

MASTER SERVICES AGREEMENT BETTY BLOCKS

This Master Services Agreement is entered into and effective as of {Effective_date_usa} ("**Effective Date**") by and between Betty Blocks USA Inc., and Betty Blocks Licensing LLC, corporations duly organized and existing under the laws of the state of Delaware, both having their principal office at Flatiron Building, 84 Peachtree St NW, Suite 500W, Atlanta, GA 30303 (collectively or individually referred to as "**Betty Blocks**") and {Customer_name}, a corporation duly organized and existing under the laws of the state of {Customer_state}, having its principal office at {Customer_address} ("**Client**") with company number {Company_number} Betty Blocks or Client may individually be referred to as a "Party" or collectively as the "Parties".

THE PARTIES, TAKING INTO CONSIDERATION THAT:

- Betty Blocks has developed an online software platform (*Application Platform as a Service*) enabling its clients to develop (business) applications;
- Client wishes to make use of the software platform and any ancillary services, such as the development of software, of Betty Blocks;
- Betty Blocks has agreed to provide, and Client has agreed to use and pay for the services, subject to the terms and conditions of this Master Services Agreement;

HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

The definitions used in this Master Services Agreement also apply to each Agreement and to any of its annexes and are understood to have the following meaning:

- 1.1 **Agreement:** any Order Form incorporating the terms of this Master Services Agreement and any annexes thereto.
- 1.2 **Application(s) and Configuration(s):** the software applications and configurations that are developed by using the Software.
- 1.3 **Business Day:** Monday through Friday, excluding any bank holidays observed in the State of California and holidays observed and announced by Betty Blocks.
- 1.4 **Client Data:** the (personal) data entered into by Client, its authorized Users, or Betty Blocks on Client's behalf for the purpose of using the Software.
- 1.5 **Deliverable:** any works or functionality created by Betty Blocks under the Agreement, as further specified in the applicable Order Form.
- 1.6 **Documentation:** all materials (whether in hard copy or in electronic format) supplied in connection with the Software and/or Deliverables, including any and all manuals, instruction guides, online documentation, any written materials accompanying the Software and/or Deliverables or other materials provided to Client by Betty Blocks which describe the functionality and/or specifications of the Software and/or Deliverables.
- 1.7 **Portal:** the online portal made available to Client and which, amongst other things, can be used to approve assignments and access time records.
- 1.8 **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, brand rights, model rights, neighboring rights, patent rights and rights to know-how.
- 1.9 **Issue:** a detected disruption or imminent disruption of the agreed level of service provision.
- 1.10 **Master Services Agreement:** the terms of the present document.
- 1.11 **Normal Business Hours:** 9.00 am to 5.00 pm local PDT, during each Business Day.
- 1.12 **Order Form:** any ordering document specifying the Services to be provided by Betty Blocks, constituting an Agreement by and between Betty Blocks and Client. Each Order Form will automatically incorporate the terms of this Master Services Agreement.
- 1.13 **Professional Services:** the subcategory of Services consisting of consulting, development (of Deliverables), implementation, and similar tasks, as further detailed in the applicable Order Form.
- 1.14 **Training Courses:** trainings, workshops and/or seminars provided by Betty Blocks and/or a partner of Betty Blocks.
- 1.15 **Services:** the services to be provided by Betty Blocks to Client on the basis of the Order Form, including but not limited to the licensing of the Software or the provision of Professional Services, Betty Blocks Service Premium, the Portal and/or the provision of hosting services.
- 1.16 **Service Level Agreement:** the service level agreement of Betty Blocks.
- 1.17 **Software:** the online software platform (*Application Platform as a Service*) licensed to Client under the Agreement as part of the Services, including the Portal (if applicable).
- 1.18 **Subscription Term:** the Initial Term together with any subsequent Renewal Terms, as referred to in Clause 3.
- 1.19 **User:** the User of the Services who has been designated by Client (such as an employee).
- 1.20 **Website:** <https://www.bettyblocks.com> including any and all subdomains and extensions.

