

BLENDR TERMS AND CONDITIONS

1. **Definitions.** The following definitions will apply:
 - 1.1. “**Agreement**” means (i) these Terms and Conditions including the attached Schedules and, (ii) the Principal Agreement. In case these Terms and Conditions conflict with the Principal Agreement, the latter will prevail.
 - 1.2. “**Blendr.io Solution**” means a cloud-based scalable Integration Platform developed by the Licensor as a Software solution aimed at the integration of marketing and sales applications and the automatization of workflows across multiple tools.
 - 1.3. “**Confidential Information**” has the meaning set forth in Section 11.
 - 1.4. “**Customer**” means the contracting party to Licensor under the Principal Agreement.
 - 1.5. “**Customer Data**” means (i) any content, data, information or material provided or submitted by the Customer (and/or any of its affiliates) or on its behalf to the Licensor in the course of utilizing the Service, (ii) any content, data, information or material that is collected or generated by the Service that result from queries made by the Customer, and (iii) any content, data, information or material provided or submitted by the End Customer in the course of utilizing the Service.
 - 1.6. “**Documentation**” means the user documentation associated with the Service to facilitate the use thereof, provided to the Customer by the Licensor in paper or electronic form.
 - 1.7. “**Effective Date**” means the date that both Parties have signed the Agreement or the date the Customer has accepted the terms and conditions of the Agreement by checking or clicking the appropriate dialog box.
 - 1.8. “**End Customer**” means each of the following, as the case may be: (i) the end customers of the Customer and their affiliates, advisors, representatives, officers, directors, employees, agents and consultants which may be serviced or processed through the Service by the Customer, (ii) the end customers of the Licensor which may be invited to use the Service upon referral of the Customer, and (iii) the Customer itself to the extent such Customer would benefit from the Service in the capacity of end user. Where the context so requires, any reference to ‘Customer’ in the Agreement shall be deemed to include, *mutatis mutandis*, a reference to ‘End Customer’.
 - 1.9. “**Fees**” has the meaning as set forth in Section 3.
 - 1.10. “**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights, (b) trademark or service mark rights, (c) trade secret rights, know-how, (d) patents, patent rights, and industrial property rights, (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered), and (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for,

maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;

1.11. “**Licensor**” means Blendr NV, incorporated under the laws of Belgium, with registered office at Grauwpoort 1, B-9000 Ghent, Belgium, and registered with the Crossroads Bank for Enterprises under number 0698.961.214.

1.12. “**Licensor Content**” means any Licensor-supplied text, audio, video, graphics, materials and other information and data available by means of the Service or on the Licensor’s web site, including but not limited to the Documentation.

1.13. “**Principle Agreement**” means the relevant *Partnership Agreement* or, as the case may be, the *Proposal* entered into between the Licensor and the Customer.

1.14. “**Service**” means the online service “**Blendr.io Platform**” as provided by the Licensor, as described in Schedule A and applicable user documentation on the Licensor’s web site.

1.15. “**Term**” means the term of the Agreement as specified in Section 13.

1.16. “**Third Party**” means any legal or natural person that is not an End Customer.

1.17. “**Virus**” means a virus, cancelbot, worm, logic bomb, Trojan horse or other harmful component of software or data.

2. License grant and related terms

2.1. License. Subject to the terms and conditions of the Agreement and timely payment of the Fees by the Customer, the Licensor hereby grants to the Customer a renewable, personal, restricted, non-exclusive, non-transferable, non-assignable license, without the right to sub-license, for the Term to access and use the Service, for the Customer’s business purposes for a total number of End Customers as specified in section ‘*Pricing*’ of the Principle Agreement.

End Customer license. In accordance with the conditions set forth in the Agreement and timely payment of the Fees by the Customer, the Licensor hereby grants to the End Customers a restricted, personal, non-exclusive, non-transferable, non-assignable license, without the right to sub-license, for the Term to have restricted access to the Service for the End Customer’s business purpose, whereby the Customer ensures and warrants to the Licensor that each End Customer will at least comply with the terms of the Agreement as if such End Customer would have been a ‘Customer’ and a ‘Party’. In case such End Customer would breach any term or condition of the Agreement, the Customer will be jointly and severally responsible with such End Customer towards the Licensor in accordance with the Agreement. The Customer acknowledges and agrees that the Licensor can only grant a license and shall only deliver access to those End Customers that have accepted terms and conditions that are at least of the same standard as the terms and conditions as set forth in the Agreement. The Licensor may, in its sole discretion, change, supplement or amend the terms of the Agreement which are specifically applicable to Customers and/or End Customers from time to time (a “**Modified Version**”), for any reason without any liability towards the Customer. The Licensor will notify the Customer of these changes via e-mail. These changes will enter into force fifteen (15) calendar days after written notice from the Licensor to the Customer, provided that in such event the Customer will have the right to terminate the

Agreement and the Agreement within this fifteen (15) calendar day period without the Licensor being entitled to a compensation.

