

General Terms and Conditions for the Licensing of Content

1. Contracting parties

The entity of the Anschutz Entertainment Group (hereinafter "**AEG**") named in the Content License Agreement (hereinafter "**Offer**") is the licensor and the company named in the Offer (hereinafter "**User**") (hereinafter User and AEG together also "**Contracting Parties**") is the licensee of rights to the digital content named in the Offer (image, sound, audio recordings, text contributions, etc.; hereinafter "**Content**" or "**Material**").

The Offer and these General Terms and Conditions are hereinafter jointly referred to as the "**Contract**". The transmission of the Material and the granting of rights of use shall be subject to the provisions of the following terms and conditions, unless otherwise stated in the Offer or otherwise agreed in writing.

2. Scope of application**2.1. Area of application**

For this business relationship between AEG and the User, the following General Terms and Conditions shall apply exclusively. Deviating terms and conditions of the User shall not apply.

2.2. Future area of application

AEG's General Terms and Conditions shall also apply to future offers, contracts, and services in connection with the transmission and/or use of the Material, even if these are not agreed again separately.

2.3. Validity of the definitions

The definitions of these GTC also apply to the Offer and vice versa.

2.4. Conclusion of contract

AEG's Offer can only be accepted up to the time at which AEG can expect to receive the response under normal circumstances (cf. § 147 para. 2 BGB (German Civil Code)). The User shall declare acceptance of the Offer by signing and returning it to AEG. If the signed offer is received late or contains handwritten or other changes by the User, this constitutes a new offer by the User (cf. § 150 BGB (German Civil Code)) and AEG is not obliged to accept this new offer.

3. Subject matter of the contract**3.1. Granting of rights**

AEG is authorized by the author (e.g. the photographer or copywriter) to dispose of the rights of use and exploitation of the Material.

In this respect, AEG grants the User the non-exclusive, non-transferable and non-sublicensable right to use and exploit the Material in accordance with the license agreed in the Contract.

The User is not granted any further rights of use or exploitation.

3.2. No granting of rights to other third parties

In addition to the rights of the author of the Material, rights of other third parties (hereinafter "**Other Third Parties**") may also exist in the Material. This applies in particular to the protected rights of persons, brands, names and works depicted or described in the Material. AEG expressly does not warrant that the Materials are free from the rights of Other Third Parties.

If included in the Offer, the granting of rights includes publication in all known and unknown forms of freely accessible areas on the Internet.

The granting of the rights is subject to the condition precedent of full payment of the Contract (see section 4.1). The following rights of use are expressly not granted and require the prior written consent of AEG:

- 3.2.1.** The transfer of the rights of use granted and the passing on of the Material or the transfer of rights to third parties. Rights of use granted may not be transferred without the consent of AEG even if the transfer takes place in the context of the overall sale of a company or the sale of parts of a company (§ 34 para. 3 UrhG (German Copyright Act)). This clause is to be understood as a separate agreement pursuant to § 34 para. 4 UrhG (German Copyright Act). Exclusive rights or blocking periods must be agreed separately;

- 3.2.2.** The Material may not be stored in a database system, as archive material or otherwise electronically utilized or processed, in particular not in online systems (Internet, intranet, mail systems, etc.);

- 3.2.3.** The right of reproduction, making available to the public - except where agreed via the Internet - and distribution;

- 3.2.4.** Enable and allow visitors to a website to permanently store the Material (download) or otherwise transfer the right of making available on demand, i.e. the right to store the Material, to make it available to the public, to one or more retrievers, in all analog or digital electronic databases, electronic data networks and networks of telecommunications services;

- 3.2.5.** Any renewed use or other extension of the right of use originally granted. This applies in particular to the release of the Material for advertising purposes.

