

These Consulting and Education Services Terms govern Consulting and Education services provided by MaD Reporting GmbH, except where Mail & Deploy and the Customer have executed a separate services agreement which is referenced in an SOW or order form ("Services Agreement"). Consulting and Education services are subject to the Services Agreement and as applicable: i) the description of services in the Consulting Services Product Terms, ii) the description of services in the Education Services Product Terms, and iii) a Statement of Work or Order Form (collectively, the "Agreement"). MaD Reporting GmbH and Customer are from time to time referred to as a "Party" and collectively as the "Parties."

1. Definitions

1.1 "Affiliate" means, with respect to a Party, any entity which controls, is controlled by, or is under common control with such Party, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists.

1.2 "Confidential Information" means non-public information that is disclosed by or on behalf of a Party under or in relation to this Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure. Confidential Information does not include information which, and solely to the extent it:

(i) is generally available to the public other than as a result of a disclosure by the receiving Party or any of its representatives;

(ii) was known or becomes known to the receiving Party from a source other than disclosing Party or its representatives without having violated any confidentiality agreement of the disclosing Party;

(iii) is independently developed by the receiving Party without the benefit of any of the disclosing Party's Confidential Information; or (iv) was disclosed by the disclosing Party to a third party without an obligation of confidence. In any dispute concerning the applicability of these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.

1.3 "Consulting Services" means any consulting services performed by MaD Reporting GmbH under these Terms and any applicable order form or statement of work ("SOW").

1.4 "Documentation" means the then-current user documentation for the Mail & Deploy Software,

including the online documentation available at <https://help.mail-and-deploy.com/>.

1.5 "Education Services" means any training or education services performed by MaD Reporting GmbH under the terms of this Agreement and any applicable Order Form or Statement of Work. Education Services shall include, without limitation, all Training Services, Training Courses, and Course Materials.

1.6 "Export Control Laws" means export control laws and regulations of the U.S., E.U., and other governments, as well as regulations declared by the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce, the Council of the E.U. and their counterparts under applicable law ("Export Control Laws"), including all end user, end-use and destination restrictions imposed by such Export Control Laws.

1.7 "Relevant Personal Data" means any Personal Data for which the Customer (and/or any Customer Affiliate) is the Data Controller and for which MaD Reporting GmbH (and/or any MaD Reporting GmbH Affiliate and/or sub-contractor of MaD Reporting GmbH) is a Data Processor. For the avoidance of doubt, Relevant Personal Data does not include personal data for which MaD Reporting GmbH or a MaD Reporting GmbH Affiliate is a Data Controller. The terms Personal Data, Processing (and its derivatives), Data Controller, Data Processor and Data Subject shall have the meanings given to them under applicable data protection laws including the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time, including any national enacting legislation thereto and/or all other relevant applicable laws.

1.8 "Services" means Consulting and Education Services collectively.

1.9 "Software" means the generally available release of Mail & Deploy software, in object code form, initially provided or made available to

Customer as well as updated thereto that MaD Reporting GmbH elects to make available at no additional charge, pursuant to a separate agreement between the Parties.

2. Provision of Consulting Services

2.1 Unless otherwise specified in the applicable order form or statement of work, Consulting Services will be provided on a time and materials basis and the scope shall be limited to implementation, configuration and Software enablement.

2.2 This Agreement and the terms contained herein shall constitute the entire agreement between the parties for the provision of Consulting Services to the exclusion of any other terms and conditions (including those contained or referred to in any Customer purchase order or correspondence received by MaD Reporting GmbH before or after the date of this Agreement).

2.3 Any changes to the terms of this Agreement may only be made in writing and executed by both Parties.

2.4 Consulting Services are calculated based on the currency and location in which they are purchased and may only be used by the Customer entity that purchases such Consulting Services and in such location. No refunds or credits shall be provided for any unused prepaid Consulting Services following either the expiration of the Consulting Services term as identified in the applicable order form or statement of work or upon termination of the Agreement: (i) by Customer for any reason; or (ii) by MaD Reporting GmbH for Customer's breach of the Agreement.

If no term is identified in an order form or a statement of work, any prepaid Consulting Services will expire twelve (12) months from the date the order is placed.

