SUBSCRIPTION TERMS AND CONDITIONS EXPIVI PLATFORM

These Subscription Terms and Conditions (capitalized terms have the meaning as set out in **Article 1** hereinafter) form an integral part of the Subscription between Customer and Expivi for the provision of the Platform and Additional Services. There shall be no force or effect to any different terms of any related purchase order or similar form.

Please visit Expivi's website here to download and print a copy of these Subscription Terms and Conditions. Please click here for our Privacy Statement.

This document was last updated on February 27th 2024.

Article 1.   Definitions and interpretation and applicability
1.1   Definitions and interpretation. For the purpose of these Subscription Terms and Conditions and unless elsewhere defined, capitalized terms shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:
Additional Services the services as set out on the Final Proposal that Expivi provides in addition to the provision of the Platform and the SLA Services, for example: Migration Services.
Additional Services Fees the applicable fees to be paid by Customer to Expivi which covers the performance of Additional Services.
Acceptable Use Policy the policy under which it is deemed to be acceptable to use the Platform, as attached hereto as **Schedule I**.
Account the personal account(s) associated with Customer, which enables Users to access and use the Platform. Customer gains access to at least 1 (one) administrator Account to control the details of the Subscription, the use of the Platform, to assign and manage Users, etc.
Article an article of these Subscription Terms and Conditions.
Basic Support the support made available to Customer by providing access to specific online user guides, knowledge bases, and self-help tools regarding the use of the Platform.
Confidential Information all information in Accounts, Content, the Software and the Documentation, and any information that is clearly identified in writing at the time of disclosure as confidential or that should be reasonably understood to be confidential by the receiving Party given the nature of the information and the circumstances of its disclosure.
Content all data of Customer in the Platform, including existing data which Expivi has Migrated for Customer, and other data inputted by Users or by Expivi on behalf of Customer (e.g. registration information, information concerning Users, clients of Customer, business-, marketing- and financial- information, images, animations, configurations, videos, 3D models and any similar data).
Customer the person or legal entity as set out on the Final Proposal that purchased the Subscription and/or its Users, whichever is applicable in a specific situation.
Documentation all documentation related to the Platform, including but not limited to printed materials, online files, electronic documentation (including all information in Accounts), other media, user guides and/or other similar materials and images made available to Customer by Expivi from time to time.
Effective Date the effective date of the Subscription as set forth on the Final Proposal.
Existing Data any existing data of Customer that Customer wants Expivi to Migrate into the Platform on behalf of Customer.
Final Proposal any proposal signed by both Parties for, among other things, the purchase of the Subscription, submitted by Customer either during an online order process (via an Expivi website or affiliated website, or via e-mail or pdf), or separately signed by Customer and submitted to Expivi, and any future purchase order or Final Proposal that makes reference to the Subscription.
Force Majeure any event or condition beyond the reasonable control of either Party which prevents, in whole or in material part, the performance by 1 (one) of the Parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of force majeure: acts of governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy or other supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion, or any refusal or failure of any governmental authority to grant any export licence legally required.
Intellectual Property Rights all copyrights, neighbouring rights, database rights, patent rights, trademark rights, trade name rights, design rights, portrait rights, trade secret rights, rights in domain names, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, related dependent or ancillary rights and priority or goodwill rights and all similar or equivalent rights or forms of protection in any part of the world.
Migration Services the data migration services (if any) to migrate Existing Data from Customer's existing ICT environment into the Platform as further described in **Article 3**. "Migration" and to "Migrate" have corresponding meanings.
Parties Customer and Expivi together.
Party Customer or Expivi individually.
Platform the Expivi platform, being an online software as a service solution that is developed, operated and maintained by Expivi (and its third-party service providers) pursuant to the Subscription and which contains the Software. The Platform is accessible through Expivi's current and future application(s), or website(s) and underlying pages that provides Users with access to the Software.
Platform Subscription Plan the specific quantities in relation to the Platform Customer is entitled to use during the term of the Subscription (e.g. max. Sessions, max. products, max. attributes per product, max. views, etc.), as set out on the Final Proposal or otherwise agreed in writing between the Parties.
Processor Agreement the processor agreement that is applicable to the processing of personal data in relation to the Subscription and the SLA, attached thereto as **Schedule II**.
SLA the service level agreement for the provision of the SLA Services that is concluded between Customer and Expivi (if applicable).
SLA Services all services Expivi provides to Customer under the SLA.
Software source code, object code or underlying structure, ideas, know-how and algorithms relevant to the Platform.
Subscription the subscription agreement for the use of the Platform concluded between Customer and Expivi, which includes and incorporates the Final Proposal, as well as these Subscription Terms and Conditions, including all appendices, subsequent amendment thereof and/or addenda thereto.
Subscription Fees the consideration to be paid by Customer to Expivi which covers the provision of the Platform (including Additional Services Fees, if applicable) by Expivi to Customer for the use of the Platform, as described on the Final Proposal or otherwise agreed in writing between the Parties, in accordance with the terms thereof.
Subscription Terms and Conditions the underlying Subscription Terms and Conditions for the provision of the Platform (including Migration Services, if applicable) by Expivi to Customer.
Third Party Software any software, including software code and/or components of such software that an Expivi partner may bundle with the Platform and which is not developed or owned by Expivi.
User any of Customer's employees or any other party authorized by Customer's administrator Account to access and use the Platform on behalf of Customer, in each case subject to such person's agreement to be bound by the terms of the Subscription.
1.2   Headings. The headings of these Subscription Terms and Conditions are for ease of reference only and are not intended to qualify the meaning of any article or section thereof.
1.3   Genders. References to words denoting any gender shall include all genders.
1.4   Successors. References to the Parties include their respective successors in title and permitted assigns.
1.5   Written. In these Subscription Terms and Conditions the term 'in writing' includes by post, e-mail, clicking a "submit" or similar button or any other electronic communication device customary in the market.
1.6   Interpretation. Terms and expressions of law and of legal concepts as used in these Subscription Terms and Conditions have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.
1.7   Priority. In the event of any inconsistencies in the terms and conditions as set out on the Final Proposal and these Subscription Terms and Conditions, the terms and conditions as set out on the Final Proposal shall prevail.