- 3.2.6.** The right of communication to the public, i.e. the right to reproduce the Material commercially or non-commercially, by means of sound carriers, image carriers, video carriers, multimedia carriers or other data carriers, in particular also magnetic tapes, magnetic tape cassettes, video disks, chips, in all formats, using all analog and digital processes and techniques (except within the agreed framework via the Internet);

- 3.2.7.** The editing right, i.e. the right to transform and edit the Material as desired, either yourself or through third parties, while respecting the moral rights of the author. In particular, neither falsifying or distorting the meaning of the Material, in particular by adding or omitting individual parts, nor alienating or distorting the tendency is permitted;

- 3.2.8.** - unless agreed in the offer - the advertising right, i.e. the right to use the Material for advertising the website, also in any other media and outside the Internet, namely on television and in print media, in any case not for advertising third-party products;

- 3.2.9.** use of excerpts of the Material and use in connection with other works.

4. Obligations of the user**4.1. Contract payment**

The User undertakes to make the contractual payment to AEG as remuneration for the contractual transmission of the Material and the granting of the rights of use, which is made up of the sum of the individual remunerations listed in the Offer plus VAT (hereinafter "**Contractual Payment**"). The Contractual Payment is to be made within 3 bank working days after conclusion of the Contract (receipt of payment). Insofar as the User undertakes to bear costs or expenses, no deduction or set-off shall be made against the Contractual Payment.

4.2. Obligation of recognition

For each use, the User must identify both AEG as the source and the respective author of the Material. This recognition shall be done by means of a lettering in the size of at least 8pt directly next to or on the respective Material. The recognition shall be given in the following form: "Name of the author (see offer)/Anschutz Entertainment Group".

In contrast, the use of the word/figurative mark, the name and the 'key visual' of the Uber Arena, the Uber Eats Music Hall or the Uber Platz by the service provider/supplier is not permitted in reference communication and case studies, unless prior written permission has been granted in the individual case of use. The author must also be identified in this case.

Assemblies must be identified as such and indicated in the publication; the indication [M] (letter M in square brackets) must be used. The identification is required in such a way that leaves no doubt as to the identity of the author and the attribution to the individual contribution. Collective recognitions are only sufficient if they leave no doubt as to the attribution of the author to the contribution. AEG remains the right to transfer any secondary rights to collecting societies.

The User enables AEG to monitor the fulfillment of the recognition obligations at any time, e.g. through free access to all websites on which use takes place.

4.3. Clarification of rights of other third parties

The User alone is responsible for clarifying the rights of other third parties (see Section 3.2). The User shall bear all possible costs of a legal examination and obtaining the rights of other third parties for the use and exploitation of the Material intended by the User.

4.4. Unauthorized use

The User shall ensure that the Material is not used in a context that glorifies violence, is racist, anti-constitutional, violates human dignity, is religious, pornographic or otherwise discriminatory or is contrary to public safety and order or to the sense of decency of all fair-minded people and is likely to damage or disparage the reputation of AEG, the motif and/or the owners of the rights to the name in the public eye and public perception. The Material may not be distorted or otherwise impaired within the meaning of § 14 UrhG (German Copyright Act).

5. Obligations of AEG

5.1. Transmission of the Material

AEG is obliged to make the Material available to the User for use in electronic form (e.g. by e-mail) in the agreed technical quality and format immediately after receipt of the full contractual payment, but at the latest within one week. Transmitted Material shall always remain the property of AEG.

5.2. AEG will send the User corresponding invoices, but these do not constitute a prerequisite for the payment's due date.

6. Consequences of the expiry of the useful life

In the event that the Parties have agreed a limited period of use in the Offer, all rights granted to the User under this Contract shall end at the end of this period of use. The User must cease all use and exploitation at the end of the period of use and delete the Material transmitted to him and any copies immediately.

7. Defects and liability

7.1. Legal liability

Unless otherwise provided for in this Contract, including the following provisions, the Parties shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

7.2. Forfeiture of benefits

If the User does not exercise, use or call up rights or services available to him on the basis of this Contract, these shall expire without compensation after their non-acceptance or upon expiry of the period of use, without AEG being obliged to pay compensation.

