

PARTIUM MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

Version: 2026.03.26

Between

You (the "Licensee", "Customer", and/or "you"), the legal entity on whose behalf you are acquiring and entering this agreement as identified in the applicable Product and Services Schedule,

and

Partium, as defined below (the "Licensor", "Partium", "we" and/or "us"),

hereinafter referred to jointly as "the Parties" and individually as "Party".

Each Party acknowledges having sufficient legal capacity to execute this Partium Master Software License and Services Agreement (the "**Master Services Agreement**" and/or "**MSA**"). This MSA, together with any Exhibits attached hereto and all Product and Services Schedules executed by the Parties from time to time (collectively, the "**Agreement**"), sets forth the terms and conditions under which Partium shall provide software and services to Customer.

WHEREAS

1. WHEREAS Partium offers a leading AI-based platform for complex industrial environments, enabling material and parts search, part data cleansing and enrichment, and supplier discovery (the "Software", as defined below).
2. WHEREAS Partium offers professional engineering services and consulting services related to the use of the Software (collectively the "Professional Services").
3. WHEREAS Partium offers access to third-party parts data, including among others images depicting parts and/or parts specifications, and to parts data extracted from customer data which can be accessed through the Software or the Professional Services.
4. WHEREAS the term Partium as used herein means Partium Technologies GmbH, an Austrian company with offices at Dresdner Straße 91, 1200 Vienna.
5. WHEREAS, Licensee desires to obtain a license to use the Software and/or receive certain Professional Services.
6. NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties jointly agree to formalise this Agreement, in accordance with the following Terms and Conditions.

TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement, the following terms shall have the meaning ascribed to them hereinafter:

- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the corresponding Party.
- **"Affiliate Schedule"** means a Product and Services Schedule executed by Partium and an Affiliate of Customer pursuant to this Agreement. Upon execution of an Affiliate Schedule, the relevant Affiliate shall be deemed a "Customer" and/or "Licensee", as applicable, solely for purposes of such Affiliate Schedule and such Affiliate shall be bound by this Agreement as if it were an original party hereto, but only with respect to the Software, Enriched Data and/or Professional Services ordered under the applicable Affiliate Schedule. No Affiliate of Customer shall have any independent right under this Agreement to purchase, access, use or receive any Software, receive Professional Services, or obtain Enriched Data unless and until such Affiliate has executed an Affiliate Schedule with Partium. For clarity, this does not limit Licensee's right, to the extent otherwise permitted under this Agreement and the applicable Schedule, to designate as Authorized Users employees, contractors, representatives or other personnel of its Affiliates or other permitted third parties, provided that such access is on Licensee's behalf and subject to this Agreement.
- **"Authorized Users"** means any individual natural person authorized by Licensee to access and use the Software on Licensee's behalf and for Licensee's internal business purposes, in accordance with this Agreement and the applicable Schedule, including, as permitted by the applicable Schedule, employees, individual contractors, consultants, agents, temporary staff, and other individual representatives of: (i) Licensee; (ii) Licensee's Affiliates; and/or (iii) Licensee's customers or other third parties, in each case solely to the extent such access and use is for the benefit of Licensee and does not constitute an unauthorized sublicense, assignment, service bureau use, or other prohibited transfer of rights. Licensee shall remain fully responsible for all acts and omissions of its Authorized Users and for their compliance with this Agreement.
- **"Confidential Information"** means any and all non-public information disclosed by either party (the "Disclosing Party") to the other (the "Receiving Party"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, this Agreement, and any information that relates to business plans, services, marketing or finances, research, transactions, pricing, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, and Intellectual Property Rights of the Disclosing Party .
- **"Customer Data"** means all information files, comments or edits you make on files, profile information, and anything else, except for Enriched Data and Derived Enriched Data, (a) uploaded or transmitted through the Software by Customer, Authorized Users, or on Customer's behalf, (b) provided to Partium in order to use the Software, produce Enriched Data, or obtain Professional Services, or (c) any other materials procured, created or developed by Customer and used by Customer in connection with its access and use of the Software. For the avoidance of doubt, the association of Enriched Data with Customer Data (including through unique identifiers) shall not cause Enriched Data to be deemed Customer Data. After termination of the Agreement, Enriched Data shall be properly anonymized and cannot reasonably be used to identify, re-identify, infer, or be associated with Customer.
- **"Derived Enriched Data"** means any data, information or material that is (i) extracted from, generated from, derived from, based on, or otherwise created using Enriched Data, or (ii) that incorporates, reflects, or can be used to recreate or infer Enriched Data, in whole or in part, including without limitation: any transformations, normalizations, cleansing, mappings, match results, classifications, labels, annotations, bounding boxes, segmentations, metadata, thumbnails, crops, hashes, embeddings, feature vectors, templates, or other representations of Enriched Data, whether in textual, numerical, or image form.
- **"Documentation"** means any published technical or user manuals, including any updates thereto, FAQs, knowledge base, and software integration guidelines and tutorials provided

either online by visiting the public Help Center at <https://partium.io/help-center> or by accessing the Developer Center at <https://developer.partium.io> with an Authorized User account specifically authorized for such access, provided to Customer by Partium and relating to the use of the Software, as well as related Professional Services deliverables made generally available by Partium.