The aforementioned licenses are granted as from the Effective Date.

The Licensor reserves the right to make, in its sole discretion, changes and updates to the functionality and/or documentation of the Service and/or the Licensor Content from time to time without prior notification to the Customer.

2.2. The Customer shall not have the right to (i) use the Service in whole or part for any other purpose, other than as provided in the Agreement or to make services available to Third Parties utilizing the Service, (ii) attempt to modify, decompile, disassemble, reverse engineer or attempt to reconstruct, translate, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Service by any means whatsoever, or disclose any of the foregoing, (iii) create derivate works based upon the Service or the Licensor Content, (iv) use the Service in any way that is unlawful, illegal, fraudulent or harmful, or (v) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.3. Number of End Customers. The Customer is initially authorized to permit use by the number of End Customers listed in the section ‘Pricing’ of the Principle Agreement. The Customer may add to the number of End Customers by contacting the Licensor customer support by email or phone or by utilizing applicable management features of the Service.

2.4. Software delivery. The Service shall be delivered as SaaS to the Customer via secure access to the Licensor’s cloud infrastructure.

2.5. User IDs. User IDs (e.g., logins) and passwords will be administered and governed by the Licensor’s then-current reasonable guidelines and procedures to be made available to Customer at such specific time.

The Customer is responsible for the confidentiality of that login and passwords and for the confidentiality of any other security-related information disclosed to the Customer and he shall be liable for any and all activities that occur with the use of its login and password. The Customer must notify the Licensor as soon as possible of any known or suspected unauthorized use of Customer's login or password and any other breach of security relevant to the Agreement or to the Licensor.

3. Fees and Payment terms

3.1. The Customer agrees to pay the fees as set forth in the Agreement (the “Fees”).

3.2. The Licensor will invoice as per the Principal Agreement for the use of the Service. All payment obligations are non-cancellable, and all amounts paid are non-refundable. All invoices for any charges under the Agreement are due and payable within 30 (thirty) days of invoice date. Amounts due are exclusive of all applicable taxes, levies, or duties, and the Customer will be solely responsible for payment of all such amounts. All amounts are payable in Euro. The Customer is not allowed to set-off invoices against any claim towards the Licensor. If an amount remains outstanding at the payment date, a late fee of 1% per month will automatically be due. If any amount remains unpaid at the payment date, the Licensor is also entitled to terminate the license as set forth in Section 13 of the Agreement,

and to discontinue access to the Service, until full payment (including payment of the interest) is received.

3.3. In the event the Customer disputes any portion of an invoice, the Customer shall notify the Licensor of such disputed amount and the basis for the Customer's dispute, together with any appropriate information supporting the Customer's position, within fourteen (14) days from the payment date (failure of which shall result in the invoice being deemed accepted), and the undisputed portion shall be paid as provided herein.

4. Ownership

4.1. The Licensor and its suppliers retain all Intellectual Property Rights, title and interest in and to the Service and/or the Licensor Content, including any and all related Intellectual Property Rights, and all modifications and derivative works thereto. All rights in and to the Service and the Licensor Content not expressly granted to the Customer in the Agreement are reserved by the Licensor. No license is granted to the Customer except as to use of the Service as expressly stated herein. The Licensor name, the Licensor logo, and the product names associated with the Service are trademarks of the Licensor or Third Parties, and they may not be used without the Licensor's prior written consent. As an exception, components of the Service and the Licensor Content which have been licensed to the Licensor under an open source license shall be owned by the originator and licensed to the Customer under the applicable open source license.

4.2. The Customer acknowledges that the Customer is not obtaining any Intellectual Property Right in or to any Licensor Content, other than the rights of use specifically granted in the Agreement. In particular, the Licensor Content shall be subject to the restrictions of use as set out in the Agreement, and cannot be modified, distributed or disclosed to third parties, nor can any copyright or other ownership notices on it be deleted or modified.

5. Customer Data

5.1. All Customer Data submitted by Customer to the Licensor will remain the sole and exclusive property of the Customer.

5.2. The Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. The Licensor will not use the Customer Data for any purpose other than to provide the Service to the Customer and for the reporting of user statistics.

