

General Terms & Conditions

1. APPLICATION OF THE T&CS, DEFINITIONS AND INTERPRETATION

1.1. Application of the T&Cs. These General Terms & Conditions ("**T&Cs**") shall apply to all offers, SOFs, orders, legal relationships and any other arrangement or agreement between the Parties which, at the SOF Date, is not governed by any master services or framework agreement entered into between the Parties.

1.2. Definitions. In the T&Cs the following terms and phrases shall have the following meanings:

- **Acceptable Use Policy or AUP:** Expereo's acceptable use policy, as updated from time to time, accessible at <https://www.expereo.com/use-policy>;
- **Agreement:** The written contract between Expereo and Customer for the provision of Services, consisting of the T&Cs and the relevant SOF;
- **Affiliate:** With respect to a Party, any legal entity controlling, controlled by or under the same control as such Party; where control (including, with correlative meanings, the terms "controlled by" and controlling) means the possession of the power to direct the management and policies of such person, whether through ownership interests, by contract or otherwise;
- **Applicable Taxes:** All taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon Expereo or Customer, arising from or relating to the provision of the Services to Customer (including, sales, excise taxes, universal service fees, together with any penalties, fines or interest (resulting from Customer's failure to pay Applicable Taxes hereunder after being invoiced for same) by any government, state, provincial or local government, public authority, including its agencies, commissions and tribunals, or their designated agents, having jurisdiction over a Party or any transaction under the Agreement;
- **Confidential Information:** Has the meaning given to that term in Clause 9.1;
- **Confirmed Delivery Date or CDD:** The indicative date on which Expereo plans to make the relevant Service available to Customer;
- **Contract Year:** The period of 12 consecutive months (or such shorter period if the Agreement is terminated earlier), commencing on the SOF Date (and each anniversary thereof during the Term);
- **Customer:** The other Party entering into the Agreement with Expereo for provision of the Services;
- **Customer Equipment:** Any equipment other than Expereo Equipment that is used or provided by or on behalf of the Customer or User in connection with the Service, including Customer's or User's on-premise equipment;
- **Customer Personal Data:** Only the proportion of Personal Data where Customer is the Controller and that Expereo needs to Process on Customer's behalf as a Processor in providing the Services to Customer under this Agreement;
- **Customer Responsibility:** Any obligation or responsibility of Customer set out in this Agreement, including any SOF;
- **Demarcation Point:** The physical or virtual point of demarcation up until where the Services are delivered to Customer and where Expereo's responsibility for the Service ends;
- **Early Termination Fee:** The amount payable by Customer to Expereo on early termination of a Service, consisting of the total sum of the Service Charges for the remainder of the Initial Term or Renewal Term (as applicable), and in each case, the relevant date for calculation of such amount shall be the effective date of such termination;

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- **Expereo:** Expereo International B.V.;
- **Expereo Equipment:** Any equipment provided and installed at the Customer's premises (or at a location required to deliver the Services to the Customer) by or on behalf of Expereo as part of, or to enable Expereo to deliver, a Service;
- **Expereo Platform:** Expereo's proprietary service platform which shows information relating to the Services;
- **Force Majeure Event:** An event beyond the reasonable control of a Party which prevents, hinders or delays that Party from performing any of its obligations (except payment obligations) under the Agreement, including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil unrest, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action/intervention taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) non-performance by Suppliers; and (i) interruption or failure of utility service, including cable or fibre cuts;
- **Initial Term:** Has the meaning given to that term in Clause 5.2;
- **Intellectual Property Rights or IPR:** Any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right enforceable in any part of the world (including any applications for registering any of these rights that can be registered in any part of the world);
- **Losses:** Liabilities, losses, demands, damages, costs, claims, expenses, interest, penalties and fines (including regulatory fines) incurred by the relevant Party (including reasonable legal fees arising in connection with the same);
- **MRC:** Monthly recurring charges, including ongoing monthly charges for any Service and/or Expereo Equipment, as set out in the SOF;
- **NRC:** Non-recurring charges, including one-time installation charges, one-off fees, build costs, as set out in the SOF;
- **Party:** Customer or Expereo, as the case requires (and Parties referring to Customer and Expereo collectively);
- **Personnel:** Persons employed, contracted, subcontracted or otherwise engaged by a Party;
- **Renewal Term:** Has the meaning given to that term in Clause 5.2;
- **Reseller:** A person or entity who combines services, applications or hardware with the Services for the purpose of creating an end product to sell to its own customers and expressly authorised in writing by Expereo to operate and sell in this way;
- **RFS or Ready For Service:** Ready for service, being the status of a Service when it is ready to be used by the Customer, and when the billing for a Service starts;
- **RFS Date:** RFS date, being the date on which a Service is RFS;
- **Service:** Each service provided or to be provided by or on behalf of Expereo to the Customer as set out in the relevant SOF;
- **Service Charge:** In respect of a Service (and any Expereo Equipment), the charges payable by Customer to Expereo, including any fees and charges specified in the relevant SOF (including any NRC, MRC and additional charges);
- **Service Term:** In respect of each Service under the SOF, the Initial Term and Renewal Term(s), if

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any;

- **Service Order Form or SOF:** A document agreed and executed by the Parties in relation to the ordering, provision and receipt of Services under the Agreement, in Expereo's standard form from time to time;
- **SOF Date:** The date the relevant SOF is issued to Customer, as specified on the SOF (or if there is no SOF, the date of the relevant offer, order, legal relationship, arrangement or agreement, as the case may be);
- **Service Specific Terms and Conditions:** being the specific terms, conditions, technical specifications, service levels, and other unique requirements that apply to a particular Service. The Service Specific Terms and Conditions shall prevail over the Service Order and this General Terms and Conditions in the event of any conflict. The Service-Specific Terms and Conditions can be found at <https://www.expereo.com/terms-conditions>.
- **Term:** Has the meaning given to that term in Clause 5.1;
- **Supplier:** A third party supplier, contractor or sub-contractor of services engaged by Expereo or its Affiliate to provide, or enable Expereo to provide, all or part of any Service;
- **User:** Any person or entity who uses or accesses any Service; and
- **Withholding Tax or WHT:** Any withholding tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under applicable law.

1.3 Interpretation.

- a. References to one gender include all genders and references to the singular include the plural and vice versa.
- b. Words in the singular include the plural and, in the plural, include the singular.
- c. References to:
 - i. a person includes any government, state, state agency, company, partnership or unincorporated association (whether or not having separate legal personality); and
 - ii. a company shall include any company, corporation or any body corporate, wherever incorporated.
- d. The headings in the T&Cs are for ease of reference only and shall not affect the construction or interpretation of the clauses to which they refer.
- e. The words "include", "includes" and "including" are to be construed without limitation.

2. SERVICE, SERVICE DELIVERY

- 2.1. Providing Quality Services. Subject to the T&Cs,** Subject to the T&Cs, Expereo will: (a) provide Services with reasonable care and skill, and (b) use reasonable endeavours to provide, but not guarantee, the provision of continuous fault free services.
- 2.2. RFS Date.** Expereo shall use reasonable endeavours to ensure that the RFS Date falls on or prior to the Confirmed Delivery Date.
- 2.3. Changes after Order Placement.** Customer understands and agrees that any change to the SOF information requested by Customer after order placement may result in delayed service delivery and/or additional costs. Customer shall pay any such additional costs to Expereo in accordance with Clause 4.1. Without prejudice to the foregoing, any request by Customer to change or delay the CDD shall be at Expereo's sole and absolute discretion (and Expereo's approval may be withheld, conditioned or delayed). If Expereo does not approve or respond to such request, the original CDD shall apply.
- 2.4. Cooperation and Assistance.** To enable Expereo to perform its obligations under the Agreement, Customer shall: (a) provide all reasonable cooperation and assistance in good faith to Expereo, its Affiliates and/or Suppliers; (b) ensure that Customer's Personnel of appropriate authority, skill, experience and seniority are made available in a reasonably timely manner; and (c) follow

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all reasonable instructions from Expereo after order placement regarding the installation and use of the Service. As at the SOF Date and during the Term, Customer warrants it has obtained, and shall maintain and keep up-to-date, all necessary consents, licenses, permissions and authorisations to enable Expereo to deliver the Services at the Customer sites in accordance with the Agreement. Clause 14.4 shall apply if the Customer fails to fulfil any of its obligations under this Clause 2.4.

2.5. Customer Delays and Lack of Cooperation. If Customer, its Personnel or third party supplier, for whatever reason, in the opinion of Expereo, delays, restricts or precludes the process of Expereo, its Personnel or Supplier making the Service RFS (including delay in, or lack of, access to the premises, incorrect or missing internal cabling or power facilities or wrong environmental conditions) ("**Delay**"), this shall be deemed a material breach of the Agreement. Accordingly, Expereo shall be entitled to either, at its option: (a) commence billing Customer for the relevant Service(s) on and from the CDD until the end of the Initial Term(s) and charge to Customer any reasonable costs incurred by Expereo arising out of or in connection with such Delay (and in each case Customer shall pay the same to Expereo in accordance with Clause 4.1); or (b) terminate the relevant Service(s) for material breach effective from the CDD and charge Customer applicable Early Termination Fees pursuant to Clause 5.10. For the avoidance of doubt and without prejudice to any other rights or remedy it may have, Expereo shall be allowed an extension of time to perform its obligations at least equivalent to the period of delay caused by the Customer.

2.6. Problem in the Customer Network. If Expereo is requested by Customer to address a problem with a Service, which is proved to Expereo's reasonable satisfaction to be caused by a problem in the Customer's network, equipment, Personnel or third party supplier, Expereo is entitled to charge to Customer all reasonable expenses incurred by Expereo in resolving the reported problem and Customer shall pay the same to Expereo in accordance with Clause 4.1.

2.7. Demarcation. Expereo shall deliver the Services up to the Demarcation Point. Expereo shall not be responsible for assessing Customer's space, facilities, computer and transmission capacity needs and the uses or purposes to be obtained therefrom or for the interoperability of the Services with Customer Equipment and/or other services or User's equipment and/or other services. Customer is solely responsible in respect of the aforementioned.

2.8. Equipment

2.8.1 If any hardware or equipment (whether Expereo Equipment, Customer Equipment or otherwise) is required to be installed by or on behalf of Expereo to enable Expereo or its Supplier to provide the Service, Customer will prior to installation at its own cost:

- a. obtain all necessary licenses and consents, including consents for any necessary alterations to buildings, and comply with all applicable law as required to enable Expereo to provide the Services, including in relation to the installation of Expereo Equipment and the use of all Customer Equipment;
- b. prepare and maintain the local environmental conditions and power standards in accordance with all applicable laws and industry standards, both in preparation for the delivery of the Service and for the duration of the Service. As part of this responsibility the Customer shall provide power (sockets) to Expereo at the Customer premises when and where required;
- c. provide internal cabling between Expereo Equipment and any Customer Equipment, as appropriate.

2.8.2 Delivery of Expereo Equipment to the relevant Customer locations will be undertaken at Customer's risk. Title to Expereo Equipment will at all times remain with Expereo and Customer will not do anything to negate or limit such title (e.g., allow any liens or otherwise to be enacted upon Expereo Equipment).

2.8.3 Customer is solely responsible for Expereo Equipment and must not dispose of, use, move, add to, modify or in any way interfere with Expereo Equipment, nor allow anyone else (other than as

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expressly authorised by Expereo in writing) to do so. The Customer shall indemnify Expereo against all Losses in respect of or damage to Expereo Equipment (except to the extent the loss or damage is due to fair wear and tear or is directly caused by Expereo or a third party expressly authorised to act on Expereo's behalf).

2.8.4 Customer warrants that the Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all applicable standards and requirements in the relevant territory(ies) in which Customer is receiving the Services. Without prejudice to its other rights under the Agreement, Expereo may remove any non-compliant equipment and replace it at the Customer's expense.

2.9. Compatibility. Customer shall: (a) ensure its systems, equipment and processes satisfy any technical requirements or otherwise provided to Customer relating to a Service or Expereo Equipment (including notification to upgrade) ("**Technical Requirements**"); (b) ensure that its systems, equipment and processes are in good working order, and are configured and compatible for use with Expereo Equipment and/or the Services if they are required to be used in conjunction with any Expereo Equipment and/or the Services. Notwithstanding any other provision under the Agreement, Expereo shall not be responsible for any performance or non-performance issues with any Expereo Equipment and/or the Services, or liable to support Expereo Equipment and/or the Services, if Customer's systems, equipment, or processes fail to satisfy the Technical Requirements, are misconfigured or are otherwise incompatible with Expereo Equipment and/or the Services. Expereo may suspend the provision of any Service for which Technical Requirements have not been complied with by Customer within the specified period (or, if not specified, a reasonable period determined by Expereo in the circumstances).

2.10. Safeguarding Network Integrity. In order to safeguard the integrity of the network or provisioning of the Service(s), Expereo may take measures and give instructions to the Customer that Expereo considers necessary in order to prevent or correct issues or deficiencies in the network or the Service and the Customer hereby agrees to immediately follow all such instructions or to allow Expereo, its Affiliates and/or its Suppliers access to any location to prevent or correct any such issues or deficiencies.

2.11. Local Environmental Conditions and Power Standards. Customer shall be responsible to prepare and maintain the local environmental conditions and power standards as required in preparation for the delivery of the Service and for the duration of the Service. As part of this responsibility the Customer shall provide power (sockets) to Expereo at the relevant site or premises when and where required. Clause 14.4 shall apply if the Customer fails to fulfil any of its obligations under this Clause 2.11.

2.12. Returning Expereo Equipment at End of Service Term. Upon the end of a Service Term for any reason, Customer shall (or shall procure that User shall) at its cost and risk promptly return any Expereo Equipment to the location notified to Customer by Expereo. Expereo is entitled to invoice to Customer, and Customer shall pay to Expereo within thirty (30) days of the invoice date, any costs (including equipment replacement costs, third party costs (such as courier and postage fees) and administrative fees) arising out of or in connection with Customer's and/or User's failure to return Expereo Equipment to Expereo within thirty (30) days after the end of any Service Term.

2.13. Construction Costs. Except to the extent expressly agreed in writing by Expereo, Expereo shall not be responsible for any build or construction work, including wireless or fibre infrastructure construction work. If so agreed by Expereo:

- a. any costs of build or construction work shall be borne by Customer in full; and
- b. Expereo shall not be required to commence any such work until Customer has agreed in writing the scope of work and to pay the relevant costs in full.

2.14. Regulatory Compliance. Customer shall ensure that it (and shall ensure that any User) complies with all applicable laws (including local regulatory requirements) regarding its obligations under the Agreement and the use and receipt of the Services.

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2.15. Feasibility. Availability of a service can only be ensured after the ordering of that service and a feasibility check has been completed. A positive check available prior to ordering does not guarantee that the service with the ordered speed can be provisioned. Expereo will notify the Customer in such cases and will use reasonable endeavours to provide an alternative if possible.

2.16. Use of the Service. Customer may use a Service for its own internal business purposes (except in the case of Resellers, who may only use a Service to the extent required for the purpose of creating an end product to sell to its own customers), provided that Customer:

- a. complies with all applicable laws and licences applicable to Customer in any territory where a Service is provided;
- b. shall remain responsible for any access and use of the Service by Users, all charges incurred and compliance with all terms and conditions under the Agreement by it. For clarity, Customer shall be liable for breach of the Agreement if any User or third party causes Customer to breach the Agreement (or contributes in any way to Customer's breach of the Agreement).
- c. ensures that Customer terminates access immediately for anyone who is no longer authorised by Customer to use a Service;
- d. shall not make unauthorised modifications to the Services;
- e. shall not use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities, except to the extent expressly permitted in writing by Expereo if Customer is a Reseller;
- f. shall not do anything that causes Expereo's or Supplier's network to be impaired; and
- g. shall not (and shall ensure any User does not) use the Services in a way that: (i) may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights; or (ii) is illegal, fraudulent or contrary to good faith or commercial practice to Expereo's detriment. Customer shall (and shall ensure Users) comply with the AUP in using the Services; and
- h. save as expressly permitted under the Agreement, Customer shall not resell, distribute, provide or sublicense the Services or any equipment (except Customer Equipment) to any third party. However, where Customer is a Reseller, Customer is permitted to resell, distribute and provide the Services as part of its end product within the specified territory and subject to any restrictions and/or conditions imposed by Expereo, provided always that Expereo shall have no liability in respect of the end product, nor to any users or purchasers of the Customer's end product.

Customer shall notify Expereo immediately of any breach of security or unauthorised use of the Services. Any breach by Customer of this Clause 2.16 shall constitute a material breach of the Agreement. Without prejudice to the foregoing, Expereo may suspend any Service where the Customer is in breach of this Clause 2.16. Notwithstanding any other provision of the Agreement, Customer's obligation to pay Service Charges shall continue during any period of suspension of Service under the Agreement.

2.17. Customer's Obligation. The obligations and responsibilities of Expereo under the Agreement are solely to the Customer and not to any third party or any User. Customer will keep harmless and indemnify Expereo, its Personnel, Affiliates and Suppliers against any Losses arising out of or in connection with any third-party claim (including Users) in relation to Customer's breach of the Agreement, including Clause 2.16.

2.18. End-of-Life

2.18.1 From time to time, Expereo or a Supplier may cease providing, marketing, selling or sustaining the whole or any part of a Service (including any equipment, hardware and/or software) and/or declare that such Service is end-of-life ("**End-of-Life Service**"). The date on which the End-of-Life Service ends is the "**End-of-Life Date**". Expereo shall use reasonable endeavours to provide Customer as much notice of the End-of-Life Date as reasonably practicable in the circumstances. Provided that the Parties agree a new SOF for a replacement order, where such Service is an End-of-Life Service,

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Expereo shall, at Customer's cost, use reasonable endeavours to replace the End-of-Life Service (or part thereof) with another Service ("**Replacement Service**") and continue to provide the Replacement Service for at least the remainder of the relevant Initial Term (or Renewal Term, as applicable) for the End-of-Life Service. By way of example, the Replacement Service may include a forced migration, under which a new circuit is required to be installed at Customer's site(s)

2.18.2 Any use of the End-of-Life Service by Customer after the End-of-Life Date shall be entirely at the Customer's risk and Customer shall indemnify and keep indemnified Expereo against all Losses (including consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by Expereo in connection with, or paid or agreed to be paid by Expereo in settlement of, any claim arising out of Customer's continued use of the End-of-Life Service beyond the End-of-Life Date.

2.19. Service Changes. Customer understands and agrees that from time to time Expereo may need to make changes to its Services, provided that these changes do not materially adversely affect the Services. Such changes may include the following:

- a. altering, adding, removing, or changing features of the Services;
- b. substituting the Services with materially comparable Services;
- c. modifications to account for changes and/or developments in the technology used for the Services;
- d. adding, changing or removing Expereo equipment;
- e. changing the Services to comply with applicable law, rules and/or regulations; and/or
- f. changing the Services to protect Expereo's or Suppliers' network integrity and security.

2.20. Service Monitoring. Without prejudice to the AUP, Customer consents for the Term for Expereo to monitor Customer's or User's use of the Service on behalf of Supplier(s) (and disclose and otherwise use the information obtained) to: (a) the extent permitted by applicable law; (b) comply with applicable law; (c) protect Suppliers' networks from misuse; (d) protect the integrity of the public internet, Expereo and its Affiliates' systems and/or Suppliers' systems and networks; (e) the extent necessary to determine if Customer or User has breached any conditions or restrictions on use of the Service; (f) provide the Service; and/or (g) take other actions agreed or requested by Customer.

2.21. Service Level Targets. The terms set out under 'Availability' and 'TTR Priority' in the SOF are targets only. Expereo will provide reasonable efforts to achieve these targets. Service credits are not applicable and non-achievement of such stated targets by Expereo will not constitute a breach of the Agreement.

3. TAXES, GOVERNMENTAL CHARGES

3.1. Service Charges. Any fees and charges set out in quotes and in the Agreement (including any SOFs), are exclusive of any:

- a. Applicable Taxes; and
- b. indirect taxes, including any related interest and/or penalties and other government duties, as well as any other costs including transaction costs or bank transfer fees, (collectively, "**Taxes**").

Customer is responsible for all Taxes associated with the Services and the Agreement, excluding any Taxes based on Expereo's employees, property and/or net income (e.g. corporate income Taxes).

3.2. Payment of WHT. If payment of any amount of the Service Charges is subject to WHT, Customer will deduct the WHT and pay it to the relevant tax or governmental authority within the period required by applicable law. Where Customer deducts WHT, Customer will immediately (at Expereo's option):

- a. gross up its payments to Expereo such that the net amounts received by Expereo after all deductions and withholdings will be not less than what would have been received had the payments not been subject to the WHT; or

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b. indemnify Expereo for the amounts deducted from the payment to Expereo.

- 3.3. Non-Payment of WHT.** If Customer fails to comply with Clause 3.2, Customer shall indemnify and hold harmless Expereo, its Affiliates and Suppliers against any Losses arising out of, or in connection with, Customer's breach of Clause 3.2 (including costs of external advisors, attorneys and/or other resources to recover payment of WHT deducted at source). If any tax or governmental authority asserts any claim that Customer should have made a deduction or withholding for or on account of any WHT, Customer shall indemnify and hold harmless Expereo and its Affiliates for the total amount of WHT due, together with any interest, fines and/or penalties resulting from the late payment or non-payment of the WHT and any other Losses incurred or suffered in defending the claim against the relevant authority.
- 3.4. Exemption Evidence.** If Customer believes itself to be exempt from payment of or liability for any Applicable Taxes and does not want to get invoiced for these Applicable Taxes, it must provide Expereo with the relevant certificate(s) demonstrating its entitlement to the exemption.
- 3.5. Survival.** Customer's obligations under this Clause 3 will survive the expiration or termination of the Agreement.
- 3.6. Change in Service Charges due to Regulatory Changes.** In addition to Clause 3.7, Expereo shall be entitled to vary Service Charges where changes are imposed or caused by applicable law. Any delay or failure by Expereo to perform any of its obligations under the Agreement which is caused or contributed to by a restriction of a legal or regulatory nature or change in applicable law shall not constitute a breach of the Agreement.
- 3.7. Indexation.** In each calendar year, Expereo shall be entitled to increase the Service Charges by:
- 3.7.1** a percentage with reference to the annual change in the applicable consumer price index ("CPI") published by the relevant body(ies) (or similar index or an average of two or more consumer price indices, including those published by the European Central Bank and US Bureau of Labor Statistics or any successor or replacement body) as determined by Expereo ("CPI Rate"); plus
 - 3.7.2** an additional 3% on top of the CPI Rate. If the CPI Rate is negative, this will be ignored and the additional 3% will still apply.

4. BILLING, PAYMENT

- 4.1. Service Charges.** All Service Charges shall be exclusive of Applicable Taxes, except to the extent expressly specified otherwise in the T&Cs. Any fees, charges, costs and expenses, including Service Charges, shall be payable by Customer within thirty (30) days of the invoice date (except to the extent an earlier period is expressly specified in the Agreement), by transferring the invoiced sums into the relevant bank account designated on the invoice, without any set-off or deduction. Invoices will be sent electronically to Customer's dedicated billing email address, as stated in the SOF. All Service Charges and any amounts due under the Agreement shall be paid in EUROS ("**Billing Currency**"), except to the extent expressly stated otherwise in the Agreement.
- 4.2. Exchange Rates.** Foreign exchange rates are applicable when Expereo sources products and Services in a local or other currency which is not the same as the Billing Currency. Currency value variations regarding the sourcing currency relative to the Billing Currency shall be reflected monthly at the invoice final amount. Unless expressly stated otherwise in the Agreement, the actual NRC and MRC invoiced to the Customer are derived from the local in-country currency, multiplied by the local currency exchange rates as provided by Open Exchange Rates (www.openexchangerates.org), on the 24th day of the applicable month (or the last business day prior to the 24th, if the 24th is not a business day).
- 4.3. Billing Principles.** Subject to Clause 4.4 and except to the extent expressly specified otherwise in the Agreement, the following charges and billing principles shall apply for Services:
- 4.3.1** Non-Recurring Charges shall be invoiced by Expereo on or after the RFS Date;
 - 4.3.2** Monthly Recurring Charges shall be invoiced monthly in advance on or after the RFS Date; and

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- 4.3.3** Usage-based charges and charges based on times and material rates shall be invoiced monthly in arrears on or after the RFS Date.
- 4.4. Billing start date.** Expereo shall be entitled to invoice Customer for Services on and from the dates set out in Clause 4.3 above, except as otherwise expressly set out in the Agreement, including Clause 2.5.
- 4.5. Billing Structure and Changes.** Expereo shall send a consolidated invoice to Customer for all Services provided under the Agreement at the frequency set out in Clause 4.3. Any changes to the agreed billing structure (including any change to the billing entity), specifications for the invoice, invoice template or the method of invoicing shall be requested via Expereo's billing change request form signed by Customer and shall only become effective after thirty (30) days following written acceptance by Expereo (unless a shorter period is agreed in writing by Expereo). Where Expereo has not (yet) accepted the requested billing change, Customer shall bear all responsibility for late payment, including late payment interest pursuant to Clause 4.6. Expereo reserves the right to reject the requested billing change in its sole and absolute discretion.
- 4.6. Interest.** Expereo reserves the right to charge to Customer, and Customer shall pay such amounts to Expereo in accordance with Clause 4.1:
- a. interest from the due date until the date of payment received by Expereo of the relevant amount, at a per annum rate of two (2) percentage points above the statutory interest rate for commercial transactions (de wettelijke rente voor handelstransacties), compounded daily; and
 - b. reasonable debt collection costs, including any debt collection agency costs and legal expenses.
- 4.7. Disputes.** If Customer has a reasonable and bona fide dispute in respect of the whole or any part of an invoice then Customer shall promptly notify Expereo of the nature of such dispute in writing (in any event within fourteen (14) days of the invoice date) ("**Notice Period**"), with Customer providing all relevant details (including detailed reasons and any supporting evidence) of the disputed amount. If Customer does not notify Expereo within the Notice Period providing all such relevant details, Customer will be deemed to have approved the full amount of the invoice. Customer shall pay the undisputed part of the invoice in accordance with Clause 4.1. The Parties shall cooperate reasonably and in good faith to resolve the dispute regarding the invoice as amicably and promptly as possible. On resolution of any dispute, Customer shall make the appropriate payment (if any) within five (5) Business Days of such resolution and Clause 4.6 shall apply regarding late payments after this date. Expereo may charge the costs of investigating such disputes (including administrative costs) to Customer, and if so charged, Customer shall pay such costs to Expereo in accordance with Clause 4.1.
- 4.8. Failure of Payment.** Any failure to pay Service Charges or any fees or charges by the due date under the Agreement by the Customer shall be deemed a material breach of the Agreement and without prejudice to Expereo's other rights and remedies under the Agreement, at law or otherwise, on provision of fourteen (14) days prior written notice to the Customer, Expereo at its sole and absolute discretion shall be entitled to:
- a) restrict, suspend or terminate provision of the relevant Service and Expereo shall be wholly released from its obligations under the Agreement until any balance due is paid or until such other material breach is remedied;
 - b) terminate the Agreement without any liability to Customer and without prejudice to Expereo's rights and remedies available under the Agreement, at law or otherwise (including the right to be paid sums due); and/or
 - c) recover Expereo or Supplier equipment and the Customer shall pay to Expereo such reasonable recovery charges (including de-installation charges) as may be notified by Expereo to Customer.

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5. DURATION, TERMINATION

- 5.1. Duration of the Agreement.** This Agreement shall take effect from the SOF Date and continue until all Service(s) under the SOF have expired or terminated ("Term").
- 5.2. Duration of the Services.** The initial term of each Service under a SOF shall commence from the relevant RFS Date and continue for the greater period of: (a) twelve (12) months; or (b) the period set out in the relevant SOF ("Initial Term"). Following the expiry of the Initial Term, each Service shall be extended for successive periods of twelve (12) months (or such other greater period set out in the SOF) or as required by applicable law (each a "Renewal Term").
- 5.3. Terminating Services.** Either Party may terminate a Service for convenience on or after the RFS Date by providing three (3) months' prior written notice to the other Party. In the event Customer exercises such termination right, Expereo shall be entitled to invoice, and Customer shall pay to Expereo within thirty (30) days of the invoice date, the applicable Early Termination Fees in respect of the remaining period of the Initial Term or Renewal Term (as applicable).
- 5.4. Terminating Services before RFS Date.** Either Party may terminate a Service before the RFS Date by written notice to the other Party. In the event Customer exercises such termination right, Expereo shall be entitled to invoice, and Customer shall pay to Expereo within thirty (30) days of the invoice date, the applicable Early Termination Fees in respect of the full period of the Initial Term.
- 5.5. Termination for Material Breach.** Either Party shall be entitled to terminate the affected Service(s) or the Agreement if the other Party commits a material breach of the Agreement, and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- 5.6. Termination for Insolvency.** Either Party shall be entitled to terminate the Agreement (in whole) immediately on written notice if the other Party is the subject of a bankruptcy proceeding or order, or becomes insolvent, or makes any arrangement or compositions with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or goes into liquidation or if a receiver or administrator is appointed over its assets. This Clause 5.6 excludes any corporate restructuring, amalgamation, debt activity or similar arrangement in the ordinary course of either Party's business.
- 6. Expereo's Termination Rights.** In addition to any other termination rights under the Agreement, at law or otherwise, Expereo shall be entitled to terminate the affected Service(s) or the Agreement (in whole or in part) immediately on written notice if one of the following events occurs:
- a. **Force Majeure.** A Force Majeure Event prevents the performance of the whole or a substantial part of either Party's obligations in relation to that Service for a continuous period of thirty (30) days after the date on which it should have been performed. Expereo shall be entitled to pass through any costs (including Supplier costs) it incurs as a result of such termination and Customer shall pay such costs within thirty (30) days of receipt of the relevant invoice;
 - b. **Regulatory authority.** Any governmental or regulatory authority with competence and/or jurisdiction over the Parties and/or the Services ("Regulator") determines that the provision of the relevant Service under the Agreement is contrary to existing laws, rules or regulations or any decision, law or other official governmental order makes the provision of the Service illegal or a Regulator requests Expereo to cease providing any part of the Services. In each case, Expereo shall have no liability to Customer;
 - c. **Regulatory requirement.** In respect of either Party and/or the receipt or provision of any Service, any of the authorisations or regulatory formalities required was or is not obtained, is withdrawn or is no longer valid for whatever reason;

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d. **Non-payment.** In the circumstances set out in Clause 4.8b).

6.2. Suspending Services. Expereo shall be entitled to immediately and without prior notice suspend the provision of part or all of the Services and (where applicable) to disconnect, switch off, block access to and/or remove Expereo Equipment, including its data and/or cables, in the following circumstances:

- a. if and to the extent Expereo is:
 - (i) requested to do so by a Regulator;
 - (ii) required to do so to comply with any applicable law; or
 - (iii) required to do so pursuant to an order of a court;
- b. Customer fails to comply with applicable law with respect to the use or receipt of Services;
- c. if the quality or availability of Service(s) provided by or on behalf of Expereo to other customers is, or is threatened to be, adversely affected by the conduct of Customer, its Personnel or Users, or the Customer's, its Personnel's or User's equipment, hardware or cables;
- d. if the safety of persons or property is (or is threatened to be) adversely affected by the conduct of Customer, its Personnel or any User;
- e. if Customer, its Personnel or any User breaches (or is reasonably suspected to be, or threatened to be, in breach of) the AUP; and/or
- f. in case of an emergency or any Force Majeure Event.

If the cause of the suspension is attributable in any way to Customer, its Personnel or Users, Customer shall be obliged to pay all Service Charges due throughout the period of suspension. Expereo reserves the right to terminate the Services with immediate effect if one of the above circumstances in this Clause 5.8 persists for longer than thirty (30) days.

6.3. Lifting the Suspension. The suspension of Services under Clause 5.8 shall be lifted as soon as reasonably practicable after the grounds giving rise to the suspension have ceased to exist. To lift the suspension and resume the provision of the Service(s), Customer shall reimburse to Expereo forthwith on demand any costs incurred by Expereo relating to the suspension and/or resumption of Services (including reconnection charges and Supplier costs).

6.4. Early Termination Fees. Where a Party exercises its right to terminate under Clause 2.5, 5.3, 5.4, 5.5, 5.7 or 5.8 b), c), d) or e), in addition to any amounts due to Expereo prior to the effective date of termination, Expereo shall be entitled to invoice, and Customer shall pay to Expereo within thirty (30) days of the invoice date, the applicable Early Termination Fees in respect of the remaining period(s) of the Initial Term(s) and/or Renewal Term(s) (as applicable) for the relevant Service(s).

6.5. Suppliers. Customer acknowledges and agrees that the Services (in whole or in part) may be provided by Supplier(s). In addition to the rights to terminate the Service set out in this Clause 5, Expereo shall be entitled to terminate or suspend a Service or the Agreement (in each case, in whole or in part) if a Supplier terminates or withdraws (directly or indirectly) a Customer's right to use a Service for any reason, including if a Supplier withdraws a service from the market for any reason (e.g. for commercial reasons and/or Force Majeure Event). In such event, Expereo will provide as much notice as is reasonably practicable, and Expereo will be excused from any obligation to provide the relevant affected Service and from any liability related to failure to provide the relevant Service.

7. WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

7.1. Warranties. To the maximum extent permitted by applicable law, Expereo expressly excludes all representations, warranties, terms and conditions, whether express or implied (and including those implied by statute, custom, law or otherwise), except as expressly set out in the Agreement. Expereo specifically disclaims all warranties of any kind, whether express or implied,

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including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Expereo makes no warranty that the Services will meet the Customer's requirements, nor that the Service(s) will be uninterrupted, timely, secure, or error free. No advice, information, or expectation, whether oral or written, obtained by Customer through use of the Service shall create any warranty not expressly stated in the Agreement. Expereo disclaims all liability and responsibility for the content of any communication transmitted by Customer, its Personnel, any User or other third party via the Services, and disclaims all liability and responsibility for unauthorised use or misuse of the Services. Customer shall take appropriate measures to back up data and otherwise protect against loss of data under the Agreement.

7.2. Liability. Nothing in the Agreement shall exclude or limit a Party's liability for:

- a. damage caused by intentional misconduct (opzet) or gross negligence (bewuste roekeloosheid);
- b. fraud or fraudulent misrepresentation;
- c. any other matter that cannot be limited or excluded by applicable law;
- d. any indemnity under the Agreement;
- e. Customer's breach of Clause 9, 10, 11 and/or 12; and
- f. payment of Service Charges, Early Termination Fees and interest by Customer.

7.3. Exclusion of Liability. Without prejudice to Clause 6.2, Expereo shall under no circumstances be held liable for:

- a. loss of profits and/or loss of revenue;
- b. loss, degradation and/or corruption of information or data;
- c. loss of business opportunity;
- d. loss of anticipated savings or wasted expenditure;
- e. depletion of goodwill or loss of reputation;
- f. Losses arising out of or in connection with Customer's breach of Clause 9, 10, 11 and/or 12;
- g. Losses arising out of or in connection with Customer's failure to follow Expereo's instructions in relation to a Service; and/or
- h. any indirect, special or consequential loss, damage or expense, including loss of profits, revenue, goodwill, management time or anticipated savings or any other form of indirect, special or consequential loss.

The Parties acknowledge and agree that any Loss or other amounts paid or payable to any Supplier by Expereo or any Affiliate shall be recoverable as a direct loss under the Agreement. Excluding always claims in relation to death, personal injury or damage caused by intentional misconduct (opzet) or gross negligence (bewuste roekeloosheid) to which the statutory limitation period shall apply, Customer waives the right to bring a claim against Expereo arising out of or in any way relating to the Agreement (including any SOF) more than twenty-four (24) months after the date of the event giving rise to the claim.

7.4. Aggregate Liability. Subject to Clauses 6.2 and 6.3, and without prejudice to any limitation of liability contained elsewhere in the Agreement, each Party's aggregate liability to the other Party in any Contract Year arising under or in connection with the Agreement, whether in contract, tort, breach of statutory duty or otherwise (including in each case, negligence), shall not exceed:

- a. two hundred and fifty thousand Euro (€250,000) per event or series of related events; and
- b. five hundred thousand Euro (€500,000) in the aggregate for all events.

7.5. Indemnification. Customer shall defend, indemnify and hold Expereo, its Personnel and Affiliates harmless against any Losses they may incur or suffer arising out of or in connection with any third-party claim, demand, action or proceeding relating to the Agreement including in respect of:

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- a. any content, designs or specifications that have not been provided by or on behalf of Expereo;
- b. Customer's or any User's combination or use of any part of a Service with equipment, software or another service which Expereo has not provided;
- c. Customer modifying or replacing a Service, without Expereo's prior written authorisation;
- d. Customer's or any User's use of any Service in a way not permitted by the Agreement;
- e. Customer's failure to adopt modifications or replacements made by Expereo or its Suppliers to the Services to avoid potential infringement of any third party's IPR;
- f. Customer's failure to follow Expereo's instructions in relation to a Service;
- g. non-compliance with applicable law with respect to the use or receipt of Services (including any equipment, hardware or software), anti-bribery (including Articles 177 and 328 ter of the Dutch Criminal Code), anti-corruption, modern slavery, data privacy and/or international communication or exportation of technical data;
- h. any claims by third parties howsoever arising out of or in connection with: (a) any services that will be provided by Customer to such third parties using the Services; or (b) any false or misleading representations made by Customer with respect to the Services, Expereo or Customer's relationship with Expereo;
- i. any claims by third parties for infringement of any IPR, arising out of or in connection with the use or receipt of any services, equipment and software not provided by Expereo or of the improper use of Services, equipment or software provided by Expereo; and
- j. any act, omission or non-compliance of Customer with any permit, licence, authorisation or exemption that may be required for the use, receipt or operation of the Services by Customer, or non-compliance of Customer Equipment with applicable law or applicable telecommunication industry standards, rules or regulations.

7.6. Reporting. Any alleged failure by Expereo to perform its contractual obligations and any damage arising from or in connection with any unavailability, delay, interruption, disruption, degradation of the Services or negligent conduct of Expereo shall be reported in writing to Expereo without undue delay, but in any event within thirty (30) calendar days of the Customer becoming aware of it. Expereo shall not be liable for any such failure or damage that is not reported by Customer within this period, unless Customer proves that it could not reasonably have known and reported such failure or damage within such period.

8. INSURANCE

Customer will maintain, throughout the term of the Agreement, with a licensed insurance company rated A- or better by A.M. Best, a Commercial General Liability insurance in an amount not less than one million Euro (€1,000,000) per occurrence, and two million Euro (€2,000,000) general aggregate; All insurance carried by Customer will be primary and non-contributory with any insurance carrier by Expereo.

9. FORCE MAJEURE

9.1. Force Majeure Events. The affected Party shall not be liable to the other Party and shall be relieved from its affected obligations (except the obligation to make payments) under this Agreement if such failure is caused by or arises as a result of a Force Majeure Event, provided that the affected Party has complied with Clause 8.2.

9.2. Notification. The Party seeking to rely on a Force Majeure Event shall as soon as reasonably possible, notify the other Party about the occurrence of such event and the estimated extent and duration of its inability to perform the affected obligations under the Agreement. **8.3 Mitigation.** The Party seeking to rely on the Force Majeure Event shall use reasonable endeavours to mitigate the effects of the Force Majeure Event.

10. CONFIDENTIALITY, PUBLICATIONS

10.1. Confidential Information. Each Party acknowledges and agrees that any information received

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from the other Party, which is: (a) marked “confidential”, “proprietary” or similar indication; (b) is expressly advised by the disclosing Party to be confidential; or (c) which the receiving Party would reasonably construe to be confidential in the circumstances (including Expereo charges, price books, quotes and names of Suppliers), (“**Confidential Information**”) shall remain confidential for the term of this Agreement and for a period of three (3) years thereafter, except to the extent an exception under Clause 9.3 applies. The Parties’ obligations under this Clause 9 shall extend to the non-publicising of any dispute arising out of this Agreement.

10.2. Use of Confidential Information. The receiving Party shall: (a) only use it in relation to the Services; (b) restrict disclosure of Confidential Information solely to those Personnel of such Party and its Affiliates, professional advisors or consultants, with a “need to know” (“**Permitted User**”), and not disclose it to any other person or entity without the prior written consent of the disclosing Party; (c) to safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data; and (d) to ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement. The receiving Party shall ensure that the Permitted User is bound by confidentiality provisions that are substantially similar to those contained in this Clause 9.

10.3. Non-Applicability of Confidentiality. The obligations of confidentiality under this Clause 9 shall not apply to information which:

- a. is already in the possession of, or which is previously known to, the receiving Party at the time of its receipt from the disclosing Party, other than by breach of confidentiality;
- b. is in or comes into the public domain other than by breach of confidentiality;
- c. is obtained from a third party who is permitted to disclose such information, or has been generated by the receiving Party without any use of the Confidential Information received from the disclosing Party;
- d. is required by law, regulation or judicial order or the rules of a relevant stock exchange to be disclosed.

10.4. End of Term. In the event of termination or expiry of this Agreement, upon written request of the disclosing Party, the receiving Party shall return the disclosing Party’s Confidential Information within a reasonable period, or at the disclosing Party’s option, and where reasonably practical, destroy any remaining Confidential Information and certify that such destruction has taken place, provided however that each Party may retain one copy of all work product and relevant project documentation for archival and audit purposes, subject always to the obligations of confidentiality under this Clause 9.

10.5. Publications. Upon entering into the Agreement, the Parties are entitled to announce publicly the fact that they have entered into an agreement for the provision of Services for the purpose of their marketing activities. Expereo shall have the right to contact Customer and to use Customer for future references. Any other publicity, announcements and/or press releases about or in relation to the Agreement shall require the prior written consent of the other Party (which shall not be unreasonably withheld or delayed).

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Original Owners’ Rights. IPR will continue being the original owner’s property whether the rights existed before or after the SOF Date. All IPR in any deliverables, documents, content, software and other materials created by or on behalf of Expereo under the Agreement shall vest in Expereo on creation.

11.2. Mutual Grant of Licence. Subject to the restrictions and terms set out in this Agreement, Expereo and Customer each respectively grant (or shall procure the grant) to the Customer, or to Expereo and its Affiliates and Suppliers, a licence to use any IPR owned by or licensed to it or its Affiliates, to the extent that such licence is required by the other Party to perform its obligations or receive the benefits under this Agreement, including for the Customer, the use of the Expereo Platform. Except to the extent expressly authorised otherwise in writing by Expereo

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in advance:

- a. each licence under this Clause 10.2 is granted on the basis that the licence is:
 - I. for the Term only;
 - II. applicable only within the territories where the Services are provided; and
 - III. non-exclusive, non-assignable, non-transferable, non-sublicensable and revocable; and
- b. Customer shall not permit any third party to use the Expereo Platform (including by granting any sublicense to use the Expereo Platform to any third party or providing Customer's credentials to access the Expereo Platform to any third party).

11.3. Restrictions. Customer shall not (and will ensure that any third party or User does not) copy, decompile, adapt, translate, disassemble, modify, correct errors or reverse engineer any software or material (including in respect of the Expereo Platform) provided by or on behalf of Expereo under this Agreement. Customer shall (and shall ensure its Personnel and Users shall) comply with this Agreement (including this Clause 10) and the Expereo Platform T&Cs in respect of the use of the Expereo Platform.

11.4. Third Party Terms. In addition to the terms of this Agreement, Customer shall comply with any third party terms (including end user licence terms) that apply to the use of the Service (including any software, equipment or materials provided as part of the Service) ("**EULA**"). Customer acknowledges and agrees that Services can only be provided by Expereo if Customer has entered into such EULA. By accepting the terms of the EULA, Customer agrees:

- a. to comply with the EULA for any use of the Service;
- b. to accept responsibility in accordance with the EULA for use of the third party's service accessible through the Services;
- c. that it enters into the EULA for its own benefit and that the rights, acknowledgements, undertakings, warranties and indemnities granted under the EULA are between Customer and the third party; and
- d. any Loss suffered by Customer or the third party under the EULA will be enforceable only between Customer and that third party and will not be enforceable against Expereo, its Affiliates or other Suppliers.

11.5. Infringement of Third Party Rights. Expereo shall use reasonable endeavours to ensure that the use by Customer of the software, equipment or other materials provided by Expereo in connection with the Service(s) shall not infringe any third party's IPR.

11.6. Infringement. If it is established by a court of law with competent jurisdiction that Customer's use of a Service in accordance with this Agreement infringes any third party's IPR, Expereo may, at its option: (a) secure the right to continue using the relevant Service(s); (b) replace or modify the Services so it is no longer infringing; or (c) terminate the infringing Service(s) and reimburse Customer for any Service Charges paid for Service(s) by Customer but not yet received. This Clause 10.6 sets out the Customer's sole and exclusive remedy in respect of any Loss arising out of or in connection with infringement of any third party's IPR.

12. DATA PROTECTION & PRIVACY

12.1. General Obligation. Each Party shall comply with their respective obligations under the EU General Data Protection Regulation ("**GDPR**") and/or any other data protection and privacy laws, as applicable to each Party. In this Agreement, the following terms each have the meaning given to it in the GDPR: "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".

12.2. Cooperation. Customer shall cooperate with Expereo and provide such information and assistance as Expereo may require to enable it to: (i) deal with and respond to all investigations and requests for information relating to the Personal Data Processed under this Agreement from a Data Subject or from any Supervisory Authority; and (ii) handle any Personal Data breach relating to the Services without undue delay in accordance with the requirements of the GDPR

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and applicable privacy laws. Each Party shall notify the other Party if it reasonably suspects or becomes aware of any Personal Data Breach in respect of any Customer Personal Data under this Agreement.

12.3. Customer Sharing Data with Expereo. Where Customer shares Personal Data with Expereo, the Customer warrants and undertakes that it has complied with all necessary obligations imposed on it under the GDPR and applicable law, including ensuring that it has either: (i) obtained all necessary consents to transfer the Personal Data to Expereo; or (ii) secured another lawful basis, in accordance with the GDPR and applicable law, to share such Personal Data with Expereo for the Processing envisaged by this Agreement and has provided appropriate privacy notices to the relevant Data Subjects (as required by the GDPR and applicable law) to enable it to share the Personal Data with Expereo for the purposes envisaged by this Agreement.

13. COMPLIANCE

13.1. Warranties. Customer:

- a. represents, warrants and undertakes that it: (a) is duly organised, validly existing, and in good standing under the laws of the place of its origin; (b) complies with all applicable law; (c) has implemented, maintains and enforces policies (including codes of conduct, privacy policies and anti-corruption policies) in compliance with all applicable law (including the GDPR and any applicable privacy law); and (d) complies with all relevant policies of Expereo referred to in this Agreement or made available to Customer from time to time;
- b. shall ensure it (and any User) shall not engage in any practice, conduct and/or commit any act or omission in breach of any applicable law relating to anti-bribery, corruption or modern slavery in the territory(ies) in which it receives the Services; and
- c. shall ensure it (and any User) shall not engage in any practice, conduct and/or commit any act or omission outside the territory(ies) in which it receives the Services which would give rise to a breach of any applicable law relating to anti-bribery, corruption or modern slavery if the relevant act or omission had been committed in the territory(ies) in which it receives the Services;
- d. shall ensure it (and any User) shall comply with Expereo's ethics, sustainability, modern slavery and anti-bribery and corruption policies, as Expereo may update from time to time ("Relevant Policies");
- e. shall establish, maintain and enforce its own policies and procedures (including any adequate procedures under the Dutch Criminal Code, OECD Convention on Combating Bribery, UN Convention against Corruption and any other applicable law) to ensure compliance with the Relevant Policies and this Clause 12.1;
- f. shall notify Expereo in writing if it becomes aware of a breach under this Clause 12.1 or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement; and
- g. shall comply with all applicable law with respect to the receipt and use of Services and in operating its business. Customer shall not knowingly do anything which may cause Expereo or its Affiliates to breach applicable law.