2.5 Any Consulting Services undertaken: (a) between 6pm and 6am Monday to Friday; or (b) on Sundays or a weekend or a statutory/public holiday will be charged at 200% of the quoted daily rate or if on Saturdays at 150% respectively.

2.6 Consulting Services may be provided at the facilities of MaD Reporting GmbH, its

subcontractors, or Customer. A minimum of ½ day (4 hours) will be charged for all work at Customer's facilities. Remote Consulting Services provided via phone, e-mail or remote access to Customer's site will be charged at the standard hourly rate.

2.7 Unless otherwise set forth in an order form or statement of work, fees for Consulting Services do not include expenses. Customer shall reimburse MaD Reporting GmbH for actual, necessary, and reasonable travel expenses incurred by MaD Reporting GmbH.

MaD Reporting GmbH shall be responsible for providing copies of receipts for any expenses equal to or greater than twenty-five EUR (€ 25,00) or its equivalent for verification purposes.

3. Provision of Education Services

3.1. Payment

a. For Education Services, payment may be made at MaD Reporting GmbH's discretion, upon MaD Reporting GmbH invoice. Payment shall be remitted to MaD Reporting GmbH in accordance with Section 3 above.

3.2. Training Courses

a. Purchase and Redemption. Training Courses are purchased by Customers in the currency of the Customer's location and may only be used by the Customer entity that purchased such Course. Training Courses are nonrefundable and cannot be exchanged for cash. If Customer's proposed Virtual and/or Onsite Classroom Training Course exceeds the maximum number of participants, and MaD Reporting GmbH agrees to accommodate any additional participants, the Customer shall be required to pay the additional amount to MaD Reporting GmbH for such additional participants.

3.3. Training Courses Availability; Registration of Participants, Cancellation and Rescheduling

a. All Training Courses are subject to space availability and MaD Reporting GmbH's scheduling requirements. Customer shall promptly complete all registration or information forms required for any Training Course. Prior to the start date of any Virtual or Onsite Training Course, Customer shall provide to MaD Reporting GmbH the list of participants scheduled to attend such Training Course. In the event that a scheduled participant is

unable to attend a Training Course due to illness or a new role at Customer, or if such participant is no longer employed by Customer, Customer may substitute another participant for such Training Course upon prior written notice to MaD Reporting GmbH of such new participant's contact details.

b. Cancellations and requests by Customer to reschedule Onsite or Virtual Trainings must be made at least ten (10) business days prior to the applicable Training Course start date in order to receive a full refund (excluding any nonrefundable MaD Reporting GmbH Expenses). No refunds or credits whatsoever shall be granted in the event such cancellation or rescheduling request is made less than ten (10) business days prior to the start date of the Training Course.

c. MaD Reporting GmbH reserves the right to reschedule or cancel a Training Course due to low enrollment or if necessitated by an emergency or other unforeseen circumstance. Customer shall be credited for the full amount paid by Customer for such course, which credit may be used before the expiration of the applicable Training Course Term or within ninety (90) days following the date of MaD Reporting GmbH's notice of cancellation or rescheduling, whichever is later. MaD Reporting GmbH shall not be liable for non-refundable travel arrangements made by Customer in the event of a course rescheduled or cancelled by MaD Reporting GmbH or Customer.

3.4. Certifications

a. Issuance and Availability. Certifications are issued after the successful completion of Mail & Deploy Product Training Courses, which are only available at MaD Reporting GmbH or selected Mail & Deploy reseller partners. Each Certification is valid for one (1) year for a named individual, regardless of the final score and cannot be used more than once.

b. Redemption, Replacement and Non-transferability.

All Certifications have an expiration date, which is distributed with the Certification Diploma and is valid only from the date of issuance through a period of one (1) year ("Certification Term"). Upon the expiration of the Certification Term, the Certification shall expire and shall be forfeited. Certification cannot be used for any other Education Services or redeemed for cash. MaD

Reporting GmbH is not responsible for any lost, expired, or invalid Certification, and no replacements shall be provided. Customer shall have no right to transfer or assign any Certification to any affiliate or third party.

