SaaS Subscription Agreement

This SaaS Subscription Agreement is entered into and effective as of the Effective Date by and between **Showpad NV**, a Belgian limited liability company having its registered office at Moutstraat 62, 9000 GENT, BELGIUM with company and VAT number BE 0836.159.992 ("**Showpad**"), and

Effective Date:	…
Company Name:	…
Country/State of incorporation	…
Company address:	…
	…
Country	…
acting on behalf of itself as well as its affiliated companies, and hereafter referred to as "Customer"	

1. PREAMBLE

1.1. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.2. Where relevant, a reference in this Agreement to the Customer should be construed as equally including a reference to the Customer's Users.

Capitalized terms shall have the meaning as per Exhibit A.

The order of precedence shall be as follows:

    (i) This SaaS Subscription Agreement;
    (ii) The Exhibits to this SaaS Subscription Agreement;
    (iii) The Order Form;
    (iv) The Purchase Order.

whereby the higher ranked document shall prevail over the lower ranked document in case of contradiction, inconsistency and/or discrepancy. No other terms and conditions shall apply, even if the same have not been expressly rejected.

2. LICENSE

2.1. Subject to payment of the applicable Fees, and subject to ongoing compliance with the terms and restrictions as set forth under this Agreement, Showpad hereby grants Customer a personal, object code only, limited, non-exclusive, non-assignable, non-transferable license (without the right to grant sublicenses) to use the Licensed Product in accordance with the Documentation, and allow corresponding usage of the Licensed Product by its Users, during the Subscription Term, for Customer's own business purposes, and Customer Data.

2.2. All rights and Intellectual Property Rights in or to the Licensed Product (including all copies, modifications, extensions and derivative works thereof) are reserved by Showpad and Showpad's licensors, as appropriate. Showpad and Showpad's licensors reserve all rights not expressly granted to Customer.

2.3. Customer acknowledges and agrees that it shall not:

i) reverse compile, disassemble, or reverse engineer the Licensed Product;

ii) frame, embed or mirror the Licensed Product or any portion thereof ;

iii) reproduce, modify, adapt, translate, or create derivative works of, or based upon, the Licensed Software or any portion thereof;

iv) use, access, (sub)license, (re)sell, create internet links to the Licensed Product, or exploit the Licensed Product (including for a third party's benefit) in any way other than as explicitly allowed under this Agreement and/or by the Licensed Product itself (including by building/operating a competitive product or service, or copy any ideas, features, functions or graphics of the Licensed Product);

v) remove, obscure or alter the respective copyright statements;

vi) access the Licensed Product for the purpose of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

vii) in general, use the Licensed Product in such a way which Showpad, acting reasonably, deems incompatible with the normal use thereof.

3. LICENSED PRODUCT

3.1. Customer confirms that the subscriptions to the Licensed Product is neither contingent upon the delivery of any future functionality or features, nor dependent upon any oral or written public comments made by Showpad with respect to (potential) future functionality or features.

3.2. Showpad reserves the right, at any time, to change the Licensed Product and its features (including occasional deprecation and removal of certain features and functionality**)**. In case of such change, Showpad will use commercially reasonable efforts to notify Customer of any such change which Showpad believes is likely to have a material, adverse impact on Customer's, via the then-current email address indicated in the Showpad billing center. In case Customer does not agree with such change, Customer must notify Showpad within thirty (30) calendar days, in which case parties shall apply the dispute resolution procedure as applicable under this Agreement. In absence of such timely notification Customer is deemed to agree with the change.

3.3. Customer understands and acknowledges that:

i) In Case Customer or its Users provide Showpad with any Feedback, Customer shall have deemed granted Showpad a royalty-free, transferable, worldwide, assignable, irrevocable, perpetual license to incorporate and/or otherwise use such Feedback in any way it sees fit (including in or relating to (the operation of) the Licensed Product), without any right for the Customer to receive any compensation therefore. Customer understands that it is not obliged to provide for any Feedback.

ii) Showpad does not provide for any (custom) deliverables and/or any services under this Agreement, which would qualify as work-made-for-hire.

iii) Customer may choose to activate or use certain Third Party Products to work with the Licensed Product. The use of such Third Party Products is subject to the Showpad Third Party Products Policy.

iv) Any integration or interaction of the Licensed Product with a Third Party Product and the retrieval, manipulation, processing and/or modification of any Customer Data or data residing on such Third Party Product is subject to Customer's activation and correct configuration of such integration. Showpad shall have no responsibilities or liabilities in that regard. Any data or Customer Data leaving the Third Party Product, shall occur under Customer's own responsibility.

v) The licensed Product may be subject to limitations, failures, delays, and/or other matters inherent to the use of the internet, electronic communications and/or Devices. Showpad is under no circumstance responsible or liable for any damage, loss of liabilities arising therefrom, or issues not caused by, or under the control of, Showpad;

vi) The way the Customer Data is manipulated by the User through the Licensed Product may lead to unexpected results, loss or corruption of Customer Data or other unpredictable results, damages or (un)intended exposure to third parties, and that Showpad does not bear any responsibility or liability thereto.

3.4. Usage of the Licensed Product is limited per User to a maximum of three (3) Devices.

3.5. The number of Users is limited to the number of Users as ordered.

3.6. User Accounts may be reassigned by the Customer to new Users replacing former Users who no longer require ongoing use of their user Account.

3.7. The number of User subscriptions purchased cannot be decreased during the relevant Subscription Term.

3.8. Unless otherwise agreed upon, additional Users subscriptions may be ordered by the Customer during the then current Subscription Term ("Additional User Subscriptions") to the extent:

i) the term of the additional User subscriptions is coterminous with the expiration of the then current Subscription Term (which may result in a pro-rated pricing for such Additional User Subscriptions); and

ii) the terms of this Agreement apply.

