagement or replacement of further processors. In individual cases, the Client has the right to object to the engagement of a potential further processor. An objection may only be raised by the Client for important reasons which have to be proven to the Supplier. Insofar as the Client does not object within 14 days after receiving the notification, its right to object to the corresponding engagement lapses. If the Client objects, the Supplier is entitled to terminate the Main Agreement and this agreement with a notice period of 14 days.

7.3   The agreement between the Supplier and the further processor must impose the same obligations on the latter as those incumbent upon the Supplier under this agreement. The parties agree that this requirement is fulfilled if the agreement between the Supplier and the further processor has a level of protection corresponding to this agreement, respectively if the obligations laid down in Art. 28 para. 3 GDPR are imposed on the further processor.

7.4   Subject to compliance with the requirements of Section 2.3 of this agreement, the provisions of this Section 7 shall also apply if a further processor in a third country is involved. The Client hereby authorizes the Supplier to conclude an agreement with another processor on behalf of the Client based on the standard contractual clauses for the transfer of personal data to processors in third countries pursuant to the decision of the European Commission of February 5th in 2010. The Client declares its willingness to cooperate in fulfilling the requirements of Art. 49 GDPR to the extent necessary.

8.   Data subjects´ rights

8.1   The Supplier shall support the Client within reason by virtue of technical and organizational measures in fulfilling the latter´s obligation to respond to requests for exercising data subjects´ rights.

8.2   As far as a data subject submits a request for the exercise of his or her rights directly to the Supplier, the Supplier will forward this request to the Client in a timely manner.

8.3   The Supplier shall inform the Client of any information relating to the stored Client Data, about the recipients of Client Data to which the Supplier discloses Client Data in accordance with the Client's instructions and about the purpose of storage, as far as

the Client does not have this information at its disposal and as far as it is not able to collect it itself.

8.4   The Supplier shall, to the extent reasonable and necessary in return for reimbursement of proven expenses and costs, enable the Client to correct, delete or restrict the further processing of Client Data, or at the instruction of the Client correct, block or restrict further processing itself, if and to the extent that this is impossible for the Client.

8.5   Insofar as the data subject has a right to data portability vis-à-vis the Client in respect of the Client Data pursuant to Art. 20 GDPR, the Supplier shall support the Client to the extent reasonable and necessary in return for reimbursement of proven expenses and costs in providing the Client Data in a structured, commonly used and machine-readable format, if the Client is unable to obtain the data elsewhere.

9.   Notification and support obligations of the Supplier

9.1   Insofar as the Client has a statutory notification obligation due to a breach of Client Data (in particular pursuant to Art. 33, 34 GDPR), the Supplier shall inform the Client in a timely manner of any reportable events in its area of responsibility. The Supplier shall assist the Client in fulfilling the notification obligations at the latter´s request to the extent reasonable and necessary in return for reimbursement of proven expenses and costs.

9.2   The Supplier shall assist the Client, to the extent reasonable and necessary in return for reimbursement of proven expenses and costs, with data protection impact assessments to be carried out by the Client and, if necessary, subsequent consultations with the supervisory authority pursuant to Art. 35, 36 GDPR.

10.   Deletion and return of Client Data

10.1   The Supplier shall delete the Client Data upon termination of this agreement unless the Supplier is obligated by law or contract to further store the Client Data.

10.2   The Supplier may keep documentations, which serve as evidence of the orderly and accurate processing of Client Data, even after the termination of this agreement.

11.   Evidence and audits

11.1   The Supplier shall provide the Client, at the latter´s request, with all information required and available to the Supplier to prove compliance with its obligations under this agreement.

11.2   The Client shall be entitled to audit the Supplier with regard to compliance with the provisions of this agreement, in particular the implementation of the technical and organizational measures; this includes inspections.

11.3   In order to carry out inspections in accordance with Section 11.2, the Client is entitled to access the business premises of the Supplier in which Client Data is processed within the usual business hours (Mondays to Fridays from 10 a.m. to 6 p.m.) after timely advance notification in accordance with Section 11.5 at its own expense, without

disruption of the course of business and under strict secrecy of the Supplier´s business and trade secrets.

11.4 The Supplier is entitled, at its own discretion and taking into account the legal obligations of the Client, not to disclose information which is sensitive with regard to the Supplier´s business or if the Supplier would be in breach of statutory or other contractual provisions as a result of its disclosure. The Client is not entitled to get access to data or information about the Supplier´s other Clients, cost information, quality control and contract management reports, or any other confidential data of the Supplier that is not directly relevant for the agreed audit purposes.

11.5 The Client shall inform the Supplier in good time (usually at least two weeks in advance) of all circumstances relating to the performance of the audit. The Client may carry out one audit per calendar year. Further audits are carried out against reimbursement of the costs and after consultation with the Supplier.

11.6 If the Client commissions a third party to carry out the audit, the Client shall obligate the third party in writing the same way as the Client is obliged vis-à-vis the Supplier according to this Section 11 of this agreement. In addition, the Client shall obligate the third party to maintain secrecy and confidentiality, unless the third party is subject to a professional obligation of secrecy. At the request of the Supplier, the Client shall immediately provide the commitment agreements with the third party. The Client may not commission any of the Supplier´s competitors to carry out the audit.

