

Main Services Agreement («MSA»)

of Brame AG («Brame» or «Service Provider»), Neuhofstrasse 10, 8834 Schindellegi,
dated October 2022

- 1 Scope**
- 1.1 This MSA governs the use of the Service Provider’s services («Services») by the user («User»), including but not limited to:
- Cloud Services,
 - Consulting Services, and
 - Customized Services.
- 1.2 This MSA also applies if the User uses the Services free of charge. If no explicit agreement has been concluded, the User agrees to the MSA by starting to use the Services.
- 1.3 As a rule, the Services are accessible to all organizations and individuals except direct competitors. Competitors are prohibited from accessing the Services unless the Service Provider consents to such access in advance.
- 1.4 Any ordering of a Service by the User is subject to verification and acceptance by the Service Provider.
- 1.5 The «Agreement» between the User and the Service Provider consists of the MSA, the Service Level Specifications («SLS») and the privacy policy as well as, in the case of paid Services, an order form and its annexes («Order Form») (collectively, the «Agreement»).
- 2 Services**
- 2.1 Cloud Services**
- 2.1.1 Users can use mini games via templates or modules on the Service Provider's website and add features to launch their own marketing campaigns and generate leads («Cloud Services»).
- 2.1.2 The Service Provider may provide the Cloud Services or a part of them free of charge at its own discretion and reserving the right to terminate these Services at any time without the obligation to provide for any substitute.
- 2.1.3 Paid Cloud Services are provided in accordance with the terms of the Order Form, this MSA and the then current SLS.
- 2.1.4 To ensure that the Cloud Services remain up to date and effective, the Service Provider reserves the right to expand, change, amend or terminate its offer of Cloud Services at any time. This must not adversely affect ongoing marketing campaigns of paying Users.
- 2.2 Consulting Services**
- 2.2.1 In addition to the Cloud Services, the Service Provider offers consulting, maintenance and support services («Consulting Services»). Among other things, the User may purchase «Customer Success Manager» («CSM») as a Consulting Service (e.g., for support during setup and onboarding, for a strategy workshop or for game design).
- 2.2.2 The scope of the Consulting Services is specified in the Order Form.
- 2.3 Customized Services**
- 2.3.1 Upon request, the Service Provider offers bespoke products, such as interfaces for connecting to the User's software and User-specific mini games («Customized Services»).
- 2.3.2 The scope of the Customized Services is specified in the Order Form. The Service Provider ensures that the Customized Services correspond to these specifications and respects agreed deadlines. For the Service Provider to be able to deliver the Customized Services on time, the User needs to ascertain that there are no delays for which the User is responsible.
- 2.3.3 The User will test the Customized Services or parts of Customized Services the Service Provider has delivered within thirty (30) days of their delivery («Test Period») to ensure that they comply with the relevant specifications («Test»). This clause does not apply to Customized Services that are not intended to be tested. If a Customized Service does not meet its specifications,

the Service Provider will be granted two (2) attempts to remedy this circumstance. A Customized Service will be deemed accepted if no written complaint (by e-mail or in another form of text) is made within the Test Period.

- 2.3.4 Before a Customized Service has been delivered, the User may at any time request the Service Provider to make appropriate modifications. Any modification request only becomes binding once it is confirmed by the Service Provider. The User acknowledges that modifications may affect deadlines and costs.

3 Software Patches, Updates and Upgrades

Security-related patches and general updates are included in the ordered packages. Upgrades and additional features are charged separately and may be ordered via an Order Form.

