TERMS AND CONDITIONS (V1.3)

These Terms and Conditions (the "**Terms**") govern the usage of Surecomp's services set forth hereunder.

Customer, as this term is defined below, hereby accepts this Agreement either by using the Service(s), or by signing this Agreement and (1) clicking the box indicating acceptance; or (2) executing an order form that is confirmed by Surecomp, and which references this Agreement.

The individual accepting this Agreement on behalf of a company or other legal entity, represents that they have the authority to bind such entity and its affiliates to this Agreement, in which case the term "Customer" used in this agreement shall refer to such entity.

The Agreement is effective as of the first date of Customer accepting this Agreement, as mentioned above (the "**Effective Date**").

CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly is controlled by or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means these Terms, including the DPA, SLA, Documentation, Order Form and any schedule referenced to herein and/or on the Website.

"Customer" means the legal entity which accepts this Agreement.

"Customer Applications" means applications and/or systems used by the Customer together with the Service, which are made available either by the Customer itself and/or to the Customer by a third party, and not by nor under the responsibility of Surecomp

A Customer Application may include for example, ERP systems and customer management systems, which are being used by the Customer including with the Service.

"Customer Data" means data and information submitted by Customer (directly or indirectly) to the Services.

"Documentation" means the description of the applicable Service Plan which includes the features of the Service, which is made available to the Customer and/or published on the Website.

"DPA" means Surecomp's Data Processing Addendum, published at the Website.

"Fees" means the fees which are published on the Website, and which are further set forth in the Order Form, including but not limited to Subscription Fees and Pay As You Use Fees.

"IPR" (Intellectual Property Rights) means patents (including patent applications and all reissues, divisions, continuations, and extensions thereof), trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, database rights or other intellectual property rights and similar or equivalent rights that are in each case protected under the laws of any governmental authority worldwide having jurisdiction, which currently exist or are recognized in the future.

"Marketplace" means Surecomp's marketplace available at https://marketplace.surecomp.com/, where additional applications are offered by Surecomp. The subscription to a Marketplace application is governed by the applicable Marketplace terms and conditions, and not under this Agreement.

"Order" means a duly executed document or online order specifying the Services that is entered into between Customer and Surecomp or any of their Affiliates, including any addenda and supplements thereto, and is accepted by Surecomp in advance. An Order is subject to and is governed by the terms of this Agreement.

"Party" means each of Surecomp and Customer.

"Parties" means collectively, Surecomp and the Customer.

"Pay As You Use Fees" means fees which are charged for specific usage of the Services.

"Personal Data" means data of Users which may be deemed under any applicable law, as personal identifiable information.

"Renewal Term" means additional periods of 12 months each, commencing automatically at of the lapse of the initial term mentioned in the Order and/or the lapse of each subsequent renewed term.

"Service(s)" means the services that are ordered by Customer under an Order. The term "Service(s)" includes the Third-Party Application but excludes the Customer Applications.

"Service Commencement Date" means the date as of which the Service will be rendered, which is set in the Order and if no Order is submitted, then as of the first day the Customer commenced to use the Service.

"Service Plan" means the scope of the Service to which Customer has subscribed to, which is further detailed on the Website, and which is set in the Order.

"Subscription" means the subscription to the Services as set out in this

Agreement and/or an Order.

"Subscription Fees" means the Fees set forth on the Website and the Order.

"SLA" means the Service Level Agreement for the Services as published on the Website.

"Subscription Term" means the (i) initial term specified in the Order and (ii) Renewal Term.

"Surecomp" means Surecomp Business Solutions Ltd., company number 4027496 from Suite 10 Slington House – Ranking Road - Basingstoke - Hampshire - RG24 8PH- UK and any of its Affiliates.

"Taxes" means any form of taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever arising from or relating to this Agreement or the or Services, other than taxes based on the net income of Surecomp.

