POLPO END USER LICENSE AGREEMENT

1. DEFINITIONS

In this EULA, certain terms are capitalized. These terms, whether used in singular or plural form, are defined as outlined in the overview below.

- "**Agreement**" means these any other terms referenced in this document;
- "**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where "Control" means control of greater than 50 % of the voting rights or equity interests of a Party;
- "**Claim**" means a claim, action, or legal proceeding filed against a Party;
- "**Customer**" means the entity identified in the License Order as "Customer" or otherwise identified in the License Order as the end user; For the avoidance of doubt, if a Customer Affiliate places a License Order under this Agreement, such Affiliate shall be deemed as "Customer" for the purpose of that License Order;
- "**Customer Data**" means any information that is imported by or on behalf of Customer into the Polpo "Polpo Software Product" Platform from its internal data stores or other sources not supplied by Polpo and includes any data of any Client;
- "**Client**" means any client of the Customer or of a Customer Affiliate to which Client Services are delivered by the Customer;
- "**Client Services**" means facilities management, service bureau, outsourcing, general consulting, software product development, installation, implementation, maintenance or any other data processing or related services provided by Customer to a Client pursuant to an Outsourcing Agreement, which services may involve use of the Polpo "Polpo Software Product" Platform by Customer for the processing of such Client's data;
- "**Development Outputs**" means any search lists, search results, artifacts, newsletters, notes or diagrams created by the Customer using Polpo "Polpo Software Product" Platform, and the definition shall be construed to include any Customer Data;
- "**Improvements**" means all versions, updates, corrections, improvements, developments, modifications, enhancements, variations, derivative works, scripts, customizations, adaptations or extensions of feature sets of any of the Polpo "Polpo Software Product" Platform components, created or acquired by Polpo;
- "**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software, and any other intellectual property rights or rights of a similar nature;

- "**License Fee(s)**" means the fees payable by Customer for the Polpo "Polpo Software Product" Platform components, as set in the applicable License Order document or another document signed by the Parties;
- "**License Order**" means the order form or other written document for the Polpo "Polpo Software Product" Platform or related services that is either (a) executed between Polpo and Customer or (b) the document executed between an Polpo Partner and Customer, substantially in the form provided by Polpo;
- "**License Term**" means the duration of the license for Polpo "Polpo Software Product" Platform (or for the provision of Professional Services), as specified in the License Order, or any shorter term as an effect of the termination of the Agreement;
- **"Maintenance" means**:
  (i) preventive improvement and/or repair of the Polpo Software Product Platform, so that the Customer can continue using the Polpo Software Product Platform as much as possible according to the agreement;

  ii. identifying and fixing Incidents in the Polpo Software Product Platform (after a notification from the Customer; and:

  iii. making updates available.
- "**Outsourcing Agreement**" means an agreement between a Client and Customer or Customer Affiliate for the delivery of Client Services;
- **"Party"** means Polpo or the Customer;
- "**Professional Services**" means any consulting, training, implementation, or technical services provided by Polpo, directly or through subcontractors, to a Customer;
- "**Polpo**" means: Polpo B.V., with its headquarters at Herengracht 449A, 1013 BR, Amsterdam, The Netherlands;
- "**Polpo Partner**" means an entity with which Polpo has a valid partner contract in place for promoting or reselling and distributing the Polpo "Polpo Software Product" Platform or for placing and processing orders from end users;
- "**Polpo "Polpo Software Product" Platform**" means the suite of software components licensed to Customer (including Manuals) with all Improvements.
- **Quotation:** a formal statement or document provided by a Polpo that outlines the estimated price for the services to be provided.

2. **QUOTATION**

2.1. **Quotation.** A Quotation or other proposal by Polpo is non-binding and valid for a period of thirty (30) days, unless otherwise specified in the Quotation or proposal or otherwise indicated by the nature of the proposal. Polpo is not obligated to accept an

acceptance made after the expiration of this period. However, if Polpo chooses to do so, the Quotation or proposal will still be considered accepted.

2.2. **Approval of Quotation.** Approval of a Quotation must be confirmed to Polpo in writing.

