

## INVENTIVE DESIGNERS SOFTWARE AS A SERVICE TERMS

Please read these Software As A Service Terms of Inventive Designers carefully. These terms apply to the different Services offered on an "as a service" basis to Inventive Designers' customers. The provisions as stated in these terms apply to each of those Services to the fullest extent relevant.

By downloading, installing, accessing, or in any way using all or any portion of the Services you agree to these terms which complements the Agreement between Inventive Designers or their legal representative and the Company. If you are accepting these terms on behalf of a company or other legal entity or on behalf of another person, you represent and warrant that you have full authority to bind that person, company, or legal entity to these terms. You agree that these terms are enforceable like any written negotiated agreement signed by you. If you do not agree to these terms, do not download, install, access, or in any way use the Software.

### 1. DEFINITIONS

Capitalized notions have the meaning given to them in article 2 (Definitions) of the Services Agreement, unless otherwise defined below:

- 1.1. "Company IP" means all Company Data and information input into the Services by Company and any other materials provided by Company under this Agreement;
- 1.2. "Company Personal Data" means any Personal Data processed by Inventive Designers on behalf of Company pursuant to or in connection with the Agreement;
- 1.3. "Documentation" means the documentation setting out the details of the service delivery, provided to the customer via the documentation portal at <https://docs.scripturaengage.com/en/index.html>;
- 1.4. "Error" shall mean any material verifiable and reproducible failure of the Services to conform in all material respects to features and functions as described in the Documentation (specifically excluding any non-conformity resulting from Misuse);
- 1.5. "Inappropriate Content" means any content which is or may be construed as obscene, indecent, pornographic, seditious, offensive, defamatory, libellous, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous, harmful to children, violative of third party intellectual or industrial property rights or otherwise in breach of any Law;
- 1.6. "Misuse" shall mean any use of the Services otherwise than in accordance with this Agreement, the Documentation or any other written instructions provided by Inventive Designers, modification or change of the Services without Inventive Designers' written consent, use of non-current releases and/or Updates of the Services, problems caused to the Service by Company IP, combining or merging the Services with any hardware or software not authorized in writing by Inventive Designers to be so combined or merged by Company, or any other use contrary to the terms of this Agreement.
- 1.7. "Retention Period" means a period of thirty (30) calendar days after termination of the Services takes effect. The Retention Period can be extended with explicit approval of Inventive Designers and only if Company agrees to pay the costs associated with extending the Retention Period;
- 1.8. "Security Incident" means a loss, unauthorized acquisition, or misuse of Company Personal Data in Inventive Designers' control. Without limitation, Security Incident does not include events that do not result in unauthorized access to Company Personal Data or to any Inventive Designers systems storing Company Personal Data (including, without limitation, attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, and similar incidents);
- 1.9. "Service" means the access and use, via the Internet, of the cloud-based Software provided by Inventive Designers to Company, as described in the Services Agreement, and including any

modifications, enhancements, additions, extensions, translations and derivative works and programming code and other associated technologies related to the Services;

- 1.10. "Software" means the software accessible as part of the Services;
- 1.11. "Term" means the term for which the right of use, as described in clause 3, is granted to the Company and as is indicated in the Services Agreement;
- 1.12. "Updates" means updates, enhancements, derivatives, improvements and translations to the Services (including any Software associated with any Service, if applicable), new Service features and versions and correction of Errors in the Services;
- 1.13. "User" means a person permitted by Company to use the Services by or on behalf of Company. The maximum number of users is set out in the Services Agreement
- 1.14. "Workaround" means a suggested set of actions or recommendations intended, when properly implemented, to restore the functionality of the Services or to provide equivalent or similar, but not inferior, functionality.

## 2. STRUCTURE OF THE AGREEMENT

- 2.1. The Services to be provided by Inventive Designers as well as the conditions under which the Services are provided, including applicable Charges, are set out in the Services Agreement.
- 2.2. The present Software As A Service Terms complement the agreement between Inventive Designers and the Company and should be read in conjunction with all documents that constitute the Agreement between the Parties.
- 2.3. The Agreement is entered into solely between Inventive Designers and the Company and not with any third-party service provider.

