

GroupStrat BV Cloud Services Agreement with Customer

This Agreement ("Agreement") is between GroupStrat B.V. ("GroupStrat" or "GroupStrat BV"), a Netherlands, Europe based company, and Customer, regarding the platform CouncilWise.

1 Access to the CouncilWise Services.

1.1. The Software is controlled by GroupStrat BV. Customer may access the Software, but has no right to receive a copy of the object code or source code to the Software.

1.2. Customer may use CouncilWise Software and use Services on devices with compatible software (i.e. browsers, email services, etc). CouncilWise's website indicates optimal environment for usage of CouncilWise Services.

1.3. CouncilWise is regularly upgraded and updated. This means that the Services are continually evolving. These changes will occur automatically. As much as possible GroupStrat will notify Customer upfront.

1.4. GroupStrat solely owns the intellectual property of CouncilWise (except for third party components) and the documentation.

1.5. GroupStrat deploys server(s) from qualified service providers.

2 Conditions of Use. The Services provided to Customer are non-exclusive. Customer's right to use the Services is conditional upon the following. Customer may not:

2.1. transfer to any other person any of its rights to use the Services;

2.2. sell, rent or lease the Services;

2.3. make the Services available to anyone who is not an "Authorized User", either a "Named" or "Concurrent" user;

2.4. create any derivative works based upon the Services or Documentation;

2.5. copy any feature, design or graphic in, or reverse engineer the Software;

2.6. access the Services (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if Customer is an employee of a CouncilWise competitor;

2.7. use the Services in a way that violates any criminal or civil law;

2.8. load test the Services in order to test scalability.

3 Customer Data

3.1. Customer is solely responsible for the content and accuracy of the Customer Data, e.g. project descriptions, email addresses;

3.2. The email addresses belong to Customer, and GroupStrat makes no claim to any right of ownership in it.

3.3. GroupStrat must keep the Customer Data confidential in accordance with Section 10 of this Agreement.

3.4. GroupStrat must use the Customer Data strictly as necessary to carry out its obligations under this Agreement with regard to CouncilWise, and for no other purpose. However, GroupStrat:

3.4.1. may observe and report back to Customer on Customer's usage of the Services, and make recommendations for improved usage of the Services;

3.4.2. may analyse usage, identify improvements and subsequently develop new features or improve the software based on those analysis; and,

3.5. GroupStrat must comply with the principles of the EU Data Protection Directive 95/46 and the Telecoms Data Protection Directive as amended ("the Directives") and any successor legislation, in relation to any "personal data" received by or originating from Customer and Customer clients of GroupStrat, to the extent that the Directives apply to "data processors".

3.6. GroupStrat must take reasonable technical and organizational measures to keep personal data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and, must deal with the information only in accordance with Customer's instructions, provided they are reasonable and lawful.

3.7. GroupStrat undertakes reasonable efforts to back up Customer Data once in each 24-hour period.

4 Services Warranties. GroupStrat warrants that she owns or otherwise has the right to provide the Services to Customer under this Agreement. The remedies set out in this Section 4 are Customer's exclusive remedies for breach of either warranty.

4.1. If the Services do not function substantially, GroupStrat must, at its option, either

(i) modify the Services, taken into account article 1.2; or

(ii) provide a workaround solution that will reasonably meet Customer's requirements. If neither of these options is commercially feasible, either party may terminate Agreement.

4.2. If the normal operation, possession or use of the Services by Customer is found to infringe any third party, intellectual property right or GroupStrat believes that this is likely, GroupStrat must, at its option, either

(i) obtain a license from such third party for the benefit of Customer;

(ii) modify the Services so that they no longer infringe; or

(iii) if neither of these options is commercially feasible, terminate Agreement.

4.3. However, GroupStrat has no warranty obligations for:

4.3.1. the extent that Software has been modified by Customer or any third party, unless the modification has been approved in writing by GroupStrat;

4.3.2. a version of the Services that has passed its end-of-life date;

4.3.3. or, problems in the Services caused by any third party software or hardware, by accidental damage or by other matters beyond GroupStrat's reasonable control.

5 Term of Agreement

This Agreement starts when Customer's Account is activated, or at a date as agreed upon in the contract between Customer and GroupStrat, and ends after 12 months, or as agreed upon in that same contract.

6 Payments

6.1 The Enterprise version allows for delayed payment. Payments are due 14 days upon invoicing.

6.2. GroupStrat may charge a financial compensation of 1.5% per month when payments are more than 28 days overdue. Customer shall bear all of GroupStrat's costs of collection of overdue invoices, including reasonable attorneys' fees.

7 Termination and Suspension

7.1 Either party may terminate rights granted under Agreement if the other breaches any material term of this Agreement, and the breach is not cured within 30 days of written notice.

7.2. Instead of terminating rights granted to a Customer, GroupStrat may suspend the provision of Services to Customer for a period of up to 45 days. At any time during that period, GroupStrat may terminate the rights granted to Customer.

7.3. Sections 2.4, 2.5, 2.6, 6, 8, 9, 10, 11, 12, 13, 14 continue after this Agreement ends.

7.4. If GroupStrat terminates this Agreement because of non-payment by Customer, all unpaid fees for the remainder immediately fall due for payment. Upon termination, Customer may download historic reports in its account for at least 7 days upon Termination. However, GroupStrat may retain Customer Data in backup media for an additional period of up to 12 months, or longer if required by law, or for reasons as described in 3.4.2.

