CLIPFLIP INTERACTIVE VIDEO TECHNOLOGY

Terms of Use, Terms and Conditions and Service Level Agreement

Version 2.0, dated 26 November 2026 (replaces the version dated 3 February 2026)

How to contact us

- Enquiries and technical support: hello@clipflip.video
- Billing: invoice@clipflip.video

Background

(A) This Service is provided by Clipflip Interactive Video Technology GmbH, Gymnasiumgasse 2, 6800 Feldkirch, AUSTRIA, CEO: Michael Sturm, Registration Number: 568113k, Landesgericht Feldkirch / Austria, UID: ATU77482902 (“Clipflip”).

(B) Clipflip has developed certain software applications and platforms which it makes available to customers on a SaaS basis and as managed services.

(C) The Customer wishes to use Clipflip's services in relation to its business operations.

(D) Clipflip has agreed to provide, and the Customer has agreed to use, Clipflip's services subject to the terms and conditions of this Agreement.

1. INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

“**Agreement**” means these terms and conditions together with all the recitals, clauses, schedules (including Schedule 1), annexes and all other documents referred to herein, and the relevant Insertion Order Form;

“**Authorised Users**” means the Customer and/or those employees, agents and contractors of the Customer who are authorised by the Customer to use the Services;

“**Customer**” means the company or other legal person or entity identified on the Insertion Order Form or Trial;

“**Customer Data**” means all information, data, content or other materials inputted into or processed using the Platform by the Customer, its Authorised Users, or otherwise on its behalf, including from any Customer System;

“**Customer Materials**” means all materials, video, text, pictures, images, sound, graphics, data, information, logos or other materials supplied by the Customer in whatever form and/or used in connection with the creation of Customer Video(s), and amendments to or versions of the Customer Materials created by Clipflip;

“**Customer System**” means the Customer’s own system, CMS or other functionality that it may wish to use to interact with and input information, including Customer Data, into the Platform, and/or use to host and play the Customer Video;

“**Customer Video(s)**” means the interactive videos created using the Platform and/or the Interactive Video Technology;

“**Fees**” means the fees for the Services as specified in the Insertion Order Form and/or SoW;

“**Hosting Package**” means a hosting-only service to facilitate playback of the Customer Video, made available by Clipflip as may be itemised in an Insertion Order Form and/or SoW;

“**Insertion Order Form**” means the specific order for the Services agreed and signed by the parties, including any Master Order Form or insertion order (IO);

"**Intellectual Property Rights**" means all intellectual property rights, howsoever arising and in whatever media, whether or not registered or capable of registration, including copyright, database rights, confidential information, patents, trademarks, service marks, trade names, design rights, moral rights, business names, domain names and other similar rights and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;

"**Interactive Video Technology**" or "**Creative Solutions Services**" means the bespoke creative services and/or any consultancy services to be supplied by Clipflip as itemised in an Insertion Order Form and/or further specified in an SoW;

"**Laws**" means any applicable legislation, regulation, by-law, ordinance, subordinate legislation, code of practice, published guidance and other requirement of any relevant government or governmental agency;

"**Licensed Items**" means any software, players, templates, plug-ins, tags or other materials of Clipflip or its licensors that are made available to the Customer for use with the Services, as itemised in an Insertion Order Form or otherwise provided by Clipflip;

"**Managed Services**" means Services that Clipflip sets up, produces and/or delivers on the Customer's behalf, for example the production of Customer Videos and the ad serving of Customer Videos billed per ad impression, as itemised in an Insertion Order Form;

"**Platform**" means the Clipflip software platform via which the Platform Services are made available, and/or the Licensed Items, and all versions, amendments and improvements thereto and/or any other tools, methods, models, know-how, code, functionality or other elements owned or developed by Clipflip, including during the provision of the Services;

"**Platform Data**" means all usage and/or statistical or other data, information, learnings or know-how related to and/or derived from the use of the Platform by customers and users, only in anonymised and aggregated form, and at all times not including Customer Data or Customer Confidential Information;

"**Platform Services**" means the SaaS and other services provided by Clipflip via the Platform, including access to and use of the Subscription Package, Hosting Package or other packages as further set out in the Insertion Order Form;

"**Services**" means any services to be supplied by Clipflip under this Agreement as itemised in the Insertion Order Form, being the Platform Services, the Managed Services and/or any Interactive Video Technology;

"**Service Level Agreement**" or "**SLA**" means the service level agreement in accordance with which the Services will be supplied by Clipflip, as set out in Schedule 1;

"**SOW**" or "**Statement of Work**" means the statement of work detailing any further Interactive Video Technology to be provided under an Insertion Order Form, as set out in the relevant exhibit thereto;

"**Subscription Package(s)**" means the relevant level or tier of package and usage made available under this Agreement as itemised in an Insertion Order Form;

"**Subscription Period**" means the relevant subscription period as set out in the Insertion Order Form;

"**Subscription Start Date**" means the relevant start date as set out in the Insertion Order Form;

"**Term**" means the term of the Agreement as provided for in clause 15;

"**Third Party Items**" means third-party hardware, software, services, content, assets or other third-party materials, items or rights used by Clipflip in the provision of the Services;

"**Trial**" means temporary trial access to the Platform on a limited basis at Clipflip's discretion;

"**Trial Start Date**" means the relevant start date when a Trial is activated by Clipflip;

"**Virus**" means any "back door", "Trojan Horse", "time bomb", "worm", "drop dead device", "virus" or other software intended or designed, or having the effect, to disable, erase, corrupt, destroy or otherwise damage or interfere with, or provide unauthorised access to, computer systems or any software stored on those computer systems;

"**Working Day**" means any day other than a Saturday, a Sunday or a day which is a public or bank holiday in Austria.

