General Terms and Conditions of Facelift brand building technologies GmbH

These terms and conditions are applicable for contracts concerning the use of Facelift Cloud and quintly by Facelift.

They include the following parts:

Part I – General provisions

Part II – Service Level Agreement

Part III – Provisions for additional services

Part IV – Custom services

Part V – Data Processing Agreement (DPA)

The provisions in Parts II to V take precedence over those in Part I to the extent they are conflicting.

Part I – General provisions

1. General matters and conclusion of contract

1.1. These General Terms and Conditions are applicable to contracts about the use of Facelift Cloud and quintly by Facelift (in the following parts I – IV referred to together as "Facelift Cloud") and the related services offered by Facelift as a company. Facelift's offer exclusively aims at professionals within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

1.2. Deviating, contradictory, or supplementary terms and conditions of the Customer are, even in case of Facelift's knowledge, not part of the contract, unless Facelift and the Customer have expressly consented to their validity. Facelift's General Terms and Conditions also apply when Facelift provides the service without reservation despite being aware that the Customer has additional or conflicting terms and conditions.

1.3. Facelift's offer is non-binding and might be subject to change. If the Customer accepts Facelift's offer, then in legal terms, he makes Facelift an offer to conclude a corresponding contract. The Customer is bound to his offer for a period of two weeks. During this period, Facelift can either accept or reject the Customer's offer. Facelift accepts the Customer's offer by making Facelift Cloud available for use, or via written notice.

1.4. Any change in the Customer's name, address, or legal form after conclusion of the contract must be notified to Facelift without delay. The Customer is not entitled to ask Facelift for any invoice correction if the invoice was issued incorrectly due to the Customer's failure to update his data.

1.5. As a quality of Facelift Cloud, only those details are considered as agreed, which are specified in the offer or contract. Any deviating statements, claims or advertisements do not represent any contractual quality descriptions.

2. Delivery of Facelift Cloud

2.1. After the conclusion of the contract, Facelift will make Facelift Cloud available via the internet to the Customer within a reasonable period of time, according to the contract provisions agreed upon. This is normally the case when Facelift has notified the Customer by email that his account has been set up.

2.2. In providing and operating Facelift Cloud, Facelift exclusively uses servers located in the European Union, unless explicitly agreed otherwise with the Customer.

2.3. To be able to use Facelift Cloud for social media management, the Customer must first give Facelift the associated accesses to the relevant customer profiles on the social networks, with adequate authorizations, and then maintain these accesses for the term of the contract.

2.4. When providing access to Facelift Cloud, Facelift offers an initial onboarding to the Customer's users (depending on the agreed Service Level) and an access to Facelift Cloud's knowledge base for the term of the contract. The exact content and duration of initial training are at Facelift's discretion.

3. Use of Facelift Cloud by the Customer

3.1. The Customer receives simple, non-exclusive, non-licensable, non-transferable rights to use Facelift Cloud within the scope and the term of the respective contract (e.g., activated modules, number and type of users, number of benchmarking profiles, Trendwatch streams, ad accounts).

3.2. The Customer is limiting access to Facelift Cloud to its employees and its governing bodies within the contractual scope agreed upon. Generic email addresses (e.g., info@ or support@) are forbidden, as only individual email addresses can be used as login. Transfer of the usage option to third parties, even associated companies as defined in §§ 15 et seq. German Stock Corporation Act (AktG), is not authorized, unless it has been expressly agreed upon with Facelift.

3.3. Each party must take the necessary actions to protect usernames and passwords from becoming known to unauthorized third parties. The Parties shall inform each other in case of any usernames and/or password leak suspicion to unauthorized third parties. In this case, the user accounts must be secured immediately by the party that has discovered it by changing the access data. If done by Facelift, the Customer will be informed accordingly. The Customer shall immediately delete or change the access data of former users.

3.4. The Customer may not use Facelift Cloud violating the applicable terms of use of connected services (e.g., terms of use of Facebook, WhatsApp, Twitter, Instagram, etc.), of third-party rights, or for illegal purposes. In particular, the Customer must refrain from any use that could result in Facelift being accused of breaching the applicable terms of use of connected services, violating applicable laws, or infringing third-party rights. The Customer must indemnify Facelift for all associated claims by third parties, including all associated costs of legal examination and representation.

3.5. If the Customer breaches the provisions in Section 3.4, Facelift may block to the necessary extent his access or the access of the Customer's users to Facelift Cloud or the corresponding services or data if in our discretion this can remedy or minimize the breach. Facelift will then notify the Customer in the customer account Facelift Cloud or via email and ask for resolution in a reasonable

period of time. If not sufficient to stop the breach, Facelift may at its discretion delete data if the deletion does not violate the data processing agreement signed with the Customer.

3.6. If the Customer continues to breach or repeatedly breaches the provisions of Section 3.4 despite Facelift's warning, Facelift may terminate the contract with the Customer without notice. Facelift is also entitled to terminate the contract with the Customer without notice if a one-time breach of Section 3.4 was so critical that Facelift cannot reasonably be expected to collaborate with the Customer any further.

3.7. All customer-related platform data stored for the customer in Facelift Cloud, including profiles insights, post-performance data, feed data, etc., are available for a maximum of one year after the respective time of initial storage.

4. Modification of ordered services by the customer

4.1. The Customer may at any time expand the existing contract with Facelift by ordering additional services. The contract will be expanded accordingly for the current fixed term and the fee due for the additional services will be invoiced pro-rata.

