

General Terms and Conditions for Providers of the Digital Platform it-sa 365

October 2023

1. **Platform Operator**
NürnbergMesse GmbH,
Messezentrum 1, 90471 Nürnberg
itsa365@nuernbergmesse.de
www.itsa365.com
2. **Preamble**
NürnbergMesse GmbH develops technologies and services that are used to enable people and companies in IT security to network with one another and maintain contact throughout the year, in addition to the trade fairs held regularly at the exhibition venue in Nuremberg.
NürnbergMesse GmbH is referred to as "NürnbergMesse" or the "Platform Operator" below, and the other party to the Agreement is referred to as the "Provider."
it-sa 365 combines a number of functions that it provides to the Provider by way of the purchase of various participation packages. These functions can be subdivided into four categories: (i) Interaction & Networking, (ii) Products & Solutions, (iii) Information and (iv) Web Seminar. When the Provider purchases the participation packages, it gains access to the functions they include.
3. **Application**
 - 3.1 By submitting a completed electronic application form, the Provider will order services as described in the Package Description that applies at the time of the order. After the application process is completed, the Provider will receive a confirmation of receipt of the application. The application is an offer to contract made to the Platform Operator, and cannot include conditions or reservations; in particular, requests for particular aspects of the services included in a package (e.g., presentation slots, positioning in the newsletter or advertisements on the Platform) cannot be stipulated as conditions for participation. In order for reservations or conditions stated in the application to be applicable, they must be confirmed in writing by the Platform Operator. Being assigned access to services and facilities does not depend solely on the order in which applications are received.
 - 3.2 **Admission / Confirmation of participation**
The Platform Operator will decide on admitting the applicant and the items applied for to it-sa 365 by sending a confirmation of participation in letter or text form (e.g., email).
The contract will be formed by the admission and the consequent confirmation of participation. There is no legal entitlement to admission. It is further entitled to restrict the exhibition items applied for.
If an Provider has previously failed to meet its financial obligations to the Platform Operator in a timely manner, or has wholly failed to meet them, that Provider may be excluded from admission.
 - 3.3 By placing the online application, the Provider accepts the Terms and Conditions for Providers of the Digital Platform it-sa as binding. The application is binding on the Provider. The contract begins with the written confirmation by the Platform Operator and ends after 12 months without the need for a termination.
4. **Performance of the Platform Operator**
The Provider can choose among several participation packages. Their content can be found in the Service Description of the Digital Platform that has been sent to the Provider. On formation of the Contract, and after the participation fee has been paid in full, the Provider will receive access to the participation opportunities that has been booked.
5. **Withdrawal from the application and partial cancellation of services**
If the Provider cancels the booked services or facilities, or does not use them, it will not be entitled to a full or partial refund of the paid participation fee. The Provider is entitled to cancel the Contract between the Provider and the Platform Operator at no charge up to 14 days after receiving the confirmation of participation.
6. **End of contract**
The contractual relationship begins with the written confirmation by the Platform Operator and ends after 12 months, without the need for a termination. The Provider's virtual presentation on the Platform will be deactivated, and the data provided by the Provider will be deleted within not more than 3 months. Any unused services or facilities in a booked participation package will expire.
7. **Provider's obligations**
 - 7.1 The Provider is under an obligation to ensure the technical facilities needed to participate in the Digital Platform. The Platform Operator can provide technical support only if the Provider has the necessary infrastructure.
 - 7.2 The Provider has sole responsibility for its own virtual presentation. It must ensure that it holds the rights to use all content in the virtual presentation (such as texts, graphics) and that no other parties' copyrights are infringed. The Provider shall indemnify the Platform Operator against claims of third parties of any kind whatsoever arising from an infringement of industrial property rights and/or an infringement of copyright.
 - 7.3 The Provider will choose a secure password, keep it secret, and handle it confidentially. The Provider will not transfer its account or user information to third parties.
 - 7.4 The Provider will allow the Platform Operator to use the Provider's logo and/or company name, even if these are trademarked, for the purpose of publicising the Digital Platform.
 - 7.5 The Provider agrees not to publish or disseminate any unlawful, misleading, discriminating or fraudulent content on the online Platform. Only content about IT security may be published.

8. Cost of participating in event as an Provider and payment procedures

The costs for the respective participation opportunities for the contract period defined in Section 3.3 can be found in the Service Sescription. All prices are understood to be exclusive of VAT required by law.

