Reselling Agreement

Version 1.4 October 12 2015

This Reseller Agreement (as defined below) will apply to the sub-licensing of the Service (as defined below). The acceptance of the Reseller Agreement constitutes a valid and binding agreement between you and AppMachine. By subscribing to AppMachine's reseller program, you agree to be bound by this Reseller Agreement. Please read this Reseller Agreement carefully so that you know what your rights and obligations are when subscribing to AppMachine's reseller program. This Reseller Agreement is available for download and print at http://www.appmachine.com/ResellingAgreement.pdf.

Article 1 Definitions

1.1 In this Reseller Agreement, the following terms, when capitalized, and whether used in the single or the plural, will have the following meaning:

the single of the plant, will have the following meaning.				
a.	<u>Annex</u> :	an annex to the Reseller Agreement;		
b.	<u>AppMachine</u> :	the company with private limited liability		
		under Dutch law AppMachine B.V., having its		
		registered office at Abe Lentstra Boulevard 44,		
		9449 JB in Heerenveen, The Netherlands;		
c.	<u>Confidential Information</u> :	any information that is marked or classified as		
		being of a confidential nature and any		
		information which a casual observer would		
		understand to be intended as confidential;		
d.	End Users:	Reseller's customers that are sublicensed the		
		right to access and use the Service by Reseller		
		in accorance with this Reseller Agreement;		
e.	<u>Error</u> :	the substantial failure to meet the functional		
		or technical specifications with regard to the		
		Service, as described in the Terms of Use;		
f.	Intellectual Property Rights:	any intellectual property rights and related		
		rights, including but not limited to copyrights,		
		database rights, design rights, rights to domain		
		names, know how, neighbouring rights,		
		patents, trade mark rights and trade name		
		rights;		

g. <u>Parties</u>: AppMachine and Reseller;

h. <u>Reseller</u>: the User (as defined in the Terms of Use) that

has agreed to this Reseller Agreement with AppMachine, as described in the Subscription

Form;

i. <u>Reseller Agreement</u>: this agreement, including the Annexes which

shall be incorporated herein by reference;

j. Service: the AppMachine service, as further described

in the Terms of Use;

k. <u>SLA</u>: the service level agreement that may have

been concluded between Parties, in which eent it shall be attached to the Reseller Agreement

as an Annex;

I. <u>Subscription Form</u>: the subscription form for AppMachine's

reselling programme, available at

http://design.AppMachine.com;

m. <u>Terms of Use</u>: AppMachine's terms of use for the use of the

Service, attached as Annex A and as available

for download and print at

http://www.AppMachine.com/EULA.pdf.

Article 2 Scope

- 2.1 This Reseller Agreement applies to the right to sub-license and any sub-licensing of access to and use of the Service by Reseller to End Users, for instance by means of developping Apps for End Users through the Service, as described in this Reseller Agreement, and any other (legal) acts between Parties.
- 2.2 Parties agree that the Terms of Use apply to the Reseller Agreement. Reseller qualifies as an End User under the Terms of Use and accepts the access and use of the Service in the same manner.
- 2.3 The Reseller Agreement may only be modified or deviated from by means of a written document signed by both Parties or a legally binding equivalent thereof including email.
- 2.4 In the event any part of this Reseller Agreement becomes or is declared to be invalid, such invalidity will not affect the rest of the Reseller Agreement. The Parties will determine the provisions to replace the invalid parts of the Reseller Agreement with. Such provisions should be most closely approximate to the parts concerned and legally valid.
- 2.5 In the event one or more provisions of this Reseller Agreement or the Annexes contradict one or more provisions of the (other) Annexes, the following order of precedence will apply:
 - 1. The Terms of Use;
 - 2. The Reseller Agreement;
 - The SLA (if any);
 - 4. The Subscription Form;

Thus, the SLA will have precedence on the Subscription Form; The Reseller Agreement will have precedence on the SLA; and the Terms of Use will have precedence on the Reseller Agreement.

Article 3 Appointment

- 3.1 AppMachine appoints Reseller as a non-exclusive "reseller" of the Service under the terms and conditions of this Reseller Agreement. However, the service is not sold to Reseller, and not allowed to be (re)sold by Reseller. Merely, the Service is licensed to Reseller under the terms and conditions of the Terms of Use, and Reseller is allowed to sublicense the Service to End Users. Reseller hereby accepts the appointment.
- 3.2 Reseller acts solely on its own behalf and for its own risk and responsibility. Reseller is not allowed to (give the impression that it is allowed to) act for or on behalf of AppMachine or to bind AppMachine in any way. AppMachine is in no way a party to any agreement between Reseller and End User.
- 3.3 Reseller is not allowed to appoint its own resellers for the sublicensing of the license to access to and/or use of the Service, without the prior written consent of AppMachine.