"Third Party Application(s)" means a Web-based and/or other software application that interoperates with the Services, which may be provided to the Customer as a part of the Service, by a third party which is engaged with Surecomp.

"User" an individual who is authorized by Customer to use a Service, for whom Customer has licensed subscription and to whom Customer has supplied a user identification and password. Users may include, for example, employees, consultants, contractors, and agents of Customer, and third parties with which Customer transacts business.

"Website" means Surecomp's website available at www.rivo.trade, where Customer may subscribe to the Services, review, and access This Agreement, the Documentation, the SLA and the DPA.

2. THE SERVICES

2.1 Subject to the terms of this Agreement, including timely Customer's payment of all applicable Fees, Surecomp grants to Customer a non-exclusive, non-transferable, non-sub-licensable limited right to access and use the Services during the Subscription Term, for Customer's lawful business usage purposes as set herein.

2.2 Customer agrees that the Services are provided and intended for the purpose of providing a platform for transactional communication as set in the Documentation and are not intended to nor do they facilitate any monetary and/or other financial transaction.

2.3 Surecomp will (a) make the Service available to the Customer pursuant to this Agreement, and the applicable Order and/or Documentation (b) provide support for the Services to Customer according to and subject to the SLA. For the free plan, an applicable Order form is not required.

2.4 Customer may not: (i) make a Service available to and/or for the benefit of anyone other than Customer or its Users, unless expressly stated otherwise in an Order; (ii) use the Service for any purpose other than the lawful purposes for which it is intended under this Agreement; (ii) rent, lease, lend, sell, resell, license, sublicense, assign, distribute, make available the Service, or include the Service in a service bureau or outsourcing offering; (iii) bypass or breach any security device or protection used by the Service; (iv) use the Service or any Third Party Application in any unlawful manner, for an unlawful purpose or in any way that infringes the right of any third party, including IPR or to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (v) use a Service or a Third Party Application to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (vi) interfere with or disrupt the integrity or performance of any Service or any data contained therein, (vii) attempt to gain unauthorized access to any Service or its related systems or networks; (viii) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, or use any Service to access or use any of Surecomp's IPR except as permitted under this Agreement; (ix) modify, copy,

or create derivative works based on a Service or any part, feature, function or user interface thereof; (x) frame or mirror any part of any Service, other than framing on Customer's own systems or otherwise for its own internal business purposes; (xi) attempt to infiltrate, hack, modify, reverse engineer, decompile, or disassemble the Service or any part thereof for any purpose, including to either build a competitive product or service, to build a product or service using similar ideas, features, functions or graphics of the Service, to copy any ideas, features, functions or graphics of the Service.

In addition to the above, Customer may not use or facilitate others to use the Services:
  i. for any alleged illegal or fraudulent activity;
 ii. to attempt or to actually violate the rights of others;
iii. to attempt or to actually threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm;
 iv. to attempt or to actually violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device;
  v. to attempt or to actually distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations.

Surecomp may investigate any alleged violation of the above provisions and at Surecomp's sole discretion, remove or disable Customer's access to any Service, content or resource that allegedly violates the above provisions of this Section 2. Customer agrees to cooperate with Surecomp to remedy any alleged violation.
To report any violation of this Section 2, Customer may contact: legal@surecomp.com

2.5 Customer will be responsible for (i) the accuracy, quality and legality of Customer Data, including the means by which Customer acquired and/or

obtained the Customer Data, Customer's use of Customer Data with the Services, and the interoperation of the Customer Applications with the Services, and (ii) the Users' full compliance with this Agreement, and (iii) using the Services only in accordance with this Agreement and the applicable laws and government regulations under any jurisdiction applicable to Customer's operations and/or business, and (iv) using commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Surecomp promptly of any such unauthorized access or use, and (v) comply with terms of service of any Third Party Application , and (vi) in the event Customer registered its Affiliates as per the relevant Service Plan, Customer is permitted to use the Service for the benefit of its Affiliates, Customer shall ensure that its Affiliates comply with all provisions of this Agreement and shall be solely liable for the Affiliates' (and their Users) failure to comply with the terms of this Agreement (a breach of this Agreement by any Affiliates shall be deemed as a breach of Customer). Furthermore, a claim of an Affiliate against Surecomp under this Agreement in connection with the Service and/or the terms of this Agreement may only be raised by Customer on behalf of such Affiliate.

