



## **License agreement PARADOX WL APP**

PARADOX concepts has developed the software-as-a-service (SaaS) product; PARADOX WL APP.

PARADOX concepts offers authorized third parties ("USER BRAND") the possibility to market the use of PARADOX WL APP under the terms and conditions provided herein. Any USER BRAND shall at all times comply with the provisions contained herein.

### **Article 1. Affiliation as USER BRAND**

- 1.1 In order to qualify as USER BRAND of the PARADOX WL APP service, the USER BRAND is required to complete and sign the application form and return it by post to PARADOX concepts. Following approval of the application, which may be refused without stating reasons, by PARADOX concepts an account will be opened for the USER BRAND that can be used to manage the service and facilitate the resale in a technical sense. If the form has not been received within one week, the account will be cancelled.
- 1.2 The USER BRAND is obliged to use the account and the related subaccounts in a careful manner and to keep the related authentication tools in particular strictly secret. PARADOX concepts has the right to assume that all acts performed following authentication of this account have been performed under the supervision and with the approval of the USER BRAND. The USER BRAND is obliged to notify PARADOX concepts immediately if it suspects abuse.
- 1.3 The USER BRAND will make every effort to promote, demonstrate and sell PARADOX WL APP to end USERS. The appointment as USER BRAND of PARADOX WL APP is not exclusive and applies for designated and mutually agreed territories only. PARADOX concepts has the right to cooperate with more PARADOX WL APP USER BRAND. When performing its activities, the USER BRAND acts in its own name and for its own account and risk. PARADOX WL APP users connected by the USER BRAND are the property of the USER BRAND.
- 1.4 The USER BRAND may only use the indications PARADOX WL APP and 'PARADOX concepts' and the related logos as corporate indications of the supplier and/or the software ("Powered by PARADOX concepts" or a similar formulation) when promoting the Service. The USER BRAND is allowed more in particular, the USER BRAND is allowed to include these indications in domain names and/or social media accounts (such as Twitter and Facebook) that are used for promotional or resale purposes.

## **Article 2. Taking the service into use**

- 2.1 The interface of PARADOX WL APP can be modified to a limited extent, inter alia by adding a logo, imagery, store locations, products and colour schemes. PARADOX concepts will implement these modifications on the basis of the USER BRAND's input. In this connection, PARADOX concepts charges an amount to be indicated in advance. PARADOX WL APP is allowed to incorporate a corporate indication "Powered by PARADOX concepts" or a similar formulation in the interface. The USER BRAND will take no action to remove this indication or to render it invisible.
- 2.2 After PARADOX concepts has implemented the modifications, it will deliver these for inspection by the USER BRAND within the limits of what can be technically modified. The USER BRAND is obliged to indicate within 5 working days whether it approves or rejects these, failing which the modifications will be deemed to have been approved. Following rejection, PARADOX concepts will endeavour to remove the reason(s) for rejection following which the modifications become final.
- 2.4 End users conclude a contract for use with the Other Party, not with PARADOX concepts. The USER BRAND is free to impose explicit or implicit conditions of use (EULA, TOS or by any name whatsoever) on its end users.
- 2.5 The PARADOX WL APP service & the related backend are the intellectual property of PARADOX concepts. The USER BRAND does not have any intellectual property rights to PARADOX WL APP.

## **Article 3. Availability and maintenance**

- 3.1 PARADOX concepts endeavours to make PARADOX WL APP available to but does not issue any guarantees concerning specific percentages of availability of quality.
- 3.2 PARADOX concepts maintains PARADOX WL APP & backend actively. Bear in mind that maintenance that can lead to limitations of availability will be performed in the hours of the night (23-06 hours).
- 3.3 PARADOX concepts makes documentation available for the use by the USER BRAND. Further support is not available in principle. PARADOX concepts can be reached by e-mail for support to the USER BRAND when using PARADOX WL APP.
- 3.4 The USER BRAND is responsible for supporting its users of PARADOX WL APP. PARADOX concepts will offer a reasonable level of second-line support to the USER BRAND's employees if such is needed, but it will not contact end users directly.

