

Signaloid Cloud Agreement

Version 3.0, last updated February 2026

This Signaloid Cloud Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of our Services (as defined below). This Agreement takes effect when you click an “Accept” button or checkbox presented with these terms or, if earlier, when you use any of the Services (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. If you do not have such authority, or do not agree with this Agreement, you must not accept it and you may not use the Services.

This Agreement is between the Signaloid entity designated on the applicable Order and the customer (individual or entity) that has purchased or otherwise been provided access by us to the Services (“**you**” or “**your**”). “**Signaloid**”, “**we**” or “**us**” means the **Signaloid** entity designated on the applicable Order.

1. Definitions

“**Affiliate**” means any entity that directly, or indirectly through intermediaries, controls, is controlled by, or is under common control with either you or us.

“**Confidential Information**” means all information disclosed (whether in oral, written, or other form, tangible or intangible) by the disclosing party (the “**Disclosing Party**”) to the receiving party (the “**Receiving Party**”) that is related to this Agreement or the Disclosing Party and is marked or designated as confidential or proprietary or similar before or at the time of disclosure, or that the Receiving Party knows or reasonably should know is confidential information of the Disclosing Party given the facts and circumstances of the disclosure of such information and/or the character of information disclosed. Confidential Information also includes this Agreement as well as the Service itself and any Service related information gained by you through the use of the Services.

“**Documentation**” means our then-current published documentation such as technical user handbooks and guides and installation instructions or similar documentation specifying the functionalities of the Services but excludes any whitepapers, community forum statements or articles, sales presentations, training material, knowledge articles or similar material.

“**Effective Date**” means the date which is the earlier of (a) your initial access to the Services, or (b) the effective date of the first Order referencing this Agreement.

“Order” means an ordering document or online order on our or a third party online purchase portal specifying the Services to be provided hereunder that is entered into between you and us.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Services” means the services that are (1) ordered by you under an Order for a subscription fee (**“Purchased Services”**), (2) provided by us to you free of charge (as applicable) as Free Services, or (3) provided by us to you as Evaluation Services.

“Subscription Term” means the period identified in the Order during which your Users are permitted to use or access the Purchased Service pursuant to the terms set forth in this Agreement. Except as otherwise specified in an Order Form, Purchased Services subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year, unless either party gives the other written notice at least 30 days before the end of the relevant subscription term.

“Third Party Application” means a third party mobile, web-based or offline software application that is able to interoperate with the Services. A Third Party Application may also be your, your Affiliates’ or your Users’ software application.

“User” means either you as the individual accepting this Agreement on her or his own behalf or, in case of acceptance of this Agreement on behalf of you as a legal entity, any individual authorized by you to use the Services as long as (i) you have purchased a subscription for such individual (or in the case of any Free Services or Evaluation Services provided by us, for whom a Service has been provisioned by us), and (ii) such individual is your employee, your Affiliate’s employee or a consultant individual using the Services solely for your or your Affiliate’s business purposes. Any such individual must have a uniquely identifying login and password to be able to use the Services, and more than one individual is not allowed under any such login and password.

“Your Data” means business information or other data uploaded to the Services through your or your Affiliates’ use of the Services or the use of a consultant individual on your or your Affiliate’s behalf. Because of the nature of the Services, we require that you do not upload Personal Data to the Services. If you intend to upload Personal Data to the Services, you have to give prompt written notice before you upload such Personal Data to the Services.

2. Service Provision, Subscriptions and Licenses, Open Source and Third Party Applications

2.1 Service Provision. The Services are hosted services you are entitled to access in accordance with the terms and conditions of this Agreement. We constantly support, improve and update the Services for all Users. We make the Services available subject to this Agreement and in accordance with applicable law. We thereby use commercially reasonable

efforts to provide availability of the Services except for planned maintenance and any unavailability caused by circumstances beyond our reasonable control.

2.2 License and Access Grants. During the Subscription Term, we hereby grant to you the non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the Purchased Services for your and your Affiliates' business purposes through Users assigned to use the Purchased Service subscribed under an Order. Any such access and use is only permitted in accordance with this Agreement, the Order, in particular with respect to the number of subscriptions purchased, the then-current Documentation and the restrictions stipulated in Section 2.3 below. The rights granted to you herein include the right to use the Purchased Services for your Affiliates or have it used by your Affiliates for their business purposes, provided that you agree to remain fully responsible and liable for your Affiliates' use of the Services under this Agreement. You will apply reasonable efforts to prevent any non-authorized access to the Services and immediately notify us upon becoming aware of any such non-authorized access.