Article 2.   Right of use and limitations

2.1   <u>Right of use</u>. Subject to the terms of the Subscription, Expivi will use commercially reasonable efforts to provide to Customer the Platform in accordance with the Subscription (and if applicable, the SLA). Therefore, Expivi grants Customer during the term of the Subscription the non-transferable (except as permitted below or provided for on the Final Proposal), non-exclusive right to permit Users to access and use the Platform (and any Documentation provided to Customer) to allow them to perform, create and/or display Content and other related functions that the Software entails.

2.2   <u>Limitations</u>. The right as set out in **Article 2.1** is granted to Customer provided that (i) unless otherwise agreed between the Parties in writing, Customer's use of the Platform does not include use by third parties other than Users; and (ii) Customer may not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource otherwise commercially exploit or make the Platform or the Documentation available to any third party, except as expressly agreed in writing between the Parties.

2.3   <u>Reverse engineering</u>. Customer may not reverse engineer, decompile, modify, disassemble or otherwise attempt to discover or make derivative works of the source code, underlying ideas, underlying user interface techniques or algorithms of the Software or the Platform by any means whatsoever, directly or indirectly, or disclose any of the foregoing. Any information supplied by or obtained by Customer may not be disclosed to any third party or used to create any software as a service or software which is substantially similar to the expression of the Platform.

2.4   <u>Compliance with capacity of use restrictions</u>. Customer's use of the Platform (including but not limited to the number of Users and the level of Platform Subscription Plan) shall conform with the restriction applicable to the specific level of Platform Subscription Plan, as set forth on the Final Proposal. Expivi may monitor Customer's compliance with these limits and, if Expivi detects overuse, require Customer to pay the applicable fees as set out on the Platform and/or allows an upgrade of the level of the Platform Subscription Plan. Customer can upgrade to a higher level of the Platform Subscription Plan monthly. Downward adjustment of the Platform Subscription Plan is only possible simultaneously upon a new Subscription Renewal Term.

2.5   <u>Compliance with Acceptable Use Policy</u>. Customer must comply and ensure and warrants to Expivi that all Users shall comply with the Acceptable Use Policy.

2.6   <u>Excessive use</u>. Customer's use of the Platform must not cause undue strain or stress on the Platform and/or the Expivi network through excessive API calls or other non-standard and/or excessive use.

2.7   <u>Additional restrictions</u>. Customer and is Users are expressly prohibited from using the Platform and the Software for any purpose outside of the intended design and implementation of Customer's authorized use of the Platform. Any replication or use of any aspect of the Platform, any of the Software, the Documentation or other Expivi application or services for any purpose designed or intended to compete with Expivi's solutions is strictly prohibited.

2.8   <u>Ownership of Content and license to use</u>. As between Customer and Expivi, Content and any similar data provided to Expivi outside of the uploading process (either in hard copy or electronic format), is and shall remain Customer's property (including any Intellectual Property Rights associated thereto). To enable Expivi to provide Customer with the Platform, and subject to the provisions of the Subscription, Customer hereby grants to Expivi a non-exclusive right to use, copy, distribute and display Content solely in connection with Expivi's operation of the Platform on Customer's behalf. Customer, not Expivi, shall have sole responsibility for the accuracy, integrity, and reliability of Content, and Expivi will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Content. Expivi will protect any of Content provided to Expivi as confidential in accordance with **Article 9** and **Article 11**.

2.9   <u>Obligation to cooperate</u>. Parties acknowledge that the functioning of the Platform depends on proper and timely cooperation between them. Customer will always provide any cooperation reasonably required by Expivi in a timely manner.

2.10   <u>Compliance with laws</u>. Transmission or storage of any Content in violation of any Dutch or local laws is strictly prohibited. Expivi reserves the right but not the obligation to monitor and edit all Content provided by Users.

Article 3.   Additional Services

3.1   <u>Applicability</u>. The provisions of this **Article 3** apply where the Final Proposal or any other written agreement between the Parties includes Additional Services to be performed.

3.2   <u>Reasonable standards</u>. The Additional Services shall be in accordance with the specifications as set out on the Final Proposal or any other written agreement between the Parties. Furthermore, the Additional Services will be performed in accordance with the standards of skill and care reasonably expected from a service provider in the industry.

3.3   <u>Existing Data in relation to Migration Services</u>. There may be technical or practical limitations that affect or prevent Migration of Existing Data or make it uneconomic or otherwise unworkable. Accordingly, Customer accepts that the Additional Services Fees regarding Migration Services (as set out on the Final Proposal) and any timetable for Migration are subject to an assessment by Expivi of Customer's Existing Data after the Subscription comes into force.