2.3. **Content Quotation.** Quotations are based on the information provided in writing by the Customer in advance. The Customer is responsible for the accuracy of this information. Polpo is not bound to a Quotation that has been based on false information provided by Customer.

3. LICENSES AND ORDERING PROCESS

3.1. **License**. Polpo grants to the Customer a limited, non-exclusive right to use the components of the Polpo "Polpo Software Product" Platform specified in the License Order during the License Term in accordance with Polpo Licensing Models and Manuals as published by Polpo from time to time. Customer retains all rights, including Intellectual Property Rights, in the Development Outputs created by the Customer with the Polpo "Polpo Software Product" Platform, in accordance with this Agreement.

3.2. **Trademarks.** Customer is not permitted to remove or modify any indications of copyrights, trademarks, trade names, or other intellectual property rights from the Polpo "Polpo Software Product" Platform, including indications of confidentiality and non-disclosure.

3.3. **License Order**. All License Orders or purchase orders will be placed with Polpo.

3.4. **Ordering Process**. All License Orders or purchase orders with Polpo during the term of this Agreement will be deemed to be subject to the provisions of this Agreement, irrespective if a reference to this Agreement is made within the License Order or purchase order or not.

3.5. **License Term**. The License Term commences on the date Polpo delivers the License ("Effective Date") and is valid for the term indicated in the License Order. The expiration date of each License Term, as well as the terms regarding the applicable pricing and quantity, including the selected Licensing Model, will be included on each invoice and License Order.

3.6. **Orders by Customer Affiliates**. Customer Affiliates can place orders separately for the Polpo "Polpo Software Product" Platform by explicitly referencing this Agreement in the License Order. The Customer Affiliates will be deemed to have

Herengracht 449A
1017 BR Amsterdam

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info@polpo.nl

IBAN: NL89RABO0317630385
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KvK : 68335660
BTW: NL857398374B01

accepted the terms herein and any reference to "Customer" shall be deemed as a reference to the Customer Affiliates.

3.7. **Evaluation License**. Polpo can, on request by a customer or Polpo Partner, provide for a fixed period an evaluation license to the Polpo "Polpo Software Product" Platform to customer. The Polpo "Polpo Software Product" Platform may be used for evaluation purposes subject to the terms as stipulated in this agreement. Polpo is entitled to, at any given moment, retract the non-exclusive evaluation right to use the components of the Polpo "Polpo Software Product" Platform.

4. THIRD-PARTY ACCESS

4.1. **Outsourcing**. Customer may allow its Affiliates, and third-party contractors to operate or access the Polpo "Polpo Software Product" Platform solely on Customer's behalf, but only for Customer's direct business purposes. At Polpo's request, Customer will provide a list of the entities having access to the Polpo "Polpo Software Product" Platform in accordance with this provision.

4.2. **Customer Responsibility**. If Customer allows any person or entity to operate, use or access the Polpo "Polpo Software Product" Platform, Customer is responsible for ensuring that such person or entity complies with the terms of this Agreement and will be liable towards Polpo as if the actions of that other person or entity would have been its own.

4.3. **Use for Client Services**. Subject to the content of this EULA, Customer may use the Polpo "Polpo Software Product" Platform in connection with Client Services when an "Advisor" license is obtained. Clients of Customer may have access to the Polpo "Polpo Software Product" Platform to the extent that such access is substantially related to the Client Services. Customer is not allowed to permit, and is responsible of ensuring that, Clients of Customer or their Affiliates will not use or access Polpo "Polpo Software Product" Platform used by the Customer for Client Services under the terms of this Agreement, to operate in a service bureau, managed service provider or commercial hosting services environment, combining or incorporating it with other software (including cloud based) to provide services to third parties unless clearly defined in the obtained license.

4.4. **No Additional Rights**. For clarity, the rights granted under this section "Third-Party Access" do not modify the license permissions or increase the number of licenses granted under this Agreement and are always subject to the number of

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license actually acquired and the licensing models of the Polpo "Polpo Software Product" Platform components, as provided under the Support Terms section.

5. SUPPORT & SLA TERMS

5.1. **Support Services**. Support services are provided and regularly updated for the Polpo "Polpo Software Product" Platform, in accordance with the support terms in article 4 of the agreement. Support Services are included in the License Fee.