Invoices are due on the date stated on the invoice and are payable without discounts. All payments must be made free from deducted charges and in EUROS, stating the invoice number.

9. Availability of the online Platform

NürnbergMesse reserves the right to suspend or cancel the Digital Platform or any part thereof for good and compelling reasons.

10. Advertising/Impermissible content

The Provider is permitted to post advertising of all kinds within the Digital Platform, but only for the products and/or services made or marketed by the Provider.

11. License for NürnbergMesse

Under the Contract between the Provider and NürnbergMesse, the Provider will be the owner of the content and information that the Provider sends to or publishes on the Digital Platform, and grants NürnbergMesse and its affiliates a non-exclusive license for the following:

The universal, transferable and sublicensable right to use, copy, modify, disseminate, publish and process information and content provided by the Provider by way of NürnbergMesse's Digital Platform, without further consent from the Provider or communication and/or compensation paid to the Provider or third parties.

12. Liability, insurance, accident protection

The Platform Operator will be liable without limitation only in cases of wilful misconduct or gross negligence, or for loss or damage owing to injury to life, limb, or health.

In all other cases, the Platform Operator will be liable only

- For breaches of essential contractual duties. Essential duties are duties without the fulfilment of which the Contract cannot be properly performed, and the fulfilment of which the Provider is regularly permitted to rely upon.
- Insofar as the Platform Operator is required by law to take out liability insurance, or such insurance is customary.
- Insofar as the Platform Operator has made exceptional claims to trust, or holds a qualified position of trust.

In these cases, however, the Platform Operator will be liable only for foreseeable loss or damage typical of the Contract (and therefore, as a rule, not for consequential loss or damage) and in such cases, only up to a maximum of EUR 100,000 per instance of loss or damage. The liability limitation will apply only vis-à-vis businesspersons, legal entities under public law, and special funds under public law. Otherwise, there will be no liability for ordinary or slight negligence. This liability limitation will also apply to the conduct of the Platform Operator's assistants and vicarious agents. In particular, NürnbergMesse offers no warranty or guarantee concerning the online Platform, and does not warrant that services will be uninterrupted or free from error.

13. Place of performance, jurisdiction and venue, prevailing language

The place of performance will be Nuremberg. This will also apply for the jurisdiction and venue if the Provider is a "merchant" (Kaufmann) as defined in German law or a legal entity under public law, or has no general place of jurisdiction and venue in Germany. The Platform Operator is also entitled to bring action against the Provider at the Provider's general place of jurisdiction. The business relations between the Platform Operator and the providers are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

In case of discrepancies between the original German version of these terms and conditions and a foreign language translation, the German version shall prevail.

14. Data protection notice

Personal information will be processed by the Platform Operator, as the controller under the terms of data protection law, and if applicable by its ServicePartners/service providers, in compliance with the relevant data protection regulations, for purposes of supporting and informing the Provider and interested parties, and in order to provide the offered services and facilities (legal basis: Art. 6 (1) (b) of the EU GDPR). In many cases, the Platform Operator is supported by service providers and ServicePartners in performing its tasks, such as sending out newsletters and e-mailings, processing payments, processing orders, credit checks, web hosting, or data maintenance and analysis. All service providers and ServicePartners have been carefully selected, and the necessary contracts under the data protection laws have been made with all service providers and ServicePartners. Personal data are processed by our service providers and ServicePartners in compliance with the relevant data protection regulations for purposes of supporting and informing the Provider and interested parties, and to provide the offered services and facilities. If you use the Digital Platform, your company and user profile data will be accessible to other users and providers of the Digital Platform according to the contractual performance.

In accordance with the principle of data economy and data reduction, only data will be processed that are absolutely necessary for the indicated purposes. Personal data will of course be treated confidentially and protected to the best possible degree by appropriate security measures.

Of course the applicable agreements on outsourced processing have been made wherever required by law.

Personal data will be retained until the contractual relationship with the Platform Operator has ended and the data are also no longer needed for other legal reasons (e.g., because of statutory retention periods).

Every Provider has the right to lodge a complaint about this data processing with the pertinent supervisory authority for data protection, and subject to the requirements of law, may demand information, corrections, deletion or restricted processing, object to processing, or assert the right to data portability.

NürnbergMesse GmbH or its data protection officer will be pleased to answer any questions. Further information on data protection, in particular contact details, can be found at nuernbergmesse.de/en/data-protection.