3.4   <u>Assessment in relation to Migration Services</u>. Customer will provide Expivi with its Existing Data promptly after the Effective Date and Expivi will carry out an assessment, produce a Migration plan if Expivi considers one is required, and informs Customer of any change to the Additional Services Fees in relation to Migration and timetable as a result of the assessment.

3.5   <u>Cancellation of Migration Services</u>. If Customer does not wish to proceed with the revised Additional Services Fees in relation to Migration and/or timetable, or if Expivi decides it can no longer offer to Migrate Customer's Existing Data, Expivi will cancel the Migration Services by written notice to Customer, without charge. Expivi will then continue to provide Customer with the Platform.

Article 4.   Subscription Fees and payment terms

4.1   <u>Applicable Subscription Fees</u>. Customer will pay Expivi the then applicable Subscription Fees and Additional Services Fees. The amount of the Subscription Fees depends on the Platform Subscription Plan. The current rates are set out on the Platform.

4.2   <u>Additional charges</u>. If Customer's use of the Platform exceeds the applicable Platform Subscription Plan or otherwise requires the payment of additional Subscription Fees (per the terms of the Subscription and/or the then current Subscription Fees as set out on the Platform), Customer shall be billed for such usage and Customer agrees to pay the additional Subscription Fees in the manner provided therein.

4.3   <u>Change of Subscription Fees and Additional Services Fees</u>. Expivi has the right to apply indexation per calendar year, without written notice. Expivi is allowed to set the indexation based on the published standard in the Netherlands with an additional percentage of 4 (four) percent. Expivi reserves the right to change the Subscription Fees, Additional Services Fees or applicable charges and to institute new charges, Subscription Fees and Additional Services Fees at the end of the Subscription Initial Term or then current Subscription Renewal Term, upon 30 (thirty) days prior written notice to Customer.

4.1   <u>Finance charge</u>. Unpaid amounts are subject to a finance charge of 1.5% (one-point five percent) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

4.2   <u>Advance payment</u>. The Subscription Fees are payable in advance, irrevocable and non-refundable.

4.3   <u>Direct debit and billing information</u>. Customer agrees to pay the Subscription Fees by direct debit. Customer authorizes Expivi to initiate electronic debit entries to Customer's bank account for the Subscription Fees, as may be amended from time to time. Customer shall provide Expivi with accurate and complete information necessary for Expivi to process the direct debit, including, but not limited to, Customer's bank account number and bank routing number. Customer is responsible for ensuring that the information provided to Expivi for the purpose of direct debit is up to date and correct. Customer shall promptly notify Expivi of any changes to this information. If a direct debit is returned unpaid, Expivi reserves the right to charge a returned item fee and to collect the Service Fee and the returned item fee.

4.4   <u>Incorrect billings</u>. If Customer believes that Expivi has billed Customer incorrectly, Customer must contact Expivi no later than 60 (sixty) days after the closing date on the 1st (first) billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

4.5   <u>Late payment interest</u>. Expivi may charge Customer interest on the overdue amount at the rate of 6% (six percent) per annum above European Central Bank base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

4.6   <u>Taxes</u>. Customer shall pay all personal property, sales, use, value-added, withholding and similar taxes (other than any taxes on Expivi's net income) arising from the transactions described in the Subscription. To the extent Customer is exempted from sales or other taxes, Customer agrees to provide Expivi, upon request, with the appropriate exemption certificate.

4.7   <u>Exclusive of VAT</u>. All amounts stated in or in relation to the Subscription are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by Customer to Expivi.

4.8   <u>Suspension rights</u>. Expivi reserves the right, in its discretion, to suspend the provision of the Platform or any other

services in the event that any payment is due but unpaid and Customer has been requested but failed cure such payment failure. Customer agrees that Expivi shall not be liable to Customer nor to any third party for any suspension of the provision of the Platform or any other services resulting from Customer's non-payment of Subscription Fee.

Article 5. Third Party Software

5.1 <u>Incorporated Third Party Software</u>. Expivi represents and Customer acknowledges that the Platform may incorporate certain Third Party Software which may be governed by separate Intellectual Property Rights and license provisions, which may be found or identified in the Software, the Platform or the Documentation; those separate provisions are incorporated by reference into the Platform and Customer agrees to the Subscription Terms and Conditions of such license. Customer shall not (attempt to) modify or combine the Software, the Platform and/or any Third-Party Software in any manner that could cause the Software or the Platform to become subject to the terms of any license that applies to Third Party Software. Maintenance and support of Third-Party Software is provided by the licensor of those products.

Article 6. Intellectual Property Rights

6.1 <u>Intellectual Property Rights Expivi</u>. Expivi shall retain all right, title and interest (including all Intellectual Property Rights) in and to the Platform and Documentation (including application development, business and technical methodologies, and implementation and business processes, used by Expivi to develop or provide the use of the Platform or Documentation), and any and all updates, upgrades, enhancements, customizations, revisions, modifications, future releases and any other changes relating to any of the foregoing. Except for the limited access and use rights granted pursuant to the Subscription, Customer does not acquire any interest in the Platform or the Documentation. Customer agrees that any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any Users relating to the Platform or the Documentation may be used by Expivi without restriction or obligation to Customer or any Users.

6.2 <u>Intellectual Property Rights Customer</u>. Customer shall retain any and all of its Intellectual Property Rights to any Content and Customer is responsible for protecting those rights. Expivi takes no responsibility and assumes no liability for Content Customer or its Users posted through the Platform. However, by posting Content using the Platform Customer grant's Expivi the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Platform.