2.6 In the event Customer and/or the Users are using the Services in breach of any of the above, Surecomp may suspend the Services. Surecomp shall use commercially reasonable efforts to provide Customer with an advance notice and an opportunity to remedy such violation prior to any such suspension. If in Surecomp's judgment such usage threatens the integrity, availability, or security of the Services, then Surecomp may suspend the Services without prior notice (provided Customer will be provided with a notice after suspension takes place).

2.7 In the event of a failure of Customer to promptly take the required action in accordance with the above, or in the event in Surecomp's reasonable judgment a continued violation is likely to reoccur, Surecomp may immediately disable the applicable Service and/or the interoperability of the Service.

2.8 Customer's payment obligations will continue in full during the period of disablement.

3. PROPRIETARY RIGHTS

3.1 Subject to the limited rights expressly granted in this Agreement, Surecomp, and its lawful licensors reserve all their right, title and interest in and to the Services, including all of their related IPR. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Customer grants Surecomp and its applicable service providers a worldwide, limited-term license to host, copy, use, transmit, and display to the extent actually necessary for Surecomp to render the Service to the Customer, the Customer Data, as appropriate for Surecomp to provide and ensure proper operation of the Services in accordance with this Agreement.

3.3 In the event Customer is using Customer Applications with the Service, Customer authorizes Surecomp to allow Customer Applications and their providers to access Customer Data and other applicable information about Customer's usage of Customer Applications as appropriate for their operation of that Customer Applications with the Service. Surecomp acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Customer Applications, or such program code, other than as mentioned in this Agreement.

3.4. Customer grants to Surecomp and/or its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction, insight, or other feedback provided by Customer or the Users relating to the Services and/or their usage.

4. THIRD-PARTY APPLICATIONS

4.1 The Services may contain features which are made available by or through Third- Party Applications. Surecomp does not guarantee or warrant the continued availability of such Service features and may cease providing then without entitling Customer to any claim, in cases where for example, the provider of the Third-Party Applications ceased to make the Third-Party Applications available for interoperation with the Service.

4.2 Customer is aware that notwithstanding anything to the contrary herein, service availability commitments and any credits mentioned in the SLA, shall not apply to the Third-Party Application.

4.4.3 Customer is also aware that its use of a Third-party Application may be subject to additional terms and conditions which are published by Surecomp on the Website, and that Customer's obligations and liabilities mentioned in these Terms, shall also apply to Customer's use of the Third Party Application. The provisions of Sections 11.11-11.13 below, apply to this Section.

5. CONFIDENTIALITY & PRIVACY

5.1 "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. Confidential Information of Customer includes Customer Data; Confidential Information of Surecomp includes but not limited to the Services, the terms and conditions of this Agreement and all Order(s) (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Notwithstanding the above, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach

of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

5.2 As between the Parties, each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind but in any case, not less than reasonable care, to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order to any third party (except in case of Surecomp, also to its Affiliates), except for its legal counsel and/or accountants, without the other Party's prior written consent. Surecomp may also disclose the terms of this Agreement and any applicable Order to a subcontractor or Third-Party Application provider if it is necessary for Surecomp to perform it's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

5.3. A Party may disclose Confidential Information of the other Party, if and to the extent it is compelled by law to do so, provided that the Receiving Party will give the Disclosing Party a prior written notice of the compelled disclosure to the extent legally permitted.

