

Service Agreement of MBATUBE | MBAGRADSCHOOLS

This services agreement (**'Agreement'**) is entered into by:

MasterTube BV, with its offices at Singel 92 C, 1015 AD Amsterdam, the Netherlands; and the educational institution, which is represented by the natural person who opens an account with **MBATUBE | MBAGRADSCHOOLS** (**'Account'**) and accepts the Agreement on behalf of that educational institution (the natural person hereinafter **'Representative'**) (the educational institution hereinafter **'Customer'**).

In this Agreement MasterTube BV and Customer may together also be referred to as **'Parties'** and each as a **'Party'**.

You, the Representative, by opening the Account for the Customer, represent and warrant that (i) you have full legal authority to bind the Customer to the terms and conditions of this Agreement, (ii) you have read and understand this Agreement and (iii) you agree on behalf of the Customer to this Agreement. If you do not have the legal authority to bind the Customer you represent, to this Agreement, please do not open the Account.

1. Scope and nature of Agreement

General

1.1 The Agreement governs the access to and use of the MasterTube BV's websites, video platform, products and/or services (**'Services'**) by Customer and the provision of the Services to Customer by MasterTube BV.

1.2 In addition to the Agreement specific terms and conditions may apply to certain Services (**'Additional Terms'**). Such Additional Terms will be available with the relevant Services and will become an integral part of the Agreement if Customer uses those Services. To the extent that there is a conflict between the Agreement and any Additional Terms, the Additional Terms shall precede.

Modifications

1.3 MasterTube BV may, from time to time, modify the Agreement and Additional Terms. Revisions of the Agreement will be published on this page of our website. Revisions of Additional Terms will be published with the relevant Services. All revisions shall be effective immediately from the moment such revisions have been published. If Customer does not agree to the modified terms, Customer should discontinue its use of the Services and close its Account.

1.4 MasterTube BV may, from time to time, modify the Services. If MasterTube BV makes a material change to the Services MasterTube BV will inform Customer, provided that Customer has subscribed with MasterTube BV to be informed about such change.

1.5 In neither case, as mentioned in clause 1.3 and 1.4, will Customer be entitled to any refund of any sums previously paid to MasterTube B (including outstanding credits) or will MasterTube BV be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from a modification of the Agreement or the Services.

MasterTube BV obligations

1.6 MasterTube BV will:

- a. provide a platform to Customer to distribute information on its organisation and master studies (**'Customer Content'**) to MasterTube BV's consumer end users (**'End Users'**), provided and to the extent that such distribution is supported by the functionality offered by the Services;
- b. provide Customer with information on End Users using MasterTube BV's website to search for or show interest in Customer's and other educational institutions' organisation and master studies (**'End User Data'**), provided and to the extent that such provision is part of the Services which Customer has subscribed to and paid for; and
- c. provide all other Services to Customer, which MasterTube BV specifically committed itself to in any

Additional Terms or in a separate written agreement.

1.7 All obligations to be carried out by MasterTube BV constitute best effort obligations. Only in case Parties have specifically agreed otherwise, by having stated so in a separate written agreement and in a specified manner, an obligation to be carried out by MasterTube BV will constitute an obligation of result. In the event of doubt as to the nature of one of MasterTube BV's obligations, such obligation shall be deemed to be a best effort obligation unless proven otherwise by Customer.

Customer obligations

1.8 Customer will:

- a. compensate MasterTube BV for the Services;
- b. provide MasterTube BV with the co-operation, information, materials and data reasonably requested by MasterTube BV in order to ensure an adequate execution of this Agreement; and
- c. comply with all other obligations of Customer as described in the Agreement.

1.9 Customer agrees not to, and not to allow third parties, to use the Services:

- a. for other purposes than promoting its own organisation and/or master studies to the End Users;
- b. to violate, or encourage the violation of, the legal rights of others or any law;
- c. for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- d. to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- e. to alter, modify, disrupt, disable, circumvent, impair or interfere, directly or indirectly, with any part of the Services;
- f. to collect any personal data of any End User of the Services without prior written approval of MasterTube BV;
- g. to collect, copy, reproduce, transmit, broadcast, display, sell, license or otherwise exploit or distribute any part of the Services, including but not limited to the text, comments, reviews, links, playlists, graphics, photos, sounds, videos and other materials and information Customer may view on or access through the Services, not being Customer Content ('**Other Content**'), without prior written approval from MasterTube BV or the licensors of the Content.

1.10 Customer may share the username and password of its Account with one or more of its employees. Customer is responsible for (i) its employees keeping the username and password combination confidential and (ii) ensuring that all activities that occur through the Account comply with the Agreement and the terms of use which cover the use of the Services by natural persons, i.e. including the employees of Customer, and which can be found at mbatube.com/page/terms-of-use ('**Terms of Use**').