Article 4 Reseller's rights and obligations

- 4.1. Reseller is obliged to require End Users to agree to its end user license agreement, which agreements should be in line with the Terms of Use and may not damage of jeopardize AppMachine in any way. End Users may not use the Service without agreeing to such terms and conditions. Reseller is responsible and liable for any use made by End Users.
- 4.2 Reseller will use its best efforts to promote and sublicense the Service as much as possible.
- 4.3 Reseller will provide its sublicensed End Users with the necessary licenses to get their apps published in the application stores. Reseller will also provide true, complete and up-to-date data necessary for the publication of apps in the application stores. Reseller will be obliged to publish the apps only through the Service. Reseller warrants to comply with these obligations.
- 4.4 Reseller may use any marketing and promotional means it deems appropriate in the cours of the promotion and sublicensing of the Service. However, Reseller warrants that such means are legal and do not negatively affect Company's reputation or goodwill.
- 4.5 Reseller is obliged to provide any reasonable and desired cooperation as requested by AppMachine. Reseller is obliged to follow AppMachine's instructions promptly.
- 4.6 Reseller will employ sufficient staff, who are familiar with the operation of the Service, who can demonstrate the operation of the Service, and who can provide the required services to End Users.

- 4.7 Reller is not entitled to transfer, sell, rent, lease out, pledge, encumber or otherwise provide any rights and / or obligations under the Reseller Agreement to a third party without AppMachine's prior written permission.
- 4.8 Reseller will offer and provide 1st level support services for the Service to End Users, which includes at least a helpdesk for guidance and support.
- 4.9 AppMachine may provide 2nd level support to Reseller, in the form of consultations, assistance and advice concerning configuration and use of the Service for which Reseller's 1st level of support to End Users is insufficient. However, AppMachine does not guarantee that such 2nd level support will be sufficient. AppMachine's support can be provided by means of e-mail, Skype or AppMachine's ticket/support flow tool (if any). Such support may be available during 9:00 am CEST and 17:00 PM CEST between Mondays and Fridays excluding officially recognized holidays in The Netherlands.
- 4.10 If Reseller discovers a (suspected) Error in the Service, Reseller will immediately report such (suspected) Error to AppMachine. Reseller will undertake everything in its power that is reasonably necessary for AppMachine to reproduce, isolate and correct the Error. In the event AppMachine deems this appropriate, AppMachine will render reasonable efforts to provide Support to resolve the Error or to provide a workaround. Any other type of Support (including warranties with regard to response times and recovery times) is only available in case Parties have entered into a separate obligation thereto such as in a separate SLA.

Article 5 AppMachine's rights and obligations

- 5.1 AppMachine will provide ordered sublicenses to the Service in the same manner as stated in the Terms of Use.
- 5.2 AppMachine will provide Reseller with some free functionalities such as free no branding service and free use of a brandless previewer.
- 5.3 AppMachine will mention Reseller as an authorized reseller on its website, if requested by Reseller.
- 5.2 AppMachine may oblige Reseller to follow any training with regard to the Service and/or other trainings with regard to the promotion and sublicensing of the Service, or related services, at Reseller's own costs.
- 5.3 AppMachine may transfer its rights and obligations arising from the Reseller Agreement to a third party, and Reseller hereby irrevocably and already consents with such a transfer.