5.2. **Standard Support & Release SLA.** The Standard support & Release SLA of Polpo applies to the software. The licensee will gain full access to the helpdesk & support facilities provided by Polpo, and Polpo will do everything in the SLA to make the software optimal and error-free.

5.3. **Uptime.** Polpo will strive to make the Polpo "Polpo Software Product" Platform available 24/7 but is not providing any guarantee above 99% uptime. Maintenance windows are not included in this percentage and will be deemed as expected downtime. Uptime percentage is calculated as follows: Uptime / (Year minus maintenance time). For the sake of an example: (525.600 minutes (365 days x 24 hrs x 60 minutes) minus 3.600 minutes (12 times p/y 5 hours x 60 minutes)) x 99% = 516.780 hours uptime on a yearly basis. No rights can be exercised based on this example.

5.4. **Maintenance**. Polpo is entitled to temporarily disable the Polpo "Polpo Software Product" Platform for maintenance purposes. Polpo will strive to do this outside of office hours (08:00 – 17:00 Amsterdam Time). When Polpo expects a downtime of more than one (1) hour, Polpo will notify customers in advance. In case of an emergency fix, Polpo can forego on the advanced notice.

5.5. **Certified Remote Support & Advice**. Maintenance to the Polpo Software Product Platform includes certified remote support and maintenance advice.

5.6. **Remote Support.** Support is delivered remotely via the Polpo support team, and includes:

- General usage and installation questions;
- Product compatibility and interoperability questions;
- Interpretation of product documentation;
- Review of diagnostic information to help isolate the cause of a problem;
- Basic configuration assistance and samples understanding;
- Polpo will make available to you defect corrections, if any, that it develops;

- There is no limit to the number of technical support incidents that can be reported through remote assistance, however incidents must be relevant to the below list.
- Regarding requesting features and hot fixes, Polpo has the following guidelines:

  Feature = product enhancement request

  - It will go into the Polpo feature backlog
  - It is purely at Company's discretion when, if ever, the feature request will be worked on and released

  Hot fix = critical fix of a defect

  - Polpo will release to all Customers a version with the defect fix. That Polpo Product version will be generally available to the public.

5.7. **Reporting Defects.** Defects can be reported by means of the online function within the Polpo "Polpo Software Product" Platform or by sending an email to info@polpo.nl.

5.8. **No Personal Data**. During the performance of the "Polpo Software Product" Platform, Customer needs to avoid transmission of information to Polpo that is regulated by applicable privacy laws ("Personal Data") (for example, by using "dummy data" when configuring or testing solutions). If such "dummy data" cannot be provided, the Customer shall provide anonymized data. Polpo does not wish to receive Personal Data nor it is required for the performance of the "Polpo Software Product" Platform. Accordingly, Customer must not transmit Personal Data to Polpo, unless the Parties have agreed in writing on terms specifying that Polpo has agreed to receive Personal Data and detailing the security measures in place and agreement for the processing of Personal Data.

6. PAYMENT TERMS

6.1. **Applicability**. This section applies only if Customer orders the Polpo "Polpo Software Product" Platform directly from Polpo. If Customer orders the Polpo "Polpo Software Product" Platform from an Polpo Partner, payment terms are agreed between Customer and the Polpo Partner. If a Customer orders Polpo "Polpo Software Product" Platform from a Polpo Partner under a License Order with Polpo Partner, the terms of this Agreement apply to Customer's use of the Polpo "Polpo Software Product" Platform and will prevail in case of any inconsistency between these terms and the Polpo Partner order for which Polpo Partner is solely responsible.

6.2. **Payment**. Customer must pay the fees specified in the License Order. All fees are non-cancellable and, save as otherwise provided in this Agreement, non-refundable. The fees are invoiced in advance according to the terms specific for the purchased product and due within 30 days from the invoice date unless otherwise specified in the License Order. All invoices will only be delivered electronically to Customer and will be issued by Polpo B.V. Polpo may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any fees that are unpaid as of the date of termination or expiration of this Agreement will be immediately due and payable.