## 3. USE OF SERVICES

- 3.1. Subject to full and timely payment of all applicable Charges, Inventive Designers hereby grants to Company a limited, non-transferable, non-exclusive right to access and use the Services and Documentation during the Term.
- 3.2. The right of use as set out in clause 3.1 is limited at all times to the internal business purposes of Company and subject to the terms of this Agreement.
- 3.3. The Services may only be accessed and used:
  - (a) by the number of Users as mentioned in the Services Agreement;
  - (b) by the Users specifically indicated in the list of named and personal Users with Means of Access. (See Schedule **1** of the Services Agreement);
  - (c) in conformity with the server capacity or any other parameter of usage as agreed; and
  - (d) in accordance with the instructions as issued by Inventive Designers to Company, including Inventive Designers' user guides and other Documentation.
- 3.4. Inventive Designers expressly has the right to monitor the use of the Services and to verify whether the use is in compliance with the Agreement.
- 3.5. Company expressly agrees that for the provision of the Services, Inventive Designers has the right to use any of its affiliates or third-party subcontractors (including but not limited to hardware, software, networking, storage, and related technology required to run the Service).
- 3.6. The Company may solely use the Services as and in a way as expressly agreed in writing by Inventive Designers. For example, but without limitation, the Company shall not (nor will allow or facilitate a third party to):
  - (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party (except Users) the Services or access to the Services in any way;

- (b) modify, alter, tamper with or make derivative works based upon the Services;
  - (c) to the extent allowed under applicable law, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services or access the Services in order to: (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the Services; or (iii) copy any ideas, features, functions or graphics of the Services;
  - (d) access or use the Services in a way intended to avoid incurring Charges or exceeding usage limits or quotas;
  - (e) copy or reproduce all or any part of the Services; or
  - (f) remove any titles or trademarks, copyrights or restricted rights notices in the Services.
- 3.7. Company may order additional licenses of use at the then-current conditions offered by Inventive Designers.
- 3.8. Inventive Designers guarantees the Service Capacity as ordered by Company.
- 3.9. If Company's use of the Service exceeds the Service Capacity that Company is currently enrolled in, Company will be invoiced at the then current list price for such overages for the applicable month, in arrears.
- 3.10. In case of a trial version or test version of the Service, Company may use the specified Service only, and restricted to the timeframe it was explicitly authorized to evaluate, to use or test such Service. All other provisions of this Agreement, as far as relevant, will apply to such use.

#### 4. COMPANY OBLIGATIONS

- 4.1. Company shall be solely responsible for its actions and the actions of Users while using the Services and for the contents of its transmissions through the Services. Company shall ensure that all Users are provided with full information of and shall comply with Company's obligations under this Agreement. Company is fully responsible and liable for all use of the Services made by its Users. Company agrees, and agrees to have its Users agree:
- (a) to abide by all Laws applicable to Company's use of the Services, including, without limitation, laws relating to intellectual and industrial property rights and laws on the protection of personal data and all standard policies regarding internet regulations, policies and procedures then in effect of Inventive Designers (which can be delivered upon request);
  - (b) not to upload or distribute files that contain viruses, malicious files or other harmful code or any other similar software or programs that may access or damage the operation of the Services or another's computer or other devices. In case of a breach against this clause, Company will assist Inventive Designers in mitigating the effects of the virus, without prejudice to Inventive Designers' other rights and remedies in accordance with applicable law and this Agreement;
  - (c) not to interfere with or disrupt the Services, the data contained in the Services or networks connected to the Services;
  - (d) not to send or store any Inappropriate Content through the Services;
  - (e) not to attempt to gain unauthorized access to the Services or its related systems or networks.
- 4.2. Access to and use of the Services requires the use of means of access, such as login and password. Such means of access (jointly referred to hereinafter as "Means of Access") are strictly personal and cannot be shared among several Users. The Company is responsible for the safeguarding, confidentiality, security and appropriate use of the Means of Access by him and its Users and undertakes to take all steps to prevent any unauthorized third party from gaining knowledge and making use thereof. The Company will notify Inventive Designers immediately by communicating the loss, theft, breach of confidentiality or any risk of misuse of the Means of Access to the Support Center accessible at the following link