5.4 Surecomp will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to,

measures for preventing access, use, modification or disclosure of Customer Data by Surecomp personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 5.3 (Compelled Disclosure) above, or (c) as Customer expressly permits in writing.

5.5 Customer is aware that for the purpose of rendering the Service, Surecomp and/or its third-party providers (including its cloud providers and Surecomp's sub-processors) may have access to certain Personal Data of the Customer and/or its Users, and that Surecomp and/or its third-party providers will process such data in accordance with and subject to the terms of the DPA. Customer shall be solely responsible for obtaining all consents, authorizations and/or providing any notices as may be required by any applicable law, for and with respect to the collection, storage and/or processing of Personal Data by Surecomp (or its third-party providers and sub-processors) according to Customer's instructions and/or the terms of this Agreement and/or the DPA.

5.6 Customer acknowledges and agrees and will inform the Users, that the Service is intended to be used for Customer's business purposes only and not for private purpose. All relevant data fields made available by the Service are intended and should be used for business related information and operational needs only.

5.7 To the extent any Users may have any claim, demand and/or inquiry regarding the usage and/or process of their data (including personal identifiable data) by Surecomp and/or the Service and/or anyone acting on behalf of Surecomp, such claim, demand and/or inquiry may only be brought against Surecomp by Customer, and Customer shall indemnify and defend Surecomp against any claim, demand and/or inquiry a User may bring or raise directly to Surecomp.

5.8 Surecomp is not responsible for any access to or use of the Customer Data by

a Customer Application, or for the security or privacy practices of any third party provider of a Customer Application.

5.9 Surecomp and/or its third parties lawfully acting on its behalf may (i) compile statistical and other non-personal information related to the performance, operation and use of the Service, and (ii) use data from the Service in aggregated form for security and operations management, for creating statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "**Service Analyses**"). Surecomp may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer's Confidential Information or in a form that could serve to identify Customer, User or any individual, and Service Analyses do not constitute personally identifiable data. Surecomp retains all IPR in the Service Analyses.

6. **WARRANTIES AND REPRESENTATIONS**

6.1 Surecomp and Customer hereby each warrant and represent that it has validly entered into this Agreement and has the legal power to do so.

6.2 Customer warrants and confirms that by using the Service, the communications being sent and/or received through the Service by the Users are deemed as authorized instructions by the Customer.

6.3 Surecomp warrants that during the Subscription Term the Services will perform materially in accordance with the applicable Documentation. Customer's sole and exclusive remedy, in the case of a breach of this warranty by Surecomp, is as further set out in Section 8.3 below.

6.4 Except as expressly provided herein, the Services are provided AS IS, and Surecomp does not make any warranty of any kind, whether expressed, implied, statutory, or otherwise, and Surecomp disclaims all warranties, including any warranty of merchantability, fitness for a particular purpose or non-

infringement, to the maximum extent permitted by the applicable law. Surecomp does not warrant that the Services will be uninterrupted or error free.

7. FEES, INVOICING & PAYMENT

7.1 All payment obligations are non-cancelable, and the Fees paid are non-refundable. Customer is aware that the Fees may update per each Renewal Term, as will be published on the Website from time to time, and that Customer's usage of the Service during a Renewal Term is deemed as Customer's acceptance of such update to the Fees.

7.2 Fees will be invoiced as set out in the Order and are due 30 days from the invoice date.

The Fees are exclusive of, and Customer agrees that it is liable for and will pay, all Taxes, including any value added tax and goods and services tax or any similar Tax imposed on or measured by this Agreement. If Customer is required to withhold or deduct any Taxes from the fees, then Customer agrees to increase the amount payable to Surecomp by the amount of such Taxes so that Surecomp receives the full amount of all fees. If Surecomp has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 7.2, Surecomp will invoice Customer and Customer will pay that amount unless Customer provides Surecomp with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Surecomp is solely responsible for taxes assessable against Surecomp based on Surecomp's income, property, and employees.