1.11 Customer will not (i) sell, resell, lease or the functional equivalent, the Services to a third party, (ii) attempt to reverse engineer the Services or (iii) attempt to create a substitute or similar service through use of, access to, the Services.

2. Default

2.1 A Party is in default if it has failed to meet any material obligation due under this Agreement (i.e. a material breach) and, to the extent that remedy is possible, it has not remedied such non-performance within a reasonable term as granted to it by the other Party in a written notice of default ('Default'). Any notice or other written communication in which a Party clearly states that the other Party is not fulfilling its obligations, which obligations it is not fulfilling and requesting the remedy of such non-performance within a reasonable term, shall be considered as a notice of default.

2.2 For the purpose of this Agreement, breaches of any of Customer's obligations under this Agreement that individually do not constitute a material breach may collectively be deemed a material breach.

2.3 Repeated breaches or a series of breaches of the Agreement by Customer (whether or not remedied) of such frequency or nature that they have a material impact on the conduct of MasterTube

BV's operations or business will in any event qualify as a material breach.

3. Term and termination

Term

3.1 The Agreement is effective as of the date the Account is opened ('Effective Date') and shall remain in full force and effect until the earlier of (i) Customer discontinues its use of the Services and closes the Account or (ii) the Agreement is terminated by either Party as described below.

Termination for breach

3.2 A Party may at its option terminate this Agreement in whole or in part with immediate effect by notifying the other Party in writing if the other Party is in Default.

Termination for cause

3.3 Without prejudice to any of its other rights and obligations, a Party may at its option terminate this Agreement with immediate effect by notifying the other Party in writing if any of the following events occurs:

- a. The other Party has ceased to exist or has been dissolved;
- b. The other Party has been declared bankrupt, or it has been granted suspension of payments;
- c. The other Party's business has been discontinued without providing a solvent and for the former Party acceptable successor continuing the other Party's obligations under this Agreement;
- d. The other Party is unable to perform its obligations due to a force majeure event, provided that the force majeure event lasts more than 30 days and the Parties, after good faith negotiation, are unable to reach a temporary solution for the force majeure period.

3.4 MasterTube BV may (partially) terminate Customer's use of the Services and the Agreement at any time and with or without prior notice or explanation, if:

- a. MasterTube BV is required to do so by law;
- b. Customer is subject to a change of control;
- c. MasterTube BV decides to cease providing the Service; or
- d. providing the Service is, in MasterTube BV's opinion, no longer commercially viable.

3.5 Only in case of each of clause 3.4b and 3.4d shall MasterTube BV, where possible, give reasonable notice of such termination.

Effects of termination

3.6 In deviation of Dutch law, termination for breach as described above will not cause any obligations to undo.

3.7 Termination of the Agreement will:

- a. be without compensation by MasterTube BV and without liability or obligation from MasterTube BV to Customer;
- b. not discharge Customer from any outstanding payment obligations towards MasterTube BV.;
- c. not entitle Customer to any refund of any sums previously paid to MasterTube BV (including outstanding credits); and
- d. not discharge Customer from obligations, which, by their nature, are intended to continue in force thereafter. These obligations include in any event any indemnifications, warranties and limitations and the provisions on intellectual property rights, data protection, disputes and the applicable law.

4. Suspension

4.1 MasterTube BV is entitled to suspend the provision of the Services if Customer fails to meet its obligations under the Agreement.

4.2 Notwithstanding clause 3, Customer is not entitled to suspend the fulfilment of its obligations, including but not limited to its payment obligations, should MasterTube BV fail to meet its obligations under the Agreement.

5. Charges and payment

General

5.1 Services will not be rendered by MasterTube BV until MasterTube BV has been able to verify that the relevant payment due has actually been received by MasterTube BV.

Charges

5.2 The charges payable by Customer for the Services ('Charges') are specified on the relevant order page of MasterTube BV's websites ('Order Page') or invoice.

5.3 Prices are in Euro and exclusive of value added tax, unless otherwise indicated on the relevant Order Page or invoice.

5.4 Customer is responsible for any duties, customs fees or taxes associated with the sale of the Services, including any related penalties or interest ('Taxes'), and Customer will pay the Charges without any reduction for Taxes. If MasterTube BV is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides MasterTube BV with a valid tax exemption certificate authorised by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to MasterTube BV, Customer must provide MasterTube BV with an official tax receipt or other appropriate documentation to support such payments.