Article 7. Maintenance, updates and upgrades

7.1 <u>Applicability</u>. The provisions of this **Article 7** apply in the event the Parties did not enter into a SLA with regard to the Platform.

7.2 <u>Maintenance</u>. Expivi and/or its hosting or telecommunications vendor(s) may perform maintenance within the maintenance windows as set out on the Platform. Expivi shall, where practicable, give Customer at least 5 (five) days' prior written notice of scheduled maintenance that is likely to affect the Platform or is likely to have a material negative impact upon the Platform.

7.3 <u>Updates and/or upgrades</u>. Expivi will only install software updates and/or upgrades of the Platform which are generally made available to its other customers of the Platform through the related Platform, including patches and/or fixes, as they are made available at no charge during the term of the Subscription. In the event of an upgrade and/or an update, Expivi shall, where practicable, give Customer at least 5 (five) days' prior written notice of the application of such upgrade and/or update.

7.4 <u>Reasonable standards</u>. Expivi shall provide the services as set out in this **Article 7** in accordance with the standards of skill and care reasonably expected from a service provider in the industry. However, Expivi does not warrant that these services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from the use thereof.

Article 8. Support

8.1 <u>Support</u>. Expivi offers multiple optional service levels for the Platform, which Customer may elect to purchase in addition to the Platform and for which Customer will enter into a separate SLA with Expivi. If Customer has not purchased any such service levels, Customer will only be entitled to Basic Support, against no extra costs.

8.2 <u>Reasonable standards</u>. The Basic Support shall be in accordance with the standards of skill and care reasonably expected from a service provider in the industry.

Article 9. Confidentiality and use of names in marketing

9.1 <u>Confidential Information</u>. Each Party agrees: (a) to receive and maintain in confidence all Confidential Information disclosed to it by (or on behalf of) the other Party; (b) not to use the Confidential Information of the other Party except to the extent necessary to perform its obligations or exercise rights under the Subscription; (c) to limit the internal dissemination of Confidential Information to those employees and contractors of the recipient who have a need to know and an obligation to protect it; and (d) to protect the confidentiality of Confidential Information in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). Expivi will restrict its employees' access to Customer's Confidential Information to only those employees necessary to successfully provide the Platform. Expivi may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services for Expivi in connection with the performance of the Subscription. Confidential Information shall not include information that: (i) is known publicly; (ii) is generally known in the industry before disclosure; (iii) has become known publicly, without fault of the recipient Party, subsequent to disclosure by the disclosing Party; or (iv) the recipient Party becomes aware of from a third party not bound by non-disclosure obligations to the disclosing Party and with the lawful right to disclose such information to the recipient Party. This **Article 9.1** will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The Parties agree to give the other Party prompt notice of the receipt of any subpoena or other similar request for such disclosure.

9.2 <u>Use of names in marketing</u>. Each Party may use the other Party's name and credentials in an appropriate and acceptable manner for its standard marketing promotions, provided that such Party agrees to cease or alter such use at the other Party's request where such use is contrary to such other Party's branding policies, could cause any brand confusion in the market or is otherwise objectionable to such Party. Acceptable and standard marketing promotions include, but are not limited to, client listings, press releases, surveys, interviews, reputable business publications, television, and website presentation and promotion. Separately, Customer may be requested by Expivi to allow Expivi to use 1 (one) or more of Customer's projects for similar promotions as described above. Customer is free to refuse such use.

Article 10. Force Majeure

10.1 <u>Force Majeure</u>. Except for Customer's obligation to pay Expivi, neither Party shall be liable for any failure to perform its obligations under the Subscription if prevented from doing so by an event of Force Majeure.

Article 11. Personal data and security measures

11.1 <u>Privacy laws</u>. The Parties will at all times comply with their legal obligations with respect to the protection of (personal) data.

11.2 <u>Processor Agreement</u>. The terms and conditions of the Processor Agreement are incorporated by reference into the Subscription agreement. Customer authorizes the collection, use and disclosure of information collected by Expivi for the purposes provided in the Processor agreement and in accordance with the Processor Agreement.

11.3 <u>Information security</u>. If the Subscription stipulates that Expivi is obliged to provide a specific form of information security, this security shall meet the specifications in respect of security agreed between the Parties in writing. However, Expivi shall not guarantee that the information security will be effective under all circumstances. If the Subscription does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the Content and the costs associated with the implementation of the security measures are not unreasonable. More information about the security measures taken by Expivi is set out in Processor Agreement.

Article 12. Warranties and disclaimer

12.1 <u>Expivi's warranties</u>. Expivi shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Expivi or by third-party providers, or because of

other causes beyond Expivi's reasonable control, but Expivi shall use reasonable efforts to provide advance notice in writing in accordance with the provisions of **Article 7**.

12.2 <u>Customer's warranties</u>. Customer warrants that Customer's business shall, at all times, comply with, and shall remain solely responsible for compliance with, all applicable laws and regulations, as well as the Acceptable Use Policy, in connection with the use of the Platform by Customer and its Users, and Customer agrees to indemnify and hold Expivi and its subsidiaries, affiliates, officers, directors, shareholders, agents, licensors, licensees, suppliers, , other partners, employees and representatives harmless from and against any claim, demand, loss, or damages, including any third party or government claims, and any related costs and expenses (including reasonable attorneys' fees), arising out of or related to Content, Customer's or its Users use of the Platform, or Customer's violation of the Subscription.

