

Special Terms of Use for optivo® Recommendations

1. Subject of the contract and provision

- (1) optivo provides, as a supplementary service to optivo broadband, software functionalities for the optimisation of the targeting of advertising at users of its customers' websites (additional function). The objective is to increase the relevance for the users through the personalisation of the customer dialogue (e.g. individual product recommendations in mailings). This relates to applications for the calculation of individual recommendations.
- (2) For this purpose, the customer sets up a so-called "tracking" on its systems and exports its product data base to optivo. optivo will analyse that data in cooperation with epoq GmbH (more information can be accessed at www.epoq.de) and calculate individual recommendations. The thus provided content can be used by the customer in the traditional use of optivo broadband in order to personalise the message.
- (3) You can find more detailed information on the basic system requirements, performance parameters, implementation, use and data processing in the service description. The details are regulated in the detailed specifications. Both documents are available on request.

2. Implementation and adjustment tests

- (1) Before the first operative use of the additional functions of the subject of the contract, an implementation test must be carried out by optivo. There will be no operative message dispatch without a successful test and explicit approval by optivo.
- (2) If the customer makes changes to its technical systems which could affect the implementation or operating ability of the additional functions that are the subject of the contract, it must inform optivo to that effect in writing four weeks before the change is made, unless only a shorter notice period is possible in order to defend against specific threats for the security and integrity of the systems. optivo will promptly inform the customer if an adjustment test is necessary. The same applies if a modification according to Section 4 is concerned.
- (3) The carrying out of the test will be coordinated between the contract partners. The tests under this section will be carried out free of charge.

3. The customer's obligations

- (1) The customer must provide optivo with information on the use behaviour of the users of the website. The scope, procedure and type and manner of the data processing are specified in the description referred to in section 1(3).
- (2) optivo will analyse the user behaviour of individual users on the customer's website so that it can provide the customer with proposals for individual message dispatch. The customer is solely responsible for verifying whether and to what extent this service is legally permitted in a specific case (e.g. competition and data protection laws).

- (3) The customer must itself ensure that the collection, transfer, processing and other use of the data occurs in a permissible manner and may have to obtain explicit consent from the affected persons or take other measures to ensure that the additional function is used in compliance with the law. The customer will remain the responsible party for the data processing. optivo will only provide assistance in this context by providing software as an SaaS service for the data processing.
- (4) optivo points out that the service under section 1, as a rule, requires the explicit prior and informed consent of the affected end users. The customer is therefore responsible for comprehensively informing the end users about the processing by optivo, implementing and carrying out the procedure in compliance with the law and obtaining the end user's consent in compliance with the law.
- (5) The customer must ensure that the data on the use behaviour on its website transmitted in connection with the web analysis is transmitted exclusively in pseudo-anonymised form.
- (6) The customer warrants that the provided or integrated descriptions, photographs, products, services and prices are up-to-date, correct and complete and that it holds all the necessary rights for use within the additional function. The customer grants optivo, free of charge, a non-exclusive worldwide licence limited to the term of the contract, to copy, disseminate, edit, publicly reproduce, display and make available the collected and provided data.
- (7) The customer hereby indemnifies optivo against all and any third-party claims stemming from the provision of this functionality.

4. Modification of the contract / change request procedure

- (1) At the beginning of the contract, the services will be adapted for the customer, particularly for the specific technical and content requirements of its website. If the additional service is technically further developed or if the customer's website is changed, individual modifications may be necessary in order to continue the service relationship. Both the customer and optivo can therefore request modifications, provided that they are technically practicable and reasonable. In this context the following procedure will be applied:
 - a) optivo/the customer will notify the other party about the changes;
 - b) optivo will assess the change request (submitted in written form) and submit to the customer within 10 business days the result of the assessment together with any resulting costs or postponements of the service period, in the form of a binding offer; if optivo itself gives notification of a change, the information will be contained in the notice under item a);
 - c) the customer shall assess the offer within 10 business days from the receipt thereof;
 - d) if the customer accepts the offer in written form within the time limit, the changes will become a part of the contract; if the customer does not accept the offer, the parties shall perform the contract within the limits of the agreed service scope.
- (2) During an ongoing change request procedure, optivo shall continue the services subject of the contract as scheduled, unless the customer instructs it that the work should be discontinued or restricted until it makes a decision.

5. Remuneration

The remuneration to be paid by the customer shall be based on the order. The payment terms shall be based on the provisions of the GTC for optivo broadband (Section 12).

6. Liability and warranty

The provisions of the GTC for optivo broadband apply (Section 13).

7. Termination

- (1) This contractual supplement shall become effective upon the receipt of the declaration of acceptance and is concluded for an indefinite term.
- (2) The additional function can be terminated by either party, giving three months' notice, effective at the end of a month. Once-off set-up fees and other contracts (optivo® broadband) are not affected by this. The right of both parties to terminate the contract without notice for good cause remains unaffected.

8. Final provisions

The provisions of the GTC for optivo broadband apply (Section 20).

As at: March 2015