

TRAINING TERMS AND CONDITIONS BACKBASE ACADEMY

1. Backbase's duties and responsibilities.

Backbase shall perform the training and certification services ("**Services**") in a manner consistent with generally accepted industry standards and shall use its commercially reasonable efforts to perform the Services ordered in a Training Order Form or in an online training purchase in accordance with the terms and conditions of these terms ("Training Agreement"). Backbase Academy is part of Backbase Europe BV, registered at the Dutch Chamber of Commerce under no. 34274514 ("Backbase")

2. No representations.

No employee, agent, representative or affiliate of Backbase has authority to bind Backbase to any oral representations or warranties concerning the Services or any other Backbase property provided hereunder. Any representation or warranty, which is not expressly contained herein is unenforceable.

3. Customer's duties and responsibilities.

3.1 Customer shall be responsible, at its sole cost and in a timely manner, for performance of any obligations assigned to it in the Training Agreement.

4. Fees and Payments.

4.1 "**Fees**" means the fees payable by Customer to Backbase for the Services provided pursuant to the Training Agreement.

4.2 Fees. Customer shall pay Fees described in the Training Agreement.

4.3 Payments. Backbase will issue one invoice at or shortly after the Effective Date of the Training Agreement. Payments shall be made within thirty (30) days from the date of the invoice.

4.4 Taxes and Prices. All Fees are: (a) exclusive of any sales tax, goods and services tax or value added tax which must be paid by Customer, if applicable, at the time of payment of each invoice; and (b) shall be paid gross without deduction of any withholding taxes and, if subject to any withholding taxes, Customer shall ensure that such sum is paid to Backbase and shall, after deduction of any withholding tax, be equivalent to the amount due arising out of the Training Agreement.

4.5 Interest. Customer shall pay Backbase one percent (1.0%) interest per month on the outstanding balance of any

Fees not paid within thirty (30) days of the date of the applicable invoice.

4.6 No-Offset. Fees due from Customer under the Training Agreement may not be withheld or offset by Customer for any reason. Any action or proceeding brought by Backbase to recover Fees due to Backbase hereunder will include all reasonable attorneys' fees incurred as a result of such action or proceeding.

5. Backbase Property – Backbase Products – Use by Customer.

5.1 "**Backbase Property**" means all Backbase Confidential Information (defined in section 10), Backbase Products (defined below) and all Backbase intellectual property rights, including, without limitation, content, proprietary tools, code, design concepts, questionnaires, process guidelines, document templates and generic workflow processes, materials, documentation and any other information and data, in any medium, on the Backbase websites or otherwise, as well as all proprietary methodologies for delivery of Services or other services under this Training Agreement or any supplementary agreement. "**Backbase Products**" means the software products owned or distributed by Backbase or its licensors and any and all major and minor versions, releases, corrections, bug fixes, enhancements, derivative works, updates or other modifications thereto, including but not limited to all patents, trademarks, copyrights, trade secrets and other intellectual property rights therein.

Ownership of Backbase Property. Backbase or its licensors own and retain all rights, title and interest in the Backbase Property, any modifications thereto or derivative works therefrom, and to anything developed by Backbase and provided to Customer under this Training Agreement. Except for the express licenses granted under this Training Agreement, all other rights are reserved, and this Training Agreement does not grant any other rights, whether by implication, estoppel, or otherwise.

5.2 Right to use. If Backbase makes available to Customer any Backbase Property in connection with this Training Agreement (such as training materials, and other data and information), Backbase grants Customer a non-exclusive, non-transferable, limited right to access and use such Backbase Property solely for the purpose of receiving the Services.

5.3 Access to Repository. If Backbase makes available to Customer limited access to the repository (being the (online) location where the packages of selected Backbase

Products may be accessed (“**Repository**”), where Customer can access selected Backbase Products, the following terms shall apply in addition to the restrictions contained in this section 5:

- a. Only Customer’s personally identified employees who have received a valid permission from Backbase to participate in the relevant training (Services) and have valid access the Repository and Customer shall ensure that its employees do not share their log-in credentials;
- b. Customer may access the Repository and use the Backbase Products contained therein only during the time period as determined by Backbase at its sole discretion; and
- c. Customer may access the Repository and use the Backbase Products contained therein only remotely or download a copy during a classroom training (as applicable) and Customer shall ensure that no packages of Backbase Property accessed through the Repository are otherwise downloaded or copied to any hardware.

5.4 Treatment of Backbase Property. Customer shall keep the Backbase Property free and clear of all claims, liens and encumbrances and agree not to, directly or indirectly, challenge the right, title and interest of Backbase or its licensors in and to the Backbase Property, or to register, apply for registration or attempt to acquire any legal protection for any of the Backbase Property. All titles, trademarks, copyright and restricted rights notices contained in the Backbase Property made available to Customer shall be reproduced in any copies of such Backbase Property.