Payment

5.5 All payments are in Euro unless otherwise indicated on the relevant Order Page or invoice.

5.6 Payments can either be done by (i) online payment, e.g. credit card, debit card, PayPal, etcetera, (ii) prepaid credits and (iii) bank payment on the basis of an invoice. Any charges applying to these payment methods are for the account of Customer.

5.7 In case Charges are invoiced, the relevant invoice will mention the applicable payment term.

5.8 Interest shall accrue on overdue payments, calculated on a day-to-day basis (both before and after any judgement) from the due date for payment to the date of full payment at the rate of 2% above EURIBOR.

6. Customer Content

6.1 Customer is entitled to submit Customer Content to MasterTube BV websites and video platform to the extent and in the form the functionality of the Services allow such.

6.2 Customer is and will at all times remain solely responsible for its Customer Content and the consequences of submitting it. MasterTube BV expressly disclaims any and all liability in connection with the Customer Content.

6.3 Customer may not submit Customer Content that is violating any law, the Agreement, the Terms of Use and/or any applicable Additional Terms.

6.4 MasterTube BV has the right, but not the obligation, to review Customer Content in order to determine whether such Customer Content is illegal or in violation of the Agreement, Terms of Use and/or any applicable Additional Terms. MasterTube BV may remove, edit or reject Customer Content, without notice to Customer and at its sole discretion, if MasterTube BV believes that such Customer Content is (potentially) in violation of any law, the Agreement, the Terms of Use or any applicable Additional Terms or (potentially) contrary to MasterTube BV's commercial interests.

7. Intellectual property

Definitions

7.1 For the purpose of this clause 7 'Intellectual Property Rights' means patents, trade marks, copyright, typography rights, database rights (including rights of extraction), registered designs and unregistered design rights, trade secrets and the right to keep information confidential, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them.

7.2 For the purpose of this clause 7 'IPR Materials' means any material or information (including but not limited to text, graphics, photo's, sounds, videos, (trade) names, logos, symbols, designs, domain names, software, documentation and data) of either Party or its third party licensors which (i) is or forms part of the Services, (ii) is used by MasterTube BV or its subcontractors for the provision of the Services or (iii) is used by Customer, directly or indirectly, for or in relation to the receipt of the Services and:

- a. exists at the Effective Date; or
- b. is created, written or otherwise brought into existence after the Effective Date, but independently and not pursuant to the Agreement.

7.3 Customer Content is considered IPR Material of Customer.

Intellectual Property Rights

7.4 This Agreement does not affect the ownership of Intellectual Property Rights in IPR Materials. All Intellectual Property Rights in a Party's IPR Materials shall remain exclusively vested in that Party and its licensors.

7.5 All Intellectual Property Rights that can be exercised in relation to (the results of) the Service are vested in MasterTube BV or its licensors.

License

7.6 By submitting Customer Content Customer grants:

- a. to MasterTube BV, a worldwide, irrevocable, non-exclusive, royalty-free, transferable, perpetual and in all other ways unrestricted license to use, reproduce, distribute, prepare derivative works of, modify, perform, display, publish and otherwise exploit all or any portion of the Customer Content in connection with the Services and otherwise in connection with MasterTube BV's business, including without limitation for the promotion of the Services. The license includes the right for MasterTube BV to grant sub-licenses others to the same extent;
- b. to other users of the Services, including End Users, a worldwide, irrevocable, non-exclusive, royalty-free, perpetual license to access the Customer Content through the Services and to use the Customer Content to the extent permitted by the functionality of the Services and under the Terms of Use and any applicable Additional Terms.

8. Representations, warranties and disclaimers

Warranties

8.1 Each Party represents that it has full power and authority to enter into the Agreement. Each Party warrants that it will comply with all laws and regulations to its provision, or use, of the Services, as applicable.

8.2 Customer represents and warrants that it has all necessary rights, licenses, permissions and consents which are required to enable MasterTube BV to use the Customer Content for the purposes of providing the Services.

8.3 Customer represents and warrants that the Customer Content does not contain any material that is subject to Intellectual Property Rights of third parties, unless Customer has the right, license, permission or consent from the rightful owner to do so and to grant MasterTube BV and the other users of the Services the license described in clause 7.6.

Disclaimers

8.4 Customer acknowledges that the Services are provided 'as is'.

8.5 Customer acknowledges and agrees that, to the fullest extent permissible by law, MasterTube BV nor its partners (e.g. suppliers, licensors, distributors) make any warranty or representation of any kind to Customer with respect to the Services. In particular MasterTube BV does not warrant or represent to Customer that:

- a. Customer's use of the Services will meet its requirements;
- b. the Services will be provided uninterrupted, timely, secure or free from errors; and
- c. defects in the operation of the Services or functionality offered by the Services will be corrected.

