AppXite

Customer Agreement

TABLE OF CONTENT

This AppXite Customer Agreement constitutes a legally binding agreement between SIA "AppXite", registration number: 40003843899, registered address at: Matrožu street 15, Riga, LV-1048, Republic of Latvia, and you ("**Customer**" or "**You**"). Please read the terms and conditions of this Agreement carefully before accepting, or before using AppXite Platform and/or related products, benefits and services or any part thereof, or any other product which AppXite makes available to You.

- If you place an order via www.appxite.com, https://solutions.appxite.com/ click "*Agree*", sign an Order, use or access the Product or Service, or take any other affirmative action indicating your acceptance of the terms of this Agreement, whichever is earlier, you are bound by (i) the terms and conditions of this Agreement and (ii) Vendor Terms (as defined below) associated with the Products that are sold to You or by You hereunder; (iii) AppXite Privacy Policy; (iv) Data Processing Agreement, and any other document incorporated by reference in any of the aforesaid documents.

- Please note that your use of products and/or services are expressly made conditional on your assent to the terms and conditions set forth herein. If you are an individual entering into this Agreement on behalf of a company, you warrant and represent that you have the authority to such company and its Affiliates to this Agreement. Therefore, the terms "Customer" or "You" or a related capitalized term herein shall refer to such company and its Affiliates.

- Please note that all orders are subject to AppXite's acceptance. AppXite may decline or cancel any order for any reason at any time prior to commencement of such order.

- All the above referenced documents, including their attachments (if any), are expressly incorporated herein by reference and are collectively referred to as the "***Agreement***".

1.DEFINITIONS AND INTERPRETATIONS

1.1. For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in the Agreement, the following terms shall have the meaning ascribed to them as follows:

    a) "**Applicable law**" means any applicable legislative act, statute, law, rule, regulation or directive of any governmental authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect;

    b) "**Account**" means the account created within the Platform in connection with this Agreement;

    c) "**Confidential Information**" means all information furnished, whether orally, in writing, electronically or in other tangible form, and identified as confidential or proprietary at the time of disclosure or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature, including but not limited to, information that is related to:

        a) the business plans or operations;

        b) the research and development or investigations;

        c) fact and results of any incident;

        d) properties, employees, finances, operations;

        e) information about organization and users;

        f) software or/and related documentation, including third party software or/and related documentation including: (i) computer software (object and source codes), programming techniques and programming concepts, web platforms, methods of processing, system designs; and (ii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to such software;

g) services offerings, content, customers, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts, and strategies.

Confidential Information shall not include any information that the receiving Party can demonstrate by its written records:

a) was known to it prior to its disclosure hereunder by the Disclosing Party;

b) becomes known through no wrongful act of the Receiving Party;

c) has been rightfully received from a third party authorized to make such a disclosure;

d) is independently developed by the Receiving Party;

e) has been approved for release with the Disclosing Party's prior written authorization;

f) has been disclosed by court order or as otherwise required by law.

d) "**Customer Data**" means all materials provided by Customer to the AppXite through the use of Products and/or Services, including, but not limited to data, order/financial information, text, graphics, and other materials generated in any form or media;

e) "**Disclosing Party**" means the Party that discloses Confidential Information, directly or indirectly to the Receiving Party under this Agreement;

f) "**Documentation**" means service description or any other document that pertains to the Product and/or Service. AppXite and/or Vendor may update or modify the Documentation from time to time, by providing a notice to the Customer or otherwise making such documentation available to the Customer. Under no circumstances, the changes to the Documentation will result in a material reduction in the level of performance or availability of the Product(s) and Services for the duration of the Term hereof. Notwithstanding the foregoing, AppXite disclaim all liability for the changed made by Vendor in their respective Vendor Terms and related documentation; Customer is permitted to use the Documentation solely in connection with the use of Product(s);

g) "**End-User**" means a person authorized by Customer to use the Product(s) and/or Service(s);

h) "**Effective Date**" means the effective date of this Customer Agreement, which is the earlier of the date when the (i) Order is placed via Platform; (ii) Order Form is signed by the Parties hereto; (iii) Customer accepts the terms of this Agreement;