7.3. Liability of AEG

AEG shall be liable for damages - irrespective of the legal grounds - in the event of intent and gross negligence. In the event of simple negligence, AEG shall only be liable for

7.3.1. Damage resulting from injury to life, limb or health,

7.3.2. Damage resulting from the breach of an essential contractual obligation (obligation whose fulfillment is essential for the proper execution of the Contract and on whose compliance the User regularly relies and may rely); in this case, however, AEG's liability is limited to compensation for foreseeable, typically occurring damage.

7.4. In particular, AEG shall not be liable for damages incurred by the User in connection with the use of the data supplied by AEG, whether caused by computer viruses in or on e-mails or comparable transmissions or attachments attached thereto, in or in connection with supplied data carriers or from/in AEG devices connected to the User's systems. The User is obliged to protect his computer and other digital systems with virus protection programs and other measures customary in the industry and to keep these protection systems up to date, insofar as this is technically feasible and reasonable.

7.5. Further liability of AEG

Any liability for fraudulent concealment of a defect, the assumption of a guarantee or a procurement risk, under the Product Liability Act and under other mandatory statutory provisions shall remain unaffected.

7.6. Validity of the limitations of liability for third parties

The above exclusions or limitations of liability apply to the same extent to representatives of AEG, executive and non-executive employees, other vicarious agents and subcontractors of AEG.

7.7. Burden of proof

A reversal of the burden of proof is not associated with the above provisions.

7.8. Exemption by the contractual partner

The User shall indemnify AEG upon first request against all claims by third parties, in particular claims for copyright and personal rights infringements by other third parties and in particular in cases in which the User violates the provisions of this Contract with regard to use, which should be asserted against AEG in connection with the exercise of the contractual rights. The User must inform AEG immediately of any impairment of the contractual rights of which he becomes aware. AEG is entitled to take appropriate measures to defend itself against third-party claims or to pursue its rights. The User must coordinate his own measures with AEG in advance. The indemnification also includes the reimbursement of costs incurred by AEG through legal prosecution/defense.

The User undertakes to also indemnify companies affiliated with AEG pursuant to Section 15 AktG (German Stock Corporation Act) (hereinafter "**affiliated companies**") accordingly in the cases specified in this clause.

7.9. In the event of unauthorized use of the Material, in particular in accordance with section 3.2, a minimum fee of twice the individual remuneration shall be due, subject to further claims for damages. If AEG is not identified in accordance with § 13 UrhG (German Copyright Act) or if the User violates § 14 UrhG (German Copyright Act), AEG shall be entitled to compensation in the form of a surcharge of 100% of the respective individual remuneration plus any administrative costs, unless the User proves that no damage or a reduction in value has occurred at all or is significantly lower than the surcharge plus administrative costs. The User shall indemnify AEG against any third-party claims resulting from the omission of the copyright notice or distortion of the work.

8. Assignment, offsetting

8.1. Assignment

This Contract and any claims, rights, obligations or provisions contained herein may not be assigned, sold, transferred or otherwise transferred for ownership or exercise by the User to any third party without the express prior written consent of AEG, which may withhold such consent in its sole discretion.

8.2. Offsetting

The User may only offset a counterclaim against AEG's claims arising from this Contract or exercise a right of reduction or retention if its claim is undisputed in terms of reason and amount or has been legally established. A further prerequisite is that he is not in arrears with the contractual payment at the time of asserting these rights. The right of the User to sue for an overpaid contractual payment remains unaffected.

9. Other agreements

9.1. Good behavior

The Parties undertake to show mutual respect, good conduct and loyalty. They shall at no time make negative comments about the other contracting party or its products or services or otherwise impair its reputation. The User also undertakes to show consideration for other contractual partners of AEG and the companies affiliated with AEG, in particular also for the Arena's name rights partner and other partners and sponsors of the Arena in accordance with this good conduct clause. These obligations shall continue to apply after termination of the Contract.