<https://support.inventivedesigners.com/>. The Company undertakes to comply strictly with and to ensure the compliance with the appropriate procedures regarding access to the Services. The Company guarantees to inform all of its Users of all appropriate information. Company is liable for (including, but without limitation) any losses, damages, claims, demands, actions, costs and expenses (including reasonable attorneys' fees and court costs) arising from or created by any of its acts or omissions related to the access or use of the Services.

- 4.3. Without prejudice to the provisions as set out expressly in the Agreement, Company, and not Inventive Designers, is responsible for taking all appropriate steps to back-up or otherwise secure or protect the Company Data.
- 4.4. Company agrees that Company is solely responsible for (and that Inventive Designers, acting as a mere service provider, has no responsibility to Company or to any third party) for any data, content and information that Company creates, transmits or displays through the Service and/or for Company IP, and for the consequences of Company's actions by doing so. Company has no obligation to monitor Company IP, but Company acknowledges that Inventive Designers has the right at all time, to remove Company IP which infringes applicable Laws and/or this Agreement.
- 4.5. Company shall notify Inventive Designers, within the shortest term possible after becoming aware of it, of any infringement against the Company's obligations as set out in this clause 4 and Company shall, without prejudice to Inventive Designers' other rights and remedies under applicable law and this Agreement, assist Inventive Designers in any way Inventive Designers sees fit to remedy such breach and/or to limit its consequences.
- 4.6. Company, and not Inventive Designers, is responsible for obtaining, maintaining and paying for all hardware, software and communications equipment necessary to access and use the Services. Those minimal requirements can be found in the Documentation portal accessible at the following link at <https://docs.scripturaengage.com/en/index.html>.
- 4.7. In its use of the Services, Company shall be solely responsible for and at all times shall comply with all Laws applicable to it, including without limitation Laws governing anti-discrimination, privacy and data retention, direct marketing and publicity and intellectual and industrial property rights. It will not use Company Data within the Services which is contrary to Laws or good practice, including but not limited to Company Data which is illegal, cruel, slanderous, unlawful, threatening, violating of third-party rights or which may not be processed on the basis of Laws or contract.

## 5. SERVICE DELIVERY

- 5.1. Inventive Designers will use commercially reasonable efforts to provide the Services in material conformity to what has been set out in the Documentation.
- 5.2. The Service shall be delivered during the Term, and in accordance with the provisions as set out in this Agreement, with the exclusion of any other commitment not expressly made by Inventive Designers in this Agreement.
- 5.3. In providing the Services, Inventive Designers will comply with the Service Levels under the conditions set out in the SLA.
- 5.4. Taking into account the nature of the Services as a software as a service model, the Company understands and agrees that Inventive Designers has the right to suspend access to the Services due to scheduled downtime for maintenance purposes, unscheduled maintenance, and system outages. Although Inventive Designers will use reasonable efforts to allow Internet access to the Services, Company agrees that since the Internet is neither owned nor controlled by any particular entity, Inventive Designers can make no guarantee that a User will be able to access the Services at any given time or that the Services will never be interrupted or that the Services (and any features thereof) will always be fully available and functional.
- 5.5. In its own full discretion and according to its own timetable (although preferably during planned maintenance), Inventive Designers may, but is under no obligation whatsoever to, issue Updates to the Services. Company has only access to the latest version of the Services. Company is not entitled to access components that are offered as add-ons or options in an Update or new version and that were not licensed to the Company. All costs associated with the implementation of

Updates on Company's side, will be borne by Company. Inventive Designers reserves the right, when issuing an Update to the Services, to remove any existing feature or functionality from the Services and the Company has no right to demand those features or functionalities to be supported by Inventive Designers; where such removal would have a material impact on the Services (in Inventive Designers' own discretion), Inventive Designers will inform the Company thereof reasonably in advance but no later than thirty (30) days prior to implementing the Update unless where such notice would be impossible or impractical due to legal or security requirements or performance related issues.

