BIZZDESIGN GROUP MASTER SERVICE AGREEMENT

IMPORTANT NOTICE! THESE TERMS AND CONDITIONS GOVERN CUSTOMER'S ACCESS TO AND USE OF THE SERVICES. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN CUSTOMER AND SUPPLIER FOR THE SUPPLY OF THE SERVICES. THEREFORE, CUSTOMER SHALL SCROLL THROUGH AND READ ALL OF THE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. CUSTOMER ACCEPTS THIS AGREEMENT AND ITS TERMS EITHER BY: (I) SIGNING AN ORDER; OR (II) ACCESSING OR USING THE SERVICES.
IF CUSTOMER ACCEPTS THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS AND WARRANTS THAT THE CUSTOMER HAS THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THESE TERMS AND CONDITIONS. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY, CUSTOMER MUST NOT ACCEPT THESE TERMS AND CONDITIONS OR OTHERWISE ACCESS OR USE THE SERVICES.

CHAPTER 1 – GENERAL TERMS AND CONDITIONS

1. DEFINITION

- **Affiliate** means any entity that, directly or indirectly, controls, is controlled by, or is under common control with the subject entity. For the purposes of this definition, "control" means the direct or indirect ownership of more than 50% of the voting rights or other equity interests of an entity, or the power to direct or cause the direction of its management and policies, whether through ownership, contract, or otherwise. An entity shall be considered an Affiliate only for the duration of such control.
- **Agreement** means the terms and conditions of this document, together with the terms and conditions included in the Order Form and the SLA.
- **Confidential Information** means all confidential information disclosed by a party ("Disclosing Party**"**) to the other party ("Receiving Party**"**), whether orally or in writing, whether or not marked as confidential or if, by its nature or the circumstances of disclosure, it reasonably should be understood to be confidential. Confidential Information of Customer shall include Customer Data; Confidential Information of Supplier shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party
- **Customer** means the organization that the Supplier has registered to use the Services and that is identified in the Order Form.
- **Customer Personal Data** refers to any information that related to a living person who can be identified, either directly or indirectly.
- **Documentation** means the help content accessible within the Services, as well as any then current user manuals, data sheets, or other printed or electronic materials provided directly or indirectly to the Customer in connection with the Services. This includes materials made available online at https://help.bizzdesign.com or another dedicated online website indicated by Supplier, as updated by Supplier from time to time at its sole discretion. Documentation does not include training materials, content licensed or sold separately, or any custom specifications provided specifically to the Customer by Supplier or any third party.
- **Effective Date means** the last date of signing of this Agreement and Order Form (as defined below) or any other contractual document by duly authorized representatives of all of the Parties.
- **Order Form / Statement of Work / Purchase Order** (hereinafter Order Form) means (i) any document executed by the Parties that sets forth the Services to be provided by Supplier to the Customer, the applicable Fees, and any other terms and conditions relating to such order, or (ii) any purchase order issued by the Customer in compliance with this Agreement and accepted by Supplier. Each Order Form shall be incorporated into and form an integral part of this Agreement. For the avoidance of doubt, the Customer acknowledges and agrees that, under no circumstances, shall any additional or contrary general purchasing terms or equivalent provisions included in its purchase orders or other documentation apply to this Agreement or govern the Services, even if received, accepted, approved, or signed by Supplier.
- **Party / Parties** refers to either Supplier or the Customer individually ("Party") or together ("Parties").
- **Product** means the standard software package delivered by Supplier subject to the right to use granted as set out in this Agreement and Order Form.
- **Professional Services** means any consultancy and/or support services provided by Supplier to Customer pursuant to this Agreement.
- **SaaS Service** means access to the Product in SaaS as described in the Order Form, including related maintenance and support, made available to Customer as part of their subscription and for which they must pay the applicable subscription Fee. The term "SaaS Service" excludes third-party products.
- **Services** means the services ordered by Customer under the Order Form. Depending on the applicable Order Form, the Services may include SaaS Service**,** Software**,** and/or Professional Services.
- **Service Level Agreement (SLA)** means the Service Level Agreement concerning e.g. support, maintenance and service availability applicable for the SaaS Service.
- **Software** means the software products identified in an Order Form.
- **Supplier** means the entity named in the Order Form that provides the Services.
- **Support** means the technical support services provided by Supplier in connection with the Services, including the delivery of updates, bug fixes, patches, and upgrades, as generally made available by Supplier to its subscribers.
- **Third Party Products** means any software, components, tools, or content that are developed by third parties (including open-source software) and that are either embedded in, integrated with, or provided alongside the Services.
- **User** means an individual who is authorized by Customer to use the Services.

2. CONTRACTUAL SCOPE & ENTITLEMENT

2.1. Contractual Scope

This Agreement is comprised of the following documents, which together form an integral part of this Agreement and, in the event of any conflict or inconsistency, shall apply in the following order of precedence:

(i) the applicable Order Form(s);
(ii) the terms and conditions set forth in this Agreement and its Chapters; and
(iii) Exhibits, such as the Service Level Agreement(s) (SLA).

These documents apply to the exclusion of any other terms and conditions, including those of the Customer, regardless of whether they are referenced in or attached to a purchase order, invoice, or any other document issued by the Customer.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior written and oral agreements and communications related to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by duly authorized representatives of the Parties. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver or a continuing waiver of such rights. If any provision of this Agreement is found to be void, invalid or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable.

2.2. Entitlement

Customer and its Affiliates may procure Services under this Agreement during the Framework Term ("Entitlement").
Any Customer Affiliate may enter into one or more Order Forms directly with the relevant Supplier Affiliate, and each Order Form shall constitute a separate binding agreement between those parties.
Each Order Form shall be subject to this Agreement. In case of conflict, the applicable Order Form shall prevail solely between the parties to that Order Form
Each Order Form shall be governed by the law and jurisdiction applicable to the relevant Supplier Affiliate as set out in Exhibit A.
Each Customer Affiliate and Supplier Affiliate shall be solely responsible for its obligations under its Order Form. Neither Customer nor Supplier shall be jointly or severally liable for the obligations of its Affiliates unless expressly agreed otherwise in writing.

3. TERM AND TERMINATION

3.1. Term and Renewal

The term of this Agreement (the "Framework Term") shall commence on the Effective Date and continue for one (1) year. Thereafter, it shall automatically renew for successive one (1) year periods, unless either party give at least three (3) months' written notice prior to the end of the end of the then-current Framework Term.
The term of each individual Order Form shall be as specified therein. If no term is specified, the Order Form shall have the Initial Term of one (1) year and shall automatically renew for successive one (1) year periods (each a "Renewal Term", together with the Initial Term, the "Term"), unless either party gives at least three (3) months' written notice prior to the end of the then-current term.
Termination or expiration of an individual Order Form shall not, in itself, terminate this Agreement or any other Order Form. Termination or expiration of this Agreement shall not affect any then-current Order Form, which shall remain subject to this Agreement until its expiration or termination.