5.3. The Customer will comply with all applicable laws regarding Customer Data, use of the Service and the Licensor Content, including but not limited to laws involving data protection law. Licensor reserves the right to terminate the Agreement for cause in case the Customer materially breaches the provisions of this Section 5.

5.4. Subject to the terms and conditions of the Agreement, the Customer grants to Licensor a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display the Customer Data to the extent useful or necessary to perform its obligations under the Agreement, in particular to provide and maintain the Services, and for no other purposes.

5.5. The Licensor reserves the right, but is not obliged, to review and remove, any Customer Data which are deemed to be in violation with (i) the provisions of the Agreement or otherwise inappropriate, (ii) any rights of Third Parties, or (iii) any applicable legislation or regulation.

5.6. The Customer shall in its sole discretion be entitled to cease any access to, remove, process and/or modify such Customer Data at all times as well as make such Customer Data at all times available to any End Customers in accordance with the provisions of the Agreement.

6. Documentation

6.1. The Customer is provided with the Documentation, and acknowledges that such information is sufficient for a normally skilled professional to properly use the Service.

6.2. The Customer will use such Documentation only to facilitate the (licensed) use of the Service under the Agreement, the Customer will not disclose any of the contents of such Documentation to any third party, and will not distribute any copy of any of such Documentation to any third party. This Documentation is copyrighted.

7. Data Protection

7.1. Section 7.2 only applies in the absence of the entry into by the Customer of a separate Data Processing Agreement. In case the Customer has entered into such Data Processing Agreement, the provisions of such Data Processing Agreement will prevail in case of a conflict with Section 7.2.

7.2. If the Licensor processes any personal data on the Customer's behalf when performing its obligations under the Agreement, the Parties record their intention that the Customer shall be the "data controller", respectively "data processor" and the Licensor shall be a "data processor", respectively "data sub-processor" and in any such case:

- the Customer acknowledges and agrees that the personal data may be transferred or stored in any country of the European Union (or outside of the European Union if so requested by Customer), in order to carry out the Licensor's obligations under the Agreement;
- the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Licensor so that the Licensor may lawfully use, process, store and transfer the personal data in accordance with the Agreement on the Customer's behalf;
- the Customer shall ensure that the relevant Third Parties have been informed of, and have signed the appropriate legal mechanisms to, such use, processing, storage and transfer as compliant with applicable data protection legislation and industry standards;
- the Licensor shall process the personal data in accordance with the terms of the Agreement and any lawful instructions reasonably given by the Customer from time to time;
- the Customer acknowledges and agrees that Customer's data shall be shared with Licensor's employees, representatives, officers, directors, agents, advisors, affiliates and

consultants who have a need to know such data for the purpose of providing technical support; and are bound by a confidentiality obligation prior to such disclosure;

- each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

8. Warranties and disclaimers

8.1. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY REPRESENTED OR WARRANTED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSOR CONTENT, THE DOCUMENTATION, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY LICENSOR ARE PROVIDED “AS IS,” AND LICENSOR DISCLAIMS ANY AND ALL OTHER PROMISES, CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, SYSTEM INTEGRATION AND/OR DATA ACCURACY. LICENSOR DOES NOT WARRANT THAT THE SERVICE OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY LICENSOR WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. NO WARRANTY IS MADE ON THE BASIS OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR TRADE USAGE.

8.2. The Licensor warrants during the Term of the Agreement that the Service will meet the applicable service level stated in Schedule B.

8.3. The Service may include gateways, links or other functionality that allows Customer to access Third Party services (“**Third Party Services**”) and/or Third Party content and materials (“**Third Party Materials**”). The Licensor does not supply and is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use. LICENSOR MAKES NO WARRANTY AS TO THIRD PARTY SERVICES OR THIRD-PARTY MATERIALS.

9. Liability

9.1. To the fullest extent permitted by law, the Licensor shall not be under any circumstances (unless in case of gross negligence, fraud or willful misconduct) liable to you or any other person for any loss of use, loss of production, loss of income or profits (anticipated or otherwise), loss of markets, economic loss, special, incidental, indirect or consequential loss or damage or exemplary or punitive damages, whether in contract, tort, negligence, strict liability, or under any other theory of law or equity, arising from, connected with, or relating to the use of the Services by you, even when the Licensor has been notified of the possibility of such loss or damages.

9.2. The Licensor will not in any case be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages or for loss of profits, revenue, or business, even if provider has been advised of the possibility thereof.

