

Employer Branding & Solutions T&Cs

A. Basic principles of the cooperation

1. General matters

These terms and conditions of business apply to all contracts between StepStone Deutschland GmbH (hereinafter referred to as “StepStone”) and the customer which have as their contractual object the services of our subsidiaries. Any reference to “customer” in these terms and conditions of business refers to you as a customer of StepStone. In the following, StepStone and the partner shall be referred to individually as a “Party” and collectively as the “Parties”. “Affiliates” within the meaning of these terms and conditions are legally autonomous companies that a) hold the majority of shares or voting rights in another company (majority stake) and companies in which such a majority stake is held, or b) are able to exert direct or indirect influence over another company (control relationship) and companies that are subject to such a control relationship, or c) share a management or in are otherwise in a relationship of dependency with one another (group relationship). These terms and conditions shall always take precedence above all over any general terms and conditions of business communicated by the customer unless the Parties agree contrary provisions.

2. Object of the contract

- 2.1. The object of the contract between the Parties results from the specific offer provided by StepStone alongside the documents referred to therein (such as the description of service) and agreements including these terms and conditions (the “Agreement”).
- 2.2. All services performed in the context of a contract shall be referred to as “Service” in the following. For the avoidance of doubt, in the event of a conflict between a customer’s terms and conditions or a different agreement integrated into the contract and these terms and conditions, the provisions of the contract and the terms and conditions of a contract agreed individually shall be material.
- 2.3. The Parties shall jointly draw up and specify individually agreed services in a specification sheet or other overview of this kind and/or while the Services are being performed.

3. Term and termination

The contract shall take effect from the date of confirmation by StepStone until the Service has been performed in full, unless otherwise agreed.

4. Transfers of rights and obligations

StepStone’s rights and obligations under the contract may be freely transferred.

5. Payment agreements, settlement of costs and right of retention

- 5.1. The invoice is issued upon contractual conclusion, unless otherwise agreed in the individual contract. StepStone reserves the right to demand payment in advance from the customer.
- 5.2. The payment claim will be payable without deduction ten (10) days after the invoice is issued. In the event of default or discontinuation of payment, interest of nine percentage points above the base rate of the European Central Bank as well as costs and fees for establishing and enforcing the payment claim shall be charged. In addition, StepStone will have the right to claim a flat charge for default in the amount of €40.00 (section 288(5) German Civil Code (BGB)).
- 5.3. In the event of default of payment, StepStone is entitled to withhold services in full or in part until payment has been made in full. This will not apply if the customer has a right of retention. If, in the case of agreed payment by instalments, an instalment is not paid within 30 days of the due date, the total remaining amount will be payable immediately; the right of retention set out in sentence 1 shall apply accordingly.
- 5.4. We will only accept payment by bank transfer from abroad if the customer simultaneously assumes liability for all bank charges incurred.
- 5.5. Payments from the customer will be set off against the oldest existing claim in all cases. StepStone may refuse performance of its services until the customer has made all payments due.
- 5.6. We reserve the right to send invoices and all correspondence related to invoices, such as but not limited to payment reminders, solely in the form of an e-mail attachment. To this end, the customer undertakes to provide a current e-mail address and to promptly notify StepStone of any changes to the e-mail address.

6. Duties of cooperation

The customer undertakes to support StepStone and to provide StepStone with the requisite information that StepStone requires from time to time in order to perform the Service.

7. Exclusion of liability

Where StepStone's performance consists of making a service available, this shall be provided with no warranty for defects and without any express or tacit guarantee.

To the extent permitted by law, StepStone excludes any guarantee, including, but not limited to, the guarantee of marketability, the right of ownership, the non-infringement of third-party rights and the suitability for a specific purpose. StepStone assumes no warranty for the services being accurate, reliable, complete or up-to-date.

8. Indemnification

The customer shall indemnify StepStone against all claims, demands, legal actions, liabilities, costs, expenses (including adequate legal fees), damages and losses that StepStone incurs on the basis of the assertion by a third party that a service breaches a patent, copyright, commercial secret or another intellectual property right of a third party.

This indemnification against liability shall not apply if a claim arises due to StepStone's negligence.

9. Limitation of liability

- a) The customer assumes full responsibility and risk for the use of the service, the Internet in general and the documents that are input or retrieved as well as for the customer's conduct on and outside the pages provided by StepStone.
- b) Under no circumstances shall StepStone (or any of its managerial employees, directors, shareholders, employees, affiliates, agents or advertisers) be liable for any indirect damages (including, but not limited to, chance and consequential damage, lost profits or damages arising from loss of data, loss of employment opportunities, or interruption of business) arising from or in connection with the use of or access to the website and/or any documents, irrespective of whether this is based on a guarantee, a contract, an unauthorised act or a different legal theory and irrespective of whether StepStone was referred to the possibility of such losses or not.
- c) StepStone shall only be liable for direct losses resulting from a breach of contract or negligence in the amount that the customer has actually paid to StepStone under this contract. StepStone is free to raise the objection of contributory negligence.
- d) Due to the nature of the contract, the customer declares their agreement that StepStone is entitled to demand additional damages at its discretion on a breach of contract by the customer.

10. Changes

StepStone reserves the right to alter the structure of the service provided as well as these terms and conditions at any time. Amendments to the terms and conditions shall take effect seven (7) days following dispatch of the amended terms and conditions to the customer.

The customer may not assign or transfer the obligations under the contract. A waiver of a provision of these terms and conditions shall not be deemed a further or continued waiver of this provision or another provision. Should a provision of the contract be ruled void by a competent court, such invalidity of a whole or part of a provision shall not affect the validity of the remaining parts and provisions of the contract, which shall remain valid and in force in full.

11. Breach of contract

StepStone is entitled to terminate the contract with or without notice without repaying any paid invoices if: (a) the customer applies for or initiates insolvency proceedings, discontinues its payments, enters into settlement negotiations, restructuring proceedings are deemed to have been approved or applied for, a liquidation balance sheet is drawn up or it may otherwise be deemed unable to meet its liabilities; (b) the customer ceases to comply with its contractual obligations and there are grounds to assume that the customer will not comply with its obligations; (c) the customer makes incorrect or misleading statements or fails to disclose circumstances that are significant; (d) it transpires that the customer has not satisfied StepStone's creditworthiness requirements.

12. Force majeure

None of the Parties shall be liable to the other Party for any delay in the fulfilment of or a failure to fulfil its obligations pursuant to the contract if such delay or failure is attributable to circumstances outside its control and that were not known to it at the point at which the contract was entered into. These circumstances include fire, flood, explosion, war, terrorism, embargo, government conditions, statutory limitations, civilian or military authorities, natural disasters or other similar situations ("Event of Force Majeure").

If an Event of Force Majeure lasts longer than forty-five (45) days, each Party may terminate the Agreement with written notice of at least seven (7) days to the other Party.

