Annex II: General Terms and Conditions

THE CUSTOMER’S ATTENTION IS DRAWN IN PARTICULAR TO CLAUSE 10

1. Definitions and interpretation

1.1 In these General Terms and Conditions, the below capitalised terms have the following meanings:

“Agreement": a contract between Go Vocal and the Customer consisting of the accepted Offer, the General Terms and Conditions, the annexes to the General Terms and Conditions, the Service Level Agreement and all exhibits.

“**Go Vocal**": Go Vocal NV, having its registered office and principal place of business at 1000 Brussels, Pachecolaan 34, Belgium, registered with the Belgian Crossroads Bank for Enterprises under company number 0638.901.287.

"Customer": the person or firm who purchases the Services.

“Customer Data”: any data that is generated through user input or uploaded by the Customer through the Services, as well as any data based on or derived thereof or provided to the Customer as part of the Services.

“Confidential Information: all information that is considered confidential by the parties, either because the parties have clearly identified such information as confidential or proprietary, or because the information should reasonably be considered as confidential in view of the nature of the information or the circumstances. Confidential Information includes, but is not limited to, the terms of the Agreement, trade secrets, user data, and information not generally known to the public, such as business plans, strategies, practices, products, personnel and finance.

“Disclosing Party" means the party that discloses Confidential Information to the Receiving Party under the Agreement.

“Data Processing Agreement”: the agreement as attached to this Agreement under Annex II.4.

“Equipment": all devices and peripherals necessary to connect, access or otherwise make use of the Services, such as, but not limited to: modems, hardware, servers, software, operating systems networks, and web servers.

“Expiration Date”: the date on which the Agreement is terminated.

“Fees": the amounts payable by the Customer for the use of the Services and for the implementation of the Services.

“Force Majeure”: any event or circumstance which is beyond the reasonable control and without the fault of the party affected, and which temporarily or permanently prevents the affected party from performing its contractual obligations under the Agreement. Such events or circumstances are for example, without limitation: riots, wars, acts of terrorism; earthquakes, floods, fires and other natural disasters; sabotages; strikes; epidemics of pandemics; interruptions and malfunctions of computer facilities.

"General Terms and Conditions": these general terms and conditions, including those documents annexed to it and the exhibits.

“Intellectual Property Rights": all acquired and future intellectual property rights, including but not limited to copyrights, trademarks, design rights, patents, know-how, trade secrets, inventions, all applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world and all other intellectual property rights protected by any applicable law.

“License”: the right of the Customer conferred by Go Vocal to use the Services in accordance with the Agreement.

“License Commencement Date”: the date upon which the License commences, as determined in the Offer.

“License Expiration”: the date upon which the License expires, as stated in the Offer.

“License Fee”: the portion of the Fee which is paid by the Customer for the use of the Services.

“Maintenance Window”: the time gap between 12 AM (midnight) and 6 AM CET from Mondays to Saturdays, and the entire day on Sundays and Official Belgian holidays.

“Offer”: the explicit, written proposal from Go Vocal to the Customer to enter into an agreement for the provision of the Services.

“Partner”: any party who has a contractual relationship with Go Vocal and who acts on behalf of Go Vocal with respect to one or more Services.

“Pricing Plan”: the chosen set of Services (Essential, Standard, Premium), as further detailed under Annex I.

“Priority Support”: the level of support provided by Go Vocal to a Customer if the Customer opted in for a Premium Pricing Plan, of which the Service Level Objectives are detailed in the Service Level Agreement.

“Privacy Policy”: the current statement of Go Vocal regarding the processing of personal data, as further detailed under Annex II.3

“Receiving Party" means the party receiving Confidential Information from the Disclosing Party under the Agreement.

“Services": the services provided by Go Vocal to the Customer under the Agreement, including software (platform), know-how, as well as related improvements, extensions and modifications, that will be available and detailed in the applicable Pricing Plan.