4.2. The Customer can only reduce the services that Facelift can provide individually (e.g., add-ons, profiles, user licenses). As a partial termination the reduction needs to comply with the termination provisions of the contract.

5. Special provisions for a free test version (trial)

5.1. As far as we provide the Customer with a free test version of Facelift Cloud, the following subsections apply, which, in case of contradictions, take precedence over the other provisions of these terms and conditions.

5.2. The free test version is provided to the Customer as it is for testing purposes. Facelift does its best efforts to operate free test versions with the same care as for paying clients but cannot make any further commitments. In particular, Facelift is not committed to provide a specific scope of features or to ensure full availability and error-free usage during the test period.

5.3. The free test version may be used only for those purposes under which defects in the service, the failure of our service and the loss of data do not cause any damage for the Customer or third parties.

5.4. Facelift's liability is limited to intent and gross negligence.

5.5. Each Party is entitled to terminate the free test version at any time unless a minimum term was agreed upon.

6. Remuneration and invoicing

6.1. Facelift will invoice the fees agreed upon with the Customer at the time of the conclusion of the contract for the agreed contract term at the start of the respective term. The fees constitute consideration for the fixed contract term the Customer enters into with Facelift.

6.2. All prices indicated by Facelift are meant net (without taxes) and in Euro (€), unless agreed otherwise.

6.3. Customers for whom the VAT is charged as per the reverse charge method must notify Facelift of their VAT ID within one week upon conclusion of the contract, otherwise Facelift is authorized to charge German VAT. The Customer has no claim to a retroactive correction of corresponding invoices.

6.4. Notwithstanding a provision of the Customer to the contrary, Facelift is entitled to offset payments first against older debts of the Customer. If Facelift has claims for reimbursement of costs or for interest, Facelift is entitled to offset the payment first against the costs, then against the interest, and finally against the principal service. Facelift shall inform the Customer of any settlement that deviates from the specifications provided by the Customer.

6.5. If the Customer is late in payment, Facelift is entitled to charge a lump sum once for each invoice, as per § 288 Sec. 5 German Civil Code (BGB). The right to ask for additional damages related to payment default remains unaffected.

6.6. Invoices are issued in digital form and sent by email. Invoices are due for payment within 14 days.

6.7. We are entitled once per contract year, but for the first time after expiry of the initial, fixed contract term, to adjust the fees agreed with the customer for the use of facelift at our reasonable discretion in accordance with § 315 BGB (German Civil Code) to the development of the costs incurred by us from the provision of the services owed to the customer. Relevant cost items are in particular costs for technical services (esp. data centres, cloud services, hardware, technical service) and costs for the operation of our services (esp. costs of our suppliers who work indirectly for customers), customer care costs (e.g. for support, billing and IT systems), personnel and service costs, energy costs as well as government fees, taxes, levies and other government contributions.

6.8. The fee adjustment can lead to both an increase and a reduction of the agreed fees. An increase is limited to the extent of the respective increase in our costs. Any adjustment shall take into account cost increases in favour of the customer as well as reductions in the cost components.

6.9. We will notify the customer of the change in text form no later than two months before it is scheduled to take effect. In the event of a price increase of more than 5% p.a., the customer has the right to terminate the contract in text form without observing a notice period at the time the change takes effect. This does not apply if the change is based exclusively on a change in sovereignly imposed taxes, fees, charges and contributions. The customer shall be informed of his right of termination.

6.10. Furthermore, we are entitled at any time to charge the customer 1:1 for cost increases for the use of interfaces to third-party services that the customer uses via facelift (e.g. API of Twitter) against corresponding proof. We will inform the customer immediately if we become aware of corresponding cost increases.

7. Term and termination

7.1. The contract is concluded for the fixed term chosen by the Customer when placing its order. Prior to the end of the fixed term, the contract may only be terminated for good cause. Otherwise, termination is possible with a notice of three (3) months before the end of the respective contract term. Without notice, the contract shall extend automatically for successive periods of one year each.

7.2. The previous article does not affect the right of termination for good cause. In particular, the following cases are considered as such good causes, if they are applicable to the other party:
   - the violation of essential contractual obligations by the other party, if this violation is not stopped despite warning and setting of a reasonable deadline, with reference to the right of termination. If the violation is unacceptable, a warning and the setting of a deadline are not required;
   - the refusal to start an insolvency process for lack of assets;
   - the opening of a legal liquidation procedure.

7.3. Facelift is entitled to terminate the contract without notice in the following cases:
- if the Customer is in payment default, for all or a not insubstantial part of the remuneration, for two consecutive payments
- if the Customer is in payment default, for an amount that exceeds two months of the agreed remuneration, in a period that stretches beyond two payment dates.

7.4. If the Customer is unable to use Facelift Cloud in accordance with the contract provisions, the Customer may only terminate the contract if Facelift has been allowed to correct the defect within a reasonable period of time and failed to do so.

8. Future development of Facelift Cloud

8.1. With Facelift Cloud, the Customer does not acquire a static product. Rather, Facelift is developing Facelift Cloud further to provide new features and offers for Facelift Cloud to be more attractive and secure. The scope of features of Facelift Cloud are therefore subject to change. If changes result in the removal or significant reduction of existing essential functions, Facelift will notify the Customer of these changes within a reasonable period of time at the email addresses provided for administrators and main contacts.