3.9. The features/functionality of the Licensed Product, the level of "customer success coaching", as well as the additional options to the Licensed Product as ordered, shall be in line with the product overview as available through www.showpad.com.

4. CUSTOMER DATA & USER ACCOUNTS

4.1. As between Showpad and Customer, All Customer Data is and shall remain the property of Customer, and Customer retains all rights, title and interest (including Intellectual Property Rights) in and to the Customer Data, including all copies, modifications, extensions and derivative works thereof. The Customer hereby provides Showpad a worldwide non-exclusive license to process, reproduce, copy, communicate or otherwise use the Customer Data i) in line with the instructions of the Customer, and/or ii) as necessary to operate the Licensed Product in line with the provisions of this Agreement.

4.2. Customer is solely and fully responsible (including in respect of the consequences thereof) for Its, its Affiliates', as well as its Users' compliance with the provisions of this Agreement, including strict adherence to the Acceptable Use Policy.

4.3. Apart from the explicit responsibilities of Showpad under this Agreement, Customer shall have sole responsibility and liability for the Customer Data (including but not limited to the accuracy, quality, integrity, legality, reliability, management, or relevance, of the Customer Data, or grating access thereto).

4.4. Customer acknowledges and agrees that:

i) Certain features of the Licensed Product may require access to the Customer Data to allow for automatic processing of the Customer Data by the Licensed Product to the benefit of the Customer (e.g. to generate thumbnails or previews);

ii) Customer is responsible for ensuring that master copies of the Customer Data are stored on Customer's own systems;

iii) Showpad may itself, or allow third parties on its behalf to, scan, analyze, and/or process the Customer Data in an aggregate/pseudonymous way, in order to gather/retrieve Functional Information. Showpad shall be entitled to use the Functional Information for its business purposes. Any Functional Information is and shall remain the property of Showpad, and Showpad retains any and all rights, title and interest (including Intellectual Property Rights) in and to the Functional Information, including all copies, modifications, extensions and derivative works thereof.

4.5. Subject to the applicable confidentiality provisions of this Agreement and in line with the applicable information security policies of Showpad, Showpad's access to the Customer Data or the User Accounts occurs on a need to know basis only, and only limited to such instances i) where required for security purposes, ii) where required to provide support to Customer or its Users, iii) in case of breach of this Agreement, or, iv) in order to live up to a legal requirement or applicable (court) order.

4.6. Provided that Showpad adheres to its obligations under this Agreement in respect of security, Customer's access to and, use of the Licensed Product is at Customer's own risk. Showpad will not be responsible or liable for any deletion, corruption, correction, damage, destruction or loss of Customer Data or harm to Customer's computer system that does not arise from a breach by Showpad of its obligations under this Agreement.

5. SUSPENSION

5.1. in addition to any of its other rights or remedies under his Agreement or by applicable law, Showpad, without any liability whatsoever, reserves the right to suspend the access to the Licensed Product if (partially or in whole):

i) Customer's account is thirty (30) calendar days or more overdue (except with respect to charges then under reasonable and good faith dispute), until such amounts are paid in full;

ii) Customer's use of Licensed Product poses a security risk to the Licensed Product, may adversely impact the Licensed Product or the systems of Showpad, may subject Showpad to a third party liability, or may be fraudulent; or

iii) Customer is in breach of any of the provisions under this Agreement,

5.2. Except where seeing the scope of the violation such would be inappropriate or provide for unreasonable delays, before suspension may be invoked by Showpad, Showpad shall have escalated the respective issue to the Customer first and advised Customer of its intention to suspend access prior to the actual suspension.

6. PROFESSIONAL SERVICES

6.1. Customer may order Professional Services from Showpad under the terms of this Agreement.

6.2. The Professional Services shall be performed in a reasonable, professional and workmanlike manner, under an obligation of means. Consequently, the Professional Services shall not be subject to any acceptance procedure.

6.3. Professional Services will be performed by remote means, unless Showpad has agreed otherwise, in which case reasonable travel, meal and accommodation costs shall be invoiced at cost to Customer.

7. WARRANTY

7.1. Subject to the terms of this Agreement and subject to the normal intended use of the Licensed Product by the Customer, Showpad warrants towards the Customer that the Licensed Product shall during the Subscription Term perform materially in accordance with the Documentation.

7.2. EXCEPT TO THE EXTENT EXPRESSLY STATED UNDER THIS AGREEMENT, SHOWPAD AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ("AS-IS" WARRANTY), WHETHER EXPRESS, STATUTORY OR IMPLIED, REGARDING THE LICENSED PRODUCT, OR ANY MATTER WHATSOEVER UNDER OR RELATED TO THIS AGREEMENT. SHOWPAD AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MEETING THE CUSTOMER'S EXPECTATIONS OR REQUIREMENTS, ERROR-FREE OR UNINTERRUPTED USE AND/OR NON-INFRINGEMENT.

7.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SHOWPAD MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION/ANALYTICS, INCLUDING IN RESPECT OF THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY THEREOF. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SHOWPAD OR THROUGH THE LICENSED PRODUCT, WILL CREATE ANY ADDITIONAL WARRANTIES.

7.4. Unless otherwise explicitly agreed upon, Customer's exclusive remedy for breach of warranty under this article, is that Showpad will use such commercially reasonable efforts to modify the Licensed Product to such extent that it meets the provisions of these warranty sections.