12.3 <u>Limitation of liability</u>. To the extend not prohibited by applicable law, in no event shall Expivi be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to Customer's use or inability to use the Platform however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if Expivi has been advised of the possibility of such damages. Customer may use the Platform at Customer's own discretion and risk, and Customer is solely responsible for any damage to or loss of Customer's computer that directly results from the use of the Platform by Customer or its Users.

12.4 <u>Warranty disclaimers</u>. Except as expressly set for in this **Article 12** or in the SLA (if applicable), the Platform is provided to Customer 'as is'. To the maximum extent permitted by law, Expivi disclaims all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Expivi makes no commitments about the content within the Platform. Expivi further disclaims any warranty that (a) the Platform will meet Customer's requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the Platform will be effective, accurate, or reliable (e.g. the information viewed through the Platform may contain errors or inaccuracies and may not be complete or current. Products may be mispriced, described inaccurately, or unavailable on the Platform); (c) the quality of the Platform will meet Customer's expectations; or that (d) any errors or defects in the Platform will be corrected.

Article 13. Term and termination

13.1 <u>Effective Date and Renewal</u>. The Subscription shall come into force upon the Effective Date and shall continue in effect for a period of 24 (twenty-four) months (the **Subscription Initial Term**), unless earlier terminated as provided in these Subscription Terms and Conditions. Upon expiration of the Subscription Initial Term, the Subscription shall automatically renew with for successive renewal terms of 24 (twenty-four) months each (each a **Subscription Renewal Term**), unless earlier terminated as provided in these Subscription Terms and Conditions or otherwise agreed in writing between the Parties, in accordance with the terms thereof.

13.2 <u>False or fraudulent contact information</u>. Expivi may terminate the Subscription if the billing or contact information provided by Customer is false or fraudulent.

13.3 <u>Termination for breach</u>. Notwithstanding **Article 13.1**, either Party may terminate the Subscription as a result of a material breach of the conditions of the Subscription by the other Party, if (a) such Party provides written notification to the other Party of the material breach; and (b) such material breach is not resolved within 30 (thirty) days of notification, or, in the case of a failure to pay Subscription Fees in a timely manner by Customer, after a 10 (ten) day late payment period.

13.4 <u>Termination for convenience</u>. Subject to **Article 13.5**, both Parties have the right to terminate the Subscription at any time during the Subscription Renewal Term, but latest 45 (forty-five) days before the end of the Subscription Renewal Term. The termination will be effective at the end of the then current Subscription Renewal Term.

13.5 <u>Effect of termination</u>. In the event the Subscription is terminated (i) as a result of false or fraudulent contact information provided by Customer; or (ii) as a result of a material breach of the conditions of the Subscription by Customer prior to the completion of the Subscription Initial Term or any Subscription Renewal Term, Customer shall pay Expivi the remaining balance of Subscription Fees, any Additional Fees (if any) and any additional charges (if any) as set out in **Article 4.2** owed for the entire Subscription Initial Term or, if then in effect, the entire applicable Subscription Renewal Term. Both Parties acknowledge that this payment represents a reasonable estimate of Expivi's damages in the event of an early termination. In the event of termination of the Subscription for any reason, Customer's access and use of the Platform shall cease immediately.

13.6 <u>Platform Subscription Plan not used</u>. Any Platform Subscription Plan not used during the Subscription Initial Term or any Subscription Renewal Term, will expire at the end of the Subscription Initial Term or, if then in effect, the applicable Subscription Renewal Term.

13.8 <u>Survival</u>. All provisions of the Subscription which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Each Party's termination rights are in addition to any suspension rights it may have under the Subscription.

Article 14. Subscription Update

14.1 <u>Subscription Updates</u>. The Subscription may be updated at Expivi's discretion, but only after providing 30 (thirty) days' notice, after which it shall be effective. Such notice will be sufficient if provided to Customer either: (a) as a note on the screen presented immediately after completion of the log-in authentication credentials at the log in screen of the Platform or Customer's Account, or (b) by email with read receipt to the email address provided by Customer. If Customer objects to any such changes, Customer's sole recourse shall be to terminate the Subscription before the updated Subscription Effective Date by providing a written notice of termination to Expivi. Continued use of the Platform following such updated Subscription after such updated Subscription Effective Date, shall indicate Customer's acknowledgement of such update and agreement to be bound by the updated Subscription. When Expivi changes the Subscription, the "updated" date above will be changed to reflect the publication date of the most recent version.

Article 15. General provisions

15.1 <u>Entire agreement</u>. Customer acknowledges that it has read the Subscription, understands its contents and understands that Customer is bound by its Subscription Terms and Conditions. Customer also agrees that the Subscription is the complete and exclusive statement of the agreement between Expivi and Customer which supersedes any proposal or prior agreement, whether oral or written, and any other communications between Expivi and Customer relating to the subject matter of the Subscription.

15.2 <u>Applicable law</u>. The Subscription and all matters arising out of or in connection with the Subscription shall be interpreted, construed and governed exclusively in accordance with the laws of the Netherlands.

15.3 <u>Dispute resolution</u>. In case of any disputes arising out of or relating to the Subscription, Expivi and Customer shall endeavour to settle such disputes amicably. If Expivi and Customer are unable to, the dispute shall be exclusively submitted to the jurisdiction of the competent courts of Oost-Brabant, location 's-Hertogenbosch, the Netherlands, provided always that, in case Expivi is the plaintiff, Expivi may at its sole discretion submit any such dispute to the competent courts in the venue of Customer's registered office or address.