- **"Effective Date"** means the date of the last signature of this Agreement.
- **"Enriched Data"** means any third-party data, including, among others, images depicting parts and/or parts specifications, information or materials (including specifications, attributes, metadata, links/references), and parts data extracted from Customer Data which Partium makes available, provides access to, or delivers through the Software or the Professional Services.
- **"Intellectual Property"** or **"Intellectual Property Rights"** means any intellectual or proprietary property, including but not limited to copyright rights, moral rights, trademarks (including logos, slogans, trade names, service marks, image data or general product data), patent rights (including patent applications and disclosures), database rights, know-how, inventions, rights of priority, and trade secrets, recognized in any country or jurisdiction in the world.
- **"Operational Data"** Data generated from the operation of the Software (e.g., technical logs, telemetry, performance and usage metrics) that does not include Customer Data or Customer Confidential Information.
- **"Product and Services Schedule"** or **"Schedule"** means one or more ordering documents governed by the MSA, which shall contain, among other items: (1) the effective date of the Schedule, the commencement date, period, and notice of non-renewal; (2) the details of the legal entity entering that Schedule and therefore this Agreement with Partium; (3) the features of Partium Software included in the License, if any, together with the type of installation (Partium-hosted or on-premises); (4) the Professional Services requested, if any; (5) contacts for notices; (6) the fees, billing, payment schedule, and billing contacts from Customer and Partium; and (7) signatures of authorized representatives of the Parties. For the avoidance of doubt, a Schedule may be entered into either by Customer or by any of its Affiliates in accordance with the terms of this Agreement.
- **"Software"** means the software development kits (SDKs), application program interfaces (APIs), and any other content, program, software, application, libraries, content files, scripts, instruction sets, knowledge base, updates (including software maintenance, service information, help content, or bug fixes), components, and any custom-developed software created by Partium and made available to Customer hereunder.
- **"Third-Party Rights"** means any third-party Intellectual Property and/or contractual restrictions or limitations (including partner licenses and terms of use) that apply to any Third-Party Content or other materials that are accessible through, incorporated into, referenced by, or otherwise used in connection with the Service and/or the Enriched Data.
- **"Third-Party Content"** means any data, content or materials that are part of the Enriched Data and that are subject to Third-Party Rights.

2. **LICENSE AND SERVICES**

- 2.1. Software License to Customer. Subject to the terms and conditions hereof, Licensor grants to Licensee a world-wide, limited, non-exclusive, revocable, non-sublicensable, non-transferable, license (the **"License"**) during the term of this Agreement to:
- a. In case of a license for a Partium-hosted installation of the Software (**"Subscription License"**), as set out in the applicable Schedule, access and use the Software as a service hosted by Partium (or its service providers) via the Internet.
 - b. In case of a license for an on-premises installation of the Software (**"On-premises License"**) as set out in the applicable Schedule,
 - i. install and use the Software in object code form on a server(s) owned or controlled by Licensee; and
 - ii. make a reasonable number of copies of the Software for archival or backup purposes, provided that all such copies contain the same proprietary notices as the original.

- c. Access and use of the Software via “Partium APIs” for Licensee's business purposes according to their definition and terms set out in Exhibit C: “Software Limitations and API Terms of Use”.
- d. Allow only Authorized Users to access and use the Software for Licensee's business purposes according to the terms set out in Exhibit D: “Terms for Authorized Users”. For the avoidance of doubt, and subject to the terms of this Agreement and the applicable Schedule, Licensee may designate Authorized Users from among its Affiliates and other permitted third parties, including, where expressly permitted in the applicable Schedule, Licensee’s customers, without requiring such Affiliate or other permitted third party to enter into a separate Affiliate Schedule solely by reason of such designation, provided that all such access and use is on Licensee’s behalf and within the scope of the rights granted to Licensee under this Agreement.
- e. Limit the access and use of the Software to the number of users, number of searches, servers, sites, data storage, or other conditions as set out in Exhibit C: “Software Limitations and API Terms of Use” together with the applicable Schedule.
- f. In case of a subscription to Enriched Data within the Software or resulting from Professional Services, as set out in the applicable Schedule,
 - i. access to Enriched Data within the Software; and
 - ii. download and make a reasonable number of copies of the Enriched Data to import into Licensee’s systems, for the following purposes:
 - archival, and/or backup purposes;
 - access for internal work flows, provided the Enriched Data is treated as Confidential Information as set out in Section 7 “Confidentiality”; and/or
 - expose to 3rd parties via Licensee’s systems, solely to the extent expressly authorized in the applicable Schedule and subject to the terms and conditions set out therein.