7.3 Invoiced amounts not received by Surecomp shall, without limiting Surecomp's other rights and/or remedies, accrue late interest at the rate of 1 % (one percent) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Furthermore, Surecomp may without limiting Surecomp's other rights and/or remedies, condition future subscription renewals and Orders on payment terms shorter than those specified above, may accelerate Customer's unpaid Fees' obligations so

that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full by the Customer (such suspension shall not relieve Customer from its obligation to pay the Fees for the Services during the suspended term).

7.4 Customer shall maintain in the ordinary course of business appropriate records of its use of the Service and in connection with this Agreement throughout the term of this Agreement and for at least 2 years thereafter. Customer agrees that Surecomp may audit such records to determine Customer's compliance with this Agreement. Any such audit shall require reasonable notice and be performed during Customer's normal business hours. If an audit reveals underpayments of fees due pursuant to this Agreement, then without derogating from Surecomp's right to terminate this Agreement for a material breach as further set herein and without derogating from any rights or claims Surecomp is entitled to under this Agreement and/or the applicable law, Customer shall immediately pay Surecomp such underpayments, together with the costs reasonably incurred by Surecomp in connection with the audit and obtaining compliance with this subsection.

7.5 Surecomp will not exercise its suspension and/or acceleration of payments' rights mentioned in Section 7.3 above, if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute (such dispute may be raised by Customer in writing, no later than 15 days from the invoice date.

7.6 The Fees set in each invoice which will be issued by Surecomp will be adjusted as per the higher of: (i) the increase in the Harmonised Index of Consumer Prices (HICP) of the EU or (ii) 5% per each year of the Subscription Term.

The base HICP Consumer Price Index of the EU which will adjusted as mentioned above, will be the one published by the European Central Bank on the Order

date.

Sums due to Surecomp as per the above-mentioned adjustment, will be made by Customer to Surecomp together with the next payment due to Surecomp from Customer, and if no payment is due to Surecomp then no later than the last day of the Subscription Term.

8. THE TERM

8.1 This Agreement shall commence on the Service Commencement Date and shall continue to remain in effect until all Services to which Customer has subscribed to, have either expired or terminated.

8.2 The initial Subscription Term of each Service shall be further specified in the Order. Upon the lapse of the Service's initial Subscription Term, the Service will be automatically renewed for additional terms which equal each to the Renewal Term, unless terminated by either Party by a prior written notice, sent to the other 30 (thirty) days before the lapse of the initial Subscription Term and/or each of the applicable Renewed Term.

8.3 Either Party may terminate this Agreement and/or any Service if: (i) the other Party is in material breach of the Agreement (including failure to pay Fees) and fails to cure that breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.

8.4 Surecomp may also terminate this Agreement, if it is not lawfully permitted to render the Service and/or remain engaged in this Agreement pursuant to any regulation and/or acts of government, including but not limited to, any rule, order, law, regulation, sanction or direction of government, whether foreign or domestic.

8.5 In any event of termination of this Agreement by either Party, all rights granted hereunder shall immediately expire, and any and all use and/or exploitation by Customer and/or on its behalf of the Service, and any part thereof, shall immediately cease and expire.

8.6 In the event a Service and/or this Agreement was terminated by Surecomp as further set forth in Section 8.3 above, all Fees due for the remaining period of the Subscription Term, shall become immediately due.

8.7. If this Agreement is terminated by Customer in accordance with Section 8.3 above, Surecomp will as Customer's sole remedy, refund Customer any prepaid fees covering the remainder of the Subscription Term the relevant Order after the effective date of termination.

8.8 Provisions contained in this Agreement that are expressed or by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive the termination or expiration, including without limitation Section 3 (Propriety Rights), Section 5 (Confidentiality and Privacy), Section 7 (Fees), Section 9 (Limitation of Liability), Section 10.3 (Customer's Indemnification) and Section 11 (Miscellaneous).