15.4 <u>Non-transferable Subscription</u>. Customer may not assign the Subscription and/or any rights and/or obligations hereunder without the prior written consent of Expivi, which consent may be granted or withheld in Expivi's sole and absolute discretion. Any attempted assignment without consent shall be void.

15.5 <u>Successors</u>. The Subscription will bind and inure to the benefit of both Parties and their respective heirs, personal and legal representatives, affiliates, successors and permitted assigns.

15.6 <u>Material breach</u>. In the event of a breach or threatened breach of the Subscription by either Party, the other shall have all applicable equitable as well as legal remedies.

15.7 <u>Waiver</u>. The failure by either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach of the Subscription will not be deemed a waiver by that Party as to the subsequent enforcement of rights or subsequent actions in the event of future breaches.

15.8 <u>Authorized representative</u>. Both Parties acknowledge to be duly authorized and empowered to enter into and perform the Subscription.

15.9 <u>Invalid provisions</u>. If, for any reason, any provision of the Subscription is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of the Subscription, and the Subscription shall continue in full force

and effect to the fullest extent allowed by law. Both Parties knowingly and expressly consent to the foregoing Subscription Terms and Conditions.

Schedule I : Acceptable Use Policy

Acceptable Use Policy Expivi Platform

This document was last updated on February 8th 2024.

This Acceptable Use Policy sets out the rules governing the use of the Platform and the transmission, storage and processing of Content by any Users, using the Platform.

General age rules.
- User must be at least 18 (eighteen) years of age to use the Platform; and by using such Platform, Customer warrants and represents to Expivi that Users are at least 18 (eighteen) years of age.

General usage rules.
- User must not use the Platform in any way that causes, or may cause, damage to the Software or the Platform or impairment of the availability or accessibility of the Platform.
- User must not use the Platform (i) in any way that is unlawful, illegal, fraudulent or harmful or (ii) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity and User must ensure that all Content complies with the provisions of this Acceptable Use Policy.

Unlawful Content.
- Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- Content, and the use of Content by Expivi in any manner licensed or otherwise authorized by Customer, must not: (i) be libellous or maliciously false; (ii) be obscene or indecent; (iii) infringe any Intellectual Property Right; (iv) infringe any right of confidence, right of privacy or right under data protection legislation; (v) constitute negligent advice or contain any negligent statement; (vi) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity; (vii) be in contempt of any court, or in breach of any court order; (viii) constitute a breach of racial or religious hatred or discrimination legislation; (ix) be blasphemous; (x) constitute a breach of official secrets legislation; or (xi) constitute a breach of any contractual obligation owed to any person or legal entity.
- User must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

Graphic material.
- Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 (twelve) years of age.
- Content must not depict violence in an explicit, graphic or gratuitous manner.
- Content must not be pornographic or sexually explicit.

Factual accuracy.
- Content must not be untrue, false, inaccurate or misleading.
- Statements of fact contained in Content and relating to persons (legal or natural) must be true.

Negligent advice.
- Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and User must not use the Platform to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory Platform unless a User is legally authorized to provide these Platform or advise.
- Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

Etiquette.
- Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- User must not use the Platform to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- User must not use the Platform for the purpose of deliberately upsetting or offending others.

Marketing and spam.
- User must not send any spam to any person using any e-mail address or other contact details made available through the Platform or that User finds using the Platform.
- User must not use the Platform to promote or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar letters, schemes or programs.

Monitoring.
- User acknowledges that Expivi may actively monitor the Content and the use of the Platform.

Hyperlinks.
- User must not link to any material using or by means of the Platform that would, if it were made available through the Platform, breach the provisions of this Acceptable Use Policy.

Harmful software.
- The Content must not contain or consist of, and User must not promote or distribute by means of the Platform, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

Schedule II : Processor Agreement

Processor Agreement

> This Processor Agreement (capitalized words have the meaning as set out in Article 1 below) forms part of the Subscription and, if applicable, the SLA (the **Agreements**) with respect to the use by the customer (the **Controller**) of the services of Expivi B.V. (the **Processor**) under the Agreements.
>
> Controller and Processor hereinafter collectively referred to as **Parties** or individually as **Party**.

WHEREAS:

A.   For the execution of the Agreements, the Processor processes Personal Data on behalf of the Controller;

B.   Within the context of the performance of the Agreements, Expivi B.V. is to be regarded as Processor within the meaning of the GDPR and the customer of Expivi is to be regarded as Controller within the meaning of the GDPR;

C.   In accordance with the GDPR and other any other applicable laws and regulations concerning the Processing of Personal Data, the Parties want to lay down their rights and obligations in respect of the Processing of the Data Subjects' Personal Data in writing in this Processor Agreement.

THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1.   DEFINITIONS AND INTERPRETATION

1.1   The definitions and rules of interpretation in this article 1 apply in this Processor Agreement. If a term written with a capital letter, is not included in this article, the definition set out in article 4 of the GDPR shall apply to such term.

Agreements	the Agreement that the Parties have entered into, as described in the header of this Processor Agreement.
Annex	an annex to this Processor Agreement, which forms an integral part of this Processor Agreement;
Processor Agreement	the present agreement including Annexes and any future amendments, as referred to in article 28(3) GDPR;
DPIA	the data protection impact assessment, as referred to in article 35 of the GDPR;
Effective Date	the date of entering into both Agreements;
Employee	the employees and other persons engaged by the Processor, other than a Sub-processor, whose activities are the responsibility of the Processor and who are engaged by the Processor for the performance of the Agreement;
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
Service	the service(s) to be provided by the Processor to the Controller under the Agreements;
Sub-processor	another processor engaged by the Processor to support the performance of the Agreements;

1.2   In this Processor Agreement, references to legal provisions are references as they read at the Effective Date.

1.3   Except as otherwise defined, in this Processor Agreement, references to a communication in writing shall include e-mail and electronic messages accessible and printable by commonly used software applications.