1.2 In this Agreement, unless the context otherwise requires:

(a) words importing a gender include any other gender;

(b) words in the singular include the plural and vice versa;

(c) a reference to a person shall include a company, partnership, joint venture, association, corporation or other body corporate;

(d) a reference to any Law or standard shall include a reference to that Law or standard as amended, extended, consolidated or re-enacted from time to time;

(e) a reference to a document shall include all authorised amendments, supplements to and replacements of that document;

(f) a reference to the parties shall include their permitted successors and assigns;

(g) where a word or a phrase is given a particular meaning, other grammatical forms of that word or phrase shall have corresponding meanings; and

(h) the words 'include', 'including', 'for example' or similar words shall be construed as illustrative and without limitation to the generality of the related words.

1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.4 Unless otherwise stated, a reference to a clause, a schedule or a party is a reference to a clause in, a schedule to or a party to this Agreement.

1.5 This Agreement was drafted with the joint participation of the parties and no provisions of this Agreement will be construed adversely to a party solely on the ground that such party was responsible for the preparation of this Agreement.

1.6 In the event of any conflict between these Terms of Use and an Insertion Order Form or SoW, the Insertion Order Form or SoW shall take precedence.

1.7 Where an Insertion Order Form provides for Managed Services, the provisions of these Terms of Use relating to Subscription Packages, Subscription Periods, renewal, Trials and self-service access to the Platform shall apply only to the extent expressly stated in that Insertion Order Form.

2. ORDERS, SUBSCRIPTIONS OR TRIALS

Subscriptions and orders

2.1 Subject to the parties provisionally agreeing details relating to the Services, Subscription Period (if any), Fees and other deal terms, Clipflip will issue the Customer with an offer in the form of an Insertion Order Form for signature.

2.2 No request for Services submitted by a prospective customer nor any Insertion Order Form issued by Clipflip is effective until Clipflip has received a signed copy of the Insertion Order

Form from the Customer. Subject to the above, the signed Insertion Order Form will incorporate these Terms of Use and form the Agreement that is binding on the parties.

Trials – provided AS IS with no obligation, warranty or liability

2.3 In the event that Clipflip provisionally agrees to provide the Customer with a Trial, the Customer must complete the relevant registration details on the Insertion Order Form, or elsewhere as directed by Clipflip. The Customer is required to accept these Terms of Use as a condition of that application for a Trial and the provision of the Trial.

2.4 No request for a Trial submitted by a prospective customer is effective until Clipflip has actively accepted the application and activated the Trial. Subject to the above, the Trial terms will incorporate these Terms of Use (as amended in clause 2.5) and form the Agreement that is binding on the parties.

2.5 Notwithstanding any other provisions, the Trial, and related trial access to the Platform, is provided AS IS, at the discretion of Clipflip, with no commitment, warranty or liability on the part of Clipflip. In particular (but without limitation), clauses 7.1, 7.2 and 12.1 and Schedule 1 (SLA) do not apply to a Trial. Use of the Platform and receipt of any Services during the Trial is entirely at the Customer's risk. A test or pilot campaign that is covered by a signed Insertion Order Form is not a Trial.

2.6 At the end of the Trial, access to the Platform and provision of any Services will cease and there will be no roll-over of these terms. The parties may agree a paid subscription or other paid Services, subject to executing an Insertion Order Form as above.

3. PLATFORM SERVICES AND LICENCE

3.1 Subject to the execution of a relevant Insertion Order Form and receipt of the Fees (or agreement to provide a Trial), Clipflip will provide the Platform Services and grants to the Customer a non-exclusive, non-transferable, royalty-free licence to access and use the Platform, in accordance with the permissions, restrictions and other details set out in the Insertion Order Form, solely for the Customer's own business purposes and subject to the terms and conditions of this Agreement.

4. CREATIVE SOLUTIONS SERVICES

4.1 Subject to being itemised in, and the execution of, a relevant Insertion Order Form, and receipt of the Fees, Clipflip will provide the Creative Solutions Services.

4.2 The Creative Solutions Services will be provided in accordance with the details set out in the Insertion Order Form and/or the SOW exhibit to the relevant Insertion Order Form.

4.3 Relevant deliverables, specifications, project schedules, acceptance criteria, acceptance testing and other details and requirements will be detailed as appropriate in any SoW.

5. WHITE LABEL REPORTING

5.1 Subject to being itemised in a relevant Insertion Order Form and receipt of the applicable Fees, Clipflip shall provide the Customer with access to a white label reporting service for the relevant campaign(s).

5.2 For each campaign, Clipflip shall provision a unique reporting URL enabling the Customer and its Authorised Users to access campaign performance data online.

5.3 The reporting URL shall be provided either via (i) a customised subdomain configured by the Customer through a CNAME DNS entry, or (ii) a Clipflip-managed domain, as specified in the Insertion Order Form.

5.4 The reporting interface shall provide campaign-level performance data and, where applicable, creative-level data, and shall allow export of available data in CSV format.

5.5 The Customer may grant access to the reporting URL to its Authorised Users in accordance with this Agreement and remains fully responsible for their use under clause 8.2.

5.6 For branding of the reporting interface, the Customer shall provide Clipflip with:

(a) one primary colour for the header bar;

(b) one colour for buttons and interactive elements; and

(c) its logo in .png, .jpg or .eps format.

Clipflip shall implement such branding within the reasonable technical limitations of the reporting system.

6. LICENSED ITEMS AND THIRD PARTY ITEMS

6.1 In the event that any Licensed Items are made available to the Customer, Clipflip grants to the Customer a non-exclusive, non-transferable, royalty-free licence to use the Licensed Items during the Term solely for the purposes of receiving the Services.