9. LIMITATION OF LIABILITY

9.1 To the extent not prohibited by the applicable law governing this Agreement, and without derogating from Section 10.3 below, in no event will either Party and/or its Affiliates have any liability arising out of and/or in connection with this Agreement, for any indirect, special, incidental, punitive or consequential damages, including but not limited loss of profits, revenues or goodwill, whether under contract, tort or otherwise, even if a Party a Party has been advised of the possibility of such damages, or if a Party's or its Affiliates' remedy otherwise fails its essential purpose.

9.2 To the extent not prohibited by the applicable law governing this Agreement, and without derogating from Section 10.3 below, in no event, whether under contract, tort or otherwise, shall the aggregate liability of each Party and/or its Affiliates, arising out of and/or in connection with this Agreement, exceed the total Fees actually paid by the Customer and/or its Affiliates for the Service giving rise to the liability in the 6 months preceding the first incident giving rise to the liability.

The above shall not limit Customer's and/or its Affiliate's obligations to make the full payments of the Fees as further set out herein.

10. MUTUAL INDEMNIFICATION

10.1 Surecomp will defend Customer against any claim, demand, suit or proceeding made or brought against the Customer by a third party alleging that the Service infringes or misappropriates such third party's IPR (an "IP Claim"), and will indemnify Customer against the final non-appealable judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that Customer: (i) promptly notifies Surecomp in writing of the IP Claim; (ii) fully cooperate with Surecomp in the defense of the IP Claim; and (iii) grants Surecomp the right to exclusively control the defense and settlement of the IP Claim and any subsequent appeals. Surecomp will have no obligation to reimburse Customer for attorney fees and costs incurred prior to Surecomp's receipt of notification of the IP Claim. Customer may, at its own expense, retain its own counsel. With respect to IP Claims, if an IP Claim occurs, or if Surecomp reasonably believes a claim is likely to occur, Surecomp will either procure for Customer the right to continue using the Service or replace or modify the Service with functionality that is at least equivalent. If Surecomp determines that those alternatives are not reasonably available, upon Surecomp's notice, Customer's right to use the affected Service will terminate, Customer will cease using the Service, and Surecomp will return an appropriate pro rata portion of any Fees received by it for the remaining Subscription Term.

10.2 Surecomp's indemnity and defense obligations shall not apply if (1) the IP Claim arises from the use and/or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Surecomp, if the Services or use thereof would not infringe without such combination; (2) the IP Claim arises from Services under an Order Form for which there is no charge; or (3) the IP Claim against Customer arises from a Third-Party

Application or Customer's breach of this Agreement.

The above states Surecomp's sole liability to, and the Customer'sexclusive remedy against an IP Claim.

10.3 Notwithstanding Section 9 above, Customer will indemnify Surecomp against any damage, loss or expense arising out of or in connection with, and will defend and hold Surecomp and its Affiliates harmless from and against any claim, demand, suit or proceeding made or brought against Surecomp by a third party, which is either (x) alleging that: (a) any Customer Data or Customer's use of Customer Data with the Services, (b) a Customer Application provided by Customer, or (c) the combination of a Customer Application provided by Customer and used with the Services, infringes or misappropriates such third party's IPR, or (y) arising from Customer's use of the Services and/or a Third Party Application in an unlawful manner or in violation of the Agreement and/or the Third Party Application terms (the "Claim"), and will indemnify Surecomp from any damages, attorney fees and costs finally awarded against Surecomp as a result of, or for any amounts paid by Surecomp under a settlement approved by Customer in writing of, a Claim provided Surecomp (a) promptly gives Customer written notice of the Claim, (b) gives Customer sole control of the defense and settlement of the Claim (Customer may not settle any Claim unless it unconditionally releases Surecomp of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

11. MISCELLANEOUS

11.1 A Party shall be entitled to make use of the other Party's name, for reasonable marketing purposes until requested otherwise by either Party by providing a written notice as per Section 11.9 below.