9.3. The Licensor will not be liable for loss of use of any website, internet access, hardware or software, costs of recreating lost data, damages to hardware or to software of the Customer or Third Parties, the cost of any substitute performance, equipment software, or system, claims by any party other than the Customer or damages consisting of claims made by third parties against the Customer. The Agreement defines a mutually agreed upon allocation of risk.

9.4. The Licensor will not be liable for loss of data other than loss of Customer Data (including, as a result of an action by a third party), provided that such loss of Customer Data is the consequence of any negligent action or failure to act by the Licensor, to the extent such action would have been commercially reasonable.

9.5. In any circumstances, the Licensor's aggregate liability arising from or relating to the Agreement or the Services and the Licensor Content, (regardless of the form of action or claim – e.g., contract, warranty, tort, malpractice, and/or otherwise), which cannot otherwise be excluded by law, will not exceed the amounts paid by the Customer to the Licensor for the License in the twelve (12) month period preceding the claim.

9.6. Without prejudice to the End Customers, as set forth in Section 2.1, under no circumstances shall any other person be considered a third-party beneficiary of the Agreement or shall any other person otherwise be entitled to any rights or remedies under the Agreement.

9.7. The Customer agrees to indemnify, defend and hold harmless the Licensor and each of its providers and all of their respective franchisees, partners, agents, directors, officers, employees, information providers, service providers, suppliers, subcontractors, licensors and licensees, and all other related, associated, or connected persons (hereinafter collectively the "**Indemnified Parties**") from and against any and all liabilities, expenses and costs, including without limitation reasonable legal fees and expenses, incurred by the Indemnified Parties in connection with any claim or demand arising out of, related to, or connected with such Customer's (or, for the avoidance of any doubt, its End Customers') use of the Services or breach of the Agreement.

10. Third Party claims

10.1. The Customer agrees to defend, indemnify, and hold harmless the Licensor (and its officers, directors, employees and agents) from and against any claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) by a Third Party which result from any Customer Data infringing the rights of any Third Party (including infringement of intellectual property).

10.2. The Licensor will defend, indemnify, and hold the Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable recovery expenses, as applicable) arising from any founded and well-substantiated claim, suit, action, or proceeding by a Third Party, arising from (i) the loss of Customer Data (including, as a result of an action by a third party), provided that such loss of Customer Data is the consequence of any negligent action or failure to act by the

Licensor, to the extent that such action would have been commercially reasonable, or (ii) the infringement of any Intellectual Property Rights by the Service or Licensor Content (other than that due to Customer Data), to the extent such well-substantiated claim, suit, action, or proceeding claims that the use of the Services as permitted in the Agreement constitutes an infringement or misappropriation by the Customer of a third party's intellectual property rights (each of sub (i) and (ii) hereafter referred to as a "Suit"), and to the extent such costs or damages (a) result from any final judgment or award directly resulting from such Suit, or (b) are agreed to by the Licensor in a monetary settlement of such Suit.

Such indemnity obligation shall be conditional upon the following: (i) the Licensor is given prompt written notice of any such claim, (ii) the Licensor is granted sole control of the defense and settlement of such a claim, (iii) upon the Licensor's request, the Customer fully cooperates with the Licensor in the defense and settlement of such a claim, at the Licensor's expense, and (iv) the Customer shall not make any admission as to the Licensor's liability in respect of such a claim, nor shall the Customer agree to any settlement in respect of such a claim without the Licensor's prior written consent.

In case of such an infringement claim, Licensor may, in its sole discretion, (i) procure a license that will protect Customer against such claim without cost to Customer, or (ii) replace the Service with a non-infringing Service, or (iii) if it deems such remedies not practicable, Licensor may terminate the Service and the Agreement without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the license fees prepaid for use of the Service not yet furnished as of the termination date. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

10.3. Notwithstanding the foregoing, the Licensor shall have no obligation under this section or otherwise with respect to any Intellectual Property Rights infringement claim that would not have arisen but for (w) any use of the Services not in accordance with the Agreement or as specified in the Documentation, (x) any use of the Services in combination with other products, equipment, software or data not supplied by the Licensor, or (y) any authorized modification of the Services by any third party.

10.4. The foregoing states the entire liability and obligation of the Licensor and the sole and exclusive remedy of the Customer with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Services or any part thereof.

