

VENE DASH SERVICES AGREEMENT

This Vene Dash Services Agreement together with the applicable annexes, feature and pricing information provided by freenet digital GmbH, Karl-Liebknecht-Strasse 32, 10178 Berlin, Germany (hereinafter “Vene”) govern the use of the Vene Dash service provided by Vene as more particularly described below and on our website vene.io/dash. Each user will be referred to as “Customer” or “you”. Vene and Customer are each individually referred to as a “Party”, and together as the “Parties”.

1. General

1.1 Vene operates a proprietary software for the monitoring, tracking, management and optimization of digital marketing campaigns (hereinafter the “Software”). Additionally, Vene may provide consulting, customization and development services related to Customer’s use of the Software. In the following, the Software and all related services provided by Vene will be referred to as the “Services”.

1.2 The features of our Services are more particularly described in the features section on our website vene.io/dash. The Software is provided as so-called software-as-a-service on a 24/7 basis with an availability of 99% per year excluding times of maintenance as customary in the industry. Customers may have to agree separately to the terms and conditions related to certain additional features.

1.3 Customers agree to be bound by the terms of this Vene Services Agreement by agreeing to a package offered by Vene, either in writing or by way of sign up on our website vene.io/dash. This procedure shall be referred to as “Sign-up”. The agreement between Vene and Customer becomes effective when we confirm your Sign-up either via email or by starting to provide the Services to you, whichever is earlier. We reserve the right to accept or reject Sign-up applications in our discretion.

1.4 Following Sign-up, we will create your Vene Dash account. For that purpose, we may contact you for further information. You agree to provide the necessary information, and that the information you provide will be complete and accurate. Once your account is ready, we will notify you and provide you with your account log-in details. You can now use the Services.

1.5 Vene reserves the right to modify the Software for example by adding, optimizing or removing certain features and functionalities as part of the continuous further development of the Software to keep up with technological and market requirements as well as legislative changes. Accordingly, Customer’s right to use the Software is extended, but also limited, to the then-current version of the Software. If a modification is not reasonably acceptable for Customer, Customer has the right to terminate the Agreement. Such termination shall be the sole right of Customer resulting from a modification of the Software by Vene. Vene will communicate upcoming updates reasonably in advance, i.e. three days for regular updates, and at least one hour in case of critical security updates.

1.6 The provision of our Services requires the processing of data including personal data. Both parties commit to full compliance with applicable privacy and data protection laws and regulations. The Parties agree that Vene processes personal data on behalf of Customer and therefore, Customer is the controller of the data and Vene is the processor of the data as defined in applicable privacy laws and regulations. The data processing agreement stipulating the terms of the data processing agreed hereunder is attached to this Agreement as Annex DPA and forms an integral part of this Agreement.

1.7 Vene reserves the right to use third parties for the provision of the Services. Where such use of third parties requires the approval of Customer under statutory law, such approval shall not be unreasonably withheld or delayed.

2. Term

2.1 This Agreement commences on the date described in section 1.3 of this agreement. It runs until is terminated by either Party with one month' written notice.

2.2 The Parties' right under applicable law to terminate the Agreement extraordinarily for material reason remains unaffected.

2.3 Customer acknowledges and agrees that Vene has no obligation to retain any content and data of Customer following the termination of this agreement.

3. Fees

3.1 The fees payable by Customer in consideration of the Services provided by Vene including the applicable currency are agreed between the Parties either individually in writing or by Customer agreeing to a Vene pricing statement during Sign-up.

3.2 Usage-based fees will be invoiced at month's end. Regular recurring fees will be invoiced in advance. Invoices are payable within 14 days of the receipt of invoice. Monthly fees will be pro-rated for incomplete months.

3.3 Tracking and reporting of traffic data such as impressions, clicks, actions and others (is applicable) will be based on the Vene Software. If there is a discrepancy of more than 10% to the numbers of Customer, the Parties will analyze the matter in good faith and find an amicable solution based on the findings of the analysis. Discrepancies of smaller than 10% are hereby accepted by Customer as customary in trade.

