

The following terms and conditions (the “**Terms**”) govern your access to, and use of, StoryTEQ’s cloud-based video creation, rendering and management platform and all related code, documentation, features, and services (collectively, “**StoryTEQ’s service**”). Therefore, please read these Terms carefully since they set out the legal rights and obligations between you and StoryMail B.V. (“**StoryTEQ**”, “**we**”, “**our**” or “**us**”).

By accessing, utilizing or using any part of the StoryTEQ platform, dashboard and/or any StoryTEQ’s related service, you, and any entity you represent, acknowledge that you have reviewed, and you agree to be bound by these terms. If you do not agree to these terms, you may not access or use any part of the StoryTEQ’s service.

- 1 Acceptance of these Terms.** We make the StoryTEQ’s service available under these Terms to our customers (“Customers”, “you”, or “your”) who have entered into an agreement with us by accepting a service or proposal from us in any form. The StoryTEQ’s service may be used for the rendering, creation, generation and delivery of audiovisual works (“Videos”) through our proprietary video platform.
- 2 Modifications to the Terms.** StoryTEQ reserves the right to change or modify the Terms from time to time. Posting the modified Terms on our website: www.StoryTEQ.com will give effect to the revised terms. Your continued use of the StoryTEQ service indicates Your acceptance of any revised terms. If You do not agree to the revised terms, please refrain from using StoryTEQ’s services.
- 3 Payment.** Your access to and use of the StoryTEQ’s service is provided at no additional charge to you under these Terms, but is expressly subject to your continued and timely payment in full of all applicable fees, taxes and other charges, as set forth in your Agreement with StoryTEQ. In any case of non-payment and/or untimely payment and/or incomplete payment, StoryTEQ has the right to (temporarily) suspend your right to the StoryTEQ’s services.
- 4 Access and Restrictions.** Subject to your compliance with these Terms, after an agreement, StoryTEQ grants you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable right of use of StoryTEQ’s service. As a condition to the foregoing you agree not (and shall not allow any third party) to:

- 4.1 copy, distribute, rent, lease, lend, use for timesharing, commercially host, export, modify, adapt, translate, enhance, customize, or otherwise create derivative works of, the StoryTEQ's service or any part thereof;
- 4.2 reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, the StoryTEQ's service or any part thereof, except as expressly permitted by the law in effect in the jurisdiction in which you are located;
- 4.3 remove or modify any proprietary notices, labels or legends on or in the StoryTEQ's service;
- 4.4 disable any security or technological features of the StoryTEQ's service;
- 4.5 use, post, transmit or introduce any device, code, routine or other item (including without limitation bots, viruses, worms, and Trojan horses) that interferes (or attempts to interfere) with the operation or integrity of the StoryTEQ's service;
- 4.6 use the StoryTEQ's service to design or develop any product or service that competes with the StoryTEQ's service or the business of StoryTEQ, or use the StoryTEQ's service for any unlawful or fraudulent purpose, to breach these Terms, or to infringe or misappropriate any third party intellectual property, privacy, or publicity right;
- 4.7 take any action that imposes or may impose, as determined in StoryTEQ's sole discretion, a disproportionately large load on the StoryTEQ's service infrastructure;
- 4.8 publicly disclose the results of any StoryTEQ's service benchmark (or similar comparison) test, without the express prior written approval of StoryTEQ;
- 4.9 use the StoryTEQ's service in a manner inconsistent with its then-current documentation.

5 Data.

- 5.1 **Data security.** StoryTEQ has put in place commercially reasonable physical, electronic, and organizational procedures to safeguard and secure the

information (Data) we collect, receive and/or process through or/and with StoryTEQ's services. More explicitly, but not limited by:

- 5.2 All the connections and applications (including login pages) on our end are SSL encrypted.
 - 5.3 StoryTEQ's account passwords and API access tokens are hashed. The stored data can only be accessed by using hashed access tokens.
 - 5.4 Our, and thus your Data, is stored on Google Cloud servers (and thus subject to Google Cloud's security measures).
 - 5.5 Generated Videos are only available through hashed URL's, therefore it is not possible to gain access to another person's unique Video.
 - 5.6 **License to Data.** As a Customer, you hereby grant StoryTEQ a royalty-free, paid-up, non-exclusive, irrevocable and worldwide license to access, log, retain and use all (Consumer) Data and Video files pertaining to your account, as well as all other data and content you provide to us, to: administer and make improvements to the StoryTEQ's service, as well as carry out related tasks, such, but not limited to; billing; generate and deliver Video's; collect and analyze Consumer Data and Video templates and files; and compile statistics, metrics, insights, and general trend data about the StoryTEQ's service for, among other things, StoryTEQ's marketing and promotional purposes. For clarity, as between you and StoryTEQ, all Consumer Data and Video files and templates shall be solely and exclusively owned by you. As used herein, Consumer Data means any data pertaining to Consumers' engagement with Video's (such as, without limitation, click-to-play events, percentage of Video's viewed, and click-through rates).
- 6 **Privacy.** You must not, and we shall never allow, (and shall not allow any third party to) use the StoryTEQ's service to track, collect or upload any data that personally identifies an individual (such as, but not limited to, a name, email address, or billing information) in violation of any applicable law or regulation. You must have, and at all times comply with, an appropriate privacy policy that conforms to the laws of your country / jurisdiction.
 - 6.1 As you use our Services, you (or we for you) may import (manually or automatically) into our system, personal information you have collected from your users / customers or other individuals. We have no direct relationship with these users / customers or any person other than you, and for that