2.3 Restrictions. You will not (i) distribute, resell, sublicense or otherwise make the Services available to anyone else but a User or use it for the benefit of anyone else than you as an individual in case you have purchased or otherwise achieved the Services for you as an individual, otherwise not for anyone else than the entity you purchased or otherwise accessed the Services for or such entity's Affiliates, (ii) use the Services other than as allowed by this Agreement and/or use the Services for any illegal purpose or for violating any rights of a third party, (iii) modify or remove any product identifications, copyright notices, trademarks, service marks or other notices contained in the Services or the Documentation, (iv) circumvent or attempt to circumvent and usage limitations or restrictions or otherwise allow use for more users than the Users, (v) use the Services for storing malware, viruses or other malicious code, (vi) interfere with or disrupt the integrity or performance of the Services, (vii) other than as permitted by applicable law, disassemble, reverse engineer, or decompile the Services, (viii) access the Services to (a) develop a competitive product or service or a product or service based on or using similar features or functions or otherwise copy any ideas or functions or (b) investigate whether or not the Services or any parts thereof fall within the scope of any patent, (ix) assert, or authorize, assist or encourage a third-party to assert, against us or any of our Affiliates, customers, licensors, partners, or vendors, any patent or other intellectual property infringement claim regarding the Services, the Documentation or any support you have purchased or used hereunder and/or (x) modify, adapt, copy, make alterations or create derivative works of the Services or any part thereof. The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Our competitors are prohibited from accessing the Services, except with our prior written consent.

You will maintain the security and confidentiality of your password. We require that you choose a unique password that is not shared with any other account or online service and practice other healthy password security habits to help avoid unauthorized access to your account. You alone

are responsible for anything that happens from your failure to maintain that security and confidentiality.

The Services are not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Services could lead to severe physical or environmental damages (“High Risk Activities”). You will not use the Services for any High Risk Activities

2.4 Results of Artificial Intelligence Applications. The Services may contain applications of artificial intelligence (“**AI**”) that run certain processes and provide you with certain AI results (“**AI Results**”). You are aware that those results are provided to you as produced by the AI and that we cannot provide any warranty or guarantee whatsoever with respect to any results produced by the AI and/or with respect to such AI running error-free. AI Results are therefore provided “as is” without any warranties, indemnification obligations or liabilities of any kind, express or implied, except where such exclusion of liability, indemnification or liability is not valid under applicable law. In such a case, our liability with respect to AI Results shall not exceed Euros one thousand (EUR 1,000) in the aggregate unless the liability cannot be limited under applicable law.

2.5 Open Source Software. The Services may contain or be provided with software modules subject to the terms and conditions of an open source software license (“**Open Source Software**”). To the extent required by license accompanying an Open Source Software, the terms and conditions of this license apply to such Open Source Software in lieu of this Agreement.

2.6 Third Party Applications. The Services may contain or be provided with software modules licensed from third parties (“**Third Party Application**”). If you enable, access or use a Third Party Application, (i) your use thereof is subject to the applicable terms between you and the Third Party Application provider, (ii) any exchange of Your Data or other data between you and any Third Party Application is solely between you and the applicable provider of the Third Party Application; (iii) we do not warrant or support Third Party Applications or other third-party products or services, even if labeled as “certified”, recommended” or “otherwise; and (iv) you are responsible for the interoperation of such Third Party Application with the Services. We do not warrant the continued availability of any Third Party Application, and may cease providing without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Application ceases to make the Third Party Application available for interoperation with the Services in a manner reasonably acceptable to us. In case you decide to use a Third Party Application together with the Services, you hereby grant to us the right to allow the Third Party Application and its provider(s) to access Your Data and information about your usage of the Third Party Application for the interoperation of that Third Party Application with the Services. If you receive notice that a certain Third Party Application has to be removed, modified and/or disabled to avoid violating applicable law, third-party rights,

this Agreement, the Documentation or any other of our terms or policies to which you are bound, you shall promptly remove such Third Party Application. If you do not do so, we may disable our access to the Services or the respective Third Party Application. Upon request, you are obliged to confirm the removal of the respective Third Party Application to us in written form, together with granting us the right to provide this to the respective provider of the Third Party Application, claimant or any governmental authority, as applicable.