8.2. If the Customer cannot be reasonably accepted to accept the changes to Facelift Cloud, the Customer shall be entitled to a special right of termination with a notice period of two weeks. The period of notice shall start on the day the Customer discovers such a change. This special right of termination does not apply for beta tests. For these beta features, Facelift always has the right to not offer these at all or to continue to offer these only in a modified form.

8.3. The Customer shall be entitled to make any suggestions for improvement. In this case, the Customer grants Facelift all rights necessary for the implementation and use of these improvements without charge.

9. Failure to meet principal service obligations

9.1. If Facelift is in default with the initial delivery of Facelift Cloud, the Customer is entitled to revoke the contract, if the Customer has specified, without result, an additional period for performance or cure, i.e., if Facelift failed to provide the agreed features of Facelift Cloud for the first time within such additional period.

9.2. If Facelift fails to comply with all or parts of its obligations after the first delivery of Facelift Cloud, or if the agreed availability of Facelift Cloud is not reached during one contractual month, the provisions of the Service Level Agreement are applicable.

9.3. It is Facelift's duty to demonstrate its absence of responsibility in case of late delivery or failure to meet the agreed availability. If the Customer has not reported the lack of availability of Facelift Cloud, the Customer shall be responsible for proving that Facelift was aware of it.

10. Claims for defects

10.1. In case of defects in the service, the Customer shall be entitled to his statutory rights. Facelift shall decide whether to remedy the defect by rectification or new delivery.

10.2. Facelift's strict liability for compensation of damages (section 536a German Civil Code) for defects that existed at the time of contract conclusion is excluded unless the matter concerns a quality assured by Facelift (guarantee, section 276 Sec. 1 German Civil Code).

10.3. A prescription period of one year is agreed upon for claims for defects. This period does not apply to claims for compensation of damages due to the breach of claims for defects; in this regard, the provisions concerning liability are applicable.

10.4. If the Customer reports a defect and Facelift's intervention shows that there is none, the Customer shall refund Facelift for the costs incurred. Such costs shall be calculated one the basis of the hourly rate agreed upon, or in the absence of an agreement, on the basis of reasonable hourly rates. This clause shall not apply if the non-existence of the defect was not recognizable to the Customer when applying the care and knowledge to be expected of him.

10.5. For features, services, software or other offers that are explicitly provided as a beta-version, any claims for defects are excluded, unless Facelift can be accused of intentional misconduct. The essence of such beta-versions is that they are unfinished and may have defects. Such defects can lead to loss of data or functionality of Facelift Cloud. The Customer shall therefore only use a beta version if the presence of such defects is not prejudicial to the Customer and cannot cause damages for which the Customer would like to hold Facelift or third parties liable.

10.6. The Customer shall notify Facelift without delay if Facelift Cloud Services are affected by a defect. If because of the failure or delay of notification Facelift was unable to remedy the situation, the Customer is not entitled

- to reduce all or parts of the agreed remuneration for the corresponding period,
- to demand compensation of the damage caused by the defect,
- or to exceptionally terminate the contract without a notice period.

The Customer must demonstrate that he was not responsible for failure of notification.

11. Liability

11.1. Liability for intent and gross negligence is unlimited.

11.2. In case of a breach of material contractual obligations because of simple negligence, liability is limited regarding the amount to foreseeable damages typical for the contract. Material contractual obligations mean those whose fulfillment is essential for proper performance of the contract and on whose compliance the damaged party normally relies. The prescription period for claims under this subsection is one year.

11.3. The liability of Facelift under Section 11.2 is limited to the annual remuneration paid by the Customer.

11.4. Section 11.2 does not apply to claims resulting from bodily injury, damage to health or loss of life, in the case of fraudulent acts, in the case of assumption of a guarantee, in the case of liability for initial inability or culpable impossibility, or to claims under the German Product Liability Act (Produkthaftungsgesetz).

11.5. Any other liability is excluded, whatever the legal reason.

12. Exemption from liability

12.1. If on account of an act or omission by the Customer in breach of the contract, third parties allege in connection with this contract to have claims against Facelift, one of Facelift's governing bodies, or one of its employees, the Customer undertakes to indemnify Facelift against such claims and any damages and costs resulting from them. The claim to exemption also covers reasonable costs for review and defense of the alleged claims by an attorney.

12.2. Facelift will notify the Customer without delay if third parties assert corresponding claims and give the Customer the opportunity to participate in the defense of the claims.

12.3. Any further statutory claims for damages against the Customer shall remain unaffected by the above provisions.

13. Data protection
13.1. The data processing agreement (DPA; Part V of T&C) concluded with the Customer pursuant to Article 28 GDPR applies to the processing of personal data by the Customer using Facelift Cloud.
13.2. In all other respects, Facelift undertakes to process the personal data provided by the Customer for contract performance and which are not subject to commissioned data processing, in accordance with the applicable data protection laws.

14. Set-off and assignment
14.1. A contracting party is only entitled to exercise a right of retention or to set-off to the extent that the underlying counterclaim has been legally established or is not disputed.
14.2. The assignment of rights and obligations under this contract or of the contract as a whole to a third party is allowed only with the prior consent of the other contracting party. Consent may not be refused unreasonably.