#### **Article 4. Modifications and improvements**

- 4.1 PARADOX concepts implements/offers modifications from time to time to PARADOX WL APP, which add new functionalities or increase the performance of PARADOX WL APP. In the event the rollout of a modification could lead to limitations of availability, this will be performed during periods in which relatively limited use is made of PARADOX WL APP.
- 4.2 PARADOX concepts will consult with the USER BRAND concerning such modifications, but the final decision is left to PARADOX concepts.
- 4.3 PARADOX concepts may be dependent on its supplier(s) when implementing modifications. PARADOX concepts has the right not to install certain corrections or updates of a supplier if it considers that this does not benefit the correct operation of PARADOX WL APP.
- 4.3 Specific custom modifications to PARADOX WL APP can be implemented at the USER BRAND's request. In consultation with the USER BRAND, PARADOX concepts will draw up a description of the custom modifications and implement these as soon as possible following approval. The provisions of article 2.2 concerning delivery apply accordingly.
- 4.4 The USER BRAND will compensate to PARADOX concepts the hours to be spent in this connection against the hourly rate referred to below of PARADOX concepts.
- 4.5 The intellectual property concerning custom modifications continues to vest in PARADOX concepts, unless a transfer to the USER BRAND has been expressly stipulated and the USER BRAND pays the surcharge agreed in respect thereof.

#### **Article 5. Provisions concerning data**

- 5.1 PARADOX WL APP can be used to store data. PARADOX concepts guarantees expressly that data stored via PARADOX WL APP by the USER BRAND or its end user remain the property of these parties. PARADOX concepts will not make any claims of ownership concerning these data.
- 5.2 PARADOX WL APP can be used to process personal data. In this connection, the USER BRAND acts as controller and PARADOX concepts as processor.
- 5.3 PARADOX concepts has the right to perform statistical analyses of end user behaviour when using PARADOX WL APP, but only in aggregated form and without applying profiles or registrations of individual users.

## **Article 6. Abuse of PARADOX WL APP**

- 6.1 It is not allowed to make excessive queries of PARADOX WL APP, store information contrary to relevant copyright legislation, disseminate commercial, idealistic or charitable messages via PARADOX WL APP without the consent of the recipients, spread malicious software such as viruses via PARADOX WL APP, damage the reputation of PARADOX concepts and, in a more general sense, use PARADOX WL APP in a manner that is contrary to Dutch or other applicable legislation and regulations.
- 6.2 The above applies to both the USER BRAND and to its end users.
- 6.3 If a violation by an end user of the USER BRAND is identified, PARADOX concepts will notify the USER BRAND thereof. The USER BRAND will be obliged to take action as soon as possible. If this does not happen, PARADOX concepts will have the right to implement all measures it considers necessary to end the violation.
- 6.4 If PARADOX concepts considers that nuisance, damage or other danger is caused to the operation of the computer systems or the network of PARADOX concepts or third parties and/or of services provided via the internet, in particular by excessive sending of e-mail or other data or virus activity, Trojans and similar software, PARADOX concepts will have the right to implement all measures it considers necessary within reason to avert this danger or to prevent it from materialising.
- 6.5 PARADOX concepts has the right at all times to report the criminal offences that have been identified to the police. PARADOX concepts furthermore has the right to surrender, on the basis of a valid order, the name, address, IP address and other identifying data of end users to the police or other competent parties.
- 6.6 PARADOX concepts has the right to recover the damage resulting from a violation of these rules of conduct from the USER BRAND's end users. The USER BRAND indemnifies PARADOX concepts against all third-party claims in connection with damage resulting from a violation of these instructions for use by the USER BRAND or one of its end users.

## **Article 7. Payment conditions**

- 7.1 For the right to operate as USER BRAND and allow end users to use PARADOX WL APP, the USER BRAND owes PARADOX concepts an in advance fixed amount per year plus a fee for functionalities that must be paid for by means of credits that are to be purchased in advance[/if]. Reference is made to the PARADOX concepts price list for price information.
- 7.2 PARADOX concepts will always issue an invoice for fees that are owed. The PARADOX concepts is allowed to send electronic invoices in this connection.
- 7.4 If an amount due is not paid within the payment term, statutory interest will be due in respect of the outstanding invoice without requiring further notice of default. In the event payment is not

made on time, the USER BRAND is obliged to fully compensate both the judicial and extrajudicial collection costs, including lawyer's and bailiff's fees and the costs of collection agencies, in addition to the amount that is owed and the interest due in respect thereof.

- 7.5 A claim for payment becomes immediately due and payable in the event the USER BRAND is declared bankrupt, applies for a suspension of payment, all of its assets are attached, it is liquidated or dissolved.
- 7.6 If the USER BRAND does not pay the amounts on time, PARADOX concepts will have the right, after it has issued a warning, to block the use of PARADOX WL APP in full (for the USER BRAND and the end users) until the amounts have been paid.