3.2. Termination for cause

Either Party may terminate this Agreement and/or any individual Order Form, with immediate effect by written notice if the other Party materially breaches any of its obligations under this Agreement or the applicable Order Form and the continued performance under this agreement is unbearable for the non-breaching Party, including but not limited to the Customer's failure to pay any undisputed invoice when due, which shall be deemed a material breach.
Prior to termination, the non-defaulting Party shall issue a formal written notice requiring the defaulting Party to remedy the breach within thirty (30) calendar days from the date of receipt of such notice. If the breach is not fully cured within this period, this Agreement or the affected Order Form (as applicable) may be terminated immediately, without prejudice to the terminating Party's right to claim damages.
In the event of a serious material breach that is not reasonably remediable, the non-defaulting Party may terminate this Agreement or the affected Order Form, immediately upon written notice, effective on the date of delivery.
In the event of termination by Customer for Supplier's material breach, Supplier will refund a pro-rated portion of the applicable unused Services Fees under the affected Order Form. In the event of termination by Supplier for Customer's material breach, all remaining Services Fees under the affected Order Form will be immediately due and payable. Finally, once terminated with respect to an Order Form, the Customer must cease any use of the Services provided under such Order Form and uninstall it, if applicable.

3.3. Termination for convenience

Neither party may terminate this Agreement or any Order Form for convenience, unless expressly agreed in writing between the parties.

3.4. Effects of Termination

Provided all Fees due to Supplier under the terminated Order Form have been paid in full, upon Customer's written request made within thirty (30) days after the effective date of termination of the applicable Order Form, Supplier will make available at Supplier´s then-current hourly consulting services rates, to Customer in a standard data format a copy of its Customer Data then residing in the Services provided under such Order Form.
Customer Data shall be inspected by Customer for completeness within five (5) days of delivery, provided that such inspection period shall in no event extend beyond the thirty (30) day period following termination of the relevant Order Form. If Customer has not notified in writing Supplier within that period that the file is incomplete, the file shall be deemed to be accepted by Customer as being complete and fit for use.
Thirty (30) days after the effective date of termination of the applicable Order Form, Supplier shall have no obligation to maintain or provide any Customer Data relating to such Order Form and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.
Furthermore, if the applicable Order Form terminates, then the usage and access rights granted by one party to the other under the Order Form will cease immediately and Customer must cease any use of the Services provided under such Order Form and uninstall it, if applicable.

3.5. Surviving provisions

The termination or expiration of this Agreement or an Order Form shall not affect any provisions that, by their nature or express terms, are intended to survive such termination or expiration. Without limitation, the following provisions shall survive effects of termination, confidentiality, intellectual property rights, limitation of liability, payment obligations (with respect to amounts accrued prior to termination and any applicable data export fees), governing law, and this survival clause.

4. PRICE

4.1. Fee

Fees for Services are set forth in the Order Forms. Except as otherwise specified herein or in an Order Form, (i) Fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancellable and Fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription Term stated on the Order Form.

4.2. Price Increase

Upon expiry of the Initial Term (and thereafter, upon expiry of each Renewal Term) the new Fee (provided that the Services continue to be contracted on a like for like basis) shall be the Renewal Fee increased by the greater of: (a) 5%; or (b) the total percentage increase, over the duration of the expired Term or Renewal Term, of the most recently published Consumer Price Index issued by the national statistical authority of the jurisdiction agreed between the parties. If Supplier has not increased the Fee in one or more years, then it shall be entitled in the next year to increase the Fee up to the total percentage of the increases that were possible in the preceding years. Any adjustments to the Fee shall be documented in the relevant invoices and/or Order Form. No new contract or amendment is required.
In the event the Customer exceeds the agreed scope of use (including, but not limited to, exceeding licensed volumes of data or number of Users), the Supplier may, without prejudice to any other rights or remedies, adjust the Fee accordingly with effect from the date the exceedance began. A reduction in actual usage during the Term of the Agreement (e.g., a decrease in the number of licensed Users) shall not entitle the Customer to any fee reduction, refund, or credit.

4.3. Taxes

Unless explicitly indicated otherwise by Supplier Fees set forth herein do not include any foreign, federal, state, or local sales, value added, use, withholding or other similar taxes, tariffs, or duties, however designated, levied against the sale, licensing, delivery or use of Services provided under this Agreement. Customer shall pay or reimburse Supplier all taxes, tariffs, or duties of whatsoever nature and whosoever imposed in connection herewith. If any payment due in respect of any invoice is subject by law to any withholding tax, the amount of fees due to Supplier shall be grossed up by an amount necessary to ensure that Supplier receives the amount stipulated in the applicable Order Form after payment of the withholding tax.

4.4. Invoicing and Payment Term

4.4.1. Subscription Fees for SaaS Service and Software are invoiced annually in advance, for the first contractual year on the date of execution of the Order Form, and thereafter on the anniversary date of the execution date of the Order Form.

4.4.2. Professional Services Fees are invoiced as follows: (i) fixed price, as set forth in the related Order Form or SOW, (ii) time and material, at the end of the month in which Services are provided, unless otherwise agreed in the Order Form or SOW.

4.4.3. Fees are payable within thirty (30) calendar days from the date of the invoice.

4.5. Payment Dispute

Customer may dispute any invoiced amount in good faith by providing written notice detailing the nature and basis of the dispute within eight (8) calendar days of the invoice date. Any undisputed amounts shall remain payable in accordance with the agreed payment terms. Invoices not disputed within this period shall be deemed accepted and payable in full.

Supplier shall not enforce its rights under the "Suspension of Services" provisions with respect to amounts timely disputed in good faith, provided the Customer is cooperating diligently to resolve the dispute.

4.6. Late Payment

In addition, Supplier may apply a late payment penalty which will be invoiced based on a rate equal to 10% per year, prorated on a daily basis. These late penalties will be due the day after the due date. Where recovery costs incurred exceed this flat-rate amount, in particular in the event of recourse to an external recovery agency, or consulting and legal fees, Customer shall be liable, upon justification, for all recovery costs incurred by Supplier. The indemnity will be due in full even in the event of partial payment of the invoice on the due date, regardless of the duration of the delay.

4.7. Suspension of Service

If any charge owing by Customer is thirty (30) days or more overdue, Supplier may, without limiting its other rights and remedies, automatically suspend services until such amounts are paid in full, provided Supplier has given Customer ten (10) or more days' prior notice that its account is overdue in accordance with the "Notices" section below.

5. WARRANTY

5.1. Mutual Warranties

Each Party represents and warrants that it has the full right and power to enter into and perform its obligations under this Agreement.

