

General Terms and Conditions of AZ Direct GmbH for Data Supply Services – Project 'UDACITY'

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Valid from: 25.05.2018

A) Introduction part

I. Scope of application

1. AZ Direct GmbH (hereinafter "AZ") provides the services listed under A) II "Scope of services" exclusively in accordance with the following General Terms and Conditions ("GTC"), which the Customer acknowledges by placing the order or by accepting a service.

2. They shall also apply to all future transactions with the Customer in the version valid at the time the order is placed.

3. The validity of deviating and supplementary terms and conditions of the Customer is excluded, even if AZ does not expressly object to them.

4. The following GTC of AZ apply exclusively to companies, charitable organizations, legal entities under public law and special funds under public law.

5. If AZ provides services in the area of List Broking, the General Terms and Conditions of AZ for list broking with advertisers shall apply. Insofar as AZ provides services in the area of production and processing of advertising materials, AZ's General Terms and Conditions of Business for the production and processing of advertising materials apply.

II. Scope of services

1. AZ offers a wide range of services for providing addresses and data and for carrying out all forms of direct marketing. The services inter alia include address delivery, e-mail marketing, display advertising, data delivery, data processing in the area of address collection, address matching, address validation, address updating and address confirmation, data mining, lead generation, consulting and project management services, search engine marketing, social media marketing, creation and operation of websites, mobile marketing and video marketing.

2. The special provisions of the data supply services are described in more detail in Part B) of the GTC, and the general provisions, which apply equally to the provision of all services, in Part C) of the GTC.

B) Special provisions Data Supply

1. AZ offers services in the area of address enhancement and data delivery. "Data" in the sense of these GTC are: so-called hard information on an address (e.g. telephone number, year of birth for a private address and e.g. telephone number, year of foundation, industry for a company address); statistical information (e.g. derivation of an age from a first name analysis and explicitly for a company address e.g. sales class, employee class) on an address; hard information on the location (e.g. federal territory, federal state, street) and statistical information (e.g. number of households in a street) regarding the location.

2. AZ supplies data in the following areas of use:

(i) Address enrichment with data: AZ enriches addresses provided by the Customer with AZ data (self-searched and/or licensed data) and makes these available to the Customer again.

(ii) Data delivery: AZ delivers a data file generated by AZ (self-searched and/or licensed data) to the Customer for its use, as described in detail in the offer / these GTC.

3. Unless otherwise provided in the offer or in these GTC, AZ retains ownership, copyright or related property rights and/or rights of use to the data supplied and made available to the Customer by AZ.

4. The Customer may only use the data supplied and made available by AZ for the purposes stipulated in the contract. The Customer is responsible for the legal admissibility of its use of the data. After the agreed use, the Customer must immediately destroy or delete the data completely. Upon request, the Customer must immediately confirm this in writing to AZ. The Customer is not authorized to transfer or sell the data provided or data derived therefrom to third parties in whole or in part, in the original or in copies.

5. AZ is entitled to check compliance with the above restrictions of use or specifications in accordance with B) IV.2. to 4. by using control data.

6. AZ updates its data at the regular intervals customary in the industry.

7. In addition to B) IV.6., AZ accepts no liability for the currentness of its addresses.

8. AZ compiles the data on offer on the basis of statistical evaluations of data substances and on the basis of information provided by third parties. AZ processes the data substances to the best of its knowledge and belief. Since statistical evaluations always imply an error rate, AZ can only provide and adhere to error-free delivery within the scope of what is customary in the industry. The same also applies to information provided by third parties.

9. As the data stocks held by AZ are subject to constant change, there may be positive or negative deviations within the scope of the offer to supply a data file between the number of data volume to be supplied on which the order confirmation is based and the data volume made available during the actual execution of the order within the scope of data file delivery. Exceeding or falling below a maximum of 10% does not constitute a defect in the data file supplied within the meaning of Section C) VI. "Customer's rights in the event of defects, obligation to inspect". Overruns or underruns are only taken into account in the remuneration if they represent a deviation of more than 5% from the amount of data listed in the offer.

10. In contrast to the delivery of a data file, AZ does not promise the delivery of a certain amount of data as part of address enhancement. The addresses supplied by the customer are processed and, as far as possible, enriched with data.

11. If the addresses supplied by AZ are used by the Customer in violation of these GTC, in particular the provisions under B) IV.3. to 9., the Customer is obliged to pay AZ a contractual penalty amounting to ten times the amount of the remuneration for the order from which the data used originates.

12. The submission of the documents for the use of a control date is sufficient proof that the data was used in breach of contract by the customer. AZ reserves the right to assert further claims for damages.

13. AZ points out to the Customer that unsolicited telephone advertising campaigns are not permitted in relation to consumers. The provision of telephone numbers by AZ does not replace the consent of the respective consumer. In this respect, the Customer bears the risk of a warning letter and further legal consequences and indemnifies AZ internally from all claims of third parties.