6.2 In the event that any Third Party Items are incorporated into or used in conjunction with the Platform, or are used for the purposes of providing the Services, Clipflip grants (or shall procure the grant) to the Customer a non-exclusive, non-transferable, royalty-free right to use such Third Party Items for the purposes of receiving the Services, which shall be subject to any Fees identified in the Insertion Order Form or otherwise notified to the Customer.

7. CLIPFLIP'S OBLIGATIONS AND WARRANTIES

7.1 Clipflip shall perform the Services with reasonable skill and care and in accordance with good industry practice and the SLA, and will comply with all applicable Laws with respect to its activities under this Agreement.

7.2 Clipflip warrants and represents that:

(a) it has full right, power and authority to enter into this Agreement;

(b) it has all the rights, licences, permits, approvals and clearance of third-party rights as required by the Laws and as are necessary to perform its obligations and grant the relevant rights under this Agreement; and

(c) the Platform and/or Services will, to the best of its knowledge, contain nothing that infringes the statutory or Intellectual Property Rights of any third party.

7.3 Clipflip's obligations and warranties with regard to the Platform and/or Services and other provisions of this Agreement shall not apply to the extent of any non-conformance which is caused: by use contrary to the terms of the Agreement and/or Clipflip's reasonable instructions; by modification or alteration of the Customer Video by any party other than Clipflip or Clipflip's duly authorised contractors or agents; by combination or integration with any third-party or Customer systems or services contrary to the terms of the Agreement; by the Customer Data, Customer Materials or Customer System; or by any other Customer breach of the Agreement.

7.4 In any event, Clipflip:

(a) save as set out in the SLA, does not warrant that the Customer's use of the Platform and/or Services will be uninterrupted or error-free;

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities,

including the internet, and the Customer acknowledges that the Platform and/or Services are dependent on various third-party networks, platforms, services, infrastructures and APIs, and as such Clipflip can give no guarantee of availability or functionality of those third-party elements, and the Platform and/or Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities and third-party networks, platforms, services, infrastructures and APIs; and

(c) makes no warranties or other assurances as to the fitness for purpose of the Platform, Subscription Package, Hosting Package and/or Services, nor that they will meet the Customer's requirements or produce any specific business benefits or have any particular effectiveness, nor create any revenue or other benefits.

7.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement, whether by statute or otherwise, are hereby excluded to the fullest extent permitted by law, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality and fitness for purpose.

8. CUSTOMER'S OBLIGATIONS AND WARRANTIES

8.1 The Customer shall:

(a) provide Clipflip with all necessary co-operation in relation to each Insertion Order Form and, where Managed Services are provided, all necessary access to such information as may be required by Clipflip in order to render the Managed Services;

(b) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner (other than making payment, which shall be as required under clause 10). In the event of any delays in the Customer's provision of such assistance, Clipflip may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary;

(c) accept, and hereby does accept, responsibility for the selection of the Platform, Subscription Package, Hosting Package and/or Services to achieve its intended results;

(d) comply with all applicable Laws with respect to its activities under this Agreement; and

(e) obtain and maintain all necessary licences, consents and permissions necessary for Clipflip, its contractors and agents to perform their obligations under this Agreement.

8.2 In relation to the Authorised Users, the Customer shall:

(a) not provide access to the Platform other than to its Authorised Users;

(b) procure that each Authorised User keeps secure the password and account details for their use of the Platform, and that such password is kept confidential;

(c) be responsible for all activities that occur under the Customer's account, and for any access to or use of the Platform, including submission of Customer Data or other data by any person or entity using the account or any password, whether or not such access, submission or use has been authorised by the Customer;

(d) if it believes that there has been any breach of security such as the disclosure, theft or unauthorised use of any username or password, notify Clipflip immediately; and

(e) ensure that the Authorised Users are notified of the relevant terms and conditions, rules or restrictions relating to their usage of and access to the Platform and/or Services, and in any event that they use the Platform and/or Services in accordance

with the terms and conditions of this Agreement, and the Customer shall be responsible for any Authorised User's breach of this Agreement.

8.3 The Customer shall not, and shall not permit any third party to:

(a) attempt to download, copy, modify, create derivative works from, frame, mirror, republish or distribute any portion of the Platform except to the extent expressly set out in this Agreement;

(b) attempt to copy, adapt, decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;

(c) access the Platform in order to build a product or service which competes with the Platform and/or the Services;

(d) resell, sublicense or otherwise use the Platform and/or Services to provide services to third parties, unless otherwise specifically agreed in writing (including in the Insertion Order Form); or

(e) attempt to obtain, or assist third parties other than Authorised Users in obtaining, access to the Platform.

8.4 The Customer shall ensure that it takes all necessary steps to prevent any unauthorised access to, or use of, the Platform and notify Clipflip immediately of any such unauthorised access or use.

8.5 The Customer shall not access, store, distribute or transmit any Viruses into or via the Platform and/or Services.

8.6 The Customer warrants and represents that:

(a) it has full right, power and authority to enter into this Agreement;

(b) it has all the rights, licences, permits, approvals and clearance of third-party rights as required by the Laws and as are necessary to perform its obligations under this Agreement; and

(c) the Customer Data and/or Customer Materials, and their use on the Platform, will not, to the best of its knowledge, infringe the statutory or Intellectual Property Rights or any other right, title or interest of any third party, and the Customer shall not otherwise use the Platform or Services in a way that could be unlawful, harmful, threatening, defamatory, obscene, indecent, infringing, discriminatory, hateful, abusive, harassing or racially or ethnically offensive, facilitate illegal activity, promote unlawful violence, or be in breach of any confidentiality.

8.7 Without express written approval, the Customer Data and/or Customer Materials shall not contain, nor shall any use of the Platform process or otherwise deal with, any special categories of personal data (such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, health or sexual orientation).