2. ORDER FORMS

- 2.1 **Order Forms.** The Parties shall conclude Order Forms on the basis of which Betty Blocks shall perform Services for Client. The Order Forms are inextricably linked to and are supplemented by the provisions in this Master Services Agreement. The signing of this Master Services Agreement alone, in the absence of a signed Order Form, shall not create any obligation of Betty Blocks to provide any Services to Client or entitle Client to any rights whatsoever. Signed Order Forms shall only create obligations for the Betty Blocks entity signing the Order Form. For the avoidance of doubt, Betty Blocks entities that not signed an Order Form are not jointly and severally liable for any acts and omissions of the Betty Blocks entity that signed the Order Form. Any other (general) terms and conditions of Client shall expressly not be applicable.
- 2.2 **Order of Priority.** The following order of priority shall apply in the event of inconsistencies between the applicable documents:
- i) the Order Form;
 - ii) this Master Services Agreement;
 - iii) the Data Processing Agreement (Annex A);
 - iv) the Service Level Agreement (Annex B);
 - v) any other annexes, in numerical order.
- 2.3 **Additional Services.** If Client wishes to purchase additional Services, Client shall notify Betty Blocks in writing. Betty Blocks shall evaluate such request for additional Services and respond to Client with approval or rejection of the request. Where Betty Blocks approves the request, Betty Blocks shall promptly provide the Services to Client. If Betty Blocks approves Client's request to purchase additional Services, Client shall pay to Betty Blocks the relevant fees for such additional Services in accordance with Clause 16. The additional Services will be provided under the terms and conditions of this Master Services Agreement and any other terms and conditions as specified in the Order Form.
- 2.4 **Interpretation.** Clause and paragraph headings shall not affect the interpretation of the Master Services Agreement. Unless the context requires otherwise, words in the singular shall include the plural and in the plural shall include the singular.
- 3. TERM AND TERMINATION**
- 3.1 **Term.** The term of the Agreement shall commence from the date stated in the Order Form and for the period defined in the Order Form ("**Initial Term**"). If the Initial Term is not specified in the Order Form, the Initial Term shall be deemed to have a duration of thirty-six (36) calendar months.
- 3.2 **Automatic Renewal.** Upon expiration of the Initial Term, the term of the Agreement shall automatically renew for additional successive terms of the same duration as the Initial Term ("**Renewal Term**"), unless either Party gives the other Party written notice of non-renewal at least sixty (60) calendar days prior to the beginning of the Renewal Term. Such Renewal Terms shall be under the terms and conditions of the Initial Term, unless Betty Blocks has provided written notice to Client of any amended terms and conditions and/or a pricing increase at least ninety (90) calendar days prior to the beginning of the Renewal Term. In such event, the amended terms and conditions and/or the pricing increase shall apply to the Renewal Term.
- 3.3 **Termination for cause by Betty Blocks.** Without affecting any other right to remedy available to it, Betty Blocks may terminate the Agreement with immediate effect by giving written notice to Client if Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 3.4 **Termination for cause by Client.** In the event of bankruptcy of Betty Blocks, Client may only terminate the Agreement if such bankruptcy has the effect that Client can no longer access and use the Software, with the exception of temporary disruptions in accessing and using the Software.
- 3.5 **Termination of the Master Services Agreement.** The Master Service Agreement is entered into from the Effective Date and will be deemed terminated if and when the last Agreement in place has been terminated effectively and may not be terminated in the interim, unless the Parties mutually agree otherwise or as otherwise set forth this Master Services Agreement.
- 3.6 **Copy of Client Data.** Thirty (30) Business Days after the termination or expiration of the Agreement, for whatever reason, Betty Blocks is entitled to delete or destroy all copies of Client Data, unless agreed otherwise in writing. During the thirty (30) Business Days, Client may request a copy of every MySQL database filled with Client Data. Betty Blocks will not charge any additional costs to Client in providing the copy.
- 3.7 **Surviving provisions.** The provisions of the Agreement which, by their nature and content, are intended, expressly or impliedly, to continue to have effect notwithstanding the completion, rescission, termination or expiration of the Agreement shall survive and continue to bind the Parties, and shall in any event include Clauses 19, 20, 21 and 22.
- 4. LICENSE GRANT**
- 4.1 **License scope.** In consideration of the fees as specified in the Order Form and if and insofar agreed between the Parties in the Order Form, Betty Blocks grants Client a non-exclusive, non-transferable license for the use of the Software for the duration of the Subscription Term and in accordance with the volumes (e.g. number of actions, models, pages and/or web services), storage capacities and limitations specified in the Order Form ("**License Scope**"). The license shall become effective from the time of the conclusion of the Order Form, unless agreed otherwise. The rights provided under this Clause 4 are granted to Client only, and shall not be considered granted to any subsidiary or holding company of Client, unless expressly agreed otherwise. Client is not entitled to receive the source code of the Software. As part of the Services, Client shall also have access to the customer portal at my.bettyblocks.com.
- 4.2 **Non-permitted use.** Notwithstanding anything stated to the contrary in the Agreement, Client is expressly not permitted:

- i) to reverse-engineer the source code of the Software or to decompile the Software, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from;
 - ii) to make changes to or modify the Software, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from or with prior written approval of Betty Blocks;
 - iii) to remove or render illegible indications of Betty Blocks and/or its licensors as Party entitled to the Software or parts thereof; or
 - iv) access all or any part of the Software and Documentation in order to build a product or service which competes with the Software.
 - 4.3 **Public disclosure.** Client authorizes Betty Blocks to publicly disclose that Client is using the Services and Betty Blocks may use Client's name and logo in any promotional materials, including but not limited to its website and in press releases.
 - 4.4 **Exceeding License Scope.** In the event that Client exceeds or is likely to exceed the License Scope as specified in the Order Form, Betty Blocks is entitled to charge Client for any use beyond the agreed upon License Scope by charging Client the corresponding fees in accordance with the Betty Blocks price list (Annex C), which fees will be added to the monthly payable fees. Betty Blocks will notify Client if Client has exceeded or is likely to exceed the License Scope. In the event that the Order Form does not include any License Scope but only pricing for the Software, the License Scope will be determined on the basis of the applicable Betty Blocks price list (Annex C).
 - 4.5 **Deliverables.** If, in the course of rendering Professional Services, Betty Blocks creates and delivers to Client any Deliverables, Betty Blocks and its suppliers retain ownership of and all Intellectual Property Rights to the Deliverables, unless the Parties have expressly agreed otherwise in writing by means of a signed instrument, which instrument only applies to the Deliverables referred to in the instrument. Betty Blocks grants Client the non-exclusive, non-transferable right to use the Deliverables on the same terms and conditions under which Betty Blocks grants Client the right to use the Software. Betty Blocks may provide similar services or Deliverables to other clients as long as Betty Blocks does not infringe Client's Intellectual Property Rights.
- 5. TRIAL VERSION**
- 5.1 **Trial Version.** Before entering into an Agreement for the use of the Software, Client may make use of a trial version of the Software ("**Trial Version**"). Access to the Trial Version can be requested via the Website and/or by means of executing an Order Form. The Trial Version is subject to the terms and conditions of this Master Services Agreement and any additional terms and conditions indicated on the Website or the Order Form (as the case may be). In the event of a conflict between the provisions of this Master Services Agreement and the terms and conditions indicated on the Website, the latter shall prevail.
 - 5.2 **Termination.** The Trial Version shall be deemed terminated (1) at the end date of the Trial Version or (2) at the moment the Parties have entered into an Agreement for the Software, whichever occurs earlier.
 - 5.3 **Consequences of termination.** Upon the expiration or termination of the Trial Version, Betty Blocks shall take all applications created by Client offline and Client Data will remain available for a maximum period of twenty (20) Business Days, unless agreed otherwise in writing.
 - 5.4 **NO WARRANTY.** CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TRIAL VERSION IS PROVIDED WITHOUT ANY WARRANTY ON AN "AS IS" AND "AS AVAILABLE" BASIS. BETTY BLOCKS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE IN RELATION TO THE TRIAL VERSION UNLESS SUCH EXCLUSION OF LIABILITY WOULD BE ENFORCEABLE UNDER APPLICABLE LAW. IN THIS EVENT, BETTY BLOCKS'S LIABILITY WITH RESPECT TO THE TRIAL VERSION SHALL NOT EXCEED USD 1,000.00.
- 6. RIGHTS AND OBLIGATIONS OF THE PARTIES**
- 6.1 **Provision of Services.** Betty Blocks shall provide the Services as specified in the Order Form subject to the terms of this Master Services Agreement. Betty Blocks undertakes that the Services will be performed substantially in accordance with the Documentation exercising reasonable skill and care. Betty Blocks shall use reasonable endeavors to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time for performance by Betty Blocks shall not be of the essence.
 - 6.2 **Deliverables.** To the extent agreed in the Order Form, Betty Blocks shall use reasonable endeavors to deliver the Deliverables to the Client in accordance with Clause 10.
 - 6.3 **Obligations of Client.** Client shall:
 - i) provide all necessary co-operation in connection with the Agreement in a timely and efficient manner. In the event of any delays in Client's provision of such assistance as agreed by the Parties, Betty Blocks may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - ii) provide all necessary access to such information as may be required by Betty Blocks in order to provide the Services, including but not limited to Client Data, security access information and configuration services, and guarantees the accuracy, completeness and consistency of this information;
 - iii) comply with all applicable laws and regulations with respect to its activities under the Agreement;
 - iv) obtain and shall maintain all necessary licenses, consents, and permissions necessary for Betty Blocks to perform its obligations under the Agreement; and
 - v) ensure that its network and systems comply with the relevant specifications provided by Betty Blocks from time to time.
 - 6.4 **Third-party software.** In developing Deliverables, Betty Blocks has the right to use third-party software and components, including open source software. Client is responsible for ensuring proper compliance with the relevant third-party licenses when using the Deliverables.