i) "**Intellectual Property**" means intellectual property rights (including, but not limited to, patents, patent applications, trade secrets, trademarks, trade names, service marks, logos, moral rights, or any other copyrights inherent thereunder, along with any registrations and applications to register, as applicable) in tangible and intangible materials or information which may be continually under development, modification or improvement, including, but not limited to, software, source code, object code, routines, tools, documentation, methodologies, techniques, algorithms, inventions, ideas, databases, and know-how;

j) "**Order**" means the order for Products or Services placed by the Customer on the Platform, and which contains information about fees, specification, order description and subscription term;

k) "**Party**" means AppXite or Customer as the context requires, "**Parties**" shall be construed accordingly;

l) "**Product**" means a product and/or service identified in the Order and provided or licensed by AppXite or a third-party Vendor according to the Vendor Terms. All Products provided by a third-party Vendor(s) are available solely within territory defined in the relevant Vendor Terms;

m) "**Platform**" means the cloud subscription and recurring billing management platform designed to manage sales and business operations (e.g. billing) and enables Customer to purchase Products for its own use;

n) "**Receiving Party**" means the Party that receives Confidential Information, directly or indirectly from the Disclosing Party under this Agreement;

o) "**Subscription Date**" means the date in which the Customer has purchased a Product or Service by executing an Order;

p) "**Services**" means those services outlined in the Order or otherwise agreed between Parties, including, but not limited to, support services, consultancy and other professional services;

q) "**Subscription Term**" means the subscription period for the Product(s) specified in the Order; Subscription Term for usage-based Products will continue for the duration of Customer's use of Product according to this Agreement and respective Vendor Terms (if applicable);

r) "**Vendor Terms**" means the product specific vendor agreement entered into by Vendor and Customer upon executing the relevant Order. Vendor Terms govern the access and use of the Vendor Product(s);

s) "**Vendor**" means the third-party supplier of Products;

t) "**Website**" shall mean www.appxite.com, csp.appxite.com, its respective sub-domains and any other website owned and/or controlled by AppXite.

2.GRANT OF RIGHTS

2.1. **Right to Use.** Upon the Subscription Date, AppXite grants to the Customer a limited, non-exclusive, non-transferable, and revocable license, for a Subscription Term, to use the Products in accordance with this Agreement and the relevant Vendor Terms (if applicable). Products are used solely for Customer's internal business purposes and not for sale. All Products will be provided according to the applicable Documentation and Vendor Terms. Customer acknowledges and agrees that AppXite is not a party to the Vendor Terms.

2.2. **Commencement Date.** Product licenses are granted on a subscription basis and are generally available upon Subscription Date. Notwithstanding the foregoing, some Products may be available upon configuration as outlined in the applicable Documentation.

3.RESPONSIBILITIES AND UNDERTAKINGS

3.1. **System Compliance.** Customer shall be responsible for its computer hardware and software required to access the Product(s) and/or Service(s). The requirements pertaining to Customer IT environment are outlined in the Documentation.

3.2. **Acceptable Use Policy.** In addition to the terms outlined in the applicable Documentation, Customer shall not: (i) use, or misuse the Product(s) in any way which may impair the its functionality or impair the ability of any user to use the Product(s); (ii) modify, copy or create any derivative works based on the Product(s); (iii) license, sublicense, sell, resell, lease, transfer, assign, or otherwise make the Product(s) available to any third party other than to parties as permitted herein; (iv) reverse engineer or decompile any portion of the Product; (v) access Product(s) or Documentation in order to build a similar product or competitive services; (vi) use Product(s) to receive, transmit, host or otherwise process any material that is menacing, of a junk-mail or spam-like nature, illegal, obscene, threatening, defamatory, discriminatory, or in violation of any Applicable Law to which the use of the Product is subject.

3.3. **Responsibility for the Vendor Product.** Customer agrees that it is solely responsible for the use of the Products provided by a Vendor.

4. PRICES AND PAYMENT TERMS

4.1. **Fees.** All Product and Service fees ("**Fees**") are set forth in the Order. Unless otherwise agreed, Fees shall be calculated as of Subscription Date.

4.2. **Product Prices.** All prices for Products shall be specified in the Platform.

