ELOVADE

Master Services Agreement

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Master Services Agreement

This Master Services Agreement, together with the Local Addendum applicable to the Affiliate with whom you place your Order, sets out the terms governing your relationship with Elovade and the Services you wish to purchase.

By placing an Order with Elovade you agree that the terms of this Agreement will govern the purchase of the Services ordered. Elovade does not accept any general terms and conditions of business of the Customer. Even if an Order is executed by Elovade without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer, this shall not constitute consent by Elovade to their application.

Please read the documents carefully.

1. Definitions

„Affiliate“ means the legal entity contracting with Customer that is directly or indirectly controlled by Elovade Beteiligungs GmbH at the time the Order is placed;

„Agreement“ means this Master Services Agreement together with the other documents referred to in Clause 3.1;

„Applicable Law“ means all laws, statutes, regulations, directives, codes of practice and regulatory requirements applicable to a Party and the Services purchased under this Agreement including the law which governs this Agreement as prescribed in Clause 25.

„Confidential Information“ means all information in any form or medium including accounts, business plans, business methods, strategies and financial forecasts, correspondence, designs, drawings, manuals, specifications, technical or commercial expertise, software, formulae, processes, methods, knowledge, know-how, trade secrets and other information directly or indirectly disclosed by a Party to the other Party before or after the Effective Date together with any copies, summaries, reproductions or extracts of such information designated by such Party as being confidential or which can reasonably be considered confidential;

„Customer“ means the legal entity that enters into this Agreement when placing an Order for the purchase of Services, or itself being (i) a specialist IT trade company, including a reseller or MSP, that purchases Services for resale or provision to its own end customers, or (ii) another legal person, entrepreneur or special fund under public law;'

„Customer Data“ means all data provided by and on behalf of the Customer in connection with the Services;

„Elovade“ means the Affiliate identified in the relevant Order as the entity contracting with the Customer for the provision of the Services;

„Fees“ means the fees payable by the Customer for the Services set out in the applicable Order.

„Intellectual Property Rights“ means all registered and unregistered intangible legal rights, titles and interests, owned or licensed to Elovade or Third-Party Providers, evidenced by or embodied in or connected to or related to the Services, including without limitation: inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names and corporate names, domain names, works of authorship, copyrights, trade secrets and all other proprietary rights in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, re-examinations, translations, adaptations, derivations and combinations thereof;

„Local Addendum“ means the country-specific addendum to this Master Services Agreement applicable to the Affiliate identified in the relevant Order, which supplements this Master Services Agreement and, in the event of a conflict, prevails over it to the extent of the conflict as set out in Clause 3.2;

„Order“ means an order placed by the Customer for Services pursuant to this Agreement and accepted in accordance with its terms;

„Personal Data“ has the meaning given to it under applicable data protection laws referred to in Clause 9

„Portal“ means the online ordering or customer portal operated by Elovade through which Customers may order, manage, renew or cancel Services.

„Services“ means the services provided to the Customer as described in the applicable Order;

“Territory” means the territory of operation of the Affiliate identified in the relevant Order

2. Scope of Services

2.1 This Agreement shall govern the supply of Services by Elovade to the Customer which include without limitation the following:

a) EL Services

b) Third-party licensed Services

c) Managed Service Provider (MSP) Services

d) Configuration and Professional Services

2.2 Support, response times and service levels (if any) shall be provided i) on a reasonable endeavours basis and ii) subject to any applicable Third-Party Terms pursuant to Clause 4 below. No support, service levels or response times are provided unless expressly stated in the applicable Order.

2.3 Elovade may modify, replace or discontinue Services where required due to: i) changes imposed by Third-Party Providers pursuant to Clause 4, ii) Service lifecycle or end-of-life decisions, iii) security, legal or regulatory requirements or, iv) operational improvements. In the event of the discontinuance of Services Elovade will notify the Customer in a timely manner and shall provide information pertaining to the sourcing of alternative Services.

3. Contractual Documents

3.1 This Agreement consists collectively of the following documents: the Order placed by the Customer, the Local Addendum applicable to the Affiliate identified in the Order (if any), the terms of this Master Services Agreement and the Third-Party Terms pursuant to Clause 4.1.

3.2 In the event of any conflict or inconsistency between any provisions of the documents referred to in Clause 3.1, such inconsistency shall be resolved in accordance with the following order of precedence:

- Master Services Agreement including the Local Addendum
- Third-Party Terms
- Order placed by the Customer

In the event of any conflict or inconsistency between the provisions of the Master Services Agreement and the Local Addendum, the Local Addendum shall prevail.

4. Third-Party Providers

4.1 The Customer acknowledges that the Services described in Clause 2.1 a) – c) are provided by or rely upon, third-party vendors, licensors or service providers („Third-Party Providers“) and that the Services are subject to the terms of use of the respective Third-Party Provider („Third-Party Terms“).

4.2 The Customer further acknowledges that such Third-Party Terms i) form an integral part of the contractual relationship between Elovade and the Customer, ii) shall apply directly between the Customer and the Third-Party Provider and iii) must be accepted by the Customer on or before Order acceptance pursuant to Clause 6.2. For the avoidance of doubt a breach by the Customer of the Third-Party Terms shall constitute a breach of this Agreement.

