



NEXA Subscription Terms

Version 2.0 — 20 March 2026

Captivate ApS

Kongstedvej 1 | DK-4200 Slagelse | Denmark

CVR/VAT: 43767879

compliance@captivateint.com | +45 44 45 46 47

captivateint.com

CONFIDENTIAL — This document and all its contents are proprietary to Captivate ApS.

THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR PURCHASE AND USE OF THE CAPTIVATE NEXA SERVICES (THE "SERVICES"). NEXA IS AN ONLINE (SAAS) EVENT PLATFORM FOR EVENT OWNERS, PRIMARILY IN THE B2B SEGMENT.

BY EXECUTING AN ONLINE SIGNUP OR AN ORDER FORM TO PURCHASE THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Table of Contents

1. Definitions.....	5
2. Use of the Services	6
2.1 Our Protection of Your Data	6
2.2 Your Responsibilities	6
2.3 Fair Usage Policy.....	6
3. Non-Captivate Services	8
3.1 Non-Captivate Products and Services.....	8
3.2 Integration with Non-Captivate Applications	8
4. Fees and Payment for Services.....	9
4.1 Fees	9
4.2 Invoicing and Payment	9
4.3 Overdue Charges	9
4.4 Suspension of Service	9
4.5 Payment Disputes.....	9
4.6 Taxes.....	10
5. Proprietary Rights and Data Privacy.....	11
5.1 Reservation of Rights in the Services.....	11
5.2 Your Data.....	11
5.3 Suggestions	11
5.4 Data Privacy.....	11
5.5 Service Level Agreement	11
6. Confidentiality.....	13
6.1 Definition of Confidential Information.....	13
6.2 Protection of Confidential Information.....	13
6.3 Compelled Disclosure.....	13
7. Warranties and Disclaimers	14
7.1 Our Warranties	14
7.2 Your Warranties	14
7.3 Disclaimer	14
7.4 Beta Services	14

8. Mutual Indemnification	15
8.1 Indemnification by Us	15
8.2 Indemnification by You	15
8.3 Exclusive Remedy	15
9. Limitation of Liability.....	16
10. Term and Termination	17
10.1 Term of Agreement	17
10.2 Termination for Cause	17
10.3 Refund or Payment upon Termination	17
10.4 Return and Deletion of Your Data	17
10.5 Surviving Provisions	17
11. Notices, Governing Law and Jurisdiction	19
11.1 Manner of Giving Notice.....	19
11.2 Governing Law and Jurisdiction	19
12. General Provisions.....	20
12.1 Export Compliance.....	20
12.2 Relationship of the Parties	20
12.3 No Third-Party Beneficiaries	20
12.4 Waiver	20
12.5 Severability.....	20
12.6 Assignment.....	20
12.7 Marketing.....	20
12.8 Entire Agreement and Document Hierarchy	20
13. Changelog	22

1. Definitions

"We," "Us" or "Our" means Captivate ApS, CVR/VAT DK43767879, a Danish company located at Kongstedvej 1, 4200 Slagelse, Denmark.

"You" or "Your" means the company or other legal entity on whose behalf you are executing this Agreement, and Affiliates of that company or entity. If You are an agency purchasing Services on behalf of Your clients, the terms "You" or "Your" shall include such clients, and You shall be responsible for such clients' compliance, obligations as well as for any breach of those obligations by such clients, and for payment for purchases of the Services on behalf of such clients under this Agreement.

"Order Form" means the documents for placing orders for the Services, or the online Signup Form that are entered into between You and Captivate. Order Forms shall be deemed incorporated herein by reference.

"Services" means the Event Platform and services herein offered by Captivate under the name "NEXA." All Services can be accessed as-is via the SaaS UI by online signup with password-protected customer login or access via the Application Programming Interface (API). The "Services" exclude Non-Captivate Services (as defined in Section 3).

"NEXA Platform Subscription" means the recurring subscription fee for access to and use of the NEXA platform as specified in the Order Form, excluding fees for managed event production services, one-off service purchases (such as additional SMS or storage), and Non-Captivate Services.

"Affiliate" means any entity with directly or indirectly ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Sensitive Data" means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, or data revealing sex life or sexual orientation; health or medical information; data relating to criminal convictions and offences; or a minor's personal data, in each case as defined and regulated by the General Data Protection Regulation (EU) 2016/679 ("GDPR") and applicable Member State data protection law.