13. Closing provisions

These terms and conditions and all agreements between the Parties are governed by the law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law and associated clauses on legal forum or conflicts of law.

The exclusive place of jurisdiction is Düsseldorf, Germany.

B. Special terms and conditions

1. Services by Universum Communications Sweden AG

1.1. General matters:

1.1.1. These terms and conditions apply to all contracts between StepStone and the customer that have as their contractual object employer branding services from our subsidiary Universum Communications Sweden AB. Such services cover the areas of

- a) Employer Branding Academy (“EBA” or “Academy”);
- b) Standard Analysis (“Analytics”);
- c) Advisory services (“Advisory”);
- d) Activation services (“Activation”).

1.1.2. The services performed in the context of Academy, Analytics, Advisory and Activation shall be collectively referred to as “Service” in these terms and conditions. The Service shall be performed in the manner specified in the contract and agreed between the Parties. StepStone may process personal data within the meaning of Art. 28 GDPR on the customer’s behalf in the context of utilising the Advisory and Activation Service. In this case the customer is the controller of the data pursuant to Art. 4(7) GDPR. The Parties shall enter into a corresponding agreement reflecting this. The Data Processing Agreement may be viewed [here](#).

1.2. Analytics

1.2.1. Description

Analytics enables access to a portal that contains analytical insights that help the customer understand its brand, employees and competitors. StepStone grants the customer the right to use the Service performed accordingly pursuant to the following provisions (“Licence”).

1.2.2. Term and termination

The Analytics Licence has a fixed term of twelve (12) months from the start of the contract and shall end automatically on expiry of this term.

1.2.3. Customer’s right to use the service

StepStone grants to the customer a non-exclusive right to use the Services in accordance with the provisions agreed in the contract and in accordance with these terms and conditions for such time as the contract is in force. The customer is responsible for the use of the Licence by the user. Unless expressly authorised by StepStone or permitted under prevailing law, the customer may not:

- a) remove copyright, trademark or other intellectual property notices from parts of the Services;
- b) reproduce or modify the Services or create, distribute, licence, rent, sell, resell, transfer, publicly exhibit, publicly present, transfer, stream, broadcast or otherwise exploit publicly and/or for the benefit of third parties any works derived therefrom;
- c) decompile, reverse engineer or disassemble the Services;
- d) link, mirror or frame part of the Services;
- e) Permit or launch programs or scripts to scrape, index, monitor parts of the Services or otherwise perform data mining or unreasonably encumber or impair the operation and/or the functionality of the Services;
- f) attempt to obtain unauthorised access to the Services or the associated systems or networks or to compromise such; or
- g) to use the Licence and/or the Service contrary to prevailing law and/or statutes.

The customer's right to use the Licence only permits the customer to use the Licence in its company for purposes that are not counter to these terms and conditions. If StepStone suspects that the customer is using the Licence in a manner that is counter to these terms and conditions or in a manner that StepStone does not consider to be a normal use of the Licence, StepStone may limit the customer's use of the Service by limiting the Licence. Availability of the Analytics portal StepStone shall endeavour to ensure that the Services are available twenty-four (24) hours a day. However, StepStone shall not be liable if the Services are not available at a given point in time or for a given period for whatever reason. Access to the Services may be temporarily suspended without prior notice in the event of a system outage, maintenance or repair or for other reasons outside StepStone's control.

1.2.4. Availability of the Analytics portal

StepStone shall endeavour to ensure that the Services are available twenty-four (24) hours a day. However, StepStone shall not be liable if the Services are not available at a given point in time or for a given period for whatever reason. Access to the Services may be temporarily suspended without prior notice in the event of a system outage, maintenance or repair or for other reasons outside StepStone's control.

1.3. Academy

1.3.1. Description

The Academy is a hybrid-format course that trains and certifies participants in the

field of employer branding. The course is offered in three different formats and includes a specific number of modules that cover the main areas of employer branding. The formats are online, in-person or custom and the details are set out in the respective service descriptions between StepStone and the customer. Participants can receive a certificate following successful conclusion of the course in all formats. The course contains access to the Academy's online platform on which the participants complete the modules and can exchange notes. The course must be completed within a maximum period of six (6) months of the agreed start date as access to the online platform lapses after this period; otherwise, the entitlement to complete outstanding modules shall lapse; there shall be no entitlement to repayment or set-off of any payments already made following the abovementioned period of six (6) months.

1.3.2. Customer's right to use the platform for online courses

The customer shall be liable to the full extent for the use of its specific account within the platform for online courses ("System") and shall indemnify StepStone against all third-party claims connected with the use of the System. The customer bears the sole liability under data protection law and in all other respects for the content created by the customer on the System. The customer is responsible in particular for compliance with the applicable terms and conditions of use connected to the use of the System. The customer further warrants that the content breaches neither statutory prohibitions nor third-party rights. The customer guarantees that the customer and its employees shall only use the System for purposes of the customer's contractually compliant activities. The customer is responsible for all use of the System that takes place with the use of the customer's user name and password or via the customer's computer system or by employees or other parties with which the customer has a contractual relationship, and shall be liable for and shall indemnify StepStone against all damages sustained by StepStone as the result of such use.

1.3.3. Availability of the Academy System

StepStone shall endeavour to ensure that the System is available twenty-four (24) hours a day. StepStone shall not be liable if for whatever reason the System is not available at a given point in time or for a given period. Access to the System may be temporarily suspended without prior notice in the event of a system outage, maintenance or repair or for reasons that are not StepStone's fault.

1.4. Advisory

1.4.1. Description

Advisory is the development and implementation of an employer branding strategy for the customer. Advisory covers a range of methods such as internal and external custom surveys and communication strategies to develop and implement an employer value proposition for the customer and that represents the strategic basis for future the communication and design of the employee experience.

1.4.2. Object of the contract

The customer shall agree with StepStone the various tools and methods provided by StepStone in order to draw up an implementation plan. The customer-specific details about Advisory will be stipulated in the specification of services jointly produced and developed by the customer and StepStone.

1.5. Activation

1.5.1. Description

“Activation” entails a repositioning of the employer brand and communication to the selected addressees. The Services may consist of the creation of guidelines for the use of the (new) employer brand, which contains the definition of the main target group and the specification of language rules in order to achieve the perception in the desired way.

Additionally, StepStone offers consultancy services in the context of strategy development of a target-group-specific communication as well as services to support content creation. In accordance with the customer’s wishes, the content may cover the provision and/or creation of photos and videos of the company, the working environment or the workspaces, or also employees. Additionally, StepStone shall provide support in the selection of suitable internal and external communication channels for social media, digital or print media and at the customer’s request shall take over direct communication in the customer’s name via the selected channels.

2. Services by Studydrive GmbH

2.1. General matters:

2.1.1. These terms and conditions apply to all contracts between StepStone and the customer that have as their contractual object employer branding services from our subsidiary Studydrive GmbH.