4. Duties of Customer

4.1 Cancellation

Customer acknowledges and agrees that any Consulting or Education Services to be provided at Customer's location have been reserved specifically for Customer. No refunds will be given for any cancellation made within less than ten (10) days of the scheduled start date and Customer must pay to MaD Reporting GmbH any non-refundable and/or non-cancellable expenses incurred or committed to by MaD Reporting GmbH, including air travel, if any on-site Services are rescheduled or cancelled with less than ten (10) business days' notice. Rescheduling of any such Services is subject to availability of MaD Reporting GmbH personnel and MaD Reporting GmbH makes no commitment or guarantee that any such rescheduling can be accommodated.

5. Payment

Customer shall pay any fees due in accordance with the payment terms set forth in an Order Form or Statement of Work, or if none, within ten (10) days from receipt of invoice. Payments are non-cancelable, non-refundable and non-creditable with no right of offset or suspension, except as otherwise expressly provided in this Agreement. Unless specifically agreed to by the parties, payments shall not be contingent on an issuance of a purchase order by Customer. Late payments shall bear interest from the due date at the rate of the lower of one and one-half percent (1.5%) per month or such lower rate as may be mandated by applicable law. The fees specified on an Order Form or SOW are exclusive of travel and expenses and do not include taxes, public fees, duties, deductions or withholdings (collectively, "Taxes"). Any amounts payable by Customer to MaD Reporting GmbH under any other agreement or order, including but not limited to subscription fees, are not conditional on the delivery of Services. Customer is responsible for all travel or out-of-pocket expenses incurred by Customer's personnel participating in any Training Course.

5.1 Customer (and its staff) shall reasonably cooperate with MaD Reporting GmbH in the performance of the Consulting Services and/or provision of the Education Services and shall provide MaD Reporting GmbH with the information, feedback, instructions, consents, equipment and access to premises necessary to enable the timely performance of the Consulting Services and/or provision of the Education Services by MaD Reporting GmbH in the manner provided herein. Customer shall be responsible for the completeness and accuracy of all information, data and material provided by Customer or its authorized representatives to MaD Reporting GmbH.

5.2 Customer shall use all reasonable efforts to anonymize any Relevant Personal Data provided to MaD Reporting GmbH and provide access to such data only as necessary for MaD Reporting GmbH's performance of the Consulting or Education Services. Customer warrants that it has the necessary consents of the Data Subjects under applicable data protection laws to transfer to MaD Reporting GmbH and/or its Affiliates and/or its Subprocessor(s) any Relevant Personal Data and for the Processing purposes intended.

5.3 Customer acknowledges that any time frames set forth in an SOW are estimates only of the amount of time required by MaD Reporting GmbH for the provision of the Consulting Services and time shall not be of the essence. Customer will be invoiced for the actual (and not estimated) time spent in providing the Consulting Services to the Customer.

5.4 Customer shall use all reasonable efforts to avoid and reduce damages and will make back-up copies of data on a regular basis and carry out security checks for the purpose of defending or detecting viruses and other disruptive programs within Customer's IT system.

5.5

a. If MaD Reporting GmbH is to perform any Consulting or Education Services at Customer's site or location, Customer shall carry and maintain public liability insurance and employers' liability insurance, covering its employees, suppliers and contractors engaged at its premises, in amounts no less than required by the applicable law. Customer shall be responsible to comply with all of MaD Reporting GmbH's policies and procedures that

have been identified to Customer, including but not limited to health and safety, access to MaD Reporting GmbH's equipment and systems, and confidentiality (collectively, "Mail & Deploy Policies" or individually, a "Mail & Deploy Policy"). MaD Reporting GmbH reserves the right to remove from any Training Course or refuse to admit to any Training Course any participant who is not in compliance with any Mail & Deploy Policy.

b. Customer agrees to provide timely feedback to MaD Reporting GmbH following completion of each Training Course or applicable Training Service, which may include satisfaction forms, customer surveys or evaluations (collectively, "Feedback"). To the extent that Customer provides any Feedback or any other suggestions, data, information, comments or ideas with respect to MaD Reporting GmbH's products and services (individually and collectively "Contributions"), Customer acknowledges and agrees that any and all Contributions made by Customer or any of its participants shall be deemed the confidential and proprietary property of MaD Reporting GmbH. Customer expressly assigns, transfers and conveys all right, title and interest in and to the Contributions to MaD Reporting GmbH. Customer agrees that MaD Reporting GmbH and its designees will be free to use, copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use and exploit the Contributions, including derivative works thereto, for any and all commercial and non-commercial purposes, without any liability or obligation to Customer whatsoever.

