

# Blockbax

## Master Subscription Agreement for Resell Customers

This Master Subscription Agreement for Resell Customers (this **“MSA”**) is entered into as of the last date signed below (the **“Effective Date”**), and is made by and between CUSTOMER NAME, having its principal place of business at CUSTOMER ADDRESS (**“you”**), and Blockbax B.V., having its statutory seat in Rotterdam, The Netherlands, registered address at Delftsestraat 17D, 3013AC Rotterdam and with the trade register of Netherlands under number 70370346 (**“Blockbax,” “we,” “us,”** or **“our”**) together hereafter referred to as Parties or individually as Party. This Agreement contains the terms and conditions that govern your access to and use of the Service (as defined below) for which you obtained a subscription through a Blockbax authorized Reseller. The MSA shall apply to all Orders, act and legal acts in relation to the Agreement of you; and Blockbax or the Reseller.

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## **1. Subscription Authorizations and Scope of Use**

1.1. Subject to the terms of this Agreement and the applicable Policies, Blockbax authorizes you to access and use the Service and Documentation solely for your internal business use, by and through Authorized Users. This Subscription Authorization is limited, nonexclusive and nontransferable, unless Parties agreed in writing otherwise.

## **2. Agreement Structure**

2.1. **The Agreement** means this MSA, the Order, applicable Order Form, annexes, addendums and amendments thereto. The Service provided as a fully managed service ("**Software-as-a-Service**" or "**SaaS**"), shall be subject to the attached Appendix 1 entitled "SaaS Specific Terms". The Service provided as software you manage yourself on your hardware ("**On-Premise**"), shall be subject to the attached Appendix 2 entitled "On-Premise Specific Terms".

2.2. If a term in an Order, annex or addendum conflicts with, or is different than, a term in this Agreement, the provisions of this MSA will prevail unless the term in the Order specifically states that it will prevail.

2.3. Subject to Blockbax' acceptance, you or your Affiliates (each, a "Customer Entity") may enter into Orders. Each Order will be a separate agreement between Blockbax and the Customer Entity that signs the Order and in each such case, all references to "you" in this Agreement will be deemed references to the Customer Entity that signed the Order; provided, however, that you and your Affiliates will be jointly

liable for compliance with the terms of this Agreement and any Order by any Customer Entity, and you accept full liability as between the Parties for the actions and inactions of your Affiliates. A breach of the terms of this Agreement or any Order by any Customer Entity will be considered a breach by each Customer Entity.

2.4. An Order may state a term for that Order (the "Order Term"). In the event an Order does not specify a fixed term, then the Order Term will run from the Order's effective date until the end of the calendar month in which either Party gives notice of termination in accordance with the Agreement.

2.5. Capitalized terms not otherwise defined in the Agreement shall have the respective meanings assigned to them in the section Definitions of the MSA.

### **3. Warranties and Disclaimers**

3.1. Each Party represents, warrants and covenants that: (a) has the authority to enter into and perform this Agreement, (b) it will comply with all Applicable Laws and regulations in connection with this Agreement, and (c) such Party's entering into this Agreement, and performance of its obligations and exercise of its rights under this Agreement, do not and will not violate any Applicable Laws.

3.2 Blockbax warrants that: (a) the Service will function substantially in accordance with the Documentation; and (b) Blockbax will not materially decrease the overall functionality of the Service as it existed at the Effective Date. To the extent permissible under Applicable Law, as your sole and exclusive remedy for a breach of this warranty, Blockbax will, at its option and at its own expense, either (a) modify the Service to conform to the warranties, or (b) provide a workaround solution that will reasonably meet your requirements. If neither of these options is commercially feasible, Blockbax may terminate the applicable Order(s), in which case Blockbax provides a refund of any prepaid unused fees for the applicable Order(s).