### **Article 8. Confidentiality**

- 8.1 The parties will treat as confidential the information they provide to each other before, during or after the performance of the agreement if this information has been marked as confidential or if the receiving party knows or should reasonably assume that this information was intended to be confidential. The parties also impose this obligation on their employees and on the third parties engaged by them for the performance of the agreement. These provisions continue to apply after the agreement ends for any reason whatsoever and for as long as the providing party has the right to invoke the confidential nature of the information.
- 8.2 PARADOX concepts reserves the right at all times to use the knowledge increased by the performance of the agreement for other customers to the extent this does not involve confidential information of the USER BRAND.
- 8.3 PARADOX concepts will not take note of data that are stored and/or disseminated by the USER BRAND or its end users via PARADOX WL APP, unless such is necessary for the proper performance of the service or PARADOX concepts is obliged to do so pursuant to a statutory provision or court order. In such cases, PARADOX concepts will endeavour to limit the taking note of the data as much as possible, to the extent it is able to do so.

### **Article 9. Liability**

- 9.1 PARADOX concepts makes PARADOX WL APP available without any guarantee or commitment concerning correctness, conformity or being free from errors. The USER BRAND acts entirely for its own risk when reusing.
- 9.2 With the exception of cases of intent or gross negligence, PARADOX concepts is liable as follows towards the USER BRAND for losses related to this agreement: not liable
- 9.3 PARADOX concepts is expressly not liable for indirect losses, consequential losses, lost profit, missed savings and losses resulting from business disruptions. However, losses furthermore include losses sustained by the USER BRAND's end users.
- 9.4 The creation of any right to compensation is subject to the condition that the USER BRAND reports the loss to PARADOX concepts in writing within at most two months after it is discovered.

- 9.5 In the event of force majeure, PARADOX concepts will never be obliged to compensate the resulting damage. Force majeure applies inter alia in case of disruptions to or breakdowns of the internet, telecommunications infrastructure, power failures, civil commotion, mobilisation, war, congestion, strikes, lockouts, business interruptions, supply stagnation, fires and floods, if these causes mean within reason that PARADOX concepts is no longer able to comply.

#### **Article 10. Term and termination**

- 10.1 This agreement commences after the branded WL app is available in the relevant App Stores or on the enterprise account and then has a minimum 3 year term. After this period, the agreement will be extended each time by one (1) year, unless notice of termination is given in a timely manner
- 10.2 Notice for termination of the agreement is three (3) months. No notice period will apply in the case of termination in connection with a failure on the part of the other party. Such termination does require notice of default, with the exception of those cases in which the law does not require notice of default.
- 10.3 Each party furthermore has the right to terminate the agreement with immediate effect if the other party is declared bankrupt, applies for a suspension of payment or all of the other party's assets are attached, the other party dies and furthermore if it is liquidated or dissolved.

#### **Article 11. Changes to the terms and conditions**

- 11.1 PARADOX concepts has the right to change these terms and conditions once every calendar year.
- 11.2 PARADOX concepts will announce changes and additions at least thirty days before they enter into effect via the service so that the USER BRAND can take note thereof.
- 11.3 If the USER BRAND does not wish to accept a change or addition, it will have the right to terminate the agreement until the date such a change or addition enters into effect. Continued use after the effective date applies as acceptance of the changed or supplemented terms and conditions.

#### **Article 12. Other provisions**

- 12.1 This agreement is governed by Dutch law.
- 12.2 To the extent not otherwise provided for in mandatory law, all disputes related to PARADOX WL APP or this agreement will be submitted to the competent Dutch court in the jurisdiction where PARADOX concepts has its registered office.
- 12.3 If a provision of these conditions for use prescribes that a notification must be performed 'in writing', it will also be satisfied if the notification is made by e-mail or communicated via PARADOX WL APP, provided it is sufficiently established that the message actually comes from the alleged sender and that the integrity of the message has not been prejudiced.
- 12.4 The version of the communication or information as stored by PARADOX concepts is assumed to be correct, unless the other party provides evidence to the contrary in that connection.

- 12.5 If a provision of this agreement proves to be void, such will not prejudice the validity of the conditions of use as a whole. In such cases, the parties will adopt (a) new provision(s) to replace the provision(s) that are (is) void, which implements the intention of the original provision as much as possible by law.
- 12.6 PARADOX concepts has the right to transfer its rights and obligations under the agreement to a third party that takes over PARADOX concepts or the relevant business activity from it.

Date: November 2016