8. ORDERING, FEES & PAYMENT

8.1. Customer (including its Affiliates) may place orders under this Agreement with Showpad NV a Belgian limited liability company having its registered office at Moutstraat 62, 9000 GENT, BELGIUM as well as with Showpad Inc., a Delaware company having its registered office at 301 Howard Street, Suite 1800, San Francisco, CA 94105, USA. Upon acceptance of the Customer order by the respective Showpad entity, Showpad warrants (including for its Affiliates) that the terms of this Agreement shall apply as of the Effective Date towards any order subsequently made in the relationship between the Customer (including its Affiliates) and that respective Showpad entity, which is hereby accepted by the Customer.

8.2. Customer shall pay the applicable Fees in the currency as stated in the respective pricing exhibit or in absence of an agreed pricing in the pricing exhibit, the pricing as offered by Showpad to Customer (e.g. in a Showpad quote or Order Form). Except as otherwise agreed upon, Fees are based on the number of licenses purchased, not actual usage.

8.3. Fees are payable in advance (unless otherwise specifically agreed upon), and are in all circumstances non-refundable and non-cancellable.

8.4. All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off.

8.5. In absence of an Order Form, Customer shall issue Purchase Orders in writing under this Agreement confirming the order made under, and in line with, the provisions of this Agreement. Any Purchase Order shall be subject to Showpad's acceptance. Showpad may reject Purchase Orders which are not in line with the provisions of this Agreement, which are incomplete and/or in case of other imperative business reasons.

8.6. Where applicable, Customer commits to provide Showpad with such valid Purchase Order in time for Customer to meet its payment obligations.

8.7. Unless specifically otherwise stated and accepted in an applicable (multi-year) Showpad pricing commitment (e.g. Order Form):

i) any discount as granted to the Customer (if any) shall be considered a one-off discount applicable only to the end of the then current Subscription Term; and

ii) pricing for Additional Subscription Terms shall conform to the then current Showpad list price.

8.8. Invoices are due net thirty (30) calendar days from invoice date.

8.9. Customer is responsible for maintaining complete and accurate billing and contact information within the billing center of the Licensed Product, and updating such appropriately.

8.10. Unpaid Fees will be increased with an interest rate equal to the one-year base rate of the European Central bank increased by 4%, with a minimum of 10% per annum (calculated to the principal sum as from the due date), as well as reasonable attorneys' fees. Repeated situations of unpaid Fees may lead Showpad to condition future subscription and/or

renewals to payment terms shorter than those originally applicable. The above is without any prejudice to Showpad's rights under this Agreement or applicable law.

9. TAXES.

9.1. Save as required by applicable law, the Fees do not include, and are billed excusive of any taxes, levies, imports, duties, charges, fees and withholdings or similar assessments of any nature imposed by any governmental, fiscal or other competent authority, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement.

9.2. If a licensee under this Agreement is compelled to make any Tax deduction to the Fees, it will gross up the Fees as necessary to ensure receipt by Showpad of the full amount of the Fees which Showpad would have received but for that deduction.

9.3. If Showpad would have the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Showpad with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Showpad is solely responsible for taxes assessable against it based on its income, property and employees.

10. SECURITY & DATA PRIVACY

10.1. Showpad will maintain and implement throughout the Subscription Term industry standard and reasonable i) security measures, ii) as well as business continuity and disaster recovery plans.

10.2. Showpad represents that it uses industry standard virus programs or methods in order to avoid Malicious Code within the Code of the Licensed Product.

10.3. The Showpad Privacy Policy shall apply to this Agreement.

11. DEFECT SUPPORT

11.1. Showpad will provide defect support for the Licensed Product in accordance with the SLA, as long as Customer is entitled to receive support under the applicable Subscription Term and this Agreement.

12. INDEMNIFICATION

12.1. Showpad shall defend, indemnify and hold Customer harmless in full from and against all claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging i) a breach by Showpad of its obligations under applicable data protection laws and regulations, not caused by Customer's own acts or omissions; or ii) that the use of the Licensed Product as contemplated hereunder infringes the intellectual property rights of a third party, and pay for such amounts resulting therefrom (including reasonable attorney's fees) as awarded in a final judgement of a court of competent jurisdiction or final settlement agreement.

12.2. Customer shall defend, indemnify and hold Showpad harmless in full from and against all Claims made or brought against Showpad by a third party alleging i) a breach by Customer of its obligations under applicable data protection laws and regulations; ii) that the Customer Data infringes the intellectual property rights of, or has otherwise harmed, a third party, that iii) Customer's use of the Licensed Product in violation of this Agreement infringes the Intellectual Property Rights of, or has otherwise harmed, a third party, iv) that the Customer or one of its Users has acted in violation with this Agreement or with applicable law, and pay for such amounts resulting therefrom (including reasonable attorney's fees) as awarded in a final judgement of a court of competent jurisdiction or final settlement agreement.

12.3. The indemnification obligations under this article are subject to the indemnified party i) promptly giving written notice of the Claim to the indemnifying party, ii) giving the indemnifying party sole control of the defense and settlement of (that part of) the Claim for which the indemnifying party has an obligation to indemnify, iii) providing the indemnifying party, at its cost, all reasonable assistance in respect of the Claim, and iv) not negotiating, settling or compromising any such Claims without the prior written consent of the Indemnifying party, which consent is not unreasonably to be withheld or delayed.