3. Evaluation and other Free of Charge Licenses

3.1 Evaluation License. We may make the Services available for evaluation purposes (“**Evaluation Services**”) for a period of up to thirty (30) days as of the day they were made available to you (“**Evaluation Term**”), solely for the purpose of deciding whether or not to buy subscriptions of the Services. During the Evaluation Term, we may terminate your use of the Evaluation Services at any time. Unless terminated earlier by us, your right to use Evaluation Services and your ability to access Your Data uploaded to the Evaluation Services automatically terminate after the Evaluation Term. The foregoing does not apply in case you buy subscriptions to the Services at the end of the Evaluation Term in which case the subscriptions continue subject to the terms and conditions of this Agreement applicable during a Subscription Term.

Your use of the Evaluation Services is subject to the terms and conditions of this Agreement and the Documentation.

You agree to inform us whether or not you are interested in buying subscriptions to the Services at the end of the Evaluation Term. You will also provide feedback about your use of the Evaluation Services. You hereby grant to us and our Affiliates a non-exclusive, transferable, sub-licensable, world-wide right to use, modify, further improve and further develop and distribute and license the Services on the basis of such feedback.

3.2 Free of Charge License. We may make free of charge Services (“**Free Services**”) available to you at our sole discretion and subject to the terms and conditions of this Agreement and the Documentation. We are entitled to, in our sole discretion, terminate your access to the Free Services or any part thereof at any time without notice.

Your use of the Free Services is subject to the terms and conditions of this Agreement and the Documentation.

Free Services are provided “as is” without any warranties or liabilities of any kind, express or implied, except where liability is mandatory under applicable law.

With respect to any feedback provided to Free Services, you hereby grant to us and our Affiliates a non-exclusive, transferable, sub-licensable, world-wide right to use, modify, further

improve and further develop and distribute and license the Services on the basis of such feedback.

3.3. No Warranty, no Liability. Evaluation Services and Free Services are provided “as is” without any warranties, indemnification obligations or liabilities of any kind, express or implied, except where such exclusion of liability, indemnification or liability is not valid under applicable law. In such a case, our liability with respect to Evaluation Services or, as applicable, Free Services, shall not exceed Euros one thousand (EUR 1,000) in the aggregate unless the liability cannot be limited under applicable law.

4. Reservation of Rights

4.1 Rights to the Services. We, our Affiliates, our licensors and our vendors reserve all of their right, title and interest in and to the Services including all of their related intellectual property rights. You agree that you are obtaining only a limited right to access and use the Services on a hosted basis and you further acknowledge that nothing contained in this Agreement shall be construed to convey to you ownership of any intellectual property rights in or to any of the Services or any related methodologies or processes.

4.2 Your Feedback. You or certain Users might submit or otherwise provide us with requests, recommendations, suggestions, enhancements, corrections, or other feedback relating to the Services (“**Your Feedback**”). Your Feedback is and shall be given on a voluntary basis. Any of Your Feedback, even if designated as confidential by you, shall not, unless agreed otherwise in a separate written agreement, create any confidentiality obligation for or upon us. You will not give Your Feedback subject to license terms that seek to require any Service or Documentation incorporating, created on the basis of or derived from Your Feedback to be licensed or otherwise shared with any third party. We and our Affiliates are entitled to freely use, copy, disclose, license, distribute and exploit Your Feedback in any manner we see fit, in particular to improve our Services, without any obligation, fee, royalty or restriction based on intellectual property rights or otherwise. You hereby grant to us and our Affiliates a non-exclusive, transferable, sub-licensable, world-wide right to use, modify, further improve and further develop and distribute and license the Services on the basis of Your Feedback.

5. Protection of and Rights to Your Data

5.1 Data Processing and Protection. In providing the Services, we will (i) store, process and access Your Data solely to the extent reasonably necessary to provide you with the Services and to further improve the Services; and (ii) implement and maintain commercially reasonable technical and organizational measures designed to protect the security, confidentiality and integrity of Your Data hosted by us or authorized third party service providers from unauthorized access, use, alteration or disclosure.