- 5.6. Customized Services, if relevant, may not be compatible with Updates. Any requests for compatibility of a customized Service with an Update are subject to an express agreement between the Parties.
- 5.7. The parties agree that Inventive Designers may in its sole discretion make changes to the Service from time to time or may suspend or terminate certain parts of the Services or the whole Services. In the latter case, Inventive Designers will notify Company thereof in writing and Inventive Designers shall, in the event of termination of the Services, provide a pro-rata refund of any pre-paid Charges for the periods after the effective date of termination which will be Company's sole and exclusive remedy in such event.
- 5.8. Inventive Designers undertakes to maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of all data submitted by Company through the Services.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Inventive Designers (and its licensors, where applicable) owns all right, title and interest, including all intellectual and industrial property rights, in and to the Services. In addition, Inventive Designers alone (and its licensors, where applicable) own all right, title and interest in and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Company or any other party relating to the Services.
- 6.2. This Agreement does not convey to Company any rights of ownership in or related to the Services, the Software or the intellectual and industrial property rights owned by Inventive Designers (or its licensors, where applicable) except as explicitly provided in this Agreement. Any trademarks used by Inventive Designers or its Affiliates/licensors within or associated with the Service, are trademarks of Inventive Designers or third parties, and no right or license is granted to Company to use them.
- 6.3. Company owns (and its licensors, where applicable, own) all right, title and interest, including all intellectual and industrial property rights, in and to the Company IP. Company grants to Inventive Designers a non-exclusive, worldwide right and license to use, adapt, display, perform and distribute all Company IP, in connection with the provision of the Services by Inventive Designers (including, but not limited to, regression testing and usage analytics) to Company and Company's use thereof.

## 7. WARRANTIES

- 7.1. Inventive Designers warrants that the Services will perform substantially in accordance with the Documentation and will undertake reasonable efforts to provide support and maintenance services, as further defined in the Service Level Agreement, to this end. Other than as provided in this Agreement, the Services are provided "as is" and Inventive Designers makes no representations or warranties, express or implied, of any kind whatsoever (including, without limitation, satisfactory quality, fitness for a particular purpose, custom or usage in trade). Inventive Designers further makes no representations or warranties regarding, without limitation, the security, integrity, efficiency or capabilities of the Services. Inventive Designers may not be able to respond to or resolve all issues of the Company, and makes no promises, guarantees or assurances to that extent.
- 7.2. Company's exclusive remedy for damage or loss arising from breach of the warranty as set out in clause 7.1 shall be, at Inventive Designers' option, (a) the replacement of the Services at no