C) General Provisions

The following general provisions apply in addition to the provisions in A) and B) for all services provided by AZ. In the event of deviations, the special provisions in B) shall prevail.

I. Conclusion of a Contract

1. Offers by AZ are subject to confirmation.
2. An order signed by the Customer is a binding offer that AZ can accept within two weeks of receipt by AZ by means of an order confirmation, by letter or e-mail or by providing the service.
3. A contract between the parties is concluded by AZ's order confirmation or by AZ's execution of the order and is based exclusively on the content of the order confirmation (if issued) and these GTC. Verbal agreements or promises require written confirmation to be effective.
4. AZ does not grant the Customer any rights of use to the offer documents prepared by AZ (in particular illustrations, text proposals, etc.). The Customer also may not make them accessible to third parties, but must return them to AZ immediately upon request.
5. If AZ is to use the services of third parties for the provision of its services according to the instructions of the Customer, the Customer is responsible for the granting of the rights of use to AZ by the third party necessary for the fulfilment of the order.
6. If, according to the agreement of the parties, addresses and data of third parties which were not yet licensed by AZ at the time the agreement was concluded, the agreement between AZ and the Customer is subject to the condition precedent that the third party agrees to the corresponding use.

II. Obligations of the Customer

1. The Customer shall support AZ to the required extent and in the provision of its services. In particular, it shall provide AZ in good time with all information, materials, data and documents required for the provision of services (hereinafter referred to as "Provided Materials").
2. AZ is entitled to process the Provided Materials by the Customer and to make changes thereto, insofar as this is necessary for the provision of the contractual services and does not infringe the rights of the Customer or is not unreasonable for the Customer.
3. AZ is not obliged to inspect the Provided Materials by the Customer. The Customer guarantees AZ that the Provided Materials do not violate any legal provisions or the rights of third parties.
4. The Customer must in advance check the legality of all information, data, files, contents and other materials necessary for carrying out the advertising, including links of the advertising material to other websites (together "Advertising Material"), which he makes available to AZ for the performance of its services. The Customer is solely responsible for the legality of the Advertising Material; this does not apply to the degree they have been processed by AZ.
5. The Customer is obliged to ensure that the purpose, content and design of the advertising material and the target pages to which the respective advertising material refers do not in any way infringe the rights of third parties, in particular no trademark, patent or copyright rights. This also refers to the fact that it owns the rights of use necessary for the intended exploitation of the Advertising Material intended for publication and made

available. The Customer shall also ensure and assure that it is entitled to use any links to other content integrated in its Advertising Material.

6. Furthermore, the Customer is obliged to ensure that the purpose, content and design of the Advertising Material and the target pages to which the respective Advertising Material refers comply with all applicable legal provisions including copyright, trademark, competition and criminal law as well as the special regulations for certain professions (lawyers, doctors, pharmacists, etc.) and product groups (pharmaceuticals, remedies, etc.) and do not violate official orders. In particular (without claim to completeness) the Customer is informed about the following legal regulations: Prohibition of unfair and misleading business activities (§§ 3, 5 UWG), §§ 1 and 2 of the Price Information Ordinance (PAngV), § 5 Telemediengesetz (TMG), Telekommunikationsgesetz (TKG), Rundfunkstaatsvertrag (RStV), Jugendmedienschutz-Staatsvertrag (JMStV), Energieverbrauchskennzeichnungsgesetz (EnVKG) and Energieverbrauchskennzeichnungsverordnung (EnVKV). The Customer must report infringing Advertising Material to AZ immediately after becoming aware of it and must arrange for everything necessary for the correction.

7. With regard to the Provided Materials in accordance with C) II. 1. to 3. and Advertising Material in accordance with C) II. 4. to 6. the Customer exempts AZ comprehensively and including the reasonable costs of legal defense from any claims by third parties in this regard. This also applies with regard to valid declarations of consent with regard to address data insofar as the Customer provides AZ with addresses and databases. The aforementioned obligations of the Customer do not apply with regard to changes to the Provided Materials and Advertising Materials provided by AZ.

8. AZ reserves the right to refuse or interrupt the placement or delivery of Advertising Material if there are indications that the Advertising Media or the target pages to which the respective Advertising Material refers violate the regulations under C) II. 3. to 6. or the placement or delivery do not correspond to legitimate interests of the operators of the marketed websites (marketing partners) or of AZ, or the delivery of the Advertising Material is unreasonable for AZ or the marketing partner due to their content, origin or technical quality on the basis of uniform and objectively justified principles. This also applies if the relevant Advertising Material has already been placed. AZ shall immediately notify the Customer of the non-publication of the Advertising Material, stating the reasons. In the event of a final refusal to place these Advertising Material, AZ's claim for remuneration will be reduced by the expenses saved as a result.