8.8 The Customer specifically acknowledges and agrees that, despite the provision by Clipflip of any Interactive Video Technology, but subject to the warranties in clause 7.2(c):

(a) Clipflip has no responsibility or liability for the Customer Videos, including but not limited to any rights, clearances or other compliance of the content therein;

(b) the Customer has sole responsibility and liability for the Customer Videos, including but not limited to selection, editorial decisions, rights and other clearances, and/or other compliance, and all other aspects of the Customer Video; and

(c) as between the Customer and Clipflip, the Customer is deemed to be the producer and publisher of all Customer Videos or has the proprietary rights to use the video.

8.9 The Customer specifically acknowledges and agrees that it has full responsibility for informing and directing Clipflip in relation to any industry- or content-specific laws, regulations, directives, policies, protocols and best practices that are unique to the Customer's products and/or services and that need to be considered in relation to the Services and the creation of the Customer Videos. Clipflip shall implement and comply with the Customer's written directions in relation to any such laws, regulations, directives, policies, protocols and best practices. Notwithstanding the above, the Customer is responsible for approval of the Customer Video and for ensuring its compliance with such laws, regulations, directives, policies, protocols and best practices.

8.10 Notwithstanding any of the above, Clipflip reserves the right to remove or block Customer Data, Customer Materials and/or Customer Videos from the Platform in the event that, in its reasonable opinion, they breach the terms of this Agreement. Where reasonably possible, Clipflip will notify the Customer in writing before doing so.

8.11 The rights and services provided under this Agreement are granted to the Customer only, and shall not be considered granted to any subsidiary, affiliate or holding company of the Customer, unless otherwise agreed in the Insertion Order Form.

8.12 The Customer shall obtain and maintain such insurance as is necessary to cover its liabilities under this Agreement and as required by law with a reputable insurer, and provide details and evidence of the insurance to Clipflip on request during the Term.

9. DATA PROTECTION

9.1 References in this clause to "controller", "processor", "processing", "data protection officer" and "personal data" shall have the same meaning as defined in the Data Protection Legislation.

9.2 Clipflip's ad technology works completely cookieless and does not set cookies or other identifiers on viewers' devices. It does not collect or store personal information about viewers of Customer Videos: IP addresses and technical request data are processed only transiently, as technically required to deliver the Customer Videos, and are not stored, and ad performance is measured with anonymised, aggregated metrics based on IAB VAST events. Forms within Customer Videos link to forms hosted by the Customer; Clipflip does not process or store form data. Clipflip participates in the IAB Europe Transparency & Consent Framework and complies with its Specifications and Policies. Clipflip's identification number within the framework is 1293. To the extent Clipflip nevertheless processes personal data on behalf of the Customer in order to provide the Services (for example the transient processing described above), the following provisions of this clause 9 apply.

9.3 The parties agree that in respect of any personal data processed in connection with this Agreement, the Customer shall be the "controller" and Clipflip or its Sub-processor shall be the "processor".

9.4 Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation. Clipflip shall, without prejudice to its other rights or obligations, in respect of its processing of such personal data:

(a) process the data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with the Customer's lawful written instructions from time to time, and Clipflip shall not process, nor permit the processing of, the data for any other purpose. If Clipflip is unsure as to the parameters of the instructions issued by the Customer and/or believes that the Customer's instructions

may conflict with the requirements of Data Protection Legislation, Clipflip may notify the Customer for clarification;

(b) ensure the reliability of all its personnel who have access to the data and in particular ensure that any person authorised to process data in connection with this Agreement is subject to a duty of confidentiality;

(c) at the Customer's cost, provide the Customer with reasonable co-operation and assistance in relation to the Customer's obligations and rights under Data Protection Legislation, including providing the Customer and relevant Regulators (as applicable) with all information and assistance reasonably necessary to investigate Security Breaches, carry out privacy impact assessments or otherwise demonstrate compliance by the parties with Data Protection Legislation, and assisting the Customer by using appropriate technical and organisational measures in responding to, and complying with, data subject requests;

(d) having regard to the state of technological development and the cost of implementing any measures, take such technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to, data, to ensure a level of security appropriate to (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data, and (ii) the nature of the data to be protected;

(e) without undue delay notify the Customer, and, at the Customer's expense, provide such co-operation, assistance and information as the Customer may reasonably require, if Clipflip:

  (i) receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under this Agreement or to either party's compliance with Data Protection Legislation; and/or

  (ii) becomes aware of any Security Breach;

(f) keep at its normal place of business a written record of any processing of the data carried out in the course of the Services ("Records");

(g) permit the Customer, its third-party representatives (who are not competitors of Clipflip) or a Regulator, no more than once per year and once the Customer has been working with Clipflip for at least 12 months, on reasonable notice during normal business hours (but without notice in case of any reasonably suspected breach of this clause by Clipflip), to access, inspect and take copies of the Records for the purpose of auditing Clipflip's compliance with its obligations under this clause. Clipflip shall, at the Customer's cost, give all reasonably necessary assistance to the conduct of such audit;

(h) be entitled to engage sub-processor(s) to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "Sub-processor"), provided that it:

  (i) notifies the Customer of any new or replacement Sub-processors. If the Customer objects to the appointment of a new or replacement Sub-processor, it shall notify Clipflip within five Working Days;

  (ii) enters into a written contract with the Sub-processor that (1) provides the protections or guarantees necessary to implement appropriate technical and organisational measures in compliance with the Data Protection Legislation, and (2) terminates automatically on termination or expiry of this Agreement for any reason; and

(iii) remains liable for all acts or omissions of the Sub-processors as if they were acts or omissions of Clipflip (except to the extent caused or exacerbated by the Customer).