5.2 Personal Data. Because of the nature of the Services, we require that you do not upload Personal Data to the Services. If you intend to upload Personal Data to the Services, you have to give prompt written notice before you upload such Personal Data to the Services. To the extent Your Data includes Personal Data nevertheless, we will process it in accordance with our Privacy Policy (“**Privacy Policy**”) and, if agreed between you and us, our Data Processing Agreement (“**DPA**”) and in compliance with the applicable laws. Upon request, you will make available to Signaloid all information necessary, and allow for and contribute to audits, including inspections, conducted by Signaloid or another auditor mandated by Signaloid, to demonstrate compliance with applicable data protection laws.

5.3 Responsibility for Your Data. You are solely responsible for the accuracy and content of all Your Data. You hereby represent and warrant to us that (i) you have sufficient rights in Your Data to authorize us to process, distribute and display Your Data as contemplated by this Agreement and the Documentation, (ii) Your Data and its use hereunder will not violate or infringe the rights of any third party, and (iii) your use of the Services and Your Data is at all times compliant with your privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal data.

5.4 Health Data and Payment related Data. You will not upload to the Services any patient, medical or other protected or specifically regulated health information or payment card or account related data.

5.5 Rights in Your Data. As between you and us, you shall retain all right, title and interest (including any and all intellectual property rights) in and to Your Data as uploaded to the Services. Subject to the terms of this Agreement, you hereby grant to us a non-exclusive, transferable, sub-licensable, worldwide, royalty-free right to use, copy, store, transmit, and distribute, perform and display (including publicly), modify and create derivative works of Your Data solely to the extent necessary to provide the Services to you in accordance with this Agreement and the Documentation or to improve the Services.

6. Invoicing and Payment

6.1 Fees. Except for Evaluation Services and Free Services, Service subscriptions are subject to the subscription fees (“**Fee(s)**”) agreed in the Order for the respective Subscription Term. Except as explicitly stipulated otherwise in this Agreement or the Order, subscriptions are non-cancellable prior to the expiration of the Subscription Term, Fees are non-refundable and subscription quantities cannot be reduced during the Subscription Term. Unless explicitly agreed otherwise, Fees for any renewals after the end of a Subscription Term are subject to our then current standard rates.

6.2 Invoicing and Payment. You are bound to pay all Fees set forth in the applicable Order in the currency identified thereon within thirty (30) days of the date of the applicable electronic invoice. Except as expressly set forth herein, all fees are non-refundable.

6.3 Overdue Fees and Subscription Suspension. If any charge under an Order is thirty (30) days or more overdue, we may, without limiting its other rights and remedies we may have under this Agreement or an Order, suspend your Service subscriptions until such amounts are paid in full.

6.4 Taxes. We will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax unless you timely provide us with a valid certificate of exemption or other evidence that the Services are not taxable. In case there is any withholding tax required to be paid by you under applicable law in relation to payments due to us hereunder, you will provide us with official receipts and/or certificates from the appropriate taxing authorities to confirm that any applicable taxes have been paid.

7. Confidentiality

7.1 Protection of Confidential Information. The Receiving Party will maintain in confidence all Confidential Information and not use it except as expressly permitted in this Agreement. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but at least reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out obligations under this Agreement and only disclose Confidential Information to its or its Affiliates' directors, officers, employees, Affiliates, and/or contractor individuals having a reasonable need to know such Confidential Information for the execution of this Agreement, and provided these are contractually bound to confidentiality no less stringent than stipulated herein. However, each party is entitled to disclose the terms and conditions of this Agreement to its legal advisors and accountants in connection with this Agreement provided these are contractually bound to confidentiality no less stringent than stipulated herein.

7.2 Exceptions. The foregoing does not apply to information that: (i) is in or enters the public domain through no fault of the Receiving Party; (ii) was in the Receiving Party's possession, as it can evidence, prior to first disclosure from the Disclosing Party; (iii) the Receiving Party can demonstrate was independently developed by the Receiving Party and without use of the Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of such third party's nondisclosure obligation.

In addition, the Receiving Party is entitled to disclose Confidential Information that is required to be disclosed by law, or by a subpoena or order issued by a court of competent jurisdiction, provided that the Receiving Party shall: (a) give the Disclosing Party written notice promptly after receiving such order; and (b) support the Disclosing Party in interposing any objections it

may have to disclosure of the information required by the order and to seek a protective order or other appropriate relief as far as the Disclosing Party is legally allowed to do so.