9. There is no obligation for AZ to check in advance with regard to the Advertising Material and/or links originating from Advertising Material (web URL) including the link contents. Any checks by AZ do not release the Customer from its responsibility for the Advertising Material and/or outgoing links (web URL) of Advertising Material including the link contents.

10. Insofar as systems of the Customer (e.g. website) are affected by the provision of services, the Customer shall immediately notify AZ of any malfunction that may occur, including a precise description of the respective form of appearance.

III. Prices, Payment

1. If the contracting parties have not agreed on a certain price, the price shall be determined according to AZ's price list valid at the time of conclusion of the contract.
2. All prices quoted by AZ are in EURO plus the applicable statutory value-added tax. Any packaging, shipping or other costs incurred will be charged separately.
3. Unless otherwise agreed, invoices from AZ are due for payment upon receipt by the Customer.

4. If the Customer defaults on payment, AZ shall be entitled to demand default interest in the amount of 9% p.a. above the base interest rate. In addition, AZ is also entitled to demand higher interest for another legal reason or to claim further damage.

5. If the Customer defaults in payment or if AZ becomes aware of the risk of insufficient, culpably caused solvency on the part of the Customer after conclusion of the contract, AZ is entitled to withhold further services and to invoice all further services already rendered.

6. If an application for the opening of insolvency proceedings is filed against the Customer, AZ is entitled to withhold any further services, to invoice all further services already rendered and to make the provision of further services dependent on advance payment of the remuneration incurred for such services.

7. The customer is not entitled to withhold payments due to counterclaims or to offset them against counterclaims, unless the counterclaims are undisputed or have been legally established.

IV. Delivery Periods and Dates

1. Agreed dates and deadlines shall only be binding if they have been confirmed in writing by AZ and the Customer has provided AZ in good time with all information and documents required for the performance of the service in accordance with the agreements made and paid any agreed down payments in accordance with the agreement. Agreed periods shall commence on the date of order confirmation. In the event of additional or extension orders placed at a later date, the periods shall be extended accordingly.

2. All services offered on the internet may be affected in particular by technical circumstances such as line and/or connection failures, transmission errors, network failures, hardware and software errors as well as third-party influences for which AZ is not responsible (e.g. by viruses or hacker attacks, etc.). The parties therefore agree that interruptions and/or disruptions in the provision of services based on such causes, for which AZ is not responsible, do not give rise to any rights of the Customer.

3. Unforeseeable, unavoidable events of force majeure beyond AZ's control and for which AZ is not responsible, such as war, acts of terrorism, natural disasters, fire, sabotage, official orders or industrial disputes release AZ from its obligation to deliver or perform on time for their duration. Agreed periods shall be extended by the duration of the disruption. AZ will inform the Customer of the occurrence of the disruption in an appropriate manner. If the end of the disruption cannot be foreseen or if it lasts longer than three months, each party is entitled to terminate the contract extraordinarily or to revoke it. This also applies if service performance is no longer possible after prevention has ceased (e.g. because the booked placements have already been booked by another Customer).

4. If AZ's performance is delayed, the Customer shall only be entitled to withdraw from the contract if AZ is responsible for the delay and a reasonable deadline set by the Customer for performance has elapsed without success.

5. If there are delays in the provision of services for which the customer is responsible, for example due to subsequent requests for changes or delayed provision of information, the delivery may be postponed beyond the delay period. In this case, AZ is not obliged to provide the correspondingly delayed services as a matter of priority.

V. Shipping and Dispatch

1. Unless otherwise agreed, the place of performance shall be AZ's place of business.

2. If AZ assumes responsibility for the transmission of the service results at the request of the Customer, the risk of accidental loss and accidental deterioration of the service results shall pass to the Customer at the time at

which these leave AZ or are sent by AZ - also in the case of dispatch by e-mail. If dispatch is delayed by the Customer, the risk is transferred from AZ to the Customer upon notification of readiness for dispatch. In all other cases, the risk shall pass to the customer at the latest upon acceptance.

3. The Customer must examine the service results immediately after handover respectively transmission and, subject to any other written agreement between the parties, declare acceptance to AZ in writing within one week, unless acceptance is excluded due to the nature of the work. If the aforementioned period expires without a corresponding declaration by the customer, the service result shall be deemed to have been accepted. If the Customer unconditionally demands the use of a work result (e.g. activation of a website), the start of use shall be deemed to be the declaration of acceptance.

4. From the third correction loop onwards, requests for changes specified by the Customer will be invoiced at the agreed prices for the corresponding service. In the event of changes to the briefing by the Customer and newly added services, the additional costs incurred will be calculated by AZ and sent as a supplementary offer to the Customer for approval.