“Service Availability:” the time duration during which the Services are available, as measured in minutes over the course of a one-month period, hereby excluding minutes in a Maintenance Window and the minutes dedicated to emergency maintenance.

"Service Credits": means service credits an amount to which the Customer is entitled if a Service Level Objective is not met by Go Vocal, of which the calculation and conditions are set forth in the Service Level Agreement.

“Service Issues”: any interference of the Services as further detailed in the Service Level Agreement.

"Service Level Agreement": the Annex II.2.A <OR> Annex.II.2.B as attached to these General Terms and Conditions.

"Service Level Objectives": the intended levels of the provision of the Services as described in the Service Level Agreement.

“Support”: the support provided by Go Vocal to the Customer in relation to the Services detailed in the Agreement, of which the Service Level Objectives are detailed in the Service Level Agreement.

“Target Resolution Time”: in respect of a Customer the Customer that has opted in for a Premium Pricing Plan only, the time gap between the notification of a Service Issue and the temporary or definitive resolution of the Service Issue. The Target Resolution Time is calculated within Working Days and is further specified in the Service Level Agreement.

“Target Response Time”: in respect of a Customer that has opted in for a Premium Pricing Plan only, the time gap between the notification of a Service Issue and the oral or written acknowledgement by Go Vocal of the Server Issue. The Target Response Time is calculated within Working Days and is further specified in the Service Level Agreement.

“Term”: the current or renewed periods during which the Agreement is effective.

“User”: any individual end user of the Services who is granted user access to the Services by the Customer.

“Working Day”: Monday to Friday during the hours of 9:00 AM through 6:00 PM Central European Time (CET), with the exclusion of Official Belgian Holidays.

1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 Any words following the terms including, include, in particular, for example or any similar express, shall be construed as illustrative and shall not limited the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to writing or written includes email but not fax.

2. Conclusion of the Agreement

2.1 Every Offer is an offer by the Customer to purchase the Services in accordance with the Agreement. The Customer is responsible for ensuring that the terms of an offer are complete and accurate .The Offer shall only be deemed to be accepted when Go Vocal signs the Offer, at which point the Agreement will come into existence.

2.2 These General Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.3 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents the Customer that is inconsistent with the Agreement.

2.4 Any quotation given by Go Vocal shall not constitute an offer and is only valid for 20 Working Days from its issue.

3. Delivery of the Services

3.1 Go Vocal shall make available the Services to the Customer from the License Commencement Date, in accordance with the Service Level Agreement and the other provisions of the Agreement. The Customer shall have the right to use the Services within the restrictions set out in the Agreement.

3.2 Subject to the terms hereof, Go Vocal shall provide the Customer with reasonable technical support services in accordance with the terms set forth in the Service Level Agreement.

3.3 Go Vocal has the right to deliver the implementation and/or general support aspects of the Services via its Partner(s).

3.4 The Customer may at all times request Go Vocal to upgrade/downgrade to a different Pricing Plan. Such requests shall be delivered in writing. Such a change to a Pricing Plan shall take effect upon acceptance in writing by Go Vocal, which shall be no later than fourteen (14) days following the request of the Customer.

3.5 If Go Vocal is prevented by a Force Majeure event of a permanent or temporary nature from performing or further performing the Agreement, regardless of whether the Force Majeure was foreseeable, Go Vocal shall be entitled, without any obligation to pay damages, to terminate the Agreement in whole or in part by means of a written notice without judicial intervention, without prejudice to Go Vocal's right to payment by the Customer for performance of the Agreement already performed by Go Vocal before the Force Majeure event or to suspend performance or further performance of the Agreement in whole or in part.

4. Service levels

4.1 Go Vocal shall use reasonable care and skill in providing the Services in accordance with the Service Level Objectives as determined in the Service Level Agreement.

4.2 If Go Vocal fails to meet the Service Level Objectives, the Customer's sole remedy shall be Service Credits only, the amount of which will be determined in accordance with the Service Level Agreement.

4.3 To the extent reasonably possible, Go Vocal will inform the Customer of any anticipated failure to meet a Service Level Objective and of the steps Go Vocal shall take (or has already taken), in order to avoid the failure to meet the Service Level Objective, in accordance with the Service Level Agreement.

4.4 Go Vocal shall use reasonable endeavours to meet any performance dates specified in the Agreement, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.5 Go Vocal shall use its reasonable efforts to ensure that the Services are free from all viruses and other contaminants including any codes or instruction that may be used to access, modify, delete or damage any data files, or other computer programs used by the Customer, and that for this purpose, Go Vocal warrants that it shall use an up to date virus checker.

5. Restrictions and responsibilities

5.1 The Customer warrants and represents that it shall not when using the Services:

- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services;
- Modify, translate, create, or publish derivative works of the Services;
- Remove or obfuscate proprietary notices or labels of Go Vocal or third party proprietaries;
- Violate or infringe the Intellectual Property Rights of Go Vocal or third parties. The Customer also warrants and represents that it shall use best endeavours to promptly remove from the Services any content uploaded by the Users that violates or may violate Intellectual Property Rights of any third party;
- Use the Services for time sharing or service bureau purposes or otherwise for the benefit of a third party;
- Upload malware, viruses, trojan horses, spyware or other similar malicious software;

- Upload and distribute illegal content and content that incites or could incite hatred, violence, discrimination or other illegal activities. The Customer also warrants and represents that it shall use best endeavours to promptly make available any content uploaded by the Users that incites or could incite hatred, violence, discrimination or other illegal activities;
- Use the Services for the purpose of distributing unsolicited electronic communications;
- Interfere, circumvent, or undertake any attempt thereof, with respect to the security features of the Services;
- Undertake any other act that may interfere with the functionality, availability, or integrity of the Services;
- Use the Services in any other way that violates other policies or instructions provided by Go Vocal. It shall be at the discretion of Go Vocal to implement or modify any policy or instruction; and
- Use the Services in any other way that breaches applicable laws.

5.2 The Customer warrants and represents that it shall, while using the Services:

- Obtain, maintain and secure the Equipment, which is the sole responsibility of the Customer and which does not directly nor indirectly form part of the Services.
- Adopt secure IDs and passwords, and implement appropriate organisational measures with respect to passwords in relation to the access to the Services in line with any possible instructions provided by Go Vocal.

- Inform all Users of the Services (employees, officers, consultants) of these General Terms and Conditions.
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5.3 If the Customer breaches any provision of this clause 5, without prejudice to any other right available to Go Vocal by law or under the Agreement Go Vocal shall have the right to suspend the Customer’s access to the Services, subject to a written notification by Go Vocal to the Customer two (2) working days in advance. The Customer shall remedy the breach within ten (10) Working Days. In case the Customer does not remedy the breach within the aforementioned period, Go Vocal has the right (i) to remove the infringing content itself and (ii) to immediately terminate the access to the Services by the Customer and consider the Agreement as terminated in accordance with clause 9.

5.4 The Customer shall:

- ensure the terms of the Offer are complete and accurate;
- co-operate with Go Vocal in all matters relating to the Services;
- provide Go Vocal with such information and materials as it may require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
- obtain and maintain any and all necessary licences, permissions and consents which may be required for the Services before the date on with the Services start.

5.5 Without prejudice to any other right available to Go Vocal by law or under the Agreement, if Go Vocal's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to performance any relevant obligation (**Customer Default**):

- without limiting or affecting any other right or remedy available to it, Go Vocal shall have the right or remedy to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of its obligations in each case to the extent the Customer Default prevents or delays Go Vocal's performance of any of its obligations;
- Go Vocal shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Go Vocal's failure or delay to perform any of its obligations; and
- the Customer shall reimburse Go Vocal on written demand for any costs or losses sustained or incurred by Go Vocal arising directly or indirectly from the Customer Default.

6. Confidentiality

6.1 The parties accept the disclosure of Confidential Information among themselves. The Receiving Party shall treat and retain such Confidential Information with at least the same care as the Receiving Party undertakes to preserve and secure its own Confidential Information, but in no event shall the Receiving Party treat such information with less than a reasonable degree of care.

6.2 The Receiving Party agrees not to disclose the Confidential Information to anyone other than the employees, affiliates and suppliers of the Receiving Party on a need-to-know basis, always provided that such employees, affiliates or suppliers are aware of the confidential or proprietary nature of the Confidential Information and are subject to confidentiality obligations equivalent to those set out in this Agreement.

6.3 The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the termination of the Agreement or any information of which the Receiving Party can prove (a) it is generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law or pursuant to a court order.

7. Intellectual property

7.1 The parties acknowledge that all Intellectual Property Rights belonging to a party prior to the execution of the Agreement shall remain vested in that party, regardless of the execution of the Agreement.

7.2 The Customer shall own, or shall have the legitimate right of disposal, in all Intellectual Property Rights in the Customer Data. Go Vocal shall own, or shall have the legitimate right of disposal, in all Intellectual Property Rights in connection to the Services. Nothing in this Agreement shall operate so as to transfer or assign any such Intellectual Property Rights to another party to the Agreement.

7.3 The Customer is hereby granted a non-exclusive, non-transferable, non-sublicensable License during the Term to use the Services subject to the Agreement and within the geographical territory of the Customer.

7.4 Notwithstanding anything to the contrary, Go Vocal shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, the Customer Data), and Go Vocal shall be entitled (during and after the Term) to (i) use such information and the Customer Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Go Vocal offerings, and (ii) disclose such information and the Customer Data solely in aggregate or other anonymized form in connection with its business. Such aggregation or anonymisation shall not be undertaken if the Customer Data is processed in accordance with an explicitly identified processing purpose in Go Vocal's Privacy Policy.

8. Pricing and payment of Fees

8.1 The charges for the Services are exclusive of VAT and any other taxes, costs and royalties.

8.2 Go Vocal shall invoice the amount payable by the Customer for the Services at a time of Go Vocal's choosing. Go Vocal may agree to a yearly instalment payment schedule, in case the Term stretches over multiple years. Implementation fees, custom developments, and other services shall be paid by the Customer and may be billed in separate invoices by Go Vocal.

8.3 Payments shall be made in the currency stated on the invoice in full and in clear funds to a bank account nominated by Go Vocal, with no reductions applied due to taxes (e.g. value-added tax), charges (e.g. bank charges), or any similar fees, whether fiscal or parafiscal, direct or indirect, and time for payment shall be of the essence.

8.4 Any request by the Customer for the development of additional developments by Go Vocal, shall be charged at a 200 GBP/hour fee. Acceptance of the request by Go Vocal, as well as upfront approval from by Customer on the development estimation, are required before any such developments are executed.

8.5 Where the Customer chooses another Pricing Plan in accordance with clause 3.4, the following shall apply:

- If such change constitutes an upgrade from Essential to Standard or Premium, or from Standard to Premium, the Customer shall receive an additional invoice for the prorated amount.
- If such change constitutes a downgrade from Premium to Standard or Essential, or from Standard to Essential, the Customer shall be entitled to a prorated credit, which will be applied as a reduction on the next invoice (unless the Customer does not renew the contract, in which case the Customer gets refunded for the credit amount within 30 days after the termination of the Agreement).
- To illustrate the credit mechanism with an example, if the Customer has paid a Standard annual License Fee for X and decides to downgrade to Essential, priced at 0.5X, for 4 months to go in the Term, they will receive following credit on their next

invoice: (4/12 months) x (X - 0.5X). Assuming the Customer renews the Agreement with an equal Term of one year, they will pay the full price of the new License Fee

8.6 The Customer shall pay all amounts due under the Agreement within thirty (30) days after the invoice date. Time shall be of the essence for payment. If the Customer fails to make a payment due to the Go Vocal under the Agreement by the due date, then, without limiting Go Vocal's remedies under the Agreement, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 6% a year for any period when that base rate is below 0%.

8.7 Late payment of an invoice causes all outstanding invoices of the Customer to become due, even if the due date of these invoices has not yet expired.

8.8 Go Vocal reserves the right, at the end of each Term of the Agreement, to formulate the renewal of the Agreement under the condition of acceptance by the Customer of modified terms and Fees. Go Vocal shall notify the Customer of a proposal for an amended Fee at least thirty (30) days prior to the Expiration Date of the current Term of the Agreement. The Customer shall:

- Either notify Go Vocal in writing of its agreement to the modified terms and/or Fees no later than on the Expiration Date of the Agreement. The lack of such notification shall result in the automatic renewal of the Agreement at modified terms and/or Fees for an equal Term, which commences the day after the Expiration Date.
- Either confirm its disagreement, which shall result in the termination of the Agreement after its Expiration Date.

8.9 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).

8.10 Without prejudice to the provisions regarding indexation and renewal of the Agreement, an increase in the Licence Fee during a current Term shall be deemed a substantial alteration to the Agreement, granting the Customer the right to terminate the current Agreement. The Customer must provide written notice of termination to Go Vocal no later than ten (10) days before the effective start date of the new Licence Fee. If the Customer continues to use the Services after the effective date, the Customer shall be deemed to have accepted the new Licence Fee.

8.11 To the extent that the prices of the Services are determined by current wages, social security contributions, government charges, insurance premiums, hosting costs, exchange rates, and/or other expenses, Go Vocal reserves the right to adjust the Licence Fee at the start of the calendar year, in the event of an increase in one or more price factors, in accordance with an increase of the Consumer Price Index (for Licence Fee: even during the current Term). Indexation cannot be considered a substantial alteration to the Agreement warranting termination. Adjustments will be reflected in revised invoiced prices.

8.12 All agreed-upon Fees for purchased Services remain payable in full, irrespective of whether the Customer chooses to utilise them, except as expressly stated in this Agreement.

9. Term and termination

9.1 The Agreement is entered into for the Term specified in the Agreement. No later than thirty (30) days prior to the Expiration Date of the current Term of the Agreement, one party shall notify the other in writing if it wishes to terminate the Agreement upon its Expiration Date. In the absence of such notification, the Agreement shall be automatically renewed for an equal and successive Term which commence the day after the Expiration Date.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- the other party 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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;
- the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.

9.4 Without affecting any other right or remedy available to it, Go Vocal may suspend the supply of Services under the Agreement or any other contract between the Customer and Go Vocal if:

- the Customer fails to pay any amount due under the Agreement on the due date for payment;
- the Customer becomes subject to any of the events listed in clause 9.2, or Go Vocal reasonably believes that the Customer is about to become subject to any of them; and
- Go Vocal reasonably believes that the Customer is about to become subject to any of the events listed in clause 9.2.

9.5 In the event of termination of the Agreement:

- Go Vocal shall make available all the Customer Data to the Customer for electronic retrieval for a period of ninety (90) days. Thereafter Go Vocal shall retain the Customer Data only for the term referred to in the Data Processing Agreement, after which Go Vocal shall either anonymise the Customer Data or remove it from all its systems. Such removal shall be confirmed in writing by Go Vocal upon request of the Customer.
- The Customer shall be encouraged and permitted to export, on an unrestricted basis, any and all user-generated data (incl. ideas, comments, proposals and user lists) via self-service means before the actual Expiration Date of the Agreement.

- Upon the Expiration Date of the Agreement, the Customer shall lose all administrator and moderation rights and shall be revoked access to the back-office of the Services.
- Without prejudice to clause 8.5 and to the Service Level Agreement, no refunds of the amounts paid shall be granted to the Customer.

9.6 All sections of this Agreement which by their nature should survive termination, shall survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9.7 On termination or expiry of the Agreement:

- the Customer shall immediately pay to Go Vocal all of the Go Vocal's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Go Vocal shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.8 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

10. Warranty and liability

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in this clause 10 shall limit the Customer's payment obligations under the Agreement.

10.3 Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; and
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.4 Subject to clause 10.3, Go Vocal's total liability to the Customer shall be no more than £2,500,000.

10.5 Subject clause 10.3, this clause 10.5 sets out the types of loss that are wholly excluded:

- loss of profits.
- loss of sales or business.
- loss of agreements or contracts.
- loss of anticipated savings.
- loss of use or corruption of software, data or information.
- loss of or damage to goodwill; and
- indirect or consequential loss.

10.6 Go Vocal has given commitments as to compliance of the Services. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

10.7 Unless the Customer notifies Go Vocal that it intends to make a claim in respect of an event within the notice period, Go Vocal shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10.8 This clause 10 shall survive termination of the Agreement.

10.9 Go Vocal does not warrant that the services shall be uninterrupted or error-free, nor does it make any warranty as to the results that may be obtained from the use of the services. Except as expressly set forth in the agreement, the services are provided “as is”.

10.2 The Customer represents and warrants that:

- It owns or has obtained valid licenses of all Intellectual Property Rights in relation to the Customer Data uploaded on the Services.
- It owns a valid License for the Services with a clear mention of the License Commencement Date and License Expiration.
- It shall only use the Services in accordance with the terms of the Agreement.
- It shall not undertake any actions or participate in any conduct, even unrelated to the Services, which is intended, or could reasonably be expected, to harm Go Vocal, its reputation or its goodwill, or which could reasonably be expected to lead to unwanted or unfavorable publicity to Go Vocal.
- This Agreement is executed by a duly authorized representative of the Customer.

11. Indemnity

11.1 The Customer agrees to defend, indemnify and hold harmless Go Vocal, its officers, employees, agents, subsidiaries, affiliates and other partners, from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from any conduct or misuse of the Services which infringes a provision of clauses 5 to 7 (for example, the infringement of any Intellectual Property Right of a third party).

12. Miscellaneous

12.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.2 This Agreement is not assignable, transferable or sublicensable by the Customer except with Go Vocal's prior written consent. Go Vocal may transfer and assign any of its rights and obligations under this Agreement without consent of the Customer. Go Vocal shall inform the Customer in writing in case of any such transfer or assignment.

12.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

12.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind Go Vocal in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

12.5 All notices under this Agreement shall be in writing or by e-mail and shall be deemed to have been duly given:

- When receipt is electronically confirmed, if transmitted by e-mail.
- The day after it is sent by post letter.
- The date of confirmation of receipt, if sent by certified or registered mail.

12.6 The Agreement shall be governed by the law of England and Wales. All claims arising out of or relating to this Agreement shall be exclusively litigated in the courts of the England and Wales.

12.7 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.8 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

12.9 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Annex II.2.B: Service Level Agreement (Corporate & Enterprise)

1. Service Level Objectives

1.1 This Service Level Agreement shall provide the Service Level Objectives. The provisions of the Service Level Agreement shall prevail the General Terms and Conditions. However, any specific terms in the accepted Offer shall prevail above the Service Level Agreement.

1.2 Go Vocal shall, during the Term of the Agreement, ensure the following Service Level Objectives:

1.2.1 Go Vocal ensures a Service Availability of 99.9%, measured monthly. Downtime shall begin to accrue as soon as the Customer gives written notice to Go Vocal that downtime is taking place, accompanied by any sort of evidence of the downtime, and continues until the availability of the Services is restored.

1.2.2 Go Vocal shall handle Service Issues via the following Priority Support Services:

Definitions of Priority Levels	
Priority Level	*Description*

Critical (Level 1)	The Services, or a critical function, is not functioning properly or integrally unavailable, causing significant impact to Customer’s operations. Errors that cause data to be lost. No work-around acceptable to Customer is available. Examples could include: - Availability of Workshops or one of its critical functions; - Critical project (folder) functionalities for live projects; - Loss of critical data, such as registration and project data; - Systemic login, invitation, or registration issues (encountered by +10% of all users).
Major (Level 2)	One or more non-critical functionalities of the Services are unavailable or present major issues, causing significant impact to Customer's operations. An acceptable and temporary work-around is available to Customer. Examples could include: - Inability to save changes to a project (folder), or edit pages; - Inability to perform data exports; - Email campaign does not send out; - Inability to add new input by admins or users; - Severe loading speed issues (>5s loading time);

	- Problems with entering feedback and updating statuses.
Minor (Level 3)	The Services are available, but one or more of its functionalities present issues that have little to no impact on the work of Customer. Operations could be improved by correction of a minor error. Examples could include: - Problems embedding a survey; - Support service task requests; - Other unusual invitation, login, and registration issues.
Minimal (Level 4)	Customer requires information or assistance about the Services, such as questions about capabilities, installation, configuration, operation, cosmetic, … Examples could include: - Setting up user verification; - Changes to privacy policy, terms and conditions, etc.; - Adding custom registration data; - Product feedback and feature requests; - Changing color, header, logo, image, copy, language settings.

Error Response and Resolution Commitments		
Priority Level	Targeted Response Time	Targeted Resolution Time

Level 1	9 hours	2 Business Days
Level 2	1 Business Day	4 Business Days
Level 3	2 Business Days	10 Business Days or next software release
Level 4	5 Business Days	Undefined

The Targeted Response Time shall be measured from the moment the Customer gives the written notice until the moment the Go Vocal support team acknowledges receipt of the notice. Go Vocal shall provide Support as outlined in this section set forth for specific priority levels in the table above.

1.3 In the event where Go Vocal fails to meet a Service Level Objective, the Customer shall be entitled, upon its written request, to the following Service Credits, which shall be compensated on the first month following such event:

- Service Availability <99%: reimbursement of 10% of the License Fee, prorated over a one-month period.
- Service Availability <99.5%: reimbursement of 5% of the License Fee, prorated over a one-month period.
- Service Availability <99.9%: reimbursement of 1% of the License Fee, prorated over a one-month period.
- Failure to meet a Targeted Response Time or a Targeted Resolution Time in the context of a Critical Service Issue: reimbursement of 10% of the Fee, prorated over a one-month period.

- Failure to meet a Targeted Response Time or a Targeted Resolution Time in the context of a Major Service Issue: reimbursement of 5% of the Fee, prorated over a one-month period.
- Failure to meet a Targeted Response Time or a Targeted Resolution Time in the context of a Minor Service Issue: reimbursement of 1% of the Fee, prorated over a one-month period.

1.4 If and insofar one or more Service Levels were not reached due to Force Majeure, the previous paragraph shall not apply.

1.5 The cumulative amount of Service Credits for a one-month period, shall not exceed the total Fee prorated over a one-week period, nor the amount for which Go Vocal's liability has been insured.

1.6 The Service Credits shall be applied to the portion of the Fee that was paid in the month wherein the Service Level Objective was not met.

2. Support hours and contact information

2.1 Support Channels. Go Vocal shall provide technical support to the Client via (i) the built-in chat functionality available on the Go Vocal platform, (ii) email at support@govocal.com, and (iii) by responding to helpdesk tickets submitted through the Go Vocal platform. Support requests may be submitted through any Support channel during the Support Hours.

2.2 Support Hours. Support shall be provided on Working Days between (i) 9:00 a.m. and 6:00 p.m. Central European Time (CET) and (ii) 9:00 a.m. and 5:00 p.m. Central Time (CT), excluding official public holidays (the “Support Hours”). Requests submitted outside the Support Hours may be referred to your designated account manager.

2.3 Response Times. Go Vocal shall use commercially reasonable efforts to respond to all properly submitted support requests within one (1) Working Day.