11.7 At the discretion of the Supplier, proof of compliance with the obligations under this agreement may be provided, instead of an inspection, by submitting an appropriate, current confirmation or report from an independent entity (e.g., auditor, audit department, data protection officer, IT security department, data protection auditors or quality auditors) or a suitable certification by IT security or data protection audit – e.g. according to BSI-Grundschutz – ("audit report"), if the audit report enables the Client in an appropriate manner to convince itself of compliance with the contractual obligations.

12. Contract term and termination

The term and termination of this agreement shall be governed by the term and termination provisions of the Main Agreement. A termination of the Main Agreement automatically results in termination of this agreement. An isolated termination of this agreement is excluded.

13. Liability

13.1 The Supplier´s liability under this agreement shall be governed by the disclaimers and limitations of liability provided in the Main Agreement. As far as third parties assert claims against the Supplier, which are caused by the Client´s culpable breach of this agreement or one of its obligations as the controller in terms of data protection law, the Client shall upon first request indemnify the Supplier from these claims.

13.2 The Client undertakes to indemnify the Supplier upon first request against all possible fines imposed on the Supplier corresponding to the Client´s part of responsibility for the infringement sanctioned by the fine.

14. Final provisions

14.1 In case individual provisions of this agreement are ineffective or become ineffective or contain a gap, the remaining provisions shall remain unaffected. The Parties undertake to replace the ineffective provision by a legally permissible provision that comes closest to the purpose of the ineffective provision, and that thereby satisfies the requirements of Art. 28 GDPR.

14.2 In case of conflicts between this agreement and other arrangements between the Parties, in particular the Main Agreement, the provisions of this agreement shall prevail.

14.3 German law applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the German conflict of laws provisions do not apply.

14.4 If the Client is a merchant ("*Kaufmann*" in the sense of the German Commercial Code ("*HGB*")), a legal person under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract shall be at the Supplier's registered office.

Annex 1: Subject-matter and duration of the processing, nature and purpose of the processing, types of personal data and categories of data subjects

Annex 2: Catalogue of technical and organizational measures

Annex 3: Further Processors

Annex 1:   Subject-matter and duration of the processing, nature and purpose of the processing, types of personal data and categories of data subjects

1.   Subject-matter and duration of the processing

Subject matter and duration of the processing are governed by the Main Agreement.

2.   Nature and purpose of the processing

Analysis of the Client's customer data in order to classify a customer's willingness to pay and dynamically suggest a price to the Client.

3.   Types of personal data

- App Name

- App Version

- Build Number

- Bundle Id

- Country Code

- Country Id

- Currency Code

- Device Brand

- Device Id

- Device Model

- Device Type

- In-App Purchase Id

- Is Emulator (information on whether real device or testing as a developer in emulator)

- Is Production (information on whether data is test flagged for developing)

- Is Strict (information on whether data is test flagged for developing)

- Platform

- Store Code

- System Name

- System Version

- Time

- Time Zone

- Time Zone Code

- […]

4.   Categories of data subjects

Customers who use the Client's mobile app.

Annex 2:   Catalogue of technical and organizational measures

Confidentiality	**Controlled entrance**
	The Supplier shall ensure that unauthorized persons do not have access to the rooms in which the Supplier or other Suppliers operate computer systems. In particular, only companies that fully comply with the industry-wide security standard ISO 27001:2013: shall be contracted to perform the hosting services.
	Controlled access
	The Supplier shall ensure that unauthorized persons do not have access to his computer equipment by the following methods:
	• Use of the lowest possible permissions for users and programmatic access keys ("Principle of Least Privilege") • Regular checking and documentation of accounts and access authorizations, at least every 90 days. • Use of user-specific login passwords • Regular password changes, passwords with a high security level • Automatic and manual desktop lock
	Controlled authorization
	The Supplier shall ensure that persons with access to its computer systems have access to the personal data only to the extent of their authorization, by the following methods:
	• Central user administration • Central password assignment • Use of multi-factor authentication methods for all systems with access to personal data • Use of the lowest possible permissions for users and programmatic access keys ("Principle of Least Privilege") • Regular checking and documentation of accounts and access authorizations, at least every 90 days. • Regular password changes, passwords with a high security level • Administration of authorizations by administrators • Limited number of administrators
	Controlled forwarding
	The Supplier shall use the following methods to ensure that the personal data cannot be read or changed by unauthorised persons when they are passed on:

	• End-to-end encryption of all transmission of personal data • Encryption of stored data carriers ("at rest"), which receive personal data • Logging of accesses, if possible
Integrity	The Supplier shall ensure that personal data cannot be changed by unauthorized persons: • Use of read-only access methods, if possible • Logging of changes and configuration adjustments, if possible
Availability	The Supplier shall ensure the availability of the personal data by the following methods: • Ensuring sufficient memory, line and processor capacity • Separation of production and backup systems on a technical and structural level • Hosting exclusively with service providers that meet the industry-wide security standard ISO 27001:2013 • Securing power supply • Fire protection • Temperature monitoring in any server rooms
Review, assessment and evaluation	The Supplier shall subject the technical and organizational measures to regular review, assessment and evaluation, in particular by means of the following measures: • Annual overall review of the effectiveness and timeliness of the measures taken • Checking and documentation of user and access rights of all systems accessing personal data at least every 90 days

Schedule 2
Data Processing Agreement

Annex 3: Further Processors

Further processors	Subject matter of processing
Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855, Luxembourg	Server Hosting in data centers within the EU