15. Force majeure
15.1. Each party is temporarily released from its obligations to perform if force majeure prevents the party from providing the services due. This also applies when the party is already in default.
15.2. Force majeure includes corresponding events as defined by § 206 German Civil Code, as well as any other unusual and unforeseeable event, if the party claiming it, did not cause it, could not have expected it to happen, was beyond its control, could not avoid its consequences despite taking sufficient care, and is restricted in the performance of its duties for these reasons. This is particularly applicable to war, terrorism, riots, pandemics, storms, natural disasters, or inability to provide the service based on governmental decisions.
15.3. The party claiming the existence of force majeure must
   - inform the other party without delay by sending a written text specifying the facts and reasons of the event;
   - take all actions that a diligent and prudent professional should take, in order to be able to resume full performance of its obligations without delay;
   - take reasonable efforts to minimize negative effects on the contract fulfillment.

16. Customer reference
16.1. The Customer agrees that Facelift may use its logo and brand name in an appropriate manner for advertising purposes without restriction.

17. Final provisions
17.1. This contract contains all agreements between Facelift and the Customer related to the subject of the contract. Any deviating side agreements and previous agreements concerning the subject of the contract become ineffective.
17.2. Amendments and additions to this contract require written form unless the law requires a stricter form. The same applies to every waiver of the written-form requirement.

17.3. General Terms and Conditions of the Customer are not applicable to this contract. This shall also apply if reference was made to their inclusion in later documents in connection with this contract without objection by Facelift.

17.4. If any provision of this contract is or becomes void, invalid, or unenforceable, either in whole or in parts, or if it is found that the contract does not contain a provision that is in principle essential, the validity and enforceability of all other provisions shall not be affected.

17.5. The contract is only subject to the law of the Federal Republic of Germany. The international private law is not applicable, to the extent it can be waived.

17.6. The sole place of jurisdiction for all disputes in connection with this contract is Facelift brand building technologies GmbH registered office. Facelift is authorized to make a claim against the Customer at one of its statutory places of jurisdiction.

17.7. The Terms and Conditions are provided in German. If Facelift has provided the Customer with a translation of the German language version of the Terms and Conditions, the Customer agrees that the translation is provided only for his convenience, and that the German language version of the Terms and Conditions will govern his relationship with Facelift. If there is any contradiction between what the German language version of the Terms says and what a translation says, then the German language version shall take precedence.

17.8. Facelift may have subsidiaries and affiliated legal entities in other countries. At times, these companies or their employees may serve as contact points with respect to the Services provided to the Customer. Even where Facelift's subsidiaries or affiliates are the Customer's primary contact points, Facelift brand building technologies GmbH remains the only contractual partner of the Customer.

Part II – Service Level Agreement

If the Customer does not use Facelift Cloud within the scope of a free license, the following Service Level Agreement is applicable to the use of Facelift Cloud. The Service Level Agreement does not apply to services provided by third parties even if bundled with Facelift Cloud.

1.1. Facelift shall do its best efforts to ensure an availability of Facelift Cloud of 99% per calendar month at the handover point (interface to the internet interface in the data center in which Facelift Cloud is operated by Facelift).

1.2. Availability exists if Facelift Cloud can be used in conformity with the contract and with reasonable response times at the handover point. Facelift will publish Facelift Cloud availability issues on its status page.

1.3. Facelift Cloud is also available in case of

1.4. scheduled unavailability on weekends and national holidays (Germany) between 5:00 a.m. and 10:00 a.m. CET, and during any other period announced with at least 24 hours notice;

1.5. unavailability related to the correction of issues that significantly threatens the secure operation of Facelift Cloud, that could result in an infringement of the GDPR provisions, or that put IT security at risk to more than an insubstantial extent. In such a case, Facelift will announce the unavailability if possible, and with reasonable notice.

1.6. Notifications of the Customer pursuant to subsection 3 will be published on the Facelift Cloud status page.

1.7. Monitoring and calculation of Facelift Cloud's availability shall be based on figures measured by Facelift. The Customer has the right to provide proofs of the contrary.

1.8. If the agreed availability is not reached for reasons for which Facelift is responsible, the term of the contract shall be extended by one month free of charge if the unavailability amounts to less than or equal to twenty hours per calendar month. This extension shall be granted in settlement of any claims the Customer may have in this regard. If the unavailability is greater than twenty hours per calendar month, the fee payable by the Customer for the concerned calendar month shall be reduced by 0.25% per hour starting from the twenty-first hour, without exceeding a rate of 5%. Further claims of the Customer in the event of unavailability are excluded.

1.9. The Customer has one month to claim compensation by email to its assigned Customer Success Manager or at customersupport@facelift-bbt.com. This email must be sent with a statement specifying the parts of the Services that were unavailable and the periods of their unavailability. Within ten working days, Facelift will verify the statement using its own protocols, and answer the client. If Facelift accepts the Customer's claim, Facelift will credit the corresponding amount to the Customer on the next invoice or pay the amount at the term of the contract the latest.

1.10. Depending on the level of support the Customer subscribed to (bronze, silver, gold, platinum), Facelift shall provide the Customer with chat and email support as described below. This support includes the unlimited use of Facelift's Knowledge Base available via the Internet.

1.11. Definitions: Normal standby time = Monday to Friday from 9 a.m. to 6 p.m. (CET), except on national or regional public holidays (Germany/Hamburg for Customers, whose contract was signed by the Hamburg office; France/Paris for Customers, whose contract was signed by the Paris office) and on December 24 and 31. Extended standby time: 24 hours a day

		Bronze	Silver	Gold	Platinum
Technical support	Availability (response/problem solution pursuant to sec. 9 and 10)	During normal standby time			During extended standby time (custom)
	Channels	Email	Chat, email, On-demand video calls		
	Authorized users	Standard users	Admin users		Admin and standard users
Account management	Availability	Normal standby time (custom)			
	Assigned resources	Pool	Dedicated resource		
	Regular support	-	Quarterly	Monthly	Custom

1.12.   Definition of priority levels for customer support, depending on the agreed service level:

1.13.   Priority Level I: Total outage, Facelift Cloud is not available/accessible; Customers cannot continue operations.