2.1.2. In the context of utilising the Service, StepStone may process personal data within the meaning of Art. 28 GDPR on the customer’s behalf. In this case the customer is the controller of the data pursuant to Art. 4(7) GDPR. The Parties shall enter into a corresponding agreement reflecting this. The Data Processing Agreement may be viewed [here](#).

2.1.3. The provision of Services is based exclusively on the service features and scope of performance agreed in writing. The customer shall review the Services on receipt without undue delay and notify StepStone of any deficiencies without undue delay. If it fails to do so, the Services shall be deemed provided in a flawless manner. In the first instance, StepStone shall attempt to meet its obligation of subsequent performance by means of rectification. Only if this fails twice may the customer revoke the contract or exercise its right to demand a price reduction. The customer’s warranty rights do not extend to defects that relate to a merely minor variance from the agreed condition or a merely minor impairment of utility. All warranty claims shall lapse within one year. The limitation period shall commence at the point at which the customer acquires knowledge of the defect or ought to have acquired knowledge in the event of gross negligence.

2.2. Company profiles

2.2.1. Service description

StepStone shall provide the customer with space for the publication of a company profile for the presentation of its own company as a trainer and employer on the Studydrive website.

2.2.2. Obligations on the customer

- 2.2.2.1. To create a company profile, the customer needs to complete a form provided by StepStone that asks for the information required for the company profile, such as a description of the company and the logo. The customer also has the option to upload videos to its company profile that centre on the company's external image and enable the company to present itself (image films).
- 2.2.2.2. Links to websites and content of competitors or the use of content from competitors of Studydrive and/or StepStone are not permitted unless the customer is a competitor of Studydrive and/or StepStone itself and links to its own web content or the links are to company profiles on social media.
- 2.2.2.3. The customer bears the sole liability under press law, competition law, data protection law and all other responsibility for the content intended for publication that it provides. The customer is responsible in particular for compliance with the applicable statutory provisions relating to the content it supplies. The customer further warrants that the content of the adverts breaches neither any statutory prohibitions nor third-party rights.
- 2.2.2.4. StepStone reserves the right not to fulfil orders placed by the customer, or to remove content already published by the customer, ("Right of Refusal") if the published content is in breach of statutory requirements or official prohibitions, violates the rights of third parties, offends the principles of common decency or is in breach of these terms and conditions. The same applies if links to service elements are placed on the customer instructions which lead directly or indirectly to sites with unlawful content. This is without prejudice to the customer's payment obligation. StepStone is required to remove such unlawful content only as stipulated by statutory provisions and at the customer's request. If a claim is made against StepStone on the grounds of unlawful content or any other breaches of the law for which the customer is responsible, the customer will indemnify Studydrive at the first time of asking. The indemnification will also include the necessary legal costs.

2.2.3. Homepage teaser

If available, the homepage teaser can be booked in addition to a company profile. StepStone will place the customer's logo which links to the company profile page in a prominent position on the Studydrive search page where users can perform targeted searches for companies. The homepage teaser can only be booked by a limited number of customers at the same time for a period to be specified more closely between the Parties in order to optimise the visibility of these customers on the search page.

2.3. Banner package

2.3.1. Service description

When banners are booked, banners created by the customer are placed on Studydrive for a pre-defined target group. The content of the banners may include for example events, adverts or the customer's company in general.

2.3.2. Obligations on the customer

2.3.2.1. The customer undertakes to provide the banner advertising to StepStone in the formats defined in the service description no later than five (5) working days prior to the scheduled launch of the campaign. If the advertising material is not received by StepStone in time and in the complete and correct form, the right to publication will expire without compensation. This is without prejudice to StepStone's claim for payment.

2.3.2.2. The customer must comply with StepStone's guidelines for designing banners to ensure contractually compliant creation and deployment of the banners. StepStone shall provide these to the customer prior to conclusion of the contract. The guidelines include in particular banner and file formats that need to be complied with to enable StepStone to perform the services correctly.

2.3.2.3. The content of the banner advertising must not promote any competitors of Studydrive and/or StepStone unless the customer itself is a competitor of Studydrive and/or StepStone. Otherwise, the banner advertising must not contain any prohibited content as defined in [part B, no. 2.2.2.3] of these T&Cs. StepStone therefore reserves the right to exercise the right of refusal pursuant to [part B, no. 2.2.2.4] of these T&Cs.

2.3.3. Deployment of banners

2.3.3.1. The Parties shall cooperate to determine the target group and the target group will be stipulated in the offer. To that end, the customer shall notify StepStone of the extent to which it would like to deploy the booked banners on Studydrive and StepStone shall review whether a target group is available for the given framework conditions before the contract can be entered into. Users are categorised based on the information in their profile and allocated to a target group. Whether users actually belong in this category or have any actual interests there is beyond the knowledge of StepStone. StepStone is therefore liable neither for a particular interest of the users in the banner advertising nor a specific reaction of the users to the banner advertising. It may be that StepStone can only display the banner advertising on Studydrive if users allow the required cookies and do not delete them.

2.3.3.2. If a quota has been specified for banner deployment, the banner advertising shall be performed until the quota has been exhausted. Otherwise the banner advertising runs for the whole of the contractual term. Remaining quotas shall lapse if the customer fails to make a delivery or the delivery is late in arriving at StepStone. The contractual commencement date set out in the offer shall simultaneously be the start date of the campaign.

2.3.4. Banner creation

2.3.4.1. If the customer additionally books the banner-creation option, StepStone shall create the banners for the customer which are then deployed on Studydrive.

2.3.4.2. A maximum of two correction runs for a banner shall be granted per order. Additional corrections will be charged separately.

2.4. All-students banners

2.4.1. Service description

Fallback banners will be deployed uniformly to all German-speaking students of all subject areas and all year groups. The customer cannot determine target groups.

Fallback banners shall be deployed secondarily to banner campaigns pursuant to clause 2.3 of these T&Cs as soon as all active customer campaigns have been deployed in full.

With the fallback banner, the customer books a maximum number of impressions over a specific period, which may not, however, be longer than six months. Impressions are the number of times an advertising measure is displayed measured by the ad server.

Invoicing is performed after the end of the term once the number of impressions achieved during the campaign period is known.

2.4.2. Obligations on the customer

2.4.2.1. The customer undertakes to provide the banner advertising to StepStone in the formats defined by StepStone no later than five (5) working days prior to the scheduled launch of the campaign. If the advertising material is not received by StepStone in time and in the complete and correct form, the right to publication will expire without compensation. This is without prejudice to StepStone's claim for payment.

2.4.2.2. The customer must comply with StepStone's guidelines for designing banners to ensure contractually compliant creation and deployment of the banners. These shall be provided to the customer prior to conclusion of the contract. The guidelines include in particular banner and file formats that need to be complied with to enable StepStone to perform the services correctly.