**3.3. Except as expressly provided in this Agreement, the Service, Support and all other items made available by Blockbax are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied. Blockbax assumes no liability or responsibility for any (a)**

**errors, mistakes or inaccuracies of Customer Data or information posted, transmitted or otherwise made available through the Service, (b) personal injury or property damage, of any nature whatsoever, resulting from use of the Service or Support, (c) any interruption or cessation of transmission to or from the Service, or (d) the defamatory, offensive or illegal conduct of any third party not under Blockbax' control.**

**3.4. Except as expressly provided in this Agreement, neither Party makes any warranty or guaranty of any kind, whether express, implied, statutory, or otherwise, and each Party specifically disclaims all warranties, whether implied, express, or statutory, including any implied warranty of title, merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by Applicable Law.**

#### **4. Limitation of Liability**

**4.1. To the fullest extent permitted by Applicable Law: (a) in no event shall either Party, its Affiliates or their employees, contractors, agents, officers or directors be liable for any Indirect Damages; and (b) in no event shall either Party's cumulative and aggregate liability under this Agreement for Direct Damages exceed the fees paid to Blockbax by a Customer Entity under the applicable Order(s), including prior Orders for the same Service, in the 12 months preceding the event giving rise to the liability. The exclusions and limitations in this section apply whether the alleged liability is based on contract, tort, negligence, or any other basis, even if the non-breaching Party has been advised of the possibility of such damage.**

**4.2. The exclusions and limitations in this section shall not apply to (a) death or personal injury caused by negligence, (b) a Party's indemnification obligations under the Agreement, (c) gross negligence or willful misconduct, (d) a Party's breach of its confidentiality obligations under the Agreement, (e) misappropriating the other Party's intellectual property, (f) or your payment obligations to Blockbax under this Agreement.**

## 5. Support

5.1. Subject to this Agreement, Blockbax shall provide Authorized Users support through the Service and by email with respect to their use of the Service ("**Support**"). Although response times are not guaranteed, Blockbax shall endeavor to respond to requests for Support within 48 hours. In the event any Support is not performed with reasonable skill, care and diligence, Blockbax shall re-perform the Support; and you acknowledge that re-performance shall be your sole and exclusive remedy for any such defective performance.

5.2. You may access the Blockbax API, as well as certain client applications and agents developed and made available by Blockbax from time to time ("**Blockbax Library**") to support access and use of the Service.

5.3. If you elect to use the Blockbax Library, you acknowledge and agree that: (a) it is only made available to support access and use of the Service; (b) Blockbax has no liability with respect to any other use of such Blockbax Library; and (c) you are responsible for complying with the applicable license(s) for such Blockbax Library. To the extent any such applicable license requires that Blockbax provides you the right to use any open source software in Blockbax Library that is inconsistent with rights granted in this Agreement, then the rights in the applicable open source license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open source software.

## 6. Non-Blockbax Services and Material

6.1. The Service supports integrations and other connections to certain Non-Blockbax Services. If an Authorized User chooses to use a Non-Blockbax Service with the Service, in doing so, you hereby grant to Blockbax permission to interoperate with the Non-Blockbax Service. Your acquisition and use of Non-Blockbax Services is governed solely by the terms of the relationship between you and the provider of the Non-Blockbax Services.

6.2. Although you may be able to connect to or otherwise access Non-Blockbax Services or other Non-Blockbax Material through the Site or Service, you acknowledge and agree that: (a) Blockbax does not control and is not responsible for any Non-Blockbax Material; (b) Blockbax has

no liability with respect to any use of Non-Blockbax Material; and (c) you are responsible for complying with Blockbax' Policies and with any licenses and other terms applicable to the Non-Blockbax Material. Any changes to Non-Blockbax Material, including their availability or unavailability, during the Order Term does not affect your obligations under this Agreement.

## **7. Privacy and Security**

7.1. User Personal Data is required by Blockbax to provide and support the Service, for example, to authenticate Authorized Users and to respond to requests for Support. You shall ensure that all User Personal Data is accurate and correct at all times during the Order Term. Blockbax shall only use User Personal Data in accordance with the Privacy Policy and Applicable Law. Except for limited User Personal Data, you acknowledge the Service is not intended for use by you or any Authorized User to transfer, process, use or store information relating to an identified or identifiable natural person, and you agree to not use the Service for such purpose.