4.3 The Customer shall carefully review and accept the Third-Party Terms which Elovade shall make available to the Customer on or before Order acceptance pursuant to Clause 6.2. Where the Customer fails to accept the Third-Party Terms Elovade shall be entitled to terminate the Order for cause pursuant to Clause 14.3.

5. Customer Obligations on Resale

5.1 Where the Customer is acting as a reseller or as a managed service provider (MSP), the Customer is authorised to market and distribute the Services identified in this Agreement in the Territory on the terms and conditions of this Agreement. The Customer shall not actively market, sell or otherwise promote the Services outside the Territory and, where applicable, shall impose the same prohibition upon the end customer.

5.2 The Customer shall ensure that end customers i) hold all necessary licences and rights required to use the Services, ii) comply with all applicable Third-Party Terms, iii) maintain appropriate systems, security and connectivity required to access the Services and iv) comply with the terms of this Agreement and all Applicable Laws during use of the Services.

5.3 On resale of the Services to the end customer the Customer shall pass-through the Third-Party Terms and ensure that the end customer reviews and accepts the Third-Party Terms before commencement of use of the Services. Where the Customer is in breach of its obligations under this Clause 5.3 Elovade shall be entitled to terminate this Agreement for cause pursuant to Clause 14.3.

5.4 The Customer shall provide all reasonable cooperation, access, information and approvals required for the provision of the Services. Elovade shall not be liable for any delay, interruption or failure in providing the Services caused by the Customer's failure to provide such cooperation or access.

5.5 The Customer will provide Elovade with complete and constantly updated end customer data on request. Complete end customer data means: full company name with legal form, address, VAT ID, website, contact person.

6. Order of Services, Several Liability

6.1 Elovade shall provide Services to the Customer as specified in any applicable Order placed by the Customer. Such Order shall be governed by and incorporate the terms of this Agreement by reference. Services may be provided directly by Elovade or approved subcontractors or Third-Party Providers. Time for delivery, provision or completion of the Services is not of the essence and in any event is subject to Customer's timely provision of Customer Data and any other assistance referred to in Clause 5.4 above.

6.2 Each Order placed by the Customer shall specify the Services and the Fees for the provision of such Services as well as the term of the Service. Orders are placed either via the Portal or by electronic mail. The Order shall be binding on acceptance which shall be deemed on confirmation of Order by Elovade or the Third-Party Provider or, if earlier, on provision of the Services. For clarity where an automated order confirmation is sent by Elovade after placement of an Order via the Portal this does not constitute Order acceptance for the purpose of this Clause 6.2.

6.3 Where the Parties use electronic means of communication during the Order procedure the Customer waives any obligation of Elovade under the Applicable Law i) to provide the Customer with appropriate technical means to identify, detect and correct input errors before placing the Order, ii) to provide information required by law in good time before placing the Order and iii) to acknowledge receipt of the Customer's Order electronically without undue delay.

6.4 The Customer acknowledges that the Affiliate identified in the relevant Order is solely liable for performance of the Services under this Agreement. Each Affiliate is severally liable for its own acts and omissions under this Agreement. For the avoidance of doubt no Affiliate shall have any liability whatsoever for the acts and omissions, default or obligations of any other entity within the Elovade group, whether arising directly under this Agreement or otherwise. The Customer shall bring any claim, action or proceeding arising under this Agreement solely against the Affiliate whose acts or omissions gave rise to such claim. The Customer shall have no recourse against Elovade Beteiligungs GmbH or any other Affiliate in respect of another entity‘s breach, default or liability.

7. Fees and Payment

7.1 The Customer shall pay the Fees for the Services as set out in the applicable Order.

7.2 Unless otherwise specified in the applicable Order, invoices are payable within fourteen (14) days of the invoice date. All payments will be made in the currency specified in the Order and without deduction, set off or withholding. Accepted payment methods are specified in the applicable Order. Elovade may update payment methods from time to time with prior notice.

7.3 All Fees are exclusive of VAT and any other applicable taxes, duties or levies, which shall be payable by the Customer at the prevailing rate. If the Customer is required by law to make any withholding or deduction from any payment, the Customer shall pay such additional amount as is necessary to ensure that Elovade receives the full amount it would have received had no such withholding or deduction been required.

7.4 If the Customer fails to pay any undisputed amount by the due date, Elovade may without prejudice to its other rights and remedies, i) charge interest at the

prevailing standard statutory rate under the governing law prescribed in Clause 25, and/or ii) recover reasonable costs incurred in collecting overdue amounts.

7.5 Subject to the Applicable Law, Elovade may reasonably increase Fees to reflect increases in underlying costs, including the cost of Third-Party Providers, or changes in the law provided that not less than thirty (30) days prior written notice is given to the Customer. Where the Customer does not accept the increase, the Customer shall have the right to object to the increase by providing written notice to Elovade no later than the scheduled effective date of the increase. Where the Customer fails to exercise its right to object to the increase the increase shall be deemed approved. Where the Customer objects to the increase in time, the existing Fees shall continue to apply and either Party shall be entitled to terminate the Services affected by the increase by giving the other Party not less than thirty (30) days' written notice; no early termination or cancellation charges shall apply to such termination.