12.4. If any aspect of the Licensed Product is found by a court of competent jurisdiction or in settlement or, in Showpad's reasonable opinion is likely to be found to infringe upon a third party Intellectual Property Right, Showpad shall at its expense and at its sole discretion, either i) obtain for Customer the right to continue using the Licensed Product in accordance with this Agreement, ii) modify the items in question to no longer be infringing, or iii) replace such item in question with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Showpad determines in good faith that options i), ii) and iii) are not

feasible, Showpad will remove the infringing item(s) from the Licensed Product and refund to Customer on a pro rata basis any Fees paid by Customer for such infringing element(s) that are unused as of the removal date.

12.5. Showpad will have no obligation or liability for any Claim to the extent arising from: i) the combination, operation or use of the Licensed Product with any product, device, software or service not supplied by Showpad or which component has been activated/used at the sole risk of Customer, ii) the unauthorized alteration or modification by Customer of the Licensed Product, iii) Showpad's compliance with Customer's designs, specifications, requests, or instructions, or iv) any other Claim resulting from causes not under the responsibility or control of Showpad, or for which Customer is obliged to indemnify Showpad.

12.6. THE FOREGOING ARE THE SHOWAD'S SOLE OBLIGATIONS IN CONNECTION WITH THIS AGREEMENT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS.

13. LIMITATION OF LIABILITY

13.1. EXCEPT FOR i) MATTERS FOR WHICH A PARTY HAS AN INDEMNIFICATION OBLIGATION TOWARDS THE OTHER UNDER THIS AGREEMENT, ii) MATTERS FOR WHICH BY LAW LIABILITY CANNOT BE LIMITED OF EXCLUDED, OR iii) CUSTOMER'S PAYMENT OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY SHALL EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT DURING A 12 MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO LIABILITY WITH A MAXIMUM OF 25.000,00 (twenty five thousand) EURO.

13.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, DAMAGES DUE TO LATE DELIVERY,OR FOR ANY INDIRECT (WHICH INCLUDES BUT IS NOT LIMITED TO I) ANY FINANCIAL DAMAGES AS A RESULT OF PROPERTY DAMAGES, AND/OR II) ANY PURELY FINANCIAL DAMAGES), SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING LOSS OR CORRUPTION OF DATA AS WELL AS OTHER UNPREDICTABLE DAMAGE OR LOSS.

14. TERM & TERMINATION

14.1. This Agreement commences on the Effective Date and continues for the Subscription Term, and will, except otherwise indicated in the Order Form, automatically be extended by twelve (12) months' periods upon expiry of the then current Subscription Term (any such period being an "Additional Subscription Term"), unless the one Party gives the other Party notice of non-renewal in writing at least thirty (30) calendar days before the expiry date of the then Current Subscription Term.

14.2. In the event that i) a petition in bankruptcy is filed by or against Customer, or ii) Customer is declared bankrupt, or iii) Customer becomes insolvent or his credit becomes impaired in the reasonable opinion of Showpad, or iv) proceedings are initiated by or against Customer seeking appointment of a receiver, reorganization, liquidation, dissolution, debt rearrangement or any other similar relief, or v) if Customer fails to perform, comply with or fulfil at any time any material obligation or condition hereunder, which breach remains uncured for fifteen (15) days after notification thereto, Showpad, at its discretion and without any liability whatsoever, shall have the right to either suspend the performance of its obligations until the Customer performs his obligations, or to terminate the Agreement with immediate effect.

14.3. In no event shall any termination relieve the Customer of the obligation to pay any Fees payable to Showpad for the period prior to the effective date of termination.

14.4. Customer is solely responsible for guarding, securing and retrieving the Customer Data from the Licensed Product. Showpad will not be obligated to retain any Customer Data for longer than thirty (30) calendar days after any expiration or termination of the Agreement or Subscription Term, after which term the Customer data shall be purged from the Licensed Product in line with Showpad's backup schemes as applicable to the Licensed Product. Upon Customer's request made during such period as stated here above. Showpad will make available to Customer all Customer Data in a comma separated value (.csv) format along with attachments in their native format.

14.5. Any term of this Agreement which is expressed or by its nature intended to survive expiration or termination of the Agreement, including but not limited to terms governing liability of the parties, termination

consequences, fees and payment for the Licensed Product, governing law and dispute resolution, confidentiality and the interpretation of this Agreement, shall survive termination of the Agreement.

15. CONFIDENTIALITY

15.1. The one party ("Receiving Party") shall not disclose or use any Confidential Information received form the other party ("the Disclosing Party") for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

15.2. Confidential Information shall not encompass information that i) is or becomes generally available to the public through no act or failure to act by the receiving Party; or ii) was already in the receiving Party's possession at the time of its disclosure as shown by the receiving Party's prior written records; or iii) is subsequently disclosed to the receiving Party on a non-confidential basis by a third Party without violating any obligation of secrecy relating to the information disclosed; or iv) is independently developed by the receiving Party without making use of or relying upon the Confidential Information.

15.3. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). This obligation shall exist while this Agreement is in force and for a period of three (3) years thereafter.

15.4. The Receiving Party shall have written agreements with its employees and the members of its personnel to whom Confidential Information shall be made available, and such written agreements shall have terms at least as restrictive as those contained herein.

15.5. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Disclosure under the terms of this section shall not render the Confidential Information non-confidential or remove any other obligations of confidentiality.

15.6. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate or have failed.

15.7. The Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party or upon the expiration or termination of the Agreement.

16. MARKETING

16.1. Customer agrees to allow Showpad to publicly reference Customer as a customer in accordance with this Agreement. Customer hereby grants Showpad the worldwide right to use and depict Customer's business name, trademarks and logos as a customer reference and/or in case studies, conform Customer's reasonable trademark guidelines (if any).