Article 6 Prices and payments

6.1 Reseller is free to determine its own prices, pricing models and discounts for the sublicenses to End Users.

- 6.2 Reseller will pay AppMachine for the purchased sublicenses and other remunerations, based on a monthly or yearly subscription. Reseller will collect the fees from End Users for its own account and risk.
- 6.3 In consideration for the right to operate as a reseller, Reseller is obliged to pay AppMachine a monthly or annual subscription as further indicated in Annex B (fee schedule).
- 6.4 Parties will invoice each other electronically for any amounts due.
- 6.5 Prices are in euros or USD and exclusive of VAT, insurance, import duties and other government imposed charges, such as taxes, duties and (other) levies. Reseller is responsible for the payment of such charges.
- 6.6 Reseller guarantees that the information provided to AppMachine, including but not limited to its contact details and payment details, will be complete, correct, truthful and up-to-date.
- 6.7 Reseller is obliged to inform AppMachine immediately about any inaccuracies in the fee schedules, payment details, offers and invoices. Reseller cannot hold AppMachine to any fee schedule, payment details, offers and invoices if Reseller should in all reasonableness should have known that this fee schedule, payment detail offer or invoice is an obvious mistake or obvious error in writing.
- 6.8 AppMachine is entitled to adjust the prices, including the prices mentioned in the fee schedule at all times. AppMachine will notice Reseller at least thirty (30) calendar days in advance of such adjustment. AppMachine is not obliged to notice Reseller of such adjustment in the event the adjustment is a consequence of governmental regulations or an adjustment in conformity with the Dutch Consumer Price Index.
- 6.9 All payments made to AppMachine are non-refundable.
- 6.10 Any payment required by third parties, for instance for third party software, equipment, hardware, licenses or services, will fall outside the scope of the Reseller Agreement and will be charged to Reseller separately by the concerning party or by AppMachine.
- 6.11 Any failure by End Users to meet their payment obligations towards Reseller, does not invalidate Reseller's obligation to pay AppMachine.
- 6.12 If Reseller fails to meet its payment obligations, Reseller shall owe legal interest as meant in article 6:119a of the Dutch Civil Code on the outstanding amount, without any written demand or notice of default being necessary.
- 6.13 If Reseller fails to meet its payment obligations, after a written demand or notice of default, AppMachine can pass on the claim for collection, in which case Reseller will be charged with the associated costs, which will be calculated as follows:

15% on the first € 2,500 of the claim, with a minimum of 40 euros

10% on the next € 2,500 of the claim

5% on the next € 5,000 of the claim

1% over the next 190,000 euros of the claim

0.5% on the balance, with a maximum of 6775 euros.

- Since Reseller is a professional party, this does not affect AppMachine's right to claim any costs and (additional) damages actually incurred.
- 6.14 This does not affect Company's right to claim any costs and (additional) damages actually incurred.
- 6.15 The data recorded by AppMachine will be the basis for all incoices and claims and will serve as proof of the payment obligations between Parties, unless and except to the extent Reseller can provide proof of the contrary.

Article 7 Intellectual Property Rights

- 7.1 Under the condition precedent of fulfillment of its payment obligations, AppMachine hereby grants Reseller a license to access and use the Service in order to demonstrate the Service to potential End Users to the extent reasonably necessary to promote the Service and to cause such potential End Users to become End Users, and to sublicense the Service. Any Intellectual Property Rights vested in the Service or other objects provided to Reseller shall remain with AppMachine and/or its licensors. Nothing in this Reseller Agreement is intended to transfer any Intellectual Property Rights to Reseller.
- 7.2 Under no circumstance is Reseller allowed to claim any Intellectual Property Rights regarding any materials or Service provided by AppMachine.
- 7.3 Reseller operates under its own name and at its own risk. However, Reseller is allowed to use AppMachine's trade name and logo in the course of the promotion and (re)selling of the Service, but may not create any impression that Reseller is a part of AppMachine or has any relationship other than as defined in article 3 of this Reseller Agreement.
- 7.4 Reseller will not register or use any trademarks, brand names, trade names, domain names or service user names (such as accounts on social media platforms), or register search terms in advertising services such as that of search engines (like Google Adwords), that are identical to or confusingly similar to any of AppMachine's Intellectual Property Rights.
- 7.5 At AppMachine's first request Reseller will take immediate action against any (suspected) violation of End User's obligations. In the event Reseller wishes to take action against any (suspected) violation of End User obligations on its own initiative, it will first consult AppMachine for the best course of action. AppMachine may prohibit Reseller to take any action.

Article 8 Privacy

8.1 To the extent that personal data will be processed in the framework of the Reseller Agreement, Reseller will be regarded as a processor under the Dutch Data Protection Act ("Wet bescherming persoonsgegevens") and/or other applicable privacy law.