It is acknowledged that the currently approved Sub-processors are:

- Bunny.net (BunnyWay d.o.o., Slovenia, EU), video encoding, storage and delivery, and the content delivery network for player and overlay assets: https://bunny.net/gdpr/
- MUX, which does not collect any personal data and is used for video encoding, storage and delivery of existing videos: https://mux.com/dpa
- Google Firebase, database hosting in Frankfurt, user authentication and file storage: https://firebase.google.com/terms, https://firebase.google.com/support/privacy
- Render, hosting of the Platform and ad server in Frankfurt: https://render.com/privacy
- Tinybird, processing and storage of anonymised, aggregated ad performance metrics in the EU: https://www.tinybird.co/privacy
- Postmark (ActiveCampaign), email notifications: https://postmarkapp.com/terms-of-service, https://postmarkapp.com/privacy-policy
- Loops, newsletter and contact management: https://loops.so/privacy
- CARTO, map display for map overlays (only for Customer Videos that use a map overlay): https://carto.com/privacy

(i) at the Customer's cost, return or destroy (as directed in writing by the Customer) all personal data in its possession and delete existing copies, unless applicable law requires storage of the personal data;

(j) not transfer personal data pursuant to this Agreement to a territory outside of the European Economic Area ("EEA") without the Customer's consent or instruction. To the extent that Clipflip is required to transfer personal data pursuant to this Agreement to a territory outside of the EEA that is not covered by an adequacy decision of the European Commission (including, where applicable, the EU-U.S. Data Privacy Framework), the parties shall execute, or procure the execution of, the standard contractual clauses adopted by the European Commission in Implementing Decision (EU) 2021/914 ("Standard Contractual Clauses"), unless the parties agree that another more appropriate lawful transfer mechanism exists. If the Standard Contractual Clauses (or the agreed alternative mechanism) cease to exist or are no longer considered by both parties to be a lawful method of transferring personal data outside of the EEA, the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism, and Clipflip may cease, or procure that the relevant third party ceases, the processing of personal data until such time as the parties have agreed an alternative transfer mechanism; and

(k) where personal data is transferred to Clipflip from a country outside the EEA whose law requires a specific transfer instrument (for example the standard contract under the Turkish Personal Data Protection Law No. 6698), execute such instrument with the Customer on request.

9.5 The Customer agrees to comply with its obligations under applicable Data Protection Legislation and shall in particular ensure that it has appropriate consents, permissions or other legal bases to process personal data and that Clipflip is lawfully permitted to process personal data on its behalf, and will not give Clipflip any instructions that would cause Clipflip to be in breach of the Data Protection Legislation.

9.6 For the purpose of this clause:

"**Data Protection Legislation**" means the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR"), the Austrian Data Protection Act (Datenschutzgesetz, DSG), the Austrian Telecommunications Act 2021 (TKG 2021), Directive 2002/58/EC (ePrivacy Directive) as implemented in the applicable member state, and all other laws and regulations relating to the processing of personal data and privacy that apply to the processing under this Agreement, including, where applicable, any guidance and codes of practice issued by the European Data Protection Board and the competent supervisory authorities;

"**Regulator**" means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation;

"**Security Breach**" means the accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under this Agreement, or a breach of Clipflip's security obligations under this Agreement.

10. FEES AND PAYMENT

10.1 The non-refundable Fees to be paid by the Customer to Clipflip for providing the Services are those stated in the Fees section of the Insertion Order Form and/or SoW.

10.2 The Fees may be changed by agreement during the Term in the event that the Customer wishes to change the type or level of Services provided.

10.3 All sums payable under the Agreement will be paid by electronic transfer to Clipflip's bank account or such bank account as Clipflip may specify from time to time. Any charges on payments will be at the Customer's expense.

10.4 All sums payable under the Insertion Order Form are exclusive of VAT, which will be payable in addition to the sum in question at the rate and in the manner prevailing at the relevant tax point.

10.5 Fees and expenses are payable within 15 days of the Customer's receipt of Clipflip's properly submitted invoice. Invoices are sent by email. Billing queries should be sent to invoice@clipflip.video.

10.6 If any sums due under this Agreement are not paid when due, Clipflip may charge default interest on those sums from the date due until payment is made in full (before and after any judgment) at the statutory rate for business transactions under Austrian law (§ 456 UGB), and Clipflip may, after giving the Customer written notice, suspend the Customer's access to the Platform and/or Services.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Customer acknowledges and agrees that Clipflip and/or its licensors own all Intellectual Property Rights in the Platform, Services, Platform Data and Third Party Items. Except as stated in this Agreement, Clipflip does not grant the Customer any rights in respect of the Platform, Services, Platform Data and/or Third Party Items or any related documentation.

11.2 Clipflip acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in the Customer Data and Customer Materials, save, for the avoidance of doubt, in any elements relating to the Platform, Platform Data and Third Party Items. To the extent necessary to effect such ownership, Clipflip, by way of future assignment, hereby assigns, subject to payment of the relevant Fees, all such Intellectual Property Rights to the Customer throughout the world in perpetuity. Except as stated in this Agreement, the Customer does not grant Clipflip any rights in respect of the Customer Data or Customer Materials.

12. INDEMNITIES

12.1 Clipflip will indemnify the Customer from and against any and all losses, damages, claims, costs and expenses (including reasonable external legal expenses) suffered or incurred by or awarded against the Customer arising from any third-party claims or actions as a result of or in connection with any breach by Clipflip of clause 7.2.

12.2 The Customer will indemnify Clipflip from and against any and all losses, damages, claims, costs and expenses (including reasonable external legal expenses) suffered or incurred by or awarded against Clipflip arising from any third-party claims or actions as a result of or in connection with any breach by the Customer of clause 8.6.

