2026-02-24

Product Specific Terms – Voyado Engage

1. General

These Product Specific Terms governing the provision of the Product "Voyado Engage" to Customer and Customer's use thereof, form part of the General Terms and are hereby incorporated therein.

2. Definitions

Any terms defined in the Agreement shall have the same meaning when used herein. The following terms shall have the meaning ascribed below:

"**Acceptance Criteria**" means the criteria against which the delivery will be measured for acceptance.

"**Acceptance Procedure**" means the procedure and methods for testing of the Implementation Project and the Product as detailed in the Statement of Work.

"**Contact**" means a single contact entry in one tenant; for the avoidance of doubt, any duplicates will be calculated as two different contacts.

"**Essential Support**" means the support included in the Fees free of additional charge as described under Section 8 below.

"**Implementation Project**" means the services provided by Supplier for implementation of the Product as detailed in the Statement of Work, if applicable.

3. Fees and Payment

3.1 Scope and Payment. The right of access to the Product is subject to Customer's payment of the Fees and limited to the Ordered Components and user limits, as specified in the Order Form. Any fees and payment plan for the Implementation Project are stated in the Order Form, if applicable.

3.2 Contact Overages. Any overage above the Contacts included in the fixed fees is invoiced monthly in arrears based on Customer's total number of Contacts, as per the average level of Contacts on the first and final day of that month.

3.3 SMS. Customer can use the Product to communicate with its customers via SMS. If Customer sends longer messages, these will be divided into 160 characters per message and charged as separate SMS. SMS may be puchased on a pay-as-you-go basis (variable fee) or in fixed volumes (fixed fee) subject to the payment terms set out in the Order Form. Supplier may request that SMS are pre-paid due to Customer's financial status. If a price increase is made in accordance with Section 3.5 below, the amount of such pre-paid available SMS before such increase will be adjusted according to the new price(s).

3.4 Implementation Fees. If Supplier performs an Implementation Project in accordance with Section 5 below, a fixed Implementation Project fee shall apply as specified in the Order Form. If any changes to the scope of the Implementation Project are made in accordance with Section 5.5, the fixed fee shall be adjusted accordingly. If the Implementation Project is delayed beyond the Agreed Go Live Date due to circumstances not attributable to Supplier, Supplier shall be entitled to charge for any additional hours spent on the Implementation Project beyond this date at its applicable hourly rates.

3.5 Price Increases from Subcontractors. To be able to offer Customer high quality in every aspect, Supplier cooperates with leading external service providers. Against this background, the Parties agree that in the event Supplier's subcontractors adjust their prices payable by Supplier, Supplier may make a corresponding price adjustment vis-à-vis Customer for such services. Supplier undertakes to notify Customer as soon as possible but at least one (1) month before the implementation of such adjustment. Supplier shall, upon request by Customer, present documentation from the subcontractor demonstrating the price increase.

4. SMS

4.1 Unauthorized Use and Fraudulent Messages. Customer is responsible for ensuring that its customer account is not used to transmit fraudulent messages. Fraud, including artificial inflated traffic (SMS pumping) originating from Customer, will not excuse Customer's payment obligations under the Agreement.

4.2 Country-specific Regulations. Regulatory requirements for SMS communications vary by country and are subject to change. Depending on the region, Customer may be required to complete specific registrations or obtain approvals before sending SMS. Customer is solely responsible for interpreting and complying with all applicable laws and regulations in each country where it sends SMS communications.

5. Online Ads TikTok Integration

Further to sub-section (i) of Section 18 (Third Party Services) of the General Terms, Customer agrees and warrants that it has obtained all necessary consents for transfers of personal data to third countries where no other valid transfer mechanism under the GDPR is available. This Section applies if Customer utilizes the TikTok integration within the Online Ads Component.

6. Implementation Project

6.1 Supplier Implementation Project. In the event Supplier shall perform an Implementation Project, such project shall be described in the Statement of Work. Further, the provisions in this section, Section 7 (Acceptance) and Section 8 (Time Plan and Delay) apply.

6.2 Supplier's Responsibilities. When performing the Implementation Project, Supplier shall follow reasonable instructions regarding IT-security, guidelines and code of conducts if notified by Customer well in advance prior to the commencement of the Implementation Project and if such does not cause any unreasonable inconvenience or additional costs for Supplier. Supplier shall, to the best of its ability, endeavor to minimize disruptions to Customer's ongoing business activities.

6.3 Cooperation with Third-Party Vendors. If agreed in the Statement of Work, Supplier shall cooperate with any third-party vendors to Customer, as reasonably requested by the Customer,

provided that such cooperation does not cause any unreasonable inconvenience or additional costs not covered by the agreed fees for the Implementation Project. Such vendors shall be required to enter into a confidentiality agreement if required by Supplier.