reason, you are responsible for making sure you have the appropriate permission for us to collect and process information about those individuals.

- 7 **Feedback.** The StoryTEQ's service may include tools giving you the opportunity to provide us with feedback data (such as, but not limited to, comments, suggestions, and questions) about the StoryTEQ's service ("**Feedback**"). You agree that all rights, title and interest in and to all Feedback (even if provided to us other than through the StoryTEQ's service tools) are and shall remain the sole and exclusive property of StoryTEQ.
- 8 **Support.** In conjunction with any technical support and extended support to which you may be entitled under your Agreement, StoryTEQ provides email support for your use of the StoryTEQ's service under these Terms.
- 9 **Ownership.**
 - 9.1 **General.** All rights regarding the StoryTEQ platform and the StoryTEQ services, not expressly granted under these Terms are hereby reserved by StoryTEQ. In addition, the rights granted by StoryTEQ to you under these Terms shall terminate immediately upon the earlier of the termination of these Terms (as described in Section 16 below) or your breach of any provision of these Terms.
 - 9.2 **StoryTEQ's service.** All rights, title and interest in and to the StoryTEQ's service and its features (such as, but not limited to, graphics and interface), including all reproductions, corrections, modifications, customizations, enhancements and improvements thereof, as well as all related patent rights, copyrights, trade secrets, trademarks, service marks, goodwill, and intellectual property rights, are and shall remain the sole and exclusive property of StoryTEQ and/or its licensors.
- 10 **Confidentiality.** Both StoryTEQ and you may have access to certain non-public and/or proprietary information of the other, in any form or media, including without limitation trade secrets, technical data, technology, know-how, software codes and designs, price lists, and developments ("**Confidential Information**"). You acknowledge and agree that the StoryTEQ's service is or contains Confidential Information of StoryTEQ. Each party shall take measures at least as protective, but in no event less than a reasonable standard, as those taken to protect its own Confidential Information, to safeguard the Confidential Information of the other party from unauthorized disclosure and use. You may only use our Confidential Information to the extent explicitly granted under these Terms (if any), and you may only disclose our Confidential Information to

your employees who have a need to know such Confidential Information and who are subject to written confidentiality undertakings at least as protective of our Confidential Information as set forth herein. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the party disclosing it hereunder. In the event that either you or we (the “**Recipient**”) are required by law, regulation, judicial order or other administrative or legal requirement to disclose the disclosing party’s (the “**Discloser**”) Confidential Information, the Recipient agrees to notify the Discloser immediately in writing, unless otherwise prohibited by such law, regulation, order or requirement. Upon termination of these Terms (as described in paragraph 13), each party shall promptly return or destroy all Confidential Information of the other party and, upon request, certify same in writing.

- 11 **Compliance with Laws.** You agree to comply with all applicable international, national, state, regional and local laws and regulations in accessing and/or using the StoryTEQ’s service (or any part thereof) and in performing your obligations and exercising your rights under these Terms, including without limitation laws relating to privacy, data protection, and exports.
- 12 **Representations and Warranties.** You hereby represent and warrant that (a) you possess and shall maintain all rights, licenses and consents required to license to StoryTEQ the Consumer Data and Video Files, Interfaces & Templates and that such license does not infringe or misappropriate the intellectual property, privacy, and/or publicity rights of any third party; (b) you possess and shall maintain all governmental and administrative licenses, permits and approvals necessary to use the StoryTEQ’s service and to perform your obligations and exercise your rights under these Terms; and (c) all Video Files, Interfaces & Templates will (i) be free from any viruses, Trojan horses, worms, or other malicious code or items, (ii) not contain obscene language, pornography (or other adult-only content), defamatory, racist or similar content, (iii) not constitute a tort against any third party, and/or (iv) not infringe or misappropriate the intellectual, privacy or publicity rights of any third party.
- 13 **Termination.** You acknowledge and agree that when you are in violation of these Terms, StoryTEQ can, at any time, and without notice to you: (a) discontinue or modify any aspect of the StoryTEQ’s service; and/or (b) suspend or terminate your, or general, access to the StoryTEQ’s service (or any part thereof), and in such an event StoryTEQ shall not be liable to you or any third party for any loss, damage, or injury resulting or arising therefrom. Our

termination of your, or general, access to, the StoryTEQ's service shall constitute our termination of the Terms, and any Account you may have shall become cancelled upon such termination.

