

LICENSE AGREEMENT APPLICATION as a SERVICE

THE LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN THE LICENSEE AND INFLUO ALLOWING THE LICENSEE TO USE THE APPLICATION. THE LICENSEE IS EVERY NATURAL OR LEGAL PERSON THAT POSSESSES our APPLICATION IN A LAWFUL MANNER. This Agreement shall enter into force AS SOON AS the Licensee is in the possession of our APPLICATION. PLEASE READ CAREFULLY THE PRESENT TERMS AND CONDITIONS AND ALL ACCOMPANYING INFORMATION BEFORE YOUR ACQUISITION OF OUR APPLICATION. THESE DOCUMENTS SET FORTH THE LEGALLY BINDING TERMS THAT GOVERN YOUR RIGHT TO USE THE APPLICATION. THE LICENSEE IS NOT ENTITLED TO MAKE USE OF THE APPLICATION and is CONSTRAINED TO remove it from his possession if the Licensee does not agree to these terms.

THE APPLICATION CONTAINS OPEN SOURCE SOFTWARE “MYSQL”, “PHP”, “JAVASCRIPT” AND “JQUERY PLUGINS”, as distributed UNDER THE MIT LICENSE. the Licensee understands and agrees that open source Application shall remain subject of the terms and conditions under which it is provided. THE OPEN SOURCE APPLICATION IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND. Influo DISCLAIMS EXPLICITLY ALL OTHER WARRANTIES, SUCH AS EXPRESS, IMPLIED OR STATUTORY WARRANTIES WITH REGARD TO THE OPEN SOURCE APPLICATION. IF YOU HAVE QUESTIONS OR CONCERNS ABOUT OUR TERMS, PLEASE CONTACT US AT HELLO@INFLUO.BE.

1 GENERAL CLAUSES

1. In this Agreement, the following terms should be understood as followed:

“Application”: The cloud-based software Application of INFLUO that is made available via www.influo.be to Licensee in the context of the implementation of the Agreement.

“INFLUO”: A company incorporated and existing under the laws of Belgium, with its registered office at B-9000 GENT, Hooiaard 9 and registered under Enterprise number BTW-BE 0627.705.707.

“Licensee”: Any natural or legal person that purchases or intends to purchase the Application under the terms of this Agreement (hereinafter also referred to as ‘you’ or ‘your’).

“End-User”: Any natural person who is using the Application on behalf of the Licensee, and in accordance with the rights as granted to the Licensee. (hereinafter also referred to as ‘you’ or ‘your’, which can therefore mean the Licensee or the End-User, as the context requires).

2. INFLUO reserves the right to unilaterally revise or update the Agreement from time to time, at its sole discretion. Any revision will take effect upon posting of the updated terms on the website. The End-User understands and agrees that a continued use of the application after publication of any changes to the Agreement constitutes acceptance of those changes. It is your responsibility to check the Agreement regularly for changes.

3. This Agreement constitutes the entire agreement between the parties with regard to the possession and use of the Application, hereby superseding any prior oral or written agreements between the parties regarding the subject matter herein. Any addition or deviation from this Agreement is only valid to the extent that mutual agreement is reached and recorded in writing.

4. If any provision of this Agreement is held to be unlawful, invalid or otherwise unenforceable for any reason whatsoever, it shall be deemed severed from the Agreement and shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement. Any unlawful, invalid or unenforceable provision shall be amended to achieve as closely as possible the common intentions of the parties as expressed in the original term, to the extent permitted by applicable law. INFLUO reserves the right of first initiative to change the invalid or inapplicable clauses unilaterally.

2 License and services

1. The licensed Application INFLUO is cloud-based software Application (“Application”) for media list management and brand-media communications. The Application consists of several functionalities, including possible custom-made functionalities, as agreed with the Licensee upon purchase. INFLUO may impose additional conditions and instructions on the use of certain functionalities.

2. This Agreement governs the right of the Licensee to use the Application, the selected functionalities and our corresponding services. The Licensee may grant the right of use to end-users within the internal business environment, on the Licensees responsibility. The rights and obligations under this agreement are applicable upon the end-user. The Licensee is responsible for the actions, conduct, operation and all transactions relating to the Application made by its employees, officers, directors and any other persons they intentionally or unintentionally, gave, direct or indirect, access to the Application. INFLUO may refuse an End-User in case of a compelling or weighty ground.