12.3 Each party will fully indemnify the other from and against any and all losses, damages, claims, costs and expenses (including reasonable external legal expenses) suffered or incurred by or awarded against the other as a result of or in connection with:

(a) any breach by the indemnifying party of clause 13 (Confidentiality); or

(b) any breach by the indemnifying party of clause 9 (Data Protection).

12.4 In all cases the indemnified party agrees to:

(a) promptly notify the indemnifying party of any allegation of infringement which comes to its attention and give the indemnifying party all reasonable assistance;

(b) make no admission relating to any infringement or alleged infringement; and

(c) allow the indemnifying party to conduct and settle all negotiations and proceedings, save that the indemnifying party may not conclude settlement of any negotiations and proceedings which may have a material effect (whether financial, practical or in terms of reputation) on the indemnified party without the indemnified party’s prior written consent, which will not be unreasonably withheld.

13. CONFIDENTIALITY

13.1 Neither party shall, without the consent of the other, during the term of this Agreement or following its termination, use the other party's “Confidential Information” (meaning all information in any form which is secret or not publicly available, either in its entirety or in part, including commercial, financial, marketing or technical information, know-how, trade secrets, business methods and other information in any form, and any reproductions of such information in any form or any part(s) of this information) for any purpose other than as strictly necessary in connection with this Agreement, nor disclose it to any other person unless necessary for the performance of obligations under this Agreement.

13.2 Any party disclosing Confidential Information in accordance with the above clause shall procure that the person to whom such information is disclosed is made aware of the obligations of confidentiality under this Agreement and complies with those obligations as if it were a party to this Agreement.

13.3 The confidentiality restrictions do not apply to Confidential Information:

(a) which is in or comes into the public domain other than through breach of this Agreement;

(b) insofar as it comes lawfully into the possession of the recipient party from a third party;

(c) which the recipient party can prove was already known to it before its receipt from the providing party; or

(d) to the extent that it is required to be disclosed by law or the requirements of any recognised stock exchange or authority of competent jurisdiction to whose rules the party making the disclosure is subject, whether or not having the force of law.

13.4 Clipflip acknowledges that the Customer Data is the Confidential Information of the Customer.

13.5 The Customer acknowledges that details of this Agreement, the Fees, the Platform and/or the Services are the Confidential Information of Clipflip.

14. LIMITATION OF LIABILITY

14.1 Nothing in this Agreement shall in any way exclude or limit either party's liability for death or personal injury caused by negligence, for intent or gross negligence, for fraud or fraudulent misrepresentation, or for any other liability which may not be excluded or limited by law.

14.2 Subject to clause 14.1, neither party will be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any of the following losses or damage (whether or not such losses or damage were direct, foreseen, foreseeable, known or otherwise) howsoever arising in respect of any:

(a) special, indirect, incidental or consequential loss or damage;

(b) loss of actual or anticipated profits;

(c) loss of business or contracts;

(d) loss of revenue or of the use of money;

(e) loss of anticipated savings;

(f) loss of goodwill; and/or

(g) loss of data,

arising out of or in connection with this Agreement.

14.3 Subject to clause 14.1, and save for the indemnities in clause 12 (other than clause 12.3(b)), for which there will be no cap on liability, each party's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, including liability under clause 12.3(b) (data protection), shall in no event exceed the higher of:

(a) the total Fees paid or payable by the Customer under this Agreement in the twelve (12) months preceding the event giving rise to the claim; and

(b) EUR 25,000 (twenty-five thousand euro).

14.4 If at any time an allegation of infringement is made in respect of the Platform and/or Services, Clipflip may at its own expense:

(a) modify the Platform and/or Services;

(b) replace the Platform and/or Services with non-infringing software or services; and/or

(c) require the Customer to alter the way in which it uses the Platform and/or Services,

so as to avoid the infringement or alleged infringement, in all cases without diminishing or curtailing any of the material functions or facilities or the performance of the Platform and/or Services. If it is unable to do the above, Clipflip may terminate this Agreement and refund to the Customer, pro rata, such part of any sums paid by the Customer as relate to the unexpired portion of the Agreement. This clause 14.4 is without prejudice to the Customer's rights under clause 12.1.

15. TERM AND TERMINATION

15.1 This Agreement shall commence on the Subscription Start Date, the Trial Start Date or the effective date stated in the Insertion Order Form (as applicable) and shall continue in accordance with clauses 15.2 and 15.3 until terminated as provided herein.

15.2 Each Insertion Order Form will have its own Subscription Period or term as set out in the relevant Insertion Order Form. Any Trial will run for the period stated in the Insertion Order Form, unless determined otherwise at Clipflip's sole discretion. Trials will not auto-renew or roll over.

15.3 The Subscription Period will be automatically renewed for successive periods equivalent to the Subscription Period (each a "Renewal Period"), unless either party notifies the other party of termination, in writing, at least 30 days before the end of the Subscription Period or any Renewal Period, in which case the Insertion Order Form shall terminate upon the expiry of the applicable Subscription Period or Renewal Period.

15.4 Either party (the "Terminating Party") may terminate this Agreement immediately by giving written notice to the other (the "Defaulting Party") if:

(a) the Defaulting Party is in material breach of any provision of this Agreement which is not remediable or, if remediable, is not remedied within a period of 20 Working Days after the Terminating Party has given notice to the Defaulting Party requiring such breach to be remedied; or

(b) to the extent permitted by applicable insolvency law, insolvency, restructuring or similar proceedings are opened over the assets of the Defaulting Party, the opening of such proceedings is refused for lack of assets, or the Defaulting Party is unable to pay its debts as they fall due.

15.5 Clipflip may terminate this Agreement by giving not less than 14 days' written notice to the Customer if the Customer fails to make any overdue payment to Clipflip within 30 days of the Customer receiving a written notice from Clipflip demanding such overdue payment.