11. Confidentiality

11.1. "**Confidential Information**" means non-public information, technical data or know-how of a Party and/or its affiliates, which is furnished to the other Party in written or tangible form in connection with the Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

11.2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving Party and not subject to a confidentiality obligation to the providing Party, (ii) independently developed by the receiving Party, (iii) publicly disclosed through no fault of the receiving Party, (iv) rightfully received by the receiving Party from a Third Party that is not under any obligation to keep

such information confidential, (v) approved for release by written agreement with the disclosing Party, or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving Party will promptly inform the providing Party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

11.3. Neither Party will use the other Party's Confidential Information except as reasonably required for the performance of the Agreement. Each Party will hold in confidence the other Party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each Party agrees not to disclose the other Party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such Party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one year after the termination or expiration of the Agreement.

11.4. Upon termination or expiration of the Agreement, except as otherwise agreed in writing or otherwise stated in the Agreement, each Party will, upon the request of the disclosing Party, either: (i) return all of such Confidential Information of the disclosing Party and all copies thereof in the receiving Party's possession or control to the disclosing Party, or (ii) destroy all Confidential Information and all copies thereof in the receiving Party's possession or control. The receiving Party will then, at the request of the disclosing Party, certify in writing that no copies have been retained by the receiving Party, its employees or agents.

11.5. In case a Party receives legal process that demands or requires disclosure of the disclosing Party's Confidential Information, such Party will give prompt notice to the disclosing Party, if legally permissible, to enable the disclosing Party to challenge such demand.

12. Non-competition

The Customer agrees not to market a solution that could compete with the Blendr.io Solution. This obligation shall last for a term of five (5) years in the European Union, the United Kingdom and the United States of America, starting as of the Effective Date.

13. Term and Termination

13.1. The initial term of the Agreement ("**Initial Term**") will begin on the Effective Date and will end one year later. The Agreement will automatically renew for successive one-year periods (each a "**Renewal Term**") beginning at the end of the Initial Term, respectively Renewal Term, unless either Party provides notice of termination one (1) month before the end of the Initial Term, respectively current Renewal Term, as applicable.

13.2. The Licensor may immediately terminate the Agreement (or alternatively, in its sole discretion, suspend the access to the Service and/or Licensor Content) due to material breach on giving written notice in the event the Customer breaches the terms of use of the Service as set out in Section 2 or infringes the Licensor's Intellectual Property Rights.

13.3. Either Party may terminate the Agreement by written notice to the other Party if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) calendar days from receipt of a default notice.

13.4. Either Party may terminate the Agreement by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

13.5. Upon termination of the Agreement for whatever reason (i) the Customer shall promptly pay the Licensor all Fees and other amounts earned by or due to Licensor pursuant to this Agreement, up to and including the date of termination, (ii) all user rights granted to the Customer pursuant to this Agreement, including the rights to use the Service as per Section 2, shall automatically terminate immediately, and (iii) the Licensor shall sanitize and destroy all relevant Customer Data related to the relevant Customer, within thirty (30) calendar days upon termination of the Agreement in a secure way that ensures that all Customer Data is deleted and unrecoverable. Customer Data that needs to be kept to comply with relevant legal and regulatory retention requirements may be kept by the Licensor beyond expiry of the period of thirty (30) calendar days as long as required by such laws or regulations. Termination of the Agreement on whatever ground shall be without prejudice to any right or remedy that has accrued prior to the actual termination.

13.6. The provisions of the Agreement that are expressly or implicitly intended to survive termination shall survive any expiration or termination of this Agreement.

13.7. If the Licensor becomes aware or suspects, in its sole discretion, any violation by the Customer of the Agreement or any other instructions, guidelines or policies issued by the Licensor, then the Licensor may suspend, limit the Customer's access to the Services or terminate the Customer's access right without any liability to the Customer. The duration of any suspension by the Licensor will be until the Customer has cured the breach which caused such suspension or limitation.

14. Miscellaneous

14.1. *Applicable law and Jurisdiction.* The Agreement will be interpreted fairly in accordance with its terms, without any strict construction in favor of or against either Party and in accordance with Belgian law, without giving effect to any laws of conflict. The courts of Ghent will have exclusive jurisdiction over any dispute or controversy arising from or relating to the Agreement or its subject matter.

14.2. *Severability.* If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

14.3. *No Agency.* No joint venture, partnership, employment, or agency relationship exists between the Customer and the Licensor as a result of the Agreement or use of the Service.

14.4. *No Waiver.* The failure of a Party to enforce any right or provision in the Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.

14.5. *Force Majeure.* Except for the payment by the Customer, if the performance of the Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such Party, that Party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

14.6. *Assignment.* The Agreement may not be assigned by the Customer without the prior written approval of Licensor but may be assigned by the Licensor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of the Licensor's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. The Agreement may be enforced by and is binding on permitted successors and assigns.