5.2. Supplier Warranties

Supplier warrants that: (i) the Services, when properly used, will perform substantially in accordance with the Documentation/Specifications/Statement of Work; and (ii) the Services are subject to standard virus scanning methods designed to detect and remove malware. Supplier DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE. SUPPLIER DOES NOT AND CANNOT CONTROL OR WARRANT THE FLOW OF DATA TO OR FROM SUPPLIER'S OR CUSTOMER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. THE WARRANTIES IN THIS CLAUSE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. CONFIDENTIALITY

6.1. Confidential Information

Each Party agrees (a) not to use or disclose to any third party the Confidential Information disclosed by the Disclosing Party for any purpose other than as contemplated by this Agreement, and (b) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but in any case, to use commercially reasonable efforts. The confidentiality obligations of this Agreement shall not apply to information received by the Receiving Party that: (a) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (b) is or becomes publicly available, other than through unauthorized disclosure; or (c) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the foregoing exceptions, the Receiving Party will give the Disclosing Party prompt notice prior to such disclosure.

6.2. Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Intellectual Property Rights Indemnity

Supplier will indemnify Customer from any third party action against Customer to the extent proximately based on an allegation that the use of the Services infringes an intellectual property right registered in a nation that is a signatory to and enforces the Paris Convention, and pay those damages or costs (including reasonable attorney's fees) incurred by Customer related to the settlement of such action or finally awarded against Customer provided that Customer:

(a) promptly notifies Supplier of any such action; and
(b) gives Supplier full authority, information, and assistance to defend such claim; and
(c) gives Supplier sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

7.2. Exceptions

Supplier will have no indemnity obligation nor other liability under this Agreement to the extent the claim is based upon: (i) Services modified by anyone other than Supplier; (ii) use of other than the then-current release of any fat clients or plug-ins provided to Customer for the purposes

of accessing and using the Services, if the infringement could have been avoided by use of the then-current release and such current release has been made available to Customer; (iii) use of the Services in conjunction with other software, hardware or Customer data, where such use gave rise to the infringement claim; (iv) use of the Services in a manner inconsistent with its Documentation; or (v) use of Services other than as expressly authorized in this Agreement.

7.3. Remedy

If Supplier determines that the Services are likely to be the subject of a claim of infringement, Supplier may, in its sole discretion: (i) replace or modify the Services; (ii) procure the right for Customer to continue using the Services; or (iii) terminate access to the Services and refund to Customer a pro-rated portion of the applicable unused Services fees. THIS SECTION STATES SUPPLIER'S EXCLUSIVE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY REGARDING ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY THE SERVICES OR ANY MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

7.4. Customer Indemnity

Customer will indemnify Supplier from any third party action against Supplier to the extent proximately based upon an allegation arising from: (i) any access to or use of Customer Data with the Services; or (ii) modification or use of the Services with any Customer applications, provided that Supplier (a) promptly notifies Customer of any such action; (b) gives Customer full authority, information, and assistance to defend such claim; and (c) gives Customer sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

8. LIABILITY

8.1. Limitation of Liability

EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES THAT MAY ARISE IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICES. SUPPLIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
THIS LIMITATION DOES NOT APPLY TO SUPPLIER'S OBLIGATIONS UNDER SECTION 7.
EXCEPT FOR SUPPLIER'S OBLIGATIONS UNDER SECTION 7, SUPPLIER'S TOTAL AGGREGATED LIABILITY UNDER EACH ORDER FORM FOR MONETARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE FEES PAID UNDER THE RESPECTIVE ORDER FORM FOR THE SERVICES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

8.2. Fraud and gross negligence

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE SUPPLIER'S LIABILITY FOR FRAUD, OR LIABILITY RESULTING FROM WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR TO THE EXTENT SUCH LIMITATION OR EXCLUSION IS CONTRARY TO THE PROVISIONS OF MANDATORY LAW.

9. CUSTOMER'S DATA

9.1. Operational Data; Feedback

Supplier will automatically collect information associated with Customer's access and use of the Services, including, without limitation application telemetry, IP addresses, IP configurations, stored sessions, open ports, Credentials, network metadata, and device operating system, status, version and configuration and, when using Generative AI, user inputs, augmented inputs, responses and results (collectively, "Operational Data"). Supplier may use the Operational Data to monitor, analyze, develop, support or improve the Services. Customer grants to Supplier the right to use any suggestions, enhancement, requests, recommendations, corrections or other feedback provided by Customer relating to the Services to improve the Services.

9.2. Customer's Data

With the exception of Operational Data, Customer owns all content, information, materials and intellectual property provided by Customer in connection with Customer's use of the Services ("Customer Data"). Customer is solely responsible for: (i) its provision and use of Customer Data with the Services; (ii) the accuracy, quality and content of the Customer Data; (iii) assessing the Services suitability for Customer's intended use; and (iv) obtaining all necessary rights, consents and permissions. Customer will comply with all applicable laws, in its provision and use of Customer Data in connection with the Services. Customer grants Supplier a worldwide, irrevocable, non-transferable, non-assignable (except as permitted under this Agreement), sub-licensable, non-exclusive license to access, retrieve, store, copy, display, distribute, transmit and otherwise use Customer Data associated with the Services as follows:

(a) in connection with maintaining, providing and/or making available the Services; and
(b) as reasonably required in order to cooperate with legitimate governmental requests, subpoenas or court orders, provided that Supplier gives Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Supplier is legally prohibited from doing so.

9.3. Subcontracting Data Processing

Customer acknowledges and agrees that Customer Data will be hosted and stored by third-party hosting partners of Supplier. Customer also consents to Supplier transferring its rights and obligations resulting with respect to the processing of Customer Personal Data to (a) third-party(ies) and/or to engage (a) third-party(ies). Supplier will inform Customer duly about such transfer and/or engagement and about the identity of such third-party(ies). Such transfer and/or engagement do not affect the obligations of Supplier towards Customer in any way. Supplier will impose on such third- parties engaged for the data processing the same responsibilities and obligations as are imposed on Supplier in this Agreement with respect to the processing of Customer Personal Data.

9.4. Privacy Notice

Supplier will collect and process any Operational Data that qualifies as Personal Data in accordance with its then current Privacy Notice available at https://bizzdesign.com/legal/privacy-policy.

9.5. Security

Supplier will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Supplier will comply with its then current Information Security Policy as amended from time to time and available on request (subject to a written confidentiality agreement between the Parties).

10. AI COMPONENTS AND GENERATED CONTENT

10.1. AI Generated Content

The Services may include components that utilize artificial intelligence ("AI") to generate content ("AI-Generated Content") either from user inputs or contextual information derived from content provided by the Customer. Supplier will automatically collect information associated

with user inputs, augmented inputs, responses and results as part of Operational Data as defined under the clause "Operational Data; Feedback". The AI Generated Content is provided "as is" and without any warranty of any kind, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Supplier makes no representations or warranties regarding the accuracy, completeness, reliability, or suitability of the AI Generated Content and shall not be liable for any damages, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages, arising out of or in connection with the use of the AI Generated Content.