3.4 Taxes. Each party shall be responsible for and pay its own income taxes, sales and use taxes, value-added taxes, and any other taxes, license or registration fees, duties, and other similar assessments or charges levied or imposed by any jurisdiction as a result of the execution of this agreement, the performance of any obligations under this agreement or the transfer of any property, rights or any other grant under the terms of this agreement.

4. The Services

4.1 For the term of this agreement, and subject to its terms, Vene grants to Customer the non-exclusive, non-transferable, non-assignable, limited right to use the agreed Services. Vene retains all ownership and intellectual property rights to the Software including derivative works thereof. Customer may not, and may not cause or permit others to:

a) remove or modify any parts of, or modify, make derivative works of, disassemble, reverse compile, reverse engineer, reproduce, distribute, republish the Services, or remove or modify any notice of Vene's proprietary rights;

b) make available to third parties, resell, sub-license, or otherwise commercially exploit the Services for its own benefit except as agreed hereunder;

c) gain unauthorized access to, manipulate or otherwise interfere with the Software and the operability of the underlying platform.

4.2 Vene offers additional onboarding, training, support and customization services. The Parties may already agree on certain of such Services during Signup. Additional services are subject to a separate offer by Vene at Customer's request.

4.3 The Services may enable Customer to add links to third-party media, content, applications and other properties (hereinafter "Third-Party Properties"), and to access such properties of third parties including advertisers, publishers, affiliate networks and others. Furthermore, the use of the Services may require the use of and/or interaction with third-party software and hardware such as for example browser software,

operating systems, network infrastructure and others (hereinafter “Third-Party Elements”). Vene assumes no responsibility for Third-Party Properties and Third-Party Elements. Customer accesses and uses Third-Party Properties and Third-Party Elements at its own risk and therefore acknowledges and agrees that Vene is not liable for any damages incurred by Customer from that use. Vene’s liability in cases where the relevant third-party acts as vicarious agent for Vene, or where Vene has acted as reseller of the relevant Third-Party Property or Third-Party Element, remains unaffected.

4.4 Customer grants to Vene the non-exclusive, worldwide, royalty-free right to use contents provided by Customer, or by third parties on behalf of Customer, for the purposes of this agreement, particularly for traffic analysis and service optimization and other agreed purposes.

4.5 The use of the Vene Services requires a password protected user account. Customer ensures that access to its account and use of the password protected or secure areas of the Vene Services is restricted to authorized users only. Customer is responsible for all activities that occur under the Customer user accounts, and Customer agrees to notify Vene of any unauthorized use promptly and without any undue delay.

4.6 It is the responsibility of Customer to ensure that Customer’s use of the Services is lawful. Therefore, Customer warrants and represents to have the right and authority to enter into this agreement and that its use of the Services will always be in accordance with applicable laws and regulations. Vene reserves the right to suspend Customer’s access to the Services where Vene reasonably suspects or believes that Customer’s use of the Services is unlawful.

4.7 Vene will treat feature requests of Customer as follows:

- a) If a requested feature fits into Vene’s development roadmap as to be determined by Vene, the feature will be developed free of charge to Customer.
- b) If a requested feature does not fit into Vene’s development roadmap as to be determined by Vene, Vene will provide a cost estimate at the then applicable rates.

New features become part of the Software and are therefore fully owned by Vene. Unless it is expressly agreed otherwise, Vene reserves the right to make available requested features to other customers as all other parts of the Services.

5. Warranties

5.1 Vene warrants and represents that it owns and/or controls the rights to the Software and that therefore, the use of the Services by Customer as agreed hereunder will not infringe the rights of a third party.

5.2 Customer represents and warrants that (a) in using the Vene Services, Customer will comply with applicable laws and regulations, (b) Customer has obtained all required end user consents and provided all required notifications to end users required for the processing of personal data as agreed hereunder, and (c) all content provided to Vene is lawful and will not infringe the rights of a third party.

6. Third Party Claims

6.1 If a third party claims that Customer’s use of the Services and Software as agreed hereunder infringes their copyright, patent or any other intellectual property right, then Vene will, at its reasonable discretion, either defend such claim while ensuring Customer’s continued use of the Service, or acquire the necessary rights to use, or replace or modify the Services so that Customer’s use becomes non-infringing and in a way that such replacement or modification does not result in any material degradation of the Services.

6.2 If Vene fails to continue or restore the provision of the Services, Vene shall be entitled to terminate the affected Services with immediate effect. Customer is entitled to terminate the affected Services if Vene fails to continue or restore the provision of the Services within a reasonable period.

6.3 No fees are due from Customer to the extent that the Services are not available.

6.4 Customer agrees to notify Vene promptly of any such third-party claims stating all relevant circumstances. Vene will support Customer's defense against such claims. Customer will not make any declarations, statements or enter into any agreements with such third parties that may foil or impair the defense against such claims.

6.5 The right of Customer to claim damages in connection with such third-party claims in accordance with this agreement remains unaffected.

7. Vene Services Disclaimers and Exclusion of Warranties

7.1 THE VENE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND FREENET DIGITAL HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS REGARDING (A) THE VENE SERVICES, INCLUDING BUT NOT LIMITED TO SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR OTHER TECHNICAL ENVIRONMENTS AND (B) MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 FREENET DIGITAL DOES NOT GUARANTEE THAT (A) THE VENE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT FREENET DIGITAL WILL CORRECT ALL ERRORS IN THE VENE SERVICES; (B) THE VENE SERVICES WILL FLAWLESSLY OPERATE IN COMBINATION WITH PARTNER SYSTEMS INCLUDING OTHER SOFTWARE, HARDWARE, EXTERNAL SYSTEMS, OR DATA; (C) PARTNER CONTENT AND APPLICATIONS WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; AND (D) THE VENE SERVICES WILL MEET PARTNER REQUIREMENTS OR EXPECTATIONS.

7.3 PARTNER ACKNOWLEDGES THAT FREENET DIGITAL DOES NOT CONTROL, AND THEREFORE IS NOT RESPONSIBLE FOR, THE DATA TRANSFER OVER THE INTERNET AND OTHER COMMUNICATIONS FACILITIES, AND THAT THE VENE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

8. Confidentiality

8.1 Each Party shall keep confidential and shall not without the prior consent in writing of the disclosing Party copy or disclose to any third party the content of any documents or information (whether of a commercial, financial or technical nature or which is identified as being confidential) acquired from the other Party. Each Party shall copy and use the same solely for the purposes of the Agreement.

8.2 The foregoing obligations shall not apply to any information which (a) is within the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or; (b) was known to the receiving Party prior to disclosure by the disclosing Party as proven by the written records of the receiving Party; or (c) is disclosed to the receiving Party by a third party who did not obtain such information, directly or indirectly, from the disclosing Party.

8.3 Save that Vene shall be entitled to include Customer's name in its list of references, product presentations and related material and documentation, the Parties agree that any other publication of the nature of this Agreement or any of its contents shall require separate written agreement.

9. Defects

Customer shall notify Vene in writing about any malfunction or defect without undue delay upon becoming aware of it. The notice shall contain a sufficiently detailed description of the malfunction or of the defect. The correction requires that the malfunction or the defect can be reproduced or understood.

9.1 Defects will be remedied as follows:

(a) Defects of those parts of the Services that are subject to an acceptance procedure will be remedied by Vene at its choice by either correcting the respective defect or by providing a replacement within a reasonable time (supplementary performance, German: *Nacherfüllung*). Only when at least three attempts of supplementary performance have failed, the supplementary performance be considered failed. Possible damage claims due to defects shall be subject to supplementary performance having failed. Customer shall not be entitled to remedy the defects on its own or to have the defect remedied by third parties.

(b) Defects of Customer's right to use the Software are subject to the applicable defect laws of rental agreements. The termination right in accordance with § 543, subsection 2, first sentence, No. 1 of the German Civil Code (German: *Bürgerliches Gesetzbuch, BGB*) shall be excluded unless Vene has ultimately failed in enabling Customer's contractually agreed use of the Software or parts thereof (German: *fehlgeschlagene Herstellung des vertragsgemäßen Gebrauchs*). Vene is not responsible for defects and failures caused by third parties and particularly not for the availability of Third-Party Elements and Third-Party Properties unless they were resold by Vene or the third party acted as vicarious agent for Vene. Vene will remedy defects within a reasonable time. All other rights of Customers under applicable laws, particularly any rights to mitigate the fees or to claim damages are excluded to the extent such exclusion is permitted by applicable law.

9.2 Notwithstanding the preceding provisions of Section 9.1, the rights of Customer under any guarantees given and any specific qualities warranted (German: *zugesicherte Eigenschaft*) by Vene under applicable laws shall remain unaffected. Statements about the Services made by Vene are specifications of the contractual obligations but shall not be construed as guarantees of quality or durability (German: *Beschaffenheits- oder Haltbarkeitsgarantie*) in the meaning of §§ 443, 444 or 639 of the German Civil Code, and not as an independent promise of guarantee (German: *selbständiges Garantieverprechen*). Furthermore, they do not increase the degree of care owed by Vene in the meaning of a stricter liability pursuant to § 280 subsection 1, second sentence and § 276 of the German Civil Code.

9.3 Claims for defects shall be excluded to the extent that Customer has changed or altered the respective part of the Services without prior approval by Vene unless the defect has not been caused by such change or alteration.

9.4 The statute of limitations for claims of defects shall be one year following its commencement in accordance with applicable law.

10. Indemnification

10.1 Each Party (as the case may be the "Indemnifying Party") will defend, indemnify and hold the respective other Party (the "Indemnified Party") harmless from and against any and all liabilities, losses, penalties, damages, costs, judgments and any other expenses (including reasonable legal fees such as attorneys' fees, in-house counsel costs and appellate fees) associated with any third party claim brought against the Indemnified Party in connection with or related to a breach of the warranties given under this Agreement or otherwise a material breach of this Agreement.

10.2 Conditions to Indemnity. The obligations under section 10.1 above shall be terminated if and to the extent that the Indemnifying Party is prejudiced by the Indemnified Party: (a) failing to provide the Indemnifying Party with a written notice of any claim for which indemnification is sought; (b) failing to cooperate with the Indemnifying Party (at the Indemnifying Party's expense); and/or (c) failing to allow the Indemnifying Party to control the defense and settlement of any claims. Nothing herein will prevent the

Indemnified Party from procuring, at its own cost, separate counsel for its defense, provided that the Indemnified Party agrees that its separate counsel shall work with the Indemnifying Party's counsel in good faith and cooperation.

11. Limitation of Liability

11.1 IN NO EVENT SHALL FREENET DIGITAL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EVEN IF FREENET DIGITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 IN NO EVENT SHALL FREENET DIGITAL'S TOTAL LIABILITY TO PARTNER UNDER THIS AGREEMENT FOR ALL DAMAGES EXCEED THE AMOUNT OF FEES RECEIVED IN THE THREE MONTHS PRECEDING THE INCIDENT.

11.3 The liability of Vene for loss of data shall be limited to the costs and efforts that a party would typically incur in connection with the recovery of the data when having regularly and reasonably created backups of its data.

11.4 The foregoing limitations do not apply to any claim or liability of either Party (a) for death or personal injury arising out of negligence or (b) based on wilful misconduct or gross negligence and (c) for breaches of material obligations which are essential for achieving the purpose of this agreement and upon the fulfilment of which a contractual party is regularly able to rely.

11.5 Nothing herein shall limit any compulsory liability of either Party under applicable law.

12. Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof. The Parties agree that there are no other representations, warranties or oral agreements relating to the subject matter of the Agreement. Amendments and additions to the Agreement shall be valid only by exchange of documents signed by both Parties.

12.2 Governing Law and Dispute Resolution. The agreement shall be governed by the laws of Germany excluding their choice of law provisions. Place of jurisdiction shall be Berlin.