- cost to Company; (b) a Workaround and/or Update to address the Error in a manner that provides Company with reasonably equivalent functionality as provided in the Documentation, at no cost to Company. If Inventive Designers is unable to replace, correct or provide a Workaround for such failure by exercising commercially reasonable efforts for a reasonable period of time, either party may terminate this Agreement, in accordance with art. 12.4 of the Services Agreement, and Company's sole additional remedy shall be for Inventive Designers to provide a pro-rata refund of any pre-paid Charges for periods after the effective date of termination.
- 7.3. Inventive Designers shall have no liability or responsibility for problems in the Services caused by Misuse, the alteration or modification of the Services by Company, for problems arising out of the malfunction of hardware, network services (whether or not internally with the Company), firewalls, or Errors caused by third party software or hardware or other infrastructure, or the configuration of such items.
- 7.4. Inventive Designers warrants to deliver the Services using commercially reasonable efforts and industry standards. For purposes of this provision, industry standards shall mean the standard of care exercised by software professionals in the development and programming of software under the same or similar circumstances as those to be encountered with Company's project, it being understood that it is nearly impossible (if not technically impossible or financially impractical) to develop software that will be bug free or that will perfectly conform to a user's purposes. Company's exclusive remedies for damage or loss arising from breach of this warranty shall be for Inventive Designers to use commercially reasonable endeavours to cure the defective Service or, at Inventive Designers' option, a refund of the portion of Charges allocable to such defective Service.
- 7.5. Company warrants that:
- (a) Company has obtained any and all authorizations necessary for the parties to fully perform this Agreement, and for the parties to use the Company IP to be used in conjunction with the Services; and
  - (b) Company IP does not violate any Laws or another persons' rights.
- 7.6. Each party further warrants that: (a) it has the right to execute this Agreement and act in accordance with its terms; (b) the execution and performance of this Agreement are within its respective corporate powers, have been duly authorized by all necessary corporate action, do not require any consent of or filing with any third party or governmental body or agency, and do not violate any Law, agreement, or the like or their respective charter or by-laws; and (c) this Agreement will constitute valid and binding obligations of that party enforceable against it in accordance with its terms.
- 7.7. Under no circumstances will Inventive Designers be liable for any consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable, based on Company's claims (including, but not limited to, claims for loss of data, goodwill, use of money or use of the products, interruption in use or availability of data, stoppage of other work or impairment of other assets), arising out of breach or failure of express or implied warranty, negligence, strict liability in tort or otherwise. In no event will the aggregate liability which Inventive Designers may incur in any action or proceeding exceed the total amount actually paid by Company for the Services that directly caused the damage.

## 8. INDEMNITIES

- 8.1. Inventive Designers shall indemnify, defend and hold harmless Company in accordance with the provisions of this clause 8.1 from and against any third-party claim asserted against Company that the Services (when used in accordance with its Documentation) directly infringes or misappropriates the patent or other intellectual property right of such claimant registered in or valid in the jurisdiction to which this Agreement is subject (an "IP Claim"). Inventive Designers will pay those costs and damages finally awarded or settled (upon terms acceptable to Inventive Designers) against the Company based on such IP Claim provided that: a) the Company promptly notifies Inventive Designers in writing of such IP Claim within three (3) business days; b) Inventive Designers has sole control of and the Company reasonably cooperates in all respects in the

defence of each such IP Claim and all related settlement negotiations and Company does not make any admission or disclosure or otherwise take any action prejudicial to Inventive Designers; c) such IP Claim does not relate to any act of the Company, including (without limitation) a change in the Services, a combination of the Services (and underlying Software) with or the addition of the Services (and underlying Software) to products or other software which has not been developed and supplied by Inventive Designers, or failure to install an Update where installation would have removed the cause of the infringement, or any breach of this Agreement by Company and e) Inventive Designers liability is limited to 10.000,- EUR per case or 20.000,- EUR in the aggregate. In no event will Inventive Designers have any indemnity obligation for infringements or abuse on (including but without limitation) any patents, copyright, trademark or trade secret registered in USA and/or Canada.

- 8.2. If a final judgment is entered against Company on any such IP Claim, or if in Inventive Designers' reasonable opinion Company is likely to become subject to a successful IP Claim, then Company shall permit Inventive Designers, at Inventive Designers' option and expense, either: a) to procure for the Company the right to continue using the Services; b) to replace or modify the same so that it becomes non-infringing, with functionality essentially being equal; or c) terminate the Agreement and provide a pro-rata refund of any pre-paid Charges for periods after the effective date of termination of the Agreement.
- 8.3. The foregoing provisions of this clause 8 set forth the entire and exclusive liability of Inventive Designers with respect to any IP Claim.
- 8.4. Without prejudice to Inventive Designers' other rights and remedies under applicable Law and the Agreement, Company will defend any third party claim against Inventive Designers and pay any damages and costs finally awarded against Inventive Designers by a court of competent jurisdiction or that are included in a settlement approved by Company to the extent Company IP or Inventive Designers' access or use thereof is held to infringe intellectual or industrial property rights of any third party.
- 8.5. Without prejudice to Inventive Designers' other rights and remedies under applicable Law and the Agreement, Company shall indemnify Inventive Designers against any and all damages, losses, expenses arising as a result of any action or claim that Company IP constitutes Inappropriate Content.