2.4.2.3. The content of the banner advertising must not promote any competitors of Studydrive and/or StepStone unless the customer itself is a competitor of Studydrive and/or StepStone. Otherwise, the banner advertising must not contain any prohibited content as defined in part B, no. 2.2.2.3 of these T&Cs. Studydrive therefore reserves the right to exercise the right of refusal pursuant to part B, no. 2.2.2.4 of these T&Cs.

2.4.3. Deploying banners

It may be that StepStone can only deploy the banner advertising on Studydrive if users allow the required cookies and do not delete them.

2.4.4. Banner creation

2.4.4.1. If the customer additionally books the banner-creation option, StepStone shall create the banners for the customer which are then deployed on Studydrive.

2.4.4.2. A maximum of two correction runs per order shall be granted. Additional corrections will be charged separately.

2.5. Exclusive partnership

2.5.1. Service description

Booking the exclusive partnership gives the customer sole placement in courses at selected universities. The selection of courses is negotiated separately by the Parties. The exclusive partnership includes the placement of a header image, a banner, as well as an info box with a link-out to the customer's website (known as a "tool tip") on the pages specified in advance.

2.5.2. Obligations on the customer

2.5.2.1. The customer undertakes to provide to StepStone the material for the creation of the individual components in the formats defined by StepStone no later than five (5) working days prior to the start of the scheduled deployment. If the material is not received by StepStone in time and in the complete and correct form, the right to publication will expire without compensation. This is without prejudice to StepStone's claim for payment.

2.5.2.2. The customer must comply with StepStone's content design guidelines to ensure contractually compliant creation and deployment of the components. These shall be provided to the customer prior to conclusion of the contract. The guidelines include in particular banner, header and file formats that need to be complied with to enable StepStone to perform the services correctly.

2.5.2.3. The content of the individual components must not promote any competitors of Studydrive and/or StepStone unless the customer itself is a competitor of Studydrive and/or StepStone. Otherwise, the components must not contain any prohibited content as defined in part B, clause 2.2.2.3 of these T&Cs. StepStone therefore reserves the right to exercise the Right of Refusal pursuant to part B, clause 2.2.2.4 of these T&Cs.

2.5.3. Deployment of the components

StepStone is therefore liable neither for a particular interest of the users in the components nor a specific reaction of the users to them. It may be that StepStone can only display the components on Studydrive if users allow the required cookies and do not delete them.

2.5.4. Creation of the components

2.5.4.1. If the customer additionally books the option for StepStone to create one or more components, StepStone shall create the components for the customer that are then deployed on Studydrive.

2.5.4.2. A maximum of two correction runs per order shall be granted. Additional corrections will be charged separately.

2.6. Mailings

2.6.1. Service description

StepStone sends an e-mail formatted in the customer's individual layout via Studydrive to selected Studydrive users (hereinafter referred to as "Direct Mail"). The content of the Direct Mail may be a special job offer, the announcement of career-related events or the presentation of the customer's company with a link to vacant positions. The number of recipients, target group and the dispatch date will be specified by the Parties in a separate contract.

2.6.2. Obligations on the customer

The customer is obliged to send the advertising material to StepStone in a complete and correct form at the same time as the booking, or alternatively no later than five (5) working days before the planned publication date. If the advertising material is not received by StepStone in time and in the complete and correct form, the right to dispatch the Direct Mail will expire without compensation. This is without prejudice to StepStone's claim for payment. The customer is aware that the Direct Mail will only be sent to such users as have agreed to the receipt of this kind of e-mail. The subscribers can register to receive the Direct Mail free of charge and also deregister and deploy explicit blocking notices. StepStone therefore cannot guarantee the number of recipients.

2.6.3. Offer amendment and termination

2.6.3.1. StepStone has the right to reduce the number of recipients specified in the offer or to terminate the agreement on the dispatch of Direct Mails if there are an insufficient number of recipients available in the specified target group.

2.6.3.2. If StepStone considers that users will be overloaded by the dispatch of excessive mailings in too short a period, StepStone may postpone the dispatch date originally specified in consultation with the customer. If the Parties cannot agree an alternative dispatch date, StepStone may terminate the contract or the component of the contract concerning the mailing with immediate effect without any entitlement to compensation accruing to the customer. This paragraph shall have no bearing on clause 2.1.2.

2.7. Audio podcasts

2.7.1. Service description

Audio podcasts are audio productions in which people conduct a discussion via which listeners are given insights into a job or the customer's company or team culture. Topics and issues are determined by StepStone and discussed with the customer at a preliminary meeting. After booking this product, the customer can present its company in an episode. StepStone and the customer shall together determine which podcast episode is a match to the customer in thematic terms.

2.7.2. Editing and guarantee

The editorial work on the raw material is performed by StepStone following a recording session and includes the processing of technical edits of individual audio sequences as well as audio correction. The customer acknowledges the artistic and editorial freedom of StepStone as the responsible editorial in the creation of the podcasts. There is no entitlement to a reworking.

2.7.3. Usage rights

- 2.7.3.1. The original podcast file shall remain with StepStone and shall not be provided to the customer for self-publication. However, the customer is free to disseminate links to the podcast already published and to publish these on its own website. The precondition is that the user movement generated as a result (known as “traffic”) on Studydrive or Studydrive accounts remains on the corresponding platforms.
- 2.7.3.2. StepStone and companies affiliated to StepStone as defined in sections 15 et seq. German Stock Corporation Act (AktG) reserve the right to use, reproduce, disseminate and process the podcast with no limitations in terms of duration or territory and to publish it on the websites of StepStone and the affiliated companies. StepStone shall additionally make the podcast publicly available on podcast platforms such as Spotify, iTunes Music or Deezer. The general terms and conditions of business of these platforms shall apply accordingly and the Parties are aware that they have no influence over them. The usage right shall lapse with effect from the point at which, under Art. 7(3)(1) GDPR, a person participating in a podcast revokes in writing their consent granted vis-à-vis StepStone or Studydrive or the customer and the latter has notified StepStone or Studydrive of the revocation.
- 2.7.3.3. The customer undertakes to ensure that all persons participating in the podcast have effectively issued their consent to the use of their recordings for the creation and use of podcasts for the purpose contractually agreed between StepStone and the customer and that no third-party rights are infringed as a result or that corresponding approvals have been issued.
- 2.7.3.4. The customer undertakes to ensure that the recordings and the results and their use and exploitation do not breach statutory provisions, official prohibitions, third-party rights or the principles of common decency. In particular, the customer warrants that it is the holder of the provided logos, slogans and other intellectual property rights, or of the corresponding usage right for the creation and use of the contractual products.
- 2.7.3.5. The customer is required to ensure that no products of the customer and information related to their manufacture in respect of which the customer’s employees are subject to a confidentiality obligation (“commercial secrets”) are included on the recordings. The customer waives any claims arising from the publication of such information.
- 2.7.3.6. The customer undertakes to indemnify StepStone against third-party claims that are asserted as a result of a breach of the foregoing obligations.