"Users" means people who You have provided access to, and given rights to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents.

"Your Data" means any electronic data, content or information that is submitted to NEXA by You or on Your behalf.

"SLA" means the CAPTIVATE Service Level Agreement, as published at <https://nexahub.io> and incorporated by reference into this Agreement, governing service availability, incident response, business continuity, disaster recovery, and service credits.

"DPA" means the CAPTIVATE Data Processing Agreement, as published at <https://nexahub.io/data-processing-agreement> and incorporated by reference into this Agreement, governing the processing of personal data under GDPR Article 28.

2. Use of the Services

2.1 Our Protection of Your Data

We shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as further described in the SLA and the DPA.

We shall not:

1. modify Your Data;
2. disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You; or
3. access Your Data except to provide the Services and support for the Service.

2.2 Your Responsibilities

You shall:

1. be responsible for Users' compliance with this Agreement;
2. be responsible for the accuracy, quality and legal base of Your Data;
3. use reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use;
4. use the Services only in accordance with this Agreement and applicable laws and government regulations; and
5. be solely responsible for compliance with all applicable laws and regulations which apply to Your transactions and events with Your customers.

You shall not:

1. make the Services available to anyone other than Users and Your end-users for events, registration, streaming, and similar purposes;
2. use the Services to store or transmit infringing, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, or for child-abuse, pornographic, discriminatory, criminal or similar content;
3. use the Services to store or transmit Malicious Code;
4. interfere with or disrupt the integrity or performance of the Services;
5. generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements, or other solicitations ("spam");
6. perform unauthorized audits and inspections, including but not limited to security scans and/or penetration tests performed by unapproved entities. To request an audit or inspection, You must notify Captivate at least three (3) weeks in advance via written request to compliance@captivateint.com;
7. attempt to gain unauthorized access to the Services or their related systems or networks;
8. submit to or use the Services to collect, store or process any Sensitive Data without end-users' explicit consent where required by applicable law; or
9. reverse engineer the Services.

2.3 Fair Usage Policy

As part of Our commitment to providing a high-quality, fast and reliable Service, We maintain a Fair Use Policy for certain elements of the Service:

1. Email Services: limited to 20,000 sent emails via the Service per month.
2. Livestream: limited to HD and 1,000 viewing hours per month.
3. On Demand Video: limited to HD and 1,000 viewing hours per month.

Additional volume may be requested and purchased via Captivate. Fair usage limits are separate from the service level commitments set out in the SLA.

If Your usage exceeds the fair-use limits set out above, We may, at Our sole discretion and without liability, take one or more of the following actions:

- (a) notify You of the excess usage and request that You reduce usage to within the applicable limits within five (5) business days;
- (b) throttle or temporarily restrict the affected service component (email delivery, livestream, or on-demand video) to the applicable fair-use limit until the end of the current billing period;
- (c) invoice You for the excess usage at Our then-current overage rates, as published on the NEXA platform or as agreed in the Order Form; or
- (d) if excess usage continues for two (2) consecutive billing periods after notification under (a), suspend or terminate the affected service component, or terminate this Agreement, upon fifteen (15) calendar days' written notice.

The remedies in this section are cumulative and do not limit any other rights or remedies available to Us under this Agreement.

You agree that You will not use the same login credentials to access the Services across multiple VAT / corporate identity numbers. One subscription cannot be used for multiple VAT numbers. If We determine that You are using the same platform login credentials to access the Services for multiple companies or as a service for multiple entities, We have the right, at Our sole discretion, to terminate this Agreement immediately upon notice to You, with no refund of the amount paid prior to the date of termination.

3. Non-Captivate Services

3.1 Non-Captivate Products and Services

The Services may include third-party solutions, including but not limited to applications and implementation, customization, SMS, email service, hosting infrastructure and service ("Non-Captivate Services").

These Non-Captivate Services can be used or purchased through the Services. We will only be responsible for monitoring and first-level support between You and any Non-Captivate Services provider that are included or paid for via the Services. We are not responsible for any disclosure, modification or deletion of Your Data resulting from such Non-Captivate Service or its provider. If You choose to use any Non-Captivate Service in conjunction with the Services, you grant Us permission to allow the Non-Captivate Service and its provider to access Your Data as required for the interoperation of that Non-Captivate Service with the Services.