Reseller warrants to comply with the obligations under applicable privacy law, including

- the obligations to agree with End User or inform End User about ensuring its privacy rights.
- 8.2 In the event that AppMachine deems this important for the performance of the Reseller Agreement, Reseller will inform AppMachine in writing, at its request, about how it fulfills its obligations under the Dutch Data Protection Act, and / or other applicable legislation the field of the protection of personal data.
- 8.3 Reseller will not process personal data that has been made available by AppMachine, other than for the purpose of performing the Reseller Agreement. Parties may conclude a separate data processor's agreement thereto.
- 8.4 Reseller is obliged to provide a form of security, which will meet the specifications expressly agreed upon between the Parties. AppMachine warrants that the security will, under all circumstances, comply with the agreed specifications relating to the security and in any case thus also in the event that the Parties have not expressly agreed upon specifications to a level of security that is reasonable, given the state of technology, the sensitivity of the data, and the associated security cost.

Article 9 Warranties and indemnities

- 9.1 Parties warrant that they are authorized to enter into this Reseller Agreement.
- 9.2 Reseller warrants to comply with its obligations under this Reseller Agreement.
- 9.3 In the event Reseller fails to meet one of these warranties, AppMachine is allowed to immediately terminate the Reseller Agreement, without any right to compensation or refund for Reseller. Such termination does not affect AppMachine's right to claim any costs and damages incurred, including the right to claim damages suffered because of loss of profit, loss of goodwill or loss of reputation.
- 9.3 Reseller indemnifies AppMachine against all claims of third parties, including End Users, governments and local supervisory authorities such as the Dutch Data Protection Agency ("College bescherming persoonsgegevens"), based on or resulting from (i) the charge that any of Reseller's acts are in any way unlawful, including but not limited to activities that are contrary to this Reseller Agreement and / or any breach of Intellectual Property Rights or (privacy) rights of third parties, including End Users, and / or (ii) the unlawful and / or improper performance of the Reseller Agreement by Reseller.
- 9.4 Without prejudice to the above, Reseller will inform AppMachine as quickly and as fully as possible in writing about any claim by third parties. Parties will consult with each other on the handling of third party claims. Reseller will follow any of AppMachine's instructions. Reseller will not settle with that third party, or make any attempt thereto, or otherwise communicate with the third party, without AppMachine's prior written consent.

9.5 AppMachine will provide all services and other (legal) acts on the basis of a best efforts obligation, unless explicitly agreed in writing that AppMachine undertakes to achieve a specific result and the result in question is sufficiently dertermined.

Article 10 Limitation of liability

- 10.1 AppMachine's liability for damages resulting from or relating to attributably failing ("toerekenbare tekortkoming") to perform the Reseller Agreement, for unlawful act ("onrechtmatige daad") or otherwise will be excluded.
- 10.2 Reseller's only remedy in the event of an attributable failure, unlawful acts of AppMachine, or other cause of damages, is to terminate the Reseller Agreement in conformity with article 15.
- 10.3 In the event that AppMachine is liable for damages under a mandatory or peremptory rule of law, the damage will be limited to compensating for direct damages for a maximum amount per event not exceeding the amounts paid by Reseller during the month prior to the event causing the damages per event (a series of connected events being considered as one event). In no event will AppMachine's total, aggregate liability, exceed EUR 1,000.-.
- 10.4 Company's liability for consequential damages arising out of, or in connection with the Reseller Agreement, such as, but not limited to, loss of profit, loss of business, loss of anticipated savings, or any other similar financial loss or loss of goodwill or reputation, or other incidental, indirect, punitive or exemplary damages of any kind, such as loss of data or defects that do not qualify as an Error, independent of whether Reseller provides notice to AppMachine of such potential injury, damages or loss, is excluded. Moreover, Company's liability is excluded for any payments made or other costs or damages relating to or caused by an End User, for whatever reason.
- 10.5 In any event, Reseller's right to claim under the Reseller Agreement shall lapse one (1) year after the occurrence giving rise to the claim or action.
- 10.6 The limitations mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by AppMachine or its managers.
- 10.7 Reseller will have its (legal and contractual) liability towards AppMachine, End Users and third parties adequately insured and will keep it insured as such for the duration of the Reseller Agreement. Reseller will furthermore insure its business risks under normal conditions.