4 Prices, Fees

- 4.1 The prices of the Services, of change requests or of any other services are specified in the Order Form. In the absence of such specification, the Service Provider's standard rates pursuant to the SLS will apply.
- 4.2 All prices are subject to any applicable value-added, sales or other taxes, duties or charges imposed on the Services («Taxes»). The User is responsible for the payment of all Taxes associated with the use of the Services unless the User provides the Service Provider with a valid tax exemption certificate approved by the appropriate tax authorities. If the Service Provider becomes liable for such Taxes, for whatever reason, the User undertakes to immediately reimburse the Service Provider, unless it has already been reimbursed. The Parties agree, where possible, on a reverse charge procedure to simplify the payment of Taxes.
- 4.3 The User is responsible for any bank or other fees incurred in the payment of the Services. All amounts are to be paid in full without any set-off, deduction or withholding.
- 4.4 All payments are due in full within fifteen (15) days of invoicing, or as otherwise specified in the Order Form. Annual or monthly charges for use of the Services will be

invoiced in advance of the relevant time period. After expiration of the payment term, the User is considered in default without the need of an overdue notice. The Service Provider may charge interest on overdue payments at a rate of 5% per annum from the date of the invoice until the Service Provider has received full payment of the amount due including all accrued interest.

5 Intellectual Property

5.1 Service Provider's Software Platform and Products

5.1.1 The Cloud Services, Customized Services, tools, features, etc. (together the «Products») used by the User run on the Service Provider's software platform or connect to it. The software platform and the Products represent the Service Provider's core technology. Customized Services are therefore to be considered adaptations or modifications of existing Products, not new developments.

5.1.2 The Service Provider is and remains the sole owner of the software platform and the Products, including any related works (e.g., written documents, computer code, concepts, data, know-how, etc.) and all related intellectual property and other rights worldwide.

5.1.3 Any improvement, development, modification or change of any kind of the software platform and the Products, including any related works (e.g. written documents, computer code, concepts, data, know-how, etc.), created, produced, written, edited, modified, designed or implemented during the term of the Agreement by the Service Provider with or without the User or any third parties, as well as any related intellectual property and other rights worldwide will be the sole and exclusive property of the Service Provider, without any claim for compensation by the User or any third party that may be involved.

5.2 User Content

The User is the sole owner of its own content, logos, marks, etc. and any related intellectual property and other rights, and will retain all rights, title and interest in such content and works. The User grants the Service Provider a limited right to use

such content and works during the term of this Agreement, if and to the extent necessary to provide the Services to the User.

5.3 Right to Use the Services

- 5.3.1 During the term of the Agreement, the Service Provider grants the User a limited, revocable, non-transferable, non-sublicensable and non-exclusive right to use the software platform and the Products for its business purposes in accordance with this MSA and the Order Form. Unless otherwise agreed, the use is limited to the country in which the User is headquartered.
- 5.3.2 The Service Provider expressly reserves any rights not explicitly granted. The User may not make any claims regarding these rights.
- 5.3.3 Any open source or third-party software included in the Services will be provided in accordance with the open source or third-party license.

5.4 User Commitments

The User will (i) offer the necessary assistance with regard to failure analyses, (ii) promptly report or forward any complaints and claims related to the Services, (iii) not take any action likely to damage the reputation of the Service Provider, infringe the Service Provider's intellectual property rights or expose the Service Provider to any liability or sanction, (iv) not modify or alter the Service Provider's Services and Products (including future versions) in any way (other than through the configuration options provided by the Service Provider) without the Service Provider's prior written consent, (v) not reverse engineer, disassemble or decompile, or attempt to reverse engineer, disassemble or decompile the Service Provider's Services and Products (including future versions), in whole or in part, (vi) not create derivative works of the Service Provider's Services or Products, (vii) not copy or otherwise reproduce, in whole or in part, the Service Provider's Services and Products, (viii) under no circumstances modify or remove any labels or copyright notices on the Service Provider's Services and Products, (ix) not manipulate the Service Provider's Services, Products and infrastructure, (x) not use the Services and Products for illegal, unfair or offensive purposes, (xi) not distribute viruses, Trojan horses or other malicious code through the

Services and Products, (xii) not scrape the Services and Products by means of automated scripts, and (xiii) not circumvent or attempt to circumvent any technical limitations or restrictions of the Service Provider's Services or Products.

