Licensing Agreement

Section A – Agreement details

Parties	
Eventstation.ai	**Eventstation.ai GmbH, Leutragraben 1, 07743 Jena, Germany** **E-Mail address**: [felixb@eventstation.ai]
Customer	[company details see quota] E-mail address: [see billing]
Each individually a **"Party",** together referred to as **"Parties".**	
Solution	AI-powered filter for image rendering and related services, made directly available through different solutions (options for webapps & API), further defined by the quota
Input Data	Customer's data uploaded to the Solution, including images and branded corporate identity material.
Output Data	Data generated by the usage of the Solution, including rendered images and pot. Designs integrated yb the client.
System	System is referring to any kind of devide on which the solution is running and used by the enduser or the business client.
Fees	defined by Quote and the purchased item & product.
Start Date	defined by Quote
Term	defined by invoice, subscriptions are auto renewed. Subscription defines to regular payments. Package defines to purchaseable solutions.
Termination	Defined by booked package & quotes. Subscription needs to be terminated within 14 days further prior to the end of the subscription

The variables defined in Section A serve as defined terms in Section A and B. In case of conflict, the provisions of Section A shall prevail.

Section B – Terms & Conditions

1 Scope

Eventstation.ai offers artificial intelligence powered image rendering, and related services. The Customer wishes to license the Solution, in accordance with the terms of this Licensing Agreement ("**Agreement**").

2 Use & Limitations

Customer will use the Solution and any Output Data solely as set out below:

Customer may create images based on Input Data, and may disseminate to third parties and use Output Data as reasonably required. Customer is allowed to use Output Data for commercial purposes.

Customer shall:

- not resell, sublicense, rent or reverse engineer the Solution, or use the Solution on behalf of any third party;

- not utilize the Solution for any illegal, unethical, violent, racist, pornographic or otherwise harmful activities, and use the Software only in accordance with applicable laws and regulations;

- Needs to ensure a functionable system.

- not use Input Data that is illegal, unethical, violent, racist, pornographic, harmful or violates applicable laws and regulations;

- not utilize the Solution to create deep fakes. The term 'deep fakes' means image, audio or video content generated or manipulated with the Solution that appreciably resembles existing persons, objects, places or other entities or events and would falsely appear to a person to be authentic or truthful;

- give credit to Eventstation.ai in any Output Data through citation and backlinks; if not defined otherwise in the quota

- take the necessary technical and organizational measures to restrict access to the Solution, with the exception of employees who require access to the Solution;

- not infringe upon the intellectual property rights of Eventstation.ai or any third party by using the Solution;

- not use the Solution other than explicitly permitted hereunder.

Customer is liable for all violations to this Agreement or any other unlawful activity or omission, notably in connection with the Solution. Customer acknowledges that using AI and machine learning tools such as the Solution can produce results influenced by data used for training the algorithm. Although Eventstation.ai uses best efforts to prevent Solution from producing biased Output Data through

technical and statistical support, Eventstation.ai does not guarantee that the Output Data will be entirely free of bias or error.

3   Rights & Obligations of Phantaisia

Eventstation.ai will provide the Customer with the Solution as agreed in the Agreement.

Eventstation.ai:

- makes the Solution available to the Customer and uses reasonable care and skill in the delivery of the Solution.

- provides documentation for the usage and error handling of the Solution for technical personal.

- may subcontract third parties for all its obligations under this Agreement.

- is liable to the Customer for its subcontractors and ensures that subcontractors are bound to appropriate confidentiality and data protection obligations.

- is permitted and possibly required by law to suspend access to the Solution based upon reasonable determination of the occurrence or potential for occurrence of illegal or wrongful activity, fraudulent use. attempted fraudulent activity or using a test access granted by Eventstation.ai for commercial activities outside a testing scenario. In case of a suspension, the Customer remains liable for all charges and fees incurred during the suspension period.

- may record Customer's data for analytics purposes, upon Customer's prior consent.