16.2. Customer shall upon request from Showpad reasonably participate to Showpad's marketing activities (such as website marketing, press releases, providing a quote, influencer interviews, webinars, white papers, conferences). Participation in the aforementioned activities shall not place an unreasonable burden on the Customer's time and resources.

16.3. Customer shall allow Showpad access to administrators, as well as 5 Users, of the Licensed Product to allow Showpad to receive Feedback through interviews or surveys as well as to be able to give execution to this article.

17. GENERAL

17.1. The parties to this Agreement are independent contracting parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

17.2. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: i) personal delivery; ii) the second

business day after mailing through overnight courier; iii) the second business day after sending by confirmed facsimile; or iv) the second business day after sending by email. Unless as otherwise specifically communicated to the other Party, notices to Showpad shall be addressed to the attention of its legal department; Notices to Customer can be sent by email to the email address indicated in the Customer's billing center (which Customer must maintain up to date).

17.3. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

17.4. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

17.5. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, (a) either party may assign this Agreement in its entirety together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party, and (b) Showpad will consent to Customer's assignment of one or more licensed to a divested entity or acquirer (a "Divestiture Assignee") in connection with an asset or business unit divestiture by Customer, provided the Divestiture Assignee has first accepted the terms of this Agreement (whether by signature or electronically), and provided that pricing for any additional User subscriptions ordered by the Divestiture Assignee shall be subject to agreement by Showpad and the Divestiture Assignee. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

17.6. Except for payment obligations, neither Party shall be liable to the other for default or delay in the performance of any of its obligations under this Agreement and/or any Purchase Order due to Force Majeure, except that rights and liabilities which accrued prior to such termination shall continue to subsist. The Party prevented by Force Majeure shall promptly notify the other Party of the onset thereof and detailing the nature of the Force Majeure and - later on - of the cessation of the Force Majeure. The Party prevented by Force Majeure shall use its reasonable efforts to mitigate the effects of the Force Majeure on the affected Parties and to expedite the cessation thereof.

17.7. For the sake of giving effect to the provisions under this Agreement in respect of placing orders by Customer's Affiliates, Such affiliates shall be deemed to be intended third party beneficiaries under this Agreement.

17.8. This Agreement, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

17.9. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

17.10. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

18. GOVERNING LAW & DISPUTE RESOLUTION

18.1. This Agreement shall be governed by and construed in accordance with Belgian law, excluding its conflict of laws principles.

18.2. Parties shall first try to settle any dispute between them amicably and in good faith negotiations, within a thirty-day period.

18.3. Any action seeking interpretation, enforcement and/or ending of this Agreement or any provision hereof shall be brought exclusively before the courts of Ghent, Belgium. Each party hereby agrees to submit to the jurisdiction of such courts.

Each party represents that it has the legal power to enter into this Agreement, and that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms. **IN WITNESS WHEREOF, the parties have executed this Agreement and by signing this Agreement each party acknowledges receipt of an original.**

For **Customer**	For **Showpad**
Name:	Name:
Function:	Function:
Date:	Date:
Signature:	Signature:

EXHIBITS:
a. Definitions / b. Fees / c. Service Level Agreement (SLA) / d. Acceptable Use policy / e. Third party product policy

1. **"Affiliate"** of a specified corporation or entity, for the purpose of this Agreement, shall mean any corporation or other entity directly or indirectly, controlling, controlled by or under common control with such corporation or entity. For the purpose of the foregoing "control" shall mean (i) the ownership or control, directly or indirectly, of fifty per cent (50%) or more of the equity capital or the shares or voting rights in the corporation or other entity in question or (ii) the control of the composition of the board of directors of the corporation or other entity in question.

2. **"Agreement"** means this Saas subscription agreement together with any and all of its exhibits, addenda as well as such documents added thereto or incorporated therein by reference.

3. **"Confidential Information"** shall encompass, without limitation, any and all Customer Data, pricing, business, financial, marketing, commercial and/or technical information, know-how, trade secrets, inventions, processes, software programs (in source code or compiled form), hardware and software product information and research provided to the receiving Party, irrespective whether provided in writing, in printed form, in electronic form, orally, pictorially, or observed visually, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

4. **"Customer Data"** means all such electronic data or other electronic information, belonging to or controlled by the Customer (including Private Data) and as submitted by the Customer or its Users for processing by the Licensed Product.

5. **"Device"** means a hardware computing device, consisting at least out of a processing unit, memory and datapath, capable of sending and/or receiving input to and/or output from its central processing unit. Devices shall include such items like mobile phone(s), tablet(s), desktop PC, as well as laptop PC).

6. **"Documentation"** means such written documentation as customarily provided, published and/or made available by Showpad with the Licensed Product.

7. **"Feedback"** means any suggestions, User posts, experiences, comments, enhancement requests, recommendations or any other feedback (in any form) made by the Customer, its administrators and/or its Users in respect to the Licensed Product.

8. **"Fees"** shall mean the fees payable for the Licensed Product as detailed in Exhibit b.

9. **"Force Majeure"** shall mean any unforeseeable and/or exceptional situation or event beyond the reasonable control of a Party, which prevents that Party from performing its obligation(s) under the Contract, for as long as such event was not due to error or negligent act(s) or omission(s) on the part of that Party and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a genuine case of force majeure.

10. **"Functional Information"** means 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. Functional Information shall not include any personal information or Customer Data itself.

