

General Terms and Conditions for the Magicline Developer Portal

Version: 07-26

1. Introduction

a. These General Terms and Conditions ("Terms" or "GTC") govern the access and use of the Magicline Developer Platform ("Portal" or "Developer Platform") by companies ("Integration Partner") or contractors of Integration Partners to create and adapt their developer applications ("Application") for companies that are Magicline customers ("Customers"). These GTC apply to the cooperation by Sport Alliance Solutions GmbH, Steinhöft 9, 20459 Hamburg (hereinafter referred to as "Magicline") with the Integration Partner.

b. The cooperation between Magicline and the Integration Partner is based exclusively on the following GTC, which are recognized by the Integration Partner upon sign up to the Portal. Terms and conditions of the Integration Partner shall not become part of the cooperation, even if Magicline does not object to them separately. Such contractual terms and conditions are hereby rejected.

2. Participation

a. **Overview** - Magicline makes the Developer Platform available to employees from Integration Partners or contractors (both "Developers") to build Integration Partner Applications that interoperate with and enable Customers to access the Applications via the Magicline Software. Magicline is a company in the fitness sector that operates several standardized software platforms (hereinafter collectively referred to as "Magicline Software") in the form of a software-as-a-service solution for its Customers, primarily fitness studios and wellness facilities for the management of their administrative tasks and for digitalization. Partners may use the Portal to adapt Applications to Magicline-Software for the use of Customers and submit them for technical review to Magicline. Magicline intends to support the Integration Partner in the exchange of data by enabling a connection of the Integration Partner to the Magicline Software via a special interface to be set up and allowing the Integration Partner to connect to the Magicline Software and to use the connection ("Magicline Open API") for the exchange of data with the Customers.

b. **Use of the Portal** - Subject to these Terms, Magicline grants Integration Partner a limited, revocable, non-exclusive, non-sublicensable and non-transferable access right to (i) use the Portal to develop and test Applications and (ii) upon acceptance, review and testing, make available the Application via the Magicline Marketplace as set out below. Magicline reserves the right to revoke, limit or suspend access to the Portal at its sole discretion.

c. **Eligibility** - Developers and other representatives of Integration Partners must be at least 18 years of age to register and use the Portal on behalf of Integration Partner. By registering, the Integration Partner confirms that the Integration Partner has the legal capacity to enter into these Terms and agrees to these Terms on behalf of a company.

d. **Registration and Access** - Integration Partners agree to follow the registration requirements established by Magicline for creating a developer account and accessing the Developer Platform. Integration Partners may register with their email address on the Portal to request a sandbox as well as define various information (e.g. app name, endpoints, events). Registration requires acceptance of these Terms. Once all information is provided, Integration Partner may use the resources provided in

the Portal to create the respective Application. Once the Application has been created, developers can test it and build the Integration.

e. Integration Development and Submission - Submitted Applications will be subject to Magicline's review and testing processes to ensure compliance with Magicline's standards and requirements. The Application is subject to acceptance by Magicline. The review process can be started via the Portal by the Integration Partner. Submitted information must be accurate and complete. Magicline may conduct a technical quality check as well as a test run with one of Magicline's Customers. Upon Magicline's request, Integration Partner will provide Magicline with free access to an account for the Application in connection with the foregoing. Magicline is free to use any descriptions of the Application created by Integration Partner. The Integration Partner agrees that Magicline is not obliged to accept the Application, even if all criteria are met and the test run is positive.

f. Magicline Marketplace - Magicline will enable the Integration partner to enter all information for accepted Integrations on the Magicline Marketplace. Details of the listing may be changed by Magicline at their sole discretion. These Terms do not grant Integration Partner the right to use the Magicline Software directly. Any use of the Magicline Software by Integration Partner is subject to Magicline's review and integration process as well as additional terms. Submission of an Application does not guarantee its acceptance, implementation, or any other form of usage by Magicline. Magicline reserves the absolute right to accept, reject, or require modifications to any Application submitted. For avoidance of doubt, Magicline does not have any duty or obligation, express or implied, to make any Applications available and Integration Partner has no expectation of any minimum distribution or usage. Integration Partner acknowledges and agrees that Magicline has sole editorial control of the Marketplace and may choose the placement and location of Applications and size and prominence. Applications accepted for implementation may be subject to further agreements between Magicline and the Integration Partner regarding licensing, use, and compensation. Integration Partners shall have no claim against Magicline in the event their Application is not chosen for implementation or use. Applications can be removed from the Marketplace by Magicline at any time at its sole discretion without notice to the Integration Partner.

g. Changes - Changes to the Application must be submitted by Integration Partner for a new technical acceptance and review to Magicline before integrating/updating with Customers. From time-to-time, Magicline may change the Portal - future versions may not be compatible with Applications developed using previous versions. Magicline will have no liability resulting from changes to the Portal or any effect such changes may have on Applications.