2.2. Customer Affiliates. For any Affiliate of Licensee, rights under this Agreement shall be granted only if and to the extent expressly set out in a separate Affiliate Schedule duly executed by Partium and such Affiliate. Upon execution of such Affiliate Schedule, the relevant Affiliate shall be deemed a “Licensee” solely for purposes of the applicable Affiliate Schedule and shall be bound by the terms and conditions of this Agreement as if it were an original party hereto, but only with respect to the rights and obligations arising under such Affiliate Schedule.

2.3. Technical support and maintenance to Customer. Subject to the terms and conditions of the License, Partium and its Affiliates shall provide technical support and maintenance to Customer for the Software as set out in Exhibit B: “Service Levels, Software Maintenance and Support Services”.

2.4. Professional Services to Customer. Partium and its Affiliates may provide Professional Services as set out in the applicable Schedule which should contain, among others, a detailed description of the scope, deliverables if any, and fees associated to such services. Any similar services, training or other requirements not expressly stated in this Agreement, or in a Schedule, are outside the scope of this Agreement. In the event any work product or code is created by Partium in the provisioning of Professional Services, such work product or code shall be considered part of the Software and licensed to Customer under the terms in Clause 2.1. Fees for such items are payable as specified in the applicable Schedule, and shall be paid in accordance with Section 5 “Fees and Payment Terms”.

2.5. Customer Data license to Partium. Customer grants to Partium and its Affiliates under Customer’s Intellectual Property Rights a limited, revocable, non-exclusive, non-sublicensable and non-transferable term license to use, process, store, access, transmit, copy, display, or modify the Customer Data provided to Partium in conjunction with the use of Software and delivery of Professional Services under this Agreement. Partium’s rights as set forth in this

Clause 2.5 shall be strictly limited to the purpose of Partium fulfilling its obligations pursuant to this Agreement.

The aforesaid license shall terminate upon termination of this Agreement (with limited survival of termination only to the extent required for facilitating return of the Customer Data to Customer as provided for in Clause 11.8 "Effect of Termination"). Partium shall not use Customer Data for any advertising or similar commercial purposes unless with the written permission from Customer.

3. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

- 3.1. Responsibility for Customer Data.** Customer is solely responsible for the accuracy, quality, completeness, reliability, suitability and legality of all Customer Data provided, uploaded, transmitted or otherwise made available by or on behalf of Customer (including by Authorized Users) in connection with the Software and/or Professional Services, and for ensuring that Customer has all necessary rights, licenses, permissions and consents in and to such Customer Data. Except as expressly set forth in this Agreement, Partium and its suppliers shall not be liable for the deletion, correction, destruction, damage, loss of or errors in Customer Data arising in connection with the storage or processing of Customer Data, to the extent Customer Data is maintained on the Service as a copy and/or in a format generated through processing.
- 3.2. Non-Infringement / Third-Party Rights.** Customer warrants that (a) Customer Data, and (b) Partium's processing of Customer Data as contemplated by this Agreement (including extraction of identifiers and specifications from Customer-provided files such as PDFs or images), do not and will not violate, infringe or misappropriate any Third-Party Rights, breach any confidentiality obligation, or violate applicable law.
- 3.3.** Upon receipt of any notice or instruction from Partium (or, where permitted by Partium, from the rightful owner or its authorized representative) that any Enriched Data and/or any Third-Party Content (including images) accessible through the Software is subject to a takedown request, removal request or alleged infringement (a "Takedown Notice"), Customer shall promptly (i) cease all use of the affected content, (ii) remove it from Licensee's systems (including caches and backups to the extent reasonably practicable), and (iii) ensure that Authorized Users and any permitted third parties (if any) do the same. Any continued use of the affected content after a Takedown Notice shall not constitute a material breach of this Agreement; provided that Partium may immediately suspend access to the affected content (or relevant functionality) to mitigate risk or comply with legal process.
Partium shall have no liability and no indemnification obligations to the extent any claim arises from Customer's continued use or failure to remove the affected content after receipt of the Takedown Notice, and Customer shall be responsible for any resulting third-party claims to the extent caused by such continued use.
- 3.4. Customer Cooperation in Warranty Matters.** Customer shall provide Partium with reasonable cooperation and assistance as may be reasonably necessary to investigate, analyze, reproduce, diagnose and, where applicable, remedy any reported error, defect, non-conformity or other breach of the warranties set out in Section 8. For the avoidance of doubt, Customer's failure to provide such reasonable cooperation shall not by itself extinguish Partium's warranty obligations, but Partium shall not be responsible for any delay, failure to diagnose, or inability to remedy the relevant issue to the extent directly caused by Customer's failure to provide such cooperation and assistance.