Eventstation.ai constantly develops and improves the Solution and may modify or either temporarily or permanently stop providing the offered Solution or any part of it at its sole discretion. In case of material changes to the Solution, i.e., changes significantly altering the nature and scope of the Solution made available to the Customer according to the Agreement, Eventstation.ai will notify only Customers where reasonably possible.

Eventstation.ai reserves a right to ask the Customer to provide feedback through forms, questionnaires, and polls in order to improve their Solution ("Feedback"). Eventstation.ai may use, or not use, any such Feedback, without any obligation, whether financial or otherwise, to the Customer. The Customer assigns all rights (including but not limited to intellectual property rights), title, and interest in the Feedback to Eventstation.ai and acknowledges it has no claim in relation to the Feedback.

4   Project Details

The Parties agree on the following outlines for the licensing under this Agreement.

 The Parties agree on the following outlines for the licensing under this T&C. The Solution serves to convert the Input Data in the form of digital pictures of individuals using standard or customized AI filters. Eventstation.ai makes reasonable efforts to customize the AI filter for image rendering for the Customer. The customer can use the AI filters offered in the solution for image reproduction. They can

use standard AI filters or any customised AI filters they have purchased. For potential purchased customised AI-filters Eventstation.ai offers one iteration with the Customer. Details of the customization. Including testing phases, rollouts and deadlines are agreed on in separate documentation, e.g. offers.

Volume: The number of **creations** and simultaneous creations depends on the chosen Package. We can serve up to 20 requests simultaneously, if not defined otherwise in the booked package.

Technical features and process description: Features of the **Solution** and the technical process of the integration of the Solution are described in **the quota and other delivery marketing materials.**

5   Fees & Payment

The Customer must pay the applicable Fees according to the payment instructions by Eventstation.ai. All Fees are payable in advance and invoices are due within 14 days. Booked payments can be monthly or yearly subscriptions with regular payments. The time of the subscription is defined in the quota. Late payments result in default interest rate in the amount of 9 percentage points per annum over the German base rate applicable, Sections 288 and 247 of the German Civil Code.

If not explicitly stated otherwise, all Fees are in EUR and excluding VAT and other applicable taxes.

Eventstation.ai reserves the right to suspend or terminate provision of, and revoke Customer's licensed rights to the Solution if the Customer fails to pay any applicable Fees when due.

6   Intellectual Property Rights

Except as mentioned explicitly below, each Party retains all rights, titles, and interests to its own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data and other intangible property rights ("**Intellectual Property Rights**").

All Intellectual Property Rights in the Solution or any part of it and to the algorithms trained based on Input Data and Output Data remain in the ownership of Eventstation.ai.

Eventstation.ai grants the Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Solution during the Term in accordance with the Agreement.

Any other use of the Solution including, without limitation, copying, distributing, displaying and reproducing of the Solution or any part of it, is strictly prohibited without Eventstaions's prior written consent.

Systematic retrieval (e.g. scraping) of content from the Solution outside of the intended use of the Solution for any purpose without the prior written permission of Eventstation.ai is strictly prohibited.

The Customer owns all rights to Input and Output Data.

7 Representation & Warranties

The Solution and all Output Data are provided "as-is" and "as-available". To the maximum extent permitted by applicable law, Eventstation.aidisclaims all warranties with respect to the Solution and Output Data, whether express, implied or statutory.

The Customer warrants that Eventation's use of Input Data in accordance with this agreement does not infringe in any way, directly or contributorily, upon any third party's Intellectual Property Rights. Further, the Customer warrants that it holds all necessary rights to the Input Data that are required for the Input Data to be used with the Solution. To the fullest extent permitted by law, the Customer shall defend, indemnify, and hold Eventstation.ai harmless from against any and all claims resulting from allegations of infringement of Intellectual Property Rights due to Eventstation.ai's use of Input Data in accordance with this Agreement. The Customer acknowledges and recognizes, that they are solely responsible for their use of the Solution and Output Data. Whether the use of any Solution and Output Data infringes on another party's intellectual property rights depends on both the nature of the specific Output Data and the Customer's particular use of it.