10.2. Role as Integrator

For the purposes of the EU AI Act, the Supplier acts solely as an integrator of AI components and does not develop or modify the underlying AI technologies. The Supplier's role is limited to integrating these components into the Services.

10.3. Data Processing

AI-Generated Content will require that Customer Data be transmitted to and temporarily stored and processed in locations other than the associated Data Storage Location referenced in this Agreement. Upon Customer's request, Supplier shall provide Customer with a current list of its sub-processors. The Supplier shall take reasonable measures to ensure the security and confidentiality of the Customer Data during such processing. The Customer further represents and warrants that the user inputs when using AI components do not contain any personal data as defined under Art. 4 GDPR. Customer shall indemnify the Supplier in full against any claims by third parties (including data protection supervisory authorities) arising from Customer's failure to comply with this clause.

10.4. Explicit Consent

By using the AI-Generated Content, the Customer acknowledges and agrees to the terms of this clause as well as the relevant terms of the respective AI provider (https://aws.amazon.com/service-terms/ for AWS/Bedrock and https://www.microsoft.com/licensing/terms/productoffering/onlineservices for Azure AI).

10.5. Disable access to AI

At the written request of the Customer, the Supplier shall disable access to AI-Generated Content features within the Services.

11. THIRD-PARTY PRODUCTS

The Services may include or be provided in conjunction with third-party software, tools, or open-source components. The use of any such Third-Party Products is entirely at the Customer's discretion, and the Customer acknowledges that it is solely responsible for deciding whether or not to use them.

Third-Party Products may be subject to separate license terms and conditions, including End User License Agreements ("EULAs"), which will either be referenced in the applicable Order Form or separately communicated to the Customer for agreement. These third-party terms and EULAs, to the extent binding on the Supplier under its agreements with the relevant third-party owners, shall also be binding on the Customer.

The Supplier makes no warranties and assumes no liability with respect to Third-Party Products, including their availability, performance, compatibility, or continued support. Use of such products is at the Customer's own risk and subject solely to the applicable third-party terms.

In the event the Supplier is no longer authorized to distribute, support, or maintain a particular Third-Party Product due to expiration or termination of the relevant Third-Party Products or agreement the Supplier may, where feasible, offer the Customer a commercially reasonable substitute without material loss of functionality. The Customer shall have the option to accept or reject such substitute at its sole discretion.

If no substitute is accepted, the Supplier's sole obligation and the Customer's exclusive remedy shall be a prorated refund of any prepaid fees for the unused portion of the affected Third-Party Product unless no separate license fee for the Third-Part product is applicable. Under no circumstances shall the Supplier be required to continue providing access to any Third-Party Product after its distribution rights have expired or been terminated.

12. EXPORT CONTROL

12.1. Export Control:

To the extent that any national and international export control, sanctions and trade control laws and regulations apply to this Agreement, the Parties agree to comply with the same and obtain any required approval, reporting and/or information obligations. Customer shall defend and indemnify the Supplier against any liability arising from any breach of this clause by the Customer. Supplier is not required to perform any obligation under the Agreement if prohibited by such export control laws, regulations or restrictions.

12.2. Usage Restriction:

Customer confirms that they are entitled under all applicable export regulation to use the Services in lawful manner and also confirms that they will not use, access or provide access to the Services in any manner that violates an applicable economic, financial or trade prohibition, sanction or embargo, which may include but is not limited to such prohibitions, sanctions or embargoes enacted or imposed by law or other restrictive measure and administered or enforced by (i) the United Nations Security Council, (ii) the United States government, (iii) the European Union or any of its member states' governments, (iv) the United Kingdom, (v) the Singaporean government, (vi) the Swiss Confederation, or (vii) any other authority that has jurisdiction over the Customer, Supplier or the relevant project or activity for which the Cloud Services are being used, accessed or provided.

13. MISCELLANEOUS

13.1. Assignment

Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent, to: (i) one of its Affiliates, or (ii) in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of its assets, provided that such assignment does not involve a direct competitor of the non-assigning party. Any attempted assignment in violation of this clause shall be null and void. The non-assigning party's sole remedy for a breach of this provision shall be the right to terminate this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

13.2. Independent Contractors

The Parties are independent contractors and have no power to bind or incur obligations on the other Party's behalf.

13.3. Subcontractors

Supplier may engage subcontractors to perform all or any portion of the Services. Supplier remains liable for the performance of the subcontractor in conformance with the relevant terms and conditions of the Agreement.

13.4. Non-poaching

Customer shall not recruit any present or future Supplier's employee. This applies regardless of the specialization of the employee. It shall also apply if the recruitment is a result of a first solicitation from an employee. This provision shall apply throughout the performance of the Agreement and for a period of twelve months from the end of the Agreement. In the event of non-compliance with this provision, Customer shall pay to the Supplier a penalty equal to the gross annual salary of the employee.

13.5. Marketing

Customer agrees that, while this Agreement is in effect, Supplier may identify Customer as a customer in its public relations, marketing, promotional and sales materials, including on Supplier's website, and may use Customer's corporate name, logo, trademarks and a reference to Customer's website (including a hyperlink) solely for such purposes. Any such use shall be in accordance with Customer's applicable brand guidelines, if provided to Supplier in writing.

13.6. Notices

All notices and demands relating to this Agreement must be in writing and sent to the other Party at the address set out in the applicable Order Form to the attention of such Party's legal department, unless a different address or recipient is designated by a Party. All notices and demands will be effective upon delivery when: (i) delivered in person with signed receipt; (ii) sent via email (provided that no delivery failure or out-of-office message is received); (iii) sent by registered mail (return receipt requested); or (iv) sent by nationally recognized trackable carrier service.

13.7. Force Majeure

The Supplier shall not be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by events, circumstances, or causes beyond its reasonable control, including but not limited to: acts of God, terrorism, war, civil unrest, governmental actions, fire, explosion, flood, electrical or internet outages, strikes or labor disputes, or delays by third parties. If a Force Majeure prevents either party from performing its material obligations under this Agreement for a continuous period exceeding ninety (90) calendar days, either party may terminate this Agreement upon written notice to the other party, without liability for such termination.

13.8. Dispute Resolution

In the event of a dispute, each Party will appoint a senior management representative to negotiate in good faith to resolve the dispute before commencing formal proceedings. Formal proceedings may not commence until 30 days have passed since the initial request to negotiate the dispute; provided, however, that a Party may file for formal proceedings at any time to avoid the expiration of any limitations period, preserve a superior position with respect to other creditors, or apply for interim, injunctive, or equitable relief.

13.9. Governing Law and Jurisdiction

This Agreement, and any dispute or claim arising out of or in connection with it, its subject matter, or its formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the country or state where Supplier has its registered office OR as set out in Exhibit A without giving effect to its conflicts-of-laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Commercial Code (UCC). Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country or state where Supplier has its registered office OR (as applicable) as set out in the column entitled "Court of Jurisdiction" in the table set out in Exhibit A for the resolution of any dispute or claim arising out of or in connection with this Agreement or the legal relationships established by it.