4. RESTRICTIONS ON USE

- 4.1.** Licensee shall not and shall not permit any third party (unless explicitly permitted in the applicable Schedule) to:
 - a. reverse engineer, decompile, disassemble the Software, or otherwise attempt to derive the source code form or structure of the code used in the Software;
 - b. modify, adapt, translate, create derivative works based on the Software, or otherwise reproduce the Software in whole or in part;

- c. provide, rent, lease, lend, sell, sublicense, assign, or otherwise transfer the Software or access thereto;
- d. use the Software for any unlawful purpose, for service bureau purposes, or to provide services to third parties;
- e. remove, alter, or obscure any proprietary notices or labels (including copyright and trademark notices) displayed on or within the Software; or
- f. "frame" or "mirror" any of Partium content which forms part of the Software.

5. FEES AND PAYMENT TERMS

- 5.1. **Fees.** In consideration for the License and Services as set out in Section 2, Customer agrees to pay the fees set out in the applicable Schedule.
- 5.2. **Currency.** All payments are to be made to Partium in USD for payments to Partium, Inc., and in EUR for payments to Partium Technologies GmbH, unless otherwise set out in the applicable Schedule.
- 5.3. **Bank account, exchange rates, and transfer fees.** Payments are to be made to the bank account or through the payment method indicated in the applicable Schedule. In the event that an alternative bank account is indicated by the billing contact or any employee at Partium or its Affiliates, either for a specific payment or as a permanent change of the designated bank account for payments under this Agreement, Partium must provide a bank-certified proof of title to the alternative bank account to Customer. Customer shall be responsible for exchange rates and bank transfer fees.
- 5.4. **Price Changes.** Partium reserves the right to change such Fees or to institute new Fees with such Fees not to exceed an annual increase of 4%. Customer will be notified ninety (90) days in advance of the effective date of changes in fees or new fees via electronic mail. Such changes or new fees will become effective upon the renewal of the Term, if renewed; such revised fees will not affect the prices for Software specified on the applicable Schedule during its then current Term.
- 5.5. **Overage.** In the event that during any month Customer has exceeded the limits of the license (the "Purchased Limits") as stated in Exhibit C: "Software Limitations and API Terms of Use" or in the applicable Schedule, Partium and Customer will determine if different limits (the "Updated Limits") are required to remain in compliance with this Agreement for that month. Such Updated Limits shall remain in effect and billed at the rates set forth in the applicable Schedule through to the end of the then current Term unless Customer otherwise provides written notice that the Updated Limits shall be reduced (provided however in any event the new Updated Limits may not be lowered below the Purchased Limits).
- 5.6. **Payment Schedule.** Unless otherwise stated in the applicable Schedule, fees will be billed in advance. Customer will pay amounts due and properly invoiced within the period specified on the invoice or net thirty (30) days from the date of the Partium invoice, whichever is longer. In the event of any late payment, such late payment will accrue charges at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 5.7. **Taxes.** Licensee shall be responsible for all applicable sales, use, value-added, and other taxes. All fees listed in the applicable Schedule are exclusive of any taxes. Customer will pay all such taxes that Partium is legally obligated to charge under this Agreement to Customer, so long as such taxes are separately stated on the invoice provided to Customer.
- 5.8. **Billing Information.** Customer shall provide complete and accurate details about billing mechanisms and contact information (the "Billing Contact") with Partium in the applicable Schedule and always maintain that information.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Customer acknowledges that:

- a. Partium owns and will retain all rights, title and interest, including all Intellectual Property Rights in
 - the Software, Documentation, and any materials relating thereto,
 - any ideas, concepts, know-how, techniques, modifications, enhancements, customizations, updates, revisions or derivative works thereof, including those derived from any feedback or improvement suggestions provided by Customer, and all results of Professional Services,
 - Operational Data, and
 - image data, data for training, testing or improving Partium's machine learning or artificial intelligence models, or other data generated during the process of building, running, maintaining, or delivering the Software, or Professional Services pursuant to this Agreement excluding Enriched Data.
- b. Enriched Data and Derived Enriched Data. To the extent Enriched Data and/or Derived Enriched Data reflects Partium's value-added contribution (including compilation, structuring, normalization, matching, classification, confidence scoring and related metadata), Partium (and/or its licensors) retains all rights therein. Enriched Data is provided subject to Third-Party Rights.
- c. All rights not expressly granted to Customer are reserved by Partium.

6.2. Partium acknowledges that:

- a. Customer owns and will retain all rights, title and interest, including all Intellectual Property in Customer Data.
- b. Nothing in this Agreement transfers or conveys to Partium any ownership right, title or interest in or to the Customer Data or to any copy or license right with respect to the same not expressly granted herein.
- c. For the avoidance of doubt, Customer Data (including any content extracted from Customer materials) does not become owned by Partium by virtue of being processed, linked to or included within Enriched Data.

6.3. Either Party will inform the other Party in writing and on a timely basis of all claims or procedures that it is aware of in which the Software, Enriched Data, or Professional Services are involved, as well as all the defects that could be object of claims. Partium will assume the defence of such claim without reservation of rights and Customer agrees to disclose information relevant to the defence of such claims to Partium in such procedure.