8 Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND GROUPSTRAT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GROUPSTRAT DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

9 Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES, SOFTWARE AND DOCUMENTATION

NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SERVICES OR WORK PRODUCT. EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER TO GROUPSTRAT UNDER AGREEMENT DURING THE 3 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF GROUPSTRAT'S INTELLECTUAL PROPERTY RIGHTS, OR A BREACH OF SECTION 10 OF THIS AGREEMENT, OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

10 Confidentiality.

10.1. The Services, Software, Documentation contain valuable trade secrets that are the sole property of GroupStrat, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer must take reasonable care to prevent unauthorized access to or duplication.

10.2. The Customer Data may include valuable trade secrets that are the sole property of Customer. GroupStrat must take reasonable care to prevent other parties from learning of these trade secrets.

10.3. Sections 10.1 and 10.2 do not apply to any information that

(i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available;

(ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records;

(iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or

(iv) is required to be disclosed by European law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

11 Indemnification by GroupStrat.

11.1. GroupStrat must indemnify and hold harmless Customer, its affiliates, directors and employees from any damages finally awarded against Customer (including, without limitation, reasonable costs and legal fees incurred by Customer) arising out of any third party suit, claim or other legal action alleging that the use of the Services or Documentation by Customer infringes any copyright, trade secret or patent, ("Legal Action"). GroupStrat must also assume the defense of the Legal Action.

11.2. However, GroupStrat shall have no indemnification obligations for any Legal Action arising out of:

(i) a combination of the Services or Software with software or products not supplied, or approved in writing by GroupStrat;

(ii) any repair, adjustment, modification or alteration to the Services by Customer or any third party, unless approved in writing by GroupStrat; Customer must give written notice to GroupStrat of any Legal Action no later than 30 days after first receiving notice of a Legal Action, and must give copies to GroupStrat of all communications, notices and/or other actions relating to the Legal Action. Customer must give GroupStrat the sole control of the defense of any Legal Action, must act in accordance with the reasonable instructions of GroupStrat and must give GroupStrat such assistance as GroupStrat reasonably requests to defend or settle such claim. GroupStrat must conduct its defense at all times in a manner that is not adverse to Customer's interests. Customer may employ its own counsel to assist it with respect to any such claim. Customer must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with GroupStrat or its counsel, or because GroupStrat fails to assume control of the

defense. Customer must not settle or compromise any Legal Action without GroupStrat's express written consent. GroupStrat shall be relieved of its indemnification obligation under Section 11 if Customer materially fails to comply with Section 11.2..

12 Indemnification by Customer.

12.1. Customer must indemnify and hold harmless GroupStrat, its affiliates, directors, and employees from any damages finally awarded against GroupStrat (including, without limitation, reasonable costs and legal fees incurred by Customer) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the Customer Data, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the Customer Data ("Legal Claim").

12.2. GroupStrat must give written notice to Customer of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim, and must give copies to Customer of all communications, notices and/or other actions relating to the Legal Claim. GroupStrat must give Customer the sole control of the defense of any Legal Claim, must act in accordance with the reasonable instructions of Customer and must give Customer such assistance as Customer reasonably requests to defend or settle such claim. Customer must conduct its defense at all times in a manner which is not adverse to GroupStrat's interests. GroupStrat may employ its own counsel to assist it with respect to any such claim. GroupStrat must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Customer or its counsel, or because Customer fails to assume control of the defense. GroupStrat must not settle or compromise any Legal Claim without Customer's express written consent. Customer shall be relieved of its indemnification obligation under Section 12 if GroupStrat materially fails to comply with Section 12.2..

13 Publicity.

13.1. GroupStrat may list Customer as a customer and use Customer's logo on CouncilWise's website, on publicly available customer lists, yet press releases are subject to the Customer's approval.

14 Miscellaneous.

14.1. This Agreement represents the entire agreement of the parties, and supersede any prior or current understandings, whether written or oral.

14.2. This Agreement may not be changed or any part waived except in writing by the parties.

14.3. This Agreement will be governed by Dutch law.

14.4. Customer must not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of GroupStrat. GroupStrat may not withhold such consent in the case of an assignment by Customer of its rights and obligations to an entity that has acquired all, or substantially all of Customer's assets, or to an assignment that is part of a genuine corporate restructure. Any assignment in breach of this Section is void.

15 Glossary.

15.1. "Customer Data" refers to personal information (name, email address) of respondents and users of CouncilWise account, including respondents' information shared in while deploying CouncilWise (their votes, opinions), stored in the Software database.

15.2. "Documentation" means user (periodically updated) documentation provided (electronically) by GroupStrat for use with the Services.

15.3. "Software" means the software to deploy CouncilWise.

15.4. "Services" means the cloud-hosted customer experience solutions, and any modifications periodically made by GroupStrat.

15.5. An "Authorized User" is an employee of Customer, or a person to whom Customer has outsourced services, who is authorized to access the Software as either a "Named" (user is registered by his/her own email address) or "Concurrent" (user is not registered by his/her own email address but is granted access via a Named user) user.

GroupStrat BV, CouncilWise, October 2016, The Netherlands, The Hague, Europe