6. Intellectual Property; Evaluation; Usage

6.1 Consulting Services. Customer retains all rights, title and interest in and to its proprietary data ("Customer Data") which may be used with the Software including all data that Customer elects to integrate into the Software or to display within the Software. MaD Reporting GmbH retains all right, title and interest in and to the Software and all deliverables resulting from performance of the Consulting Services, including all knowhow, methodologies, designs and improvements to the Software, but excluding any Customer Data incorporated into any such deliverable. MaD Reporting GmbH hereby grants Customer a non-exclusive license to use any deliverables or work

product created hereunder in connection with Customer's authorized use of the Software.

6.2 Education Services

a. If required for any Training Course, MaD Reporting GmbH shall provide the applicable participants with an evaluation version of the applicable MaD Reporting GmbH proprietary software to use during a live public or private Training Course for instructional purposes only (the "Training Software") and such right to use the Training Software shall automatically terminate upon conclusion of the applicable Training Course. Attendance at a Training Course does not entitle any Customer or participant to any license whatsoever to any MaD Reporting GmbH Software.

b. In connection with the Training Services or a Training Course, MaD Reporting GmbH may distribute to or make available for download by participants Mail & Deploy-branded Training Course materials, in printed form or other medium ("Course Materials"). Subject to Customer's compliance with these Education Terms and the payment of the applicable fees, MaD Reporting GmbH grants to Customer a personal, limited, non-assignable, non-exclusive, and non-transferable right, without the right to sublicense, to use the Course Materials solely for Customer's personal training and education.

c. Customer may not copy disclose, modify, distribute, sell, sublicense, transfer or use in any way except for in accordance with the limited right granted herein the Course Materials, the Training Services, Training Courses or any part thereof. Customer may use all such information solely for education purposes only and may not disclose to any person any information contained therein, except to others who have also rightfully received the above from MaD Reporting GmbH. Except for the limited right to use granted herein, all rights in and to any of the above and all copies thereof, are retained by MaD Reporting GmbH and its licensors, including, without limitation, all patent rights, copyrights, trademark rights and trade secret rights. Customer shall not remove or alter any copyright or other proprietary rights notice of MaD Reporting GmbH and/or its licensors in or on the Course Materials. All Training Services, Training Courses and Course Materials and the intellectual property rights associated therewith are and will remain at all times the sole and exclusive property

of MaD Reporting GmbH and its affiliates and licensors, and Customer has no rights whatsoever in or to the Training Services Training Courses, Course Materials or the intellectual property associated therewith.

d. Certain Education Services require Customer to have sufficient Internet access. MaD Reporting GmbH is not responsible for Customer's inability to access any such Education Services due to user's failure to have adequate Internet or bandwidth capabilities, or for any failure of the Internet or other communications or connectivity networks, or any disruptions or inaccessibility caused by third party sites, software or hardware.

7. Warranty

7.1 MaD Reporting GmbH warrants that Consulting Services and Education Services will be performed using reasonable care and skill consistent with generally accepted industry standards. For any claimed breach of this warranty, Customer must notify MaD Reporting GmbH of the warranty claim within thirty (30) calendar days of Customer's receipt of the applicable Consulting Services or Education Services. Customer's exclusive remedy and MaD Reporting GmbH's sole liability with regard to any breach of this warranty will be, at MaD Reporting GmbH's sole option and expense, to either: (i) re-perform the non-conforming Consulting Services or Education Services; or (ii) refund to Customer the fees paid for the non-conforming Consulting Services or Education Services. Customer shall provide reasonable assistance to MaD Reporting GmbH in support of its efforts to furnish a remedy for any breach of this warranty.

7.2 MaD Reporting GmbH will have no liability to Customer with respect to any warranty claim made pursuant to Section 6.1, or any obligation to correct any defect or problem with the Software, to the extent that it: (i) arises out of any use of the Software by Customer or its authorized Affiliates not in accordance with the Documentation; (ii) arises out of any modification or alteration of the Software by anyone other than MaD Reporting GmbH or its authorized subcontractors or (iii) arises out of the use of the Software in combination with any other software or equipment not specified in the Documentation as supported by MaD Reporting GmbH.