13.2. Export Control. The Customer acknowledges and agrees that products, software, and technical information (including, but not limited to, Service, technical assistance and training) provided under the Agreement may be subject to export laws and regulations of the European Union, the USA and other countries, and any use or transfer of the products, software, and technical information shall comply with applicable law. The Customer will only use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) in compliance with all applicable export regulations. If requested by Expereo, the Customer shall sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

14. GOVERNING LAW, JURISDICTION, DISPUTE RESOLUTION

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14.1. Governing Law. This Agreement, together with any issues, disputes or claims arising out of or in connection with this Agreement (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the law of the Netherlands.

14.2. Cooperation Obligation. Each Party shall cooperate with the other Party in good faith in connection with any matters arising from this Agreement.

14.3. Dispute Resolution. The Parties shall endeavor to amicably resolve any dispute concerning the implementation or interpretation of their Agreement. The Parties agree to use reasonable endeavours to work out a settlement within thirty (30) days following the day of written notification of the dispute. No later than two (2) weeks after the written notification of the dispute, the Parties' representatives shall meet in person. In case the Parties' representatives cannot find a solution for the dispute within the thirty (30) day period, the dispute shall be escalated to the next manager level, who shall use reasonable endeavours to find a solution within two (2) weeks. Any dispute that cannot be settled amicably between the Parties shall be finally settled by three (3) arbitrators appointed in accordance with the Arbitration Rules of the International Chamber of Commerce. The place of arbitration shall be in Amsterdam, the Netherlands, and the arbitration shall be conducted in the English language. This Clause 13.3 does not exclude the possibility for either Party to seek preliminary, interlocutory or injunctive relief or the collection of any payment of sums due to it and outstanding under the Agreement from a court of law with competent jurisdiction.

14.4. Jurisdiction. Subject to Clause 13.3, all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of the Netherlands to which the Parties irrevocably submit.

15. GENERAL TERMS

15.1. Expereo as Customer's Agent. It may be necessary in certain jurisdictions, e.g. for regulatory or licensing, or tax reasons, for the Customer to obtain the Service, or part of the Service, directly from a third-party service provider pursuant to a separate agreement. Where Expereo manages such agreement on behalf of the Customer, it will only do so as an agent of the Customer and will not assume any liability under such agreement.

15.2. Entire Agreement. Except for fraudulent misrepresentation, this Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes any previous agreements or communications between the Parties regarding the same. The Parties acknowledge that, by entering into this Agreement, neither Party has relied on any statement, representation, promise, warranty, collateral contract or other assurance (made negligently or innocently) made, or agreed to, by any person, except those expressly provided for in this Agreement. Any terms of Customer diverging from the terms in this Agreement shall not be valid even if: (a) Expereo effects delivery or renders Services without reservation; or (b) Customer provides such terms to Expereo before or after entering into this Agreement, or refers to such terms in a SOF, order or any other document.

15.3. Order of Precedence. In the event of any conflict or inconsistency between the documents comprising the Agreement, the following descending order of precedence shall apply to the extent of any such conflict or inconsistency:

- a. Service Specific Terms and Conditions
- b. SOF;
- c. T&Cs; and
- d. any other

15.4. Customer Responsibilities. Customer shall promptly comply with Customer Responsibilities. Notwithstanding any other provision of the Agreement, if Customer fails to comply, or delays its compliance, with any Customer Responsibility, then to the extent caused by the Customer's failure or delay, Expereo shall be relieved from its obligations under the Agreement without any

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liability to Customer. Customer shall reimburse Expereo forthwith on demand for any costs Expereo incurs as a result of such failure or delay.

15.5. Relationship of the Parties. This Agreement does not create nor imply the establishment of an exclusive relationship between Expereo and Customer. Except to the extent required under Clause 14.1:

- a. nothing in this Agreement is intended to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties for any purpose, including in each case, for tax purposes; and
- b. neither Party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose.

15.6. Acceptable Use Policy (AUP). Customer agrees to conduct its operations in a manner that does not interrupt, impair or interfere with the operation of Expereo or its relevant Suppliers' network and/or services. Services shall be provided in accordance with Expereo's current AUP. Customer agrees to comply (and shall ensure Users' compliance) with the AUP regarding the use and receipt of any Service.

15.7. T&Cs May Change. Expereo reserves the right to amend the current version of the T&Cs at any time without prior notice. The version of T&Cs in effect as at the SOF Date shall apply to the Agreement.

15.8. Survival. Termination or expiry of this Agreement and/or any Service, howsoever caused, shall not prejudice any rights and remedies of either Party which may have accrued under this Agreement (including any SOF) up to the date of termination or expiry, and shall not affect any provision of this Agreement (including any SOF) which is expressly or by implication intended to come into or remain in effect on or after termination or expiry.

15.9. No Waiver. No failure or delay by either Party to enforce any right hereunder shall constitute a waiver of such right. For a waiver of a right to be valid, it must be agreed in writing by authorised persons and will not give rise to a continuous waiver of that right unless it is expressly stated to do so.

15.10. Third Party Beneficiaries. This Agreement is made only for the benefit of the Parties to this Agreement and is not enforceable by any other person or entity.

15.11. Sales of Goods. The Parties agree that the UN Convention of the Sales of Goods shall not apply to this Agreement.

15.12. Assignment.

15.12.1 Expereo may, from time to time, transfer, novate, assign or subcontract any of its rights and/or obligations under the Agreement to any Affiliate or to any entity which takes over responsibility for all or part of Expereo's or its Affiliate's business, or any other third party, without the prior authorisation of Customer (and Customer shall enter into any reasonably required transfer, novation or related agreement for this purpose).

15.12.2 Apart from the specific rights to transfer, novate, assign or subcontract specified in Clause 14.12a) and 14.14, neither Party may assign, novate or otherwise transfer any of its rights or obligations under the Agreement without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).

15.13. Severability.

15.13.1 If any provision in the Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties to the maximum possible extent.

15.13.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 14.13a), then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of the Agreement and the legality, validity and

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enforceability of the remainder of the Agreement shall, subject to any deletion or modification made under Clause 14.13a), not be affected.

15.14. Subcontractors. Expereo may subcontract any of its obligations under this Agreement but shall remain responsible to Customer for the provision of the Services.

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