Article 11 Force Majeure

- 11.1 Parties are not obliged to perform any obligation as specified in the Reseller Agreement, if prevented from doing so as a result of force majeure ("overmacht"). Force majeure will in any case not include:
 - a. strikes;
 - b. illness or other non-availability of AppMachine's employees;
 - c. AppMachine's business interruptions;
 - d. delay in distribution by AppMachine its suppliers;
 - e. defects in materials;
 - f. confiscation of AppMachine's supplies or inventory;
 - g. shortage of equipments, employees or materials, including software and / or (storage);
 - h. capacity;
 - i. mutilated, lost or corrupted data;
 - j. liquidity or solvency problems on the part of AppMachine;
 - k. force majeure of AppMachine its suppliers;
 - I. the improper performance of obligations by AppMachine its suppliers;
 - m. deficiency of items, equipment, software or materials;
 - n. malfunction of the Internet, computer network or telecommunications facilities;
 - o. manpower requirements; and/or
 - p. transport problems.
- 11.2 If a situation of force majeure exists, Parties will inform each other as soon as possible of such a situation by written notice. If a situation of force majeure continues for longer than ninety (90) days after such notice, both Parties will be entitled to terminate the Reseller Agreement in writing.

Article 12 Non-sollicitation

12.1 Without the prior written consent of AppMachine, Reseller will not, for the duration of the Reseller Agreement or for a period of 6 (six) months after termination or rescission of the Reseller Agreement, employ, attempt to employ or procure the employment by any third party of any person who has been in the employment of AppMachine during the period of the Reseller Agreement. "Employment" includes engagement under a contract for services.

Article 13 Confidentiality

13.1 Reseller will not, without AppMachine's prior written consent, disclose to any third party, or use any Confidential Information, except:

- (i) to the extent that such information is or becomes public knowledge through no breach of this Reseller Agreement, or
- (ii) to the extent such information is acquired or generated by either party independently from the other, otherwise than by reason of a breach of this Reseller Agreement (and there is proof thereof).
- 13.2 Notwithstanding the foregoing, Reseller may disclose Confidential Information when required pursuant to the order of a court of competent jurisdiction or by rule or regulation of an administrative agency to which Reseller is subject, provided that Reseller will reasonably cooperate with AppMachine, at Reseller's own expense, in seeking a protective order or in otherwise preventing or restricting such disclosure.
- 13.3 Notwithstanding the foregoing, it is agreed that the disclosure by Reseller of information to its employees / staff will not constitute a breach of this article, provided that Reseller imposes on such employee / staff the same obligations as to confidentiality equivalent to those set out herein.
- 13.4 Confidential Information shall be returned or, at request, destroyed upon the earlier of:
 - (i) the termination or rescission of the Reseller Agreement; or
 - (ii) at AppMachine's request.
- 13.5 Reseller will not disclose the existence or terms of the Reseller Agreement without AppMachine's prior written consent, except:
 - (i) as necessary for the execution of this Reseller Agreement;
 - (ii) to its lawyers, accountants, and other professional advisors,
 - (iii) as required by law,
 - (iv) pursuant to a mutually agreeable press release, provided that any third party to whom the terms of the Reseller Agreement are to be disclosed signs a confidentiality agreement, or is otherwise bound to confidentiality obligations with respect to such information, at least as restrictive as those contained herein.
- 13.6 Reseller warrants that all Confidential Information received from AppMachine, and any information received from AppMachine of which it knows or reasonably should know to be confidential in nature shall remain confidential for the duration of the Reseller Agreement and for a period of three (3) years thereafter. Unless AppMachine provided its prior written consent, Reseller will not use the Confidential Information outside the scope of what the Reseller Agreement permits, including the provision to third parties and/or its staff. Reseller shall only use confidential information for the purposes for which they have been disclosed by Company.
- 13.7 Reseller warrants compliance with this article by itself and by its staff.

Article 14 Penalty

- 14.1 In the event of violation of articles 7, 8, 12 and/or 13 Reseller will promptly notify AppMachine of such a violation, by means of a written notification confirming that the violation exists, when it is committed and any other relevant information as much as possible. Reseller will take all reasonable steps to prevent further violations. Reseller will provide AppMachine with all assistance necessary to defend AppMachine's rights and interests, including but not limited to provide AppMachine the opportunity to AppMachine to take any (other) (legal) measures to prevent further violations.
- 14.2 In the event of violation of article 7,8, 12-13 and/or 14.1, Reseller will incur a contractual fine of EUR 50,000.- (fifty thousand euros) per violatio nand EUR 5,000.- (five thousand euros) per day that the violation continues. This provision does not prejudice AppMachine's right to exercise any other legal and / or agreed remedy, including but not limited to the right to claim (additional) damages (whether or not in combination with the aforementioned penalty).