5.5 Warranty, Liability

- 5.5.1 The Services and Products are provided «AS IS» and the Service Provider makes no warranty other than that the Services and Products have been developed expertly and in accordance with applicable industry standards, and do not contain any time bombs, viruses, Trojan horses, or other malicious code.
- 5.5.2 Notwithstanding the foregoing, Customized Services will be subject to the rights set forth in Section 2.3.3, whereby the Service Provider may make two (2) attempts to remedy a claimed and existing defect. If the Service Provider fails to remedy the defect, the price of the relevant Customized Services will be reduced accordingly. Any other warranty rights and, in the case of Customized Services, any warranty beyond the term of the Agreement are expressly excluded.
- 5.5.3 In the case of free Services, any liability of the Service Provider is excluded. In the case of paid Services, the Service Provider's total liability to the User or the User's total liability to the Service Provider, whether in contract, tort, breach of statutory duty or otherwise, will not exceed the price of the Services ordered. If the Agreement is concluded for more than 12 months, the maximum liability is limited to the pro rata amount corresponding to a term of 12 months. Neither party will be liable for any lost profits, revenue, data, goodwill or indirect, exemplary, incidental, special or consequential damages suffered by the other party. Notwithstanding the above, nothing in this Agreement will exclude or limit in any way the liability for (i) any infringement of the Service Provider's rights pertaining to the software platform and the Products, or (ii) gross negligence, willful misconduct, fraud, death, or personal injury.
- 5.5.4 The Service Provider will fully indemnify the User in the event that any action or proceeding is brought against the User for infringement of any existing rights of a third party by the Service Provider's

Services or Products, provided that (i) the User immediately notifies the Service Provider of the claim and the impending assertion of a claim, (ii) the Service Provider is granted sole authority to investigate, defend or settle the claim, and (iii) the Service Provider is provided with the requested assistance in investigating, preparing, defending and settling the claim, subject to reimbursement of the User's reasonable expenses.

5.5.5 The User warrants and represents that the User's own content or third-party content used by the User does not violate any applicable laws or intellectual property or other rights of third parties. The Service Provider is not liable for the User's own content or for third-party content used by the User. The User will be solely responsible for such content and will fully indemnify the Service Provider in this respect.

6 Confidentiality, Data

6.1 Confidentiality

6.1.1 The Parties agree to keep confidential all confidential information disclosed by one party (the «Disclosing Party») to the other party (the «Receiving Party») («Confidential Information»). Without limitation, all non-public information about the Service Provider's Services, Products and software platform is Confidential Information. All other Confidential Information must be (i) designated as such in writing or in another tangible form by the Disclosing Party at the time of disclosure and clearly marked as «internal», «confidential», «secret» or «proprietary», (ii) if initially disclosed by the Disclosing Party in oral or in another intangible form, designated as «internal», «confidential», «restricted», or «proprietary» at the time of disclosure, and placed in tangible form as well as provided to the Receiving Party by the Disclosing Party within thirty (30) days of the date of initial disclosure, or (iii) otherwise reasonably considered confidential at the time of disclosure.

6.1.2 Notwithstanding the foregoing, Confidential Information does not include any information that (i) is now or at a later date generally available to the public through no fault of the Receiving Party, (ii) was demonstrably in the Receiving Party's lawful possession prior to its disclosure by the

Disclosing Party, (iii) was independently developed by a Party without the use of Confidential Information, or (iv) a Party lawfully receives from a third party that has the right to disclose the Confidential Information.

6.1.3 The parties agree to keep the Confidential Information strictly confidential and to take all reasonable precautions to prevent its unauthorized use or disclosure. The parties agree not to use the Confidential Information for any purpose other than the fulfillment of this Agreement.

6.2 Data

6.2.1 The Service Provider may collect data in connection with the performance of the Services. However, the Service Provider may process personal data for its own purposes only in anonymized and aggregated form.