7.2. Without limiting the foregoing, you represent and agree that that you shall not include in Customer Data any sensitive personal data as defined in the **“GDPR”** (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016).

7.3. Security. Blockbax shall maintain throughout the Order Term an industry-standard information Security Program, including physical and technical security policies and procedures, with respect to Customer Data and User Personal Data. The program shall include measures: (a) to protect Customer Data and User Personal Data from accidental loss and from unauthorized access, use, alteration or disclosure; and (b) which provide a level of security appropriate to the nature of the data and the risk represented by its transfer, processing, use and storage.

## **8. Requirements and Restrictions**

8.1. You shall be solely responsible for providing, installing and maintaining at your own expense all equipment, facilities and services necessary to enable Authorized Users' access and use of the Service.

8.2. You shall be strictly responsible for the performance of your Affiliates and their personnel (including employees and contractors) and

Authorized Users, and their use of the Service and Support, in compliance with this Agreement. Without limiting the foregoing, you represent and agree that: (a) you have all rights in the User Personal Data and Customer Data (including without limitation having provided all notices and received all consents and authorizations) required for the Parties to perform their respective obligations and exercise their respective rights in connection with this Agreement; and (b) you shall be solely responsible for ensuring that the use of User Personal Data and Customer Data that Authorized Users post, send or otherwise make available using the Service complies with the Policies, all Applicable Laws, and any other legal or contractual restrictions relating to User Personal Data or Customer Data.

8.3. You shall use commercially reasonable efforts to prevent unauthorized access or use of the Service, and shall contact Blockbax promptly if: (a) User Personal Data related to the Service, or any associated password, is lost, stolen or disclosed to an unauthorized person; or (b) you reasonably believe the Service has otherwise been compromised.

8.4. No provision of this Agreement includes the right to, and you shall not, directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Service; (b) modify or create any derivative work based upon the Service; (c) engage in, permit or suffer to continue any copying or distribution of the Service; (d) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Service (except to the extent such restriction is limited under Applicable Law); (e) access the Service in order to build a competitive solution or to assist any third party to build a competitive solution; (f) remove, obscure or alter any proprietary notice related to the Service; or (g) use or permit others to use the Service other than as described in this Agreement, the Policies and Documentation, or for any unlawful purpose. In the event Blockbax believes that you are violating any of the terms set forth in this section, in addition to any other remedies available by law or in equity (including termination pursuant to the Agreement), Blockbax will have the right to suspend your (or any Authorized User's) access to and use of the Service for so long as is reasonably necessary to address such potential violation. Blockbax shall notify you of any such suspension by email and in advance (except in urgent or emergency situations), and work with you in good faith to resolve the potential violation.

## 9. Proprietary Rights

9.1. You will retain all right, title and interest in and to the Customer Data and Personal User Data and all intellectual property rights therein. During the Order Term, you hereby grant Blockbax a limited, worldwide, non-exclusive, royalty-free right and license to use, store, display, transmit, and distribute Customer Data solely as necessary for the provision of the Service and its development and improvement, and for no other purpose whatsoever.

9.2. You may provide Blockbax with bug reports, suggestions or other feedback related to the Service (collectively, **"Feedback"**). By submitting any such feedback, you hereby assign to Blockbax all right, title and interest in and to such feedback together with all intellectual property rights therein.

9.3. The Service, together with all know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, user interfaces, techniques, methods, applications, libraries, documentation or other technology and materials of any kind, or any enhancement thereto, used or made available by Blockbax to you or any Authorized User in connection with the Service and Support, constitute or otherwise involve valuable intellectual property rights of Blockbax and all right, title and interest in and to the foregoing will, as between the Parties, be owned by Blockbax. No title to or ownership of the Service, or any intellectual property rights associated therewith, is transferred under this Agreement and Blockbax reserves all rights not otherwise expressly granted herein.

9.4. Blockbax may use your company name and logo to identify you as a customer on the Site, on publicly available customer lists, and in media releases during the term of the Agreement.