15. Data use for promotional purposes

The Platform Operator has an interest in maintaining the customer relationship with its Providers and is providing them with information and offers about its own similar events and services or those of its subsidiaries. For that reason, the data sent by submitting the application (company name, address, telephone / fax number and email address) will be processed by the Platform Operator itself and, if applicable, passed on to its service partners as well as to its subsidiaries and processed by them, for the purpose of e-mailing appropriate event-related information and offers, as provided under Art. 6 (1) (f) of the EU GDPR.

You may object at any time to the use of data for the purpose of direct advertising, by notifying the Platform Operator; the same also applies for profiling if that profiling is connected with direct advertising. When an objection has been lodged, the data will no longer be used for this purpose. The objection may be stated in any form, with no need to explain reasons, at no separate charge other than the usual data transmission costs.

Further information on data protection, in particular on exercising your rights as a data subject and on how to contact us, can be found at www.nuernbergmesse.de/en/data-protection.

16. Severability clause

Should these Terms and Conditions of use be legally invalid in part, or contain an omission, the validity of the remaining provisions and of the Agreement itself will be unaffected thereby. In such a case, the parties agree to replace the invalid provision, or to remedy the omission, with a provision that can most closely achieve the economic purpose intended by the parties.

Service Description of Participation Packages and Additional Services – Digital Platform it-sa 365

October 2023

General:

NürnbergMesse GmbH develops technologies and services that give IT security persons and companies a chance to network and remain in contact with each other throughout the year and not only at the regularly held exhibitions in the Nuremberg exhibition venue. In the following, NürnbergMesse GmbH is referred to as NürnbergMesse or the Platform Operator and the contractual partner as the Provider.

The participation packages are described in detail in the following. Unless otherwise noted, all content comes from the contractual partner ("Provider") and is transmitted by it to the Platform Operator as a rule. For the sake of clarity, all content that must be delivered by the contractual partner is marked with an asterisk (*).

1. Company & Product Package

The Company & Product Package is the basic package for a presence at the Digital Platform it-sa 365. The package is a fundamental prerequisite for the booking of other packages and/or individual services. The performance period is 12 months.

- Company profile*

Company name, logo of the company (jpg. or png.), teaser/ company picture (jpg. or png.), brief profile, contact information (address, email (including linking)), website (including linking), links to social media channels (Twitter, LinkedIn, Xing, Facebook, Instagram and YouTube), text/ background information ("About us" – 4,000 characters including spaces), integration of 1 YouTube/Vimeo video and 1 PDF file (max. 5MB) for download. Classification in the product directory of the company profiles by storing a maximum of 5 nomenclature points is included in the price. Additional nomenclature points can be booked for a fee.

- 2 product pages included in the price*

Additional product pages can be booked for a fee. Product name, link to the company profile, logo of the provider, key facts (= brief description), product description (4,000 characters including spaces), integration of up to 5 pictures, integration of 1 YouTube/Vimeo video, 1 PDF file for download, tagging of innovations. Designation of a product expert who will be displayed with his or her user profile.

- Contact and interaction possibilities

Online appointment scheduling, exchanges via chat or video call (for example), link to personal profiles of your employees (prerequisite: employee = registered user* on the platform)

2. Starter Interaction Package

The prerequisite for booking this package is at least one Company & Product Package.

The package includes:

- Basic Action including leads

15-minute presentation slot on the Digital Platform it-sa 365.

The Provider can present his or her product or service live to a registered audience using a web conferencing

tool once during the contractual term of the participation package. This is possible within specified formats of NürnbergMesse (limited availability) or at a freely choosable date and time (in consultation with the Platform Operator). The time slot of the action will be assigned to the Provider by the Platform Operator. The Platform Operator will provide the necessary infrastructure, as well as facilitation and technical support.

Technical support consists of an introduction to the web conferencing tool and support during the video slot. This support can only be provided if the Provider possesses the necessary digital infrastructure or the action* is recorded in advance and made available to the Platform Operator no later than one week before the broadcast.

Users of the digital platform it-sa 365 can register for the presentation and consent to the disclosure of their data to the Provider if they participate. These data include (first name, last name, company name, email address). Afterwards, the Provider will receive the lead lists of the users participating in this slot. The Platform Operator does not guarantee a certain number of participants.