13.10. Electronic Signature

The Parties agree that this Agreement may be executed by electronic signatures, which shall be deemed as legally binding and enforceable as original signatures. Electronic signatures may be exchanged through any secure electronic means agreed upon by the Parties. Such execution shall have the same effect as a signed original document, and the Parties acknowledge that they are entering into a legally binding agreement upon their execution of the Agreement electronically. This Agreement has been signed by the Parties in two (2) identical copies, of which the Parties have each taken one (1).

Bizzdesign

EXHIBIT A – GOVERNING LAW AND JURISDICTION

IF THE SUPPLIER IS REGISTERED IN	GOVERNING LAW IS	COURT OF JURISDICTION IS
France	France	Tribunal de Commerce de Paris In the event of lack of juridiction, Tribunal Judiciaire de Paris
Australia	NSW - Australia	NSW - Australia
Singapore	Singapore	Singapore
United States	State of Massachusetts	State of Massachusetts EACH PARTY WAIVES ALL RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF THIS AGREEMENT
Mexico	United Mexican States	Mexico City
Brazil	Brazil	Sao Paulo
Italia	Italy	Milan
United Kingdom	England and Wales	London
Germany	Germany	Berlin
Morocco	Morocco	Casablanca
Netherlands	Netherlands	Almelo
Belgium	Belgium	Brussels
Canada	Province of Ontario and Canada	Ontario
India	India	Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English
Saudi Arabia	Kingdom of Saudi Arabia	Saudi Arabian court or judicial tribunal of competent jurisdiction.
United Arab Emirates	Dubai International Financial Center ("DIFC")	Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the DIFC, Dubai, UAE. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of the Dubai International Financial Center ("DIFC").

CHAPTER 2 – SAAS SERVICE TERMS

The provisions of this Chapter 2 – SaaS Services apply in addition to the general terms and conditions set forth in the main body of this Agreement. These provisions shall specifically govern the supply, access, and use of any SaaS Service provided by the Supplier under this Agreement.

1. DEFINITION

- **Bureau Service** means the processing of data of third parties and/or the aggregation and processing of data on behalf of third parties.
- **Control** means the exercise of control of more than 50% of the voting share capital of any relevant entity or the ability of the controlling entity to elect a majority of the controlled entity's board of directors or similar governing body.
- **Defined Collection** means those entities which (at the date of this Agreement) are controlled by the Customer for so long as they remain under the control of the Customer.
- **Third Party Access – Defined Collection** means Third Parties that are any businesses, government entities, persons or other entities who are not by definition the Customer.

2. PROVISIONS OF SAAS SERVICES

2.1. Usage Rights

Subject to Customer's payment of the agreed Fees Supplier grants the Customer a non-exclusive**,** non-transferable license to access and use the SaaS Service, in accordance with this Agreement and the applicable Documentation, for the duration specified in the relevant Order Form, and solely for the Customer's or its Affiliates internal business purposes.
The license is granted on a worldwide basis, subject to any limitations under applicable export control and/or trade regulations, and if any is strictly limited to the scope (perimeter) defined in the Order Form. In the event the Customer exceeds the licensed scope set out in the Order Form, Supplier reserves the right to invoice additional Fees based on the prices in effect on the date of regularization, without limiting any other rights or remedies the Supplier may have.
Only authorized Users may use the SaaS Service, in accordance with the rights and obligations granted under this Agreement, and the Customer is fully responsible for their actions and the security of their login credentials.
Unless otherwise stated in the Order Form, the SaaS Service is licensed per User for the amount of Users purchased. Additional subscriptions may be added during the term at Supplier's then-current rates, prorated for the remaining term. Subscriptions are assigned to the specified number of Users and may not be shared but can be reassigned to replace former Users.

2.2. Extended Usage Rights

2.2.1 Service Bureau

The licences in respect of the SaaS Service referred to in this Agreement include the extended usage right "Service Bureau - Defined Collection". Provided that the Customer is not in default under this Agreement it may use the SaaS Service in connection with the provision of Bureau Services for the benefit of any number of third parties within the Defined Collection (as defined below) and not further or otherwise. Access to the SaaS Service by the relevant third parties in a manner which is coincidental to the provision of such Bureau Services is permitted. The Customer will be responsible to ensure that any access to and use of the SaaS Service by such the relevant third parties shall at all times be in accordance with the terms and conditions of this Agreement.

2.2.2 Third Party Access

The licences in respect of the SaaS Service referred to in this Agreement include the extended usage right "Third Party Access - Defined Collection". Provided that the Customer is not in default under this Agreement it may permit any number of third parties within the Defined Collection (as defined below) to access the SaaS Service or Customer data through the SaaS Service solely in a manner consistent with the use by the Customer of the SaaS Service in accordance with the rights granted under this Agreement and not further or otherwise. For the purpose of this extended usage right, sub-contractors of Customer who, subject to Customer's directives, are provided temporary access to the SaaS Service and operate on Customer's computer systems in order to fulfil an obligation arising from a contractual relationship with Customer shall not be considered Third Parties.

2.2.3 Defined Collection

The "Defined Collection" of third parties means those entities which (at the date of this Agreement) are controlled by the Customer for so long as they remain under the control of the Customer. "Control" means the exercise of control of more than 50% of the voting share capital of any relevant entity or the ability of the controlling entity to elect a majority of the controlled entity's board of directors or similar governing body. For the purpose of this extended usage right, sub-contractors of Customer who, subject to Customer's directives, are provided temporary access to the SaaS Services in order to fulfil an obligation arising from a contractual relationship with Customer ("Purpose"), shall be deemed part of the Defined Collection, but only for the duration and extent necessary to achieve the Purpose.

3. RESERVATION RIGHTS

Supplier retains full ownership of all intellectual property related to the SaaS Service, Documentation and associated materials. The Customer receives usage rights to the SaaS Service as described in this agreement only; no ownership rights to the SaaS Service are transferred. The Customer retains all rights and ownership in any content created through its use of the SaaS Service.

4. RESTRICTIONS

The Customer must comply with all relevant laws and except as otherwise stated in an Order Form or under section "Extended Usage Rights" above must not:

- Use the SaaS Service beyond what is allowed in the Agreement; and
- Use the SaaS Service as a service bureau, as an application service provider, to perform consulting or training services for any third-party or in any commercial time-share arrangement; and
- Resell, lease, sublicense, or otherwise share the services with third parties unless explicitly permitted; and
- Reverse-engineer, alter, or copy the SaaS Service or make derivative works; and
- Harm or disrupt the SaaS Service or data, including unauthorized access, malware transmission, or penetration testing without consent; and
- Share performance data of the SaaS Service; and
- Access the SaaS Service to build a competitive product or service, or copy any features, functions or graphics of the SaaS Service; and
- Use the SaaS Service to store or transmit illegal, offensive, or infringing content.