12.3 Assignment. This Agreement and the obligations hereunder shall not be assigned to third parties without written approval by the other Party such approval not to be unreasonably withheld except in the case of Vene to its Affiliates upon notice to Customer. "Affiliate" means an entity directly or indirectly controlling or controlled by, or under direct or indirect common control with freenet digital GmbH. For the purposes of this definition, the term "control" and its corollaries mean: (i) ownership, beneficially or of record, of more than fifty percent (50%) of the outstanding voting securities of the subject entity; (ii) the ability to elect a majority of the board of directors (or comparable managing authority) of the subject entity; or (iii) the power to direct or cause the direction of the management, policies and/or affairs of the subject entity, whether through the ownership of voting securities, by contract, or otherwise.

12.4 Severability. If any provision of the Agreement should be found invalid, illegal or unenforceable by a court of competent jurisdiction, it shall be replaced by a provision which comes closest to the economic

purpose originally intended. The validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

12.5 Independent Contractors. The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. Nothing in the Agreement shall be construed to create an employment, joint venture, agency, franchise or partnership relationship between the Parties hereto. Neither Party will have, nor represent to have, any authority to bind the other Party or otherwise act on behalf of the other Party.

12.6 Surviving Clauses. Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation, termination or expiry of the Agreement shall also be deemed to survive.

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- *version 27 November 2018* -
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Annex DPA – Data Processing Agreement

1. Within the scope, and for the agreed term, of the Vene Service(s), Customer hereby engages Vene to collect, process and/or use Personal Data on Customer's behalf. In respect of any Personal Data supplied by Customer to Vene in relation with Customer's use of the Vene Service(s) and to the extent that EU data protection laws apply, Customer acts as Data Controller, and Vene acts as Data Processor.

Vene's point of contact for any issues related to data protection is: privacy@vene.io

2. Data Subjects affected by the Processing under this DPA are the users of devices capable of browsing the internet that are connected to the services and/or network of Customer. Vene uses the Personal Data solely for providing the Services as agreed hereunder. Vene processes Personal Data on behalf of Customer (a) when providing marketing optimization services: to serve end users with ads, to track advertising performance and to produce advertising performance reports, to help improve the advertising performance on Customer's advertising inventory, ad security & verification services and problem & fault management; (b) when providing fraud detection and prevention services: for bot detection, rating, analytics, viewability, ad security & verification services and problem & fault management. Vene may combine data from different sources solely to improve the Vene Service(s).

3. Vene will only process Personal Data on Customer's behalf of and in accordance with Customer's instructions. Customer instructs Vene to process Personal Data for the following purposes: (a) processing in accordance with this DPA, the Agreement and pursuant to the features and limitations of the VENE Services provided by Vene to Customer under this Agreement; and (b) processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement. Vene will be under no obligation to comply with instructions that constitute a violation of applicable law. Processing outside the scope of this DPA (if any) shall be subject to a separate, prior written agreement between the parties.

4. To the extent required under applicable law, Customer will provide an appropriate notice to the Data Subjects about the processing of their Personal Data under this DPA and to the extent required under applicable law, Customer will receive and document the Data Subjects' consent thereof.

5. Vene only collects information as authorized by Customer. This may include the following information:

(1) User device information: device type and model, network provider, browser type, language, IP address, operation system, network connection type, GPS location (only if user provides permission) and mobile advertising identifier such as the Advertising ID (Apple IDFA or Google AAID);

(2) Information about Customer's mobile app, such as package name, key words, version.

(3) Additional user Information Vene may receive from Customer, such as age, gender, zip code and GPS location.

(4) Information Vene may receive from Customer or from third parties engaged on Customer's behalf by Vene such as non-precise device location based on IP address, device specifications and user's interest's information.

6. Under their employment agreements, Vene team are obliged to comply with applicable laws and agreements regarding confidentiality, data protection and data security. Vene ensures that its team informed of the confidential nature of the Personal Data and are adequately trained, if necessary. Such confidentiality obligations survive the end of the contractual relationship between Vene and its employees.