7. CONFIDENTIALITY

- 7.1. Each party (the "Receiving Party") agrees to protect the Confidential Information of the other party (the "Disclosing Party") using at least the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care.
- 7.2. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than (i) to perform its obligations under this Agreement or receive the benefit of the Subscription License or (ii) as otherwise expressly permitted under the terms of this Agreement or (iii) as expressly authorized in writing by the other party. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, principals, employees, subcontractors, and Affiliates, who are bound by confidentiality terms no less restrictive than those in the Agreement who need to use the Confidential Information for the performance of its obligations or exercise of its rights under this Agreement.
- 7.3. The restrictions set forth in Clauses 7.1. and 7.2. above will not apply to any Confidential Information that the receiving party can demonstrate (a) was known to it prior to its disclosure by the Disclosing Party; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the Receiving Party; (e) has been approved for release by the Disclosing Party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice thereof, to the extent practicable, to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

- 7.4. The parties agree that a breach of Clauses 7.1. and 7.2. above may cause irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, the disclosing party will be entitled to seek injunctive relief for any threatened or actual disclosure by the receiving party.
- 7.5. In case a separate Non-Disclosure Agreement (the "Separate NDA") dated between the Parties has been executed before or during the term of this Agreement (as set out in Section 11 "Term and Termination"), the confidentiality obligations set forth in this Section are in addition to and supplement the obligations under that certain Separate NDA. In the event of any conflict or inconsistency between the terms of this Section and the Separate NDA, the terms that impose the more restrictive obligation on the Receiving Party with respect to Confidential Information related to the subject matter of this Agreement shall prevail.

8. WARRANTIES AND DISCLAIMERS

- 8.1. Each party represents to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the country of its incorporation and residence.
- 8.2. Each party represents that it has all the requisite legal power and authority to execute, deliver and perform its obligations under the Agreement; that the execution, delivery and performance of the Agreement has been duly authorized; that the Agreement is enforceable in accordance with its terms; that no approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.
- 8.3. For the Term of this Agreement, Partium warrants that (i) when the Software is used in an operating environment stated in the Documentation as supported by Partium, the Software will materially conform to the specifications in the Documentation for such software; and (ii) Professional Services shall be performed in accordance with industry standards using reasonable care and skill.
- 8.4. If it is established that Partium has breached the warranty described in Clause 8.3, Partium's only obligation and Customer's exclusive remedy shall be for Partium to, at its option,
- use reasonable efforts to cure the defect in the Software or re-perform the nonconforming Professional Services;
 - replace the Software with software that materially conforms to the specifications in the Documentation; or
 - terminate the applicable License and provide a pro rata refund of fees paid in advance by Customer, which for License fees, shall be calculated against the remainder of the Term stated in the applicable Schedule from the date it is established that Partium has breached the warranty; or for fees separately identified and paid for Professional Services, the refund shall be calculated based on the deliverables provided and portion of Professional Services performed prior to the occurrence of the nonconforming Professional Services under the applicable ordering document. If Partium is unable to cure the defect according to this clause 8.4, Customer shall have a similar right to terminate the License as described herein.
- 8.5. The warranty and remedies offered, as described in this Section 8, are applicable only if:
- the reported error or defect is reasonably reproducible by Partium;
 - Customer reports the alleged breach with reasonable specificity in writing within thirty (30) days from its occurrence;
 - Customer provides Partium with reasonable cooperation and assistance in accordance with Clause 3.4 in the diagnosis and remedy of the applicable breach; provided that Customer's failure to provide such cooperation and assistance shall not by itself invalidate the warranties and remedies under this Section 8, except to the extent such failure materially impairs or delays Partium's ability to investigate, analyze, reproduce, diagnose or remedy the applicable issue;;

- Customer has installed and is using all updates, patches and fixes released by Partium for the affected Software provided that the error or defect would have been prevented or remedied by the update, patch or fix. Customer is granted a grace period of up to sixty (60) calendar days from the time Customer is notified of an available update, patch, or fix to enable Customer to implement and test such update, patch, or fix and make changes to its systems, configurations, integrations, etc., if required. During such grace period, Customer shall not lose its warranty rights solely because the update, patch or fix has not yet been implemented, unless Partium demonstrates that (i) the reported error or defect would have been prevented or remedied by that specific update, patch or fix, and (ii) Customer failed to implement it within the applicable grace period. For the avoidance of doubt, any error or defect first arising and notified during the grace period shall remain covered by the warranty and remedies under this Section unless and until those two conditions are met;
 - Customer has complied in all material respects with its obligations under the Agreement to the extent relevant to the claimed warranty issue; provided, however, that no warranty right or remedy shall be excluded to the extent the relevant non-conformity, error or defect is attributable to Partium's breach of this Agreement. For the avoidance of doubt, a failure by Customer to pay undisputed amounts when due shall not, by itself, invalidate Customer's warranty rights except to the extent expressly permitted under this Agreement;
 - Customer has materially conformed to the Documentation for the affected Software or Professional Services; or
 - the error or defect is due solely to an error or omission on the part of Partium, its agents or employees.
- 8.6.** Customer understands and agrees that third-party hardware equipment and software, supplied by Partium, may be provided to Customer under warranty or pursuant to other terms and conditions offered by the manufacturer or licensor of such hardware or software.
- 8.7.** Customer represents and warrants that it shall make commercially reasonable efforts to secure access to the Software, and not make any representations, warranties or create obligations or liabilities on behalf of Partium.
- 8.8.** The Software is not designed, intended, or warranted for use in any high-risk, mission-critical or strict-liability activity (including, without limitation, air or space travel, power plant operation, life support, medical operations, or any use where failure could lead to death, personal injury, or severe physical or environmental damage) (each, a "High-Risk Activity"). Customer acknowledges and agrees that any use of the Software in connection with a High-Risk Activity is at Customer's sole risk, and Partium disclaims all warranties and shall not be liable for any claims arising out of or relating to such use, to the maximum extent permitted by applicable law. For the avoidance of doubt, the Parties agree that, as of the Effective Date, the Customer's use cases are not high-risk, mission critical or strict-liability activities. Customer agrees to notify Partium of any change of Customer's use cases that would make the use of the Software become a High-Risk Activity at least sixty (60) days prior to that change.
- 8.9.** Disclaimers of all other warranties:
- a. These warranties are Partium's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties of satisfactory quality, non-infringement and fitness for a particular purpose.
 - b. Partium does not warrant that Software or Professional Services deliverables will meet Customer's or its Authorized User's requirements or that use of the Software or Professional Services deliverables will be uninterrupted or error-free, nor that any Enriched Data is accurate, complete, or up to date.
- 8.10.** Some states or jurisdictions do not allow the exclusion of certain express or implied warranties, so the above exclusions may not apply to customer. If permitted by applicable law: (i) such warranties are limited in duration to the warranty period specified for the subject software(s) or maintenance; and (ii) the remedy for breach of any such warranties is limited to repair or replacement of any goods found not to comply with them or the provision of services again. No warranties of any kind apply after that period. Some states or jurisdictions do not allow such limitations set forth above, so to that extent, those limitations may not apply to Customer. These

warranties provide Customer with specific legal rights, and Customer may also have other rights which vary by state or by jurisdiction.

9. INDEMNIFICATION

- 9.1.** Partium shall indemnify, defend, and hold harmless Customer and its Affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns, from and against any damages finally awarded by a court of competent jurisdiction, or amounts agreed in settlement by Partium, arising out of any third-party claim alleging that Customer's authorized use of the unaltered Software infringes or misappropriates any patent or copyright of such third party in a jurisdiction where Customer is authorized to use the Software, provided that Customer: (a) promptly gives Partium written notice of the claim; (b) grants Partium sole control of the defense and settlement of the claim, provided that Customer may participate with counsel of its choice at its own expense and may assume control of the defense at Partium's expense if Partium fails to defend diligently or if there is an actual conflict of interest; and (c) provides Partium with reasonable cooperation and assistance in connection with the defense of the claim, at Partium's expense.
- 9.2.** To the extent a third party claim alleges that Customer's use of specific Enriched Data and/or Third Party Content made available through the Software infringes such Third Party's Intellectual Property Rights, Partium's liability and indemnification obligations (if any) shall apply only to the extent Customer's use of such Enriched Data and/or third-party part data is strictly in accordance with this Agreement and the applicable Schedule(s), and provided further that Customer promptly ceases use of, and removes from its systems (including caches, and backups to the extent reasonably practicable), any such Enriched Data and/or third-party part data after Partium has provided instructions or a notice to terminate such use (including following a takedown request or removal request from the rightful owner). Partium may revoke access to or request removal of specific third-party part data if reasonably requested by the rightful owner of such third-party data to protect their Intellectual Property Rights.
- 9.3.** In the event of a claim or threatened claim under this Section by a third party, Partium may, at its sole option, (i) revise the Software so that it is no longer infringing, (ii) obtain the right for Customer to continue using the Software, or (iii) terminate the Agreement upon 10 days' notice (and refund any pre-paid unused subscription fees) for the terminated portion of the affected Software.
- 9.4.** Notwithstanding the foregoing, Partium shall have no liability or indemnification obligations for (a) any modification of the Software by any party other than Partium; (b) use of the Software in combination with any third party hardware or software (to the extent that such liability would not arise without such combination); (c) for any open source code contained within the Software, if any; provided, however, that Partium will use commercially reasonable efforts to comply with the applicable open source license notice, attribution, and source-availability obligations triggered by Partium's distribution of the Software; (d) any use of the Software not in conformance with the Documentation; or (e) any use of the Software, Enriched Data, or Third-Party Content after Partium has instructed Customer to cease such use or remove the relevant content. For the avoidance of doubt, Partium shall have no liability or indemnification obligations to the extent any claim arises from Customer's failure to comply with a takedown notice or other instructions to cease using or remove specific Enriched Data and/or Third-Party Content. Partium is not responsible for, and we do not endorse, the opinions, advice, suggestions or recommendations derived from or constituting Customer Data or third-party content or any actions resulting from your use of any part of the Software or Enriched Data, and we specifically disclaim any liability in connection therewith. If any damage or loss results from your use of, reliance on, or any other connection between you and any content, including Customer Data and Enriched Data, or data that any third party makes available, you acknowledge and agree that we are not responsible or liable, directly or indirectly. When you access third party resources on the Internet or through the Software, you do so at your own risk. You are solely responsible for Customer Data, its accuracy, and for the consequences of submitting or posting Customer Data.