In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth in this Section 7.2, the Receiving Party will bear the burden of proof that such information is within the claimed exception(s).

7.3 Injunctive Relief. Both parties acknowledge that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party that would not be adequately compensated by the payment of money damages. Consequently, in addition to any other legal and equitable remedies that may be available, the Disclosing Party will be entitled to injunctive relief from any court of competent jurisdiction against any breach or threatened breach by the Receiving Party of the confidentiality obligations hereunder.

8. Warranty and Remedies

8.1 Warranty. We hereby warrant that during the Subscription Term (i) the Purchased Services will materially comply with the then-current Documentation, (ii) the Documentation will materially be complete, correct and up to date and (iii) the overall performance and security of the Purchased Services will not materially decrease during the Subscription Term.

The foregoing is the sole warranty given, and, to the extent permitted under applicable law, all other warranties or liabilities, express, implied, statutory or otherwise, are hereby excluded, which shall also apply to any implied warranty of merchantability, fitness for a particular purpose and/or non-infringement. In particular, we do not warrant that the Purchased Service will operate uninterrupted or error-free or that any AI Results are correct, complete, secure and/or error-free. You acknowledge that the Services are not suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided could lead to death, personal injury, or severe physical or environmental damage.

8.2 Remedies. Our sole obligation for material non-conformity with this warranty and your sole remedy shall be, in our sole discretion, to use commercially reasonable efforts to: (i) provide you with a correction or workaround; (ii) to replace the non-conforming Purchased Service with a conforming Service; or (iii) if we reasonably determine that we are not reasonably able provide such remedies within a reasonable period of time, to terminate this Agreement and refund applicable Fees pursuant to Section 12 (Term and Termination).

We are not obliged to provide the foregoing remedies if: (a) you did not use the Service in compliance with the Documentation; (b) you made or requested a third party to make any unauthorized modifications to the Service; (c) you have used an outdated version of the Service; (d) you caused defects by improper use; (e) you did not make the claim within thirty (30) days of the date on which the condition giving rise to the claim first arose; or (f) the Services in question are Evaluation Services or Free Services or the issue is in any way related to an AI Result.

9. Infringement of Third Party Intellectual Property Rights

9.1 Infringement Indemnification. Subject to Section 11 (Limitation of Liability), we will defend you and your directors, officers, Users, employees, or other authorized representatives (“**Your Indemnitees**”) from and against any justified claim by a third party alleging that the Purchased Services, when used as allowed under this Agreement and the Documentation, infringe a third party’s valid patent, copyright, moral right, trademark, trade secret or any other form of intellectual property right recognized in any jurisdiction (“**Intellectual Property Right(s)**”) (each such allegation a “**Claim**”) and shall indemnify and hold you and Your Indemnitees harmless from and against any damages, fines, judgements, losses, expenses and costs finally awarded against you and/or Your Indemnitees or agreed to in settlement of the Claim by us or approved by us in written form (including reasonable attorneys’ fees).

This Section 9.1 sets forth our and our licensors’ sole liability and your sole and exclusive remedy with respect to any Claim.

9.2 Conditions and Procedure. Our indemnification obligations under Section 9.1 are conditioned upon you: (i) giving prompt written notice of the Claim to us as soon as you become aware of the Claim; (ii) granting us the option to take control of the defense (including granting us the right to select and use counsel of its own choosing) and settlement of the Claim (except that your prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of you or your Indemnitees); and (iii) providing reasonable cooperation to us and, at our request, assistance in the defense or settlement of the Claim.

9.3 Exclusions. The obligations stipulated in Section 9.1 shall not apply: (i) if the Services are modified by any party other than us or any of our Affiliates, but solely to the extent the alleged infringement is caused by such modification; (ii) if the Services are combined with other services or processes not provided or explicitly authorized by us, but solely to the extent the alleged infringement is caused by such combination; (iii) to any unauthorized or excess use of the Services or any negligent use of or willful misconduct; (iv) to any action arising as a result of Your Data or any third-party components contained within or uploaded to the Services; (v) to any Third Party Applications or a combination of the Services with those, (vi) if you settle or make any admissions with respect to a claim without our prior written consent, (vii) to any continued use of the Services after we have provided a substantially equivalent non-infringing software or service and/or (viii) to any Evaluation Services or Free Services and/or any AI Results.