9. Liability and indemnification

Exclusion

9.1 Neither Party will be liable (whether in contract, tort, (including negligence) or otherwise) for any indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, even if that Party has been advised of or should have been aware of their possibility.

Limitation

9.2 In respect of any liability which is not within the scope of clause 9.1, MasterTube BV's liability under or in connection with this Agreement shall not exceed the smaller of:

- a. the amount paid by Customer to MasterTube BV hereunder during the six months prior to the event giving rise to liability; or
- b. 10,000 Euro.

Exceptions

9.3 The exclusion and limitation of liability above do not apply for:

- a. death or personal injury to the extent it results from the negligence of a Party, its employees or subcontractors in the course of their engagement;
- b. wilful intent, fraud and gross negligence;
- c. breaches by Customer of clause 1.9a;
- d. violation by Customer of clause 10;
- e. violation by Customer of MasterTube BV's or its licensors' Intellectual Property Rights; and
- f. indemnification obligations.

Indemnification

9.4 Customer indemnifies and holds MasterTube BV and its partners (e.g. suppliers, licensors, distributors) harmless from any and all claims, liabilities, losses, damages, costs and expenses in connection with or arising from (i) Customer's use of the Services, (ii) Customer's or its employees' failure to comply with the Agreement, the Terms of Use and the applicable Additional Terms, including but not limited to Customer breaching clauses 10.5 – 10.8, or (iii) Customer Content.

Force majeure

9.5 Neither Party will be liable for inadequate performance to the extent caused by a condition (e.g. natural disaster, act of war or terrorism, riot, labour condition, governmental action and internet disturbance) that was beyond the Party's reasonable control.

10. Confidentiality and data protection

Confidentiality

10.1 Each Party undertakes to the other that (unless the prior written consent of the other Party shall first have been obtained) it shall keep confidential and not by failure to exercise due care or otherwise by any act or omission disclose to any person whatever, or use or exploit commercially for its or their own purposes, any confidential information ('Confidential Information') of the other Party. For the purpose of this Agreement, Confidential Information includes documents, specifications, (personal) data as well as other information, which is either designated as such or is to be regarded as confidential by its nature.

10.2 Confidential Information does not include information that (i) the recipient of the Confidential Information already knew, (ii) becomes public through no fault of the recipient, (iii) was independently developed by the recipient or (iv) was rightfully given to the recipient by a third party.

Exceptions

10.3 Each Party may disclose the other Party's Confidential Information when required by law but only after it, if legally permissible (i) uses commercially reasonable efforts to notify the other Party and (ii) gives the other Party the chance to challenge the disclosure.

10.4 Pursuant to clause 7.6a Customer agrees that MasterTube BV may include Customer's name and logo in a list of MasterTube BV customers, online or in promotional materials and use Customer Content to that extent. Customer also agrees that MasterTube BV may verbally reference Customer as customer of MasterTube BV's Services.

Data protection

10.5 Parties shall observe the provisions of applicable law on data protection and shall ensure and monitor compliance therewith.

10.6 End User Data qualify as personal data. Customer acknowledges that the End Users' consent with regard to MasterTube BV transferring the End User Data to educational institutions which have concluded a service agreement with MasterTube BV amongst which Customer, is subject to the limitation that each educational institution will only use the End User Data provided to it by MasterTube BV for the purpose of promoting its own organisation and/or master studies to the relevant End Users.

10.7 Pursuant to clause 1.9a Customer warrants that it will not use the End User Data for other purposes than promoting its own organisation and/or master studies to the End Users. Customer will refrain from transferring, selling, licensing or otherwise exploiting or distributing the End User Data to third parties.

10.8 Customer will take all necessary technical and organizational security measures for data protection to prevent loss and unlawful processing of the End User Data it receives from MasterTube BV.

11. Miscellaneous

11.1 Unless specified otherwise herein, all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact.

11.2 Customer may not assign or transfer any of its rights and obligations under this Agreement to any third parties without the written consent of MasterTube BV.

11.3 No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

11.4 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

11.5 Parties are independent contractors and this Agreement does not create an agency, partnership or joint venture.

11.6 Nothing in this Agreement is intended to confer any benefit on any third party or any right to enforce a term contained in this Agreement.

11.7 The Agreement is governed by the laws of the Netherlands. Any legal matter about or in connection with the Agreement will be submitted to the exclusive jurisdiction of the courts of

Amsterdam, the Netherlands.

11.8 Any amendments to the Agreement must be in writing and expressly state that it is amending this Agreement.

The Service Agreement has been modified last on 01-05-2020.