The Platform Operator will prepare a details page for the action for the purpose of advertising it. This details page will have the following contents*: teaser image (jpg. or png.), logo of the company (jpg. or png.), link to the company profile on the platform, brief description (description of the presentation/ action), classification of the presentation/ action (type of presentation, topic of the presentation), limitation of participants (optional), option to permit user questions (interaction). After the action, the recording will be integrated into the details page as a video about 2 to 3 weeks later. This details page can remain online as long as the Provider has booked the Basic Package.

- Marketing Boost

This service includes a onetime position in the IT Security Newsletter and it-sa 365 News and a onetime sponsored social media post.

The newsletter will be sent in the German and English languages at regular intervals of time. The Provider will have the option of sending the content in both languages to the Platform Operator and therefore to be present in the German and English versions.

The link in the German and English newsletter leads to the corresponding contents of the Provider on the digital platform it-sa 365. The link can only be guaranteed if the contents exist in the respective language.

The following presence options are available:

- 1 x advertisement* or
- 1 x link to the Whitepaper*/Case Study*, or
- 1 x product innovations advertisement with link to the company profile*
- 1 x link to the upcoming action*

The content will be included in an issue of the newsletter after consultation between the Platform Operator and the Provider. Presence options in the newsletter will be assigned on a "first come, first serve" basis.

In the social media post, the Platform Operator advertises one of the contents of the Provider on the digital platform it-sa 365 exclusively in one of the social media

channels (Twitter, LinkedIn, Xing). Contents and photographic material provided by the Provider will be posted after consultation between the Platform Operator and the Provider. A link to the contents of the Provider on the platform mentioned in the post will be provided. These contents can be:

- 1 x link to the Whitepaper*/Case Study* or
- 1 x product innovations link to the company profile or product profile* or
- 1 x link to the upcoming action*

- Whitepaper

The Provider will prepare a Whitepaper* in PDF format. Definition of a Whitepaper: A Whitepaper is a document containing premium-quality specialist information on a specific topics (e.g. case study, user description, analysis, market research results). It consists of at least two DIN A4 pages.

The Whitepaper will be labelled as such and will be announced in an article* that leads to the Whitepaper. To this end, the Provider must provide a teaser image (jpg. or png.), title of the Whitepaper and a description text with max. 4,000 characters including spaces to the Platform Operator. The Platform Operator reserves the right to make adjustments in consultation with the Provider. The Whitepaper can only be downloaded with the users' consent to disclose their data. These data include (first name, last name, company name, email address). The Provider will receive the corresponding lead list on a regular basis.

3. Extended Interaction Package

The prerequisite for booking this package is at least one confirmed Company & Product Package. The package can be booked in the Online ExhibitorShop and includes:

- Extended Action including leads

The Extended Action consists of a 30-minute presentation slot (detailed description in the Starter Interaction Package under Basic Action).

- Targeted Marketing Boost

Prior to the Interactive Action, the Platform Operator will send out a targeted invitation email to registered users whose interests match the topic of the Interactive Action. This email will be geared specifically to the topic-specific advertising of actions and will contain a link to the details page of the action on the Digital Platform it-sa 365. The text, layout and transmission time will be specified by the Platform Operator.

The emails can be sent at the earliest when all contents for the action details page are available to the Platform Operator. The emails can be sent in the German and English languages, depending on the presentation language.

The Platform Operator reserves the right to advertise a maximum of up to 3 actions in one mailing if demand is high.

- Whitepaper

The provider produces a white paper* in PDF format. (Detailed description in the Starter Interaction Package)

4. Digital Sponsorship Package

This package is strongly limited (max. 3 simultaneous active packages) and the availability must be queried in the Online ExhibitorShop. The prerequisite for this package is at least one confirmed Company & Product Package. The

Platform Operator decides the selection of interested Providers. The term is 365 days from package booking. The package includes:

- Individual Action including leads

30-minute presentation format that can be customised according to the provider's wishes. The following elements, for example, are conceivable for the individual design: Inclusion of a survey, breakout sessions, discussion with several speakers, etc.

- Sponsored Notification

This is a subtle pop-up window on the Digital Platform it-sa 365. The Sponsored Notification is integrated on the Digital Platform it-sa 365 for one fixed day, appears on all sub-pages and is displayed to the visitors of the platform at least once during the booked period. The following content of the Provider is displayed: logo* (jpg or png), short text* with max. 280 characters, link to content of the Provider on the Digital Platform, such as presentation slot, job offer, whitepaper, company profile, etc. The provider has the possibility to send the content to the platform operator in both languages and to be present in the German and English version.