9.4 Future Use of the Services. In the event of a Claim, in case the use of the Purchased Services is or in our reasonable opinion is potentially to be enjoined or if required by a settlement, we may, at our option: (i) obtain for you and your Indemnitees the right to continue to exercise the rights granted to You under this Agreement; (ii) substitute the allegedly infringing

component for an equivalent non-infringing component; (iii) modify the Services to make them non-infringing; or (iv) terminate this Agreement with thirty (30) days prior written notice.

10. Your Indemnification

You will defend us and our Affiliates against any claim, demand, suit or proceeding made or brought against us by a third party arising from (i) Your use of the Purchased Services, Evaluation Services and Free Services in an illegal form or in violation of the Agreement, the Order and/or the Documentation or (ii) Your Data (both (i) and (ii) a “**Claim Against Us**”), and will indemnify us and our Affiliates from any damages, attorney fees and costs finally awarded against us and/or any of our Affiliates as a result of, or for any amounts paid by us under a settlement approved by you in writing of, a Claim Against Us, provided we (a) promptly give you written notice of the Claim Against Us, (b) give you sole control of the defense and settlement of the Claim Against Us (except that you may not settle any Claim Against Us unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at your expense. The above defense and indemnification obligations do not apply if a Claim Against Us arises from our breach of this Agreement, the Order or the Documentation.

11. Limitation of Liability

11.1 Limitation of Liability. EXCEPT FOR BREACH OF SECTION 2.3 (RESTRICTIONS) OR SECTION 7 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY'S OR ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY YOU HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

11.2 Exclusion of Consequential and Related Damages. EXCEPT FOR BREACH OF SECTION 2.3 (RESTRICTIONS) OR SECTION 7 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, OR LOSS OF USE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.3 The provisions of this Section 11 allocate the risks under this Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into this Agreement.

12. Support

During the Subscription Term, we provide you with the support services agreed in the Order and for the fees agreed in the Order in accordance with our then current Support Policy .

13. Term and Termination

13.1 Term. This Agreement commences on the date you first accept it and continues until all Purchased Services, Free Trials and Free Services hereunder have expired or have been terminated (“**Term**”).

13.2 Termination and Refund. Either party is entitled to terminate this Agreement including any or all Orders thereunder for cause (i) upon 30 days written notice to the other party of a material breach in case the respective other party does not cure such breach within these 30 days or if the breach is of a non-curable nature, provided that any breach of Section 2.3 (Restrictions), Section 5.3 (Responsibility for Your Data), and/or Section 14.8 (Export Control) is considered a material breach hereunder, (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or (iii) if the other party ceases operation without a successor in rights.

13.3 Effect of Termination.

Upon any termination or expiration of this Agreement and/or an Order, you shall immediately cease any and all use of and access to the Services and destroy (or, at our request, return), any of our Confidential Information. You acknowledge that upon termination or expiration you shall have no further access to the Services or any Customer Data input into the Services, and that we may delete any of Your Data at any time except as otherwise stipulated under applicable mandatory law or in the Privacy Policy, the DPA or the Order. In case of termination, we will refund the Fees paid by you pro rata unless the cause for termination is your material breach of this Agreement. For the avoidance of doubt, a termination for convenience is not possible.

13.4 Surviving Terms. The following terms shall survive termination of the Agreement: Section 1 (Definitions), Section 4 (Reservation of Rights), Section 6 (Fees and Payment), Section 7 (Confidentiality), Section 8 (Warranty and Remedies), Section 10 (Your Indemnification), Section 11 (Limitation of Liability), Section 13.4 (Surviving Terms), Section 14 (General).

14. General

14.1 Modifications. We may revise this Agreement from time to time by posting the modified version on our website. If, in our sole discretion, the modifications proposed are material, we will inform you at least twenty (20) days prior to the effective date of the modifications being made.

By continuing to access or use the Services after the posted effective date of modifications to this Agreement, you agree to be bound by the revised version of the Agreement.

14.2 Entire Agreement. This Agreement, including all attachments, exhibits, addendums, and any Order hereunder, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous representations, understandings and agreements, whether written or oral, with respect to its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this agreement, express or implied, except for the representations and warranties set forth in this Agreement. In case of conflicts between the following documents, the order of precedence is the following: (1) the Order, (2) the Agreement and (3) the Documentation. No terms or conditions stated in your purchase order or your vendor onboarding process shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

14.3 Independent Contractors. Both parties are independent contractors and this Agreement does not form any kind of cooperation, partnership, agency or employment relationship.

14.4 Assignment. Neither party is entitled to assign this Agreement or any Order to any third party without the prior written consent of the respective other party. We shall, however, be entitled to assign this Agreement and any related Order without your consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assets this Agreement relates to. Notwithstanding the foregoing, if you are acquired by, sell substantially all of your assets, or undergo a change of control in favor of a direct competitor of us, then we may terminate this Agreement upon written notice. In the event of such a termination, we will refund you any prepaid fees covering the remainder of the Subscription Term. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns

14.5 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of Switzerland, without regard to conflict of law provisions. Any disputes will finally be solved by the counts in Zurich, Switzerland.

14.6 Force Majeure. Except for the payment of Fees due under an Order or this Agreement, neither party will be responsible for any failure to perform or delay any of its obligations hereunder in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers being used by us, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

14.7 Compliance with Laws, Anti-Corruption. We are both bound to execute this Agreement and any Order in compliance with applicable law. In particular, it is hereby stated and clarified that neither party has received or been offered any illegal or improper bribe, kickback, payment, gift or similar from an employee or agent of the other party in connection with this Agreement.

14.8 Export Control. Either party shall at any time comply with the then current, applicable export control laws and regulations. In particular, but without limitation, the Services may not be used, exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone in the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List or any other restricted party lists.

14.9 Warranties for customers domiciled in France. If you are domiciled in France or Germany, Section 8.1 (Warranties) is replaced by the following:

8.1 Warranty. During an applicable subscription term (a) this Agreement, the Order, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Data, (b) we will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to Section 2.6 (Third Party Applications), we will not materially decrease the overall functionality of the Services.

14.10 Warranties for customers domiciled in Germany. If you are domiciled in Germany, Section 8.1 (Warranties) is replaced by the following:

8.1 Warranty. We warrant that during an applicable subscription term (a) this Agreement, the Order, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Data, (b) we will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to Section 2.6 (Third Party Applications), we will not materially decrease the overall functionality of the Services. You have to report any deviation of the Services in writing without undue delay and shall submit a detailed description of the defect or, if not possible, of the symptoms of the defect. You have forward to us any useful information available to you for rectification of the defect. We will rectify any defect within a reasonable period of time. If such rectification fails, you may terminate the respective Order provided that we had enough time for curing the defect. If we are responsible for the defect or if we are in default with the rectification, you may assert claims for the damage caused in the scope specified in the "Limitation of Liability" section. You have no claims under this Section 8.1 if a defect was caused by the Services not being used by you in accordance with the provisions of this Agreement, the Documentation and the applicable Order.

14.11 Limitation of Liability for customers in Germany. If you are domiciled in Germany, Section 11. (Limitation of Liability) is replaced by the following:

11. Limitation of Liability

11.1 Unlimited Liability. The Parties shall be mutually liable without limitation

- (a) in the event of willful misconduct or gross negligence,
- (b) within the scope of a guarantee taken over by the respective party,
- (c) in the event that a defect is maliciously concealed,
- (d) in case of an injury to life, body or health,
- (e) according to the German Product Liability Law.

11.2 Liability for Breach of Cardinal Duties. If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable Order is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable Order), the parties' liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

11.3 Liability Cap. Unless the parties are liable in accordance with "Unlimited Liability" section above, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by you and your Affiliates hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit your and your Affiliates' payment obligations under the "Fees and Payment" section.

11.4 Scope. With the exception of liability in accordance with the "Unlimited Liability" section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party's damages against the respective other party's employees, agents or bodies.

11.5 This section 11 shall apply to any claims resulting from Section 9 (Infringement of Third Party Intellectual Property Rights).

14.12 Publicity. You agree that we may reference and use your name and trademarks in marketing and promotional materials solely for purposes of identifying you as a customer. No other rights are granted by either party to either party with respect to any trade names or trademarks.

14.13 Notices. Any notices to us shall go to the following email address: legal@signaloid.com. Any notices to you shall go to an email address provided to us. Any notices of Claims or terminations must be in writing and go to the following address: Signaloid Limited, C/O Mischon De Reya, Four Station Square, Cambridge, Cambridgeshire, England, CB1 2GE