5. SUSPENSION OF SERVICES/ACCESS

Supplier may suspend Customer's access / SaaS Service (i) in case of non-compliance with this Agreement, including in the event of non-payment by the Customer or in order to: (ii) comply with any law, regulation, government or court order; or (iii) prevent any degradation of the SaaS Service caused by Customer. Supplier will promptly resume the SaaS Service if and when the cause of the suspension has been removed.

6. SERVICE LEVEL

The SaaS Service shall be provided in accordance with the applicable service level commitments defined by the Supplier for each SaaS Service, as set forth in the relevant Service Level Agreement (SLA) and attached or referred in Exhibit B that is binding upon the Parties. The Customer agrees to promptly notify the Supplier of any circumstances that may impact, or have the potential to impact, the agreed service levels or the availability of the SaaS Service. The Supplier shall not be liable for unavailability or performance issues caused by factors beyond its reasonable control, including but not limited to third-party infrastructure failures, maintenance requirements, internet or network disruptions, or force majeure events.

EXHIBIT B – SAAS SERVICE LEVEL AGREEMENT (SLA)

All Bizzdesign SaaS-Offerings: The applicable SLA as made available via the following hyperlink and in the version valid as of the Effective Date, shall apply and form an integral part of this Agreement, and the Customer, by signing this Agreement, acknowledges having taken note of and agreed to the applicable SLA which can be found under:

https://bizzdesign.com/policies/terms-and-conditions

CHAPTER 3 – PROFESSIONAL SERVICES TERMS

The provisions of this Chapter 3 – Professional Services Terms apply in addition to the general terms and conditions set forth in the main body of this Agreement. These provisions specifically govern the delivery of any services by the Supplier to the Customer, regardless of the nature, scope, or duration of those services.

1. DEFINITION

- **Business Day** means any normal working day on which the banks are open for business in the country in which the Professional Services are delivered.
- **Commitment** means the number of consulting days identified in the Order Form.
- **Consultants** mean the consultants to be deployed by Supplier.
- **Consulting Day** means 8 working hours within the hours of 9am to 6pm on a Business Day.
- **Deliverable**s are part of the Performance of Work (only) and means any specific work product (including, but not limited to, configurations, specific developments, and customizations) or tailored documentation developed and delivered by the Supplier to the Customer in accordance with the Specifications, as a result of the work performed. Under no circumstances shall Supplier's standard product or documentation be considered a Deliverable, as they are not created or developed under this Agreement.
- **Go-Live** means the date on which the Customer commences use of the Deliverables, or any part thereof, in a live or production environment for operational or business purposes. Go-Live shall constitute the Customer's unconditional acceptance of the Deliverables, unless the Customer has expressly stated in writing, and the Supplier has formally accepted, specific reservations regarding material non-conformities prior to such use. No Go-Live shall be deemed to occur with reservations unless such reservations are clearly documented in writing and expressly acknowledged by the Supplier.
- **Period** means the period of time during which the Commitment is aimed to be provided identified (if any) in this Agreement.
- **Proposal** means any proposal from Supplier to the Customer in connection with the provision of Professional Services.
- **Specifications** are part of the Performance of Work (only) and means the formal definition of the work that the Supplier is required to perform. Specifications may consist of a set of functional and/or technical items to be delivered as part of the Deliverables and are typically set out in the **Statement of Work**. The Customer may identify certain functionalities within the Specifications as essential. Once approved, the Specifications constitute the standard against which the Customer's acceptance is assessed. If no Specifications are formally approved by the Parties, then the applicable reference for the scope of work shall be the description provided in the Supplier's proposal.
- **Statement of Work (SOW)** is part of the Performance of Work (only) and means the document agreed between the Parties that sets out the scope of Services to be performed by the Supplier, including the associated Deliverables, timelines, and Specifications. The Statement of Work forms an integral part of an Order Form and serves as the primary reference for defining the Supplier's obligations.
- **Time & Material (T&M)** means an engagement under which the Supplier performs Services and invoices the Customer based on actual time spent and materials used, at the rates and conditions agreed in the applicable Order Form. No specific result or Deliverable is owed beyond the diligent performance of the agreed activities. T&M engagements are not subject to acceptance.
- **Performance of Works (PoW)** means an engagement under which the Supplier undertakes to deliver specific Deliverables or results as defined in the applicable Statement of Work, in accordance with the agreed Specifications, scope, timelines, and acceptance criteria. A defined outcome is owed, and the risk of success remains with the Supplier.

Unless expressly stated otherwise in the headings or in the body of this Chapter 3, the provisions of this Chapter 3 shall apply equally to both Time & Material Engagements and Performance of Work Engagements. Any provisions contained in specific sections, chapters or sub-chapters of this Chapter 3 that are expressly identified as relating to one of these engagement types whether through wording in the body text or by indication in brackets such as "(T&M)" or "(PoW)" in the heading shall apply only to that specific engagement type and shall not extend to the other.

2. PERFORMANCE OF PROFESSIONAL SERVICES

2.1. Time & Material (T&M)

2.1.1 Scope of Services

Supplier will provide the Professional Services of the Consultants as defined in the Agreement to perform during the Period. Supplier's Professional Services shall be limited to consulting and support, and Supplier shall not be obliged to provide more than the Commitment under the relevant Agreement. All Professional Services will be delivered solely on a time-and-material basis. The only deliverables under the relevant Agreement are the number of days comprised within the Commitment. Hence the Parties explicitly agree that no legal provision regarding contracts for work and labor - in particular acceptance and warranty provisions - shall apply to any performance rendered under this Agreement. To the extent that the term "Project" is used in the relevant Agreement it does not intend to describe a defined deliverable to be provided by the Supplier.
Work schedules are coordinated and agreed between Customer and Supplier in written form. Customer and Supplier jointly decide on the task assignment for the Consultant deployed. Customer bears the overall responsibility for the project management and the achievement of the project objectives. Supplier will support the Customer in this regard and according to the Customer's instructions.

2.1.2 Commitment

Unless otherwise agreed in the Order Form or SOW, only Consulting Day(s) delivered during the Period will be invoiced to the Customer – there shall be no further obligation on either party in respect of any Consulting Day(s) which are not delivered during the Period.

2.1.3 Malperformances

- Service Quality: The Supplier represents and warrants that it will carry out the Services with reasonable care and skill using suitably qualified Consultant(s), exercising the requisite competence, diligence, qualifications and expertise.
- Liability for Malperformances: If the Supplier performs the Services defectively or in breach of the Agreement, the Customer may proceed in accordance with the Dissatisfaction Clause below OR request rectification within a reasonable period at no additional cost, provided the Customer notifies the Supplier in writing (text form sufficient) without undue delay, and no later than two weeks after becoming aware of or negligently failing to detect the defect. If the defect is not remedied within an additional reasonable grace period for reasons attributable to the Supplier, and the defective part is unusable and of no interest to the Customer, the Customer may reduce the agreed compensation accordingly. Further claims for defects are excluded, except in cases of intent, gross negligence, fraudulent concealment, or personal injury. The right to extraordinary termination for cause remains unaffected.