Article 2.   PURPOSE AND SUBJECT MATTER OF THIS PROCESSING AGREEMENT

2.1   This Processor Agreement forms a supplement to the Agreements and supersedes any prior agreements between the Parties in respect to the Processing of Personal Data under the Agreement. In the event of any conflict between the provisions of this Processor Agreement and the Agreement, the provisions of this Processor Agreement shall prevail.

2.2   The Controller instructs and directs Processor in this Processor Agreement to process Personal Data on behalf of the Controller.

2.3   The instructions of the Controller are further described in this Processor Agreement. The Controller may reasonably provide additional or deviating instructions in writing.

2.4 In Annex A the Parties record all the Processing the Processor carries out on behalf of the Controller. The Processor is only entitled to carry out the Processing as specified in Annex A.

2.5 Processor and the Controller shall comply with the GDPR and any other applicable laws and regulations for the Processing of Personal Data.

Article 3. PROVIDING ASSISTANCE AND COOPERATION

3.1 The Processor shall provide the Controller with all necessary assistance and cooperation in complying with the obligations borne by the Parties on the basis of the GDPR and other any other applicable laws and regulations concerning the Processing of Personal Data. Processor shall, to the extent such assistance relates to the Processing of Personal Data for the purpose of executing the Agreement, assist the Controller in any event with respect to:
1) the security of Personal Data;
2) the performance of checks and audits;
3) the performance of DPIA's;
4) prior consultation with the Supervisory Authority;
5) compliance with requests from the Supervisory Authority or any other public body;
6) compliance with requests from Data Subjects;
7) reporting breaches related to Personal Data.

Article 4. ACCESS TO PERSONAL DATA

4.1 The Processor shall limit access to Personal Data by Employees, Sub-processors, Third Parties and any other Recipients of Personal Data to a necessary minimum.

4.2 The Processor shall provide access only to those Employees for whom such access to Personal Data is necessary for the performance of the Agreement. The categories of Employees are specified in Annex A.

4.3 The Controller hereby grants general written consent to engage Sub-processors. The Sub-processors engaged by the Processor to perform the Agreement are listed in Annex A.

4.4 Controller may withdraw its general written consent to engage Sub-processors if Processor does not or no longer complies with its obligations under this Processor Agreement, the GDPR and/or other applicable laws and regulations regarding the Processing of Personal Data.

4.5 Processor shall impose the obligations contained in this Processor Agreement on the Sub-processors engaged by Processor by means of a written agreement.

4.6 Processor warrants that the persons authorized to Process the Personal Data and other Recipients of Personal Data have committed themselves to observe confidentiality or are bound by an appropriate legal obligation of confidentiality.

4.7 In respect of the Controller, the Processor remains completely responsible and completely liable for compliance by the (legal) persons engaged by the Processor, including but not limited to Employees and/or Sub-processors and/or any other Recipients, with the obligations ensuing from the GDPR and/or any other applicable laws or regulations regarding the Processing of Personal Data and the obligations ensuing from the Agreement and this Processor Agreement.

Article 5. SECURITY

5.1 The Processor will take appropriate technical and organizational measures to safeguard a level of security appropriate to the risk, so that the Processing complies with the requirements under the GDPR and other any other applicable laws and regulations concerning the Processing of Personal Data, and the protection of the rights of Data Subjects is safeguarded. To this end, Processor shall implement at least the technical and organizational measures detailed in Annex A. Processor does not guarantee that the security measures will be effective in all circumstances.

Article 6. AUDITS

6.1 Processor will provide all necessary cooperation with audits. The costs of such audit will be borne by Controller (both its own costs and Processor's costs), unless the auditor identifies one or more deficiencies of a non-subordinate nature on the part of Processor that are to the detriment of Controller.

6.2 If during an audit it is determined that Processor does not comply with the provisions of this Processor Agreement and/or the GDPR and/or any other applicable laws and regulations regarding the Processing of Personal Data, Processor shall immediately take all reasonably necessary measures to ensure that Processor still complies. The associated costs shall be borne by Processor.

Article 7. PERSONAL DATA BREACH

7.1 The Processor shall inform the Controller of a Personal Data breach without unreasonable delay and within 72 (seventy-two) hours at the latest. The Processor shall inform the Controller via the contact person and the contact details of the Controller as set out in the Agreements and at least with regard to all information as it appears from the most recent data breaches form of the Supervisory Authority, which can be found on the website of the Supervisory Authority.

7.2 If and in so far as it is not possible for the Processor to simultaneously provide all of the information as set out on the Supervisory Authority's Personal Data breach form, the information may be provided to the Controller step-by-step without unreasonable delay and in accordance with article 7.1 above.

7.3 The Processor has organized adequate policy and adequate procedures to detect, respond to and report Personal Data breaches to Controller at the earliest possible stage. At the Controller's request, the Processor shall provide information about and allow inspection of this policy organized by the Processor and these procedures organized by the Processor.

7.4 The Processor shall maintain a written register of all Personal Data breaches that relate to or are connected with the (performance of the) Subscription, including the facts regarding the Personal Data breach, its consequences and the

corrective measures taken.