## 9. SUSPENSION AND TERMINATION OF THE SERVICE

- 9.1. In the event of a material breach by the Company of any of the terms of this Agreement which would be susceptible to cure, Inventive Designers shall have the right to (a) immediately suspend without prior notice a part or all of the Services and access thereto, and/or (b) terminate this Agreement without court intervention upon thirty (30) days prior written notice specifying the breach to the other, provided that such breach has not been cured within said thirty (30) day period. Without excluding any other events being considered a material breach of this Agreement, the parties to this Agreement agree that the following examples of events shall be considered as a material breach by the Company: (a) any form of Misuse of the Services; (b) any non-compliance with limitations on the right of use granted under this Agreement; (c) any non-compliance with limitations on the use of the Services as stated in this Agreement or under applicable Laws; (d) any infringements on Inventive Designers' intellectual and/or industrial property rights; (e) any non-compliance with payment obligations. An unauthorized disclosure or distribution of the Services or Confidential Information by Company and/or any repeated (whether consecutive or not) failure to pay Charges when due constitute material non-curable breaches of this Agreement, entitling Inventive Designers (without prejudice to its other rights and remedies) to either suspend and (whether subsequently or not) terminate the Agreement with immediate effect on providing written notice to Company. This clause is without prejudice to Inventive Designers' other rights and remedies under applicable Law and contract.
- 9.2. In the event of termination of this Agreement by Inventive Designers for Company's uncured material breach, the right of use granted to Company in respect of the Services hereunder shall immediately cease and Company shall, upon the effective date of such termination, cease using the Services and, at Inventive Designers' discretion, immediately return to Inventive Designers or

destroy all copies of the Documentation and any other Confidential Information provided to Company. In the event of destruction, Company shall provide Inventive Designers with an affidavit of destruction in a form acceptable to Inventive Designers certifying that it has destroyed all copies of the Documentation and Confidential Information. In the event of termination of this Agreement by Inventive Designers for Company's uncured material breach, Company will not be able to claim any pro-rata refund of any pre-paid Charges for periods after the effective date of termination of the Agreement.

- 9.3. Inventive Designers will provide Company with access to, and the ability to export, Company Data provided in the framework of the Services (or in the possession of any Inventive Designers Affiliate or subcontractor) for the Retention Period. Company may request that Inventive Designers conduct a mass export of Company Data, and Inventive Designers agrees to provide such export service at its then current rates on a time and materials basis. Company bears all risks for loss of data related to such export and should keep back-up of the data at all times. Following the expiration of the Retention Period, Inventive Designers will disable the applicable Service account(s) and then delete the associated Company Data in its possession (or in the possession of any Inventive Designers Affiliate or subcontractor), save for archival copies, which will be erased/destroyed according to Inventive Designers' standard backup and retention process. Other than as described in this clause 9.3, Inventive Designers has no obligation to continue to hold, export or return the Company Data. Inventive Designers will have no liability for deletion of Company Data so long as it complies with this clause 9.3.

## 10. PROCESSING OF PERSONAL DATA

- 10.1. Company Personal Data will be Processed in accordance with the provisions stated in the Privacy and Data Retention Policy.

## 11. GOVERNING LAW

- 11.1. The present agreement shall be governed by the laws of Belgium and the Courts of Antwerp shall have sole and exclusive jurisdiction to settle any dispute.

## 12. MODIFICATION OF THE SOFTWARE AS A SERVICE TERMS

- 12.1. Inventive Designers reserves the right to modify the Software as a Service Terms unilaterally at any moment during performance of the Agreement. Such modification will be communicated in writing or by e-mail to Company, without undue delay, upon which Company has 30 days to accept or refuse the modifications in writing or by e-mail. In the absence of any reaction within such timeframe, Company will be deemed to have accepted the modification. Refusal of the modifications will be deemed to be termination for convenience of the Agreement by Company in accordance with the requirements of art. 12 of the Services Agreement.

## Schedules

Note: list of schedules to be completed (e.g. list of named/personal User-accounts)