VI. Retention of title, rights of use

1. The performance results remain in the sole property of and under the exclusive title of AZ until full payment of AZ's claims from the respective order.

2. AZ is entitled to all copyrighted usage and ancillary copyrights to the service results and work results prepared by AZ within the scope of the fulfilment of its contractual obligations, unless these GTC provide otherwise or the parties expressly stipulate otherwise.

VII. Customer's Rights in the Event of Defects, Duty of Inspection

1. AZ does not guarantee the quality of its deliveries and services to the Customer, unless otherwise stipulated in these GTC.

2. Information in catalogues, price lists and other information material provided to the Customer by AZ do not contain any guarantees for a particular quality of the deliveries and services to be provided.

3. The customer's rights in the event of defects in deliveries and services require the customer to give notification in writing of any recognizable defects immediately, but no later than 14 calendar days after delivery or handover. The Customer must notify AZ in writing of any hidden defects immediately after they are discovered. In doing so, the customer has to indicate the defects with a concrete description of the appearance(s) with references to any error messages that may have appeared. In the event of any notification of defects, AZ is entitled to examine the corresponding deliveries and services. The Customer shall grant AZ the necessary time and opportunity to do so.

4. At its own discretion, AZ shall remedy defects by eliminating the defect free of charge for the Customer or by supplying partial or completely new deliveries and services as a substitute. The Customer shall grant AZ the time and opportunity necessary for this. If subsequent performance fails, if it is unreasonable for the Customer or if AZ has refused to perform due to disproportionate costs, the Customer may, at its discretion, revoke the contract in accordance with the statutory provisions, reduce the purchase price and claim damages or reimbursement of its expenses.

5. Rights of the Customer in the event of defects shall be excluded if defects occur for reasons caused by the Customer.

6. AZ shall assume the material, shipping, labour and other expenses incurred for the purpose of subsequent performance.

7. The limitation period for the rights of the Customer due to defects is 12 months from delivery respectively handover of the deliveries and services to the Customer. The statutory limitation periods shall remain in force for claims for damages by the customer for reasons other than defects in the deliveries and services as well as with regard to its rights in the event of fraudulently concealed defects or defects caused intentionally.

VIII. Confidentiality

1. The content of the contractual conditions agreed by the parties in each individual case, information and documents provided to one another and all other confidential information (hereinafter "Information") shall be treated as strictly confidential by the Customer and may neither be disclosed to third parties nor passed on to third parties nor used by the Customer for purposes other than those directly connected with the fulfilment of the contractual obligations of the Customer.

2. The Customer is obliged to ensure that all his employees are obliged to maintain secrecy within the scope of the above provision.

3. The obligation of the Customer to maintain confidentiality does not apply if (i) the Information is demonstrably known in general or to the Customer or otherwise becomes generally known before conclusion of the contract without the Customer being responsible for this, (ii) the Information was made available to the Customer by third parties on a non-confidential basis, unless the Customer was aware that this third party in turn violated an obligation of confidentiality with AZ by passing it on, (iii) the Customer is legally obliged to disclose the Information in judicial, official or other proceedings.

4. The confidentiality obligation extends for three years beyond the termination of the contractual cooperation between the parties.

IX. Data Privacy

1. AZ observes the relevant data protection regulations in relation to the Customer.

2. In particular, AZ points out to the Customer that personal addresses and data may only be processed in accordance with the provisions of the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG). The Customer must ensure compliance with all applicable legal provisions.

X. Damages and limitation of liability

1. AZ is liable without limitation for intent and gross negligence.

2. In the event of slight negligence, AZ shall only be liable in the event of a breach of cardinal obligations. Cardinal obligations are such obligations, the fulfilment of which is essential for the proper execution of the contract and compliance with which the contractual partner regularly relies and may rely upon. In these cases, AZ's liability is limited to foreseeable, typical and direct damage. AZ is not liable for the slightly negligent breach of insignificant obligations in the contractual relationship with the Customer.

3. The above limitations of liability shall not apply in cases of mandatory statutory liability (in particular under the Product Liability Act), in the event that AZ assumes a guarantee or in the event of injury to life, body or health.

4. The Customer is obliged to take appropriate measures to prevent and mitigate damage. In particular, he must ensure that he has also stored the addresses and data provided to AZ in other ways.

XI. Final provisions

1. Amendments and supplements to the contract and/or these GTC as well as ancillary agreements must be made in writing. This also applies to an amendment of this written form requirement.

2. The invalidity of individual provisions of these GTC shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the legal and economic purpose of the invalid provision.

3. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Gütersloh. This also applies if the Customer has no general place of jurisdiction in the Federal Republic of Germany or has moved his usual place of residence abroad after conclusion of the contract. However, AZ is entitled to sue the Customer at any other legal venue under applicable law.

4. The law of the Federal Republic of Germany shall apply.