15.6 If Clipflip terminates this Agreement under clause 15.5, all Fees that would have been payable up to the date of the next anniversary of the Agreement will immediately become due and be payable within 7 days.

15.7 On termination of this Agreement for any reason:

(a) all licences granted under this Agreement shall immediately terminate;

(b) the Customer shall return and make no further use of the Platform documentation and other items (and all copies of them) belonging to Clipflip;

(c) Clipflip may destroy or otherwise dispose of any of the Customer Data in its possession unless Clipflip receives, no later than ten Working Days after the effective date of the termination, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Clipflip shall use reasonable commercial endeavours to deliver the back-up to the Customer within 90 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Clipflip in returning or disposing of Customer Data;

(d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced; and

(e) the Customer shall promptly pay all undisputed Fees related to the period prior to termination, including for Services provided and not yet invoiced, on a pro rata basis.

15.8 In the event that hosting is provided as part of the Services, notwithstanding the expiry of the Subscription Period or the termination of the Agreement, the Customer Video will be hosted by Clipflip, and the Customer will have playback (only) access to the Customer Video, for up to

one (1) month after the end of the Subscription Period or the termination of the Agreement, or for a longer period at Clipflip's discretion, subject to the delivery costs set out in the Insertion Order Form.

16. FORCE MAJEURE

16.1 Neither party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party, including, without limitation, any of the following: power failure, act of God, governmental act, war, fire, flood, explosion or civil commotion. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

16.2 If an event of force majeure occurs and lasts for more than 90 days, either party may give written notice to the other to terminate this Agreement and neither party will have any liability to the other, except that the Customer will remain liable for any unpaid Fees.

17. WAIVER

The failure or delay by either party in any one or more instances to insist upon strict performance or observance of any one or more of the terms of this Agreement or to exercise any remedy, privilege or right provided by law or under this Agreement shall not be construed as a waiver of any breach or right to enforcement of such terms or to exercise such remedy, privilege or right.

18. SEVERANCE

If any part of this Agreement is found by any court or competent authority to be illegal, void or unenforceable, then that part shall be deemed not to be a part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

19. ASSIGNMENT AND SUBCONTRACTING

Neither party shall, without the prior written consent of the other, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, save that Clipflip may engage Sub-processors and subcontractors in accordance with clause 9.4(h).

20. VARIATION

This Agreement may not be varied except by an instrument in writing signed by the authorised representatives of all the parties to this Agreement.

21. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement shall be deemed to constitute a partnership or joint venture or contract of employment between the parties, nor constitute either party the agent of the other.

22. RIGHTS OF THIRD PARTIES

This Agreement does not confer any rights on any person or party other than the parties to this Agreement and, where applicable, their successors and permitted assigns.

23. PUBLICITY

23.1 Neither party shall make or issue any announcement, press release or public circular relating to the subject matter of this Agreement without the prior written approval of the other.

23.2 Clipflip may use the name of the Customer and samples of the services provided and/or deliverables created by Clipflip or the Customer as a factual reference to the fact that the Customer is or was a customer, on its website and in pitch materials, only with the prior written consent of the Customer. Any use of the Customer's logo shall be subject to any brand guidelines issued by the Customer; if there are no brand guidelines, the Customer has to approve the usage of the logo.

24. NOTICES

24.1 Each notice or other communication to be given under this Agreement shall be given in writing in English and, unless otherwise provided, shall be made by hand, letter or email and will be addressed to the other party's contact as stated in the Insertion Order Form or other contact as agreed from time to time.

24.2 Notice delivered by hand will be deemed to have been received when delivered. Posted notice will be deemed received at the time at which it would have been delivered in the normal course of the post. Any notice given in accordance with the above but received on a day which is not a business day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next business day.

25. ENTIRE AGREEMENT

25.1 This Agreement, and any documents explicitly referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover and/or any purchase order terms from the Customer.

25.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

26. GOVERNING LAW AND JURISDICTION

This Agreement and any disputes relating to it will be governed by and construed in accordance with the laws of the Republic of Austria, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The courts having subject-matter jurisdiction for Feldkirch, Austria, shall have exclusive jurisdiction for such purposes.

SCHEDULE 1

Service Level Agreement (SLA)

This SLA consists of three parts: Part 1 (general provisions) applies to all Services. Part 2 applies to self-service use of the Platform (Studio). Part 3 applies to Managed Services, where Clipflip produces Customer Videos and/or serves them via ad tags into the Customer's DSP, ad server or website.

PART 1 – GENERAL PROVISIONS

1.1 Scope and changes

(a) This SLA governs the provision of the Services under the Clipflip Insertion Order Form and these Terms of Use. Terms not otherwise defined herein have the meaning given to them in the Insertion Order Form or these Terms of Use.

(b) Clipflip may update this SLA from time to time. Any change that reduces the service levels under an existing Insertion Order Form requires the Customer's written agreement.

1.2 Business hours and contact

(a) Customer support is available during business hours: Monday to Friday from 09:00 to 17:00 Austrian time (CET/CEST), excluding Austrian public holidays. Response and resolution times in this SLA are measured within business hours, unless this SLA or the Insertion Order Form states otherwise.

(b) Support requests: hello@clipflip.video or the support chat.

(c) Severity 1 incidents must be reported by email to hello@clipflip.video with the subject line beginning "URGENT" and, in addition, by phone to the Clipflip emergency contact: +43 664 73553525.

1.3 Severity levels, response and resolution

(a) Clipflip determines the severity level of an incident in its reasonable judgement, taking into account the Customer's description and the impact on the Customer's live campaigns or use of the Platform.

(b) "Response time" means the time until Clipflip acknowledges the request and escalates it to the appropriate channels. With the response, the Customer receives an update and an estimated time for complete resolution.