Article 8.   TRANSFER OF PERSONAL DATA

8.1 Personal Data may only be transferred to countries outside the European Economic Area or international organizations if there is an adequate level of protection, action is taken in accordance with articles 44 up to and including 49 of the GDPR, and Controller has given specific written consent to do so. This specific written consent is only granted if this is included in Annex A.

8.2 The transfers of Personal Data outside the European Economic Area or to international organizations for the purpose of implementing the Agreement are detailed in Annex A.

Article 9.   CONFIDENTIALITY OF PERSONAL DATA

9.1 All Personal Data are qualified as confidential and must be treated as such.

9.2 The Parties shall keep all Personal Data confidential and shall not disclose them in any way, either internally or externally, except in so far as:

(i)   Disclosure and/or provision of the Personal Data is necessary in the context of the performance of the Agreement or this Processor Agreement;

(ii)   Any mandatory statutory provision of Union of Member State law or a court order of a competent court based thereon, obliges Parties to disclose, provide and/or transfer such Personal Data;

(iii)   Disclosure and/or provision of the Personal Data takes place with prior consent in writing from the other Party.

Article 10.   LIABILITY AND ADMINISTRATIVE PENALTIES

10.1 The provision regarding liability as set out in the Agreements shall apply mutatis mutandis for damages with respect to the Processing of Personal Data. The Processor's liability to Controller, on any grounds whatsoever (which therefore expressly includes **article 10.2** below), as well as any obligation to pay penalties or indemnify, shall therefore be limited in accordance with the limitation of Processor's liability as included in the Agreements.

10.2 If an administrative penalty is imposed on one Party in the context of the Processing of Personal Data under this Processor Agreement, while the other Party has (also) attributably failed, the Parties shall bear the penalty in proportion to their culpability.

10.3 Each Party is obliged to inform the other Party without undue delay of a (possible) liability or the (possible) imposition of a fine by the Supervisory Authority, both in connection with this Processor Agreement. Each Party is under a reasonable obligation to provide the other Party with information and/or support for the purpose of conducting a defense against a (possible) liability or penalty, as referred to in the previous sentence. The Party providing information and/or support shall be entitled to charge the other Party for any reasonable costs in this regard, Parties shall inform each other of such costs in advance to the extent possible.

10.4 The limitations of liability as provided for in this **article 10** shall not apply in the event of intent or willful misconduct on the part of a Party.

10.5 The provisions of this **article 10** shall be without prejudice to the remedies available to the Party addressed under applicable laws or regulations.

Article 11.   TERM AND TERMINATION

11.1 The term of this Processor Agreement is the same as the term of the Agreements (Subscription). This Processor Agreement can not be terminated separately from the Agreements. Upon termination of the Agreements (Subscription), this Processor Agreement terminates by operation of law, and vice versa.

11.2 Obligations under this Processor Agreement that are intended by their nature to continue after termination of this Processor Agreement will continue to apply after termination of this Processor Agreement.

Article 12.   MISCELLANEOUS

12.1 This Processor Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, arrangements, understandings or representations with regard to the subject mater of this Processor Agreement.

12.2 Amendments to this Processor Agreement or addenda thereto shall be legally valid only to the extent that they are set forth in writing in a document signed by all Parties.

12.3 If any provision of this Processor Agreement is or becomes invalid or non-binding, the Parties will remain bound by the remaining provisions. The Parties shall in that case replace the invalid or non-binding provision with a provision that is valid and binding and whose meaning, given the content and purpose of this Processor Agreement, is as similar as possible to the invalid or non-binding provision.

12.4 This Processor Agreement may be executed in a manifold number of (electronic) duplicates and signed by the Parties in separate (electronic) duplicates. Once all duplicates are signed, they will be considered as one and the same document.

Article 13.   APPLICABLE LAW AND DISPUTE RESOLUTION

13.1 This Processor Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands.

13.2 Any disputes arising out or in connection with this Processor Agreement or from any other agreements relating to this Processor Agreement, shall be referred to the competent courts of Oost-Brabant, location 's-Hertogenbosch, the Netherlands.

ANNEX A TO THE PROCESSOR AGREEMENT: Specification of the Processing of Personal Data and security measures

Specification of the Processing of Personal Data

Description of Processing
Processor provides the Expivi Platform, Additional Services and SLA Services in relation to the Expivi Platform. Through the Expivi Platform Processor helps customers to sell complex products by optimally aligning sales and production processes. The Platform contains a 3D configurator that is natively connected with Expivi's CPQ module that ensures an optimal customer experience and a faster and error-free sales and production process.

Purposes of Processing
Performance of the services under the Agreements.

Categories Data Subjects
Personnel Controller and Customers Controller.

Categories of personal data
- Contact information (name, email address, telephone number);
- User account information (username, password, logs into the Platform).

Retention period of the Personal Data
During the duration of the Agreements and longer in line with legal obligations. Backups may be retained for up to two (2) years in line with the provisions of article 12.2 of this Processor Agreement.

Categories of Employees who process the Personal Data
Project team members and employees with a financial/administration duties.

Sub-processors
Controller has given general permission to engage Sub-Processors. Currently Controller does not make use of Sub-processors.

Transfers outside the European Economic Area
At this moment no transfer takes place to third countries or international organizations. However, Controller has given Processor general specific permission for transfers to third countries or international organizations. Controller will be notified in writing if a transfer to third countries or international organizations will take place.