14.7. *Notice.* Each Party must deliver all notices or other communications required or permitted under the Agreement in writing to the other Party at the address listed on the first page of the Agreement by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

The Licensor may also provide all communications and notices to the Customer electronically by posting them on the Licensor's website or by sending an e-mail to the e-mail address the Customer has provided to the Licensor when registering on the Licensor's website. Every Customer is advised to return to the Licensor's website periodically to ensure familiarity with the most current version of this Agreement.

14.8. *Entire Agreement.* The Agreement, together with any applicable Schedule(s) and Appendix(es), comprises the entire agreement between Customer and Licensor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of the Agreement will be binding unless in writing and signed by an authorized representative of each Party.

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Schedule A: Service Description

Blendr has developed a cloud-based Software-as-a-Service platform that enables API integrations between cloud-based applications for sales, marketing and the event organizing industry (“**Blendr.io**”).

Blendr.io currently connects to more than 200 cloud applications using their API endpoints (“**Connectors**”). Blendr.io offers Connectors to CRM software, marketing automation, event ticketing systems, event registration systems etc.

The integration between two or more applications is implemented by building a workflow (a “**Blend**” or “**Workflow**”). Blends consist of blocks that represent API endpoints of the Connectors. A Blend uses two or more Connectors to read data from one platform and send the data to another platform. Field mappings are used inside the Blend to map outputs of one block to inputs of another block. Blends can have business logic, conditions, field mappings, value mappings, custom scripts, loops etc. Blends can be executed manually for one-time runs, they can be scheduled to run e.g. every 30 seconds, every hour, every day (or any other schedule) and they can be triggered using webhooks. Blends can process data incrementally on each run for data synchronizations.

Blends are created, tested and maintained in a visual environment, the “**Blend Editor**”.

Blends can be turned into a “**Template**”. Templates can be activated by/for a customer . Blendr.io bundles all templates for a Partner in an online overview, the “**Partner Hub**” or “**Market Place**”.

Schedule B: Service Level Agreement

1. **Introduction.** This Schedule B to the Agreement describes the support, service levels and Remedial Maintenance to be provided to the Customer by the Licensor pursuant to the Agreement. This Schedule B is subject to the provisions of the Agreement which are incorporated herein by reference. In the event of a conflict between the Agreement and any provision of this Schedule B, the latter shall govern.

2. **Definitions.** Capitalized terms used in this Schedule B and not separately defined in this Schedule B, shall have the respective meanings ascribed to such terms in the Agreement. As used in this Schedule B, the following terms shall have the following meaning:

“**Current Version**” means the version of the Services licensed to the Customer.

“**Days of Coverage**” means Monday through Friday.

“**Error**” means a defect in the Service. Errors may be categorized by the Licensor as Incidents or Problems.

“**General Support**” means any work performed under this Schedule B that is not defined as Remedial Maintenance under Schedule B below and as such is out of scope of Remedial Maintenance.

“**Hours of Coverage**” means from 9:00 AM to 6:00 PM CET during the Days of Coverage.

“**Incidents**” means, in general, each report, question, request, complaint or observation about the Service, within the scope of the Agreement, in particular, each production call raised in the Blendr.io Helpdesk about perceived incorrect behavior of the Service or the Service infrastructure.

“**Priority Level**” means the level assigned to a reported Error based on the description of the Error as set forth in Section 4 of this Schedule B.

“**Problems**” means a cause of one or more Incidents. The cause is not usually known at the time a call is recorded, and the problem management process is responsible for further investigation and rectification.

“**Resolution Time**” means the target resolution time associated with a Priority Level as set forth in Section 4 of this Schedule B.

“**Response Time**” means the target response time associated with a Priority Level as set forth in Section 4 of this Schedule B.

“**Remedial Maintenance**” means the services described in Section 4 of this Schedule B that the Licensor will, upon timely payment of the Fees by the Customer, provide to the Customer pursuant to this Schedule B.

“**Support Services**” means Remedial Maintenance and General Support.

“**Term**” means an initial period of one year (“**Initial term**”) and yearly periods (“**renewal term**”) thereafter in case the agreement is renewed.

“**Working Day**” means Day of Coverage.

“**Working Hour**” means Hour of Coverage.

3. **Updates.** During the Term and subject to the timely payment of the Fees by the Customer, the Licensor may, in its sole discretion, provide new releases or new versions of the Service constituting a compendium of enhancements to the Service (“**Updates**”). Updates will be deemed to be part of the Service under this Agreement. For the avoidance of doubt, the Licensor is not obligated to provide any Updates to the licensed Service, and the Customer acknowledges that it will only have access to the latest version of the Service.