Use of such Non-Captivate Services will terminate with the termination of this Agreement.

3.2 Integration with Non-Captivate Applications

The Services may contain features designed to interoperate with non-Captivate applications. To use such features, you may be required to obtain access to such non-Captivate applications. If the provider of any such non-Captivate application ceases to make the non-Captivate application available for interoperation with the corresponding Captivate features on reasonable terms, We will investigate other solutions for the application, or may cease providing such Captivate features, and You will not be entitled to any refund, credit, or other compensation.

4. Fees and Payment for Services

4.1 Fees

The Service is based on a subscription — either monthly or yearly upfront — which You select in the Order Form. Any subscription will be automatically renewed unless terminated according to the terms in Section 10.

Except as, and solely to the extent, otherwise specified herein or in an Order Form:

1. fees are based on Services purchased;
2. payment obligations are non-cancellable, and fees paid are non-refundable;
3. quantities purchased cannot be decreased during the relevant subscription term stated on the Order Form. Subscription fees are billed either per month or annually depending on Your order, beginning on the subscription start date and continuously thereafter; and
4. during a subscription, additional one-off Service purchases can be applied and paid for (SMS, storage, etc.).

4.2 Invoicing and Payment

By ordering the Service, You will provide Us with:

1. valid and updated credit card information; or
2. a purchase order for invoice to be paid, with maximum net 8 days payment terms.

Payments by cash or check are not accepted. Credit card payments are subject to a maximum threshold determined by Our payment processor or by Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial subscription term, additional orders and any renewal subscription term(s) as set forth in Section 10.

For Service payments via invoice, which can only be applied by Us, the payment must be for an agreed period. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 Overdue Charges

If any charges are not received from You by the due date, then at Our discretion, such charges may accrue interest at the rate of 1.5% of the outstanding balance per month, from the date such payment was due until the date paid.

4.4 Suspension of Service

If any amount owing by You under this or any other agreement for the Services is overdue, We may, without limiting Our other rights and remedies, suspend the Services until such amounts are paid in full and no later than 7 days after the due date.

4.5 Payment Disputes

We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service) if You are disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

4.6 Taxes

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes ("Taxes"). If We have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount shall be invoiced to and paid by You. For all non-Danish customers, all charges and payments are subject to "Reverse VAT charge." We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5. Proprietary Rights and Data Privacy

5.1 Reservation of Rights in the Services

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 Your Data

As between You and Us, You shall own all Your Data uploaded or otherwise placed into the Service. During the term of this Agreement, You grant to Us the right to use Your Data to provide the Services and feedback to You related to Your use of the Service.

You grant to Us the right to anonymize Your Data such that the data cannot relate to or identify You, Your clients, or any individual, company or organization ("Anonymized Data"). Captivate shall own Anonymized Data and the parties agree that You have no right, title or interest to such Anonymized Data. The creation and use of Anonymized Data is disclosed in Our Privacy Policy.

5.3 Suggestions

You hereby grant to Us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided to Us by You, including Users, related to the operation of the Services.

5.4 Data Privacy

You represent and warrant that Your use of the Services will comply with all applicable data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and applicable Member State data protection legislation. You are responsible for determining whether the Services are suitable for You in light of Your obligations under applicable law.

To the extent We process personal data on Your behalf in connection with the Services, Captivate acts as **data processor** within the meaning of GDPR Article 4(8), and You act as data controller. The processing is governed by the CAPTIVATE Data Processing Agreement (DPA), which is incorporated into and forms an integral part of this Agreement.

The DPA is available at <https://nexahub.io/data-processing-agreement> and sets out the obligations of both parties with respect to data protection when processing personal data in connection with the Services, including sub-processor governance, security measures, breach notification, and data return and deletion procedures.

You acknowledge and agree that You are responsible for ensuring that any necessary notices and consents for the processing of personal data via the Services are obtained.

5.5 Service Level Agreement

The CAPTIVATE Service Level Agreement (SLA) governs the availability, incident response, business continuity, disaster recovery, and service credit provisions for the Services. The SLA is incorporated into and forms an integral part of this Agreement.