7. Technical and organizational measures. Vene shall take appropriate technical and organizational measures to ensure an appropriate level of security for the Personal Data to the effect that it is reasonably

protected against accidental or unauthorized destruction, accidental loss, as well as against unauthorized alteration, disclosure and other access. To the extent that the technical and organizational measures taken by Vene do not fulfil Customer's requirements, Customer must notify Vene in writing (text form valid) before Personal Data of Customer will be processed. The parties will then discuss and agree in good faith how to modify the technical and organizational measures. Furthermore, Vene reserves the right to modify the technical and organizational security measures from time to time provided that the new level of security does not fall below the previous level in a way that would be non-compliant with applicable law or its agreements with Customer. Vene has implemented a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

8. Neither party shall knowingly do, nor cause or permit to be done, anything which may result in a breach of the applicable law. Customer acknowledges and agrees that Customer has the sole responsibility for the lawfulness of the processing as instructed hereunder, and Customer warrants to Vene that Customer is legally allowed to engage Vene for the processing of Personal Data on Customer's behalf and Customer has provided all necessary notices to, and obtained all required consents from, the Data Subjects for the processing described in this DPA.

9. Customer acknowledges and agrees that Vene uses third-party data centers. The current provider is Google Cloud by Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland. Vene will notify Customer about intended changes of providers. The use of a new provider is subject to the approval of Customer such approval not to be unreasonably withheld or delayed.

10. Vene reserves the right to utilize data received through Customer's use of the Software to monitor, analyze and optimize the operability of the Services, however, only in non-identifiable and aggregate form.

11. Vene shall document and at the request of Customer demonstrate to Customer Vene's compliance with the obligations agreed in this DPA using appropriate measures such as for example providing results of a self-audit, internal security policies, certifications of data and information security, Art. 40 and/or 42 GDPR approved codes of conduct or other appropriate means as the parties may agree.

Where audits and inspections by Customer or an appointed auditor are necessary, they will be conducted during regular business hours, and without interfering with Vene's operations, upon prior notice, and observing an appropriate notice period, and the execution of a confidentiality undertaking protecting the data of other Customers and the confidentiality of the technical and organizational measures and safeguards implemented. Vene shall be entitled to rejecting auditors which are competitors of Vene.

12. Where a data subject asserts claims for rectification, erasure or access against Vene, and where Vene can correlate the data subject to Customer based on the information provided by the data subject, Vene shall refer such data subject to Customer. Vene shall forward the data subject's claim to Customer without undue delay. Vene shall support Customer, where possible, and based upon Customer's instruction insofar as agreed upon. Vene shall not be liable in cases where Customer fails to respond to the data subject's request in total, correctly, or in a timely manner. Where a data subject asserts any claims against Customer in accordance with Article 82 of the GDPR, Vene shall support Customer in defending against such claims, where possible.

13. Vene shall correct or erase Personal Data if so instructed by Customer and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, Vene shall, based on Customer's instructions and unless agreed upon differently in the Agreement, destroy all carrier media and other material or return the same to Customer in compliance with data protection requirements. In specific cases designated by Customer, such Personal Data shall be stored or handed over. The associated remuneration and protective measures shall be agreed upon separately.

14. Vene shall notify Customer of privacy breaches within Vene's scope of responsibility. In such case, Vene shall implement all necessary measures necessary for securing Personal Data and for mitigating potential negative consequences for the data subject in coordination with Customer without undue delay.

15. Where Personal Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Vene's control, Vene shall notify Customer of such action without undue delay. Vene shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in Customer's sole property and area of responsibility, that data is at Customer's sole disposition, and that Customer is the responsible body in the sense of the GDPR.

16. This DPA is subject to the laws of Germany. No modification of this DPA shall be valid and binding unless made in writing or in a machine-readable format (in text form), and only if such modification expressly states that such modification applies to the regulations of this DPA. The foregoing shall also apply to any waiver or modification of this mandatory written form.

17. This DPA shall take precedence over any colliding stipulations of the Agreement.

18. Customer and Vene shall be liable to data subject in accordance with Article 82 of the GDPR each to the extent they are responsible for the damages caused.