4. **Remedial Maintenance and General Support**

- a) Provided the Customer has timely paid the Fees due, the Licensor shall, during the Term, provide the Remedial Maintenance described in this Section 4 to the Customer. Such Remedial Maintenance shall be available to the Customer during the Hours of Coverage, and shall only be provided with respect to the Service (including the Documentation). The Licensor shall only be obligated to provide Remedial Maintenance in respect of the Current Version of the Service.
- b) Provided the Customer provides the Licensor with the required access and assistance in a timely fashion in accordance with its obligations set out herein (including under Section 5 of this Schedule B), the Licensor shall use its reasonable efforts to investigate and rectify an Error reported to the Licensor by the Customer hereunder in accordance with the applicable Priority Levels, Response Times and Resolution Times set forth below, provided that (i) such Response Times and Resolution Times shall apply only for as long as the Customer is using the Service in connection with the Documentation, (ii) the Licensor shall have no obligation to rectify an Error not caused by the Service, (iii) the Error can be reproduced, (iv) the Priority Levels, Response Times and Resolution Times set forth below apply only to bug fixes and all non-bug fix related work shall be deemed not to have a Priority Level assigned to it, and (v) any support activity which is not related to a defined Error (*e.g.*, without being limitative, a suggestion or enquiry) shall also be deemed not to have a Priority Level assigned to it.

As regards Response Times and Resolution Times, this Schedule B distinguishes between Incidents and Problems (cause of Incidents).

Priority, Target Response Time, Target Resolution Time for Incidents and Problems¹:

Priority Level	Target Response Time (in Working Hours)	Target Resolution Time (in Working Hours or Working Days)	Feedback	Target Resolution Time for underlying Problem (Final Solution, in Working Days)
1 - Urgent	4h	8h	Hourly	6d
2 – High	8h	2d	Daily	12d
3 - Medium	2d	5d	Daily	24d
4 – Low	5d	10d		48d

Definition of Final Solution:

- Answer to question is provided; or
- Product fix is provided; or
- Satisfactory workaround is provided; and
- Fix incorporated into future release (but not necessarily within the target resolution time); and
- Fix or workaround incorporated into knowledge base (but not necessarily within the target resolution time).

Definition of Priority Level:

Level	Description
1 - Urgent	Total Service application system unavailable
	Major Service business function unavailable causing critical impact to business operations
	Critical performance degradation to all users
2 – High	Significant parts of Service unavailable
	Some Service functions unavailable causing significant impact to some business operations
	Significant performance degradation to all users
3 - Medium	Non-critical part of Service unavailable
	Some Service functions unavailable causing insignificant impact to business operations
	Work-around is available
4 – Low	Non-critical problem
	Work-around is available

¹ Actual Response Times and Resolution Times are dependent on the level of access and assistance provided by the Customer and shall be calculated from the moment the Licensor is provided with (i) as regards Response Times, the necessary diagnostic information, (ii) as regards Resolution Times, where access to the Customer’s systems is required, the necessary access to the Customer’s systems and the necessary diagnostic information, and (iii) telephone confirmation as regards Priority Level 1 and 2 Errors, until such time that the Licensor delivers a work-around or permanent fix to the Customer, as applicable.

	Insignificant performance degradation
	Minor inconvenience
	Minor problem
	Problem of presentation or documentation error
(non-bug)	Changed specification
	Enquiry
	Suggestion
	Request for Change
	Impact Analysis

General Support

Any service that is performed under this Schedule B by the Licensor but which is not listed under Section 4 (a) through 4 (b), shall be considered as ‘out of scope services’ (*i.e.*, not included in the Remedial Maintenance but part of the General Support) and shall be charged to the Customer on a time and material basis at the Licensor’s then current applicable rates or such other rates as may be agreed between the Parties. General Support includes (non-exhaustive list):

- i. advice on how to use, configure or administer the Service;
- ii. advice on how to rectify problems in areas other than the Service (such as but not limited to the modifications and/or enhancements made to the Service) which have led to the Service being unable to be used;
- iii. changed specification, request for change, and impact analysis;
- iv. the provision, upon Customer’s request, of documentation relating to the work performed by the Licensor in respect of General Support;
- v. advice on how to rectify Errors that are attributable to (i) accidents, misuse, negligence or failure of the Customer to follow instructions for proper use of the Service, (iv) improper configuration of the Service other than an improper configuration performed in accordance with the Licensor’s specifications.

5. Customer Obligations and dependencies.

During the Term, the Customer shall (i) ensure that the environment in which the Service runs conforms to the equipment set out in the Documentation, (ii) make all reasonable efforts to determine whether an Error is an error in the Service or is due wholly or partly to the use of the Service in a manner for which it was not designed, (iii) provide the Licensor with all relevant information when reporting an Error, including, without limitation, the name of the person reporting the Error, the date of the Error and a description of the Error and such other diagnostic information as may be agreed between the Parties, (iv) provide all reasonable assistance to the Licensor necessary to reproduce and demonstrate any Error, (v) supply the Licensor with all documentation, test cases, sample data and anything else reasonably required by the Licensor to investigate and rectify the reported Error, (vi) notify the Licensor as soon as possible after the occurrence of any Error that the Customer requires Remedial Maintenance in accordance with what is set out in Section 7.2 hereof, and (vii) timely pay all Fees due to the Licensor hereunder as per the terms of the Agreement.

6. Specific tasks performed by the Licensor.

Provided the Customer has timely paid all relevant Fees, the Licensor shall, during the Term, provide the tasks described in this Section 6 to the Customer. Such tasks shall be available to the Customer during the Hours of Coverage, and shall only be provided with respect to the Service (including the Documentation). The Licensor shall only be obligated to provide the tasks in respect of the Current Version of the Service.

Provided the Customer provides the Licensor with the required access and assistance in a timely fashion in accordance with its obligations set out herein (including under Section 5 of this Schedule B), the Licensor shall use its reasonable efforts to complete the tasks as set forth below in accordance with the applicable Target Resolution Times set forth below, provided that such Resolution Times shall apply only for as long as the Customer is using the Service in connection with the Documentation.

Tasks	Target Resolution Time
The addition of a new Connector (as defined in Schedule A)	10 Working Days, provided API documentation, access and test account are available to the Licensor and provided the Connector is to a public API of a cloud application in one of the categories supported by Licensor as defined on the Licensor integrations web page.
The addition of a new Endpoint to a Connector	5 Working Days

7. Procedure for requesting Support Services

7.1 The Customer shall appoint one or more representatives that are authorised to request Remedial Maintenance and/or General Support. The Customer may replace its authorized representative from time to time by prior written notice to the Licensor (including by email to the designated email address). Whenever the Customer requires the Licensor to perform either Remedial Maintenance or General Support pursuant to the provisions of this Schedule B, the Customer shall submit a request by means of its authorised representative.

7.2 The service desk may be contacted directly by email, telephone or online. The Licensor shall provide contact details for the service desk to the Customer and shall notify the Customer of any changes to those contact details. If available, the Customer shall use the Licensor's incident reporting tool when reporting Errors to the service desk, providing the necessary diagnostic information, provided that any Priority Level 1 and 2 Errors reported through the Licensor's incident reporting tool must promptly be confirmed by telephone. As long as Priority Level 1 and 2 Errors are not confirmed by telephone, such Errors shall be deemed Priority Level 3 Errors. In the event the Licensor's incident reporting tool is unavailable, the Customer shall provide the Licensor with an electronic Error report by email, which, provided it contains the required diagnostic information, shall be treated by the Licensor as if it had been provided via the incident reporting tool. While the Support Services cover the Hours of Coverage during the Days of Coverage, different support arrangements (e.g., on call support) may apply in respect of support outside of the 9AM to 6PM CET time frame and on weekends and Belgian bank holidays.

7.3 The service desk contact details are as follows (as may be updated from time to time by the Licensor):

Helpdesk Portal : <https://support.blendr.io>
Email² : support@blendr.io

8. Service levels

Service/Activity	Service Level	Service Level Credit
Availability of the Service	The Service will be available and operational 99.80% of the time each month, not including scheduled downtime. Scheduled downtime shall be for regular maintenance and upgrades and will be communicated with at least 24 hours of notice. Any downtime that might require more than 2 hours will be scheduled at least 7 days in advance.	5% of the recurring monthly fee for the Subscription Services for the month of the failure.
Resolution of High or Urgent Problems	Failure to comply with the requirements for resolution of High or Urgent Problems in a month.	5% of the recurring monthly fee for the Subscription Services for the month of the failure.

9. Effect of Termination.

Upon termination of the Agreement for whatever reason, the Licensor shall be entitled to promptly cease to provide all Remedial Maintenance and General Support to the Customer.

² Email to be used only when the helpdesk portal is unavailable.