(c) Resolution times are target times. Where an incident is caused by third-party networks, platforms or services outside Clipflip's reasonable control (see clause 7.4(b) of the Terms of Use), Clipflip will use reasonable endeavours to restore the Services and keep the Customer informed.

1.4 Availability

Clipflip targets a monthly availability of 99.5% for the Platform, ad serving and playback of Customer Videos, measured over each calendar month. Scheduled maintenance announced at least 48 hours in advance, urgent security maintenance, and outages of third-party networks, platforms or services outside Clipflip's reasonable control are excluded from this calculation. No service credits apply unless agreed in the Insertion Order Form.

PART 2 – SELF-SERVICE (PLATFORM / STUDIO)

2.1 Support response times for non-technical issues

Requests through the support email or support chat: reply within 3 hours. This covers, for example:

- Questions about usage of the tool, for example:
  - how to restore a project
  - a new project does not show in the dashboard
  - problems creating new overlays
  - problems while uploading a video
- Invoicing and payment
- Login-related questions, for example:
  - a login no longer works
  - adding new team members
- Reporting, for example:
  - a CSV export from a report looks incorrect
  - data is missing
  - overlays are not tracked

2.2 Onboarding and training

Onboarding and training on the tool will take place within 3 Working Days of the request and covers:

- Account setup
- Training content:
  - uploading videos, buttons and overlays
  - creating buttons and overlays
  - adding interactivity
  - publishing the video (VAST, iframe, public URL)
  - reporting

2.3 Technical failure and resolution (Platform)

Severity level 1: response time 1 hour, resolution target 4 hours. Total service failure, for example:

- no access to the Studio or the Clipflip Platform; or
- videos will not display or begin playback.

Severity level 2: response time 6 hours, resolution target 24 hours. Medium-level service failure, for example:

- the video plays but one hotspot and/or overlay does not appear or throws an error;
- access to one service or tool within the Studio is limited;
- a Studio service or tool is displaying incorrect information or functioning incorrectly; or
- sporadic playback failure in one region.

Severity level 3: response time 12 hours, resolution target 36 hours. Low-level service failure, for example:

- a hotspot or overlay is displaying incorrect information or its appearance is unsatisfactory; or
- an erroneous playback or display issue in one region or on one device or one desktop browser.

2.4 Information required for incident reports (Platform)

- browser and browser version, operating system;
- internet connection type (mobile, fixed line, Wi-Fi, etc.) and location where the fault occurred;
- project name or ID and steps leading up to the fault;

- visual references and/or screenshots where possible.

PART 3 – MANAGED SERVICES

3.1 Support response times for non-technical issues

Requests regarding campaign setup, creative briefings, reporting, invoicing and other non-technical questions: reply within 3 hours.

3.2 Creative production

(a) **Standard formats** (for example overlays, buttons, hotspots, video-in-video, product sliders based on existing templates): first version within 3 Working Days of receipt of all required materials (see 3.3).

(b) **Special formats** (for example 3D configurators, forms and lead generation with CRM or dealer integration, custom product feed integrations, games or other bespoke development): timeline as agreed per project in the Insertion Order Form or SoW.

(c) **Revisions:** two rounds of corrections are included per Customer Video. Each round is delivered within 1 Working Day of receipt of the Customer's consolidated feedback. Further rounds or changes to the agreed concept are scheduled and, where applicable, charged as agreed.

(d) **Tags:** ad tags (VAST, iframe or other agreed format) are delivered within 1 Working Day of the Customer's final approval.

(e) **Campaign setup support:** on request, Clipflip supports the Customer with the setup of the tags in its DSP or ad server.

3.3 Required materials and information

- Video: MP4, max. 500 MB
- Overlays, buttons, logo, images: PNG or JPG, max. 300 KB
- Texts: button text max. 20 characters; overlay headline max. 20 characters, overlay text max. 150 characters
- Destination URLs, including any tracking parameters
- PDF or picture for download: public URL of the file
- Timing of the overlays (in seconds) and storyboard
- Product feed (where applicable): feed URL, format (XML or CSV) and the fields to be used (e.g. product ID, name, price, image, link)
- Target DSP or ad server (e.g. DV360, Adform, The Trade Desk, Magnite, PubMatic, Google Ad Manager) and placement type (in-stream pre-roll, outstream, onsite)
- Third-party impression and click trackers, if any
- Campaign flight dates and booked impressions

3.4 Live campaign incidents

Severity level 1: response time 1 hour, resolution target 4 hours. Total failure of a live campaign, for example:

- ad tags do not serve or the Clipflip ad server is unreachable;
- Customer Videos do not play across all placements; or
- tracking and reporting are completely unavailable.

Outside business hours, Severity 1 incidents affecting live campaigns are handled on a best-effort basis via the emergency contact +43 664 73553525 (see 1.2(c)).

Severity level 2: response time 6 hours, resolution target 24 hours. Partial failure, for example:

- the product feed does not update or shows outdated products or prices;
- impressions, clicks or interactions are not tracked for one or more creatives;
- a counting discrepancy of more than 10% between Clipflip and the Customer's DSP or ad server; or
- a creative is rejected by the DSP or ad server.

Severity level 3: response time 12 hours, resolution target 36 hours. Minor issues, for example:

- a display issue in a single DSP, player, device or browser;
- cosmetic issues in a Customer Video; or
- incorrect labels or formatting in the reporting dashboard.

3.5 Information required for incident reports (Managed Services)

- Clipflip project or tag ID;
- DSP or ad server, campaign and line item / placement ID;
- affected time period and, for discrepancies, the figures from both systems;
- screenshots or screen recordings where possible.

3.6 Reporting

Campaign data is available in the reporting dashboard within 24 hours and can be exported in CSV format.