- 6.5 **Non-compliance.** In the event Client does not comply with its obligations under the Agreement, Betty Blocks shall, without prejudice to its other rights and remedies, in any event be entitled to suspend the execution of the Agreement, or to wholly or partially dissolve the Agreement. The foregoing shall also apply in the event of late payment by Client.
- 6.6 **Contractors.** Betty Blocks may use contractors, resellers and/or suppliers (“**Contractors**”) to fulfil its obligations under the Master Services Agreement and/or an Agreement. In such event, Betty Blocks will ensure that Contractors are bound to confidentiality obligations consistent with this Master Services Agreement. Unless Client enters into an agreement with Contractor himself, Betty Blocks will be responsible for the acts and omissions of Contractor to the same extent as Betty Blocks would be liable if it had provided the Services at issue directly to Client.
- 6.7 **Conformance.** The undertaking set out in Clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Betty Blocks’s instructions, or modification or alteration of the Services by any party other than Betty Blocks or Betty Blocks’s duly authorized Contractors or agents. If the Services do not conform with the foregoing undertaking, Betty Blocks will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Client’s sole and exclusive remedy for any breach of the undertaking set out in Clause 6.1. Notwithstanding the foregoing, Betty Blocks:
- i) does not warrant that Client’s use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by Client through the Services will meet Client’s requirements; and
 - ii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.8 **No exclusivity.** The Agreement shall not prevent Betty Blocks from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.
- 6.9 **Betty Blocks’s warranty.** Betty Blocks warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under the Agreement.
- 6.10 **Disclaimer of warranty.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOLE AND EXCLUSIVE WARRANTIES AND WARRANTY REMEDIES ARE SET FORTH IN THE AGREEMENT. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES OR WARRANTY REMEDIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. BETTY BLOCKS DOES NOT WARRANT THAT ANY DELIVERABLE OR OTHER PART OF ITS SERVICES WILL (I) YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULTS; (II) BE FREE FROM ALL BUGS AND ERRORS; OR (III) OPERATE WITHOUT INTERRUPTION, OR THAT DATA, REPORTS OR ANALYSIS WILL BE TOTALLY ACCURATE.
- 7. ACCEPTABLE USE OF THE SERVICES AND THE SOFTWARE**
- 7.1 **Usage restrictions.** Client shall not access, store, distribute or transmit any material during the course of its use of the Services that:
- i) is libelous, defamatory, insulting, racist or discriminating, or incites hate;
 - ii) infringes third-party rights, in any case including but not limited to Intellectual Property Rights;
 - iii) violates the privacy of third parties, in any case including but not limited to distributing third-party personal data without permission or necessity, or repeatedly harassing third parties by providing them with unsolicited communications;
 - iv) contains hyperlinks, torrents or similar information of which Client is aware or should be aware that it refers to material that infringes third-party rights;
 - v) is otherwise illegal or causes damage or injury to any person or property.
- 7.2 **Further restrictions.** Client will refrain from obstructing other clients or Internet users or inflicting damage to the Services. Client is prohibited from starting up processes or programs via the Services or otherwise of which Client is aware or can reasonably assume that these will obstruct or inflict damage on Betty Blocks, other clients or Internet users.
- 7.3 **User names and passwords.** Without the agreement of Betty Blocks, Client is prohibited from making available to third parties any user names and passwords made available by Betty Blocks. Betty Blocks is not liable for the consequences of the loss of user names and passwords.
- 7.4 **Client’s responsibilities.** Client will be responsible for the activities of anyone who Client allows to use the Software. Client is also responsible for ensuring that its authorized Users comply with the Agreement with respect to the use of the Software. Client shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and, in the event of any such unauthorized access or use, promptly notify Betty Blocks.
- 7.5 **Disabling access to the Software.** Betty Blocks reserves the right (but has no obligation thereto), without liability or prejudice to its other rights to Client, to disable Client’s and/or the authorized Users’ access to the Software if Client breaches the provisions of this Clause 7.
- 7.6 **Fair use policy.** Betty Blocks has a fair use policy in relation to accessing and using the Services. For the purpose of this fair use policy, Client may not vary from the average in a disproportionate manner, having regard to the amount of CPU power, data storage and data traffic used by Client. In such event, Betty Blocks is entitled to temporarily limit or restrict access to the Services and/or require that Client will purchase additional Services, such as extra storage capacity.
- 8. AVAILABILITY, MAINTENANCE AND SUPPORT**
- 8.1 **Availability.** Betty Blocks will use reasonable endeavors to realize the uninterrupted availability of its systems, network and Software, but offers no guarantees in this regard unless otherwise agreed by means of a Service Level Agreement. Betty Blocks also

makes no promises or guarantees as to security, availability and integrity of data transfers while making use of the Software, unless it explicitly states otherwise.

- 8.2 **Maintenance.** Betty Blocks regularly carries out maintenance, adjustments or improvements of the systems, Software, networks or parts thereof which could lead to unavailability of the Software. Should maintenance, adjustments or improvements require a reduced or total unavailability of the Software, then Betty Blocks will attempt to carry out such maintenance as much as possible outside Normal Business Hours or during non-Business Days and will endeavor to notify Client in advance of the scheduled maintenance. However, Betty Blocks is in no case liable to compensate any damage arising in connection with such maintenance. If Betty Blocks considers that there is a danger to the functioning of its systems, network or Software, Betty Blocks will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger. Since the Software is provided over the public internet, Client is itself responsible for acquiring appropriate internet access and suitable anti-virus protection and the like. Betty Blocks accepts no liability in this regard.
- 8.3 **Access to third-party software.** If Client makes use of services of third parties in connection with the Software, such as Amazon Web Services or Microsoft Azure, Client shall make sure that Betty Blocks has access to the required accounts and settings in order for Betty Blocks to provide maintenance and support. Client acknowledges and agrees that without the foregoing access, Betty Blocks cannot provide maintenance and support.
- 8.4 **Updates.** Betty Blocks shall release updates to the Software that address bugs or add new features. Betty Blocks shall make such updates available to Client as soon as practicable.

9. CLIENT DATA

- 9.1 **Client's data.** Client shall own all right, title and interest in and to all Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Client Data. Betty Blocks receives a limited license to Client Data for the purpose of providing the Services, including any and all future aspects thereof.
- 9.2 **Personal data.** To the extent that Client Data contain personal data within the meaning of applicable data protection law, Betty Blocks acts as processor and Client as controller within the meaning of applicable data protection law. The Data Processing Agreement set forth in Annex A shall govern such processing. In the event Client is a processor, Betty Blocks shall be deemed a sub-processor.
- 9.3 **Back-ups.** Betty Blocks will make a back-up of Client Data every day. Each back-up remains available for a period of thirty (30) calendar days. The time at which the back-up will be created will be determined by Betty Blocks, unless expressly indicated to the contrary in the Agreement.
- 9.4 **Loss of Client Data.** In the event of any loss or damage to Client Data, Client's sole and exclusive remedy shall be for Betty Blocks to use reasonable commercial endeavors to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Betty Blocks. Betty Blocks shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Betty Blocks).

10. ACCEPTANCE TESTING

- 10.1 **Software development.** The provisions of the Clauses 10.2 up to and including 10.6 only apply if it has been agreed in the Order Form that Betty Blocks will perform Professional Services consisting of software development, and only to the extent that acceptance testing has been agreed in such Order Form. If acceptance testing has not been agreed, Client shall accept the Deliverable in the state that it is in when delivered (on an "as is" and "as available" basis), therefore including all visible and invisible errors and defects.
- 10.2 **Testing environment.** Prior to the delivery of each Deliverable, Client will be able to test such Deliverable in a testing environment. Betty Blocks will provide Client access to this testing environment by sending a location (URL) and, if necessary, login details. Access to the testing environment is strictly tied to Client. Client is not allowed to gain third parties access to this testing environment by sending the location (URL) and/or the login details to any third party, unless expressly indicated to the contrary in the Agreement. Client is aware that the testing environment is not suitable for production purposes, in whatever form. Client is not allowed to use the testing environment for such purposes. Betty Blocks gives no guarantees regarding the availability, completeness and correct operation of the testing environment. Betty Blocks, however, is aware that the availability of the testing environment is necessary for delivery of the Deliverables. Therefore, Betty Blocks will endeavor to keep the testing environment available.
- 10.3 **Deliverable.** After the Deliverable has been tested, Betty Blocks will deliver the Deliverable when, in Betty Blocks's professional opinion, the Deliverable substantially satisfies the applicable functional or technical requirements.
- 10.4 **Evaluating Deliverables.** Client must, within seven (7) days after delivery, evaluate the Deliverable and either approve or reject it. The Deliverable will be deemed accepted if:
- i) Client approves the Deliverable (in writing or digitally);
 - ii) Client commences operational use of the Deliverable, including but not limited to transferring the Deliverable to a production environment; or
 - iii) Client does not reject the Deliverable and/or has not requested a revision round within the aforesaid period.
- 10.5 **Rejecting Deliverables.** If Client wholly or partly rejects the Deliverable, Betty Blocks will use commercially reasonable endeavors to remove the reasons for rejection in a timely manner. Betty Blocks can achieve this by either revising the Deliverable in a next sprint, by refuting the reasons which form the basis of the rejection or by providing temporary solutions, such as program bypasses. Client may not refuse to accept a Deliverable because of the existence of minor errors (it being understood as errors that do not reasonably prevent the operational use of the Deliverable). Additionally, the Deliverable may not be rejected because of aspects that can only be assessed subjectively, including but not limited to aesthetic aspects of interfaces.