## 10. Confidentiality

10.1. As used in this Agreement, **"Confidential Information"** means any information disclosed by one Party, its Affiliates, business partners or their respective employees, contractors or agents (the **"Discloser"**) that is designated as confidential, either orally or in writing, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.



Confidential Information includes without limitation: (a) information relating to the Discloser's or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that the Discloser is obligated to keep confidential; (c) Customer Data; and (d) the terms of this Agreement. However, Confidential Information does not include any information that: (i) was known to the Party that receives any Confidential Information (the **"Recipient"**) prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient without reference to or use of the Discloser's Confidential Information; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault or action of the Recipient and without violation of this Agreement.

10.2. The Recipient shall protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event shall use less than a reasonable standard of care to protect such Confidential Information. The Recipient shall use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. In the event of any breach or threatened breach by the Recipient of its obligations under this section, the Discloser will be entitled to seek injunctive and other equitable relief to enforce such obligations. These obligations of confidentiality shall survive expiration or termination of the Agreement.

## **11. Term Agreement**

11.1. Unless terminated early in accordance with the Agreement, the term of this MSA will continue after the initial term. When for a period of 12 months no new Orders are placed since the latest Order, the MSA will expire on that date (12 months after the latest Order).

## **12. Renewal Order**

12.1. Unless either Party gives the other Party written notice of its intention not to renew an Order at least 15 days prior to the Order's expiration date, the Order will automatically renew for an additional period of the same duration as the expiring Order Term, using the latest

applicable per-unit pricing (each such period, a “Renewal Term”). If the Renewal Term is longer than one month, then at least 15 – and no more than 30 – days prior to the commencement of the Renewal Term, Blockbax may notify you of such renewal. Effective upon the first anniversary of the Effective Date and up to one time per calendar year thereafter (or, if an Order Term is longer than one year, then up to one time during each Renewal Term), Blockbax may increase then current pricing for the Service by a percentage equal to the increase for the prior 12-month period (or the prior period of the same duration as the Renewal Term, if longer) in the CBS Netherlands Consumer Price Index (CPI) or successor series, as published by Statistics Netherlands (CBS). If you object to the increase, then you must notify Blockbax of your intention not to renew the Order within 30 days of your receipt of notice of the increase from Blockbax. Failure to timely notify Blockbax shall be deemed to constitute consent to the applicable fee increase.

### **13. Early Termination**

13.1. Blockbax may terminate any Order or suspend Service upon written notice to you if Reseller fails to pay any amount due under the Agreement on behalf of you (save where you prove you paid such amounts to such Reseller), and such failure continues more than 10 days after Blockbax' delivery of written notice. In addition, either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach (if capable of cure) remains uncured 30 days after the non-breaching Party provides the breaching Party written notice of such breach.

### **14. Effect of Termination**

14.1. Upon expiration or earlier termination of an Order: (a) all rights granted to you with respect to the Service and Support under such Order will terminate effective as of the effective date of termination; (b) Blockbax shall have no obligation to provide the Service to you or Authorized Users after the effective date of the termination; and (c) you shall pay to Reseller any amounts payable for your and any Authorized User's use of the Service through the effective date of the termination, together with all other amounts in accordance with the Order. For up to 15 days from the effective date of termination an Authorized User designated by you will be permitted to continue to access and download the information that is stored in the Service database on the effective

date of termination, provided that (i) you have paid all amounts due under this Agreement; (ii) the designated Authorized User shall not otherwise access or use the features or functionality of the Service; and (iii) such access and use shall otherwise continue to be subject to the terms and conditions of this Agreement.

## **15. Indemnification**

15.1. You agree to defend, indemnify and hold harmless Blockbax, its Affiliates and their employees, contractors, agents, officers and directors (collectively, **"Blockbax Indemnitees"**), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys' fees) (collectively, **"Loss"**) arising out of or related to any claim, suit, action or proceeding (each, an **"Action"**) by a third party arising out of or relating to Customer Data or your (or an Authorized User's) use of the Service, breach of this Agreement or violation of Applicable Law.