5.5 Restrictions. Customer shall not and shall **not** permit third parties to:

- a. remove or modify any title, trademark, copyright and restricted rights markings or any notice of Backbase’s or its licensors’ proprietary rights;
- b. use the Backbase Property for purposes other than described in this Training Agreement; in particular, Customer may not use or permit any third party to use Backbase Property for business operations, provisions of services or any other commercial use;
- c. copy or reproduce Backbase Property, except as specifically allowed in the licenses granted in this Training Agreement;
- d. make the Backbase Property available in any manner to any third party except as expressly permitted in this Training Agreement;
- e. cause or permit any disassembly, decompilation, reverse engineering, any modification of Backbase Property or any attempt to derive source code (or the underlying ideas,

algorithms, structure or organization) from Backbase Property;

f. use the Backbase Property in a manner that misrepresents Customer’s relationship with Backbase or is otherwise misleading or that reflects negatively on Backbase;

g. use or duplicate the Backbase Property provided to Customer by Backbase for any purpose other than described in section 5.2 (Right to use);

h. engage in any conduct that may be detrimental to Backbase or to the Backbase Property.

5.6 Other use. If Customer desires to use the Backbase Property for any use other than allowed under this Training Agreement, or to use or distribute the Backbase Products, Customer must enter into the appropriate agreement(s) with Backbase to acquire the necessary rights.

6. Data Protection.

Please see the Privacy Policy of Backbase Academy at <https://backbase.com/wp-content/uploads/2018/01/privacy.pdf>.

7. Warranty.

BACKBASE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTIES’ RIGHTS, EXCEPT FOR WARRANTIES EXPRESSLY STATED IN THE TRAINING AGREEMENT.

8. Limitation of liability.

IN NO EVENT SHALL BACKBASE BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF USE, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EVEN IF BACKBASE HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL BACKBASE’S CUMULATIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE TRAINING AGREEMENT, WHETHER IN CONTRACT, INDEMNITY, TORT OR OTHERWISE, EXCEED THE AMOUNT PAID

BY CUSTOMER PURSUANT TO THE TRAINING AGREEMENT.

9. Term and Termination

The Training Agreement will take effect on its Effective Date and will remain in effect until all of the Services have been completed. Each party shall be entitled to terminate the Training Agreement in whole or in part, with immediate effect, by notice sent by registered mail, in the event the other party: (i) commits a material breach of the Training Agreement and fails to cure such breach within 15 (fifteen) days of the first notice of breach; or (ii) is unable to pay its debts, passes a resolution for dissolution or has a receiver or administrator appointed over all or any of its assets or becomes placed (whether voluntary or involuntary) under insolvency proceedings.

10. Confidentiality

10.1 "Confidential Information" means: the terms of the Training Agreement, the Backbase Property, which includes all Backbase training materials, all technical, commercial and other business information of either Backbase or Customer, which is marked as confidential in writing or, if disclosed orally, is identified as confidential at the time of disclosure, and otherwise any information, which reasonably should be considered confidential.

10.2 Treatment of Confidential Information. Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third Party. Without limiting the foregoing, each Party shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Training Agreement. Each Party agrees that it will make Confidential Information available only on a "need to know" basis and only to its employees and representatives who are bound in writing to protect the confidentiality of such Confidential Information. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of such other Party's Confidential Information, and, upon the request of the other Party, shall promptly return to the other Party all copies of Confidential Information within its possession or control.

10.3 Exceptions. Notwithstanding the foregoing, a Party shall have no liability to the other Party with regard to any

Confidential Information of such other Party which the receiving Party can demonstrate: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party; (ii) was known to the receiving party without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) was disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information of the other Party, as demonstrated by files created at the time of such independent development; or (v) is required to be disclosed by law or pursuant to the order or requirement of a court, administrative agency or other governmental body; provided that the receiving party provides prompt written notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

11. Miscellaneous

11.1 Neither Party will incur any liability to the other Party for any delay or failure to perform all or any part of the Training Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

11.2 Customer acknowledges and agrees that the employees and consultants of Backbase who perform the Services are a valuable asset to Backbase and are difficult to replace. Accordingly, Customer agrees that, during the rendering of Services and for a period of 1 (one) year after the completion of the Services, it will not solicit/offer employment (as an employee, independent contractor, or consultant) to any such employee or consultant. In the event Customer is in breach of this provision, Backbase will be entitled to recover from Customer liquidated damages equal to the employee's or consultant's gross income paid by Backbase the 12-month period preceding the breach.

11.3 Any changes to the Training Agreement shall be done in writing.

11.4 Neither Party will be entitled to assign all or any part of its rights and obligations hereunder without the prior written consent of the other Party.

11.5 Each Party will be and act as an independent contractor and not as an agent or partner of, or joint venture

with, the other Party for any purpose related to the Training Agreement, and neither Party by virtue of the Training Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

11.6 Any waiver of the provisions of the Training Agreement, or rights or remedies of either Party must be in writing to be effective. Failure, negligence or delay to enforce any such rights or remedies at any time, will not be construed as a waiver and will not in any way affect the validity of the whole or any part of the Training Agreement or prejudice such Party's right to make subsequent action.

11.7 The Parties agree that the Training Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written communications between the Parties relating in any way to the subject matter hereof. The Training Agreement is intended by the Parties to be a complete and wholly integrated expression of their understanding and agreement.

11.8 If any provision in the Training Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will in good faith agree to such amendments that will preserve, as far as possible, the intentions expressed in the Training Agreement. If the parties fail to agree on such an amendment, such invalid provision will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable Law.

11.9 Governing Law and Competent Court. The Training Agreement shall be construed in accordance with and governed by the laws of the Netherlands without giving effect to principles of conflict of laws. The Parties hereby consent to the exclusive jurisdiction and venue of the District Court of Amsterdam for any and all disputes arising out of or in connection with the Training Agreement.

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