7.6 Notwithstanding Clause 22.1, Elovade may amend the terms of this Agreement by giving the Customer not less than six (6) weeks' prior written notice before the proposed effective date of the amendments. The Customer may object to the amendments by written notice to Elovade before the proposed effective date. Where the Customer does not object in time, the amendments shall be deemed accepted. Where the Customer objects in time, the existing terms shall continue to apply and either Party shall be entitled to terminate the Services affected by the amendments by written notice, in the case of the Customer with effect no later than the proposed effective date and in the case of Elovade by giving not less than thirty (30) days' written notice; no early termination or cancellation charges shall apply to such termination. Elovade shall expressly inform the Customer in its notice of the right to object, the right to terminate and the consequences of failing to object. Amendments to the Fees shall be governed exclusively by Clause 7.5.

7.7 Except as expressly stated in this Agreement or required by the Applicable Law Fees are non-refundable and termination or cancellation of a Service does not entitle the Customer to a refund of Fees paid in advance.

7.8 Where Services are replaced, upgraded, reconnected or otherwise amended, Elovade may invoice for overlapping Services where reasonably necessary to ensure continuity of service during transition.

7.9 If the Customer cancels or postpones an agreed appointment for the performance of Services pursuant to Clause 2.1 d), the Customer shall pay liquidated damages of 50 % of the fees that would have been payable where the cancellation reaches Elovade 7 to 10 days before the agreed date, and 75 % where it reaches Elovade 6 days or less before the agreed date. 'Where the appointment is not cancelled at all, 100 % of the fees is charged. The Customer may prove that Elovade has suffered no loss or a substantially lower loss.

7.10 Unless otherwise agreed in the applicable Order, Elovade invoices the Fees in the local currency of the country of operation of the Affiliate with whom the Customer places the Order. Where another currency is agreed, payment shall be made effectively in that currency and the Customer bears the exchange rate risk. All bank, transaction and currency conversion charges are borne by the Customer.

7.11 Where an amount in this Agreement is stated in Euros (EUR), in particular in Clause 12.3, it shall be read as the equivalent amount in the local currency referred to in Clause 7.10, converted at the euro reference exchange rate published by the European Central Bank on the relevant date (for Clause 12.3, the date of the event giving rise to the claim).

7.12 Unless otherwise agreed in the applicable Order, prices for physical deliveries are ex works (EXW, Incoterms 2020) and exclude freight, customs duties, import charges, insurance and packaging, which are borne by the Customer.

8. Intellectual Property Rights

8.1 All rights, title and interest, including all Intellectual Property Rights, in the Services shall remain vested in Elovade or the Third-Party Providers as applicable. Nothing in this Agreement transfers ownership of the Services to the Customer.

8.2 Subject to the payment of all Fees in full, the Customer is granted a non-exclusive, worldwide, royalty-free, non-transferable license to use the Services for the Customer's internal business purposes subject always to the terms of this Agreement and any applicable Third-Party Terms.

8.3 Where the Customer is an authorised MSP or reseller, the license set out in Clause 8.2 above shall extend to permit the Customer to i) sub-license the Services to its own end customers in the course of its business as a MSP or reseller and ii) use the Services to the extent necessary to deliver the Services to its end customers, subject always to the terms of this Agreement and any applicable Third-Party Terms.

8.4 Any sub-license granted by the Customer under Clause 8.3 aforesaid shall i) be on terms no less restrictive than those in this Agreement including Third-Party Terms, ii) not permit further sub-licensing without the prior written consent of Elovade or the Third-Party Provider, as applicable, iii) automatically terminate upon termination or non-renewal of this Agreement and iv) not transfer or purport to transfer any ownership of Intellectual Property Rights in the Services. The Customer shall remain fully liable to Elovade for all acts and omissions of its end customers in relation to the Services to the extent arising from Customer's sub-licence.

8.5 All rights, title and interest in Customer Data including any data, documents, modifications or derivative works created by the Customer remain the sole property of the Customer.

8.6 The Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable license to use and reproduce the Trademarks of Third-Party Providers for the purpose of resale of the Services but only in accordance with the usage stipulated in the Third-Party Terms.

8.7 The Customer shall not i) copy, reproduce, modify, transmit, post, upload, publish, translate, adapt, alter or create derivative works based on the Services except as expressly permitted by the Third-Party Terms, ii) merge the Services with other software and services, iii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Services, iv) use the Service to build a similar or competitive service and v) remove, modify, alter, obscure, resize or relocate in any way any proprietary rights, ownership, attribution, branding, confidentiality or other notices or legend from the Services except as expressly provided by the Third-Party Terms.

8.8 The Customer shall not challenge or dispute the Intellectual Property Rights of Elovade or Third-Party Providers in the Services and shall not take any action that could limit, jeopardize or interfere with such rights.

8.9 The Customer shall, at its own expense, promptly execute any documents or take any reasonable actions necessary to assist Elovade to protect and enforce the Intellectual Property Rights which are the subject of this clause 8.