15.2. Blockbax agrees to defend, indemnify and hold harmless you, your Affiliates and your respective employees, contractors, agents, officers and directors (collectively, **"Customer Indemnitees"**), from and against any and all Loss arising out of or related to any Action by a third party alleging that use of the Service in accordance with this Agreement infringes such third party's patent or copyright, or misappropriates such third party's trade secrets (each, a **"Customer Infringement Claim"**). If the Service becomes, or in Blockbax' opinion is likely to become, the subject of a Customer Infringement Claim, Blockbax may in its discretion and at its own expense: (a) obtain for you the right to continue using the Service; (b) modify the Service so that it no longer infringes or misappropriates; or (c) terminate this Agreement and all Orders and issue a pro rata refund. Blockbax will have no liability for any Customer Infringement Claim to the extent it arises from: (i) your use of the Service in a manner inconsistent with its intended use under the Documentation; (ii) your breach of this Agreement; (iii) Customer Data; (iv) Non-Blockbax Material, including the combination of any Non-Blockbax Material with the Services; (v) Blockbax' compliance with your specifications or instructions; or (vi) your use of the Service after Blockbax notifies you to discontinue use due to an Customer Infringement Claim. The foregoing states Blockbax' entire liability and Customer's exclusive remedies for any claim of intellectual property rights infringement or misappropriation.

15.3. A Customer Indemnatee or Blockbax Indemnatee (each, an **"Indemnatee"**) seeking indemnification shall promptly notify the other Party (each, an **"Indemnifying Party"**), in writing of any Action for which it seeks indemnification pursuant to this section and cooperate with the Indemnifying Party at the Indemnifying Party's expense. The Indemnifying Party shall promptly take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnifying Party's expense. An Indemnatee may participate in and observe the proceedings at its own expense with counsel of its own choice. A Party's failure to perform any obligations under this section will not relieve the Indemnifying Party of its obligations under paragraph 1 and 2 of this section except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnifying Party shall not settle an Action without the Indemnified Party's written consent if such settlement shall require action or payment by the Indemnified Party.

## **16. Beta Functionality**

16.1 Blockbax may make services or functionality available to Customer that are not generally made available to Blockbax customers and/or is designated as beta, demo, pilot, preview, or similar designation (**"Beta Functionality"**). Beta Functionality is experimental and might not function as intended. If you elect to use Beta Functionality, you acknowledge and agree that: (a) Blockbax reserves the right to discontinue or modify Beta Functionality without notice; (b) Beta Functionality may become subject to additional fees upon 15 days' notice by Blockbax; (c) Beta Functionality is provided "AS IS" and "AS AVAILABLE" without any express or implied warranty, without any support and without service availability guarantees; and (d) in no event shall Blockbax be liable for any damages whatsoever arising out of the use of or inability to use the Beta Functionality.

## **17. Modifications**

17.1. Blockbax may modify the MSA at any time by posting a revised at <https://blockbax.com/legal/reseller/msa>, which modifications will become effective as of the first day of the calendar month following the month in which they were first posted for new Orders, or in case of a renewal will become effective immediately upon the start of the Renewal Term. By

using the Service after the date on which any modifications enter into effect, you agree to the latest version of this Agreement.

## **18. Miscellaneous**

18.1. Applicable law and forum. The Agreement shall be governed by Dutch law. Any disputes that cannot be settled amicably shall be referred to the competent court in Rotterdam.

18.2. Anti-Corruption. You agree that you have not received or have been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any of Blockbax' employees, Reseller's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify Blockbax.

18.3. Export Controls and Compliance. Parties shall comply with all applicable sanctions, embargoes and (re-)export control, laws, and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations"). Each Party represents that (a) it is not a sanctions target; and (b) it is not otherwise prohibited (based on 50% ownership, location for operations or use or other legally relevant factors) from providing or using the Service, as applicable, without a license or other approval under Export Regulations. Blockbax shall not be obligated to fulfill this Agreement if such fulfillment is affected by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions, including, but not limited to, embargoes or other sanctions imposed by the United Nations, the European Union or the United States of America which may expose Blockbax or any of its Affiliates to sanctions, penalties or other actions of governmental authorities detrimental to Blockbax or any of its Affiliates.