7.3 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAD REPORTING GMBH MAKES NO WARRANTIES WITH RESPECT TO THE CONSULTING SERVICES AND EDUCATION SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF MAD REPORTING GMBH HAS BEEN INFORMED OF SUCH PURPOSE). MAD REPORTING GMBH DOES NOT WARRANT THAT THE CONSULTING SERVICES AND EDUCATION SERVICES WILL BE ENTIRELY FREE FROM DEFECTS OR OPERATE UNINTERRUPTED OR ERROR FREE.

Further, MaD Reporting GmbH does not warrant that: (i) the Course Materials, the Training Services, or any Training Course will meet Customer's or its users' requirements; or (ii) the content of any Training Services, Course Materials, or any Training Course will be error free.

8. Liability and Disclaimers

8.1 EXCEPT FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE; (II) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (III) CUSTOMER'S VIOLATION OF MAD REPORTING GMBH'S INTELLECTUAL PROPERTY RIGHTS; OR (IV) CUSTOMER'S FAILURE TO COMPLY WITH ANY EXPORT CONTROL LAWS, EACH PARTY'S MAXIMUM, CUMULATIVE LIABILITY FOR ANY CLAIMS, LOSSES, COSTS (INCLUDING ATTORNEY'S FEES) AND OTHER DAMAGES ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, WILL BE LIMITED TO ACTUAL DAMAGES INCURRED, WHICH WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE CONSULTING SERVICES OR THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO MAD REPORTING GMBH FOR THE EDUCATION

SERVICES WHICH GAVE RISE TO THE CLAIM.

Any training tenant made accessible to Customer is provided "AS-IS" and without any warranty and MaD Reporting GmbH shall have no indemnification obligations nor liability of any type with respect to the training tenant unless such exclusion of liability is not enforceable under applicable law in which case MaD Reporting GmbH's liability with respect to the training tenant shall not exceed EUR 1.000.

8.2 IN NO EVENT WILL MAD REPORTING GMBH, ITS AFFILIATES OR RESPECTIVE SUBCONTRACTORS BE LIABLE FOR ANY LOSS OF SAVINGS, PROFITS OR REVENUES, LOSS OR CORRUPTION OF DATA, GOODWILL, OR REPUTATION, INACCURACY OF ANY DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

8.3 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THAT MAD REPORTING GMBH MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF MAD REPORTING GMBH'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. IF A WAIVER, RIGHT, OR REMEDY IS EXERCISED PURSUANT TO MANDATORY LAW, IT SHALL BE EXERCISED SOLELY FOR THE PURPOSE PROVIDED AND IN CONFORMANCE WITH THE PROCEDURES AND LIMITATIONS EXPRESSLY PROVIDED FOR BY SUCH LAW.

9. Confidentiality

Each Party shall protect the other Party's Confidential Information using the same degree of care used to protect its own confidential information, but in no event less than a reasonable

degree of care. The receiving Party shall not (i) use Confidential Information for any purpose outside the scope of this Agreement, or (ii) voluntarily disclose Confidential Information except to employees, contractors and agents as required to perform its obligations under the Agreement. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such Party, to the extent permitted by law, provides the other Party with prompt notice of such order or requirement in order that it may seek a protective order. Each Party's confidentiality obligations hereunder will continue for a period of three (3) years following any termination of this Agreement, provided, however, that each Party's obligations will survive and continue in effect thereafter with respect to, and for so long as, any Confidential Information continues to be a trade secret under applicable law. The Parties acknowledge and agree that the Software and all pricing information shall be the Confidential Information of MaD Reporting GmbH.

10. Termination

10.1 This Agreement shall remain in effect until completion, expiration or termination of all Consulting or Education Services. Except as otherwise agreed in writing, Customer shall be liable for payment to MaD Reporting GmbH for all Consulting Services and Education Services provided through the effective date of any termination of this Agreement as well as any costs and expenses of MaD Reporting GmbH resulting from the termination.

10.2 Either Party may terminate this Agreement as a result of a material breach by the other party if such breach remains uncured thirty (30) days after receipt of written notice from the non-breaching party (ten (10) days in the case of Customer's non-payment). In the event of a breach, Customer shall be liable for payment to MaD Reporting GmbH for all Consulting Services and Education Services provided and expenses incurred through the date of termination.