6.2.2 If and to the extent the Service Provider's Services include or require the processing of personal data, the Service Provider will (i) process such personal data as a data processor for and on behalf of the User as data controller and only in accordance with the User's instructions and/or directions, (ii) adopt and implement technical and organizational security procedures and measures necessary or appropriate to maintain the security and confidentiality of the processed personal data and to protect such personal data from unauthorized or unlawful processing, accidental loss, destruction or damage, and (iii) comply with the data protection laws directly applicable to it as a data processor. The User represents and warrants that it is authorized to process all personal data in accordance with applicable data protection laws. If necessary, the parties will conclude a data processing agreement which will become an integral part of the Agreement.

6.2.3 The User may request the Service Provider to hand over the User's data until thirty (30) days after the end of the Agreement. The data will be handed over free of charge, but the User does not have any claim to a specific form of compilation or presentation of the data. After this period, the Service Provider is no longer obliged to retain or hand over the User's data and may delete or destroy all copies of the User's data in its systems or otherwise in its possession or under its control, unless the

Service Provider is under a contractual or legal obligation to retain the data.

7 Term, Termination

- 7.1 The term of the Agreement is specified in the Order Form. The Agreement will be renewed for successive terms of the same length unless terminated by either party in writing (e.g., by e-mail) at least sixty (60) days prior to the expiration of the term. The Service Provider's then current prices remain valid through the renewal.
- 7.2 Either party may terminate this Agreement in writing at any time (i) in the event of a material breach of this Agreement by the other party not cured within thirty (30) days after written notice of such breach, or (ii) if the Services and Products are used in a manner not in accordance with this Agreement.
- 7.3 Upon termination of the Agreement or if a material reason for termination is present, (i) any rights of use and other rights granted to the User under this Agreement are terminated, and (ii) the User agrees to immediately pay all outstanding charges, fees and otherwise owed amounts.
- 7.4 In case of free Services, the Agreement begins when the User starts using the Services and ends with the deactivation of the User's account. The Service Provider may terminate free Services or delete the account of a User of free Services at any time without replacement or compensation.
- 7.5 The provisions of section 4 et seq. of this Agreement will remain applicable even after termination of the Agreement.

8 Miscellaneous

- 8.1 **Marketing.** The User agrees that the Service Provider may, during the term of the Agreement and after its termination, use the User's name and logo as well as respective case studies on its website and in other materials (flyers, brochures, presentations, use cases, newsletters, etc.), and that it may name the User as a user or customer. The User may revoke this permission in whole or in part at any time by written notice (e.g., by e-mail).

In addition, the User agrees to receive information about the Service Provider's products and offers (e.g., via e-mail) during

and after termination of the Agreement. The instructions for opting out of these mailings can be found in the corresponding messages.

- 8.2 **Entire Agreement.** This MSA together with the documents referenced herein constitute the entire agreement between the Service Provider and the User with respect to the Services. Any additional agreements are void, unless explicitly stated in the Service Provider's Order Form.
- 8.3 **Severability.** If at any time any provision or part of a provision of this Agreement is or becomes invalid or unenforceable, then neither the validity nor the enforceability of the remaining provisions or the remaining part of the provision will in any way be affected or impaired. In this case, the Service Provider undertakes to immediately replace the invalid provision with a valid provision which best reflects the original intention in terms of its content.
- 8.4 **Assignment.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior written consent of the other party (which will not be unreasonably withheld); provided, however, that either party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, to an affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will be binding upon and inure in its entirety to the benefit of any successors permitted in accordance with this section.
- 8.5 **Amendments to this Agreement.** Any amendments to this Agreement will be made in writing (whereby any electronic form of text also satisfies the requirements of written form under this Agreement). Notwithstanding the foregoing, the Service Provider reserves the right to amend this Agreement or any documents referenced in the Agreement at any time by notifying the User (by e-mail). If the User does not object (by e-mail) within thirty (30) days after the notification, the User is deemed to have agreed to the changes.
- 8.6 **Applicable Law and Jurisdiction.** This Agreement and any other agreements in connection with the Services will in all respects be governed by and construed and

enforced in accordance with the laws of Switzerland (without regard to conflict of law principles or international treaties that would result in the application of any law other than Swiss law). All disputes arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the state courts of Zurich, Switzerland.