6.3. **Failure to Pay**. If Customer fails to pay any amount due under this Agreement per the payment terms in the License Order, Polpo will send Customer a reminder notice. If Customer fails to pay within 30 days of the date of the reminder notice, Polpo may, in its sole discretion, suspend or terminate the applicable License Order after notifying the Customer in writing.

6.4. **Disputes**. If Customer believes in good faith that Polpo has incorrectly billed Customer, Customer must contact Polpo in writing within 15 days of the invoice date, specifying the error. If Polpo and Customer will not settle the dispute amicably in a term of maximum 30 (thirty) days, then the dispute shall be referred to a court of law in accordance with the Governing Law Venue section. Customer will pay the undisputed portions of the invoice.

6.5. **Taxes**. Prices do not include applicable taxes like, but not limited to, VAT. All payments will be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or because any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority as required by law.

6.6. **Changes**. Polpo is entitled to establish its own License Fees, at its own discretion. Polpo will not change the amount of the fees for already acquired licenses, after the acceptance of a License Order by Polpo. In case of any change of the License Fees, Polpo will send to the Customer a 30 calendar-day prior notice regarding the new fees. For all Customers on a monthly subscription, the new fees will be in effect immediately after the expiry of the 30 calendar-day notice. For all other subscriptions the new License Fees will apply on the expiry of the License Term, unless otherwise agreed in writing by the Parties.

7. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS

7.1. Polpo Obligations. Polpo will defend, at its expense, any third-party Claim against Customer during the License Term to the extent the Claim alleges that the Polpo "Polpo Software Product" Platform infringes the third party's patent, copyright, or trademark, or that Polpo has misappropriated the third party's trade secret ("IP Claim"). Polpo will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Polpo).

7.2. Remedy. In case of any IP Claim, Polpo may: (a) procure for Customer a license to continue using Polpo "Polpo Software Product" Platform under the terms of this Agreement; (b) replace or modify the allegedly infringing components to avoid the infringement; or (c) terminate Customer's license and access to the Polpo "Polpo Software Product" Platform (or its infringing component) and refund the Customer pro rata fees pertaining to the Polpo "Polpo Software Product" Platform components, computed on the basis of the prepaid and unused License Fees, but only if Customer confirms in writing that it destroyed all copies of the Polpo "Polpo Software Product" Platform component (and any related materials) from all computer systems on which it was stored.

7.3. Conditions. Polpo will have no liability for any IP Claim: (A) that arises from any: (i) use of the Polpo "Polpo Software Product" Platform in violation of this Agreement; (ii) modification of the Polpo "Polpo Software Product" Platform by anyone other than Polpo; (iii) failure by Customer to install the latest updated version of the Polpo "Polpo Software Product" Platform, as requested by Polpo to avoid infringement; or (iv) third-party products, services, hardware, software, or other materials, or combination of these with the Polpo "Polpo Software Product" Platform, if the Polpo "Polpo Software Product" Platform would not be infringing without this combination; or (B) if Customer fails to: (i) notify Polpo in writing within 30 days from the date the Customer is notified of the IP Claim; (ii) provide Polpo with reasonable assistance requested by Polpo for the defense of the IP Claim; (iii) provide Polpo with the exclusive right to control or settle the IP Claim; or (iv) refrain from making admissions about the IP Claim without Polpo's prior written consent. The remedies in this Third Party Intellectual Property Claims section are Customer's sole and exclusive remedies and Polpo's sole liability regarding the subject matter giving rise to any IP Claim.

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8. OTHER CLAIMS

8.1. **Customer's Obligations**. Customer will, at its expense, defend or settle any third-party Claim against Polpo to the extent it arises from any Customer Development Outputs, Customer Data, or Customer's breach of Third Party Providers section. Customer will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer)

8.2. **Conditions**. Customer's obligations under this Other Claims section are conditioned upon Polpo (to the extent permitted by applicable law): (i) promptly notifying the Customer of any Claim in writing; (ii) cooperating with the Customer in the defense of the Claim; (iii) granting the Customer sole control of the defense or settlement of the Claim; and (iv) refraining from making any admissions about the Claim. The remedies in this Other Claims section are Polpo's sole and exclusive remedies and Customer's sole liability regarding the subject matter giving rise to any such Claim.

8.3. **Third Party Sources**. For the avoidance of any doubt, under no circumstances Polpo may be liable for any Claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted or imposed against, directly or indirectly, arising from or in connection to any external source not being available temporarily or permanently or in the matter that Polpo is blocked by the provider of the external source.

8.4. **Other Responsibility**. For the avoidance of any doubt, under no circumstances Polpo may be liable for any Claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted or imposed against, directly or indirectly, arising from or in connection to any Customer Development Outputs.

9. LIMITATION OF LIABILITY

9.1. **Damages Exclusion**. The liability of Polpo is limited to direct damages. Direct damages, as referred to in the preceding sentence, shall mean exclusively: (a) the reasonable costs incurred to determine the cause and extent of the direct damage, (b) any reasonable costs incurred to ensure that the faulty performance of Polpo complies with the Agreement, unless these costs cannot be attributed to Polpo, and (c) the reasonable costs incurred to prevent or mitigate the direct damages.

9.2. **Liability Cap**. The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter will not exceed an amount equal to the License Fees paid under this Agreement for the 12 months before the initial Claim. This limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit payment obligations as specified in the Payment Terms section. This limitation will also apply for Polpo benefit when Customer ordered Polpo "Polpo Software Product" Platform from a Polpo Partner, irrespective of the terms agreed between the Customer and Polpo Partner.

10. FORCE MAJEURE

10.1. **Force majeure.** Parties shall not be obligated to fulfill any obligation under the Agreement if such fulfillment is prevented because of force majeure. The Parties shall also not be liable for any damages arising as a consequence of the force majeure.

10.2. **Definition force majeure.** Force majeure shall, in any case, include: power outages, internet outages, failures in telecommunications infrastructure, network attacks (including (d)DoS attacks), attacks by malware or other malicious software, fire, and floods.

10.3. **Termination.** If either Party is unable to fulfill any obligation towards the other Party due to force majeure, the performance of such obligation shall be suspended for the duration of the force majeure situation, with a maximum period of two months. After this two-month period, the Parties shall have the right to terminate the Agreement, in whole or in part.

11. REPRESENTATIONS & WARRANTIES

11.1. **Polpo "Polpo Software Product" Platform Limited Warranty and Remedy**. Polpo warrants that the Polpo "Polpo Software Product" Platform, as delivered to Customer, will substantially conform to the applicable Manuals during the License Term, to the extent that the Polpo "Polpo Software Product" Platform is used in accordance with the Manuals. Customer must notify Polpo of a Claim under this warranty within 30 days of the date on which the condition giving rise to the Claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and Polpo's sole liability under or about this warranty will be a

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replacement of the Polpo "Polpo Software Product" Platform component, or if replacement is not commercially reasonable, a termination of the applicable Polpo "Polpo Software Product" Platform component or services and a refund of pro rata fees pertaining to the Polpo "Polpo Software Product" Platform component or service, computed on the basis of the prepaid and unused License Fees.

11.2. **Implied Warranties**. Except for the express warranties herein, Polpo "Polpo Software Product" Platform is provided on an "as-is" basis. Neither Party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Polpo does not warrant the Polpo "Polpo Software Product" Platform or its components will run uninterrupted or error free. Customer bears the entire risk as to the use of the Polpo "Polpo Software Product" Platform. Each Party disclaims all liability for any harm or damages caused by any third-party hosting providers.

11.3. Polpo warrants that the Software has been developed in a workmanlike manner, and in conformity with generally prevailing industry standards. Customer must report any material deficiencies in the Software to Polpo in writing within ninety (90) days of the Effective Date of this Agreement. Customer's exclusive remedy for the breach of the above warranties will be the correction of the material deficiency within a commercially reasonable time.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IM PLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. POLPO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

12. TERM

12.1. **Duration**. This Agreement applies to the Polpo "Polpo Software Product" Platform from the Effective Date until the expiration of the applicable License Term or the term for Professional Services, unless terminated earlier under this Agreement by either Party with a 30 days' written notice (a calender month for monthly or quarterly subscriptions). For all subscriptions longer than 1 month the agreed

License Term is governing the termination date. It is explicitly not possible to terminate intermediate during the agreed License Term period. If Customer has not signed a renewal at the end of a License Term prior to the expiration of the then current License Term, the License Term will be automatically renewed for successive renewal terms of 1 year each, unless either Party provides written notice of non-renewal to the other Party at least 30 days before such expiration.

12.2. **Material Breach**. If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this Agreement upon written notice.

12.3. **Effect of Termination**. Upon termination or expiration of this Agreement or any License Term the license and associated rights for the Polpo "Polpo Software Product" Platform will immediately terminate. Customer understands that some or all the Polpo "Polpo Software Product" Platform components may cease to operate without prior notice upon expiration or termination of the License Term.

13. PROFESSIONAL SERVICES

11.1 **Professional Services.** Any Professional Services provided by Polpo shall be governed by the EULA from Polpo and will be delivered through a separate quotation process. Professional Services are deemed as customization and any changes will only apply to the Customer.

11.2 Customer may submit suggestions to Polpo for the development of general functionalities for the Polpo "Polpo Software Product" Platform. If Polpo implements a suggestion from the Customer, this does not create any additional obligations for the Parties, nor does it constitute the formation of an Assignment.

14. CHANGES

14.1. **Changes to the Agreement:** After acceptance, the Agreement may only be amended with mutual written consent, except for deviations explicitly specified in this Agreement.

14.2. **Changes to the EULA:** Notwithstanding the above, Polpo reserves the right to amend or supplement the EULA. Polpo will notify the Customer of any changes or additions via email at least thirty (30) days before they take effect.

14.3. **Objection by Customer**. If the Customer does not wish to accept the changes or additions, they may submit a reasoned objection within fourteen (14) days of the notification. Polpo will then reconsider the modification or addition. If Polpo decides to proceed with the changes, the Customer may terminate the Agreement in writing no later than the effective date of the changes.

14.4. **Minor changes.** The procedure described in sections 2 and 3 of this article does not apply to minor changes or changes required due to amendments in laws and regulations. Such changes may be implemented by Polpo without prior notice, and the Customer will not have the option to terminate the Agreement in these cases.

15. GENERAL

15.1. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent, except upon written notice of a change of control. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice.

15.2. **Confidentiality Obligations**. Parties must, and will ensure their Affiliates, employees and/or agents shall, keep the Confidential Information (means and refers to any document and information to which a Party has access during the performance of this Agreement, including but not limited to technical information, business methods, software programs, licensing model, of the other Party) confidential. Neither Party will in any manner, directly or indirectly, use or otherwise employ all or any of the Confidential Information of the other Party for any purpose other than the performance under this Agreement. This confidentiality obligation will survive for 3 years after the termination or expiration of this Agreement. The Customer acknowledges that if it provides any suggestions or feedback to Polpo, it does so voluntarily and without any obligation of confidence on Polpo in relation thereto who will be entitled to use any suggestions or feedback, in any way and for any purpose.

15.3. **Data Use Consent**. Customer agrees that Polpo and its Affiliates may collect and use technical information gathered as part of the software support services provided, if any, related to the Polpo "Polpo Software Product" Platform. Polpo may use this information solely to improve the software or to provide customized

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services or technologies to the Customer and will not disclose this information in a form that personally identifies the Customer.

15.4. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between them with respect to such subject matter. Any amendments to this Agreement may only be made in writing and become effective when signed by both Parties. In case of any discrepancies between the terms of this Agreement and a License Order, the terms of the License Order will prevail. In case of any discrepancies between License Order and Quotation, the terms in the License Order will prevail. In case of any discrepancies between the terms of this Agreement and a Quotation, the terms of this agreement will prevail The Parties agree any termination of this Agreement shall trigger termination of all License Orders placed based on this Agreement, however, termination of a License Order will not trigger termination of this Agreement, unless otherwise agreed by the Parties in writing.

15.5. **No Other Terms**. Any terms or conditions in any purchase order or any other related documentation submitted by or on behalf of Customer to Polpo (or any other entity, such as an Polpo Partner) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and Polpo.

15.6. **Governing Law, Venue**. This Agreement is governed by the laws of the Netherlands, independent of the location of the Customer. For any dispute arising out of or relating to this Agreement (if the Parties do not reach a settlement within 60 days), the Parties consent to personal jurisdiction in, and the exclusive venue of, the courts of Amsterdam. Polpo will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

15.7. **License Compliance**. Polpo may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer's use, installation, or deployment of the Polpo "Polpo Software Product" Platform comply with the terms of this Agreement and Customer agrees to provide all the required assistance and support during such verification.

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15.8. **No Partnership**. Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties and neither Party has authority to bind the other Party.

15.9. **Notices**. Any notice given under this Agreement must be in writing by e-mail, with a suggestive subject, to the addresses listed below (or addresses notified in writing by either Party) and will be effective the earlier of (i) when received by the Party or refused by the Party or (ii) the next business day.

Matter	To Polpo
Privacy	legal@polpo.nl
Invoicing	finance@polpo.nl
All other	administration@Polpo.nl

15.10. **Publicity**. The Customer authorizes Polpo to publicly identify the Customer as a customer and include the Customer's name and logo on the Polpo's website and other promotional and marketing materials.

15.11. **Privacy**. During the performance of this Agreement each Party may collect, store and use personal data related to the other Party's representatives or employees, such as their name, telephone number, e-mail address, job title. This personal data may be collected from the other Party or directly from the representatives or employees and it is necessary to allow the parties to enter into and perform this Agreement. Each Party will be responsible for informing its own representatives or employees of the processing of their personal data as provided in this Agreement. Each Party is responsible for complying with the applicable data protection legal requirements for the purposes of this Agreement. If any of the Parties would at any time act as a data processor on behalf of the other Party during the performance of this Agreement, the Parties shall enter into a data processing agreement in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") or equivalent.

15.12. **Privacy Statement**. Polpo has published its privacy policy online at the following address: https://polpo.nl/privacy-policy/. This Privacy Policy is an integral part of this agreement and can be updated by Polpo. Polpo will notify clients when the Privacy Policy has been updated.

15.13. **Severability**. If any provision of this Agreement is or becomes illegal, invalid or unenforceable for any reason, all other provisions of the Agreement remain in

force and shall produce legal effects. In such a case, Parties shall agree on new provision(s) to replace the original one(s), aiming to reflect the intent of the original provision(s) as closely as legally possible.

15.14. **Third Party Providers**. If Customer uses certain features of the Polpo "Polpo Software Product" Platform in conjunction with third party data, products, services, and platforms, then Customer is responsible for complying with the conditions of this EULA required by such third-party providers, and all such use is at Customer's own risk.

15.15. **Third Party Licenses**. The Polpo "Polpo Software Product" Platform contains or may be used in conjunction with other software, including open source, which are the property of their respective owners and are licensed under their respective licenses specified in the Third-Party Licenses section on the Polpo website, as updated from time to time or communicated to the Customer.

15.16. **Export**. Notwithstanding anything from the above, each Party acknowledges that the Polpo "Polpo Software Product" Platform may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the "Export Control Regulations") regulating the export and reexport of the Polpo "Polpo Software Product" Platform. Each Party represents that it is not named on any Export Control Regulations list of restricted parties. Each Party hereby agrees and undertakes that it shall not knowingly export or reexport the Polpo "Polpo Software Product" Platform (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.

15.17. **Anti-Corruption**. Each Party confirms it has not been offered or received any illegal or improper bribe, kickback, payment, gift, or thing of value from the other Party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. Any violation of the above restriction will be promptly notified to legal@polpo.nl.

15.18. **Waiver**. No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in

this Agreement are cumulative and not exclusive of any rights or remedies (provided by law). Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date ……………

Polpo B.V.

Signature:

Customer: …………………………………….

Signature:

Address: Herengracht 449A, 1013 BR,   Address: …………………………………….
Watergang, The Netherlands

Name: J.H.A.H. van Krevel   Name: …………………………………….

Title: Director   Title: …………………………………….

Date: …………………………………….   Date: …………………………………….