11. **"Intellectual Property Rights"** shall mean any patents, rights to inventions, utility models, supplementary protection certificates, author rights (copyrights) and related rights, trademarks, trade names, domain names, logos, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all assignments, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

12. **"Licensed Product"** means the Showpad content enablement solution made available as "Software as a Service" as being made available under the terms of this Agreement, consisting out of i) an online web-based back-end that stores, analyses, manages, distributes and/or processes Customer Data as well as ii) the interacting Showpad front-end client (e.g. the Showpad mobile application) and/or Web-Interface (e.g. plugins), that allow for the retrieval, consultation, distribution and/or management of the Customer Data, as made available via http://www.showpad.com, .showpad.biz and/or other designated websites or app stores.

13. **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

14. **"Order Form"** means the sales order document for Customer's purchase from Showpad that is executed by both parties under the terms of this Agreement. Order Forms shall as of their full execution, be deemed incorporated herein and to form an integral part of this Agreement.

15. **"Purchase Order"** means the ordering document for Customer's purchase from Showpad that is issued by Customer under the terms of, and in line with, this Agreement.

16. **"Professional Services"** shall mean such service packages as being offered by Showpad in respect of training, onboarding and/or deployment of the Licensed Product.

17. **"SaaS"** or **"Software as a Service"** is the software licensing and delivery model in which software is centrally hosted by a licensor and made available to the users of the software in question over a network connection, and which software is licensed on a subscription basis by allowing users to login remotely to the hosted software.

18. **"Service Level agreement"** or **"SLA"** means the service level as set forth in Exhibit c to this Agreement.

19. **"Showpad Acceptable Use Policy"** means the policy as set forth in Exhibit d to this Agreement

20. **"Showpad Privacy Policy"** means the then current privacy policy as set forth in www.showpad.com/

21. **"Showpad Third Party Products Policy"** means the policy as set forth in Exhibit e to this Agreement.

22. **"Subscription Term"** means the term during which Customer and the Users are authorised to use the Licensed Product as ordered under this Agreement and as confirmed in the Showpad invoice, starting as of the User Launch Date.

23. **"Third Party Product"** mean such non-Affiliate third party product, platform or service which enhance, have and integration with, or add functionality to, the Licensed Product, and/or provide additional or increased customer experience by interacting with the Licensed Product, whereby the use of such Third Party Products is subject to the provisions of the Showpad Third Party Products Policy (such as but not limited to Salesforce.com).

24. **"Users"** means Customer's employees, consultants, contractors or agents, or any other individuals, who are each authorized by Customer to use the Licensed Product for Customer's own business purposes, and for whom subscriptions to the Licensed Product have been ordered and paid, and who have been supplied user identifications, login credentials and/or passwords by Customer (or by Showpad at Customer's request) to access the respective User Account.

25. **"User Account"** means the User's individual account on the Licensed Product.

26. **"User Launch Date"** means the date on which the initial configuration of the licensed Products for the Customer by Showpad is finished, upon which date Users may start using their User accounts a "live" environment.

EXHIBIT B
Fees

Fees to be inserted here.

In absence of any Fees mentioned here the pricing shall apply as offered by Showpad to Customer in a Showpad quote or Order Form.

EXHIBIT C
Service Level Agreement

I. Hosting Services Obligations

A. Security

Showpad shall establish and maintain safeguards and controls against the destruction, loss, or alteration of End User Data and Personal Data; establish and maintain safeguards against unauthorized access to the hosting infrastructure, End User Data and Personal Data; and establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to Showpad Software.

B. Intrusion Detection

Showpad will maintain an intrusion detection system ("IDS") designed to detect malicious behaviors that can compromise the security of the hosting infrastructure and Showpad Service. This includes network attacks against vulnerable services, data driven attacks on Showpad Services, host based attacks such as privilege escalation, unauthorized logins and access to sensitive files, and viruses.

C. Back-ups

Showpad will back up all of the End User Data and Personal Data on a daily basis onto electronic storage medium, and shall store all such backups in an environment that is separate from the location of the hosting infrastructure. End User Data and Personal Data that has been backed up will be encrypted in transit and stored securely. Backups will be performed as follows: (a) daily backups will be completed and retained for 7 days, (b) weekly backups will be completed and retained for 5 weeks and (c) monthly backups will be completed and retained for 3 months.

D. Disaster Recovery

Showpad will maintain a disaster recovery plan that documents the procedures to follow in the event of a disaster that is expected to result in an extended interruption in the Hosting Services. Showpad will maintain a disaster recovery site that is capable of serving the Showpad Service as an alternate hosting infrastructure production site until the primary site is fully recovered, which such recovery must occur within forty eight (48) hours. The disaster recovery site will be located in a location that is sufficiently distant from the primary site so as to minimize the risk that a disaster would affect both sites. The hosting infrastructure database will be backed up to a secure off-site storage location nightly. Backup data of the hosting infrastructure database will be physically available to both the production and disaster recovery sites and shall ensure that no greater than twenty-four (24) hours of data is lost in connection with any incident. In the event of any catastrophic event that prevents Showpad's performance of the Hosting Services, Showpad will execute the disaster recovery plan without any additional charge to Customer.

II. Service and Support

Escalation procedures are built into Showpad's 24x7x365 monitoring system, and any system issues have automated escalation.

Critical Severity issues as described in IV are immediately escalated to senior management.

In the case of a system down condition attributable to Showpad, Showpad may utilize other means of communication for both reporting of errors and conditions.

Customer acknowledges and agrees that:

  i)   access to the Customer Data and/or User Accounts may be required in order for Showpad to be able reproduce the defect in question and/or to respond to a defect support request of the Customer; and

  ii) absence of such access as stated here above and/or any other reasonable assistance, may lead to the fact that the defect cannot be solved, in which case Showpad shall have no liability to the Customer.