8 Limitation of Liability

Each Party is fully liable to the other Party for damages resulting from gross negligence or wilful misconduct for intent, as well as for culpable injury to life, body, or health.

The Parties are liable to each other for slight negligence only in the case of a breach of essential contractual obligations. Essential obligations are those whose fulfilment enables the proper execution of the Agreement in the first place or whose violation jeopardizes the achievement of the Agreement's purpose, and the other Party can regularly rely on their observance. However, this liability is limited to the foreseeable, contract-typical damage at the time of contract conclusion.

Eventstation.ai will not be held liable for inaccuracy or incompleteness of the Solution, or the incompatibility of the Solution with any specific objectives that the Customer hopes to achieve. The Customer acknowledges that the Output Data rendered by the Solution might be inaccurate and that due to the probabilistic aspect of machine learning and AI, using the Solution may result in unintended, divergent or incorrect Output Data deviating significantly from expected results.

9 Term & Termination

The Agreement between the Parties remains in full force and effect for the Term or until its termination by either Party. Invoices for the booked subscription are always issued at the end of the month and must be cancelled 14 days before the end of the term, otherwise the term will be automatically extended by the booked term.

Either Party may terminate the Agreement at any time with immediate effect if the other Party is in material breach of the Agreement. This includes in particular Customer's failure to pay on time or the start of insolvency procedures against the other party.

In all other cases, either party may terminate in accordance with the booked package by notifying the other party in text form with a notice period, as specified in the Quota.

Termination does not affect any rights, obligations, or liabilities of either Party that have accrued before or are intended to stay effective beyond termination.

10 Confidentiality

Parties may disclose to each other confidential information ("**Confidential Information**"). Confidential Information includes, without limitation, all data and information relating to the technological solution or its parts that have a confidential or proprietary nature, any information that is marked as confidential or has otherwise been indicated as being confidential or could reasonably be deemed confidential and attributable to the Customer or Eventstation.ai.

Publicly available or accessible information, information lawfully and unrestrictedly received or independently developed by the receiving Party, is not considered confidential.

Each Party undertakes to protect all Confidential Information that becomes accessible or known based on the Agreement. This confidentiality obligation remains in force even after the termination of the Agreement.

11 Customer Data Protection

The Customer is the controller of the personal data processed when using the Solution and is solely responsible for complying with applicable data protection laws. This includes the obligation to obtain an end-users' consent, if necessary. Eventstation.aias the data processor processes the personal data only on documented instructions from the controller. Eventstation.aishall implement technical and organizational measures to ensure a level of security appropriate to the risk. Eventstation.aiwill notify the Customer immediately in case of any personal data breach of which Eventstation.aibecomes aware.

12 Miscellaneous

Entire Agreement: The Agreement constitutes the entire agreement between Eventstation.aiand the Customer, and supersedes all prior agreements, between the parties relating to the subject matter of the Agreement.

Notices: Notices must be given in writing, including e-mail, and need to be communicated:

- To Phantaisia's attention via email to: felix@phantaisia.onmicrosoft.com;
- To Customer's attention via email to: [...].

No Assignment: The Customer may not assign any of its rights, obligations, or claims under the Agreement without the previous consent of Phantaisia.

Severability: If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain in full force and effect.

Language: This Agreement is available in more than one language version. In case of discrepancies between the English version of the Agreement and any translated version, the English version prevails.

Governing Law & Jurisdiction: This Agreement, and all claims or causes of action that may be based upon, arise out of or relate to the Agreement are governed by and construed in accordance with the substantive laws of Germany, excluding its conflict of law provisions and, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The ordinary court at the seat of Eventstation.aihas exclusive jurisdiction for all disputes arising from or in connection with the Agreement.

(Signature page to follow)

13 Signatures

Phantaisia

Date: _____   Signature: _____
                                  Name:
                                  Function:

Customer

Date: _____   Signature: _____
                                  Name:
                                  Function: