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## VIRTUAL COMMERCE PLATFORM

### Subscription Terms

#### 1 Preamble

These subscription terms ("**Subscription Terms**") contain the terms and conditions under which the Services are delivered to Customer, its Affiliates, and Authorized Third-parties as further specified in an Order or otherwise approved by Bambuser. By executing a Subscription Order that references these Subscription Terms, the Customer, and on behalf of its Affiliates and/or Authorized Third-parties, as beneficiaries, hereby accept all the terms and conditions of these Subscription Terms, and Customer and Bambuser agree to be bound by this Agreement in its entirety. This Agreement is effective upon the Parties signature of a Subscription Order, or when the Customer or its Authorized Users uses the Services for the first time, whichever event comes first ("**Effective Date**"). In the event of any conflict between the provisions in these Subscription Terms and any provision in the Subscription Order, the provisions in the Subscription Order shall prevail unless specifically stated in the Subscription Terms. Upon any conflict between the provisions in these Subscription Terms and any link contained herein, the provisions in the link shall prevail. The commercial terms in the Subscription Order shall always prevail. In the event a subscription license is purchased through an authorized reseller or partner to Bambuser, such Customer usage of the Bambuser Solution shall be governed by these Subscription Terms. The reseller or partner will invoice Customer and if other services are separately purchased and provided by such partner or reseller (e.g setup, onboarding, technical support, customer success services) then the terms and processes of the partner or reseller for such services shall apply, not these Subscription Terms nor Bambuser's processes.

#### 2 Definitions

2.1 "**Affiliate**": of an entity means any other entity that is: (i) directly or indirectly owning or controlling such entity; or (ii) under the same direct or indirect ownership or control as such entity; or (iii) directly or indirectly controlled by such entity; for so long as such ownership or control lasts. Ownership or control shall exist „m mm through direct or indirect ownership of fifty percent (50%) or more of the nominal value of the issued equity share capital, or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

2.2 "**Agreement**": means the Subscription Terms any Subscription Order pursuant to, or which references the Subscription Terms, any documentation made available to Customer in relation to the Services, as amended from time to time.

2.3 "**Authorized Third-party**": means a natural or legal person or an organization other than Customer or Affiliate (such as reseller) using and/or benefitting from the Bambuser Solution under the terms of this Agreement.

2.4 "**Authorized Users**": means the Customer's employees, consultants, contractors, partners, or agents using the Bambuser Solution, or any part thereof, on Customer's or its Affiliates' behalf, or on behalf of an Authorized Third-party.

2.5 "**Bambuser Solution**": means a Bambuser product specified in a Subscription Order or other order form referring these Subscription Terms, and further described here: <https://bambuser.com/docs/agreement-details/>.

2.6 "**Confidential Information**": means any and all information in whatever form or nature that relates to the business of the other Party, or to the business of any Affiliate, customer, or sub-contractor of the other Party. Confidential Information includes, but is not limited to inventions, marketing plans, product information and plans, product designs, business strategies, trade secrets, know-how, financial information, legal proceedings, security processes, sales figures,

forecasts, customer lists and data, domain names, and any content of this Agreement.

2.7 **“Content”**: means any text, images, graphics, photos, video, audio, and any other content, information or data, created from or accessible via use of the Bambuser Solution including: (i) backdrop; (ii) welcome, pause and thank you screens, (iii) trade names, trademarks, logotypes or similar; (iv) chat messaging; (v) music; and (vi) any other content that the host/Agent or the video moderator, features performing the video/Call, including all video/Call segments, as applicable.

2.8 **“Customer”**: means the customer to Bambuser as further detailed in a Subscription Order or a customer to an authorized partner or reseller to Bambuser accessing the Services.

2.9 **“Customer Data”**: means any data and information submitted, or made available to Bambuser, under this Agreement by or for the Customer, its Affiliates and/or any Authorized User and/or any video or Call participant/viewer. Customer Data does not include Solution Data.

2.10 **“Deliverable”**: means a Professional Service deliverable, delivered by Bambuser or its Affiliate to Customer as further specified in a Subscription Order or amendment agreement to this Agreement.

2.11 **“Documentation”**: means all documentation available to Customer relating to the Bambuser Solution, as modified from time to time. The Documentation may include legally binding terms and conditions.

2.12 **“Force Majeure Event”**: means an event beyond a Party’s control, which prevents a Party from performing an obligation under this Agreement, and could not have been reasonably foreseen or prevented by the Party, including but not limited to civil war, fire, flood, public transport interruptions, communications or general energy supply, act of government, act of terror, strike, act of public authority, service outage, new or amended legislation, pandemics, and epidemics. Notwithstanding to the contrary above, non-performance of Bambuser’s sub-contractors shall

always be considered a Force Majeure Event and this provision shall take precedence over any conflicting provision.

2.13 **“Intellectual Property Rights”**: means all intellectual property rights of any nature anywhere in the world, (whether registered or not and including any applications) including but not limited to copyright and neighboring rights (including copyright in computer software), patents, logos, trademarks or business names, design rights, and database rights.

2.14 **“Professional Services”** means professional services such as influencer marketing services, integrated strategy services, production services, education and training services as further detailed in a Subscription Order or amendment agreement to this Agreement.

2.15 **“Services”**: means (i) the Bambuser Solution, (iii) if applicable, the Implementation Services and Onboarding available at <https://bambuser.com/docs/agreement-details/>, (iii) the Service Level Agreement available at <https://bambuser.com/legal/service-level-agreement>, and (iv) if applicable, any other professional services which are incidental or ancillary to such services, all as specified in a Subscription Order or amendment agreement to this Agreement.

2.16 **“Solution Data”**: means anonymized IP-addresses (last three digits are dropped post collection), Bambuser personnel login credentials, admin related cookies and other anonymized data, including meta-data, product usage statistics, diagnostic, and technical data, and usage statistics concerning, or generated from, the Customer’s use of the Bambuser Solution. Solution Data does not include Customer Data.

2.17 **“Subscription Order”**: means a written order, generated by Bambuser’s internal customer relationship management system, duly executed between Bambuser and Customer specifying the services ordered and referencing this Agreement. A Subscription Order shall have precedence over these Subscription Terms.

2.18 **“Taxes”**: means any value added taxes, levies, withholding taxes, duties, or similar governmental assessments of any nature.

2.19 **“Unauthorized Content”**: means any Content that (i) is hateful, offensive, racist, provoking, nude, sexist, bigoted, libelous, defamatory, obscene, abusive, pornographic, lewd, erroneous, stalking or threatening; (ii) advocates or encourages conduct that could constitute a criminal offence, gives rise to civil liability, or otherwise violates any law, regulation, authority/governmental decision, instruction, directive or similar; (iii) creates incorrect, misleading, or deceptive impressions; (vi) divulges the privacy or personal data of others without permission; (vii) infringes any Intellectual Property Rights or any other third party right; or (viii) impairs, or intends to impair, the reputation of Bambuser or its brands.

### 3 General Undertakings of the Parties

3.1 **Bambuser undertakings.** Bambuser shall:

- (i) make the Bambuser Solution available to the Customer pursuant to the terms of this Agreement;
- (ii) provide support, or other customized adaptations, if such Services are separately purchased by the Customer;
- (iii) provide through itself or any Bambuser Affiliate Professional Services if such services are separately purchased by the Customer. Specific terms and conditions may apply to such professional services;
- (iv) provide the Bambuser Solution in accordance with applicable law; and
- (v) take commercially reasonable efforts to make the Bambuser Solution available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which Bambuser shall give written notice in advance), and (b) what is stated in Section 14.1 (‘Force Majeure Event’). Customer hereby acknowledges that Bambuser may refuse to deliver the Services in certain markets as listed in <https://bambuser.com/docs/agreement-details/>.

3.2 **Undertakings of Customer.** The Customer shall:

- (i) comply with all applicable laws, this Agreement, and assume full responsibility for any and all acts or omissions made by Customer, its Affiliates, and Authorized Users;
- (ii) pay any undisputed charges for Services according to the payment terms;
- (iii) follow Bambuser’s instructions, requirements and take all necessary measures to ensure the Bambuser Solution operates as intended;
- (iv) retain sole responsibility for Content and Customer Data and be fully responsible and liable for the accuracy, quality, integrity and legality of the Content and Customer Data, and the lawful means by which the Customer

acquires, processes, and stores the Content and Customer Data including all rights related to it;

- (v) implement technical and organizational measures that effectively prevents unauthorized access to, or use of, the Bambuser Solution including backups of the Customer Data, and promptly notify Bambuser of any such unauthorized access or use.
- (vi) be liable for all its third party integrations made in connection with the Services (including but not limited to booking platforms, Shopify integration etc); and
- (vii) Take full responsibility and comply with any third-party platform provisions when using the Bambuser Solution (including, but not limited, to the targeted domain site where the video is broadcasted, any mirroring of the video to social media platforms and AI or dubbing/translation related features etc.)
- (viii) Customer may purchase support and customer success services (e.g implementation, onboarding, technical support) via a reseller or partner (e.g Shopify) to Bambuser. In such case, the agreement between customer and such reseller or partner shall apply, not these Subscription Terms nor the processes of Bambuser, and Bambuser disclaims any responsibility related to such services.

3.3 Customer further acknowledge that Bambuser has no control over Customer Data nor is the Bambuser Solution including Customer Data monitored by Bambuser.

## 4 Use of the Bambuser Solution

4.1 **Authorized Use.** Bambuser grants to Customer a limited, personal, revocable, non-transferable, and non-exclusive right for Authorized Users to use the Services for its reasonable business operation during the term of the Subscription Order and in accordance with this Agreement, the Subscription Order and any other specific provision or third party terms related to a specific service, feature or product, as applicable.

Customer may not provide access to a third party, in part or in full, to the Bambuser Solution unless it has received Bambuser's prior written approval.

4.2 **Unauthorized use.** The Customer shall in no event:

- (i) make any part of the Bambuser Solution available to, or use any part of, the Bambuser Solution for the benefit of anyone other than Customer's Authorized Users;
- (ii) sell, resell, license, sublicense, transfer, distribute, make available, rent, or lease any part of the Bambuser Solution or right, or embed the Bambuser Solution in a service bureau or outsourcing offering, unless such right is explicitly authorized by Bambuser in writing;
- (iii) publish, display, disclose, or otherwise make available Unauthorized Content in a video/ Call, or to the public;
- (iv) use the Bambuser Solution store, disseminate, or disclose malicious code, including computer viruses, worms, and trojans;
- (v) attempt to gain unauthorized access to the Bambuser Solution, or its related systems or networks;
- (vi) permit direct or indirect access to, or use of the Bambuser Solution, in any way that circumvents contractual usage limits;
- (vii) copy or reverse engineer the Bambuser Solution or any part, feature, function or user interface thereof;
- (viii) frame or mirror any part of the Bambuser Solution, other than framing the Customer's own intranet or otherwise, or as permitted in this Agreement;
- (ix) access the Bambuser Solution to compete with Bambuser or for the purpose of building a similar solution or using or copying similar idea, features, functions or graphics of the Bambuser Solution; or

- (x) remove any copyright, trademark, or other proprietary right notices associated with, or visible on, the use of the Bambuser Solution.

Additional provisions regarding unauthorized use of the Bambuser Solution or subscription license restrictions may be included in the Subscription Order.

**4.3 Indemnification.** Customer shall fully indemnify, defend, and hold harmless Bambuser, its Affiliates, and officers, directors and employees, of Bambuser from and against any loss, costs, expenses, or damages, directly or indirectly caused by, or incurred by reason of a third-party claim, allegation, or lawsuit arising out of, or related to Content or Customer Data, or the acts or omissions of Customer, its Affiliates including any third party to Customer or its Affiliate, or Authorized User in breach of this Agreement.

## 5 Fees and Payment

5.1 Terms and conditions in respect to fees, invoicing, additional license provisions and payment are set out in the Subscription Order or in an agreement between the Customer and authorized reseller to Bambuser. Except as otherwise set forth herein, payment obligations are non-cancellable and all fees are non-refundable. The quantity of Services agreed to cannot be decreased. Certain features may also be subject to additional fees. Customers acknowledge and accept that Bambuser's right to receive payment and the validity of an invoice are not contingent upon the issuance of a purchase order by the customer.

5.2 Bambuser will invoice Customer by sending a 'PDF' to the Customer's email address specified in the Subscription Order. Customer shall contact Bambuser within seven (7) days after receiving the invoice if there are any discrepancies or disputes regarding the invoice. The Customer is responsible for providing complete and accurate billing and contact information to Bambuser within seven (7) days of the Effective Date of the Subscription Order. Customer shall notify Bambuser of any changes to such information. Bambuser only

accepts payment via bank transfer and not cheques or other means. For international payments, the principle of SHA (shared costs) expenses shall apply. Any deducted fees shall be retroactively charged back to Customer on the Customer's next scheduled invoice.

**5.3 Late Payments.** If any payment for undisputed fees is not received by Bambuser by the due date, without limitation to Bambuser's rights or remedies under applicable law, or this Agreement, any late payment shall accrue an interest rate of 8% per annum or the maximum amount as allowed by law, whichever is higher. Such interest shall accrue both before and after any judgement.

**5.4 Taxes.** Bambuser's fees in the Subscription Order are exclusive of any Taxes. The Customer is responsible for paying all Taxes arising from its purchases under this Agreement. If Bambuser is obligated to pay or collect Taxes which are the responsibility of Customer under Section 5.4, Bambuser shall invoice the Customer and the Customer shall pay such invoiced amount, unless the Customer provides Bambuser with a valid tax exemption certificate authorized by the appropriate taxing authority.

If the Customer has the legal obligation to report, pay and/or collect Taxes for which Bambuser is responsible, the Customer hereby agrees to:

- Assess and confirm the applicable tax rate and amount of taxes due, taking both local domestic tax rules and the double tax treaty between Sweden and the country where Customer is domiciled into consideration;
- Inform Bambuser of the outcome of the above assessment prior to making any payments;
- Only report, pay and/or collect taxes in accordance with the above assessment, and
- Reimburse Bambuser for any taxes reported, paid and/or collected by the Customer that exceeds the tax due that has been confirmed.

The Customer shall also reimburse Bambuser for any taxes withheld (including any taxes levied on such reimbursement). As such, the fees in Subscription Order are exclusive on any taxes levied.

If requested by the Customer, Bambuser hereby agrees to provide the Customer with a valid tax residency certificate issued by the appropriate taxing authority.

5.5 If Customer orders the Bambuser Solution from an authorized partner or reseller of Bambuser, the partner or reseller will set the pricing and payment terms for that order and Customer will pay the amount due to the partner or reseller. In the event of late payment by the partner or reseller to Bambuser, Bambuser shall, without prejudice to any other rights or remedies, be entitled to discontinue the performance of Bambuser's obligations and suspend the Bambuser Solution, until all due and outstanding invoices have been paid to Bambuser.

## **6 Intellectual Property Rights**

6.1 **Proprietary rights.** All Intellectual Property Rights existing prior to the Effective Date, or created independently hereof, shall be the sole and exclusive property of the party (or the party's licensor) who created it, unless otherwise explicitly set forth below.

6.2 **Reservation of Customer rights.** As between Bambuser and Customer, Customer reserves all of its rights, title, and interests whatsoever of any nature in and to the Content and Customer Data including but not limited to all related Intellectual Property Rights.

6.3 **Reservation of Bambuser rights.** Bambuser and its third party licensors reserve all its rights, title, and interest whatsoever of any nature in and to the Bambuser Solution, the Services and Solution Data including but not limited to, all related Intellectual Property Rights.

6.4 **License rights granted to Bambuser.** The Customer hereby grants Bambuser a limited right to use the Content and Customer Data for the

purpose of delivering the Bambuser Solution, related support services and, in some cases, marketing purposes as specified in Section 14.11 below.

6.5 **Professional Services.** The Intellectual Property Rights related to Professional Services and the Deliverables provided by Bambuser to Customer shall be further specified in a Subscription Order or amendment agreement to this Agreement.

## **7 Suspension of Services**

In addition to other rights and remedies provided for in this Agreement or by law, Bambuser is entitled to, with prior notice and without any liability, suspend Customer, Customer Affiliate or an Authorized Third-party, from accessing and using the Bambuser Solution if:

- (i) any provisions of 4.2 (Unauthorized Use) are violated;
- (ii) the Customer takes any action that, in Bambuser's reasonable opinion, compromises the security of the Bambuser Solution;
- (iii) the Customer operates in a business that, in Bambuser's reasonable opinion, might harm Bambuser's business or brand; or
- (iv) the Customer has late payments or unpaid and undisputed invoices past due.

## **8 Confidentiality**

8.1 **Confidentiality undertakings.** Each Party undertakes, both during the term of this Agreement and after its expiration or termination, not to disclose Confidential Information received from the other Party to any third parties. Each Party agrees to use no less of a duty of care in protecting the Confidential Information of the other Party as it uses with respect to its own Confidential Information, but in any event, no less than a reasonable standard of care given the nature of the Confidential Information and/or the circumstances surrounding its disclosure.

**8.2 Exemptions from confidentiality.** The foregoing shall not apply to any Confidential Information which:

- (i) is in the public domain at the time of disclosure, or that which later becomes part of the public domain through no fault of the receiving Party;
- (ii) was known to the receiving Party prior to disclosure by the disclosing Party, or is independently developed by the receiving Party without any use of Confidential Information of the disclosing Party, in each case as evidenced by the receiving Party;
- (iii) is disclosed to the receiving Party free of obligations to confidentiality by a third party who had the right to furnish such Confidential Information;
- (iv) is required to be disclosed by operation of law or by court order, and is not protected by any claim of privilege, provided the receiving Party attempted to notify the disclosing Party prior to disclosure, and any available governmental or judicial protection is obtained by the receiving Party;
- (v) is required to be disclosed under a Party's contract with a recognized stock exchange;
- (vi) is necessary to be disclosed to an Affiliate, supplier, or sub-contractor of the receiving Party for the purpose of exercising rights or performing duties under this Agreement; or
- (vii) has received the other Party's prior written approval to disclose Confidential Information.

**8.3 Notification of disclosure.** If a Party is obliged to disclose or provide Confidential Information according to Section 8.2(iv) or 8.2(v) ('Exemptions from confidentiality'), such Party shall, to the extent possible, confer with the other Party before doing so, and shall provide the other Party the opportunity (at such other Party's sole cost) to prevent or limit the disclosure of such Confidential Information and shall cooperate with such other Party in connection therewith.

**8.4 Business records.** All Confidential Information shall remain the property of the originating Party, regardless of its form. Upon the expiration of this Agreement, for whatever reason, Confidential Information shall be destroyed or returned to the other party without prior request.

## **9 Representations and Warranties**

**9.1 Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so. The Customer represents that all information submitted to Bambuser in connection with the Bambuser Solution, including account and billing information, is accurate, complete, and truthful, and shall promptly update Bambuser with any changes to such information if it becomes inaccurate. Furthermore, the Customer represents that it has all necessary rights and licenses to transmit and provide the Content and Customer Data while using the Bambuser Solution as detailed in this Agreement.

**9.2 Disclaimer of warranty.** Except as explicitly provided herein or required under applicable law, Bambuser disclaims all warranties of any kind with respect to the Bambuser Solution, Services or Content and any services provided by an authorized reseller or partner, whether express or implied, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement.

Specifically, Bambuser makes no warranty that the Bambuser Solution, Services or the Content will:

- (i) meet Customer's expectations, intentions, requirements, goals, or needs;
- (ii) be of a certain quality, accurate, unique, appropriate, representative, correct, uninterrupted, timely, secure, or error-free; or
- (iii) be interoperable with any third-party technology.

Additionally, Bambuser disclaims any and all liabilities in relation to (i) any third party software (including but not limited to booking platforms, Shopify or other platform integration), or third party platforms (including but not limited to customer reseller platforms, social media

platforms including but not limited to any permission, data or content rights, licenses or API integrations) and (ii) governmental decision, authority decision or similar, preventing Bambuser from providing the services in a certain market. The Customer acknowledges and agrees that any provisions of a social media platform that conflict with this Agreement will take precedence. Bambuser's liability and indemnification obligations arising out of any outage or unavailability, in full or in part, of the Bambuser Solution is limited to the provisions set forth in the Service Level Agreement. These provisions shall take precedence over any conflicting provision.

## **10 Software Infringement Indemnification**

**10.1 Claims against Customer.** Bambuser shall indemnify the Customer and its Affiliates, from and against any damages, costs and expenses (including reasonable attorneys' fee) awarded in a final, non-appealable judgment of a court of competent jurisdiction, or agreed to in a settlement approved in writing by Bambuser, to the extent arising from a third-party claim that the Bambuser software infringes directly such third party's Intellectual Property Rights.

**10.2 Right to Indemnity.** In order for Customer to exercise its rights to be indemnified, Customer shall:

- (i) promptly notify Bambuser in writing;
- (ii) at Bambuser's request, grant Bambuser the sole and exclusive control of the defense, and all related settlement negotiations; and
- (iii) provide Bambuser with all reasonable assistance, information, and authority to perform the above.

**10.3 Exemptions.** Notwithstanding to the contrary above, Bambuser shall have no liability to indemnify Customer for and against any claim against Customer arising out of or related to :

- (i) modification of the Bambuser Solution by the Customer; or

- (ii) the combination or use of the Bambuser Solution with software, works, or materials not provided by Bambuser;
- (iii) Customer's use of the Bambuser Solution in breach of the Agreement; or
- (iv) Any third party software (including but not limited to open source software or any software provided or made available by Bambuser or Customer).

**10.4 Remedies for infringement.** In the event the Bambuser Solution is held to, or Bambuser believes is likely to be held to, infringe any third party's Intellectual Property Rights, Bambuser shall have the right at its sole option and expense to cure the deficiencies by any of the following remedies:

- (i) substitute or modify the Bambuser Solution so that it is non-infringing, while retaining all material aspects, and equivalent features and functionality;
- (ii) obtain a license for the Customer to continue using the Bambuser Solution under commercially reasonable terms; or
- (iii) if the remedies in this Section 10.5 (i) and (ii) are not reasonably practicable to achieve by Bambuser, terminate this Agreement.

In the event Customer has paid fees in advance attributable to periods after the effective date of termination, Bambuser shall refund such fees pro rata. This shall be the sole and exclusive remedy under this Clause.

## **11 Limitation of Liability**

**11.1** Bambuser's aggregated liability for all damages arising out of or related to this Agreement, whether in contract or tort, or otherwise, including any Bambuser indemnification obligation, regardless of the number of claims, shall never exceed an amount equal to all amounts paid by the Customer to Bambuser during the twelve (12) months preceding the first incident out of which the liability arose.

**11.2** In no event shall either Party be liable to the other Party or be obliged to indemnify the other



Party for any loss of revenue, loss of profit, loss of business, loss, deletion, corruption or unauthorized disclosure of data, reputational damage, host costs, production related costs, or loss of savings, or for any punitive, indirect, special, incidental or consequential damages. Bambuser further disclaims any liability or indemnification obligation relating to a service or software provided or made available by an authorized Reseller or partner.

## 12 Notices

Written notices, including termination notice, and claims given by the Customer to Bambuser shall be sent to [salesops@bambuser.com](mailto:salesops@bambuser.com) and [legal@bambuser.com](mailto:legal@bambuser.com) to be valid. Notices to Customer shall be sent to the email address set forth in the order or associated onboarding process.

## 13 Term and Termination

**13.1 Term.** These Subscription Terms shall enter into force upon the execution of a Subscription Order referencing these Subscription Terms and shall remain in force until all Subscription Orders referencing these Subscription Terms have expired or have been terminated in accordance with the terms set forth herein.

The term of a Subscription Order shall commence on the License Subscription Start Date specified in the Subscription Order. The term of a Subscription Order is detailed in such Subscription Order. All Subscription Orders are binding for their full term and Customer is not permitted to terminate the Subscription Order during a term. Notice for non-renewal is regulated in Section 13.2.

### 13.2 Notice period & Automatic renewal

Upon the expiration of a term, the Subscription Order shall always automatically renew for an additional twelve (12) months period unless either Party provides the other Party with a written notice of non-renewal at least three (3) months before the end of the then-current term.

A renewal term shall commence on the day after the end of the then-current term.

The Parties may agree on a longer or shorter notice period in a Subscription Order.

Bambuser reserves the right to increase the fees by up to 10% per renewal term based on the previous term's pricing. Additionally, prices may also be increased due to inflation, and Bambuser may retroactively invoice the Customer for such increases.

**13.3 Termination by breach.** Either Party may terminate this Agreement with immediate effect by written notice to the other Party if any of the following events occur:

- (i) the other Party commits a material breach of any term of this Agreement, and that breach is irremediable, or if such breach is remediable, the Party alleged to be in breach, fails to remedy such breach within fourteen (14) days after being notified in writing of such breach by the terminating Party;
- (ii) if bankruptcy or insolvency proceedings are instituted against the other Party and such proceedings are not dismissed within thirty (30) calendar days from the date of proceedings, or the other Party makes an assignment for the benefit of its creditors;
- (iii) in the event a Force Majeure Event lasts for more than thirty (30) calendar days.

**13.4 Effects of termination.** The rights of either Party under this Section 13.5 are in addition to any other rights and remedies permitted by law or under this Agreement. Upon termination for any reason, the Customer shall immediately cease all use of, and destroy all copies of, the Bambuser Solution.

## 14 Miscellaneous

**14.1 Force Majeure.** If a Force Majeure event occurs, a Party shall not incur any consequences for failing to fulfill its obligations. As soon as is reasonable following the affected Party's notice, the Parties shall consult with each other in good faith, and use all reasonable endeavors to agree to

appropriate terms to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of this Agreement. The affected Party shall notify the other Party as soon as possible after the Force Majeure Event ceases. Following such notification, the Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event, unless otherwise agreed in writing by both Parties.

**14.2 Amendment.** Amendments to the Agreement shall require the signature of both Parties to become effective.

**14.3 Survival.** This Agreement shall continue in effect after termination or expiration to the extent necessary to provide for final billings and payments, and for costs incurred hereunder; to permit the determination and enforcement of confidentiality, liability, and indemnification obligations arising from acts, omissions, or events which occurred while this Agreement was in effect.

**14.4 Assignment.** Neither Party shall be entitled to assign or transfer any or all of its rights, benefits, or obligations under this Agreement without the prior written consent of the other Party, except that Bambuser may (i) transfer and assign this Agreement to a Bambuser Affiliate or a third party in relation to a merger or acquisition and/or (ii) transfer and assign Bambuser's right to receive payment under this Agreement or any part thereof to any third party and/or (iii) transfer and assign a right or obligation of Bambuser under this Agreement to a subcontractor.

**14.5 Subcontractors and third-parties.** Each Party may use subcontractors or other third-parties to fulfill its obligations under this Agreement. Whenever applicable, each Party is fully responsible for its own undertakings arising out of, or in connection with, the use of subcontractors and other third-parties. Subject to Section 14.1, each Party is fully liable for any such subcontractor or other third-parties, including but not limited to, Authorized Third-parties, and Customer's use of social media services, such as Facebook, Instagram, YouTube, TikTok, etc., in connection with the use of Bambuser Solution.

**14.6 Injunctive relief.** The Customer hereby acknowledges and agrees that breach of this Agreement, or any unauthorized use, disclosure, or distribution of the Bambuser Solution, may cause irreparable harm to Bambuser, the extent of which would be difficult to ascertain, and that Bambuser shall be entitled to obtain equitable relief, including but not limited to an immediate temporary and/or permanent injunction and specific performance (in addition to any other available remedies at law), in any court of competent jurisdiction under the applicable laws thereto without the necessity of posting a bond or surety therefor.

**14.7 Entire agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous written or oral agreement (including any non-disclosure agreement) between the Parties in relation to the subject matter of this Agreement.

**14.8 Severability.** If any Section (or part of a Section) of the Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall, insofar as it is severable from the remainder of the Agreement, be deemed omitted from the Agreement, and the remaining provisions of the Agreement shall remain in effect.

**14.9 Data Processing.** The Parties have agreed that Bambuser, within the scope of the Services under this Agreement, will process personal data vested in Content as a data "processor" to Customer within the meaning of General Data Protection Regulation (EU) 2016/679 ("GDPR"). In compliance with Article 28 of GDPR and to protect the rights and freedoms of data subject, regarding Bambuser's data processing operations within the scope of this Agreement, the Parties have agreed to incorporate the Data Processing Agreement available at <https://bambuser.com/docs/agreement-details/>.

Customer has the option to choose the geographical location for the processing activities undertaken by a cloud service provider in the Subscription Order. Should the Customer not make such a choice, the geographical location for

such processing will be based on Customer's location.

**14.10 Non-solicitation of Bambuser personnel.** During the agreement term and six (6) months after, Customer or any Affiliate to Customer, shall not, directly or indirectly, solicit, hire, recruit or otherwise encourage or attempt to solicit any employee of Bambuser. In the event Customer breaches this section, Customer shall pay to Bambuser a fine of five hundred thousand (500 000) SEK.

**14.11 Marketing.** The Customer hereby grants Bambuser the right to use the Customer or its Affiliate's name, trademark, logo, Content and other related materials on the Bambuser website, Bambuser owned social channels and in other forms of marketing communications and creation of marketing assets. The Customer acknowledges and agrees that the Bambuser Solution may display the phrase 'Powered by Bambuser' in all videos, chats or calls, visible to any third party, including viewers and end consumers.

**14.12 Audit.** Bambuser shall have a right to audit the Customer's compliance with this Agreement during the Subscription Term. Customer shall co-operate with Bambuser in full, by *inter alia* allowing Bambuser, or any third party appointed by Bambuser, to access relevant material, reports and any other documentation reasonably requested by Bambuser.

**14.13 Limitation.** The Parties agree that, except for claims relating to non-payment, any claim or cause of action arising out of or relating to this Agreement must be commenced within one (1) year after the date on which the Party asserting the claim knew or reasonably should have known of the facts giving rise to such claim or cause of action, or such claim or cause of action shall be permanently barred.

## **15 Governing Law and Dispute Resolution**

**15.1** The following governing law and dispute resolution provisions shall apply between the Parties: In the event Customer is domiciled in North America, Central America or South America

Section 15.2 below shall apply to this Agreement. In the event Customer is domiciled in the United Kingdom, Section 15.3 below shall apply to this Agreement. In the event Customer is domiciled in any other country not previously listed in this Section 15.1, then 15.4 shall apply to this Agreement, unless otherwise agreed to by both Parties and specified in a subscription order.

**15.2** This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts between residents of that State, and executed in, and to be performed entirely within that State, and without giving effect to such State's conflicts of laws provisions. Each Party hereto irrevocably consents to the exclusive venue and jurisdiction of the state and federal courts located in the State of New York. Each Party hereto agrees that it may be served with process at the address set forth on the subscription order. Each Party hereto expressly waives trial by jury.

The Parties hereby agree, disregarding the matters covered by Section 14.6 ('Injunctive relief') above, payment collections/disputes/claim or the validity of the Agreement, that all other disputes, controversies, or claims arising out of, touching upon, or relating to this Agreement, including without limitation, the administration, breach, enforcement, interpretation or validity thereof (collectively, a "**Dispute**") shall exclusively be settled by binding, confidential arbitration in New York County, New York in accordance with the Comprehensive Arbitration Rules (the "**Rules**"), then in effect, of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") or a successor organization. Accordingly, the resolution of any Dispute pursuant to the immediately preceding sentence shall be final and binding on the Parties hereto, and the prevailing Party shall have the right to have the judgement enforced by a court of competent jurisdiction. The language to be used in the arbitral proceedings shall be English.

**15.3** This Agreement and any disputes or claims between the Parties, arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims),

shall be governed by, and construed in accordance with, the laws of England and Wales, excluding any conflict of law principles.

With the exception for claims related to non-payment or the validity of the Agreement, any other dispute, controversy, or claim arising out of, or in connection with, this Agreement, or the breach, termination, or invalidity thereof, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one. The seat, or legal place of arbitration, shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.

15.4 This Agreement and any disputes or claims between the Parties arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive laws of Sweden, excluding any conflict of law principles.

With the exception for claims related to non-payment or the validity of the Agreement, any other dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination, or invalidity thereof, shall be referred to, and finally resolved by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “**SCC**”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its sole discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one (1) or three (3) arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