2.8. Advertorial landing page

2.8.1. Service

description

The advertorial landing page is a website published on Studydrive that is created in collaboration with the customer and whose object concerns a specific topic that serves to advertise the customer and present it effectively to the public. The advertorial landing page will be published with the logo of the customer and Studydrive or StepStone as part of a co-branding measure. The object and

content will be determined by the customer and conveyed to StepStone. StepStone has the right to reject topics or texts at its own discretion or to delete content that has already been published.

2.8.2. Obligations on the customer

2.8.2.1. The customer undertakes to provide to StepStone the material for the creation of the advertorial landing page in the formats defined by StepStone no later than ten (10) working days prior to the start of the scheduled deployment. If the material is not received by StepStone in time and in the complete and correct form, the right to publication will expire without compensation. This is without prejudice to StepStone's claim for payment.

2.8.2.2. The customer must comply with StepStone's guidelines for designing advertorial landing pages to ensure contractually compliant creation and deployment of the components. These shall be provided to the customer prior to conclusion of the contract. The guidelines include in particular text and file formats that need to be complied with to enable StepStone to perform the services correctly.

2.8.2.3. The content must not promote any competitors of Studydrive and/or StepStone unless the customer itself is a competitor of Studydrive and/or StepStone. Otherwise, the components must not contain any prohibited content as defined in part B, clause 2.2.2.3 of these T&Cs. StepStone therefore reserves the right to exercise the Right of Refusal pursuant to part B, clause 2.2.2.4 of these T&Cs.

2.8.2.4. A maximum of two correction runs per order shall be granted. Additional corrections will be charged separately.

2.8.3. Deployment of the advertorial landing page

2.8.3.1. StepStone is liable neither for a particular interest of the users in an advertorial landing page nor a specific reaction of the users to it.

2.8.4. Pinned post

The pinned post can be booked as an add-on to the advertorial landing page. A box referring to the customer's advertorial landing page will be displayed. The reference box will be placed as the top post for a specific period in the course of previously specified groups ("Feed").

2.8.5. Careers newsletter

2.8.5.1. Service description

Careers newsletters are articles within newsletters that are sent to students once per month and contain information on the subject of careers. The customer can book an article within one of these newsletters, whereby Studydrive is responsible for the content of the newsletter. The object and content will be determined by the customer and conveyed to StepStone. StepStone has the right to reject topics or texts at its own discretion or to delete content that has already been published. StepStone creates various newsletters for different groups at a time. The

customer can opt for a place in the newsletter depending on the required target group.

2.8.5.2. **Obligations on the customer**

2.8.5.2.1. The customer undertakes to provide to StepStone the material for the creation of the article no later than ten (10) working days prior to the start of the scheduled deployment. If the material is not received by StepStone in time and in the complete and correct form, the right to publication will expire without compensation. This is without prejudice to StepStone's claim for payment.

2.8.5.2.2. The content must not promote any competitors of Studydrive and/or StepStone unless the customer itself is a competitor of Studydrive and/or StepStone. Otherwise, the components must not contain any prohibited content as defined in part B, clause 2.2.2.3 of these T&Cs. StepStone therefore reserves the right to exercise the Right of Refusal pursuant to part B, clause 2.2.2.4 of these T&Cs.

2.8.5.2.3. A maximum of two correction runs per order shall be granted. Additional corrections will be charged separately.

2.8.5.3. **Dispatch of the career newsletter**

StepStone is liable neither for a specific interest of the users in a newsletter nor a specific reaction of the users to it.

3. **Compensation Online**

3.1. **General information**

3.1.1. These terms and conditions apply to all contracts between StepStone Deutschland GmbH ("StepStone") and the customer concerning one of the contractual matters defined below. They do not apply to a use in the free test mode.

3.1.2. The services of StepStone regarding these contractual matters are aimed exclusively at companies and not at private customers and are provided exclusively in accordance with the following terms and conditions.

3.1.3. By ordering one of the following contractual items, the customer accepts these terms and conditions.

3.1.4. A counter-confirmation by the customer with reference to its terms and conditions is hereby objected to.

3.2. **Contractual object: Compensation-Online**

3.2.1. StepStone operates an online compensation platform for jobs in industry, the service sector and retail with annual earnings of up to €200,000.00 (hereinafter referred to as "Compensation-Online").

3.2.2. StepStone shall provide the full version of Compensation-Online under a paid licence and the test mode under a free licence.

3.2.3. Compensation-Online covers most of the jobs on the market, but there are some jobs for which no market data can be supplied.

- 3.2.4. The statistical model of Compensation-Online is updated at least twice a year. Each update is based on current data for at least 250,000 salaries.

3.3. Contractual conclusion, activation, term of activation

- 3.3.1. Activation is performed following order by the customer. The customer shall receive its invoice either in accordance with part A. no. 5, or directly following or upon activation.
- 3.3.2. StepStone reserves the right to reject an order and refuse the activation.
- 3.3.3. Initial activation is for a year. The material point in time is the point at which the customer is able to use Compensation-Online without limitation for the first time. If Compensation-Online is expanded by additional services at a later juncture, the term of these additional services shall end at the same time as the original activation.
- 3.3.4. "Customer" is only ever the specific company for which the Compensation-Online licence was acquired and does not include affiliates, i.e. subsidiary, parent or sister companies. These need to acquire their own licences.

3.4. Fee

- 3.4.1. The use of the full version of Compensation-Online is chargeable and the costs are set out in the relevant offer.
- 3.4.2. StepStone is entitled to block use of Compensation-Online for the customer if the customer is in default of payment.

3.5. Contractual term, termination

- 3.5.1. The contract shall run for twelve months and shall be automatically extended for a further twelve months unless the customer gives notice of termination three months before the end of the term.
- 3.5.2. This is without prejudice to the right to extraordinary termination for good cause.

3.6. Contractual object: salary reports, salary trackers and compensation studies

- 3.6.1. Salary reports consist of individually created salary information based on research in the Gehalt.de database or on research at or by partner companies.
- 3.6.2. Salary trackers and compensation studies are essentially pre-prepared extracts from Compensation-Online on a given topic.
- 3.6.3. The two products salary reports and compensation studies are each ordered and delivered on a one-off basis.
- 3.6.4. Salary trackers can be ordered on a one-off basis or subscribed to long-term. A salary trackers subscription can be terminated at any time with immediate effect. Salary trackers supplied prior to the termination shall be paid for by the customer as agreed.

3.7. Grant of licence

- 3.7.1. On activation or delivery, StepStone shall grant to the customer the non-exclusive, non-transferable, non-sublicensable, revocable right, limited in terms of duration and territory to the term of the contract, to use the contractual object

made available to it for internal use, namely to reproduce it to the extent necessary in its own company for the internal assessments, i.e. the use of the results generated for internal decisions of the customer with respect to structuring pay in its own company and/or for the preparation and/or development of a remuneration system, including with the assistance of third parties. Internal use of the supplied contractual object covers loading, displaying and permitting to run.

- 3.7.2. The customer shall not reproduce the contractual object beyond the agreed extent without StepStone's prior written consent and shall not excise any parts of the software. The customer is only permitted to edit or decompile the contractual object if this is permitted by law and only to the extent that StepStone is not able to provide the requisite information at the customer's request.
- 3.7.3. The customer shall not remove the copyright notices, identifiers and trademarks existing on the contractual object, on the data storage media or in the documentation. It shall include them unchanged in any reproduction.
- 3.7.4. The customer may not use or add its own trademarks, names or copyright notices in connection with the contractual object.
- 3.7.5. As far as technically possible, the customer may make a backup copy of each item of contractual object.
- 3.7.6. The rights under the foregoing nos. 1 to 5 will be issued for the number of contractual items ordered by the customer. In all other respects, all rights connected with the contractual object and the documentation shall remain with StepStone; in particular, the foregoing clauses 3.7.1 to 3.7.5 do not constitute a grant of rights.

3.8. Privacy

- 3.8.1. StepStone undertakes to treat all customer data in strict confidence and to use salary data solely for anonymous statistical analyses. The anonymity of all data shall remain guaranteed at all times. StepStone shall subject all companies that are entrusted with the performance of the order, i.e. in particular Gehalt.de, to this obligation of confidentiality.
- 3.8.2. The customer undertakes never to store or transfer names of employees, and only job descriptions or payroll numbers, with the salary data.

3.9. List of references

- 3.9.1. StepStone is authorised to include the customer's company name in its list of references and/or the list of references of Gehalt.de that is publicly available to prospects.
- 3.9.2. If the customer does not agree to this, StepStone or Gehalt.de shall be notified in writing.

3.10. Unauthorised use

- 3.10.1. The customer undertakes to give notice if an employee with access data to Compensation-Online leaves the customer's company so that this access can be blocked.

3.10.2. All salary information must be treated in confidence and may only be used within the company that acquired the salary information, unless the customer is authorised for further use. For instance, consultancy firms are prohibited from ascertaining salary information via a Compensation-Online licence and then providing this to third-party companies in the course of their own projects.

4. Services by Cammio GmbH

4.1. General matters

4.1.1. These terms and conditions apply to all contracts between StepStone and the customer that have as their contractual object employer branding services from our subsidiary Studydrive GmbH.

4.1.2. In the context of utilising the Service, StepStone may process personal data within the meaning of Art. 28 GDPR on the customer's behalf. In this case the customer is the controller of the data pursuant to Art. 4(7) GDPR. The Parties shall enter into a corresponding agreement reflecting this. The Data Processing Agreement may be viewed [here](#).

4.2. Contractual object

The contractual object results from the respective StepStone order form and the documents and agreements referred to therein.

4.3. Amendment of the contract

If it transpires during the contractual term that proper performance requires changes to the services being rendered and/or necessitates additional services, StepStone and the customer have the right to amend or supplement the contract in consultation and in good time. Such changes shall only be binding on StepStone if StepStone has confirmed them in writing.

4.4. Grant of usage and licence rights

4.4.1. StepStone shall grant to the customer the requisite usage rights ("Licence") in accordance with the licence specified in the contract in accordance with the provisions of these T&Cs, on conclusion of the contract and subject to the condition precedent of the full payment of the corresponding invoice amount.

4.4.2. In the case of misuse, StepStone is entitled to block access to the system without undue delay. This is without prejudice to any more extensive rights and claims on the part of StepStone, in particular the right to extraordinary termination for good cause and claims for compensation.

4.4.3. The customer undertakes to refer the authorised users to the foregoing provisions and to ensure compliance therewith.

4.4.4. The right to use the system is strictly limited to the customer and its employees. Any assignment, licensing and/or sublicensing of this right to third parties is therefore not permitted unless StepStone has agreed to such in advance.

4.4.5. Should the customer be permitted to engage a third party, the customer shall ensure that the third party has entered into an obligation to comply with these T&Cs and the usage rights and usage limitations granted therein.

4.5. Description of services

- 4.5.1. A licence is required to use the functions of Cammio.
- 4.5.2. StepStone shall execute the contract to the best of its commercial ability, in accordance with the requirements of high professional standards and with the requisite diligence and expertise, whereby the state of the art at this point in time will be taken into account. However, StepStone does not guarantee that the services will be free from defects or interruptions at all times.
- 4.5.3. If and to the extent that this is required for the proper fulfilment of the contract, StepStone has the right to have third parties perform certain tasks.
- 4.5.4. If it was agreed that the contract will be performed in parts, StepStone may defer the performance of partial services for partial services following this part until the customer has approved in writing the results of the immediately preceding part.

4.6. Term of the licence and right of retention

- 4.6.1. The licence shall be agreed for the initial fixed term agreed in the contract from the commencement of the contract (“Initial Term”). On expiry of the fixed Initial Term, the licence shall be automatically extended by the valid term in each case unless it is terminated in writing by one of the Parties with 3 (three) months’ notice prior to expiry of the respective term. During its respective term, the licence may only be terminated for good cause.
- 4.6.2. In the following cases, StepStone has the right to defer the fulfilment of the contractual obligations by immediately blocking access to the system or to rescind the Agreement with immediate effect: If the customer a) defaults on payment, and/or b) misuses the licence and/or the functionalities, and/or c) fails to comply with its duties of cooperation and information under the Agreement.
- 4.6.3. Each Party is entitled to rescind the Agreement with immediate effect and without the involvement of a court without being obliged to pay any compensation if the other Party requests deferral of payment, files for insolvency or is declared insolvent.

4.7. Rights and obligations of StepStone

- 4.7.1. StepStone shall undertake reasonable endeavours to support the technology for the Services.
- 4.7.2. StepStone has the right to perform modifications and/or improvements to the System without notifying the customer in advance or obtaining its permission. Such changes may not result in a restriction of the agreed use.
- 4.7.3. StepStone has the right to temporarily take the System out of service and/or to restrict its usage if this is necessary for the maintenance of the system. StepStone must notify the customer in advance if this is reasonably possible, otherwise as quickly as possible.
- 4.7.4. StepStone has the right to state the customer’s name and to use the customer’s logo on its external communication materials and/or other marketing materials, including the company website, press releases and presentations, in order to identify the customer as a customer of StepStone and to describe the use of the Services by the customer.

- 4.7.5. StepStone has the right to delete the data recorded and/or stored by the customer in the database if there are legitimate grounds to suspect that the content of the database breaches legal provisions or a provision referred to in the contract, notwithstanding any other rights accruing to StepStone.
- 4.7.6. If the customer uses services that are intended for communication with third parties, e.g. video recruiting, StepStone shall in no way be involved in the relationship between the customer and its partners. StepStone is not obliged to review the stored data or to perform a data review.
- 4.7.7. Data stored or provided by the customer or that is processed during the use of the System is and shall remain the property of the customer. StepStone reserves the right to use this data for the provision of the Service and any additional and future Services and to use this data for statistical purposes to improve the quality of StepStone's services provided no confidential information about the customer is passed to third parties.
- 4.7.8. StepStone shall implement adequate measures to prevent other parties apart from the customer or StepStone from accessing the data stored in the System. Additionally, StepStone shall implement adequate technical and organisational measures to guarantee the security of the System and the personal data it contains, whereby the type of risks, the state of the art and the associated implementation costs shall be taken into account.

4.8. Rights and obligations of the customer

- 4.8.1. The customer acknowledges that StepStone shall only provide the technical implementation of the System. The customer alone is responsible and liable for the content of the database as well as for the orderly compliance with all legal obligations in respect of the content of the database, for instance compliance with the applicable data protection legislation.
- 4.8.2. The customer is responsible for ensuring that a permissible legal basis for the processing is in place at the point at which personal data is transferred to StepStone.
- 4.8.3. The customer must notify StepStone in writing or by e-mail without undue delay if one of the data subjects has given notice that they would like the data in question to be deleted from the database and the System so that StepStone can proceed accordingly. In this case, the requested personal data may be for instance the video interview.
- 4.8.4. The customer shall be liable to the full extent for the use and the content of its own account on the Systems and shall indemnify StepStone against all third-party claims arising in connection with the use of the System. The customer shall bear sole responsibility under data protection legislation for its own content or content created for it within the System. The customer is responsible in particular for compliance with the applicable statutory provisions in respect of the content it processes. The customer further warrants that the content breaches neither statutory prohibitions nor third-party rights.
- 4.8.5. The customer guarantees that the customer and its employees shall only use the System for purposes of contractual use.

- 4.8.6. The customer is responsible for all use of the System performed under the use of the customer's user name and password or via the customer's computer system or by employees or other parties with whom the customer has a contractual relationship, and shall be liable for all losses or damage that StepStone suffers as the consequence of such use and indemnifies StepStone against such.
- 4.8.7. The customer warrants and guarantees that a) the content it transmits to StepStone or inputs into the system does not contain any viruses or other programs that could damage the system in any way, and b) on transmission or input of the respective content, no device and/or software is used that could disrupt the orderly operation of the system, and that no data is transferred that places a disproportionate load on the infrastructure of the system due to its size and/or properties.
- 4.8.8. The customer shall refrain from acts that could result in damage to the system or disrupt use of the system, but not limited to the dissemination of viruses or other disruption and/or destruction of the communication or data storage or unauthorised access to other computers or computer systems on the Internet or the attempt at such access ("hacking"). The customer shall indemnify StepStone against all losses and damage that StepStone suffers as a consequence of such acts by the customer or the users.
- 4.8.9. The customer shall comply with all instructions, rules and procedures of StepStone, including those listed in the user manual.
- 4.8.10. The customer shall indemnify StepStone legally and otherwise against losses or damage that StepStone suffers as a consequence of or in connection with the non-compliance with obligations to which the customer is subject under this section, including, but not limited to, claims by third-parties including government bodies and candidates.

4.9. Offers and price information

- 4.9.1. All offers are subject to change unless the offer includes an acceptance period.
- 4.9.2. The offers drawn up by StepStone shall apply for 30 (thirty) days following the offer date, unless expressly stated to the contrary. These offers are subject to change and shall only be binding on StepStone if the customer confirms acceptance of the offer in writing within 30 (thirty) days with no derogations.
- 4.9.3. The acceptance of offers shall not be binding on StepStone if the acceptance derogates in material or non-material points from the provisions contained in the offer. In this case, the Agreement shall not come about, unless otherwise stated by StepStone.

4.10. Copyright and other intellectual property rights

- 4.10.1. This Agreement does not contain any transfer of property rights and usage rights, licences or transfer of other exclusive rights to the software to the customer. All intellectual property rights concerning the website, the System, the database and the Service as well as all software, hardware, other materials and information developed and/or provided to the customer by StepStone or Cammio, including, but not limited to, designs, documentation, reports, models,

techniques, data files, photos, image and/or audio materials, formats and trademarks and domain names as well as preparatory material relating thereto shall accrue exclusively to StepStone or Cammio. Use of the System and/or the Service(s) shall not constitute a licence to use these intellectual property rights except to the extent set out in these T&Cs.

- 4.10.2. The customer shall not reverse engineer, decrypt, disassemble the source code, techniques, procedures, processes, algorithms, know-how or other information, nor shall it otherwise attempt to derive the source code, techniques, procedures, processes, algorithms, know-how or other information from the compiled code or databases created with the codes of the StepStone Group, or to enable or initiate the above. The customer shall additionally not make any other changes to the elements in the system unless this results from the type of the contractual object or is otherwise agreed in writing.
- 4.10.3. Drafts, sketches, drawings, videos, software and other materials or electronic or other files created by StepStone in the course of this contract shall remain the property of StepStone irrespective of whether these were supplied to the customer or to third parties unless the contrary has been expressly agreed.
- 4.10.4. All documents made available by StepStone, including designs, sketches, drawings, videos, software, electronic or other files, are only intended for use by the customer. The customer undertakes not to reproduce, duplicate, copy, sell, resell, exploit or otherwise distribute these documents or to share them with third parties, unless it has obtained the express written consent of StepStone in advance or it is clear from the type of documents supplied that the contrary applies.
- 4.10.5. The customer warrants to StepStone that neither the customer nor persons or parties associated with the customer directly or indirectly works on the operation of a competitor system to the System during the contractual term and for two years after the end thereof. In the event of a breach of this obligation, the customer shall be liable to StepStone for a sum, payable immediately and not eligible for set-off, totalling €10,000 for each breach and each day on which this breach continues, irrespective of StepStone's right to compensation for loss or damage.

4.11. **Force majeure**

- 4.11.1. The Parties are not obliged to fulfil an obligation under the contract if they are impeded in doing so as the result of a circumstance that is neither the result of negligence nor attributable to a cause for which the Parties are responsible, are prevented from effecting performance due to an act of law or are responsible in accordance with generally acknowledged standards.
- 4.11.2. In these T&Cs, the term force majeure, in addition to what is stated in statutes and case law, extends to all foreseeable or non-foreseeable external circumstances over which StepStone cannot exercise any influence and as a consequence of which StepStone is not able to comply with its obligations. This also includes strikes within the StepStone company as well as sudden changes to policies concerning educational institutions that result in a situation where StepStone is no longer able to offer the service covered by the Agreement.