14 Disclaimer of Warranties.

- 14.1 You assume all responsibility for the selection of the StoryTEQ's service to achieve your intended results. You also acknowledge and agree that the below exclusions and disclaimers are an essential part of these Terms. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply. References below to the "StoryTEQ's Service" include the StoryTEQ's service as a whole as well as each part thereof.
- 14.2 The StoryTEQ's service is provided on an "as is" and "as available" basis, and you acknowledge that there are no representations, warranties or claims of any kind made by StoryTEQ with respect to the StoryTEQ's service, whether express, implied or statutory, including without limitation warranties of quality, performance, merchantability, fitness for a particular purpose, non-infringement, and title, or otherwise arising from a course of dealing or usage of trade.
- 14.3 StoryTEQ does not warrant that the StoryTEQ's service will operate uninterrupted, error free, according to your needs, or that defects will be corrected. StoryTEQ does not offer a warranty or make any representation or claim regarding any content, materials, information, or results that you create or obtain through the StoryTEQ's service (such as the likelihood of increasing consumer retention, engagement or revenues). Your use of, and reliance upon, the StoryTEQ's service, is entirely at your sole discretion and risk, and StoryTEQ shall have no responsibility or liability whatsoever to you in connection with any of the foregoing. That being stated, StoryTEQ will try it's upmost to ensure uninterrupted, error free access to the StoryTEQ service.
- 14.4 You agree that StoryTEQ will not be held responsible or liable for any consequences to you or any third party that may result from technical problems of the internet, slow connections, system failure, outages, traffic

congestion, overload of our or other servers, or other events beyond StoryTEQ's reasonable control.

- 15 **Limitation of liability.** Notwithstanding any other provision in these terms, and to the fullest extent permitted by applicable law:
- 15.1 StoryTEQ will not be liable to you or any third party for any indirect, consequential, incidental, punitive or special damages of any kind, or for your, or any third parties, loss of profits, revenues, business opportunity, or data, arising out of these terms or in connection with the use of, or inability to use, the StoryTEQ's service (or any part thereof), whether based on a claim or action in contract, tort (including negligence) strict liability, breach of statutory duty, or otherwise, even if StoryTEQ has been advised of the possibility of such damages, and even if direct damages do not satisfy a remedy.
- 15.2 StoryTEQ's aggregate liability to you or any third party for any loss and/or damages under these terms or in connection with the use of, or inability to use, the StoryTEQ's service (or any part thereof), shall not exceed the total amount of fees paid by you to StoryTEQ (if any) hereunder in the twelve (12) months prior to bringing the claim.
- 16 **Indemnification.** You agree to indemnify and hold harmless StoryTEQ and its subsidiaries, its affiliates, officers, directors and employees, from and against any and all liability, losses, claims, damages and expenses, including but not limited to reasonable attorney's fees and costs of litigation, related to Your

breach of these Terms, or to any Content You submit or post, or to Your use of the Platform, or to Your violation of any rights of a third party.

17 **Publicity.** You agree that StoryTEQ may use your company logo on StoryTEQ's customer list and website to disclose that you are a licensee and customer of StoryTEQ.

18 Miscellaneous.

18.1 **Relationship.** The relationship between you and StoryTEQ is solely that of independent contractors. Nothing in these Terms shall be construed to create a partnership, joint venture, employment or agency relationship.

18.2 **Governing Law.** These Terms shall be governed by, and construed in accordance with, the laws of the Netherlands, without regard to their conflicts of law rules and principles.

18.3 **Jurisdiction and Venue.** You agree that any action, proceeding, controversy or claim (each, a "**Dispute**") under or arising out of these Terms, between you and StoryTEQ, shall be brought and resolved only in the courts located in the Netherlands, and you hereby irrevocably submit to the personal jurisdiction and venue of such courts with respect to a Dispute. Notwithstanding the foregoing, equitable relief may be sought in any court of competent jurisdiction.

18.4 **Severability.** In the event any provision of these Terms is ruled to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and a valid, legal and enforceable provision of similar legal intent and economic impact shall be substituted therefor.