8.10 Upon termination of the Service all licenses granted under this Clause 8 shall cease and the Customer shall cease using the Service immediately, in each case except for licences granted on a perpetual basis under the applicable Third-Party Terms, which shall continue in accordance with those Third-Party Terms; in that case only updates, maintenance and support for the relevant Service shall cease.

9. Data Protection

9.1 Each Party shall comply with the GDPR and all applicable data protection laws.

9.2 Unless otherwise agreed in writing, the Parties acknowledge and agree that they act as independent data controllers in respect of any Personal Data processed under or in connection with this Agreement. Each Party shall determine the purposes and means of its own processing and is individually responsible for its compliance with all applicable data protection laws. Nothing in this Agreement shall be construed as creating a relationship of joint controllers, or a controller-processor relationship between the Parties, save to the extent required by the applicable data protection laws. If notwithstanding the Parties intentions, a competent supervisory authority or court determines that the Parties are joint controllers in respect of any processing activity, the Parties shall cooperate in good faith to allocate their respective responsibilities in accordance with applicable data protection laws.

9.3 Each Party agrees to implement and maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, or damage in accordance with applicable data protection laws. Personal Data shall not be retained longer than necessary for the purposes for which it was collected or as otherwise required under applicable data protection laws.

9.4 To the extent that Elovade processes Personal Data contained in Customer Data on behalf of the Customer in connection with the provision of the Services, the Parties agree that the Customer acts as controller and Elovade as processor within the meaning of Art. 4 No. 7, 8 GDPR. Subject matter and duration of the processing correspond to the applicable Order and the term of the respective Service; the processing consists of the provision, operation and support of the ordered Services; the purpose of the processing is the performance of this Agreement and the applicable Order; the categories of Personal Data are those contained in Customer Data (in particular contact and contract data); the categories of data subjects are the employees, contacts, customers and end customers of the Customer. Elovade shall process such Personal Data only on documented instructions of the Customer, unless required otherwise by EU or the Applicable Law. The Customer remains responsible for the lawfulness of the collection and transfer of Personal Data to Elovade.

9.5 In its capacity as processor, Elovade shall: i) ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; ii) implement and maintain appropriate technical and organisational measures in accordance with Art. 32 GDPR (taking into account the nature of the processing, available information and the state of the art); iii) engage subprocessors only with the Customer's prior specific or general written authorisation; where a general authorisation is granted hereby, Elovade shall inform the Customer of any intended changes of subprocessors (in particular the Third-Party Providers hosting or supporting the Services), giving the Customer the opportunity to object within a reasonable period; Elovade shall impose the obligations of this Clause 9 on each subprocessor by way of a contract within the meaning of Art. 28 (4) GDPR and remains liable for the performance of the subprocessor's obligations; iv) assist the Customer, insofar as this is possible taking into account the nature of the processing, in fulfilling its obligations to respond to requests for the exercise of data subjects' rights; v) notify the Customer without undue delay after becoming aware of a personal data breach affecting Personal Data processed for the Customer; vi) assist the Customer in ensuring compliance with the obligations relating to data protection impact assessments and prior consultations pursuant to Art. 36 GDPR; vii) make available to the Customer all information necessary to demonstrate compliance with the obligations set out in Art. 28 GDPR and allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer, provided such audits do not unreasonably disrupt Elovade's business; and viii) at the end of the provision of the Services, delete or return all Personal Data processed on behalf

of the Customer and delete existing copies unless Union or Member State law requires storage of the Personal Data.

9.6 Elovade shall not transfer Personal Data processed on behalf of the Customer to a third country or international organisation unless instructed to do so by the Customer or required by EU or the Applicable Law and, in such case, only subject to appropriate safeguards in accordance with Chapter V GDPR (in particular the EU Standard Contractual Clauses).

9.7 Without prejudice to the Parties' respective obligations under the applicable data protection laws, any liability arising out of or in connection with this Clause 9 shall be subject to Clause 12. Nothing in this Agreement shall limit or exclude liability for regulatory fines or penalties where such limitation or exclusion is prohibited by Applicable Laws.

10. Artificial Intelligence (AI), EU Data Act

10.1 The Customer acknowledges that the Services purchased by the Customer under this Agreement may include i) access to Services of Third-Party (AI) Providers and ii) enablement services provided by Elovade to assist the Customer or end-customers to use the Services of Third-Party (AI) Providers to include without limitation training, documentation, technical support and advice on implementation.

10.2 The Customer undertakes to comply and to ensure that its end customers comply with all applicable laws and regulations relating to artificial intelligence, including where applicable, Regulation (EU) 2024/1689 (EU AI Act) and any implementing or supplementary legislation.

10.3 The Customer undertakes to strictly comply with the terms of use of Third-Party (AI) Providers and shall ensure that its end customers do the same. The provisions of Clause 4 shall apply accordingly.