III. Performance Guarantees

A. General

This section describes the service levels offered by Showpad to Customer.

B. Availability Guarantee

The Showpad software will be available at least 99.9% of the time, as measured on a calendar month basis by Showpad, subject to the exclusions set forth below and also excluding planned downtime and any time necessary to implement Upgrades ("Uptime Guarantee"). Upgrade implementation downtime will be not greater than two (2) hours bi-weekly and will happen at a regularly scheduled time during the period: Saturdays or Sundays only, between 6AM and 12PM CET. Actual scheduled downtime for Upgrade implementation will normally not exceed thirty (30) minutes. A mechanism will be put in place by which Customer is notified of scheduled down time expected to be over one (1) hour, at least two (2) weeks before it occurs.

In exceptional cases where it would be impossible to schedule the upgrades or maintenance during the above mentioned period, Showpad will inform the Customer of this exceptional intervention at least two (2) weeks in advance.

C. Measuring Availability

For purposes of this Exhibit, (a) a "week" means the period of time beginning at 12:00 a.m. Monday and ending at 11:59 p.m. on the following Sunday, CET Time and (b) a "month" means the period of time beginning at 12:00 a.m. on the first day of each calendar month and ending at 11:59 p.m. on the last day of the calendar month, CET Time.

IV. Issue Response Time

An incident ticket is assigned a priority number based on the nature of the issue. Showpad's policy is to respond to all Customer cases as follows:

Severity Level	Definition	Response
P1 - Critical	A Critical Severity issue has significant to critical business impact on a production system, resulting in the Showpad Service being down, functioning at a significantly reduced capacity, or preventing any End User to login.	Showpad agrees that it will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Severity fault within 2 hours after notification by Customer on a 24x7 basis. Showpad will use commercially reasonable efforts to resolve Critical Severity faults as soon as possible.
P2 - High	A High Severity issue has some business impact on a production system, resulting in one or more significant features of the Showpad Service being unavailable.	Showpad agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a High Severity fault within 8 business hours of notification by Customer. Showpad will use best efforts to resolve High Severity faults within 5 days.
P3 - Low	A Low Severity issue has no impact on the quality, performance, or significant functionality of the Showpad Service (for example general usage question, feature request, or password error).	Showpad agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Low Severity fault within 2 business days of notification by Customer. Showpad will use best efforts to resolve Low Severity faults within 30 days.

V. Exclusions

Notwithstanding the foregoing, Showpad shall have no obligation to resolve any inaccessibility or deviation caused by (a) modification of the Licensed Product by anyone other than Showpad, (b) use of the Licensed Product for any purpose other than intended, (c) misuse or incorrect use of the Licensed Product, (d) malfunction of any Device or Customer hardware, (e) inaccessibility or malfunctioning of any telecommunications services, or (f) any other cause not under the responsibility of Showpad.

EXHIBIT D
Acceptable Use Policy

By creating/using User Accounts and/or by placing, storing and/or submitting Your data/content ("Customer Data") into or on the Showpad SaaS Solution, you ("You" or "Your"), including the users authorized by you ("Users") acknowledge and agree that this Acceptable Use Policy ("AUP") shall apply in full. The examples described in this AUP are not exhaustive. We may modify this 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 AUP.

1. COMPLIANCE WITH LAWS
1.1. You shall comply with all applicable laws and regulations in connection the use of the Showpad SaaS Solution (including without limitation all data protection laws and regulations that may apply to you (e.g. as being the data controller), and the laws and regulations concerning the protection of intellectual and industrial property rights).

2. USER ACCOUNTS
2.1. You are solely and fully responsible (including in respect of the consequences thereof) for:
- Creating and managing User Accounts;
- Ensuring that no false or misleading personal information about a User is being used for the User Account;
- all use or abuse made by the User of the User Account;
- any acts that occur in or are performed under the User Accounts;
- the safe handling, storage, confidentiality and proper usage of the User Accounts, including in respect of the User identifications, login credentials and/or passwords.

2.2. You shall use such generally accepted, reasonable and applicable knowledge, techniques, practices, technology and/or methodologies that have a proven reliably in the applicable field of industry to prevent unauthorized access to the Showpad SaaS Solution by its Users, as well as to prevent unauthorized access to the User Accounts by any third party. You shall notify Showpad promptly of any such unauthorized access or use, and employ all such means to immediately stop any such unauthorized use or misuse.

2.3. Each User shall have a designated User Account. No User shall allow any other party, or share with any party, access to the Showpad SaaS Solution through such User's own User Account.

3. CUSTOMER DATA
3.1. By using the Showpad SaaS Solution in respect of the Customer Data, You understand that such Customer Data and User details are to be:
- used and/or processed by the Showpad SaaS Solution, whereby you represent and warrant that You own or have obtained all rights, consents, permissions or licenses necessary to allow the Showpad SaaS Solution to access or use such Customer Data as well as User Details; and/or
- made accessible to Your Users and/or third parties as allowed by You or Your Users, through the Showpad SaaS Solution.

3.2. You may not use, encourage, promote, facilitate or instruct others to use, the Showpad SaaS Solution for:
- any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available illegal, harmful, or offensive Customer Data (including activities that may be harmful to Showpad's reputation, offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), as well as practices violating general good conduct).
- Customer Data that infringes or misappropriates the intellectual property or proprietary rights of others.
- Customer Data that is defamatory, misleading, obscene, abusive, invasive of privacy, or otherwise objectionable, including Customer Data that constitutes pornographic content, indecent content, or content that contains extreme acts of violence, or advocate hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;
- Customer Data or other computer technology that may damage, interfere with, overloads, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

3.3. You may not use the Showpad SaaS Solution to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

3.4. You may not engage in any activities which are considered to be abuse of network or abuse of network connections. Prohibited activities include:
- Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective (Denial of Service (DoS)).
- Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

3.5. You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"). You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this AUP or the acceptable use policy of that provider.