4.3. **Invoicing.** Unless stated otherwise, AppXite will invoice Customer on a monthly basis at the end of each billing cycle. With respect to the Products purchased from AppXite, the billing cycle and invoicing is aligned with each Vendor separately.

4.4. **Electronic Invoice.** All invoices shall be issued by AppXite and sent to the Customer's billing email address indicated in the contact details or associated with Customer's account. In case of change of billing details, Customer shall provide new billing details to AppXite in a timely manner.

4.5. **Payment Terms.** Unless stated otherwise in the Order, all amounts are due upon receipt of the invoice and payable within 30 (thirty) calendar days of the invoice day.

4.6. **Currency.** Unless stated otherwise, all fees are stated and paid in the currency set out in the Order.

4.7. **Taxes.** All prices are exclusive of VAT.

4.8. **Late Interest.** AppXite reserves the right to charge interest to the Customer on any amount of fees which are not paid on the due date. Interest may be charged from the date such payments fails due at the highest rate allowed under the Applicable Law until paid. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount together with interest.

4.9. **Transfer of Funds.** All payments under this Agreement shall be paid via wire transfer and shall not be reduced by any wire transfer fee, bank processing fee, or other fee pertaining to the rendering of payment.

5. WARRANTIES AND DISCLAIMER OF WARRANTIES

5.1. AppXite warrants that all Services provided by AppXite will comply with the applicable Documentation. The warranties will not apply in the event the Services are used contrary to the Documentation. Warranties do not apply to free or trial products/services that AppXite may make available to Customer from time to time.

5.2. AppXite disclaims warranties and assumes no responsibility whatsoever for any Product(s) provided by a Vendor. Vendor warranties associated with such products will be provided directly by Vendor and included in the Vendor Terms (if any) to which Customer is directly bound.

6. LIMITATION OF LIABILITY

6.1. In no event shall either Party be liable for any indirect, incidental or consequential loss or damage suffered by the other Party, arising from or in any way connected with this Agreement.

6.2. AppXite's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Customer up to the total of the amounts paid for the Product(s) which is subject to the claim. In the case or recurring fees, up to 12-month fees shall apply.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. **Ownership.** AppXite, its vendors and licensors retain all rights, title, and interest in and to the Products and Documentation, including without limitation all software, virtual machines and other technology used to provide

the Products and all logos and trademarks reproduced through the Products, and this Agreement does not grant Customer any intellectual property rights associated with the Products or any of its components. This ownership shall apply to all copies and portions of these items, and all improvements, enhancements and derivative works to these items.

7.2. **Modifications.** Nothing in this Agreement prohibits AppXite and/or Vendors to modify, amend and in any way, change the Products whether in content, nature or otherwise by providing a reasonable information to the Customer in writing and/or make amendment to Documentation.

8. INFORMATION SECURITY

8.1. **Information Security Controls.** Each Party shall be responsible for establishing and maintaining the information security program that include appropriate technical and organizational measures to (i) ensure the security and confidentiality of Customer Data; (ii) protect against unauthorized access, alteration, destruction, disclosure, loss or use of Customer Data that could result in substantial harm to Customer or any of its customers and/or End-Users; (iii) protect against any anticipated threats or hazards to the security or integrity of Customer Data. Parties acknowledge that Customer remains ultimately responsible for maintaining information security of its own systems, equipment (including but not limited to servers, workstations, routers, switches), network, data communication lines, as required to operate the Platform or use the Products.

8.2. **Backup and disaster recovery.** AppXite has implemented reasonable backup and disaster recovery technology consistent with the best industry practices and as required by applicable Data Protection Law.

8.3. **Data Breach Notification.** Each Party must immediately notify the other Party after becoming aware of any information security breach or suspected breach.

8.4. **Account Security.** Customer is solely responsible for security of its Platform credentials and all other access information associated with the Account. Without prejudice to the foregoing, Customer acknowledges and agrees not to hold AppXite liable for any loss that Customer may incur as a result of any third-party access to the Account, irrespective of Customers awareness and/or authorization. AppXite hereby disclaims all liability for any activity made through the Customer's Account, to the extent such actions are not made by AppXite and/or its suppliers.

8.5. **Ownership of Data**. All Customer Data processed by AppXite shall remain to be the property of and under the control of Customer. The Customer grants AppXite a license to use the Customer Data solely to the extent necessary and for the time necessary to fulfil its obligation under the Agreement.

8.6. **Compliance with Data Protection Law.** Either Party must ensure that all information security safeguards, including the manner in which Customer Data is collected, used, accessed, processed and disclosed, at all times comply with applicable Data Protection Law, as well as the terms and conditions of this Agreement.

9. CONFIDENTIALITY

9.1. **Confidentiality Obligations.** Neither Party will use any Confidential Information except as expressly permitted by this Agreement or as expressly authorized in writing by the Disclosing Party or as required under the Applicable Law. Confidential Information shall not be reproduced in any form without the prior written consent of the Disclosing Party. Any reproduction of any Confidential Information of a Disclosing Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those of its employees or contractors on a "need to know" basis. In addition, prior to any disclosure of Confidential Information to any employee or contractor, such employee or contractor shall be made aware of

the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a nondisclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. Without limiting the foregoing, each Party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other Party. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

9.2. **Return or Deletion of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon the Disclosing Party's earlier request, the Receiving Party will deliver to or delete the Disclosing Party all of the Disclosing Party's property or Confidential Information in tangible form that the Receiving Party may have in its possession or control. The Receiving Party may retain one copy of the Confidential Information in its legal files.

10. INDEMNIFICATION

10.1. **AppXite Indemnification.** AppXite shall indemnify, defend, and hold the Customer harmless against any claim, lawsuit, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of, or in connection with, claims that Platform infringes the Intellectual Property of any third-party.

10.2. **Customer Indemnification.** Customer shall indemnify and hold AppXite harmless against any claim, lawsuit, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments, or settlement amounts arising out of, or in connection with, (i) the Customer's use of the Product(s) contrary to the Documentation; (ii) Customer's failure to obtain legal basis for data processing by AppXite; (iii) Customer's breach of Vendor Terms.

10.3. Indemnifying party shall have sole control of the defense, all related settlement negotiations, and a complete information required for that Party to conduct and settle the negotiations and/or litigation.

11. TERM

11.1. **Term.** This Agreement shall commence as of ("***Effective Date***") and, unless earlier terminated as provided herein, shall continue in effect for an initial term of 2 (two) years ("***Initial Term***").

11.2. **Renewal Term.** At the end of the Initial Term this Agreement shall be automatically renewed annually on the anniversary of the Effective Date for additional 1 (one) year renewal terms ("***Renewal Term***"), unless either Party gives written notice of non-renewal to the other Party at least 30 (thirty) days prior to the end of the Renewal Term hereof.

12. TERMINATION

12.1. **Termination for Convenience.** This Agreement may be terminated by either Party at any time for any reason, by giving 30 (thirty) calendar days written notice of termination to the other Party.

12.2. **Termination for Cause.** This Agreement may be terminated as follows:

12.2.1. Effective immediately, if either party is in material breach of its obligations under this Agreement, including but not limited to: (i) party's engagement in illegal or deceptive trade practices; (ii) applicable law (including anti-bribery laws and export controls) and data protection law;

12.2.2. Effective immediately, If Customer fails to provide complete/correct company information (including but not limited to company name, company number, VAT or equivalent tax number, legal address) and fails to provide such information within 14 (fourteen) days following the AppXite's request;

12.2.3. if either Party breaches any provision of this Agreement and fails to remediate such breach within 45 (forty-five) days after receiving written notice of the breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such 45 (forty-five) day period;

12.2.4. if either Party becomes insolvent or makes an assignment for the benefit of creditors, then the other Party may terminate this Agreement effective immediately upon notice;

12.2.5. if either Party is dissolved or liquidated, then the other Party may terminate this Agreement effective immediately upon notice;

12.2.6. If required by the Applicable Law, then the other Party may terminate this Agreement effective immediately upon notice.

12.3. **Effect of termination.** Upon termination or expiry of this Agreement, the following provisions shall apply:

12.3.1. any amounts incurred but unpaid shall become immediately due and payable to the AppXite;

12.3.2. Customer shall forthwith cease to use the Products, except for fully paid perpetual product licenses, and shall promptly return all copies of the Documentation to AppXite or else destroy those copies of Documentation upon AppXite's request. Notwithstanding the foregoing, if Parties do not suspend the Products upon the termination, the terms of this Agreement that pertain to such Products shall survive termination for remainder of their respective Subscription Term. The Customer agrees that any prepaid Products cannot be suspended, and therefore, this Agreement will survive termination for as long as Products are covered by the pre-payment. For the purposes of this agreement, survival of termination means that AppXite will be providing the Products and invoice the Customer pursuant to the Agreement, until the subscription term for such products will expire.

12.3.3. all rights and authorizations granted to Customer under this Agreement shall immediately cease;

12.3.4. AppXite will assist the Customer in good faith in migrating the Customer Data. AppXite's fees for such migration will be calculated on the basis of AppXite's hourly rates applicable from time to time and the expenses incurred by AppXite's sub-contractors. Notwithstanding the foregoing, the Customer will be responsible for migrating the Customer Data. Unless the data is migrated AppXite is entitled to delete the Customer Data upon termination of this Agreement.

13. GENERAL TERMS

13.1. **Assignment.** Neither Party can transfer or assign this Agreement, in whole or in part, or delegate any of its duties hereunder, to a third-party by change in control, operation of law or otherwise, without the prior written consent of the other Party.

13.2. **Amendments**. This Agreement and its annexes may be amended only when duly executed by the Parties in writing. Notwithstanding the foregoing, AppXite reserves the right to amend this Agreement and/or Documentation, from time to time and at its sole discretion, by sending new version of this Agreement to the Customer or publishing the new versions on the Website and/or Platform. Customer's use of the Platform and

Services after AppXite posts a new version of the Agreement or Documentation will constitute Customer's acceptance of the updated Agreement and/or Documentation. Within 15 (fifteen) days after the new Agreement is published, Customer may terminate the Agreement by providing a written notice to AppXite. Changes to the Documentation do not entitle the Customer to terminate this Agreement according to this section.

13.3. **Order of priority.** In the event of any conflict or inconsistency between any provisions of this Agreement and its annexes, the terms of the annexes shall prevail.

13.4. **Compliance with Laws.** Either Party shall, and shall cause each of its affiliates and representatives to, comply with Applicable law and Data Protection Laws and shall obtain and maintain in effect all licenses, certificates, permits, consents and other governmental authorizations required to perform their obligations under this Agreement. Customer acknowledges and agrees that the Products may be subject to economic sanctions and export controls, including but not limited to those of (i) the United States; (ii) the European Union or any member state thereof ("EU") and other respective governmental institutions thereof. Customer agrees not to engage in any transaction that would result in liability to AppXite under any sanctions or export control law or regulation.

13.5. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and shall be construed so as to best effectuate the intention of the parties in executing it.

13.6. **Survival.** Any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in effect.

13.7. **Force Majeure.** Neither Party shall be liable in the event that its performance of this Agreement is prevented, by reason of a labor dispute, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Subscription Date and is beyond the reasonable control of the Party In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. However, the Party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under this Agreement, to remove or overcome the cause of delay. In the event that the performance of a Party is delayed for more than 30 (thirty) days, the other Party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination.

13.8. **Notices**. All notices, requests, claims, demands and other communications shall be in writing in the English language and shall be signed by a person duly authorized to provide such notice. All notices to AppXite shall be mailed to the address below:

SIA "AppXite"

Attn: AppXite Legal

Address: Matrožu street 15, Riga, Latvia, LV-1048.

Email: legal@appxite.com.

All notices shall be deemed given immediately upon delivery by electronic mail.

13.9. **Governing law.** This Agreement shall be governed by and construed in accordance with UNIDROIT Principles of International Commercial Contracts (2016) and, with respect to issues not covered by such principles, by the laws of the Netherlands without reference to any conflict of laws principles under which different law might otherwise be applicable.

13.10. **Dispute Resolution.** Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be referred to and finally resolved by arbitration under the

Arbitration Rules of the Netherlands Arbitration Institute (NAI), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Amsterdam, the Netherlands. The language to be used in the arbitral proceedings shall be English.