1.14.   Priority Level II: Facelift Cloud is available/accessible but severely disrupted, e.g., partial system disruption, vital modules not available, basic module features not available; customers can continue current operation only with substantial limitations.

1.15.   Priority Level III: Facelift Cloud is available/accessible but slightly disrupted, e.g., layout errors, minor delays in sending data, isolated data drops; Customers can continue operations with acceptable temporary restrictions.

1.16.   Priority Level IV: The services are fully available/accessible, minor problems have occurred; Customers can continue current operation without limitations.

Facelift is responsible for determining the level of priority. Facelift shall use its reasonable efforts to comply with the response and resolution times set out in the table below, with the understanding that the times shall be counted following the reception of the problem report.

1.17.

PRIORITY LEVEL	TARGET PROBLEM RESPONSE TIME	TARGET PROBLEM RESOLUTION TIME
I	1 hour	4 hours
II	2 hours	1 business day
III	4 hours	5 business days
IV	1 business day	case by case, coming versions

Indicated times are meant only in normal standby time unless the Customer is entitled to an activity in extended standby time.

Part III – Provisions for additional services

If contractually agreed, Facelift allows the Customer to use certain services offered by partners via Facelift Cloud. Contracts for partner services can be concluded between the Customer and Facelift. Additionally applicable to the use of the partner services are the supplementary provisions that may be contained in the respective contract.

In the case of default of services offered by a partner, Facelift allows the Customer to directly contact the respective service provider with any support-related questions. The contact details will be provided by Facelift.

Part IV – Custom services

If the Customer wishes to have custom services, e.g., adaptation of Facelift Cloud training, the following provisions shall apply in addition to those in Part I.

1. **Facelift's services**

   The subject of Facelift's services are the services ordered by the Customer in each case. Facelift provides them using qualified staff and in accordance with our current state of knowledge at the time of contract conclusion. Changes to the agreed scope of services are possible through a contract amendment at any time.

2. **Rights**

   For Facelift's services, the Customer only acquires the rights that are necessary for their contractual use. Unless agreed otherwise upon, the transfer of rights is limited in time to the contract duration.

3. **Dates**

   Delivery dates or service deadlines are non-binding unless Facelift explicitly mentioned them as binding.

4. **The Customer's obligations to cooperate**

   The Customer shall comply with its cooperation obligations within a reasonable period of time. If the service delivery requires specific information, documents, etc., Facelift shall notify the Customer of the corresponding requirement, and if applicable, specify a deadline in order for Facelift to continue its work. If Facelift sets a reasonable deadline for a cooperation obligation, failure to comply with such deadline shall entitle Facelift to request an adjustment of the deadlines to which Facelift is committed, as a result of failing the cooperation obligation.

5. **Defects**

5.1. In case of defects in the service, the Customer shall be entitled to its statutory rights. Facelift shall decide whether to remedy the defect by rectification or to make a new delivery.

5.2. A prescription period of one year is agreed upon for claims for defects. This period does not apply to claims for compensation of damages due to the breach of claims for defects; in this regard, the provisions concerning liability are applicable.

5.3. If the Customer reports a defect and Facelift's intervention shows that there is none, the Customer shall refund Facelift for the costs incurred. Such costs shall be calculated one the basis of the hourly rate agreed upon, or in the absence of an agreement, on the basis of reasonable hourly rates.

Part V – Data Processing Agreement (DPA)

1. Subject Matter and Purpose of the Agreement

1.1. Facelift will provide the Customer with services relating to the management of communities in social networks and the planning and execution of digital marketing campaigns. To this end, Facelift makes available the software as a service (SaaS) cloud platform "Facelift," formerly known as "Facelift Cloud." The Facelift software includes the Facelift mobile app. In addition, Facelift may optionally provide the "Social Share" mobile app.

1.2. The Facelift software is a platform that lends procedural support for and enables the execution of digital marketing with a focus on business' social media activities. The Facelift software enables the distribution of content to and moderation of the Customer's social media properties. The Facelift mobile app is an alternative user interface to the Facelift software for use with smartphones.

1.3. Social Share is a mobile app that enables its users to augment and share content prepared by the Customer via the user's private social media profiles. Such content is prepared by the Customer via the Facelift software.

1.4. Additionally, Facelift will provide the Customer with services relating to the extensive statistical analysis of social media activities of the Customer and third parties of the Customer's choice. To this end Facelift makes available the software as a service (SaaS) cloud platform "quintly by Facelift." Under the Customer's direction, the quintly by Facelift softwarecollects, compiles, and analyses data originating from social networks, and provides the results of analyses in various formats to users of the platform or via APIs.

1.5. This data processing agreement governs the data protection rights and obligations of the underlying contractual relationship.

1.6. In the context of this contractual relationship, the following categories of personal data are processed:
   - Occupational master and contact data (e.g., name, email address, department, role);
   - IT usage data (e.g., IP address, user ID, permissions, login times);
   - Private contact and information data (e.g., name, social media identities); and
   - Data relating to personal or occupational relations or factors (e.g., comments and messages on social media).

1.7. The categories of data subjects comprise:
   - Employees of the Customer;
   - Employees of the Customer's service providers, e.g., social media agencies; and
   - Users of the Customer's social media properties.