10.3 Sections 2-3 and 5-10 inclusive shall survive any termination of this Agreement.

11. General

11.1 MaD Reporting GmbH and Customer are independent contractors. Nothing in this Agreement or any amendment to this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. MaD Reporting GmbH personnel engaged to perform Consulting Services do not enter into an employment relationship with Customer and Customer shall take all reasonable measures to ensure that MaD Reporting GmbH personnel will not be deemed Customer employees.

11.2 Neither Party will have any liability under this Agreement to the extent that it is delayed, prevented or hindered in performing any of its obligations under this Agreement (other than the obligation to pay money) as a result of any circumstance or occurrence beyond the reasonable control of a Party, including without limitation acts or omissions by a public authority, acts of God, strikes, blockades, failures, outages or delays of the Internet, denial of service attacks, acts of terrorism, riots, storms, earthquakes, explosions, fires, and floods.

11.3 This Agreement or any of the rights or obligations hereunder may not be assigned by Customer without the prior written consent of MaD Reporting GmbH. MaD Reporting GmbH may delegate all or part of the Consulting Services to be performed hereunder or all or part of the Education Services to be provided hereunder to a MaD Reporting GmbH Affiliate or third party provided that MaD Reporting GmbH will remain liable for all acts and omissions of any such Affiliate or third party.

11.4 This Services Agreement shall be governed by the laws of the jurisdiction of the Agreement that governs Customer's purchase of Mail & Deploy Products under the MaD Reporting User License Agreement or other similar agreement, or where the Customer does not have a MaD Reporting GmbH Customer Agreement, then as stated otherwise in section 11.4.3:

11.4.1 This Agreement shall be governed by the laws of the jurisdiction corresponding to the MaD Reporting GmbH entity identified below as the contracting party, but excluding any conflict of law rules or the United Nations Convention on Contracts for the International Sale of Goods, the

application of which is hereby expressly excluded. Any suit, action or proceeding arising out of or relating to this Agreement will be brought before the courts corresponding to the MaD Reporting GmbH contracting entity or the applicable arbitration board specified in sections 11.4.2 and 11.4.3 and will be conducted in the English language.

The Parties hereby expressly and irrevocably submit to the exclusive jurisdiction of such courts or arbitral bodies for the purpose of any such suit, action or proceeding.

11.4.2 With respect to the MaD Reporting GmbH, any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce in Stockholm.

11.4.3 The following governing law and/or jurisdiction provisions will apply to the following MaD Reporting GmbH entities: for MaD Reporting GmbH the governing law shall be the laws of the Republic of Austria and the courts shall be the relevant courts of Vienna, Austria.

11.5 Arbitral tribunals shall be composed of a sole arbitrator, unless otherwise expressly stated under local laws and the Parties shall bear their own costs and expenses, including attorneys' fees, but the arbitrator may, in the award, allocate all of the administrative costs of the arbitration, including the fees of the arbitrator, against the party that did not prevail. The arbitrator shall have the power to order, among other things, specific performance and injunctive relief. The decision of the arbitrator shall be final and binding upon both Parties and shall be enforceable in any court of law.

11.6 CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT AND ANY AMENDMENTS THERETO.

11.7 Customer acknowledges that MaD Reporting GmbH may be irreparably harmed by a breach of the terms of this Agreement and that damages, alone, may not be an adequate remedy. Customer agrees that, in addition to any other rights or remedies permitted under applicable law, MaD Reporting GmbH will have the right to

enforce this Agreement by injunctive or other equitable relief without the need to prove actual damages or post a bond.

11.8 All notices concerning a default, breach or violation of this Agreement by MaD Reporting GmbH will be in writing and delivered to MaD Reporting GmbH: (i) by certified or registered mail, upon delivery or; (ii) by an internationally recognized express courier, upon delivery to: MaD Reporting GmbH at Kollergasse 6/1, 1030 Vienna, Austria, Attention: CEO. All other notices to MaD Reporting GmbH, including account related communications, will be electronically sent to MaD Reporting GmbH at info@mail-and-deploy.com.

11.9 If any provision of this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect.