CIRCULARISE B.V.
MASTER SUBSCRIPTION AGREEMENT

This Agreement is entered into between Circularise B.V. ("**Circularise**") and your organization ("**Customer**") as of the Effective Date (as defined below). If the individual accepting this Agreement is accepting on behalf of a company, government agency, or other legal entity, such individual represents that they have the authority to bind such entity and its Affiliates to this Agreement, in which case the term "Customer" shall refer to such entity and its Affiliates. If the individual does not have such authority, or if the individual does not agree with the terms and conditions of this Agreement, such individual must not accept this Agreement and may not use the Service and/or the Trial Service. This Agreement will allow Customer to procure software-as-a-service products or services, obtain support and/or other professional services from Circularise.

1. Service and Professional Services
   - 1.1. Circularise's Obligations. Circularise shall make the Service available to Customer pursuant to this Agreement, the applicable Order Form, and the subscription details displayed in Customer's Settings page on the Platform during the Subscription Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable (except as expressly permitted in Section 12.1) License during the Subscription Term to its Users to access and use the Service in accordance with the Documentation, solely for Customer's business purposes. Customer agrees that its purchase of the Service or the Professional Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Circularise with respect to future functionality or features. Circularise will comply with all applicable Laws in its provision of the Service. Circularise shall use commercially reasonable efforts to make the Service available to Customer 24 hours a day, 7 days a week, every day of each year (except for Excluded Downtime).
   - 1.2. Customer's Obligations.
     - 1.2.1. Customer is responsible for all activities conducted under its and its Users' logins to the Service. Customer shall use the Service in compliance with this Agreement, the applicable Order Form, the subscription plan details outlined in Customer's Settings page on the Platform, Documentation, and all applicable Laws and shall not:
       - 1.2.1.1. copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users;
       - 1.2.1.2. send or store in the Service any personal health data, credit card data, personal financial data or other such sensitive data;
       - 1.2.1.3. send or store infringing or unlawful material in connection with the Service;
       - 1.2.1.4. send or store Malicious Code to the Service;
       - 1.2.1.5. attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein;
       - 1.2.1.6. modify, copy or create derivative works based on the Service, or any portion thereof;
       - 1.2.1.7. access the Service for the purpose of building a competitive product or service or copying its features or user interface; or
       - 1.2.1.8. delete, alter, add to or fail to reproduce in and on the Service the name of Circularise and any copyright or other notices appearing in or on the Service or which may be required by Circularise at any time.
     - 1.2.2. Any use of the Service in breach of this Agreement, Documentation, the applicable Order Form, or the subscription plan details set forth in Customer's Settings page on the Platform by Customer or Users that in Ciruclarise's judgment threatens the security, integrity or availability of the Service may result in Circularise's immediate suspension of Customer's access to the Service; however, Circularise will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

1.2.3. Service Specifications and Usage Limits. Customer's use of the Service is subject to the following standard parameters, unless otherwise agreed upon in writing:

1.2.3.1. Dynamic API Updates: Limited to a maximum of one (1) dynamic API update per Passport per day.

1.2.3.2. Storage Allocation: Maximum storage capacity per Passport is 100 MB (or 500 MB for the Enterprise Subscription Plan).

1.2.3.3. File Size Limits: Maximum allowed file size is 10 MB per file (or 50 MB per file for the Enterprise Subscription Plan)."

1.3. Professional Services. Customer and Circularise may enter into Statements of Work that describe the specific Professional Services to be performed by Circularise or third parties authorized by Circularise. If applicable, while on Customer premises for Professional Services, Circularise personnel shall comply with reasonable Customer rules and regulations regarding safety, and conduct made known to Circularise, and will, at Customer's reasonable request, promptly remove from the project any Circularise personnel not following such rules and regulations.

1.4. Customer Affiliates. Customer may authorize its Affiliates to use the Service and/or Professional Services subject to the terms and conditions set forth in this Agreement, the applicable Order Form (if applicable), and the subscription details set forth in Customer's Settings page on the Platform. An entity that executes the Order Form or Statement of Work shall be considered the "Customer" for purposes of such Order Form(s) or Statement(s) of Work. Such an Order Form or Statement of Work shall be considered an agreement between such Customer and Circularise. An Affiliate agrees to be bound by this Agreement.

1.5. Administrative User. Customer may authorize its User to be an Administrative User to have the access to administrative features on the Platform and administer and manage Customer's Account.

1.6. Customer's Account. Customer is solely responsible for maintaining the status of its Users. Customer will safeguard all User authentication credentials in its possession or under its control. Customer is responsible for all activities that occur under its account. Customer will notify Circularise immediately if Customer believes an unauthorized third-party may be using Customer's account or if Customer's account information is lost or stolen. The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Subscription Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Circularise.

2. Circularise Partner Orders

2.1. Pursuant to a separate agreement between Customer and an authorized Circularise Partner (including the applicable ordering document between Customer and such Circularise Partner, the "Partner Agreement"), Customer may procure from such Circularise Partner certain products or services to be delivered by Circularise. In such an event, this Agreement specifies the terms and conditions under which such products or services will be provided by Circularise, apart from price, payment and other terms specified in such separate Partner Agreement.

2.2. Notwithstanding anything to the contrary in this Agreement, if Customer acquires a subscription to the Service or obtains any Professional Services through a Circularise Partner, then:

2.2.1. Customer shall pay the Circularise Partner all applicable fees in accordance with the Partner Agreement;

2.2.2. the Partner Agreement is between Customer and the Circularise Partner and is not binding on Circularise, and any disputes related to the Partner Agreement shall be handled directly between Customer and the Circularise Partner;

2.2.3. Customer understands and agrees that certain products or services are subject to additional terms from the Circularise Partner that may be applicable if purchased by Customer; and

2.2.4. any claims for refunds hereunder, shall be submitted by Customer to the Circularise Partner. In the event of any conflict between this Agreement and a Partner Agreement, this Agreement shall govern as between Circularise and Customer.

2.2.5. If Circularise Partner from whom Customer purchased the Service fails to pay fees in connection with Customer's use of Circularise Service, such Customer can be suspended from using the Services without liability upon notice to Customer until the Partner fulfills its payment obligations to Circularise.

3. Security and Support

3.1. Security. Circularise shall maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data as described in the applicable Circularise Documentation.

3.2. Circularise shall maintain and apply security management procedures, including an escalation and notification plan. In the event that Circularise becomes aware of any violation mentioned in the following, Circularise shall advise the Customer immediately, latest within 24 hours. By default, Circularise shall notify the contact listed in the billing information when purchasing the Service or under “sold to” on the Order Form. This contact can only be changed by the Customer by notifying Circularise at support@circularise.com. Circularise shall be obligated to immediately initiate adequate countermeasures and inform the Customer of the progress made with these measures.

3.2.1. unauthorized decryption of Customer Data;

3.2.2. unauthorized copying or exfiltration (e.g. via email to third parties) of Customer Data;

3.2.3. manipulation or loss of integrity of Customer Data (whether due to technical reasons or to misuse);

3.2.4. theft or loss of hardware/data media (with Customer Data);

3.2.5. misuse of administrator rights;

3.2.6. unauthorized elevation of administrator privileges;

3.2.7. dismissal of employees with far-reaching access rights to Customer Data (e.g. administrators) due to special reasons, e.g. conflicts between employee and employer; or

3.2.8. any act or omission that compromises either the security, confidentiality or integrity of Customer Data or the physical, technical, administrative or organizational safeguards established by Circularize or any person authorized by Circularise. Without limiting the foregoing, an impairment includes any unauthorized access to or disclosure or acquisition of Customer Data.

3.3. Customer understands and agrees that any data, including references, that are shared or stored on a Distributed Network or Peer-to-Peer Network fall outside the control of Circularise.

3.4. Customer understands and agrees that any on-premise implementation also falls outside the control of Circularise.

3.5. Support Services. During the Subscription Term, Circularise shall provide Support Services to Customer in accordance with Circularise’s then-current support policy, and as identified in an Order Form. Customer shall receive a Standard Support Plan unless otherwise specified in the applicable Order Form. Any updates or modifications to the Support Services will not materially diminish Circularise’s responsibilities under the support policy during the Subscription Term.

4. Confidentiality

4.1. Each party shall take reasonable technical and organizational measures to protect the Confidential Information (as defined below) of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care. A party shall not:

4.1.1. disclose or use any Confidential Information of the other party for any purpose outside the scope of this Agreement, except with the disclosing party's prior written permission; or

4.1.2. disclose or make the other party's Confidential Information available to any party, except those of its employees, contractors, Affiliates, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of this Agreement and each of such employees, contractors, Affiliates, and agents must be advised of the confidentiality of such Confidential Information.

4.2. Confidential Information shall not include any information that:

4.2.1. is or becomes generally known to the public, other than as a result of the act or omission of the receiving party;

4.2.2. were rightfully known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party;

4.2.3. is lawfully received from a third party without breach of any obligation owed to the other party; or

4.2.4. was independently developed by a party without breach of any obligation owed to the other party.

4.3. If a party is compelled by law to disclose Confidential Information of the other party, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. The party that is compelled by law to disclose Confidential Information of the other party shall take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. Furthermore, if it is obligated to disclose despite the aforementioned, it shall undertake to keep the scope of the Confidential Information to be disclosed as small as possible.

4.4. The confidentiality obligations under this Agreement shall apply from the Effective Date and shall remain in full force and effect for three (3) years from the expiration date of the Subscription Term to the extent necessary to effect full compliance with these obligations.

5. Ownership, Feedback, and Statistical Usage Data

5.1. Customer Data. As between Circularise and Customer, Customer owns its Customer Data. Customer grants to Circularise, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, manage access to, transmit and display Customer Data, solely as reasonably necessary for Circularise to provide and monetise the Service in accordance with this Agreement; provided, however, that Customer understands and acknowledges that limitations on the use of Customer Data may not always apply to Customer Data stored on a public blockchain. Subject to the limited licenses granted herein, Circularise acquires no right, title or interest in any Customer Data. Customer shall be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data.

5.2. Circularise Ownership of the Service. Except for the rights expressly granted under this Agreement, Circularise and its licensors retain all right, title, and interest in and to the Service, Documentation and Professional Services, including all related intellectual property rights inherent therein. If Customer purchases Professional Services, Circularise grants to Customer and its Affiliates a worldwide, perpetual, non-exclusive, non-transferable (except as expressly

permitted in Section 12.1), non-sublicensable right to use the Professional Services solely for Customer's use with the Service. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

5.3. Feedback. Circularise shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into its products and services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service, or the Professional Services ("**Feedback**"). Circularise shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

5.4. Statistical Usage Data. Circularise owns the statistical usage data derived from the operation of the Service, including data regarding web applications utilized in connection with the Service, configurations, log data, and the performance results for the Service ("**Usage Data**"). Nothing herein shall be construed as prohibiting Circularise from utilizing the Usage Data for purposes of operating Circularise's business; provided that the Usage Data shall be de-identified and presented in the aggregate so that it will not disclose the identity of Customer or any User(s) to any third party.

6. Fees, Expenses, and Taxes

6.1. Fees. Customer agrees to pay Circularise all fees set forth in the applicable Subscription Plan as reflected in Customer's Settings page on the Platform, or Order Form ("**Fees**") in accordance with this Agreement and the Order Form. If not otherwise specified on an Order Form, all such Fees (except Fees subject to a good faith dispute) will be due within thirty (30) days of date of invoice. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Circularise hereunder are non-cancelable and non-refundable. All Fees are based on access rights acquired and not actual usage, with the exception of Overage Fees. Overage Fees are calculated by multiplying the actual usage beyond the pre-agreed access rights with the agreed Locked-In rate, details of which can be found as described for said goods or service in the Subscription Plan or applicable Order Form, and If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law:

6.1.1. Circularise reserves the right to suspend the Service upon thirty (30) days written notice, until such amounts are paid in full; and

6.1.2. Circularise will have the right to charge interest at a rate equal to the lesser of three percent (3%) per month or the maximum rate permitted by applicable Law until Customer pays all amounts due; provided that Circularise will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

6.2. Fee Changes. Circularise reserves the right to make adjustments of fees for the Service at any time without seeking Customer's consent unless otherwise specified in the Order Form. Circularise shall notify the Customer of any fee changes 30 days before introducing such changes. If the fees for the Customer increases more than 5%, the Customer has the right to terminate the Service or adjust the Subscription Plan due to this fee change and Customer will receive a pro-rata refund for the unused part of the applicable Subscription Plan

6.3. Subscription Plan. Customer acknowledges and agrees that the Customer may not reduce the commitment under the applicable Subscription Plan and there is no refund to be paid in case if the actual usage of the Subscription Service is less than the Customer subscribed for.

6.4. Expenses. Unless otherwise specified in the applicable Statement of Work, upon invoice from Circularise, Customer will reimburse Circularise for all pre-approved, reasonable expenses incurred by Circularise while performing the Professional Services, including without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision

of the Professional Services. Circularise will include reasonably detailed documentation of all such expenses with each related invoice.

6.5. Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on Circularise's net income or property) unless Customer provides Circularise with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. Warranties and Disclaimer

7.1. Warranties.

7.1.1. Service. Each party warrants that it has the authority to enter into this Agreement. Circularise warrants that during the Term:

7.1.1.1. the Service shall perform materially in accordance with the applicable Documentation;

7.1.1.2. Circularise will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service;

7.1.1.3. the overall functionality of the Service will not be materially decreased as described in the applicable Documentation; and

7.1.1.4. that to the best of its knowledge it owns all rights, title, and interest in and to the Services (including software) and Documentation, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software.

Circularise shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Circularise fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Service and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection will be Customer's sole remedy and Circularise's entire liability for breach of these warranties unless the breach of warranties constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with Section 11.3 entitled "Termination." The warranties set forth in this subsection shall apply only if the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable Law.

7.1.2. Professional Services. Circularise warrants that the Professional Services will be performed in a good and careful and thorough manner consistent with applicable industry standards. As Customer's sole remedy and Circularise's entire liability for any breach of the foregoing warranty set forth in this Section 7.1.2, Circularise will, at its sole option and expense, promptly re-perform the non-conforming Professional Services or refund to Customer the fees paid for the non-conforming Professional Services; provided that Customer notifies Circularise no later than thirty (30) days after delivery of such Professional Services.

7.2. No professional advice. Customer acknowledges that any content available on Circularise website and Platform shall be used for information purposes only and should not be construed as professional advice. Customer should seek professional advice from a qualified professional in the applicable field to ensure compliance with applicable laws and regulations..

7.3. Disclaimer. Except for the express warranties set forth under section 7.1, Circularise and its Suppliers hereby disclaim all Warranties relating to the services provided, professional services

or other subject matter of this agreement, express or implied. Including, but not limited to, any warranties of non-infringement of third party rights, title, merchantability and fitness for a particular purpose. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this agreement, express or implied. Circularise makes no warranty regarding any Non-Circularise Application with which the service may interoperate.

8. Limitation of Liability

8.1. In no event shall Circularise (or Circularise's third Party Licensors) be responsible for or liable with respect to any subject matter of this Agreement or the terms and conditions related to under any contract, negligence, strict liability or other theory for:

8.1.1. Error or interruption of use, loss or inaccuracy or corruption of data;

8.1.2. Cost of procurement of substitute goods, services, rights or technology;

8.1.3. Any lost profits or revenues; or

8.1.4. Any indirect, special incidental, consequential or punitive damages, whether or not a party has been advised of the possibility of such damages.

8.2. To the maximum extent permitted by law, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this agreement exceed the total amount of paid or payable by Customer arising hereunder for the Service giving rise to the liability in the twelve-month period preceding the first incident out of which the liability arose. The foregoing limitation shall apply whether an action is in contract or tort and regardless of theory of liability, but will not limit customer and customer's affiliates' payment obligations under the 'fees' section above.

8.3. The aforementioned clauses of this section 8 shall apply accordingly with respect to liabilities of Customer, excluding 8.1.3 with respect to Fees payable.

9. Indemnification

9.1. Circularise Indemnification Obligation. Subject to Section 9.3, Circularise will defend Customer from any and all claims, demands, suits or proceedings ("Claims") brought against Customer by a third party alleging that the Service, as provided by Circularise to Customer under this Agreement, infringes any patent, copyright, or trademark (each, an "Infringement Claim"). Circularise will indemnify Customer for damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Circularise, in connection with an Infringement Claim. An infringement claim for damage is limited (overall) to a maximum of 30% of the total amount paid by customer and its affiliates arising hereunder for the service giving rise to the Claims in the twelve-month period preceding the first incident out of which the liability arose. Under no circumstance Circularise's obligation to pay damages and/or bear costs out of or in connection with this Agreement and/or the services performed thereunder shall exceed the amount that Circularise can actually recover under its (liability) insurance. In the event of any such Infringement Claim, Circularise may, at its option:

9.1.1. obtain the right to permit Customer to continue using the Service;

9.1.2. modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time; or

9.1.3. terminate this Agreement as to the infringing Service and provide a pro rata refund of any prepaid, unused Fees for such infringing Service.

Notwithstanding the foregoing, Circularise will have no liability for any Infringement Claim of any kind to the extent that it results from:

9.1.4. modifications to the Service made by a party other than Circularise;

9.1.5. the combination of the Service with other products, processes or technologies (where the infringement would have been avoided but for such combination); or

9.1.6. Customer's use of the Service other than in accordance with the Documentation or this Agreement.

The indemnification obligations set forth in this Section 9.1 are Circularise's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2. Customer Indemnification Obligation. Subject to Section 9.3, Customer will defend Circularise from any and all Claims brought against Circularise by a third party alleging a violation of a third party's rights arising from Customer's provision or use of the Customer Data. Customer will indemnify Circularise for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction or paid to a third party in accordance with a settlement agreement signed by Customer, in connection with such Claims.

9.3. Indemnity Requirements. The party seeking indemnity under this Section 9 ("**Indemnitee**") must give the other party ("**Indemnitor**") the following:

9.3.1. prompt written notice of any Claim for which the Indemnitee intends to seek indemnity;

9.3.2. all cooperation and assistance reasonably requested by the Indemnitor in the defense of the Claim, at the Indemnitor's sole expense; and

9.3.3. sole control over the defense and settlement of the Claim, provided that the Indemnitee may participate in the defense of the Claim at its sole expense.

10. Customer Mention

10.1. Circularise may use Customer's name and logo to identify Customer as a Circularise user of the Service, including on Circularise's public website and its marketing channels. Circularise agrees that any such use shall be subject to Circularise complying with any written guidelines that Customer may deliver to Circularise regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

10.2. Circularise may use Customer's logo to identify Customer as an Circularise customer of the Service, including on Circularise's public website and marketing material. Circularise agrees that any such use shall be subject to Circularise complying with any written guidelines that Customer may deliver to Circularise regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

10.3. Customer agrees to serve as reference customer for prospective customers, investors, media or analysts of Circularise and make appropriate representatives available via telephone for such purposes.

10.4. Customer agrees to make appropriate representatives available for a mutually agreed upon written customer case study and video testimonial that may be published and used as Circularise marketing collateral.

10.5. The parties may mutually agree to issue a joint press release regarding the subject matter of this Agreement. Neither party shall publish any joint press release without the express, prior written agreement of both parties as to the timing and content of such release.

10.6. Customer will participate in current quarter's earnings report, including customer name mention and brief description of planned implementation

10.7. With Customer's prior written consent, Circularise may:

10.7.1. Issue a joint and mutually agreed upon press release;

10.7.2. Use Customer as a reference customer for prospective customers, investors, media or analysts of Circularise observing a reasonable notice period before setting up any reference calls

11. Term, Termination, and Effect of Termination

11.1. Term. The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms and/or the subscription details set forth in Customer's Settings page on the Platform have expired or have otherwise been terminated. Subscription Term to the Service commences on the subscription start date and are for a period, as set forth in the applicable Order Form and/or the subscription details set forth in Customer's Settings page on the Platform ("**Term**").

11.2. Subscription Renewal. Except as otherwise specified in an Order Form and/or the subscription details set forth in Customer's Settings page on the Platform, subscriptions to the Service will automatically renew for additional terms equal to the expiring subscription term, unless and until either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term.

11.3. Termination. Either party may terminate this Agreement by written notice to the other party in the event that:

11.3.1. such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice; or

11.3.2. immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Upon any termination for cause by Customer pursuant to this Section 11.3, Circularise will refund Customer a pro-rata portion of any prepaid fees that cover the remainder of the applicable Subscription Term after the effective date of termination and a pro-rata portion of any prepaid Professional Services fees that cover Professional Services that have not been delivered as of the effective date of termination. For clarity, a breach or termination of any Statement of Work shall not be considered a breach or termination of this Agreement or any Order Form.

11.4. Early Termination. The Service and Professional Services may not be terminated for convenience by either party. The termination of any services by the Customer, unless pursuant to Article 11.3, will not entitle the Customer to any refund of or relief from payment of any Services fees paid or payable under the Order Form and/or the subscription plan indicated on the Customer's Settings page on the Platform.

11.5. Effect of Termination. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Customer (including all Order Forms) will immediately terminate and Customer will cease using the Service. Termination for any reason other than termination for cause by Customer pursuant to Section 11.3.1 shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms. The sections titled "Definitions," "Confidentiality," "Ownership, Feedback, and Statistical Usage Data," "Fees, Expenses, and Taxes," "Disclaimer," "Limitation of Liability," "Indemnification," "Term, Termination, and Effect of Termination," and "General" shall survive any termination or expiration of this Agreement.

11.6. Upon the expiration or termination of the Subscription Term, all Passports published or created during the Subscription Term shall remain visible for a period of twelve (12) months. During this retention period, access to such Passports shall be strictly restricted to read-only access via the specific Circularise URL generated for each respective Passport, with no capacity for subsequent modifications, updates, or dynamic data adjustments.

12. General

12.1. Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or Circularise without the other party's prior written consent which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all Order Forms), upon notice and without the consent of the other party, to its successor in connection with a merger, acquisition, corporate

reorganization, or sale of all or substantially all of its assets, provided that all fees owed and due have been paid and the assignee agrees to be bound by all the terms of this Agreement.

12.2. Governing Law, Dispute Resolution, Attorneys' Fees and Severability. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the Netherlands, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the parties consent to exclusive jurisdiction and venue in the court of The Hague, the Netherlands. In the case of any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees. Any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.3. Notices. All legal notices hereunder shall be in writing in the English language to the addresses provided in the Order Form or in the billing information when purchasing the Service, and given upon:

12.3.1. personal delivery, in which case notice shall be deemed given on the day of such hand delivery; or

12.3.2. by courier, in which case notice shall be deemed given one (1) business day after deposit with a recognized courier for deliveries (or five (5) business days for international deliveries).

12.3.3. where written form is required under this Agreement, this means a prerequisite for validity and is ensured by handwritten signature (transmission and exchange of handwritten signed scanned documents is sufficient) or by a simple electronic signature, but not by email.

12.4. Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to computer related attacks, hacking, or acts of terrorism (a "**Force Majeure Event**"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. The non-affected party may terminate the Service with immediate effect by written notice if Force Majeure prevents the affected party from performing its obligations under this Agreement, applicable Order Form and/or Documentation for a period more than 90 (ninety) days.

12.5. Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under this Agreement.

12.6. Export Compliance. Each party represents that it is not named on any European Union, or its member states, list of persons or entities with which European persons or entities are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not access or use the Service in any manner that would cause any party to violate any European or international embargo, export control law, or prohibition.

12.7. Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Circularise'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. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Circularise.

12.8. Trials. If Customer uses a Service or feature that is indicated as a Trial, either on the Order Form or on the Service itself, that (part of) the Service is considered to be a Trial Service. Circularise will make such Trial Service available to Customer on a trial basis, optionally for free of charge, until the earlier of:

12.8.1. the end of the trial period for which Customer agreed to use such Trial Service;
12.8.2. the start date of any Service subscription purchased by Customer for such Service; or
12.8.3. termination of the Trial Service by Circularise in its sole discretion in which case Circularise will offer a pro-rata reimbursement.

A trial period may be extended at the sole discretion of Circularise. Notwithstanding anything to the contrary in this Agreement, a Trial Service is provided "As is." Circularise makes no representation or warranty and shall have no indemnification obligations or liability with respect to a trail service. Circularise shall have no liability of any kind with respect to a trial service, unless not enforceable under applicable law in which case Circularise's total aggregate liability arising out of or relating to a trial service is €1,000. Notwithstanding anything to the contrary in section 8 ("**Limitation of Liability**"), Customer shall not use the trial service in a manner that violates applicable laws and will be fully liable for any damages caused by its use of a Trial Service. Any data and configurations entered into the Customer's trial service account may be permanently lost upon termination of the trial service.

12.9. Entire Agreement. This Agreement together with the the subscription details set forth in Customer's Settings page on the Platform and/or Order Form(s) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly canceled. The parties agree that any term or condition stated in Customer's purchase order or in any other Customer's order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be:

12.9.1. the applicable Order Form between Circularise and Customer;
12.9.2. this Agreement; and
12.9.3. the Documentation.

No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto.Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

13. Definitions.

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

13.2. "**Circularise Partner**" means authorized reseller, distributor or other partner of Circularise.

13.3. "**Collaborative Project**" means a project issued by a customer of Circularise or by Circularise.

13.4. "**Confidential Information**" means:

13.4.1. Customer Data;
13.4.2. the Service, Documentation and the terms and conditions of this Agreement and all Order Forms including pricing; and
13.4.3. each party's technical and business information (including but not limited to hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business and marketing plans or opportunities, finances, vendors, trade secrets, penetration test results and other security information, defect and support information and metrics, and third party audit reports and attestations) that is designated by the disclosing party as confidential or the receiving party should reasonably know is confidential given the nature of the information and circumstances of disclosure.

13.5. "**Customer Data**" means all electronic data submitted by or on behalf of Customer to the Service, excluding Digital Twin Data"

13.6. "**Distributed Network**" means any decentralised service, distributed ledger or peer-to-peer platform that is not under the control of Circularise e.g. the Ethereum Blockchain, InterPlanetary File System (IPFS).

13.7. "**Documentation**" means Circularise's user guides and other end user documentation for the applicable Service, as may be updated by Circularise from time to time including without limitation the materials available on Circularise's websites and on the Help Center page on the Circularise platform.

13.8. "**Effective Date**" means the last date this Agreement is executed, upon executing an Order Form, and/or the date indicated in the subscription details set forth in Customer's Settings page on the Platform by accessing or using the Service in any manner or by clicking "Accept and Get Started" (or a similar button or checkbox) for use of a Trial Service.

13.9. "**Excluded Downtime**" means any downtime of the Platform: (i) caused by factors outside the Circularise reasonable control, such as Force Majeure event as defined in the Agreement, large-scale Internet outages; (ii) caused by any actions or inactions of the Customer; (iii) resulted from Customer's equipment and/or Customer's third party equipment; (iv) caused by the suspension or termination of Customer's right to use the Platform due to the breach of terms and condition set forth in the Agreement by the Customer; (v) caused by the emergency or scheduled maintenance.

13.10. "**Laws**" means any local or national law, treaties and/or regulations applicable to a respective party.

13.11. "**License**" means the limited, non-sublicensable, non-exclusive, nontransferable right during the Term to allow its Users to access and use the Service for dashboard & API access, as well as having the ability to join Collaborative Projects, all in accordance with the Documentation (as defined below), solely for Customer's business purposes.

13.12. "**Locked-In Rate**" means the current rate agreed upon in the Order Form e.g. Rates (DA).

13.13. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

13.14. "**Non-Circularise Application**" means any web-based, offline, mobile, or other software application functionality that is provided by Customer or a third party and interoperates with a Service.

13.15. "**Order Form**" means an ordering document provided to Customer that specifies the products or services purchased by Customer or any of their Affiliates under this Agreement, including any supplements or addenda thereto. Order Forms do not include the terms of any preprinted terms on a Customer purchase order, or other terms on an order confirmation or any other document of a party, that are additional or inconsistent with the terms of this Agreement.

13.16. "**Overage Fees**" means fees due when the actual usage by Customer exceeds the access rights agreed upon in the Order Form.

13.17. **"Passport" (or "Digital Product Passport")** means a standardized digital record or record structure created, hosted, or managed through the Service that compiles and contains supply chain information, environmental metrics, material composition, or other attributes related to a specific product, batch, item or material, accessible via a URL and/or QR code.

13.18. "**Peer-to-Peer Network**" means a network between two or more devices that are connected and share resources, without going through a separate server computer that is controlled by Circularise

13.19. "**Professional Services**" means implementation and configuration services provided by Circularise in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.

13.20. "**Service**" means the products and services subscribed to by Customer under an Order Form or as indicated in the subscription details set forth in Customer's Settings page on the Platform and

provided by Circularise as described in the Documentation. "Service" excludes Professional Services, Trial Service, and Non-Circularise Applications.

13.21. **"Settings Page"** means the administrative configuration section within the Customer's account on the Platform that displays the active Subscription Plan, purchasing details, usage limits, description of purchased Services, and payment information.

13.22. "**Statement of Work**" means a document that describes certain Professional Services purchased by Customer under this Agreement and/or pursuant to an Order Form. Each Statement of Work shall incorporate this Agreement by reference.

13.23. "**Subscription Plan**" means one of the paid service plans offered on Circularise Platform together with the applicable Support Plan.

13.24. "**Support Services**" means the support services provided by Circularise in accordance with Circularise's then-current support policy and as identified in an Order Form.

13.25. "**Term**" has the meaning set forth in Section 11.1.

13.26. "**Trial**" means any Circularise service or functionality that Circularise makes available to Customer to try at Customer's option, and which is clearly designated as "beta," "trial," "pre-GA," "pilot," "proof-of-concept," "developer preview," "free trial," "evaluation," or by a similar designation, either on the Order Form or Service itself..

13.27. "**Users**" means individuals (including non-human devices, such as applications or services e.g. SAP) who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Users may include, for example, Customer's and its Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.