9.2. Confidentiality

The Parties undertake to treat the content of this Contract, in particular the services owed hereunder, as confidential vis-à-vis third parties - with the exception of the contracting parties' legal and tax advisors and credit institutions - insofar as this does not violate any statutory disclosure obligations of the Parties. The disclosure of contractual agreements of any kind to third parties is only permitted with the prior express written consent of the other contracting party, in the case of consumers in text form is sufficient, to protect the legitimate interests of one or both contracting parties or on the basis of mandatory statutory provisions. This obligation shall continue to apply after termination of this Contract.

9.3. Data protection

- 9.3.1. Unless otherwise contractually agreed, AEG and the User shall each process personal data received in connection with this Contract under their own and mutually independent responsibility.
- 9.3.2. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Parties undertake to implement appropriate technical and organizational measures to ensure a level of data protection appropriate to the risk.
- 9.3.3. The Parties each undertake to observe and comply with all applicable data protection regulations, in particular the General Data Protection Regulation and the German Data Protection Act.
- 9.3.4. The Parties shall be liable to each other for violations of data protection regulations in accordance with the statutory provisions. In the internal relationship, the User shall indemnify AEG against any liability for violations of data protection regulations insofar as the User bears a share of the responsibility for the cause triggering the liability. This also applies with regard to any fine imposed on AEG due to a violation of data protection regulations. The User is obliged to indemnify AEG from the fine to the extent that the User bears a share of the responsibility for the violation sanctioned by the fine. In the event of violations of data protection regulations, the provisions of this clause shall take precedence over the general liability provisions of this Contract.

provision, the Parties are obliged to negotiate an effective and reasonable replacement provision that comes as close as possible to the economic purpose pursued by the Parties with the invalid provision.

9.4. Applicable law, in particular for consumers

This Contract shall be governed exclusively and completely, i.e. in particular with regard to its conclusion, its effect and its interpretation, by the law of the Federal Republic of Germany. This shall also apply in particular if the User receiving the Material has its registered office abroad. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply. If the User is a consumer, mandatory provisions of the state in which the User as a consumer has his habitual residence shall remain unaffected by the choice of law made in sentence 1.

9.5. Place of performance and jurisdiction agreement

The Parties agree that the place of performance for all obligations arising from this Contract shall be the registered office of AEG. If the User is a merchant, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the place of business of AEG. However, AEG is also entitled in this case to file suit at the general place of jurisdiction of the User. If the User is a consumer, he is hereby informed in accordance with § 36 VSBG (German Act on Alternative Dispute Resolution in Consumer Matters) that AEG is not prepared to participate in dispute resolution proceedings at an arbitration board. The provision in clause 14 remains unaffected by this.

9.6. Complete contract

This Contract contains the entire agreements between the Parties. There are no verbal collateral agreements. With the signing of this Contract, all materials relating to the subject matter of this Contract, the previous exchange of documents, negotiations, understandings, agreements and consultations, whether written or verbal, between the Parties shall become invalid.

9.7. Written form

Notifications and declarations in connection with this Contract must be made in writing. This shall also apply to any waiver of this written form requirement. The telecommunication transmission of a notification or declaration signed by hand satisfies the written form requirement. In addition, an advanced or qualified electronic signature within the meaning of Regulation (EU) No. 910/2014 ("eIDAS Regulation") (e.g. via the provider 'DocuSign') also satisfies the written form requirement, but not a simple electronic signature within the meaning of the eIDAS Regulation. If the User is a consumer, the text form is sufficient for all notifications and declarations to AEG in connection with this contract.

9.8. Severability clause

Should a current or future provision of this Contract be invalid/void in whole or in part or should a loophole in this Contract or its supplements be found that needs to be filled, this shall not affect the validity of the remaining provisions. In the event of an invalid