Sections 9.1 through 9.4 set forth Partium's sole and exclusive liability, and Customer's sole and exclusive remedy, for any actual or alleged infringement, misappropriation, or other violation of any third-party Intellectual Property Rights by the Software, Enriched Data, and/or Third-Party content.

- 9.5. Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Partium, its Affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (collectively, the "Partium Indemnified Parties") from and against any damages finally awarded by a court of competent jurisdiction, or amounts agreed in settlement in accordance with this Section 9.5, in each case to the extent arising out of or relating to any third-party claim based on:
- a. a claim that any software, code, materials, content, or other technology developed, provided, or modified by Customer for use in connection with the Software, including any Customer modification of the Software (collectively, the "Customer Indemnifiable Material"), or any Customer Data uploaded, transmitted, or otherwise made available by Customer through the Software, infringes, misappropriates, or otherwise violates such third party's Intellectual Property Rights;
 - b. any personal injury or tangible property damage suffered by a third party to the extent caused by Customer or its Authorized Users;
 - c. improper characterization, removal, alteration, or interference by Customer or its Authorized Users with third-party software, files, data, text, code, or other materials, or any similar claim, including any claim of unfair competition, commercial libel, defamation, interference with contractual relations, or interference with prospective economic advantage; or
 - d. Customer's or its Authorized Users' use or operation of the Software in violation of applicable law or regulatory requirements, to the extent such violation results in a third-party claim, regulatory action, or material impairment of the Software.

Partium shall: (i) promptly notify Customer in writing of the claim; (ii) grant Customer sole control of the defense and settlement of the claim, provided that Partium may participate in the defense with counsel of its own choosing at its own expense, and may assume control of the defense at Customer's expense if Customer fails to defend the claim diligently or if there is an actual conflict of interest; and (iii) provide Customer with reasonable cooperation and assistance in connection with the defense of the claim, at Customer's expense.

Customer shall not settle any claim in a manner that admits fault of, imposes any liability on, or otherwise adversely affects any Partium Indemnified Party, or includes any non-monetary obligation binding on any Partium Indemnified Party, without Partium's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

If Partium enters into any settlement with a third party in respect of a claim subject to this Section 9.5 without Customer's prior written consent, Customer shall be relieved of its indemnification obligations under this Section 9.5 only to the extent it is materially prejudiced by such settlement.

10. LIMITATION OF LIABILITY

10.1. Except for liability arising from Partium's indemnification obligations under Section 9 "Indemnification", and, regardless of the basis which either party may be entitled to claim damages from the other or its suppliers (including but not limited to breach of contract, negligence, misrepresentation, or other contract or tort claim), each party agrees that the other party's liability is capped at the amount paid or payable by Customer in the twelve (12) month period preceding the event giving rise to the claim for the Software, Enriched Data, and/or Professional Services that are the subject of the claim.

10.2. Except as set forth above, to the full extent permitted by applicable law, in no event will either party or its suppliers be liable to the other party for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or related to this agreement, even if that party or its suppliers have been advised in advance of the possibility of such damages. In the

event that the above liability limitation is found to be invalid under applicable law, then each party's liability for such claim shall be limited to the amount of the fees paid or payable by Customer in the twelve (12) month period preceding the event giving rise to the claim for the Software, Enriched Data, and/or Professional Services giving rise to the claim.

- 10.3. Nothing in this Section excludes or limits Partium's liability to the extent it cannot be excluded or limited under applicable law, including (without limitation) liability for fraud or willful misconduct, and any liability for death or personal injury.