2.1 Right of use

3. In consideration for payment of the Licence Fee and subject to the terms and conditions of this Agreement, INFLUO hereby grants the Licensee and authorised End-Users (“Licensees”) a worldwide, non-exclusive, non-transferrable and non-sublicensable right to use the Application “INFLUO” and any related documentation that accompanies the Application, for your own purposes (“License”). Any other use or exploitation not explicitly granted to Licensee in this Agreement shall not be allowed without written consent from INFLUO.

4. The Licensee may not reverse-engineer, disassemble or decompile, or attempt in any other way to investigate and derive source code or structural framework of the Application, except and only to the extent as provided for by applicable law. The Licensee is not entitled to modify or create any derivative works of the Application or documentation. Neither is the Licensee entitled to sell, assign, distribute, (sub-)license, rent, lease, lend out or in any other way transfer any portion of the Application or any rights granted hereto, or to disclose the Application to a third party without the prior written consent of INFLUO.

5. INFLUO pursues the continuous accessibility of the Application to its best efforts. INFLUO has applied all technical, non-technical and organizational measures that are necessary and reasonable to ensure this commitment. Interruptions and failures are always recovered within short term, if possible. These commitments should be understood as being an obligation of means. The Licensee can rely on support from INFLUO if confronted with questions or comments regarding the accessibility.

6. INFLUO has applied all technical, non-technical and organizational measures that are necessary and reasonable to ensure the proper operation and safe nature of our Application. Both preventive as remedial measures are foreseen. INFLUO will inform the Licensee immediately about any potential risks and subsequent required action, to the extent that this is possible and necessary. For our online services depend on several external factors, such as the Internet and third parties, it is not possible for INFLUO to provide absolute guarantees about the proper functioning and safety. The above-mentioned commitments should be understood as being an obligation of means. The Licensee acknowledges and accepts that our Application can never be completely free of imperfections and that not all deficiencies can be repaired.

7. If the Licensee acts contrary to the terms and obligations, the applicable rules of law, the rights of third parties or generally accepted Internet behavior rules, INFLUO reserves the right to take all reasonable and appropriate measures. INFLUO decides unilaterally whether or not to take punitive and remedial measures and the scope of that measure.

2.2 Data hosting and monitoring

7. INFLUO provides the Licensee with the necessary virtual space available for storage of data, information and other files ("content"). The End-User can rely on INFLUO to have taken all reasonable steps that protect the added contents against accidental or unlawful destruction or accidental loss, modification, unauthorized disclosure and access. INFLUO, furthermore, provides a regular back-up of the content stored at our Application. A regular back-up should be understood as at least one back-up per day. INFLUO is free to determine the frequency of this back-up.

8. INFLUO may require the Licensee to use third party services in order to optimize the efficient use of the application. INFLUO is a mere intermediary party and therefore is not responsible for the proper functioning of the (software) products, services and any other act of such recommended third party suppliers.

9. INFLUO performs an active monitoring on the use of the application, with the objective to maintain user control, to analyse the performance and to improve the efficiency of the software.

2.3 Maintenance and updates

10. INFLUO aims to provide a high-quality Application by performing regular maintenance activities and updates of the Application. These operations will be effected within a timeframe that is characterised by a general reduced activity, unless the conditions justify otherwise. The timeframe during which these operations are performed can never count for any calculation of deficient accessibility and operation.

11. Maintenance operations, modifications and improvements of the Application may a temporary impact on the accessibility and proper functioning of the Application. INFLUO will inform the Licensee about such actions at least 24 hours in advance, to the extent possible or useful. The timeframe during which these operations are performed can never count for any calculation of deficient accessibility and operation.

2.4 Support

12. INFLUO provides support to the Licensee with regard to Application dysfunctions and incidents. A dysfunction is every situation precluding the proper operation and accessibility of the Application. An incident is a temporary dysfunction whose effects no longer exist at the time of notification. We distinguish two types of dysfunctions:

- A dysfunction due to a lack of technical or software knowledge.
- A dysfunction caused by a technical or software defect.

