



Terms of Service

These Terms of Service are offered by **Showpad, Inc.**, a corporation duly incorporated and existing under the laws of Delaware, having its principle place of business at 301 Howard Street, Suite 1800, San Francisco, CA 94105, United States for customers located in the Americas, New Zealand and Australia, and by **Showpad NV**, a corporation duly incorporated and existing under the laws of Belgium, having its principle place of business at Moutstraat 62, 9000 Ghent, Belgium, (company registration 0836159992) for customers located in the rest of the world.

The i) Showpad Service Level Agreement, ii) the Showpad Privacy Policy, iii) the Showpad Acceptable Use Policy, and iv) the Showpad Third party Product Policy (all as then available at <https://www.showpad.com/terms-of-service>) are deemed incorporated hereunder and shall apply in full. These Terms of Service together with all documents incorporated or referenced hereunder are referred to as the "Agreement". This Agreement supersedes and replaces any prior understanding between the Parties. The most recent version of this Agreement as published on the Showpad Website shall apply as of the start of the Additional User Subscriptions, or the first immediate following Additional Subscription Term, whichever is earlier, and applies to any Additional User Subscriptions as well as any and all licenses granted before to the Showpad SaaS Solution. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT IN THEIR ENTIRETY YOU MAY NOT ACCESS OR USE THE SHOWPAD SAAS SOLUTION (INCLUDING ITS SITE, APP, CONTENT, FILES OR SERVICES).

1. PREAMBLE

The order of precedence shall be as follows:

- (i) The Agreement
- (ii) The Showpad Order Form ("Order Form");
- (iii) The Customer 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.

1.1. TRIAL VERSION. Notwithstanding anything to the contrary under this Agreement, in case Customer has been granted the right by Showpad to participate in a free trial of the Licensed Product, such a free trial is granted:

- i) for a term of fourteen (14) calendar days. However, Showpad always has the right, in its full discretion, to shorten or lengthen this term, and, without any motivation being required and without any compensation being due under whatever form or for whatever damages, to terminate the free trial at any moment and with immediate effect;
- ii) ON AN "AS IS" and "AS AVAILABLE" BASIS WITHOUT ANY IMPLICIT OR EXPLICIT WARRANTIES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) AND YOU AGREE THAT SHOWPAD DISCLAIMS ANY SUCH WARRANTIES.
- iii) WITHOUT ANY LIABILITIES OF SHOWPAD WHATSOEVER (DIRECT, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES), UNDER ANY THEORY OF LAW EVEN IF SHOWPAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS WHERE SHOWPAD'S LIABILITY CANNOT BE EXCLUDED, SHOWPAD'S LIABILITY SHALL BE LIMITED TO AN AMOUNT OF FIFTY (50,00) EURO IN THE AGREGATE (OR TO THE MAXIMUM EXTENT PERMITTED BY LAW WHERE NO FURTHER EXCLUSION IS LEGALLY ALLOWED). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

The other terms of this Agreement will apply equally to such trial version as far as relevant.

2. LICENSE

Subject to payment of the applicable fees as stated in the Order Form ("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 Showpad SaaS Solution as identified in the Order Form and in the format as it is being offered ("Licensed Product"), in accordance with the written documentation as customarily provided, published and/or made available by Showpad with the Licensed Product ("Documentation"), and allow corresponding usage of the Licensed Product by such users as authorized by Customer ("Users"), during the term as confirmed on the Showpad invoice ("Subscription Term"), for Customer's own business purposes, and for such electronic data or other electronic information, belonging to or controlled by the Customer and as submitted by the Customer or its Users for processing by the Licensed Product ("Customer Data").

2.1. 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.

2.2. 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 suggestions, User posts, comments, enhancement requests, recommendations or any other feedback (in any form) in respect to the Licensed Product ("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, platforms or services ("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 Customer's or User's computing device ("Device"), and that 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 granting 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 technical data, analytical data, functional data and/or metadata, related to, or resulting from (the processing of) the Customer Data ("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. FEES & PAYMENT

8.1. Customer shall pay the applicable Fees and in the currency as stated in the respective Order Form. Except as otherwise agreed upon, Fees are based on the number of licenses purchased, not actual usage.

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

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

8.4. 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.



8.5. Invoices are due net thirty (30) calendar days from invoice date.
8.6. Customer is responsible for maintaining complete and accurate billing and contact information within the billing center of the Licensed Product, and updating such appropriately.
8.7. 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 exclusive 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 SHOWPAD'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 OR 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 from 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.

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. 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.

17.3. 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.

17.4. Showpad may assign this Agreement in its entirety together with all rights and obligations hereunder, without consent of the Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

17.5. 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.

17.6. 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.

17.7. 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.

18. GOVERNING LAW & DISPUTE RESOLUTION

Where Showpad Inc. is licensor: This Agreement shall be governed by and construed in accordance with California law, excluding its conflict of laws principles. Any action seeking interpretation, enforcement and/or ending of this Agreement or any provision hereof shall be brought exclusively before any of the competent courts within the State of California, County of San Francisco. Each party hereby agrees to submit to the jurisdiction of such courts.

18.1. Where Showpad NV is the licensor: This Agreement shall be governed by and construed in accordance with Belgian law, excluding its conflict of laws principles. 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.

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