18.4. Notices. You acknowledge and agree that Blockbax shall provide notices to you by email at the email-address associated with your Order. You shall provide notices to Blockbax by email to [legal@blockbax.com](mailto:legal@blockbax.com), with a duplicate copy sent via registered mail, return receipt requested, to the following address: Blockbax, Delftsestraat 17D, 3013 AC Rotterdam, The Netherlands, or such other address as Blockbax may

direct from time to time on the Site. You must specify in all such notices that the notice is being given under this Agreement. Emailed notices will be deemed given and received one business day after the email is sent.

18.5. Assignment. You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without Blockbax' prior written consent, and any purported assignment in violation of this section is void. This Agreement is binding upon and be to the benefit of the Parties hereto and their respective permitted successors and permitted assigns, directors, offices, employees, agents and legal representatives.

18.6. Subcontractors. In the ordinary course of its business, Blockbax is permitted to use third-party service providers (collectively, **"Providers"**) to generally support the provision of the Service and Support (i.e., not specifically for you).

18.7. Parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute a Party as an employee, agent, joint venture partner or servant of another.

18.8. Force Majeure. Blockbax shall have no liability to you, Authorized Users or third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including without limitation acts of God or nature, fires, floods, strikes, civil disturbances or terrorism or interruptions in power, communications, satellites, the Internet or any other network that are beyond its reasonable control.

18.9. This Agreement and any Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Order by fax or by email of a scanned copy, shall be effective as delivery of an original executed counterpart of this Agreement or the relevant Order.

## 19. Definitions

- **"Affiliate"** means, with respect to a Party, a business entity that directly or indirectly controls, is controlled by or is under common control with, such Party; "control" (including the terms "controlled by" and "under common control with") means the direct or indirect

ownership of more than 50% of the voting securities of a business entity.

- **“Applicable Laws”** means any and all governmental laws, rules, regulations or orders that are applicable to a particular Party's performance under this Agreement.
- **“Authorized User”** means your Customer Entity's individual employee, agent or contractor or, who is authorized by the Customer Entity to access and use the Service pursuant to the terms of the applicable Order and this Agreement.
- **“Cookie Policy”** means Blockbax' Cookie Policy currently published at <https://blockbax.com/cookie-policy/>, as it may be updated from time to time.
- **“Customer Data”** means the data, content and other material that you and/or any Authorized User run on or through the Service, cause to interface with the Service, upload to the Service, or otherwise transfer, process, use or store in connection with the Service. Customer Data does not include User Personal Data.
- **“Direct Damages”** means any and all damages which are reasonably foreseeable at the time of the conclusion of the Agreement or at the time of the Service commenced, or other relevant event resulting in the damages incurred or to be incurred by or accrued with the relevant Party.
- **“Documentation”** means such technical and operations documentation as Blockbax may make available at <https://docs.blockbax.com/>, or such alternate or successor website as Blockbax may designate from time to time.
- **“Indirect Damages”** means any and all damages which are not Direct Damages including (but not limited to) loss of profits, loss of turnover and loss of opportunity.
- **“Non-Blockbax Material”** means any third-party material identified in an Order, any publicly available client libraries written by third parties to support use of the Service and licensed on an open source basis, and Non-Blockbax Services. Although Blockbax facilitates, maintains, and contributes to a library of templates made available to support the use of the Service, the content of these templates should be considered part of this definition of Non-Blockbax Material.
- **“Non-Blockbax Services”** means systems, software and hosted services provided by you or by a third party to which the Service supports integrations or other connections.
- **“Order”** means an ordering document provided by a Reseller and

signed by you, which details, amongst other things, the Service to be provided by Blockbax, the applicable usage limitations and the price payable by you for the Service, and the term for which the Service is provided.