2. Definitions

2.1. The terms used in this Data Processing Agreement (in particular, "personal data," "special types of personal data," "controller," "data subject," "recipient," "third party," "pseudonymize," "collect," "process," and "use") correspond to the legal definitions of Regulation 2016/679 of the European Union, commonly known as General Data Protection Regulation or GDPR.

2.2. For the processing under this agreement, *the Customer acts as controller* and *Facelift acts as processor.*

3. Rights and Obligations of the Customer

3.1. The Customer alone is responsible for the assessment of the admissibility of data processing pursuant to Art. 6 (1) GDPR as well as for the protection of the rights of data subjects pursuant to Chapter III GDPR.

3.2. The Customer has the right to issue instructions on the type, scope, and procedure of the data processing. Verbal instructions must be confirmed in writing immediately. Changes to the processing subject and procedural changes by way of instruction must be agreed by both parties, and Facelift may charge the Customer for the execution of the instruction unless the instruction is necessary to prevent violations of statute by Facelift.

3.3. The Customer will name in writing the representatives authorized to issue instructions to Facelift. The Customer's instructions are to be directed at authorized employees of Facelift's account management department; instructions are to be communicated to authorized employees following the procedure from the Service Level Agreement concerning the communication of compensation claims.

3.4. The Customer will immediately inform Facelift about all errors, irregularities, or deficiencies regarding data protection regulations the Customer detects when inspecting order results.

3.5. The Customer will support Facelift's efforts to create and maintain a record of processing activities in accordance with Article 30(2) GDPR.

3.6. At the end of contract or earlier, the Customer shall make a decision regarding the return or deletion of processed data. If Facelift receives no communication concerning such a decision, this will be interpreted as a decision for deletion.

3.7. The Customer shall ensure that the Customer's requests for assistance by Facelift are not overly burdensome. This includes that the Customer will not request any information the Customer is aware of at the time of the request, merely for the purpose of obtaining that information in a specific format.

4. Facelift's Rights and Obligations

4.1. Facelift processes personal data exclusively within the framework of the agreements made and according to the Customer's instructions. Facelift shall not use the data provided for data processing for any other purpose. Copies or duplicates, with the exception of backups, are not created without the Customer's knowledge.

4.2. Facelift assures processing as set out in the Contract and compliance with all agreed measures appertaining to the commissioned processing of personal data. Facelift also assures that the processed data will be separated from other data.

4.3. Facelift does not delete data automatically, but only based on the instructions of the Customer or after termination of the agreement. If the Customer does not decide on return or deletion of processed personal data, all such data, including all copies thereof, shall be deleted by Facelift within one month of contract termination, after which Facelift shall merely retain backups of the data that are to be deleted irretrievably within three months. Facelift shall provide documentation of the deletion of data upon contract termination to the Customer.

4.4. Documentation serving as evidence for correct data processing in accordance with this agreement shall be retained by Facelift for the respective retention periods beyond expiration of this agreement unless the Customer has provided other instructions.

4.5. Facelift confirms that it has appointed a data protection officer. Facelift will inform the Customer about changes concerning the data protection officer without undue delay.

4.6. Facelift undertakes to maintain data confidentiality while processing the Customer's personal data and to only process data within the scope of the legally permitted purposes as set out in the underlying contract. Facelift undertakes to familiarize the employees that are involved in the execution of the work with data protection regulation that is relevant to them and to obligate them in writing to data confidentiality.

4.7. Facelift confirms that the relevant data protection regulation is known and that compliance with such regulation is monitored.

4.8. Facelift does not provide information to data subjects or third parties without the prior written consent of the Customer unless Facelift is legally obliged to provide information.

4.9. Facelift will support the Customer's efforts to create and maintain a record of processing activities in accordance with Article 30(1) GDPR to reasonable extend.

4.10. Facelift shall correct, delete, or restrict the processing of personal data processed under this agreement if the Customer requests this by way of instruction conditioned that Facelift's legitimate interests do not conflict with this instruction.

4.11. Facelift documents the Customer's instructions and makes them available to the Customer upon request.

4.12. Facelift shall inform the Customer immediately if, in Facelift's opinion, an instruction issued by the Customer is in violation of statutory provisions. Execution of such an instruction can be suspended until it is changed, or the Customer confirms it in writing.

4.13. Facelift assists the Customer in his duties pursuant to Articles 32-36 GDPR, especially by providing relevant information.

4.14. Facelift shall observe the principles of proper data processing. Facelift ensures compliance with contractually agreed and legally prescribed data security measures. Facelift shall immediately inform the Customer if any security measures taken by Facelift do not meet the requirements of the Customer. The same applies to disruptions and suspected data breaches or irregularities in the processing of personal data.

4.15. Pursuant to Article 32 GDPR, Facelift implements technical and organizational measures to ensure the security of processing of personal data. The measures laid down in Annex II (Technical and Organizational Measures) to this agreement are to be interpreted as a contractually agreed minimum standard for the measures Facelift must implement. Facelift's implemented measures and the agreed measures must be reviewed regularly and must be adjusted where necessary to ensure Facelift's measures comply with the state of the art. Facelift shall inform the Customer about any substantial changes to agreed measures.

4.16. Facelift shall inform the Customer immediately if the Customer's data is endangered by reassignment or seizure, by a bankruptcy or settlement procedure or by other events or measures of third parties. Facelift will promptly inform all relevant third parties about the facts that the data comprises personal data for which the Customer is the controller, and that Facelift merely acts as processor.