- Logo presence in the mailings around digital events

The Provider will be listed with its logo* as a sponsor in the mailing formats around the event for which the Digital Sponsorship Package is booked. These will be released in German and English. The logo links to the German and English company profile of the Provider on the Platform. The link can only be guaranteed if the Provider's company profile exists in the respective language.

- Logo presence in the actions of the digital event

The Provider's company logo* will be integrated into the start screen of the actions during the digital event for which the Provider has booked the Digital Sponsorship Package.

- Logo presence on the IT Security Talks page

The Provider's company logo* will be included on the page of the event for which the Digital Sponsorship Package has been booked. The logo links to the German and English company profile of the Provider on the platform.

- Social media post about the sponsors

The sponsors of the digital event will be mentioned in a social media post in the existing it-sa channels.

- Individualised profile and action advice

Advisory service of the Platform Operator by telephone and email

5. Additional services

The Provider has the option of booking additional services individually and singly. The prerequisite is at least one confirmed Company & Product Package. The additional services can be booked in the personal exhibitor section of the Online ExhibitorShop.

- Basic Action

(detailed description in the Starter Interaction Package)

- Extended Action

(detailed description in the Extended Interaction Package)

- Individual Action

(detailed description in the Digital Sponsorship Package)

Please contact itsa365@nuernbergmesse.de if interested. This individual service is only bookable upon request.

- Additional nomenclature points

For the company profile (detailed description in the Company & Product Package)

- Additional product pages
(detailed description in the Company & Product Package)
- Whitepaper
(detailed description in the Extended Interaction Package)
- Job offer
Publication of a job offer* by the Provider on the job board on the Digital Platform it-sa 365 and link to the company profile for the performance period of 2 months. Linking of a contact person for direct contact (note: the contact person must be registered as a user at it-sa 365). Presentation of the job offer with job description* (max. 10,000 characters), integration of up to 3 images* (as far as possible, we will take over the format from your template), linking of the company profile on the job offer, German and English version.
- Marketing Boost
(detailed description in the Starter Interaction Package)
- Targeted Marketing Boost
(detailed description in the Extended Interaction Package)
- Sponsored Notification
(detailed description in the Digital Sponsorship Package)
- Logo Slider
The Provider's company logo* is placed in a logo slider for a performance period of 6 months, which is prominently displayed on pre-defined pages of the Digital Platform it-sa 365 and can include other Provider logos. The logo links to the German and English company profile of the Provider on the Platform.
- Sponsored Video
A video* provided by the Provider as a YouTube or Vimeo link is integrated on pre-defined pages of the Digital Platform it-sa 365 for the performance period of 3 months. The video is presented with a headline* (max. 50 characters) and a text* (max. 180 characters). The Sponsored Video links to the German and English company profile of the provider on the platform.
- Logo in Search Display
The company logo* is placed in the search window of the Digital Platform it-sa 365 for a performance period of 2 months. 5 places can be filled by different Providers at the same time. The logo will be displayed to visitors of the platform when they use the search function. The logo links to the German and English company profile of the Provider on the Platform.

EUR 450 for Job offer
 EUR 1,340 for Marketing Boost
 EUR 1,850 for Targeted Marketing Boost
 EUR 1,190 for Sponsored Notification
 EUR 1,100 for Logo Slider
 EUR 1,490 for Sponsored Video
 EUR 1,990 for Logo in Search Display

All prices are quoted before the statutory value-added tax. Invoice amounts are due and payable without deductions on the date indicated on each invoice. All payments must be made free of charge and in euros and the invoice number must be quoted.

6. Costs of the platform presence as Provider, payment terms

The costs of the participation packages and additional services on the Digital Platform it-sa 365 described in Items 1-5 are as follows for the specified terms (from booking):

- Participation Packages:
 EUR 990 for the Company & Product Package
 EUR 2,990 for the Starter Interaction Package
 EUR 4,490 for the Extended Interaction Package
 EUR 9,490 for the Digital Sponsorship Package
- Additional services:
 EUR 1,790 for Basic Action
 EUR 2,990 for Extended Action
 Price upon request for Individual Action
 EUR 25 for for additional nomenclature points
 EUR 99 for additional product pages
 EUR 1,750 for Whitepaper