The SLA is available at <https://nexahub.io> and includes, among other things, a minimum monthly uptime commitment, service credit mechanism, incident severity classification and response targets, backup and recovery objectives, and a change management framework. In the event of any conflict between this Agreement and the SLA in relation to service levels, uptime, or service credits, the SLA shall prevail.

6. Confidentiality

6.1 Definition of Confidential Information

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Your Confidential Information shall include Your Data. Our Confidential Information shall include the Services. Confidential Information of each party shall include the terms and conditions of this Agreement and the contents of all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes.

However, Confidential Information shall not include any information that:

1. is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
2. was known to the Receiving Party prior to its disclosure by the Disclosing Party;
3. is received from a third party without breach of any obligation owed to the Disclosing Party; or
4. was independently developed by the Receiving Party.

6.2 Protection of Confidential Information

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care), not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and limit access to Confidential Information to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed agreements containing protections no less stringent than those herein.

6.3 Compelled Disclosure

Either party may disclose Confidential Information if compelled by law to do so, provided it gives the other party reasonable prior notice where legally permissible.

7. Warranties and Disclaimers

7.1 Our Warranties

We warrant that: (a) We have validly entered into this Agreement and have the legal power to do so; and (b) subject to Section 3.2, the functionality of the Services will not be materially decreased during a subscription term.

7.2 Your Warranties

You warrant that You have validly entered into this Agreement and have the legal power to do so.

7.3 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, CAPTIVATE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.4 Beta Services

We may make beta services available ("Beta Services"), clearly designated as beta. Beta Services are provided for evaluation purposes, may contain bugs or errors, and may be subject to additional terms. BETA SERVICES ARE NOT CONSIDERED PART OF "SERVICES" AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Beta Services at any time. Beta Services that are continuously applied to the Services as a final feature shall thereafter be considered part of these terms.

8. Mutual Indemnification

8.1 Indemnification by Us

We shall assist You to defend and indemnify You against any claim, demand, lawsuit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), provided that You promptly give Us written notice and provide undisputable proof that the claim relates to the Service and not Your breach of this Agreement.

In the event of such a claim, We may in Our discretion: (a) modify the Services so they no longer infringe; (b) terminate Your subscription upon 30 days' written notice; or (c) require that You discontinue use of affected Services within five days of notice. We shall have no obligation to indemnify You to the extent any claim arises from Your breach of this Agreement.

8.2 Indemnification by You

You shall defend and indemnify Us against any claim, demand, lawsuit or proceeding arising out of or related to Your breach of this Agreement, alleging that Your Data or Your use of the Services infringes or misappropriates intellectual property or privacy rights of a third party or otherwise violates applicable law (a "Claim Against Us"), provided that We promptly give You written notice and give You control of the defence and settlement.

8.3 Exclusive Remedy

This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section. This Section does not limit or affect remedies available under the SLA for service-level failures, which are governed exclusively by the SLA.

9. Limitation of Liability

To the maximum extent permitted by applicable law, neither party shall be liable to the other for any indirect, consequential, exemplary, incidental, special or punitive damages, including but not limited to loss of profit, lost data, or costs of procurement of substitute products, arising from or relating to this Agreement, regardless of the form of action, even if the party has been advised of the possibility of such damages.

To the maximum extent permitted by applicable law, each party's total aggregate liability arising out of or in connection with this Agreement shall not exceed an amount equal to the fees paid or payable by You to Us for the NEXA platform subscription during the subscription interval (monthly or annual, as specified in the applicable Order Form) in which the event giving rise to the claim occurred. For the avoidance of doubt, fees for managed event production services, one-off service purchases, and Non-Captivate Services are excluded from the calculation of the liability cap under this clause.

The existence of more than one claim will not enlarge this limit.

Nothing in this Agreement shall limit or exclude either party's liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any liability that cannot be excluded or limited by applicable law; or (iv) any obligations under the Data Processing Agreement in respect of personal data breaches.

The Service Credits set out in the SLA represent the Customer's sole and exclusive financial remedy in respect of unavailability of the Services or failure to meet the service commitment. The limitation of liability in this Section applies in addition to and does not override the exclusivity of the Service Credit remedy.