3. Magicline Rights & Obligations

a. Magicline shall not be obliged to provide support for the Application or Portal. Magicline will use commercially reasonable efforts to make the Magicline Open API as well as the Developer Portal available 99 % an annual average. Excluded from this are times in which the server cannot be reached due to other technical problems beyond the control of Magicline (in particular force majeure, third party negligence). Also excluded are planned maintenance work which Magicline will announce duly in advance.

b. Magicline may analyze the use of the Magicline Open API by Integration Partner (e.g. amount and times of access requests, transferred amount of data) for the purpose of ensuring compliance

with this Agreement, data security and in order to improve or further develop the Magicline Open API, the Developer Portal and other services of Magicline

c. Magicline works with many developers and nothing in these terms limits Magicline's right to develop or acquire, or to permit others to develop or acquire, any products, technology or services, even if they are similar to or compete with the Application.

4. Integration Partner Obligations

a. The creation of the technical requirements necessary for the use of the interface at the Integration Partner is the responsibility of the Integration Partner. This applies in particular to the provision of suitable proprietary interfaces for connecting the Integration Partner's own IT system environment to the Magicline software.

b. The Integration Partner undertakes to exchange data bidirectionally in order to support the use cases as accepted with the integration, which increases the concrete benefit of Magicline Customers.

c. Integration Partners are solely responsible for the content, functionality, and legal compliance of their Applications. Integration Partners must especially ensure that the use of the Developer Portal , the Magicline Open API as well as the Applications:

- Complies with all applicable laws and regulations, e.g. in particular data protection laws and regulations and copyright laws.
- Does not infringe the rights of any third party.
- Does not contain any harmful or malicious code.

d. Integration Partners shall ensure an average minimum availability of the data exchange offered via their respective software of 99% on an annual average. This commitment does not cover periods of temporary unavailability due to routine or necessary maintenance, data backup or update measures. Also not covered are such downtimes which are due to a lack of technical requirements for access to the interface to be created by the respective other party, which are based on errors in the general telecommunications infrastructure or are the responsibility of the data transmission company, or which are due to force majeure beyond the control of the respective Integration Partner.

e. The Integration Partner shall report to Magicline without undue delay disruption or any other malfunction of the availability of the Magicline Open API and / or Developer Portal..

f. The Integration Partner will provide Magicline with a support contact and offer reasonable support in case of any issue raised by Magicline in connection with any technical aspect of the Integration, e.g. in case of a complaint by a Magicline Customer or a synchronization error.

5. Privacy

a. The Integration Partner will keep all access credentials and information secret and confidential, and will not share, assign, or transfer them to any third party. The Integration Partner is responsible for all activities that occur using their access credentials. Insofar as personal access data is made available to the Integration Partner, the Integration Partner shall be responsible for maintaining the confidentiality and shall prevent its misuse.

b. Magicline processes personal data of the Integration Partner for the execution of the business relationship as an independent controller within the meaning of Art. 4 No. 7 GDPR.

c. The Parties agree that prior to the stage of integration, no personal data of any Customer will be processed or transferred. After acceptance and integration of the Application, Customer may authorize Magicline to share personal data controlled by Customer with the Integration Partner. With regard to the exchange of data between the Integration Partner and the Customer, the Customer and the Integration Partner shall each act as a separate controller within the meaning of Art. 4 No. 7 GDPR. Magicline is not a controller in the sense of Art. 4 No. 7 GDPR, but a processor of Customer in the sense of Art. 4 No. 8 and Art 28 GDPR - Magicline and Integration Partner are neither joint controllers (within the meaning of Art. 26 GDPR) nor are in a processor and sub-processors relationship. The establishment of necessary legal regulations for the data exchange between the Integration Partner and the Customer is the sole responsibility of the Integration Partner and the respective Customer. Magicline does not owe and does not provide any services in this regard. As far as Magicline is involved in data processing processes, Magicline acts as a processor to the Customer according to Art. 28 GDPR. Magicline does not have any influence on data, and therefore only owes the regular, fully automated provision and/or collection at the transfer point as authorized by the Customer.

d. The Integration Partner shall comply with all applicable laws and regulations on the protection of personal data, in particular the GDPR, when processing personal data in the course of the integration. With registration to the Developer Portal, Integration Partner confirms that they process personal data in accordance with all applicable data protection regulations, in particular the GDPR.

e. If the Integration Partner becomes aware of a personal data breach in connection with the use of the Developer Portal and/or the Magicline Open API, the Integration Partner shall inform Magicline without undue delay and provide Magicline with all necessary information. The Integration Partner shall consult and cooperate with investigations, assist with any required notices, and provide any information requested.

f. The Integration Partner's right of use is subject to the permissibility of the data exchange under data protection law, which requires in particular that a legal permission exists for the data exchange (for example, because the data subject has consented or because the data is required for the performance of the contract or due to a legitimate interest). The Integration Partner undertakes to terminate the data exchange if there is no permission. The Integration Partner acknowledges that Customers may withdraw such permission or may order Magicline to withdraw access and data exchange at any time. Magicline assumes with regard to the data exchange that there is a legitimation under data protection law for the associated data processing on the part of the respective Customer as well as on the part of the Integration Partner, but does not verify the permissibility of the data exchange.

6. Confidentiality

a. All information relating to the Integration Partner or Magicline that is marked as confidential, as well as all information that is not expressly marked as confidential but which, due to its nature and content, must reasonably be regarded as confidential, shall be deemed to be "confidential

information". Each party agrees to take all necessary steps to maintain confidentiality, including but not limited to:

- to disclose confidential information only to employees and agents of the parties who need to have access to such information in order to exercise rights and obligations under this agreement; and
- not to disclose confidential information to third parties without the prior written consent of the other party, unless such disclosure is a necessary part of the contractual performance owed in each case.

b. The obligation to maintain confidentiality does not apply to information:

- that is accessible to the general public;
- disclosed to one of the parties by a third party without an obligation of confidentiality;
- which was already in the possession of one of the parties or were known to them at the time of disclosure;
- developed independently of the confidential information by the other party; or
- if and to the extent that one of the parties and/or its employees is required to disclose such information by law or by decision of a court or administrative authority.

c. The obligation of confidentiality described in this clause shall survive termination of the agreement, regardless of the reasons for such termination.

7. Payment

a. If Magicline accepts and makes available an Integration, Magicline reserves the right to claim a fee from the Integration Partner according to separate and additional negotiations between the parties.

b. Both parties shall bear their own costs for the development and maintenance of the interface or interface connection.

8. Intellectual Property and Rights Transfer

a. Each Party shall remain owner of its intellectual property rights, in particular Magicline shall keep all rights in the Magicline Software and the Magicline Open API and the Integration Partner shall keep all rights in the Integration Partner Integration and the Application. Integration Partners retain ownership of the intellectual property rights in their Application unless explicitly transferred to Magicline through a written agreement. No rights are granted to Integration Partner other than as expressly set forth herein.

b. The Integration Partner shall receive the non-exclusive, non-transferable right of use, limited to the term of Integration use, to use the Portal for data exchange with the Customer. The Integration Partner and the employees belonging to its direct legal organization as well as its vicarious agents shall be entitled to use the interface, provided that they merely act as agents of the Integration Partner bound by instructions (for example, processors within the meaning of Art. 4 No. 8, 28 GDPR).

c. Integration Partner grants Magicline a limited, non-exclusive, non-sublicensable, non-transferable and non-assignable license during the term of use of the Application to display the Integration Partners party trade names, trademarks, logos for business and marketing purposes of Magicline and Magicline products. Integration Partner is encouraged to use the Magicline logo as agreed between the parties separately.

d. To the extent Integration Partner provides feedback in connection with the usage of the Developer Portal, including without limitation comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Developer Portal (collectively "Feedback"), Integration Partner hereby grants Magicline a worldwide, perpetual, irrevocable, royalty-free license to use such Feedback without restriction, provided Magicline does not identify Integration Partner as the source of any Feedback to any third party. Integration Partner is not obligated to provide Feedback and Magicline is not obligated to use Feedback. Each Party agrees not to provide Feedback that it knows is subject to any intellectual property claim by a third party or any license terms which would require products or services derived

9. Termination

a. Magicline may terminate an Integration Partner's access to the Portal for any reason, including but not limited to a breach of these Terms.

b. Integration Partners may terminate their use of the Portal by deactivating their account.

c. This Agreement shall have an indefinite term. It may be terminated for convenience by either party with a 90 days notice period.

d. Either party shall have the right to terminate this contract with immediate effect for good cause. The following circumstances, in particular, shall also be regarded as important reasons entitling one party to terminate this contract without notice:

- One party is forced to terminate due to legal regulations, an official order, or a court decision.
- A party has reasonable grounds to suspect that the other party is using the connection to the interface for improper or unlawful activity.
- A party makes incorrect, unfairly misleading statements regarding its identity or business operations or persistently fails to fulfill its obligations to the other party despite a warning.
- The performance of this Agreement by a party is objected to by a competent authority, and a deadline set by such authority to remedy the relevant deficiencies expires unsuccessfully, or at least one of the parties is prohibited by a competent authority from further performance of this Agreement.
- The Integration Partner fails to comply with data security requirements or caused a personal data breach.
- The Integration Partner fails to comply with the acceptance criteria and does not rectify such defect within 30 days.

e. Any termination must be made in writing. Transmission by telecommunication, in particular by email, shall be sufficient to comply with the written form requirement. Upon termination of the

cooperation, the parties shall disconnect the other party from the interface and refrain from any reference to the cooperation (including the further use of trademarks and signs).

10. Indemnification

The Integration Partner agrees to indemnify, defend, and hold harmless Magicline, its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against any and all claims, losses, damages, liabilities, expenses, and costs (including, without limitation, reasonable attorneys' fees) arising out of or related to:

- use or misuse of the Magicline Open API or Developer Portal by Integration Partner;
- violation of these Terms and Conditions by Integration Partner;
- violation of confidentiality by Integration Partner;
- Any infringement or alleged infringement of any intellectual property rights, privacy rights, or other rights of any third party by Integration Partner; and
- Any violation of applicable laws, regulations, or third-party agreements by Integration Partners.

11. Warranty, Disclaimer and Limitation of Liability

a. Integration Partner shall be fully responsible for the Application. Integration Partners guarantee and warrant that

- The Applications are original and do not infringe upon the intellectual property rights of any third party.
- The Application is free from defects, does not violate third party rights or any applicable laws or regulations.
- The Application does not contain, and will not transmit to Magicline, any viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs and will not interfere with, disrupt, or harm Magicline, the Magicline Open API, the systems, servers, or networks providing the foregoing, or anyone's use of the Magicline Software
- All information the Integration Partner provides to Magicline is true, accurate, and complete,
- The Integration Partner will not use the Magicline Open APIs or any data obtained using the Magicline Open APIs to identify, exploit or publicly disclose any potential security vulnerabilities or reverse engineer, decompile, disassemble, or derive source code from the Magicline Open API or Magicline Software.
- The Integration Partner will not suggest any affiliation with Magicline.

b. The Portal is provided "as is" and "as available." Magicline disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Magicline shall not be liable for any damages, including indirect, incidental, consequential, or punitive damages, arising from or related to the use of the Portal, the submission of Integrations or availability of the Magicline Open API.

- c.** Magicline has no influence on whether and to what extent Customers establishes an interface connection with the Integration Partner. Magicline is not responsible for improper use of the Magicline software by third parties; any liability on the part of Magicline in this respect is excluded. § 278 BGB (German Civil Code) shall not apply.
- d.** The parties shall ensure that the services obtained by the Integration Partner comply with the agreed quality and shall ensure that the agreed rights of use do not conflict with any rights of third parties. If there is a reason for complaint, the Integration Partner must first allow Magicline a 30-day period of time to restore the contractual condition before asserting a right to reduce eventual prices or to terminate the contract. Excluded from this obligation are those cases for which the exercise of warranty rights without setting a special deadline is permissible due to statutory provisions (for example, because subsequent performance is impossible, unreasonable or has been refused by Magicline).
- e.** Claims against Magicline due to functional impairments or service disruptions that are based on the violation of the Integration Partner's duties to cooperate or due to other circumstances for which the Integration Partner is responsible (for example, improper installation or maintenance, use for other than the intended purpose, operating errors or defects in the IT system used by the customer) are excluded.
- f.** In case of intent as well as in case of injury to life, body or health and in the scope of application of the Product Liability Act, each party shall be liable without limitation. The same shall apply in the absence of warranted characteristics.
- g.** In case of gross negligence of the legal representatives or executive employees, each party shall be liable without limitation. In the event of a grossly negligent breach of obligations by vicarious agents of a party, liability shall be limited to compensation for the foreseeable damage typical of the contract.
- h.** Each party shall be liable, limited to compensation for the foreseeable damage typical for the contract, for such damage that is based on a slightly negligent breach of essential obligations by the respective other party or a legal representative or vicarious agent of a party. Material obligations are obligations the fulfillment of which makes the proper performance of the contract possible in the first place and compliance with which the respective other party may rely on.
- i.** In the event of slight negligence, the liability of Magicline shall be limited to a maximum amount of EUR 100,000 per damage event.
- j.** If there is an unauthorized use of the interface for data exchange by one of the parties or if lawfully issued instructions are not followed, any liability of the parties shall lapse. The other party shall be free to prove that the unauthorized use and/or the failure to follow the instructions had no (adverse) effect.
- k.** The above provisions shall apply accordingly to claims of the Integration Partner for reimbursement of expenses incurred in vain.