10.6 **Rejected Deliverables.** Should any Deliverable fail to satisfy the applicable functional or technical requirements after the third resubmission of such Deliverable to Client, the Parties both agree to confer to engage in good faith discussions to resolve the matter. Not satisfying the acceptance testing does, however, not entitle Client to terminate or (partially) dissolve the Agreement.

11. BETTY BLOCKS SERVICE PREMIUM

11.1 **Betty Blocks Service Premium.** Betty Blocks Service Premium is a Service where the hours are purchased in advance. The number of hours is determined upon commencement of the Agreement. The amount payable by Client for Betty Blocks Service Premium will be agreed in the Order Form. All additional hours will be charged to Client on the basis of subsequent calculation in accordance with Betty Blocks's standard hourly rates.

11.2 **Time records.** Betty Blocks keeps time records on the basis of good faith of the hours that it has spent on the Services (maintenance and additional work). The time spent is rounded to the nearest fifteen minutes. The time records as kept by Betty Blocks in the Portal serve as evidence of the hours spent, unless Client provides evidence to the contrary.

11.3 **Approving assignments.** Client is able to inspect the time records via the Portal and is required to approve each assignment. Betty Blocks will execute an assignment only after it has been approved by Client. Approval granted in the Portal is binding upon Client.

11.4 **No approval.** By means of derogation from Clause 11.3, Betty Blocks shall not be required to await Client's approval with respect to Issues:

- i) that have a maximum estimated time of one (1) hour;
- ii) all high and critical Issues; or
- iii) preventative maintenance with a maximum of three (3) hours per quarter;
- iv) research time not exceeding ninety (90) minutes.

11.5 **Combining Issues.** Betty Blocks has the option to combine Issues. The combination of Issues is referred to as a "milestone". The hours required for a milestone, are submitted to Client for approval (by e-mail or via the Portal). Betty Blocks will start working on the milestone upon receipt of approval, and Betty Blocks has permission to charge an extra 10% at the most, calculated on the total number of approved hours.

11.6 **Advance invoicing.** Betty Blocks will invoice the amount payable for the Betty Blocks Service Premium in advance.

11.7 **Transferring hours.** Client is entitled to transfer a maximum of 20% of the hours that are not used under Betty Blocks Service Premium to a Renewal Term. All other remaining hours will be cancelled.

11.8 **No refund.** In the event either the Agreement or only Betty Blocks Service Premium is terminated, Client shall not be entitled to receive a refund of the hours that are not used.

11.9 **Outside scope.** The development of applications and software (Deliverables) falls outside the scope of Betty Blocks Service Premium.

11.10 **Maintenance activities.** For the duration of Betty Blocks Service Premium, Betty Blocks shall perform no other than the following maintenance activities on Client's behalf:

- i) the correction of minor faults (bugs) detected in the software by Client which are reproducible;
- ii) preventative maintenance.

11.11 **Activities under Betty Blocks Service Premium.** With respect to (but not limited to) the following activities, Betty Blocks will determine whether they fall under the Betty Blocks Service Premium:

- i) modifying the software if it is deemed necessary due to amended legislation;
- ii) modifying the interfaces and protocols to enable Client to use the software in connection with other software, equipment and operating systems;
- iii) installation and configuration of SSL certificates and domain names;
- iv) repairing at Client's request damage in the software or data that is not attributable to Betty Blocks;
- v) any other activities, at Betty Blocks's sole discretion.

12. DOMAIN NAMES AND IP ADDRESSES

12.1 **Domain names and IP addresses.** If the Service consists, in full or in part, of Betty Blocks intermediating on behalf of Client for the acquisition of a domain name and/or IP address, the provisions in this clause also apply.

12.2 **Reimbursement.** Client must pay all costs associated with the application and/or registration in accordance with the agreed rates or, in the absence of agreed rates, Betty Blocks's usual rates.

12.3 **Registration authorities.** Application for, assignment of and the possible use of a domain name and/or IP address depend on and are subject to the applicable rules and regulations of the registration authorities concerned, including the Foundation for Internet Domain Registration in the Netherlands (Stichting Internet Domeinregistratie Nederland, SIDN) and European IP Networks (Réseaux IP Européens, RIPE). The authority concerned will decide on the assignment of any domain names and/or IP address. Betty Blocks only plays a mediatory role in the application process and cannot guarantee that any application will be accepted.

12.4 **Confirmation.** Client is informed exclusively of registration by the e-mail confirmation from Betty Blocks, which states that the requested domain name has been registered. An invoice for the costs of registration is not a confirmation of registration.

12.5 **Indemnification by Client.** Client indemnifies Betty Blocks against any and all losses connected with (the use of) a domain name on behalf of or by Client.

12.6 **Limited liability.** BETTY BLOCKS IS NOT LIABLE FOR THE LOSS BY CLIENT OF ITS RIGHT(S) TO A DOMAIN NAME OR FOR THE FACT THAT THE DOMAIN NAME HAS BEEN REQUESTED BY AND/OR ASSIGNED TO A THIRD PARTY IN THE INTERIM, EXCEPT IN THE CASE OF WILFUL MISCONDUCT OR DELIBERATE RECKLESSNESS ON THE PART OF BETTY BLOCKS'S MANAGEMENT.

- 12.7 **Moving, transferring and terminating domain names.** If Betty Blocks registers a domain name on Client's behalf, Betty Blocks will honor requests from Client with respect to moving, transferring or terminating this domain name.
- 12.8 **Rules of registration authorities.** Client is obliged to observe the rules that the registration authorities set for the application for and for the assignation and use of a domain name and/or the IP address.
- 12.9 **Default by Client.** Betty Blocks is entitled to render the domain name and/or IP address inaccessible or unusable or to transfer or arrange the transfer of the domain name and/or IP address to its own name if Client remains in default in performing the Agreement, which action will however last solely for the period that Client remains in default and solely following the expiry of a reasonable term for performing the Agreement as set out in a notice of default in writing.
- 12.10 **Revoking domain names and IP addresses.** In the event of the dissolution of the Agreement owing to breach of contract on the part of Client, Betty Blocks is entitled to revoke the domain name and/or IP address.
- 13. SSL / TLS CERTIFICATES**
- 13.1 **SSL and TLS certificates.** If the Service consists, in full or in part, of Betty Blocks intermediating on behalf of Client for the acquisition of one or more SSL / TLS certificates, the provisions in this clause also apply.
- 13.2 **Certificate authority.** The application and allocation procedure for SSL certificates is subject to the rules and procedures of the certificate authority issuing the SSL / TLS certificate. The relevant certificate authority decides on the granting of the SSL / TLS certificate and will carry out the necessary checks for this purpose. Betty Blocks only fulfils an intermediary role in the application procedure and does not guarantee that an application will be honored.
- 13.3 **Withdrawing SSL and TLS certificates.** The SSL / TLS certificate is valid for the agreed upon period, unless it is withdrawn prematurely. Betty Blocks and the relevant supplier can withdraw the SSL / TLS certificate immediately if:
- i) it appears that Client has provided incorrect information for the purpose of obtaining the SSL / TLS certificate; or
 - ii) the reliability of the SSL / TLS certificate, in the opinion of Betty Blocks and/or the supplier, has been compromised.
- 13.4 **Default by Client.** Betty Blocks has the right to withdraw the SSL / TLS certificate if Client fails to fulfil its obligations under the Agreement and does not remedy this default within fourteen (14) days after notice of default.
- 13.5 **Compliance with laws and regulations.** Client must comply with all laws and regulations and all conditions set by the certificate authority when using the SSL / TLS certificate.
- 13.6 **Consequences of withdrawal.** If the SSL / TLS certificate is withdrawn, Client will not be entitled to a replacement SSL / TLS certificate or refund of (part of) the fees for the SSL / TLS certificate, unless the withdrawal is due to attributable failure of Betty Blocks. In such a case, Betty Blocks will supply a new SSL / TLS certificate for replacement for the remaining period of the original SSL / TLS certificate.
- 13.7 **Expiration.** Betty Blocks will use reasonable endeavors to inform Client before the SSL / TLS certificate expires and will have to be renewed. However, it always remains Client's own responsibility to timely renew SSL / TLS certificates.
- 14. HOSTING AND RELATED SERVICES**
- 14.1 **Hosting services.** If the Service consists, in full or in part, of services regarding the storage of material and/or the transfer or provision of material to third parties, such as in the case of hosting the software, e-mail services developed by Betty Blocks for Client, the provisions of this clause also apply.
- 14.2 **Removal of information and content.** If Betty Blocks is informed by a third party of unlawful information and/or content on its servers, Betty Blocks is entitled to remove the material and/or content or render it inaccessible. To the maximum extent permitted by law, Betty Blocks shall notify Client of this in advance and allow Client to modify or remove the unlawful information and/or content. Upon Betty Blocks's request, Client shall confirm that it has modified or removed the information and/or content in question. Betty Blocks is authorized to provide a copy of such confirmation to the third party complaining about the unlawful information and/or content.
- 14.3 **Criminal offences.** In the event the information and/or contents concerns information or content that constitutes a criminal offence, Betty Blocks is entitled to report this information to the police. Betty Blocks may in this case submit all information on Client and the information concerned to the competent authorities and perform all other acts that these authorities request Betty Blocks to perform as part of the criminal investigation.
- 14.4 **Indemnification by Client.** Client indemnifies Betty Blocks against all legal claims with respect to data, information, websites, etc. that have been stored by Client or its Users. In this regard, Betty Blocks is not liable for any damage or loss suffered by Client caused by any action taken by Betty Blocks following a report from a third party, even if the report turns out to be incorrect and the information is not breaching applicable law.
- 14.5 **Storage limits.** Betty Blocks may impose a maximum limit on the amount of storage space or data traffic Client may use each month within the framework of the Service. In the event this maximum is exceeded, Betty Blocks is authorized to charge an additional amount in accordance with the amounts charged for additional storage space or data traffic as specified in the Agreement. The Service may also be blocked if Betty Blocks is of the opinion that the capacity of the server/servers used by Client is disproportionate. Betty Blocks accepts no liability for the consequences of not sending, receiving, storing or modifying data if the limit for storage space, capacity or data traffic has been reached.
- 14.6 **Client license.** Client hereby grants Betty Blocks an unlimited license to distribute, store, forward or copy all materials supplied by Client on Betty Blocks's systems, in a manner deemed appropriate by Betty Blocks, but solely to the extent this is reasonably required for the purpose of Betty Blocks's fulfilment of the Agreement.

14.7 **Client responsibilities.** Client bears responsibility for its Users. Any damage or loss caused by a User will be recovered from Client. Client itself is responsible for hardware and software that is operated at its own location or at locations outside Betty Blocks's control. Betty Blocks cannot provide any guarantee whatsoever regarding such hardware and software.

15. TRAINING COURSES

15.1 **Training Courses.** The provisions of this clause apply in the event Betty Blocks provides Training Courses.

15.2 **Provision of Training Courses.** Betty Blocks will perform the Training Courses to the best of its ability exercising reasonable skill and care. Betty Blocks will be entirely free to determine the contents of the Training Courses and the course materials it provides to Client. Betty Blocks is entitled to change the location of the Training Courses and will timely inform Client of any changes.

15.3 **Client responsibilities.** Client agrees to act in a responsible manner and shall abide by the rules and regulations that govern the location where the Training Courses are provided. Client must bring its own electronic appliances required for the Training Courses, e.g. laptop and mouse.

15.4 **Fees.** The fees for the Training Courses are specified in the Order Form. Drinks and lunch are included in the fees for the Training Courses. All other costs and expenses, such as expenses for accommodation, transportation and any other meals, are not included.

15.5 **Consequences of late payment.** Betty Blocks is authorized to exclude Client from participation in the Training Course if the outstanding amounts are not received by Betty Blocks before the start of the Training Course.

15.6 **Cancellation.** Client is entitled to cancel or reschedule the Training Course up to fourteen (14) calendar days before the (first) day of the Training Course. In the event of cancellation up to fourteen (14) calendar days before the (first) day of the Training Course, Betty Blocks will refund the fees.

15.7 **Course materials.** Client acknowledges that the course materials that are used and/or presented during the Training Courses constitute the Intellectual Property Rights of Betty Blocks and/or its licensors and Client agrees to respect those Intellectual Property Rights. In particular, Client is not authorized to: (i) copy, modify, sub-license, sell, decompile, reverse engineer or distribute the course materials; (ii) record the Training Courses on video or audio tape or by other means; or (iii) remove any copyright or other notice of Betty Blocks and/or its licensors from the course materials.

16. CHARGES AND PAYMENT

16.1 **Fees.** Client shall pay the amounts and fees set out in the Agreement for the Services. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

16.2 **Reimbursement for other expenses.** Client shall reimburse Betty Blocks for all actual, reasonable travel expenses including, but not limited to, airfare, hotel and meals incurred by Betty Blocks in the event performance of the Services (partially) consists of performing Services on the premises of Client.

16.3 **Taxes.** All amounts and fees stated or referred to in the Agreement are exclusive of value added tax, which shall be added to Betty Blocks's invoice(s) at the appropriate rate.

16.4 **Invoicing and overdue fees.** Unless the Agreement specifies otherwise, Betty Blocks shall invoice Client immediately upon acceptance. Each invoice is due and payable fourteen (14) days after the invoice date, unless the Agreement specifies otherwise. If Betty Blocks has not received payment within five days after the due date, and without prejudice to any other rights and remedies of Betty Blocks: (a) Betty Blocks shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on a daily basis on the balance due up a monthly rate of 1.5%, commencing on the due date and continuing until fully paid.

16.5 **Fees for Professional Services.** Except as expressly indicated to the contrary in the Agreement, all fees for Professional Services shall be provided on a time and materials basis at Betty Blocks's then current professional services rates and shall be invoiced at the end of the calendar month of their performance. The hours shall be accounted for according to Betty Blocks's timesheets. Client acknowledges that the hours set forth in the Agreement, in the Portal and/or as otherwise communicated to Client are merely estimates and the actual amount of hours may differ from the estimates, unless expressly indicated to the contrary.

16.6 **Right to set-off.** Betty Blocks is entitled to set-off any amounts due to it against any amounts due by it to Client.

16.7 **Fees.** Client shall pay the fees set out in the Order Form for the Services. All fees are in USD and exclusive of VAT.

16.8 **Price increases.** Betty Blocks is authorized to increase its fees once per year on the basis of the applicable Consumer Price Index as published by the State of California, or on the basis of any other changes in the market, in any event not to exceed 5%. In the event that a supplier of Betty Blocks increases its prices for a specific product or service, Betty Blocks is entitled to pass on this increase to Client. Client is not entitled to terminate the Agreement in relation to adjustments under this Clause 16.8.

17. ADDITIONAL WORK

17.1 **Additional work.** In the event of Betty Blocks performing Services, or providing other services at Client's request, which go beyond the scope of the agreed upon Services, Client shall pay for such Services retrospectively on a time and materials basis at Betty Blocks's then current professional services rates. However, Betty Blocks will under no circumstances be obliged to comply with such a request and can require that a separate Agreement is entered into for that purpose.

17.2 **Consequences of additional work.** Client accepts that the Services as referred to in Clause 17.1 can affect the agreed or anticipated time of completion of the Services, as well as the Parties' mutual responsibilities under the Agreement. Betty Blocks may adjust any agreed timetable or delivery schedule as reasonably necessary. The need for or occurrence of additional work during the performance of the Agreement never constitutes a reason for Client to give notice of termination or to (partially) dissolve the

Agreement. To the extent a fixed price is agreed for the provision of the Services, Betty Blocks will, upon request, inform Client in writing of the financial consequences of the additional work.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 **Betty Blocks's Intellectual Property Rights.** Client acknowledges and agrees that Betty Blocks and/or its licensors own all Intellectual Property Rights in and to the Services, the Software, the Deliverables and the Documentation, unless and to the extent expressly agreed otherwise by means of signed instrument. Client is not permitted to remove or alter any statement concerning copyright, trademarks, trade names or other Intellectual Property Rights from the Services, the Software, the Deliverables and/or the Documentation. Client is not permitted to use or request domain names identical to or that confusingly correspond to any object that is subject to any Intellectual Property Right belonging to Betty Blocks and/or its licensors.

18.2 **Client's Intellectual Property Rights.** Betty Blocks acknowledges and agrees that all Intellectual Property Rights in and to the Application(s) and Configuration(s) created by Client are owned by Client and shall, notwithstanding the terms of the Agreement, remain vested in Client, provided that these rights accrue to Client by law. Unless otherwise expressly provided in the Agreement, Betty Blocks shall not acquire any Intellectual Property Rights in the Application(s) and Configuration(s) created by Client. Betty Blocks will treat the Application(s) and Configuration(s) as confidential Client information and will not make them available to third parties without Client's separate permission. However, Betty Blocks cannot rule out that another client may choose a similar configuration, as this is beyond Betty Blocks's control.

19. CONFIDENTIALITY

19.1 **Duty to keep confidential.** A Party receiving confidential information from the other Party shall treat this as strictly confidential and use this solely in connection with its rights and obligations under the Agreement.

19.2 **Scope of Confidential Information.** Confidential information includes all information of which it can be assumed from the context that the disclosing Party would deem this to be confidential or of which the receiving Party should reasonably have recognized its confidential nature from the content of the information. Confidential information also includes all information and data concerning or pertaining to the Agreement, the Services, pricing, service levels, Client Data, and more generally data concerning business operations, marketing, research, development, inventions, know-how, samples, product and service specifications, software, business relations, irrespective of the form in which this has been recorded or is provided.

19.3 **Authorized disclosures.** The obligation to treat certain information as confidential no longer applies if the receiving Party can prove that this information:

- i) is or becomes publicly available through no act or omission of the receiving Party;
- ii) was already in possession of the receiving Party prior to the date on which it was issued by the disclosing Party;
- iii) is available from a third party without this party being in default towards the disclosing Party arising from a confidentiality clause by distributing the information to the receiving Party; or
- iv) was developed by the receiving party independently and without the use of the information of the disclosing Party.

19.4 **Compelled disclosure.** Should a competent court or other government authority demand access to confidential information, the receiving Party is entitled to grant such access. However, to the extent permitted by applicable law, the receiving Party shall contact the disclosing Party prior to doing so, to enable the disclosing Party to take legal action against such access (e.g. an interim measure with a competent court). However, the receiving Party shall never be liable for granting access if legally obligated.

19.5 **Survival.** The provisions of this Clause 19 shall continue to be effective after the expiration or termination of the Agreement.

20. LIMITATION OF LIABILITY

20.1 **No limitation of liability.** NOTHING IN THE AGREEMENT SHALL LIMIT OR EXCLUDE BETTY BLOCKS'S LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR CONTRACTORS (AS APPLICABLE); (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL TO EXCLUDE OR RESTRICT LIABILITY.

20.2 **Limitation of liability.** BETTY BLOCKS WILL NOT BE LIABLE FOR: (A) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES; (B) ANY LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS, LOSS OF CLIENTS, LOSS OF USE OR LOSS OR CORRUPTION OF DATA; WHETHER UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHER THEORIES OF RECOVERY, EVEN BETTY BLOCKS WAS OR SHOULD HAVE BEEN AWARE OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, BETTY BLOCKS IS NOT LIABLE FOR DAMAGES OR LOSSES CAUSED BY OR RELATING TO SOFTWARE APPLICATIONS OF THIRD PARTIES CONTRACTED DIRECTLY BY CLIENT, OR RESULTING FROM THE USE OF THE SOFTWARE BY CLIENT CONTRARY TO THE LICENSE TERMS OR PURPOSES FOR WHICH THE SOFTWARE IN QUESTION IS INTENDED. IN NO EVENT WILL BETTY BLOCKS'S LIABILITY UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER EXCEED THE GREATER OF (1) USD 25,000.00 (IN WORDS: TWENTY FIVE THOUSAND) OR (2) THE AGGREGATE AMOUNTS PAID OR OWED UNDER THIS AGREEMENT BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

21. FORCE MAJEURE

21.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Betty Blocks or any other party), failure of a utility service or transport or telecommunications network or the internet, (distributed) denial of service or other network attacks, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule,

regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or Contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for thirty (30) calendar days, the party not affected may terminate the Agreement by giving thirty (30) days' written notice to the other party.

22. GOVERNING LAW AND JURISDICTION

22.1 **Governing law.** The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions.

22.2 **Jurisdiction.** The parties irrevocably agree that the state or federal courts located in the State of California have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

23. GENERAL PROVISIONS

23.1 **Export Control Laws.** Neither party shall export, directly or indirectly, any technical data acquired from the other party under the Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("Export Control Laws"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Each party undertakes: (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in this Clause 23.1; and (b) if requested, to provide to the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

23.2 **Waiver.** A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. A failure or delay of either party to exercise a right under the Agreement shall under no circumstance constitute a waiver of that right.

23.3 **Severability.** If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force. The parties shall in such a case determine one or more replacement provisions that most closely approximate the clause concerned and which is legal under applicable law.

23.4 **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

23.5 **Notices.** Where this Master Services Agreement and/or an Agreement refers to "notify" or the giving of "notice", such notice must be given (i) personally to an authorized representative of the other Party (notice will be deemed given at the moment of delivery) or (ii) by prepaid recorded post (notice will be deemed given on the date and at the time the delivery is recorded).

23.6 **Assignment by Client.** Client shall not, without the prior written consent of Betty Blocks, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

23.7 **Assignment by Betty Blocks.** Betty Blocks will not be authorized to assign, novate or otherwise transfer the Agreement and all its rights and obligations arising therefrom without Client's prior written consent, unless such occurs within the Betty Blocks group of undertakings or for purposes of corporate financing, provided however that Client may still access and use the Software.

23.8 **Relationship of the parties.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.

23.9 **No variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

23.10 **Third party rights.** The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and (where applicable) their successors and permitted assigns).

23.11 **Communication stored by Betty Blocks.** The version of any communication received or stored by Betty Blocks (including log files) is considered to be authentic, unless proven to the contrary by Client.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be executed by their duly authorized representatives:

Betty Blocks Licensing LLC

____/____/_____
Date

Name

Signature

{Customer_name}

____/____/_____
Date

Name

Signature

Betty Blocks USA Inc.

____/____/_____
Date

Name

Signature