Customer agrees to: (i) serve as reference customer for prospective customers, investors, media or analysts of Surecomp and make appropriate representatives available via telephone for such purposes; and (ii) make

appropriate representative available for a customer case study and video testimonial, that may be published and used as Surecomp marketing collateral.

11.2 Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. Any terms and conditions set out in Customer's purchase orders shall have no effect and be null and void.

11.4 In case there is a conflict between this Agreement, the Website and an Order, the Agreement shall prevail, then the Website and then the Order. In case there is a conflict between the DPA and this Agreement, then unless otherwise permitted by the applicable law, this Agreement shall prevail.

11.5 Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, including in connection with any merger, consolidation, reorganization or restructuring, the sale of substantially all Party's assets, without the other Party's prior written consent. Notwithstanding the above, Surecomp shall be entitled to assign this Agreement to any of its Affiliates.

11.6 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. The courts in London, UK, shall have jurisdiction over any dispute in connection with this Agreement.

11.7 The Services may be subject to export laws and regulations of the United States, Canada, EU and other jurisdictions which are applicable to the Customer. Surecomp and Customer each represents that it is not named on any U.S. government and/or Canada or EU denied-party list. Customer will not permit any User to access or use any Service in a U.S., Canada and/or EU embargoed country or region or in violation of any U.S., Canada, EU and/or any other territory's export law or regulation which is applicable to Customer.

11.8 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

11.9 All notices required or permitted to be given shall be in writing to the address as detailed in the Order Form and shall be, as elected by the party giving such notice, either (i) transmitted by postage prepaid mail (airmail if international), or (ii) transmitted by confirmed E-mail transmission, or (iii) by personal delivery. The date of any notice shall be deemed to be, (i) ten (10) days after posting if deposited to prepaid mail, or (ii) the date of transmission by E-mail provided that the sender obtains electronic confirmation of receipt, or (iii) the date of delivery in case of personal delivery, whichever shall first occur.

11.10 No failure or delay by any Party at any time to enforce one or more of the terms, conditions or obligations of this Agreement will (i) constitute waiver of such term, condition, or obligation; (ii) preclude such Party from requiring performance by the other Party at any later time; or (iii) be deemed to be a waiver of any other subsequent term, condition, or obligation, whether of like or different nature.

11.11 Except for the Fees which might be modified by Surecomp as per Section 7.1 above, Surecomp may make changes to the Agreement from time to time. Surecomp will provide at least 30 days' advance notice before the change becomes effective. If Customer does not agree to the revised Agreement, Customer should within 30 days of the notice (a) notify Surecomp in writing of its rejection of the modifications in total, (b) terminate this Agreement by providing a written notice to Surecomp, and (c) stop using the Service.

11.12 By continuing to use the Service after the 30 days' notice period, Customer agrees to be bound by the modified Agreement.

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

11.14 Notwithstanding anything else contained in this Agreement, neither party shall be liable to the other party, for any loss or damage which may be suffered as a direct or indirect result of a party being delayed, prevented or hindered in the performance of any of its obligations under this Agreement by reason of any circumstances beyond its control including (but not limited to) act of war, epidemic, an outbreak of a pandemic disease, quarantine, government act or regulation, riot, strike, lock-out, trade dispute or labor disturbance, accident, break-down of plant or machinery, terrorism, fire or flood.

11.15 Except to the extent required by applicable law, there are no third-party beneficiaries under this Agreement.

11.16 Headings of this Agreement are inserted for convenience and reference only and shall not control or affect the meaning, construction, or interpretation of any of the provisions of this Agreement.

11.17 Each document or notice to be delivered shall be in the English language only.

11.18 Customer agrees to receive promotional materials from Surecomp with respect to Surecomp's various offerings.

Last Updated: 31st March 2023

Corporate Use