12. Open API Security

- a.** Integration Partners are responsible for safeguarding the security of the Magicline Open API. Tokens, keys, passwords, or other login credentials for accessing the Open API must not be shared with third parties.

- b.** Industry-standard security measures must be implemented to prevent unauthorized access, including protection against viruses, worms, and other harmful software or materials.
- c.** Any content accessed through the Magicline Open API, including personal data where applicable, must be kept confidential and secured against unauthorized access. Organizational and technical safeguards must be used by the parties that meet industry standards and apply the same level of care as a party does for their own similar data.
- d.** When using the Open API for testing purposes, only anonymous test data should be used—personal or production data must not be included.
- e.** If Integration Partner identifies a security vulnerability in the Open API, this finding must be treated as strictly confidential, and Magicline must be informed immediately.
- f.** Integration Partners will not exceed or bypass Open API usage limitations, including rate limits, or use the Open API in a way that constitutes excessive or abusive behavior. Integration Partners shall avoid activities such as denial-of-service attacks or performance testing outside permissible limits and will not impersonate others or falsely represent an affiliation with another individual or organization.
- g.** Content added through the Open API must not be inappropriate (e.g., defamatory, obscene, abusive, or otherwise objectionable) or interfere with the Open API's operation or intended purpose, as outlined in the Open API documentation.

13. Miscellaneous

- a.** Amendments to these terms and conditions will be offered to the Integration Partner in writing or by means of electronic communication via the Developer Portal no later than two months before the proposed date of their entry into force. Integration Partners can either agree to or reject the changes before the proposed date of their entry into force. The Integration Partner's consent shall be deemed to have been granted if Integration Partner has not indicated his rejection in writing or by means of electronic communication by e-mail to apisupport@sportalliance.com before the proposed date of the changes taking effect. Magicline will specifically point out this approval effect to the Integration Partner in their offer. If the Integration Partner is offered amendments to these terms and conditions, they may terminate the agreement free of charge with immediate effect before the proposed date of entry into force of the amendments. Magicline will explicitly notify Integration Partner about this right of termination in the offer.
- b.** This Agreement and all disputes related thereto are exclusively governed by German law excluding UN Sales Law (United Nations Convention on Contracts for the International Sale of Goods, CISG).
- c.** Amendments, supplements or the termination of the contract as well as additional agreements must be made in writing. The written form also applies to an amendment of the written form requirement.
- d.** Exclusive jurisdiction for all disputes arising out of or in connection with the negotiation, conclusion, execution, termination or breach of the contract is Hamburg. If the district courts are factually responsible, the district court of Hamburg shall be called upon.

- e.** The place of performance for the obligations under the contract is the registered office of Magicline. This applies in particular to the customer's obligations to provide information, present documents and notify Magicline.
- f.** The non-exercise and/or the non-immediate exercise or assertion of a contractual or legal right of Magicline shall in no way be deemed a waiver of this right and shall not affect the possibility of later or further exercise and/or assertion of this right by Magicline.
- g.** These Terms constitute the entire agreement between the Integration Partner and Magicline regarding the use of the Portal. Should individual provisions of these terms and conditions be or become invalid and/or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties are obliged to replace the invalid and/or unenforceable provision with a provision that achieves the economic purpose of the invalid or unenforceable provision as closely as possible.