10. Term and Termination

10.1 Term of Agreement

The term of this Agreement commences as of the date an Order Form has been signed by You, and continues until all subscriptions, including any renewal terms, have expired or been terminated.

For Service payments via credit card: the termination period is up until the agreed period end-date, otherwise You are bound to a renewed period of the same length and will be charged.

For Service payments via invoice: the termination period is the last day of the month before the agreed period end-date (e.g. if the end-date is 31 December, termination must be made in writing before 30 November), otherwise You are bound to a renewed period and will be charged.

Upgrading a subscription can be done continuously with immediate effect. Downgrading a subscription can be done from the end-date of a current subscription.

10.2 Termination for Cause

A party may terminate this Agreement for cause, which means: (a) failure by the other party to cure a breach within 30 days after receiving written notice of such breach; or (b) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.3 Refund or Payment upon Termination

Upon any termination for cause by You, We shall not refund any paid or prepaid fees covering the remainder of the term. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term. In no event shall any termination relieve You of the obligation to pay fees payable for the period prior to the effective date of termination.

10.4 Return and Deletion of Your Data

The procedures for return and deletion of Your Data, including personal data, upon termination or expiration of this Agreement are governed by **Clause 11 and Appendix C.4 of the CAPTIVATE Data Processing Agreement**.

In summary: You may request a return of Your personal data in a structured, commonly used and machine-readable format (e.g. CSV or JSON) via a secure transfer method agreed upon by the parties, by submitting a written request to compliance@captivateint.com no later than 30 calendar days before the intended account closure date. Following account closure, all personal data is automatically deleted from production systems. Personal data in backups is purged within 90 calendar days. Upon request, Captivate will provide written confirmation of deletion.

Non-personal data (event configurations, platform settings, analytics) will be deleted upon account closure. You are responsible for exporting any data You wish to retain prior to account closure.

Captivate may retain data to the extent required by applicable law (e.g. bookkeeping and audit obligations), in which case the data retained and the legal basis for retention will be disclosed to You.

10.5 Surviving Provisions

Sections 4 (Fees and Payment), 5 (Proprietary Rights and Data Privacy), 6 (Confidentiality), 7 (Warranties and Disclaimers), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.3 (Refund or Payment), 10.4 (Return and Deletion of Data), 11 (Notices, Governing Law and Jurisdiction), and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

11. Notices, Governing Law and Jurisdiction

11.1 Manner of Giving Notice

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be made via the Service or to support@nexahub.io and shall be deemed to have been given upon: (a) immediately if given via the Service and a confirmation has been received; or (b) the second business day after sending by email (provided email shall require confirmation for notices of termination or an indemnifiable claim).

Billing-related notices to You will be addressed to the registered Platform Owner(s) designated by You. All other notices to You shall be sent to the address set forth on the Order Form or via the Services.

11.2 Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Denmark. The parties irrevocably agree that the courts of Copenhagen, Denmark shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

12. General Provisions

12.1 Export Compliance

The Services may be subject to export laws and regulations. We reserve the right to minimize or revoke any access to the Service from embargoed countries or countries that, from Our perspective, should be unable to access the Service or are in violation of any law or regulation.

12.2 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

12.3 No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

12.4 Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision permitted by law, and the remaining provisions shall remain in effect.

12.6 Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety in connection with a merger, acquisition or sale of all or substantially all of its assets, without consent of the other party.

12.7 Marketing

You grant to Us the right to use Your logos, symbols, or brand names on Our website and in marketing materials as a reference customer. You may withdraw this consent at any time by written notice to compliance@captivateint.com.

12.8 Entire Agreement and Document Hierarchy

This Agreement, together with the SLA, the DPA, all Order Forms, and any exhibits or addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted.

In the event of any conflict between the provisions of this Agreement and the SLA, DPA, or an Order Form, the following order of precedence shall apply: (1) the DPA (in relation to personal data processing); (2) the SLA (in relation to service levels and availability); (3) the Order Form; (4) this Agreement.

13. Changelog

Version	Date	Change
1.0	January 2024	Initial release
2.0	20 March 2026	Wording and references to SLA, DPA and Privacy Policy updated. No changes to the intend, content or limitations and rights.