13. INFLUO expects the Licensee to report any dysfunction and incident without undue delay via email: hello@influo.be. INFLUO will only correct the reported dysfunctions. The Licensee must provide a clear description of the dysfunction and the conditions under which the dysfunction appears, preferably with a print-screen.

14. The support is provided by employees of INFLUO or by a designated third party. Support is only provided during the office hours, i.e. from Monday to Friday between 09u00 and 17u00. Support will not be provided on public and prior-announced holiday-periods.

15. Our support will process each new reported dysfunction within a reasonable timespan and no later than 48 working hours upon acceptance by our helpdesk.

16. Support is only provided by means of distance communication, such as telephone, email or 'remote assistance'. The End-User shall provide all necessary and reasonable cooperation in order to make a fast solution available. This includes the transfer of all necessary information, such as passwords and the activation of 'remote assistance'. The support does not cover on site interventions.

17. An immediate and permanent solution for a dysfunction may not always be possible. The Licensee understands and accepts that a solution is not always equivalent to a restoration of the original condition. A deficiency does not give rise to a monetary refund.

3 END-USER OBLIGATIONS

3.1 Registration

1. Each End-User must register his user-account in order to access the Application. The End-User is required to provide accurate, up-to-date and complete information, as questioned during the registration. This information-obligation applies both upon creation of the account and for the future use. It is the sole responsibility of the End-User to correct or remove outdated information.

2. Each user-account is strictly individual, personal and therefore unique. A user-account cannot be transferred to any third party without the explicit written consent of INFLUO. The End-User must, by consequence, guarantee the confidentiality of his user-account and login information. The End-User remains in any case exclusively responsible for all actions performed by way of his user-account. Any (suspected) breach of the confidentiality must be reported to INFLUO in order that appropriate measures can be taken.

3. INFLUO does not perform an active and prior control about the created user-accounts. INFLUO however reserves the right to undertake appropriate action in cases where this is required. See Article 5 "Duration and termination" for more information about the possible consequences.

4. Each End-User accepts the terms and conditions of our Application upon registration, as communicated by INFLUO. The Licensee is obliged to inform the End-User about any relevant provisions within the license agreement between INFLUO and Licensee, including the scope thereof and the required compliance. INFLUO may undertake actions with regard to both Licensee and End-user due to a lack of compliance.

3.2 Requirements with regard to application, hardware and knowledge

5. It is the sole responsibility of the End-User to take all necessary measures that enable the right to use the Application. The Application is only fully functional and effective if the End-User provides the required and pre-specified hardware, (browser) Application and telecommunication facilities. It is within the End-User's responsibility to ensure that the equipment and Application used meet the system requirements as clearly communicated by INFLUO. The End-User remains responsible to provide adequate protection of his hardware, (browser) Application and telecommunication facilities against viruses, computer crime and unlawful use by third parties. INFLUO assumes no liability therefore.

6. The End-User is responsible to take account of any information about the operation of our Application upon prior use. INFLUO cannot be held responsible for the lack of accessibility due to improper behaviour on the side of the End-User.

3.3 Restrictions to the use of the Application

7. The End-User is only allowed to use the Application for the initially intended purposes only, as described by INFLUO in the additional documentation. The End-User has no right to use the Application for purposes other than described in this Agreement and the accompanying information. It is the Licensee's responsibility to ensure that the Application is suitable for its intended use.

8. The End-User is not allowed to use the Application for actions and behaviours that are contrary to applicable legal provisions, morality or public order, the rights of third parties and the provisions of this Agreement. These include, among others, but not exclusively, the following actions and conducts:

- Use the Application in the course of criminal or fraudulent activities;
- Use the Application for unauthorised web scraping, spamming (sending large amounts of e-mail with the same content and/or posting messages with

similar content in large numbers of newsgroups on the Internet);

- Use the Application for unauthorised or unwanted breaches of computer systems, including hacking and similar unauthorised actions;
- Use the Application in the course of an infringement on copyrighted works or otherwise acting in breach of third party intellectual property rights;
- Use the Application for the distribution of illegal and/or criminal information, including racist expressions, child pornography, criminal traffic and insulting.

9. Our Application provides End-Users the possibility to upload content. INFLUO expects that this possibility will only be used in a useful and appropriate manner. It is in any case not allowed to upload the following content on the Application:

- Any kind of content that can be considered to be inappropriate or unlawful because of its illegal, unlawful, harmful, abusive, misleading, threatening, obscene, pornographic, offensive or racist nature and/or more generally because it is in conflict with the public morality or the public order. This content does not necessarily have to conflict with the applicable law or the rights of third parties to be regarded as inappropriate;
- Content that violates intellectual property rights and portrait rights of other users and/or third parties;
- Content that is the result of, refers to and/or encourages the act of a criminally sanctioned offence;
- Content that may cause or causes damage to other users. The spread of harmful Application such as computer viruses, malware, worms, trojans and cancelbots falls hereunder;
- Proliferation of unsolicited and/or any form of commercial messages through the website, including junk mail, spam and chain letters.

10. INFLUO reserves the right to take all reasonable and appropriate measures if the End-User is in breach with these Terms & Conditions or any known obligations, the applicable legislation, the rights of third parties or generally accepted Internet code of conduct. INFLUO retains a broad margin of choice about taking punitive and remedial action and the scope of that measure, such as a temporary or permanent limitation of

access to certain functionalities. Measures can be taken without prior warning and/or prior notice.

3.4 Excessive use

11. The End-User must refrain from any use that is significantly higher than the use of an average End-User of our Application and additional services, so called excessive use. This given the risk of harmful network or system overload of our Application and services. INFLUO will in case of excessive use inform the End-User about his behaviour and commit to take the necessary steps to reduce its use. The parties must enter into mediation in order to find a solution upon written request of INFLUO, if the overload is of a structural nature. INFLUO reserves the right to suspend its obligations under these Terms & Conditions so that the quality use of other Licensees is guaranteed.

4 LICENSE FEE AND PAYMENT

4.1 The License Fee

1. The License Fees for the Application as a Service which the Licensee purchases under this agreement will be identified in the Purchasing agreement and/or as indicated on our website www.influo.be. Additional services are provided at Licensee's request. All Fees are presented exclusive of VAT and/or other taxes and charges. All Fees are presented in EURO and should also be paid in EURO.

2. INFLUO may at any time adjust the applicable fees and rates. The Licensee will be informed of any price changes within at least 30 days prior to the review. The revision is only possible under a services agreement with a fixed term period of which at least twelve (12) months has elapsed since the start or since the most recent revision. The Licensee is deemed to agree to the adjustment unless if the Licensee terminates the agreement by means of a registered letter at the latest to thirty (30) days after entry into force of the new rates. A review based on the consumer price index is not regarded as a price adjustment within the meaning of this clause.

3. The applicable fees and rates shall be the subject of a yearly automatic indexation on the basis of the Agoria index, in accordance with article 57 of the law of March 30th 1976. The calculation is done according to the formula:

Being understood as:

- 'P_{new}' = The new customised prevailing prices or rates;
- 'P_{old}' = The prices or rates applicable at the time of signing the agreement;
- 'Agoria_{new}' = The reference wage cost at the time of P_{new}.
- 'Agoria_{old}' = The reference wage cost at the time of P_{old}.
- Reference wage cost: As published by Agoria, sector Gent (category +10 employees)

4.2 The payment

4. All our invoices are payable to account number BE88 0017 5294 9341, unless otherwise stated on the invoice. In case of deficient payment at due date, an interest at 1% per year is charged in combination with a compensation for damages set at 10% of the invoiced amount, with an absolute minimum of €250. These compensations will be due automatically and without the requirement of a prior registered letter. INFLUO preserves the right to claim compensation for other damages due to this deficient payment.

5. The Licensee must indicate his complaints regarding invoices towards INFLUO in writing and within ten (10) days after receipt of the invoice. The written notification must state the invoice date, invoice number and a detailed description of the complaint.

6. A deficiency upon payment is considered as a weighty shortcoming to one or more essential obligations of this Agreement, as discussed in article 5.2 of this agreement.

5 DURATION AND TERMINATION

1. This agreement is effective from the date of registration by the Licensee. The license granted by this agreement is valid for an unlimited period of time, starting from the moment of activation of the Application. The Licensee has the right to terminate the agreement at the expiration of each month. The Licensee who wishes to terminate the agreement must notify INFLUO explicitly at least one week prior to the expiration, by means of a registered letter or by means of the electronic termination form on our website. The agreement will be automatically extended with a month, at the end of each license-period in the absence of a proper termination by the Licensee. By the automatic extension of the agreement, the credit account of Licensee will be automatically credited.

2. Either party may at any time, temporarily or immediately, suspend or terminate the execution of this Agreement if that party is faced with a weighty shortcoming to one or more essential obligations of this Agreement that is attributable to the other party. A prior notification via registered letter, thereby granting the other party a reasonable timeframe to comply with its obligations is required, if such timeframe is still useful. The termination shall be without prejudice to the other rights of the party that terminates the agreement, including the right to claim compensation for the damages suffered as a result of breach of the obligations.

3. INFLUO has the right to terminate the License Agreement immediately unilaterally and without further ado if the Licensee does not longer meet the requirements of the license Agreement for a period of two months or more due to a situation of bankruptcy or debt settlement. INFLUO will notify the defaulting Licensee by way registered letter of his use. Both parties will remain obliged to fulfil all its obligations until the receipt of the letter.

4. The termination of the agreement implies that the End-User no longer has access to the Application and his content. The deactivation of a user-account does not automatically imply that the account and the relevant content are immediately and irrevocably removed. INFLUO undertakes the promise not to remove this content for at least fifteen (15) calendar days following the deactivation by the Licensee.

5. INFLUO has the liberty to change, expand, limit or terminate our Application and all accompanying services at any time. The End-user of our Application will have additional guarantees if the circumstances demand this. The use of this right demands no prior notice to the End-user and does not give rise to any claim regarding compensation.

6. The Licensee is not entitled to a reimbursement of the amount already paid for the remaining month of the term of the original agreement if this License Agreement would take an end before the due date, for any reason whatsoever.

6 INTELLECTUAL PROPERTY

1. INFLUO and/or his licensors and suppliers retain all intellectual property rights with regard to the Application and all associated developments. These intellectual property rights refer to the copyrights, Application and database protection rights as defined under the Belgian Copyright Act of 30 June 1994, the Belgian Application Protection

Act of 30 June 1994 and the Belgian Database Protection Act of 31 August 1998 with regard to the Application and all preparatory work and other materials used in the development and delivery of the Application.

2. There is absolutely no transfer of intellectual property rights under this Agreement. The Licensee should be at all time aware of these intellectual property rights and should therefore refrain from any violations as they may lead to his liability. The Licensee is not allowed to remove, alter or obscure any references that indicate the intellectual property rights of INFLUO.

3. By uploading content on our Application, the End-User grants INFLUO a non-exclusive, transferable, royalty-free and worldwide license to use, reproduce, process, and communicate this content to third parties in so far this is necessary for the proper functioning of the Application. This license is not restricted in time. This license applies to all types of intellectual property rights involved. The license is required to guarantee the proper technical and functional operation of our platform, and the use of that license is limited to that aim.

7 LIABILITY

1. INFLUO is only liable for any him attributable major or repeated minor contractual and/or non-contractual breach, including any obligation of warranty, caused in the performance of its obligations under this Agreement. This liability is limited to direct damages resulting from the breach. The liability of INFLUO can never exceed the total amount of license fees that are actually invoiced under this Agreement during three (3) months prior to the breach, and is in any case limited to a absolute maximum of € 1000.

2. INFLUO is not liable for damages in connection with, or arising out of:

- Failure due to negligence, lack of knowledge, improper use or failure by the End-User to follow the instructions from INFLUO;
- Any breach of the Licensee's or End-User's obligations under this License;
- The presence of viruses on the system or through the Internet or delivered downloaded data or Application.

3. INFLUO is not liable for any indirect damages. Indirect damages must be understood as any form of consequential damages, such as lost profits, financial or commercial loss, increased overall costs, increased personnel costs, damages due to loss of clients and suchlike damages. This list is not exhaustive. INFLUO is not liable for any damages due to the destruction and/or loss of data and/or documents. Abovementioned restrictions are not valid in case of fraud or wilful misconduct.

4. Any claims regarding liability must be notified to INFLUO within two (2) weeks after occurrence of the damage. A failure of notification will leave the claim without result.

5. Both parties must preserve each other from any third party-claims that occur in the execution of the Agreement if these breaches cannot be attributed to the other party. This duty of preservation includes the duty to inform and provide all necessary measures to rebut claims but also indemnify any incurred damages due to the claim.

6. The End-User will indemnify and hold harmless INFLUO against all costs, expenses,

losses and claims made against INFLUO as a result of any infringement of a third party's intellectual property rights arising from the End-User's unauthorised use of the Application under this Agreement.

7. The content of our Application could contain a link, hyperlink or framed link to other websites or other forms of electronic portals. A link does not necessarily mean there's a connection between us and the third party website, neither do we (implicitly) agree with the content of those websites. We do not control the third party websites and are not responsible for the safe and correct functionality of the link and the final destination. As soon as an End-User clicks on the link, he has left our Application and cannot hold us responsible for any damage. Those third party websites do not offer the same guarantees as we do, so we recommend to consult the User Agreement and Privacy Statement of those websites. The User is essentially free to place a link, framed link or hyperlink to our Application, but we reserve the right to request a removal without giving a sufficient reason.

8 FORCE MAJEURE

1. INFLUO is not obliged to fulfil its obligations in case of force majeure. Force majeure concerns any situation in which the execution of this Agreement is, wholly or partly, prevented due to a situation that was previously unforeseeable or, if foreseeable, insurmountable. In that case, all obligations of INFLUO arising from this Agreement shall be wholly or partially suspended for the duration of the force majeure situation. INFLUO is not liable for any damages due to the force majeure.

2. Either party has the right to terminate this Agreement immediately, unilaterally and without further ado by means of a registered letter, if the force majeure is of permanent nature or persists for more than ninety (90) days.

9 PRIVACY

1. INFLUO gathers personal information in the execution of this Agreement. The Licensee hereby expressly provides his consent to process the personal information that is gathered during the purchase and/or activation of the Application. INFLUO will only process this personal information for the provision of the Application and additional services. INFLUO is entitled to use this information for internal use, including the spread of own commercial and non-commercial communications. No personal information is transferred to third parties, except in the cases permitted by law or if INFLUO is obliged by court order. Each act of processing personal information shall be in compliance with the applicable statutory regulations (Belgian law on the protection of privacy of 8 December 1992, hereafter called "Privacy Act").

2. The Licensee is eligible as a Data Controller in accordance with the Privacy Act because he (indirectly) processes personal data by means of the Application. The Licensee determines the data that will be processed via the Application, and this data may include third party personal data. The Licensee is, consequently, responsible for the lawfulness of processing of this personal data. INFLUO is a mere data processor with regard to the processing operations as described in this clause.

3. The Licensee has a legal right to gain access to or make correction to personal information, in accordance with the Privacy Act. Furthermore, the Licensee has the right to oppose the use of his personal information for direct marketing purposes. In

both cases, the Licensee needs to exercise his right via a written, dated and signed request directed at INFLUO together with a proof of identity (copy identity card). INFLUO undertakes to act within fifteen (15) working days following your request.

10 MISCELLANEOUS PROVISIONS

1. Not claiming a right by one of the parties under this agreement despite eligibility does not constitute a waiver of rights.

2. The Belgian law is exclusively applicable to this Agreement. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded. All disputes arising from this Agreement and the related agreements will be submitted to the competent court in the district where INFLUO is established. Parties are committed to resolve disputes as much as possible in mutual consent.

3. INFLUO may transfer the rights and obligations under this Agreement to a third party, at any time. This third party will be the sole and full responsible for the further implementation of the Agreement. This can be done without the consent of the Licensee and the End-Users, and without giving rise to any compensation.

4. If the operation or the validity of one of the above mentioned terms is compromised, this does not affect the operation or the validity of the remaining terms of this agreement. In this case, INFLUO has the right to modify the compromised term to a valid one. The headings we use in our term are always just illustrative. No rights can be derived from this.

11 YOUR COMMENTS ARE OUR CONCERN!

1. It's clear, our Application is one drafted by and for Licensees. We set high standards for ourselves and therefore appreciate any remark to help improve our Application. We kindly ask you to send any comments, questions and tips to hello@influo.be.