2.2. Performance of Work (PoW)

2.2.1 Scope of Work

Supplier will provide the Work to be performed by the Consultants during the Period, including delivering any Deliverables by the Delivery Date, as defined in the Statement of Work or Order Form. Where applicable, milestones shall be based on the schedule defined in the relevant Statement of Work. Supplier shall render the Work in accordance with the principles of proper professional practice and taking account of the relevant, acknowledged state of the art and technology applicable at the time of the Effective Date of the Order Form. Supplier shall perform the Work in accordance with the subject matter of the respective Statement of Work, Proposal or other agreement during regular working hours, either remotely or in person at the Customer's business or the agreed location.

2.2.2 Acceptance

The Deliverables shall be subject to formal acceptance by the Customer. Unless otherwise agreed, the Customer shall have a reasonable period not exceeding two (2) weeks from delivery to inspect the Deliverables against the agreed Specifications and testing criteria (e.g. test data, test cases). The Deliverables shall be deemed not accepted if they contain material defects, meaning defects that prevent or significantly impair the intended use of the Deliverables. Non-material defects (i.e. minor issues that do not substantially impair functionality) shall not entitle the Customer to withhold acceptance but shall be documented and remedied within a reasonable time. If material defects are identified and duly notified within the inspection period, the Customer may withhold acceptance until such defects are cured. The inspection period shall be reasonably extended in such case.

If no material defects are reported within the inspection period, the Deliverables shall be deemed accepted. Acceptance shall also be deemed to have occurred, even without a formal declaration by the Customer, if:

(a) the Customer uses the Deliverables for productive purposes (excluding testing or mitigation of damages); or
(b) the Customer fails to report any material defects within the inspection period; or
(c) the Customer otherwise acts in a manner that implies acceptance.

2.2.3 Remedies in Case of Defects/Errors

If the Deliverables are defective, the Supplier shall, at its option, either (i) remedy the defect or (ii) re-perform or replace the defective part of the Services or Work Results within a reasonable period. If the defect is not remedied within a reasonable period, the Customer shall grant the Supplier a reasonable grace period in writing. If the defect is still not remedied after expiry of such grace period, the Customer may:

(a) reduce the agreed compensation proportionally, or
(b) claim damages in accordance with the limitations of liability agreed herein, provided that the Customer has first granted the Supplier the above grace period.

Any further remedies, including the right of rescission or substitute performance, shall be excluded.

2.2.4 Change Request Procedure

Either Party may propose changes to the Work, Deliverables, Period, or Delivery Dates by submitting a written Scope Change Document that outlines the requested change in sufficient detail.

- If submitted by the Customer, the request must include the reasons and sufficient detail to enable the Supplier to assess its impact. The Supplier shall evaluate the change and respond with a written Scope Change Proposal, including the expected impact on scope, pricing, and timeline.
- If submitted by the Supplier, the proposal must include the rationale, implications, required services, and any adjustments to scope, timeline, and cost.

If the assessment of a Customer request is expected to exceed 8 hours, the Supplier may charge such effort at standard rates, subject to prior written approval from the Customer.

The Parties shall review and discuss proposed changes in good faith. The Customer must approve or reject the Scope Change Proposal in writing within three (3) Business Days of receipt. If accepted, the change must be signed by both Parties and will be incorporated into the applicable agreement. If rejected, the existing terms remain unchanged.

No change shall be implemented until agreed in writing by both Parties. Pending such agreement, the Supplier shall continue performing the agreed Work without incorporating the proposed changes. However, the Supplier may reasonably allocate internal resources to assess the request, provided this does not materially affect agreed deliverables or deadlines.

Neither Party is obliged to accept a proposed change but shall not unreasonably delay or withhold consent. Changes that do not impact the nature or scope of the Work, Deliverables, Period, or Delivery Dates are excluded from this process and may be agreed separately in writing.

2.2.5 Term and Termination

The Statement of Work, Proposal or other agreement of which these terms and conditions form part shall terminate upon completion of the delivery of the Deliverables, unless otherwise specified in the relevant Order Form or SOW. Customer has the option of terminating the Work of Supplier's Consultant at any time upon ten (10) business days' prior written notice to Supplier. The Supplier is then entitled to compensation for the work performed up to the termination date, as well as reimbursement of any expenses incurred. Additionally, the Supplier may claim lost profits.

Consulting Days prepaid and/or committed under any SOW or Order Form shall be strictly non-refundable. In the event of cancellation, termination, or non-utilization by Client, no reimbursement, credit, carry-over or offset shall be due in respect of such prepaid or payable amounts. Where the applicable SOW or Order Form specifies an expiration date for the use of Consulting Days prepaid and/or committed, any such days not utilized by Client on or before the expiration date shall automatically lapse. The Supplier shall have no liability whatsoever in respect of such lapsed days.

3. CUSTOMER'S OBLIGATION

3.1. Customer's Obligations

The Customer will at its own cost promptly provide such information, materials and facilities as Supplier or the Consultant(s) shall reasonably require to enable Supplier to perform its obligations under these terms and conditions and, in particular, shall be responsible for the fulfilment of the Customer Obligations (if any) as a condition precedent to the proper performance by Supplier of its obligations hereunder.

3.2. On-going SaaS Service and Maintenance

The Customer must maintain an ongoing SaaS Service subscription, together with a maintenance and support services agreement for all Supplier Software used in connection with this Agreement. Customer is aware that Supplier may not perform the Professional Services set out in the Agreement if this condition is not met.

4. TRAVEL AND ACCOMMODATION EXPENSES

Travel and accommodation expenses will be charged as set out in the Statement of Work, Proposal or other agreement of which these terms and conditions form part.

5. DISSATISFACTION

The Customer will notify Supplier immediately by telephone and subsequently in writing of any dissatisfaction with the Work or Services performed by any of the Consultants and shall provide reasonable evidence supporting such dissatisfaction. If Supplier agrees with the Customer that the Consultant has not performed satisfactorily then Supplier will, at the Customer's discretion, withdraw that Consultant and use reasonable endeavors to provide a replacement as soon as reasonably practical and with the minimum amount of disruption to the Work.

6. RIGHTS OF USE

6.1. Rights of Use

Supplier grants the Customer the non-exclusive, perpetual, irrevocable and non-assignable right to use the Service and/or Work Results and Deliverables, if any, for its own internal purposes. Any other uses require the express written consent of the Supplier. If and to the extent that new (co-)copyrights or other new intellectual property rights to the Services Results are created, then all rights to exploit, publish, edit and reproduce shall inure to Supplier in accordance with this section.

6.2. Supplier's Rights of Use

Nothing in any Agreement of which these terms and conditions form part shall prevent Supplier or the Consultants at any time hereafter from using data processing techniques, software programming or development techniques, tools, ideas and know-how which existed prior to any Agreement of which these terms and conditions form part or was gained during the performance of the Professional Services, in the furtherance of Supplier's normal business.