3.6. The Showpad SaaS Solution are intended to act as a "content activation platform" (not for instance as a backup service). Consequently, You are responsible for ensuring that master copies of Your Customer Data are stored/backed-up on Your own systems.

4. SHOWPAD MONITORING AND ENFORCEMENT
4.1. You are solely responsible for exercising supervision and control over the Users, the User Accounts, the Customer Data, as well as the Users' or third Parties' compliance with Your policies and procedures.

4.2. Showpad reserves the right, but does not assume any obligation or responsibility whatsoever in respect of:
- monitoring or investigating, i) any of Your User's access to, or use of the Showpad SaaS Solution (including the management of the User Accounts) or ii) any of third parties authorized by You or Your Users to access the Customer Data;
- notify You of any misuse of the Showpad SaaS Solution or non-compliance under this AUP; or
- policing or enforcing the terms of the license(s) or permission(s) You have chosen to offer to the third parties in respect of the Customer Data, or responsibilities related to the rights, access or license granted by You to third parties in respect of the Customer Data.

4.3. Showpad may however:
- investigate violations of this AUP or misuse of the Showpad SaaS Solution;
- remove, disable access to, or modify any Customer Data or resource that violates this AUP or any other agreement Showpad has with You for use of the Showpad SaaS Solution; or
- may report any activity that Showpad suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate user information. Showpad also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

5. REPORTING OF VIOLATIONS
5.1. If You become aware of any violation of this AUP, You will immediately notify Showpad and provide Showpad with assistance, as requested, to stop or remedy the violation.

EXHIBIT E
Third Party Products Policy

1. Certain third-party solutions, services and/or platforms as offered by one or more non-Affiliate third parties (the "Third Party") may integrate with, enhance, or add functionality to the Showpad product as licensed to You ("Third Party Product"), including such Third Party Products which are processing, manipulating, retrieving and/or modifying (based on Your configuration of the Third Party Product and/or the Showpad product) Your electronic data or other electronic information, belonging to You or under Your control (e.g.through your Salesforce.com account), as submitted by You or Your Authorised Users for processing through the Showpad product as licensed to You ("Customer Data")

2. For some of these Third Party Products, Showpad is an unauthorized reseller, while others may be obtained directly from the Third Party by You.

2.1 In case of Products resold by Showpad (as specifically indicated as such in the relevant Sales Order or other ordering document):
The articles in respect the "*License Terms and restrictions*", the "*Licensed Product*", the "*Customer Data and User Accounts*", "*Suspension*" and "*Warranty*" of the Showpad terms of service as well as the documents referenced therein, shall apply mutatis mutandis in respect of the Third Party Product, unless and to the extent as otherwise agreed upon between the Parties in writing specifically in respect of such Third Party Product.

2.2 In case of other Third Party products:
Any such Third Party Products and services, and any terms associated therewith, are solely between You and the relevant Third party. Showpad does not take any responsibility of liability in respect of such Third Party Products whatsoever.

3. Except where explicitly otherwise agreed upon in writing, 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.

4. 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) The Third Party Product may contain certain features that require access to Your Customer Data in order to allow (automatic) processing, manipulating, retrieving and/or modifying of the Customer Data on the Showpad product as licensed to You through the Third Party Product;

iii) 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;

iv) To the extent such Third Party Product is processing Your "Personal Data" as defined in the EU Global Data Protection Regulation (GDPR) (EU 2016/679), such processing is occurring by and under the liability of such Third Party, and is subject to the Privacy Policy of the Third Party in question (if any). In such case, the respective Third Party is Your direct data processor, and is not acting as a data subprocessor of Showpad;

v) 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 products;

vi) If the service through the Showpad Product cannot for any reason access Your Customer Data for reasons attributable to the Third Party Product, Showpad shall have no liability for any nonperformance resulting thereof.

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 will provide You with customer support in respect of the Third Party Product only to the extent explicitly agreed upon it, and pass through to You, to the extent practicable and permitted under the applicable Third Party reseller agreement, the rights and benefits afforded to Showpad under such reseller agreement. Unless otherwise specifically agreed upon between You and the Third Party, You shall not receive any customer support from the Third Party.

ix) You acknowledge that the products as licensed to You and its features and functionality are dependent on Your proper configuration of that respective product, the availability of and proper performance Third Party Products and that Showpad is not liable for performance issues or downtime of the Showpad product as licensed to You to the extent caused by the Third Party Product or other factors outside of Showpad's control.

x) Salesforce.com is not responsible for Customer Data when it is outside of the salesforce.com system.

xi) UNDER THIS AGREEMENT, SHOWPAD NOR THE THIRD PARTY (OR ANY OF THEIR SUPPLIERS) MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE THIRD PARTY PRODUCT, AND EACH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

xii) UNDER THIS AGREEMENT, SHOWPAD NOR THE THIRD (OR ANY OF THEIR SUPPLIERS) OFFER OR ASSUME ANY INDEMNITY OBLIGATION OR ANY OTHER LIABILITY OF ANY KIND REGARDIG THE THIRD PARTY PRODUCT, INCLUDING ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR ANY OTHER DAMAGES UNDER ANY THEORY.

5. You acknowledge that Showpad has given You sufficient information in order for You to make a well-informed assessment in respect of the above statements and the Third Party Products in question.