- **“Party or Parties”** means Blockbax and you individually or together;
- **“Policies”** means the Privacy Policy (only applicable to User Personal Data), Cookie Policy, Acceptable Use Policy, and any other policy or terms referenced in, or incorporated into, this Agreement or an Order.
- **“Privacy Policy”** means Blockbax’ Privacy Policy currently published at <https://blockbax.com/privacy-policy/>, as it may be updated from time to time.
- **“Security Program”** means Blockbax’ security program described in Blockbax’s ISO 27001 certification.
- **“Service”** means the subscribed service offering(s) listed in the applicable Order, as such offering(s) are described at <https://blockbax.com/pricing/> excluding offering(s) designated as beta, pilot, preview, or similar designation. The features and functionality of the Service may be modified, enhanced or otherwise changed from time to time within the limits of this Agreement.
- **“Site”** means <https://www.blockbax.com/>, or such alternate or successor website as Blockbax may designate from time to time.
- **“User Personal Data”** means identifying information relating to Authorized Users, such as name, user name, billing information and email address, furnished by you or Authorized Users to Blockbax in connection with their access and use of the Service.

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On behalf of CUSTOMER NAME	On behalf of Blockbax B.V.
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

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## Appendix 1: SaaS Specific Terms

### Service Availability



Blockbax shall use commercially reasonable efforts to make the Service available for access and use by end users over the Internet at least the Uptime Percentage corresponding to the edition as defined on the applicable Order (the **“Uptime Guarantee”**). The Uptime Percentage is measured over the course of each calendar month during an Order Term, excluding unavailability as a result of scheduled maintenance. If the Service does not meet the Uptime Guarantee for two consecutive months, you may terminate the applicable Order in the calendar month following such two-month period upon written notice to Blockbax. Service availability information can be found on the Status Page.

### **Additional Definitions**

Capitalized term not otherwise defined in this Appendix shall have the following respective meanings assigned to them:

- **“Status Page”** means <https://status.blockbax.com/>, or such alternate or successor page as Blockbax may designate from time to time, where you can find (a) the historical Uptime Percentage and (b) notices about issues and scheduled maintenance.

## **Appendix 2: On-Premise Specific Terms**

### **Your Responsibility**

You are and remain responsible for: (i) maintaining up-to-date hard-/software that is compatible with the Service, as set out in the Documentation; (ii) scheduling, implementing and/or installing changes for Updates and Upgrades of the Service, as well as for upgrading of your equipment in order to make efficient use of the Service; and (iii) providing all information, access and good faith cooperation reasonably necessary to enable Blockbax to meet its obligations under this Agreement (if you fail to do so, Blockbax will be relieved from its obligations under such agreement to the extent that such obligations are dependent upon your performance or cooperation).

### **End-of-Life-Date**

Blockbax recognizes that you may have legitimate business reasons for not upgrading to a new, major software release of the Service as soon as an Upgrade becomes available. However, Blockbax will only support the current major release and the two (2) prior major releases of the

Service. Blockbax shall (a) at least support any major release for a minimum period of twenty-four (24) months from its release date, and (b) not cease to support any major release prior to expiration of said twenty-four months and after Blockbax has released at least two (2) newer major releases (“**End-of-Life-Date**”).

### **Additional Disclaimers**

Blockbax assumes no liability or responsibility for any issue with a version of the Service that has passed its End-of-Life-Date.

### **Additional Definitions**

Capitalized term not otherwise defined in this Appendix shall have the following respective meanings assigned to them:

- “**Update**” means a modification made by Blockbax to the Service and provided to you under the terms and conditions of this Agreement. Updates shall not include any version, option or future products provided by Blockbax not included in the subscription as set forth in the relevant Order Form.
- “**Upgrade**” means a new, major software release of the Service whose primary purpose is to add new functionality or enhance the performance of the Service, which is identified by an increment in the first two (2) numbers of the software version. Notwithstanding the foregoing, an Upgrade will not include new software or modules (whether or not branded as Blockbax software) that Blockbax markets and prices separately.

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*This Master Subscription Agreement was last updated on June 25, 2024.*