5. Data subject inquiries to the Customer or Facelift

5.1. Facelift assists the Customer with the Customer's obligations to respond to requests for exercising data subject's rights laid down in Chapter III GDPR, especially by providing information and through relevant technical and organizational measures.

5.2. Facelift is obligated to forward all requests by data subjects to the Customer without undue delay, provided such requests identifiably relate to the processing under this agreement.

6. Control rights

6.1. Facelift agrees that the Customer is entitled to inspect compliance with data protection regulation and contractual agreements to the required extent at any time, in particular by obtaining information and viewing the stored data and data processing programs.

6.2. For this purpose, the Customer or an inspector to be nominated by the Customer may, after appropriate prior appointment, except where prior appointment endangers the purpose of the inspection, conduct, without unduly disturbing Facelift's operations, an inspection at Facelift's premises during normal business hours to verify the adequacy of measures taken to ensure adequacy of implementation of agreed technical and organizational measures pursuant to data protection regulation relevant for the processing of data under this agreement.

6.3. Inspectors nominated by the Customer must not be direct competitors of Facelift.

6.4. Facelift undertakes to provide the Customer with all information required to carry out comprehensive contract control within a reasonable period upon written request.

7. Sub-processors

7.1. Facelift has the Customer's general authorization for the engagement of sub-processors, i.e., cooperating companies and technical service providers, to provide the contractually agreed services.

7.2. The Customer hereby consents to the use of the sub-processors listed in Annex I (Sub-processors).

7.3. Where Facelift engages sub-processors, Facelift shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on Facelift in accordance with this agreement. Facelift shall ensure that the sub-processor complies with the obligations to which Facelift is subject pursuant to this agreement.

7.4. Facelift shall inform the Customer of any intended changes to the list of sub-processors through addition or replacement at least 60 days in advance, thereby giving the Customer sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). If the Customer objects, such objection must be made within 30 days of being informed about the intended change. Facelift shall provide the Customer with the information necessary to enable the controller to exercise the right to object. The Customer may only object on factual grounds.

7.5. If the Customer objects, Facelift must not implement the intended change. Upon objection, Facelift is entitled to terminate this agreement with three months' notice.

8. International Transfers

8.1. Any transfer of personal data to a third country or an international organization by Facelift shall be done only on the basis of documented instructions from the Customer or in order to fulfil a specific requirement under a European Union or German law and shall take place in compliance with Chapter V GDPR.

8.2. The Customer agrees that where the processor engages a sub-processor in accordance with Section 7 for carrying out processing activities and those processing activities involve a transfer of personal data within the meaning of Chapter V GDPR, Facelift and the sub-processor can ensure compliance with Chapter V GDPR by using standard contractual clauses adopted by the European

Commission in accordance with of Article 46(2) GDPR, provided the conditions for the use of those standard contractual clauses are met.

9. Notification of personal data breach

9.1. Facelift shall notify the Customer of any actual or suspected personal data protection breaches concerning personal data processed by Facelift for the Customer without undue delay after Facelift becomes aware of it. Facelift's notification to the Customer shall contain, at least
- a description of the nature of the breach, including, where possible, the categories and approximate number of data subjects and data records concerned;
- the details of a contact point where more information concerning the personal data breach can be obtained;
- the breach's likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

9.2. Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and shall, as it becomes available, subsequently be provided without undue delay.

10. Duration of the Agreement

10.1. The duration of this agreement is the actual duration of the agreed processing.

10.2. The Customer and Facelift may terminate this agreement only with good cause, except where allowed by this agreement or dictated by statutory requirements.

10.3. The Customer has good cause to terminate this agreement without prior notice if
- Facelift is in substantial or persistent breach of this agreement;
- Facelift denies the Customer or a competent supervisory authority access to Facelift's premises if such access is required to carry out an inspection;
- Facelift fails to comply with a binding decision of a competent court or a competent supervisory authority regarding Facelift's obligations under this agreement or GDPR.

10.4. Facelift has good cause to terminate this agreement without prior notice if
- Facelift has informed the Customer that an instruction issued by the Customer is in violation of statutory provisions in accordance with Section 4, and the Customer insists on compliance with such an instruction.

10.5. Premature termination of this agreement results in termination of the underlying contract.

11. Miscellaneous

11.1. Changes and additions to this Contract require an agreement in the same form and the express indication that it is an amendment or supplement to these conditions. This also applies to the waiver of this form requirement.

11.2. Where this agreement requires communication or exchange of information to be in writing, this requirement can be satisfied by electronic formats.

11.3. The law of the Federal Republic of Germany is to be applied to this contract. The language of the proceedings is German. Place of jurisdiction, as far as legally permissible, is Hamburg.

11.4. Facelift has no right of lien concerning the personal data processed under this agreement or relevant data carriers owned by the Customer.

