



Third Party Products Policy

We may modify this Third Party Products Policy at any time by posting a revised version on Showpad's Site. By using the Showpad SaaS Solution, You agree to the latest version of this Third Party Products Policy.

1. SCOPE

This Third Party Products Policy (the "Policy") is offered by Showpad, and applies in all circumstances where You (as being the administrator/licensee for the Showpad content enablement SaaS solution (the "Licensed Product")) ("You" / "Your") have requested and/or activated certain "Third Party Products" (i.e. such third party product or service which enhance, or add functionality to, the Licensed Product, and/or provide additional or increased customer experience, including such products or services which are interacting with the Licensed Product through the public API of the Licensed Product) for Your electronic data or other electronic information, belonging to You or under Your control, as submitted by You or Your Authorised Users for processing by the Licensed Product ("Customer Data").

2. ACKNOWLEDGEMENT

You acknowledge and accept that:

- i) You have done Your own assessment as to Your need for the Third Party Product in question and that You use it at Your own risk;
- ii) To the extent use of the Licensed Product requires use of any Third Party Products or services (e.g., Microsoft Dynamics, Salesforce.com, Adobe Acrobat, web browser, ...) such products and services may require You to agree to separate legal terms and commercial conditions with such third party. Any such Third Party Products and services, and any terms associated therewith, are solely between You and the relevant third party. Except where explicitly otherwise agreed upon, Showpad does not support, or endorse or make any representations or warranties regarding, any such Third Party Products or services, and in no event will Showpad have any liability whatsoever in connection therewith;
- iii) The Third Party Product may contain certain features that require access to Your Customer Data in order to allow (automatic) processing of the Customer Data on the Licensed Product through the Third Party Product;
- iv) Such Third Party Products may, or allow other parties to, scan, analyze, gather, process, and/or use any technical data, analytical data, functional data and/or metadata, related to, or resulting from (the processing of) the Customer Data and/or the usage made thereof (the "Functional Data") for any reason such third party sees fit;
- v) To the extent such Third Party Product is processing Personally identifiable information ("PII"), such processing is subject to the Privacy Policy of the Third Party in question;
- vi) The Third Party Product may not provide for a level of security which is providing for at least the same level of security/confidentiality as Showpad offers on its Licensed Product;
- vii) Links to such websites or resources of the Third Party do not imply any endorsement by Showpad of such websites or resources or the content, products, or services available from such websites or resources, nor provide for any endorsement or responsibilities in respect of the availability or accuracy of such websites or resources; or the content, products, or services on or available from such websites or resources.
- viii) Showpad has given You sufficient information in order for You to make a well-informed assessment in respect of the above statements.

3. WARRANTY

- 3.1 The only warranty Showpad provides towards You in respect of the Third Party Product is that Showpad warrants having in place and/or maintaining a documented public API to the Licensed Product which may allow Third Party Products – to the extent required by such Third Party Product - to interact with the Licensed Product through the public API, in line with such generally accepted, reasonable and applicable knowledge, techniques, practices, technology and/or methodologies.
- 3.2 Except as stated under 3.1 above, SHOWPAD DOES NOT PROVIDE FOR OR MAKES ANY WARRANTY WHATSOEVER UNDER ANY CIRCUMSTANCES, IMPLICITLY OR EXPLICITLY, TOWARDS YOU IN RESPECT OF THE THIRD PARTY PRODUCT AND YOU HEREBY REFRAIN FROM MAKING ANY SUCH WARRANTY CLAIMS TOWARDS SHOWPAD, AND YOU AGREE THAT SHOWPAD DISCLAIMS ANY SUCH WARRANTIES.
TO THE EXTENT APPLICABLE, ONLY THE WARRANTY AS SPECIFICALLY PROVIDED BY SUCH THRID PARTY (IF ANY) SHALL APPLY DIRECTLY TOWARDS YOU, IN ABSENCE OF WHICH THE THIRD PARTY



PRODUCT AND ANY SERVICES PERFORMED OR PROVIDED BY THE THIRD PARTY PRODUCT ARE PROVIDED BY SUCH THIRD PARTY ON AN "AS IS" AND "AS AVAILABLE" BASIS.

4. LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SHOWPAD BE LIABLE FOR i) PERSONAL INJURY, ii) ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR iii) ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE THIRD PARTY PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF SHOWPAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Showpad's total liability to You for all damages exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