10.4 The Customer and, where applicable, its end customers act as deployers of any Third-Party (AI) Provider Services within the meaning of Art. 3 No. 4 of the EU AI Act and are responsible for the selection, configuration, deployment and results of such AI Services and of any AI agents created during such use. The Customer shall not use, integrate or deploy the Services in connection with any AI practices prohibited by Art. 5 of the EU AI Act or in any manner that would cause Elovade or the Third-Party (AI) Provider to be in breach of applicable AI regulations. The Customer shall impose the same obligations upon end customers.

10.5 The Customer shall promptly provide Elovade with all information reasonably requested to assess compliance with applicable AI regulations and shall notify Elovade without undue delay of any regulatory inquiry, incident, complaint or non-

compliance relating to the Services and applicable AI laws. The Customer shall impose the same obligations upon its end customers.

10.6 The Customer shall ensure that any data generated in the course of use of the Services is used in accordance with the provisions of Regulation (EU) 2023/2854 (EU Data Act) and that the rights of other affected parties, in particular of data holders, are respected during such use. The Customer shall impose the same obligations upon its end customers.

10.7 Where Elovade provides data processing services within the meaning of Art. 2 No. 8 of the EU Data Act, Elovade shall comply with its obligations under Art. 23 et seq. of the EU Data Act, in particular i) not to impose or maintain pre-commercial, commercial, technical, contractual or organisational switching obstacles, ii) to assist the Customer upon termination in switching to another provider or to the Customer's own ICT infrastructure, including the export of Customer Data in a structured, commonly used and machine-readable format, and iii) not to charge any fees for switching after expiry of the transitional period under Art. 29 of the EU Data Act. Elovade shall, where relevant, inform the Customer of the switching process and of available alternative providers.

10.8 The Customer's obligations under this Clause 10 apply to the Services actually purchased under the applicable Order and, in respect of Third-Party (AI) Provider Services, subject to the applicable Third-Party Terms.

11. Warranties

11.1 The Customer warrants and represents that i) it is duly incorporated and validly existing under the laws of its jurisdiction, ii) it has full capacity, authority and all necessary licences, permits and consents to execute and perform its obligations under this Agreement and iii) that it is acting in the course of its business and not as a consumer.

11.2 The Customer further warrants that i) it has the right to provide any Customer Data to Elovade for processing under this Agreement, ii) its use of the Services and the storage of Customer Data shall comply with the Applicable Law and Third-Party Terms at all times, iii) it shall check Customer Data for viruses or other malicious components before use of the Services iv) it shall not use the Services in a manner that infringes the rights of any third party, v) on resale of the Services to the end customer the Customer shall pass-through the Third-Party Terms and ensure that the end customer reviews and accepts the Third-Party Terms before commencement of use of the Services, vi) it will protect and safeguard login-credentials from unauthorized third party access using state-of-the-art measures and vii) it will perform regular and adequate backups of the Customer Data.

11.3 Elovade warrants that the Services provided pursuant to Clause 2.1 d) i) will be provided with reasonable skill and care in accordance with generally accepted

industry standards for services of a similar nature, ii) are in accordance with the Applicable Laws and iii) do not infringe third party intellectual property rights.

11.4 Where Elovade is in breach of its warranty obligation under Clause 11.3 iii) and the Customer is held liable by a third party for an infringement of intellectual property rights, Elovade shall, upon written request from the Customer, indemnify the Customer against such claim provided the Customer promptly notifies Elovade of the assertion of such rights and makes no admission of liability without Elovade's prior consent. In addition, Elovade shall procure the right to continue use or modify or replace the Service so that there is no infringement and Elovade shall ensure that such modification or replacement provides the same or improved functionality to the Services being replaced.

11.5 Elovade further warrants that it is authorised to provide the Services pursuant to Clause 2.1 a) – c) to the Customer and, where applicable, to grant appropriate licences.

11.6 The Customer acknowledges and accepts that the functionality, availability and performance of the Services provided pursuant to Clause 2.1 a) – c) and Customer's rights of recourse in relation to the same are governed exclusively by the Third-Party Terms of the respective Third-Party Provider. Elovade assumes no warranty for the quality or functionality of such Services of Third-Party Providers except where such quality or functionality is impaired by Services provided by Elovade pursuant to Clause 2.1 d).

11.7 The Customer acknowledges that the Services may depend on i) third party infrastructure, platforms or software, ii) internet connectivity and telecommunications services and iii) systems and environments controlled by the Customer. Elovade shall not be responsible for any failure or degradation of the Services caused by such dependencies.

11.8 Elovade does not warrant that the Services will i) be uninterrupted or error free, ii) be free from minor defects or iii) meet requirements not expressly set out in the applicable Order or the Third-Party Terms.

11.9 Except as expressly set out in this Agreement and to the fullest extent permitted by the Applicable Law, all conditions, warranties, representations and other terms implied by statute, or otherwise are excluded.

11.10 To the extent Elovade is responsible for a defect in the Services pursuant to Clause 2.1 d), subject to Clauses 11.6 to 11.8, Elovade may choose whether to remedy the defect by rectification or by replacement. The Customer shall accept at least three (3) rectification attempts per defect and, where reasonable, an equivalent new or previous program version that does not contain the defect.

11.11 Elovade may make subsequent performance dependent on payment of the due Fees.

11.12 Elovade may claim the additional costs of defect analysis and remedy where the software has been modified, used outside the specified environment or operated incorrectly by or on behalf of the Customer, and may claim reimbursement of its reasonable expenses where no defect is found for which Elovade is responsible.

11.13 The Customer shall notify Elovade in writing of any defect in, or other complaint regarding, the Services without undue delay after it discovered or ought reasonably to have discovered the defect. If the Customer fails to do so, it may not rely on the defect, unless Elovade fraudulently concealed the defect.

12. Indemnities, Limitation of Liability

12.1 The Customer shall indemnify, defend and hold harmless Elovade (and its Affiliates, subcontractors and Third-Party Providers, to the extent acting on behalf of Elovade in connection with the Services) against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

a) Elovade's use of the Customer Data in accordance with this Agreement;

b) Customer's breach of Clause 8 (Intellectual Property Rights)

c) Customer's breach of Clause 9 (Data Protection)

d) Customer's breach of Clause 10 (Artificial Intelligence (AI), EU Data Act)

e) Customer's breach of Clause 11 (Warranties)

f) Customer's breach of Clause 13 (Confidentiality) or

g) Customer's use of the Services in breach of the Applicable Law or the Third-Party Terms.

12.2 Where a claim arises under Clause 12.1 Elovade shall notify the Customer promptly in writing and shall not admit liability or settle the claim without the Customer's prior written consent which shall not be unreasonably withheld or delayed. The Customer shall have conduct of the defence and settlement of the claim. Elovade shall provide reasonable cooperation at the Customer's expense. Where the Customer fails to conduct the claim with reasonable diligence, Elovade may assume control of the defence and settlement at the expense of the Customer.

12.3 Subject to Clause 12.4 below each party's total aggregate liability arising out of or in connection with this Agreement whether arising in contract, tort (including

negligence), breach of statutory duty or otherwise shall not exceed the greater of (a) the total Fees paid by the Customer in the twelve (12) months preceding the event giving rise to the claim or (b) 100,000 EUR (one hundred thousand Euros). Furthermore, neither party shall be liable to the other party in contract, tort (including negligence), breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature, including loss of profit, revenue, business or contracts, anticipated savings, goodwill or business interruption.

12.4 Nothing in this Agreement and in Clause 12.3 in particular shall exclude or limit liability for i) death or personal injury, ii) fraud, wilful misconduct or gross negligence, iii) breach of data protection obligations to the extent that such limitation is not permitted, or iv) any other liability which cannot be limited under the Applicable Law.

12.5 Clause 12.3 shall not limit Customer's liability i) under any indemnity given by the Customer in this Agreement, or ii) under any Third-Party Terms or iii) to pay the Fees for the Services delivered by Elovade under this Agreement.

12.6 Clause 12.3 shall not limit Elovade's liability pursuant to Clause 11.4.

12.7 The limitation period for claims in damages based on the supply of defective Services is one year from the date of supply. The limitation period aforesaid shall not apply in relation to claims based on wilful default, gross recklessness, personal injury claims and to claims under product liability laws nor shall the limitation period apply where longer limitation periods are mandatory under the Applicable Law.

13. Confidentiality, Marketing Reference

13.1 During the term of this Agreement and for a period of five (5) years thereafter, each Party (the Receiving Party) shall hold in strict confidence all Confidential Information disclosed by the other Party (the Disclosing Party) and not disclose, directly or indirectly, any such Confidential Information to any third party without the prior written consent of the Disclosing Party. Where a longer period of non-disclosure is prescribed under the Applicable Law such period shall be deemed agreed by the Parties.

13.2 Nothing in this Clause 13 shall prevent the Receiving Party from disclosing Confidential Information i) to any Affiliate, consultant, subcontractor or other representative provided that a) the disclosure is reasonably necessary for the purpose of performing this Agreement and b) the Receiving Party ensures that the recipient is bound by obligations no less strict than those in this Clause 13 , ii) that is or becomes public knowledge other than through breach of this Agreement or

iii) that the Receiving Party is legally or regulatorily required to disclose, including to any governmental or judicial body provided that a) the Receiving Party gives prior notice to the Disclosing Party where legally permissible and b) the Receiving Party complies with any reasonable instructions from the Disclosing Party regarding the disclosure, where permitted by law.

13.3 All Confidential Information disclosed under this Agreement shall remain the property of the Disclosing Party or its Affiliates. Nothing in this Clause 13 shall be construed as granting any rights, title or interest in the Confidential Information to the Receiving Party, except as expressly provided in this Agreement.

13.4 With the Customer's prior written consent (including email), which shall not be unreasonably withheld, Elovade may refer to the Customer by name, to the existence of this Agreement and to the Services in marketing materials, case studies and press releases, including the use of the Customer's logo on Elovade's websites. For that purpose the Customer grants Elovade and its Affiliates a non-exclusive, royalty-free licence to use the Customer's name and logo for the term of this Agreement, in accordance with any reasonable brand guidelines notified by the Customer.

13.5 Elovade shall not identify or quote individual employees or representatives of the Customer in marketing materials without any consent required under the Applicable Law.

14. Term and Termination

14.1 Termination of the Services purchased under this Agreement is subject to the Customer providing written notice in accordance with termination requirements specified for the Service. Termination of one Service does not affect any other Services provided under this Agreement unless expressly stated in the termination notice or where the Services are technically inseparable.

14.2 This Agreement automatically terminates when all Services purchased by the Customer under any applicable Order terminate.

14.3 Either Party may terminate this Agreement or any affected Service immediately by written notice if the other Party:

a) commits a material breach capable of remedy and fails to remedy it within 30 days of written notice;

b) commits a material breach incapable of remedy;

c) becomes insolvent or unable to pay debts as they fall due;

d) enters any form of insolvency, restructuring, administration, liquidation or analogous proceedings under the Applicable Law;

e) has a receiver or administrator appointed over all or a substantial part of its assets;

f) ceases or threatens to cease trading.

Furthermore failure by the Customer to pay any undisputed Fees for i) two consecutive payment periods or ii) three cumulative payment periods within any six-month period shall entitle Elovade to terminate the affected Services with immediate effect. Customer Data shall be retained for a period of 90 days from the termination. Elovade shall delete or return the Customer Data depending upon Customer's instruction.

14.4 In addition, Elovade may terminate any Service immediately upon written notice to the Customer where

a) a continued provision of the Service would breach Applicable Law;

b) a regulatory authority requires cessation of the Service; or

c) third-party licences or infrastructure required for the Services are withdrawn or materially restricted.

In the event of termination pursuant to this Clause 14.4 Elovade shall endeavour to provide advance notice to the Customer.

14.5 Upon termination or expiry of any Service

a) the Customer shall immediately stop using the Service, subject to the exception for perpetual licences in Clause 8.10;

b) all licences granted under this Agreement in respect of the Service shall cease in accordance with Clause 8, subject to the exception for perpetual licences in Clause 8.10;

c) all outstanding Fees and any early termination or cancellation charges shall become immediately due;

d) Elovade may suspend or permanently disable access to the Service.

14.6 Without prejudice to Clauses 14.3 and 14.4, Elovade may suspend or restrict all or part of the affected Services, including access by end customers, where:

a) the Customer fails to pay any undisputed Fees within fourteen (14) days after receipt of a written payment reminder referring to the possibility of suspension;

b) the Customer commits a material breach of this Agreement or of the Third-Party Terms and, where the breach is capable of remedy, fails to remedy it within seven (7) days of written notice;

c) the use of the Services by the Customer or its end customers poses a material risk to the security, integrity or availability of the Services or of the systems of Elovade, a Third-Party Provider or other customers;

d) suspension is required by Applicable Law, a court order or a competent regulatory authority; or

e) a Third-Party Provider suspends or restricts the relevant service or requires Elovade to do so.

14.7 Any suspension shall be limited in scope and duration to what is reasonably necessary. Elovade shall give the Customer not less than five (5) business days' prior written notice stating the reason, unless, in the cases of Clause 14.6 c) to e), immediate suspension is reasonably required or prior notice is prohibited, in which case Elovade shall notify the Customer without undue delay. Elovade shall restore the Services without undue delay once the reason for the suspension has ceased to exist and, in the case of Clause 14.6 a), once all overdue amounts, including interest under Clause 7.4, have been paid in full. During any suspension attributable to the Customer, the Customer shall remain liable to pay the Fees and shall bear the reasonable costs of reinstatement.

15. Compliance

15.1 The Customer shall comply with all EU, US, UN and any other relevant export laws, regulations and directives applicable to the Services within the Customer's possession or control. The Customer accepts sole responsibility for its export, re-export, import or use of the Services. The Services may be subject to export controls, sanctions and similar laws of the EU, the UN, the US and any other applicable jurisdiction ("Trade Restrictions"). Elovade may carry out screening and background checks on the Customer before and during the term of this Agreement, and the Customer shall provide reasonable assistance. The Customer warrants that it is not owned or controlled by a sanctioned party and that it will not supply, re-export or otherwise deal with the Services, directly or indirectly, to any sanctioned party or to any country or territory that is the subject of comprehensive Trade Restrictions or with which Elovade does not conduct business as a matter of policy.

15.2 The Customer shall comply with all applicable anti-bribery laws and regulations in connection with this Agreement to include, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. The Customer shall not engage in any deceptive or unethical practices in relation to this Agreement or that may be detrimental to Elovade.

15.3 The Customer undertakes not to make any agreements with other companies or to agree on concerted practices with other companies aiming to or bringing about a prevention, restriction, or distortion of competition under applicable antitrust regulations.

15.4 The Customer undertakes to ensure that the legal provisions and internationally recognized standards for the protection of the environment and respect for human rights, in particular prohibitions of child and forced labour and discrimination regulations on minimum wages and workers' safety and fundamental rights are complied with throughout the entire supply chain.

15.5 Elovade may audit Customer's books and records at any time to verify Customer's compliance with this Clause 15, and upon notice, terminate this Agreement for cause if Elovade has reason to believe that the Customer has violated its obligations hereunder.

16. Non-Solicitation

16.1 During the term of this Agreement and for a period of twelve (12) months following termination of this Agreement, neither Party shall knowingly solicit or entice away from the other Party any employee, contractor, or consultant who has been materially involved in the performance or management of this Agreement during the twelve (12) month period immediately preceding termination.

16.2 The aforesaid restriction shall not apply to general recruitment advertising not specifically directed at the other Party's personnel or responses to unsolicited approaches by individuals.

16.3 In the event of a breach, the Party in breach shall be liable for the actual loss suffered or where the actual loss is difficult to quantify, a sum not exceeding the gross annual remuneration of the relevant individual at the date of their departure, calculated at the rate applicable immediately prior to termination of their engagement.

17. Assignment and Subcontracting

17.1 Elovade may assign, transfer, novate or otherwise deal with any of its right or obligations under this Agreement to any Affiliate or successor entity.

17.2 Elovade may subcontract or delegate the performance of all or any part of the Services to Third-Party Providers. The Customer acknowledges that the Services may rely on third-party infrastructure or software.

17.3 The Customer may not assign, transfer, novate or otherwise dispose of any of its right or obligations under this Agreement, including by change of control, without the prior written consent of Elovade, such consent not to be unreasonably withheld.

18. Force Majeure

Except for payment and confidentiality obligations or protection of Intellectual Property Rights, neither party is responsible for any delay in performance of this Agreement to the extent due to causes beyond its reasonable control, including without limitation, acts of God, riots, war, acts of terrorism, flood, fire, earthquake, extreme weather, pandemic, epidemic, explosion, government order, sanction, labor dispute, shortage of materials, Internet service provider outage or power shortage.

19. Notices

Any notices pertaining to this Agreement shall be sent, for Elovade, to the email address stated in the applicable Local Addendum and, with regard to the Customer to the email address last provided by the Customer. The Customer shall ensure that the company, contact, billing and email details it provides to Elovade are accurate and complete and shall notify Elovade without undue delay of any change. Notices sent to the email address last provided by the Customer shall be deemed received. Subject to Clause 12.4, Elovade shall not be liable for any non-performance or defective performance of the Services caused by inaccurate or outdated details provided by the Customer.

20. Severability

20.1 If at any time any provision of this Agreement (or part of a provision) is or becomes void or otherwise unenforceable for any reason, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result thereof.

20.2 The Parties shall in such an event negotiate in good faith to agree on the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which, as nearly as possible, gives effect to their contractual intentions as expressed in this Agreement.

21. Entire Agreement and Non-Reliance

21.1 This Agreement constitutes the entire Agreement between the Parties in relation to Orders placed hereunder and supersedes all prior agreements, negotiations, or understandings between the Parties relating to that subject matter.

21.2 Each Party acknowledges that it has not relied on any representation, statement or promise not expressly set out in this Agreement.

21.3 This Agreement, including each Local Addendum, is drawn up in the English language, which shall be the binding language for all Orders placed hereunder. Any translation into another language is provided for convenience only and shall have no legal effect; in the event of any inconsistency between the English version and a translation, the English version shall prevail, unless the applicable Local Addendum expressly provides otherwise. The Customer confirms that it has had the opportunity to review the English version before placing an Order.

22. Written Form

22.1 No amendment of this Agreement shall be valid unless it is in writing and signed by the authorized representatives of each of the Parties. For the avoidance of doubt performance prior to such execution will not constitute a waiver of this requirement.

22.2 Signatures to such an amendment transmitted by facsimile, by email in portable document format or by any other electronic means intended to preserve the original graphic and pictorial appearance of the signed amendment shall, however, have the same effect as a physical delivery of the paper document bearing an original signature.

23. Waiver

None of the terms of this Agreement shall be held to have been waived by any act or knowledge on the part of either Party, except by an instrument in writing signed by a duly authorized officer or representative of such Party. Further, the waiver by either Party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other Party.

24. Independent Contractors

The relationship of the Parties is that of independent contractors dealing at arm's length. Except as otherwise stated in the Agreement, nothing in the Agreement shall constitute the Parties as partners, joint venturers or co-owners, or constitute either Party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

25.Governing Law

Unless otherwise provided in the applicable Local Addendum, this Agreement and all Orders for the purchase of Services entered into hereunder (including any non-contractual disputes and claims) are governed by the laws of the country of operation of the Affiliate, with whom the Customer places the Order for the purchase of Services. For the avoidance of doubt the governing law provision set out in the preceding sentence excludes applicable conflict of laws provisions and the United Nations Convention on Contracts for the International Sales of Goods (where applicable).

26. Jurisdiction

Unless otherwise provided in the applicable Local Addendum, the Parties agree to submit any dispute or claim arising out of or in connection with this Agreement as well as any Order placed hereunder to the exclusive jurisdiction of the courts with jurisdiction in the country of operation of the Affiliate, with whom the Customer places the Order for the purchase of Services. Notwithstanding the aforesaid Elovade retains the right, in its absolute discretion to initiate proceedings in any other jurisdiction in which the Customer is incorporated or in which any asset of the Customer may be situated.