- 4.11.3. StepStone also has the right to invoke force majeure if the circumstance that impedes the obligation to perform a service or further compliance therewith occurs after the point at which StepStone ought to have complied with its obligation.
- 4.11.4. For such time as the force majeure persists, the Parties may suspend their obligations under the contract provided performance is not permanently impossible. If the period in which the performance of the Agreement is impossible exceeds or will exceed 60 (sixty) days, the Parties are entitled to rescind the Agreement without being obliged to pay compensation to the other Party for the loss or damage.
- 4.11.5. If StepStone has already partly fulfilled its obligations under the contract or can only partly fulfil its obligations under the contract at the point of the occurrence of the force majeure, StepStone may separately invoice the delivered or deliverable part of the Service(s), and the customer is obliged to settle this invoice as if it were a separate invoice.
- 4.11.6. StepStone is entitled to rescind the Agreement or have it rescinded if circumstances occur that mean that compliance with the contract becomes impossible or can no longer be demanded in accordance with the principles of proportionality and reasonableness or if other circumstances arise that mean that the unaltered continuation of the contract cannot be reasonably expected.

4.12. **Confidentiality and data protection**

- 4.12.1. Both Parties undertake to maintain strict confidentiality over all confidential information about each other that they have received from each other or from a different source both during as well as after the termination of this Agreement. Information is deemed to be confidential if a Party has stated such or if this is apparent from the kind of information.
- 4.12.2. If under a statutory provision or a court ruling StepStone is obliged to disclose confidential information to third parties specified by the law or the competent court and StepStone is not able to invoke a statutory right to confidentiality or a right to confidentiality recognised or authorised by the competent court, StepStone is not obliged to pay compensation for loss or damages and the customer does not have the right to rescind the Agreement due to the loss or damage arising as a result.
- 4.12.3. User data shall be treated in confidence both by StepStone and by the customer and must be processed in accordance with the applicable data protection legislation, in particular none of the Parties may record the image or other personal data of a user without their express consent.
- 4.12.4. StepStone processes personal data on behalf of the customer within the meaning of Art. 28 GDPR in conjunction with the use of the system. The customer is therefore the controller within the meaning of Art. 4(7) GDPR. The Parties shall enter into a corresponding agreement reflecting this.

5. StepStone Emotions

5.1 With StepStone Emotions, the Customer's company can be experienced by its business partners, employees and potential Candidates. StepStone Emotions consists of photo and video products of the Customer's company. The everyday life of the company, the working environment and/or the workplaces of the Customer as well as its employees and vacant positions in his company can be presented

5.2 StepStone creates the product variant selected by the Customer in each case independently or through third parties commissioned by StepStone and makes the finished product variant available to the Customer in accordance with the product-specific right of use. The recordings for the creation of StepStone Emotions shall take place at the time agreed with the Customer ("Recording Date") at the location agreed with the Customer ("Recording Location").

5.3 The processing of the photo and video recordings takes place after the Recording Date. The editing does not go beyond the post-processing of the photos based on the image parameters and minor corrections, such as the removal of minor image spots or shadows. In the case of video creation, editing includes technical work, in particular editing of individual sequences of video and audio. The Customer acknowledges StepStone's artistic and editorial freedom in the creation of photos and videos. There is no claim to post-processing of the photos and videos, unless this has been expressly agreed or is listed within the scope of these GTC.

5.4 The product StepStone Emotions – Lite includes a video tour, a JobPitch the taking and making available of photographs.

5.4.1 In the video tour, the Customer's premises are filmed. The focus is on the Customer's workplaces and environment. Tour videos are made available via an embedding link.

5.4.2 In the JobPitch video, the presentation of a vacant position in the Customer's company is filmed. The focus is on the company and job description. JobPitch videos are made available via an embedding link.

5.4.3 StepStone takes 20 photos on site at the Customer's company portraying the workplace. The provision of photo products is in JPEG format.

5.5 The StepStone Emotions – Pure product includes an Insight film and an Imagefilm.

5.5.1 The Insight Film portrays the Customer's company. The Insight Film is created on the basis of a script individually conceived for the Customer. Insight films are made available via an embedding link.

5.5.2 The image film portrays the Customer's company. The image film is created on the basis of a script conceived individually for the Customer, with the Customer's participation. The focus is on the company, its goals, employees and the way the company works. The image film is provided in MP4 format.

5.5.3 In the case of StepStone Emotions – Pure Video Products, the Customer is given the opportunity to declare any change requests to StepStone with a period of thirty (30) days from the date of provision of the finished video by

StepStone to the Customer. After delivery of the corrected video (“1st correction loop”), StepStone implements further change requests of the Customer made within a period of fourteen (14) days following the 1st correction loop (“2nd correction loop”).

5.6

5.6.1 StepStone is the author of the photo and video products and the owner of all related exploitation and usage rights. StepStone reserves the right to subsequently edit the photo and video products, in particular to disassemble videos into individual parts and to reassemble and/or shorten them as well as to change image sections in the case of photos.

5.6.2 As the rights holder, StepStone is entitled to grant sublicenses. However, StepStone undertakes not to license the photo and video products to third parties for use. Third parties are not companies affiliated with StepStone, in the sense of §§ 15 ff. AktG (German Stock Corporation Act).

5.6.3 StepStone uses the photo and video products for internal as well as external purposes. External purposes include, for example, showing to other Customers as an example of results, as well as at career fairs. Video sequences of several Customers can be connected.

5.6.4 StepStone publishes photo and video products on StepStone’s websites, in particular in the Company Hub and in job advertisements of the Customer.

5.6.5 StepStone grants the Customer the right to use the photo and video products in the delivered form in accordance with the product-specific right of use agreed upon in the individual contract. The right of use is unlimited in time and applies to the final file or version.

5.6.6 The Customer shall not be entitled to grant sublicenses to third parties. Third parties shall not be companies affiliated with the Customer within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act).

5.7

5.7.1 The Customer undertakes to ensure that all persons depicted in the recordings have an effective legal basis for the use of their recordings. The legal basis must include, in particular, the use in accordance with [Part B Section 5.6.3](#) of these Terms and Conditions. In addition, the Customer must ensure that no rights of third parties are infringed at the place of recording or on objects at the place of recording or that corresponding permits have been granted.

5.7.2 For the creation and use of the recordings by the Customer, the Customer is solely responsible for compliance with applicable legal provisions, in particular with respect to third parties.

5.7.3 The Customer warrants that it holds the right of use and/or exploitation as well as other industrial property rights to the materials provided.

5.7.4 The Customer warrants that no products of the Customer and their manufacture or other confidential information that the Customer's employees are obliged to keep secret ("trade secrets") will be photographed. The Customer waives any claims arising from the publication of such information.

5.7.5 The Customer undertakes to indemnify StepStone against claims of third parties which are asserted due to a breach of the aforementioned contractual obligations and warranties of the Customer.