Facelift brand building technologies GmbH
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Managing Director: Benjamin Schroeter and Teja Töpfer | HRB 117436 | Amtsgericht Hamburg
USt-Ident-Nr. DE276 131 407 | UniCredit Bank AG | IBAN: DE12 2003 0000 0015 8308 88 | BIC: HYVEDEMM300

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11.5. Should a provision of this agreement be or become ineffective or unenforceable, this shall not affect the validity of the remainder of this agreement, to the exclusion of § 139 BGB. This should not cause a reversal of the burden of proof, but § 139 BGB is expressly waived. In place of the ineffective or unenforceable provision or to fill in any gaps, an appropriate provision should apply, which, as far as legally possible, comes closest to what the contracting parties had intended under the terms of this agreement

— Annexes —

Annex I: Sub-processors

Annex II: Technical and Organizational Measures

Annex I to the Data Processing Agreement

Sub-processors

Name / company, address	Content of the order	Scope of data processing	International Transmission
managedhosting.de GmbH Unter den Linden 21 D-10117 Berlin Germany Location of data centers: European Union	Provision and maintenance of a virtualized infrastructure based on VmWare and management of the operating systems based on Red Hat Enterprise Linux	Hosting partner; processes all personal data Facelift processed for the Customer	none
Deutsche Telekom GmbH Landgrabenweg 151 53227 Bonn Germany Location of data centers: European Union	Provision and maintenance of technical infrastrucuture for the service	Hosting partner; processes all personal data Facelift processed for the Customer	none
Amazon Web Services EMEA Sàrl, Avenue John F. Kennedy 38, 1855 Luxembourg, Luxemburg Location of data centers: European Union, United States of America	Provision and maintenance of technical infrastrucuture for the service	Hosting partner; processes all personal data Facelift processed for the Customer	For software "Facelift:" none For software "quintly by Facelift:" Yes, target jurisdiction: United States of America Transfer mechanism: standard contractual clauses

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Annex II to the Data Processing Agreement

Technical and Organizational Measures

Last updated: June 30, 2023

Facelift takes its responsibility seriously and therefore has implemented a variety of technical and organizational measures to protect and secure personal data as best as possible. Our measures are aligned with Article 32 GDPR and are listed below.

Facelift's contact details are:
Facelift brand building technologies GmbH
Gerhofstraße 19, 20354 Hamburg, Germany

Telephone: +49 40 2286 849 0
Email: info@facelift-bbt.com

Managing director: Benjamin Schroeter and Teja Töpfer
Hamburg magistrates' court, HRB 117436, Germany

Data protection officer: Albrecht Saß, dataprivacy@facelift-bbt.com

Measures for confidentiality

Physical access control
Measures that physically deny unauthorized persons access to IT systems and data processing equipment used to process personal data, as well as to confidential files and data storage media:

- Card-based personalized access control system in data center
- Chip-based access control system in offices
- Camera surveillance of entries to offices
- Authorization and permissions concept
- Careful personnel selection
- Technical equipment in lockable server cabinets

Logical access control
Measures that prevent unauthorized persons from processing or using data which is protected by data privacy laws:

- Server systems can only be managed with a console password or via a password-protected encrypted connection
- Password policy, incl. rules concerning complexity, single-sign-on (SSO), 2-factor authentication, automatic locking of user accounts after failed login attempts

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- Workplace policy, incl. rules concerning automatic password-protected screen lock after inactivity, clean desk provisions, clear screen provisions
- Unambiguous assignment of user accounts to users, no impersonal collective accounts, no default accounts
- Internal data protection policy
- Authorization concept
- Hard drive encryption

Data access control

Measures that ensure that persons authorized to use data processing systems can only access personal data according to their access rights, so that data cannot be read, copied, changed, or removed without authorization during processing, use and storage:

- Authorization concept
- Access control lists
- Logging

Isolation and separation

Measures that ensure that data collected for different purposes is processed separately and separated from other data and systems in such a way as to preclude the unplanned use of such data for other purposes:

- Authorization concept
- Separation of test and production systems
- Logical separation of clients via purpose attributes and access control lists

Pseudonymization measures

Measures that reduce direct references to persons during processing in such a way that it is only possible to associate data with a specific person if additional information is included. The additional information must be kept separately from the pseudonym by appropriate technical and organizational measures:

- Use of internal unique identifiers

Measures for integrity

Data integrity

Measures that ensure that stored personal data cannot be corrupted through the malfunctioning of a system:

- Installing new releases and patches with release/patch management
- Function test during installation and implementation of releases/patches by IT department
- Logging

Transport and transfer control

Measures that ensure that it is possible to establish the bodies to which personal data has been transmitted and that ensure the confidentiality and integrity of data during transfers of personal data or during transportation of data media:

- Logging
- Use of secured connections (HTTPS, TLS 1.2, TLS 1.3)
- Transfer of data via encrypted data networks or tunnel connections (VPN)
- Secure transport containers for data storage media

Input control

Measures that ensure that it is subsequently possible to verify and establish whether and by whom personal data has been input into data processing systems and/or has been modified or removed:

- Logging
- Versioning

Measures for availability and resilience

Availability control

Measures that ensure that personal data is protected against accidental destruction or loss:

- Backup and recovery concept
- Off-site backups
- Expert use of protection software and written conception of their deployment
- Use of uninterruptible power supply
- If possible, deployment of disk mirroring and redundancy in the technical systems

Quick recovery

Measures that ensure the ability to quickly restore the availability of and access to personal data in the event of a physical or technical incident:

- Backup and recovery concept
- Redundant data storage
- Hosting via IaaS/PaaS Cloud provider

Reliability

Measures that ensure that functions of the system perform and that the appearance of faults in the functions is reported:

- Automatic monitoring with notification
- Emergency plans

- Regular test for data recovery

Measures for the regular evaluation of the security of data processing

Review procedure
Measures that ensure that data is processed securely and in compliance with data protection regulations:

- External data protection officer
- Information security policy, data protection policy
- ISO27001 certification
- Audits by IT Revision and DPO
- Regular review of all data privacy agreements with sub-processors