Article 15 Term and termination

- 15.1 The Reseller Agreement will be valid for a month or a year, depending on the subscription paid for. After such initial period, the Reseller Agreement is automatically renewed for additional periods of a month or year, unless either Party terminates the Reseller Agreement by means of an e-mail to the other Party, by taking into account a notice period of one months.
- 15.2 AppMachine will be entitled to fully or partly terminate the Reseller Agreement by a 1 (one) month prior written notice, in the event Reseller fails to comply with the Reseller Agreement, more specifically if Reseller violates articles 4, 6, 12-13 and/or 14. AppMachine will be entitled to terminate the Reseller Agreement immediately if such failure constitutes an attributable failure of Reseller, or if it cannot be reasonably expected that AppMachine wishes to continue the Reseller Agreement at sole discretion of AppMachine.
- 15.3 Any invoice sent before the date of termination will remain due and in full effect and will become immediately payable on termination. Upon termination, Parties will send a final invoice for any amounts due but not yet invoiced, including costs incurred by Parties prior to termination.
- 15.4 AppMachine will be entitled to fully or partly terminate or rescind the Reseller Agreement in the event Reseller fails to comply with the Reseller Agreement and fails to remedy such failure within a reasonable period after receipt of a written notice of default ("ingebrekestelling") specifying the nature of the failure.
- 15.5 In the event Reseller fails to comply with an agreed (payment)term AppMachine is allowed to fully or partly terminate or rescind the Reseller Agreement immediately, whether partly or wholly, without a notice of default being required. This provision does

- not prejudice AppMachine's right to exercise any other legal and / or agreed remedy, including but not limited to the right to claim damages and the right to claim a refund of the amounts paid to Reseller.
- 15.6 Company will be entitled to fully or partially terminate or rescind the Reseller Agreement, without notice of default being required, if Reseller whether or not temporary is granted suspension of payment, if the bankruptcy of Reseller is requested, if the company of Reseller is liquidated or terminated, other than for the purpose of reconstruction or merger, or if the controlling interest (>50%) in Reseller's company changes.
- 15.7 Upon termination, rescission or expiry of the Reseller Agreement, Reseller will cease immediately to perform activities under the Reseller Agreement. Reseller will return to AppMachine all materials and copies thereof to AppMachine, or to destruct such materials upon AppMachine its first request.
- 15.8 AppMachine will in no event be liable for any costs caused by termination, recession or expiry of the Reseller Agreement, nor will it be obliged to return or compensate already received benefits.
- 15.9 The right to use and sublicense the Service, as described in this Reseller Agreement, provided by AppMachine to Reseller will cease to exist immediately and automatically in case of termination, rescission or expiry.
- 15.10 If Reseller does not fully, timely or properly comply with its obligations, more specifically but not limited to the payment obligations mentioned in article 6, AppMachine has the right to full or partial suspension of or settle the execution of the Reseller Agreement, including but not limited to suspend or settle any payment of amounts due, on any ground whatsoever. Such suspension or settlement shall not constitute grounds for Reseller to suspend its own obligations. AppMachine is also entitled to claim the costs incurred, notwithstanding any of its other rights under the Reseller Agreement and/or applicable law, including but not limited to the right to claim (additional and alternative) damages.
- 15.11 The provisions, which by their nature are intended to survive the completion, expiration, termination or rescission of the Reseller Agreement, will survive such completion, expiration, termination or rescission, unless such a provision is expressively terminated or rescinded by AppMachine.

Article 16 Applicable law

16.1 The Reseller Agreement, the provision of the rights to (sublicense the rights to) acces and/or use the Service and the performance of any (other) (legal) acts under the Reseller Agreement are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

Article 17 Dispute resolution

17.1 All disputes which may arise between Parties may be submitted for final resolution to the competent court in the district of Amsterdam, The Netherlands.

Annexes:

Annex A: Terms of Use Annex B: Fee Schedule Annex C: SLA (optional)

Annex D: Data processor's agreement (optional)

Annex E: Forecast (optional)

Annex A Terms of Use

Annex B Subscription Schedule

Bundle	Monthly Pricing	Yearly Pricing
Up to 3 Apps	99	On request
Uo to 30 Apps	300	On request

Prices are excluded taxes and the presented prices are the same in Eur and USD.

Annex C SLA (optional)

Annex D Data Processor's Agreement (optional)

Annex E Forecast (optional)