6.3. Customer's Rights of Use

Nothing in any Agreement of which these terms and conditions form part shall be construed in any way to grant the Customer a right to use in any of Supplier's standard software products. Such licenses to Supplier's standard software products shall at all times be subject to a separate software license and maintenance agreement between Supplier and Customer.

7. GENERAL TERMS

7.1. Non-Solicitation

The Customer agrees that, for the duration of the Period and for a period of twelve (12) months thereafter, it shall not, either directly or indirectly, solicit, entice, or hire any employee or contractor of the Supplier who was involved in the performance of the Services, without the prior written consent of the Supplier.

7.2. Exchange of Consultants

In the event that any of the Consultant(s) become unavailable for an extended period, Supplier will replace such Consultant(s) with personnel having equivalent skills and experience and Supplier shall, where possible, provide a period of over-lap of outgoing and incoming Consultants at no additional charge as deemed reasonably necessary by both parties to assure uninterrupted services and timely delivery.

CHAPTER 4 – ON-PREM SOFTWARE TERMS

The provisions of this Chapter 4 – On-Prem Software Terms apply in addition to the general terms and conditions set forth in the main body of this Agreement. These provisions shall specifically govern the supply, access, and use of any On-Prem Software provided by the Supplier under this Agreement.

1. SOFTWARE USE

Subject to Customer's payment of the agreed Fees Supplier grants the Customer a non-exclusive, non-sublicensable, non-transferable, limited subscription license to use the Software products identified in an Order Form, including the associated Documentation delivered with the Software, for the term set out in the Order Form and solely for Customer's own internal business operations. Customer may use the Software for its internal use subject to this Agreement and any additional terms in the applicable Order Form.

2. Extended Usage Rights

2.1. Service Bureau

The licences in respect of the Software referred to in this Agreement include the extended usage right "Service Bureau - Defined Collection". Provided that the Customer is not in default under this Agreement it may use the Software in connection with the provision of Bureau Services for the benefit of any number of third parties within the Defined Collection (as defined below) and not further or otherwise. Access to the Software by the relevant third parties in a manner which is coincidental to the provision of such Bureau Services is permitted. The Customer will be responsible to ensure that any access to and use of the Software by such the relevant third parties shall at all times be in accordance with the terms and conditions of this Agreement.

2.2 Third Party Access

The licences in respect of the Software referred to in this Agreement include the extended usage right "Third Party Access - Defined Collection". Provided that the Customer is not in default under this Agreement it may permit any number of third parties within the Defined Collection (as defined below) to access the Software or Customer data through the Software solely in a manner consistent with the use by the Customer of the Software in accordance with the rights granted under this Agreement and not further or otherwise. For the purpose of this extended usage right, sub-contractors of Customer who, subject to Customer's directives, are provided temporary access to the Software as installed and operated on Customer's computer systems in order to fulfil an obligation arising from a contractual relationship with Customer shall not be considered Third Parties.

2.3 Defined Collection

The "Defined Collection" of third parties means those entities which (at the date of this Agreement) are controlled by the Customer for so long as they remain under the control of the Customer. "Control" means the exercise of control of more than 50% of the voting share capital of any relevant entity or the ability of the controlling entity to elect a majority of the controlled entity's board of directors or similar governing body. For the purpose of this extended usage right, sub-contractors of Customer who, subject to Customer's directives, are provided temporary access to the On-Prem Software in order to fulfil an obligation arising from a contractual relationship with Customer ("Purpose"), shall be deemed part of the Defined Collection, but only for the duration and extent necessary to achieve the Purpose.

3. RESTRICTION

Except as otherwise stated in an Order Form or under section "Extended Usage Rights" above, Customer will not: (i) permit any third party (including an affiliate or contractor) to use the Software or maintain or operate the Software on Customer's behalf; (ii) use the Software for the benefit of any third party, including to process the data of any third party; (iii) disassemble, reverse engineer, or reverse compile the Software in whole or in part; (iv) modify, adapt, alter, or create derivative works from the Software; (v) merge the Software with other software; (vi) remove any proprietary notices from the Software or Documentation; (vii) use the Software other than as described in the Documentation; or (viii) use the Product as a service bureau, as an application service provider, to perform consulting or training services for any third party or in any commercial time-share arrangement. Customer may not license, sublicense, sell, resell, rent, lease, loan, lend, transfer, assign, distribute or otherwise make available the Product by any means whatsoever.

4. DELIVERY AND ACCEPTANCE

The Software and Documentation will be distributed electronically. Software will be deemed accepted upon delivery of the software activation key and download instructions and any acceptance will not be revoked. Customer is responsible for installation of the Software. Supplier reserves the right to deliver temporary licenses until full payment of fees due.

5. OWNERSHIP

Supplier or its licensors owns all intellectual property rights in and to the Software, Documentation, and all related materials and all derivative works thereof. There is no transfer or assignment by Supplier of any ownership right and Supplier reserves all rights not expressly granted under this Agreement.

6. MAINTENANCE AND SUPPORT SERVICES

Supplier will provide the maintenance and support services specified in an Order Form in accordance with the applicable maintenance and support service description, as updated by Supplier from time to time and made available to customers via the agreed SLA.

7. AUDIT

Supplier may audit Customer's use of the Software no more than once per calendar year. No later than 10 business days from Supplier's request, Customer will confirm to Supplier in writing that Customer's use of the Software complies with the Agreement and provide sufficient detail, as reasonably requested by Supplier, to enable Supplier to assess such compliance. Subsequently, Supplier or a designated consultant may perform an onsite audit of the systems on which the Software is installed for the purpose of assessing compliance with the Agreement. In the event of any non-compliance, and in addition to any other rights and remedies available to Supplier, Customer will pay the fees for any excess use of the Software from the point in time when the scope of use was first exceeded.

8. SERVICE LEVEL

The Software shall be provided in accordance with the applicable service level commitments defined by the Supplier for the Software, as set forth in the relevant Service Level Agreement (SLA) and attached or referred in Exhibit C that is binding upon the Parties. The Customer agrees to promptly notify the Supplier of any circumstances that may impact, or have the potential to impact, the agreed service levels or the

availability of the Software. The Supplier shall not be liable for unavailability or performance issues caused by factors beyond its reasonable control, including but not limited to third-party infrastructure failures, maintenance requirements, internet or network disruptions, or force majeure events.

EXHIBIT C – ON-PREM SERVICE LEVEL AGREEMENT (SLA)

All Bizzdesign Software OnPrem-Offerings: The applicable SLA as made available via the following hyperlink and in the version valid as of the Effective Date, shall apply and form an integral part of this Agreement, and the Customer, by signing this Agreement, acknowledges having taken note of and agreed to the applicable SLA which can be found under:

https://bizzdesign.com/policies/terms-and-conditions