6.4 Customer's Responsibilities. Supplier is only responsible for the undertakings and circumstances specified and detailed in the Agreement. In addition to what is stated in the Statement of Work, Customer is responsible for the following undertakings/circumstances:

i. Customer's IT-environment, including integrations and interfaces between the Product and Customer's IT-environment and any third-party applications.

ii. Appointment of a designated project manager who shall act as Supplier's main point of contact and have the authority to give binding directions and decisions for Customer. The project manager and its contact details shall be specified in the Statement of Work.

iii. Customer shall manage the Implementation Project, coordinate, and provide all necessary resources and access rights, including to any of Customer's third party vendors. Personnel from Customer shall have appropriate competence and training for the assigned tasks and the necessary power of authority.

iv. Provide Supplier with the documentation and information necessary to deliver the Implementation Project and the Product.

v. Provide files for the various integration flows based on fixed formats as specified by Supplier.

vi. Comply with Supplier's technical specifications as identified under the discovery phase or as specified in the Statement of Work.

vii. Actively work to ensure that the Product can be delivered according to the time plan, including but not limited to, reviewing and providing feedback on results and reports provided by Supplier and to make necessary decisions in due time.

6.5 Changes. Changes to the scope of the Statement of Work may be made in writing subject to both Parties' signature. Both Parties may suggest changes and Supplier shall thereafter specify the (i) estimated costs, (ii) changes to the time plan, and (iii) changes to Customer's undertakings/requirements.

6.6 Compensation. Supplier is entitled to compensation for reasonable travel costs (out-of-pocket expenses) if the Parties have agreed on travels.

7. Acceptance

7.1 Acceptance Procedure and Criteria. Acceptance Procedure and the Acceptance Criteria for the delivery of the Implementation Project and the Product shall be agreed and specified in the Statement of Work. Where the Statement of Work includes Acceptance Criteria applicable to beta functionality or other Exploratory Services, such criteria are included for testing purposes only and do not form part of the Acceptance Procedure, nor shall they affect any determination of acceptance, and Supplier accepts no responsibility or liability in respect thereof.

7.2 Customer's Acceptance. The Implementation Project and the Product shall be deemed accepted by Customer when the Acceptance Testing has been carried out and the Product fulfills the Acceptance Criteria. Acceptance shall be documented in writing in a project closure protocol. In the event Customer has not approved, or made legitimate reservations, in such protocol within one (1) week from the date of the Acceptance Testing, Customer shall be deemed to have approved the Product. Customer shall also be deemed to have approved the Product and the Implementation Project if it has started utilizing the Product (hence, when Customer has accessed the Product and can use at least parts of the Product, for example by starting to send e-mails and doing IP-warm up). Deviations which are insignificant for the intended use of the Product shall not affect the determination of acceptance.

7.3 Remediation. If following the Acceptance Procedure, the Acceptance Criteria should not be fulfilled, Supplier shall remedy any deviations, and the Acceptance Procedure shall be repeated until it fulfils the Acceptance Criteria. Any delays attributable to Supplier are governed by Section 8 below.

7.4 External Delays. If the Implementation Project and the delivery of the Product are delayed past the Agreed Go-Live Date, and this is due to circumstances not attributable to Supplier, Supplier shall be entitled to charge any additional hours spent on the Implementation Project according to Supplier's applicable hourly rates.

7.5 Requirements. Customer is responsible for providing the test environment and all other requirements agreed in the Statement of Work.

8. Time Plan and Delay

8.1 Time Plan. The Implementation Project shall be delivered in accordance with the time plan specified in the Statement of Work.

8.2 Delays and Remedies. If the Implementation Project is not accepted by the Agreed Go-Live Date, Supplier shall be deemed to be in delay and remedy any Defects as soon as reasonably possible but at least within forty-five (45) days. If the Implementation Project is still not accepted by this date, the Parties shall jointly set a final deadline for acceptance. If the Implementation Project is not accepted by the final deadline date, Customer shall either be entitled to a price reduction of the Implementation Project equivalent to the applicable delay or be entitled to terminate the Agreement with immediate effect and to be refunded any pre-paid fees for the Implementation Project.

8.3 Exceptions. Supplier shall however not be deemed to be in delay, and Section 8.2 above shall not apply, if the delay is caused by circumstances attributable to Customer, including but not limited to, delays regarding Customer's third-party vendors, Customer's personnel, necessary access or approvals etc.

9. Essential Support

Essential Support, as described in this Section 9, is provided to Customer free of charge with a maximum of three (3) hours per month. Any additional support requested by Customer will be invoiced per hour according to Supplier's hourly rates, or subject to a premium support agreement. Essential Support includes assistance and help with the Product, troubleshooting as

well as access to our Help Center. Contact details for Essential Support are available in the Help Center. No operational tasks or activities in the Product are included such as administration of campaigns, automations and daily routine setups, trainings, custom development, or template design. For such work, Section 7 (Professional Services) of the General Terms applies.

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