

COMPANY END USER LICENSE AGREEMENT

COMPANY's Software is developed by uMarketingSolutions B.V., a Dutch corporation (KvK 77492218), with its head office at Willemsplein 46, 6811 KD, Arnhem, The Netherlands ("uMarketingSolutions"). uMarketingSolutions grants the Customer a License to use the Software on the following conditions. Capitalized terms used in this License Agreement have the meaning assigned to them in Clause 1.

Clause 1. Definitions

- 1.1. Applicable Law: all applicable laws, orders, regulations and other acts of all governmental authorities, foreign or domestic, having jurisdiction over this License Agreement or the activities thereunder.
- 1.2. Customer: the customer of uMarketingSolutions, including their Users.
- 1.3. Documentation: the user documentation regarding the Software as provided by uMarketingSolutions or as published on the website of uMarketingSolutions.
- 1.4. Error: the situation where the Software does not conform to the Documentation.
- 1.5. IP Rights: all rights of intellectual property, such as but not limited to copyrights, database rights, trademark rights, know-how, patent rights.
- 1.6. License: the right to use the Software, subject to the terms and conditions in the License Agreement.
- 1.7. License Agreement: this end user license agreement that every Customer has to accept, pertaining the conditions for use of the Software.
- 1.8. Security Vulnerability: an unintended flaw in software code or a system that leaves it open to the potential for exploitation in the form of unauthorized access or malicious behaviour such as viruses, worms, Trojan horses and other forms of malware.
- 1.9. Support: support for Customers, which entails providing answers to such Customers concerning questions regarding the use and functionality of the Software via our.umbraco.com.
- 1.10. Software: any product developed by uMarketingSolutions (or an uMarketingSolutions Partner), including Updates and/or Upgrades and user documentation.
- 1.11. Umbraco CMS: the Umbraco CMS software which can be downloaded on <https://umbraco.com/products/umbraco-cms/>
- 1.12. Update: an improved version of the Software (for example version 0.1 to 0.2) in which a possible Error has been resolved.
- 1.13. Upgrade: a new version of the Software (for example version 1.0 to 2.0), which contains a change in functionality or new functions of the Software.
- 1.14. User: an end user of the Software.

Clause 2. Grant of License

- 2.1. Subject to the timely and full payment of the applicable fees, uMarketingSolutions hereby grants the Customer a non-exclusive, non-sublicensable and non-transferrable License to use the Software on condition that he or she fully complies with this License Agreement. uMarketingSolutions reserves all right, title and interest in and to the Software under all applicable laws and jurisdictions.

Clause 3. License Conditions

- 3.1. The Customer may only use the Software (if applicable, in its own company or organisation) for the number of Licenses purchased. Customer can acquire additional licenses by submitting a request to uMarketingSolutions.
- 3.2. uMarketingSolutions has the right to generate and audit Customer data traffic from and to its website www.umarketingsuite.com in order to establish whether the used Licenses are valid. Customer agrees not to interrupt or falsify this data traffic.
- 3.3. The Customer will only use the Software for lawful purposes and in accordance with the Applicable Law.
- 3.4. The Customer may not distribute, sell, copy, transfer or in any other way lose control over the Software, unless expressly allowed by law.
- 3.5. The Customer is entitled to make one (1) back-up copy of the Software. The use of the back-up copy is subject to the terms and conditions of the License Agreement. A back-up copy must have the same copyright designations as are present on the original version.

- 3.6. The Customer is not entitled to make any changes to the Software or parts thereof, unless the Software itself provides the functionality to do so. Customer furthermore is not allowed to reverse engineer or decompile the Software or parts thereof, except for those circumstances that are allowed under mandatory copyright law and under the condition that Customer has obtained prior written approval of uMarketingSolutions to do so. uMarketingSolutions is entitled to attach conditions to such approval.
- 3.7. Customer guarantees that he will act as a careful Customer. Customer agrees not to:
- a. copy the source code or the Software;
 - b. exploit Security Vulnerabilities, including, but not limited to, exploiting any Security Vulnerabilities in the Software of third parties;
 - c. tamper with or hack the Software, circumvent any security measures of the Software or attempt to gain unauthorized access to the Software (or any portion thereof) or data;
 - d. modify or disable the Software or use the Software in any manner that interferes with or disrupts the integrity or performance of the Software or related systems or data;
 - e. access or search the Software by any means other than the available interfaces;
 - f. use the Software to generate or send unsolicited communications, advertising or spam, or otherwise cause uMarketingSolutions to become impaired in its ability to send communications on its own or on its customers' behalf (e.g., by causing uMarketingSolutions to become registered on any Email DNS blacklist or otherwise be denied Software by any other third party communications service provider);
 - g. use the Software to violate the privacy of others, or to collect or gather other Customers personal information (including account information) from our Software;
 - h. submit (or post, upload, share or otherwise provide) data, content or other information that (i) infringes uMarketingSolutions or a third party's intellectual property, privacy or other rights (including confidential or personal information Customer is not authorized to disclose); (ii) is deceptive, fraudulent, illegal, obscene, defamatory, libellous, threatening, harmful to minors, pornographic, indecent, harassing, hateful, religiously, racially or ethnically offensive, that encourages illegal or tortious conduct or that is otherwise inappropriate in uMarketingSolutions discretion; (iii) contains viruses, bots, worms, scripting exploits or other similar materials; or (iv) could otherwise cause damage to uMarketingSolutions or any third party;
 - i. post any complaint online (on any social media platform or any other website) without first reporting this complaint to uMarketingSolutions and granting uMarketingSolutions a reasonable period of time to respond to the complaint;
 - j. permit or encourage anyone else to commit any of the actions above.
- 3.8. Customer shall report any Security Vulnerability to Company as soon as Customer discovers such a Security Vulnerability, or in any case at least within 72 hours.
- 3.9. Without affecting any other remedies available to uMarketingSolutions, uMarketingSolutions may permanently or temporarily terminate or suspend Customers' access to the Software without notice or liability if uMarketingSolutions (in its sole discretion) determines that Customer has breached clause 3 of this License Agreement.

Clause 4. Price and Payment

- 4.1. In return for the use of the Software Customer is obliged to pay the license fee as specified by uMarketingSolutions, usually on the website www.umarketingsuite.com.
- 4.2. uMarketingSolutions has the right to make interim adjustments to the agreed rates and to its license fees on reasonable grounds. uMarketingSolutions shall notify the Customer of this interim change no later than three months before the commencement date. In case Customer does not accept the interim adjustment, Customer shall have the right to terminate this License Agreement in accordance with article 8.2.
- 4.3. uMarketingSolutions has the right to suspend the usage rights of Customer (as specified in Clause 2 of this License Agreement) in case uMarketingSolutions does not pay the periodically due license fee. uMarketingSolutions will revive Customers usage rights in case Customer pays all periodically due license fees.

- 4.4. All amounts due under this License Agreement may not be withheld or offset by Customer against amounts owed by uMarketingSolutions for any reason. All fees payable to uMarketingSolutions hereunder are non-refundable unless otherwise agreed to in writing between the parties.
- 4.5. All prices mentioned on the website www.umarketingsuite.com or otherwise are exclusive of turnover tax (VAT) and other levies imposed by the government.

Clause 5. Maintenance and Updates/Upgrades and Support

- 5.1. uMarketingSolutions will exclusively maintain only the latest, i.e. current, version of the Software to the best of its abilities and will do its utmost to repair any Errors and provide Updates.
- 5.2. The Customer shall not be under any obligation, but it is explicitly recommended, to install all Updates or have them installed. uMarketingSolutions explicitly states that the Software may work only with the latest, i.e. current, version of the Software. This means that any failure to install Updates may lead to a loss of some, or the absence of all, functionality in the Software.
- 5.3. uMarketingSolutions shall offer Support. Such Support is only offered for the latest version of the Software.
- 5.4. Although the uMarketingSolutions will do its utmost to solve any issues, Support is offered “as is” and without any guarantees. The uMarketingSolutions cannot guarantee that any responses given will be correct nor timely.
- 5.5. uMarketingSolutions and Customer can conclude a support agreement. In that case, and by way of derogation from article 5.3. support and maintenance will be provided in accordance with the provisions of the support agreement.

Clause 6. Intellectual property and indemnification

- 6.1. All IP Rights to the Software and Documentation are held solely by uMarketingSolutions, its licensors or its suppliers. The Customer shall only acquire the rights of use expressly granted in this License Agreement and subject to the terms and conditions as stated in this License Agreement.
- 6.2. The Customer shall not be allowed to remove or modify any designation concerning copyrights, trademarks, business names or other intellectual or industrial property rights from the Software or Documentation. The Customer is not allowed to remove or evade technical measures to protect the Software or with a view to agreed restrictions regarding the License.
- 6.3. uMarketingSolutions shall be allowed to take technical measures to protect the Software or with a view to agreed restrictions regarding the License. The Customer is not allowed to remove or evade such technical measures
- 6.4. If it has been established in court as an incontrovertible fact that the Software, Documentation or other materials developed by uMarketingSolutions and provided to Customer infringe any intellectual property right held by a third party, uMarketingSolutions shall – at its sole discretion – (a) change the Software to the extent that it does not infringe such third party rights, (b) provide different software to Customer with similar functionality that does not infringe such third party rights, (c) at its expense acquire a license from such third party in order for the Customer to continue using the Software, (d) or provide any other reasonable solution to Customer. Any further liability of uMarketingSolutions with respect to infringement of third party rights is excluded.

Clause 7. Storage and processing of personal data

- 7.1. Use of the Software entails the processing of personal data by the Customer. Customer is the controller in this regard, meaning that the Customer is responsible for ensuring that personal data is processed in accordance with the applicable privacy legislation. The processing of personal data by Customer does not include the storage of such data on uMarketingSolutions servers. uMarketingSolutions has no access to any personal data and does not qualify as processor in this regard.
- 7.2. uMarketingSolutions has the right to obtain anonymized data from the Software. This data shall not include personal data.

Clause 8. Term and termination

- 8.1. The term of the License is equal to the term indicated on the website www.umarketingsuite.com at the time of purchase; if no such term is indicated, the valid term of use for the Customer will be the period for which the applicable (license) fees have been paid by the Customer. The term of the License will be automatically renewed with one month with each payment of applicable (license) fees by the Customer.

- 8.2 Both parties can terminate the License Agreement by written notice or as specified on www.umarketingsuite.com, taking into account a notice period of one (1) month.
- 8.3 If the Customer does not comply with the conditions imposed by uMarketingSolutions (for example, this License Agreement or additional conditions imposed by uMarketingSolutions) then the use of the Software by Customer may be (temporarily) suspended or terminated by uMarketingSolutions. In no event will uMarketingSolutions be obliged to pay any refund, compensation or damages to the Customer.
- 8.4 If applicable, upon termination of the License Agreement – on any grounds and for any reason whatsoever – all rights granted to the Customer under this License Agreement will automatically cease to have effect and the Customer will no longer be authorised to use the Software.

Clause 9. Liability

- 9.1 Notwithstanding other (legal) conditions concerning uMarketingSolutions liability, uMarketingSolutions total liability due to an attributable failure in the performance of this License Agreement or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the Customer, shall be limited to compensating direct damage, up to at most the license fee(s) paid by Customer for the License(s) (exclusive of VAT) in one calendar year. Direct damage solely entails:
- i. reasonable expenses which the Customer would have to incur to make uMarketingSolutions performance conform to the License Agreement. This alternative damage shall not be compensated, however, if the License Agreement is rescinded by the Customer;
 - ii. reasonable expenses incurred to prevent or mitigate damage, insofar as the Customer demonstrates that these expenses resulted in mitigation of direct damage within the meaning of this License Agreement.
- 9.2 uMarketingSolutions liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by the Customer's customers, mutilation or loss of data and all other forms of damage or injury not mentioned in the preceding paragraph, is excluded.
- 9.3 For any right to damages to exist, the Customer must always report the damage or injury to uMarketingSolutions in writing as soon as possible after it occurs. Any claim for damages shall be extinguished by the mere lapse of twelve (12) months after the claim arises.

Clause 10. Warranty

- 10.1 uMarketingSolutions warrants that the Software is compatible with the two latest minor versions of Umbraco CMS as specified in the Documentation. This means that the Software may not function if Customer uses another version of Umbraco CMS than the two latest minor versions of Umbraco CMS.
- 10.2 Without prejudice to article 10.1 of this License Agreement, the Software, including Updates and Upgrades, are provided to Customer "as is". uMarketingSolutions does not warrant that the Software, including Updates and Upgrades, shall operate without interruption, will be error-free or that it is fit for any particular purpose, or that errors or other defects shall be corrected in Updates and/or Upgrades.

Clause 11. Miscellaneous

- 11.1 If any provision of the License Agreement shall be found to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the other provisions of the License Agreement and all provisions not effected by such invalidity or unenforceability shall remain in full force and effect.
- 11.2 The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 11.3 This License Agreement constitutes the entire agreement between the parties. Additions or changes to this License Agreement shall only be binding on the parties if they have been agreed upon in writing.
- 11.4 Customer shall not assign or purport to assign or transfer any of its rights or obligations under this License Agreement, without prior written consent of uMarketingSolutions. uMarketingSolutions is entitled to assign or purport to assign or transfer its rights and obligations under this License Agreement to any third party. Customer agrees (now for then) to such assignment or transfer by

uMarketingSolutions and will provide all necessary cooperation to uMarketingSolutions with respect thereto.

Clause 12. Applicable law and jurisdiction

- 12.1 This License Agreement is governed exclusively by the laws of the Netherlands. The Vienna Sales Convention of 1980 does not apply.
- 12.2 Any dispute between the parties arising from this License Agreement or in connection with further agreements that might result there from, shall be resolved by
- a. for Customers residing or vested in the European Union: the competent court in Arnhem, the Netherlands.
 - b. for Customers outside the European Union: under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.