11. TERM AND TERMINATION

- 11.1. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue for the initial one (1) year term (the "Initial Term"), and shall automatically renew for successive one (1) year periods (each a "Renewal Term"), and will remain in effect until terminated in accordance with this Section 11. The Initial Term and any Renewal Terms shall collectively be referred to as the "Term".
- 11.2. Term of Schedules. Each Schedule will have its own term as specified therein (a "Schedule Term"). The termination of an individual Schedule shall not cause the termination of this Agreement or any other active Schedules.
- 11.3. Survival of Framework. If this Agreement is terminated or expires while a Schedule is still active, the terms of this Agreement shall continue to govern such Schedule until its specific Schedule Term expires or is terminated.
- 11.4. Termination for Convenience. Either party may terminate this Agreement upon written notice of non-renewal at least thirty (30) calendar days prior to the end of the then-current term if there are no Schedules then in effect (the "Notice of Non-Renewal").
- 11.5. Termination for Cause. Either party may terminate this Agreement and/or any active Schedule(s) upon written notice to the other party if (a) the other party materially breaches this Agreement or a Schedule and fails to cure such breach within thirty (30) calendar days after receiving written notice thereof; or (b) either party ceases to do business as an operating concern. A material breach of a Schedule by Customer in effect shall be deemed a material breach of the Agreement.
- 11.6. Termination for Insolvency. Either party may terminate this Agreement upon written notice if the other party becomes financially insolvent, makes an assignment for the benefit of creditors, or files for bankruptcy which is not dismissed within sixty (60) calendar days following the filing.
- 11.7. Termination for Non-Payment. In the event that Customer's account is sixty (60) calendar days or more overdue or it fails to comply with Section 5 "Fees and Payment Terms" in addition to any of its other rights or remedies, Partium reserves the right to terminate the applicable Schedule and/or this Agreement. Partium shall send the Customer written notice at least thirty (30) days before termination can take effect.
- 11.8. Effect of Termination. Upon termination of this Agreement for any reason:
- a. On-Premises Licensee shall immediately cease all use of the Software and shall promptly uninstall and destroy all copies of the Software in its possession or control and, upon Licensor's request, certify in writing that it has done so.
 - b. Subscription Licensee's access to the Software will be terminated. Licensor may, but is not obligated to, retain Customer Data for an extended ninety-days (90 days) period.
 - c. All outstanding payment obligations of Licensee shall immediately become due and payable on the effective date of termination. Termination will not relieve Customer of the obligation to pay any fees due to Partium. In case the fees in the applicable Schedule extend the period after effective date of termination, those fees shall be pro-rated to the effective date of termination.

- d. Regarding Confidential Information, the Receiving Party shall, upon request by the Disclosing Party, promptly return all of Disclosing Party's Confidential Information, including, without limitation, summaries, extracts, and any copies thereof. Confirmation that all written, electronic, or other tangible information (including any notes, analysis, or memoranda) has been returned, destroyed, or extinguished must be issued to the Disclosing Party upon their request for such action.
- e. Sections 1 "Definitions", 3.1-3.2 under "Customer Obligations and Responsibilities", 4 "Restrictions on Use", 6 "Intellectual Property Rights", 7 "Confidentiality", 8 "Warranties and Disclaimers", 9 "Indemnification", 10 "Limitation of Liability", 12.5 "Governing Law and Dispute Resolution", and 12.6 "Entire Agreement, Interpretation, and Additional Terms" shall survive termination.

12. GENERAL PROVISIONS

- 12.1. Notices.** Except as otherwise specified in the Agreement, all notices under the Agreement will be in writing and will be delivered or sent by (a) email; (b) first class mail, registered or certified, return receipt requested, postage pre-paid; or (c) an international express mail, or national express courier with a tracking system.
- 12.1.1. **Delivery Address.** Notices shall be sent to the Schedule Contact identified in the applicable Schedule. If a notice pertains to the MSA generally (and not a specific Schedule), or if multiple Schedules are in effect with different contacts, such notice shall be sent to the Schedule Contact listed in the most recently executed Schedule, unless a Party has designated a specific 'Primary Contact' in writing.
 - 12.1.2. **Deemed Receipt.** Notices will be deemed given on the day actually received (or delivery is refused) by the Party to whom the notice is addressed.
 - 12.1.3. **Specific Rules for Email.** Notice sent via email shall only be deemed 'actually received' upon the earlier of: (i) a written acknowledgment of receipt by the recipient (which may be a manual reply email); or (ii) the sender receiving a delivery receipt or a 'read' receipt. An automated 'out-of-office' reply does not constitute acknowledgment or receipt for the purposes of this Section. Notwithstanding the above, any notice of material breach or termination sent via email must also be sent by a nationally recognized express courier (with tracking) to be considered legally effective.
- 12.2. Independent Contractors.** The relationship of Partium and Customer is that of independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship.
- 12.3. Force Majeure.** Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent fulfillment or performance of any terms or provisions of the Agreement are delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; fires; floods; acts of God; government action; pandemics (in each case, a "Force Majeure Event"). Each party will give prompt notice to the other party, and the non-performing, hindered or delayed party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues, and such party continues to use its reasonable commercial efforts to re-commence performance whenever and to whatever extent possible. This Section will not apply to the payment of any sums due under the Agreement by either party to the other.
- 12.4. Data Protection.** To the extent that Partium processes Personal Data on behalf of Customer in connection with the Software and/or Professional Services, the Parties shall execute and be bound by the terms of the Data Processing Agreement available at <https://www.partium.io/legal/dpa> (the "DPA"), which is hereby incorporated into this Agreement by this reference.
In the event of any conflict or inconsistency between the terms of the Agreement and the terms of the DPA, the terms of the DPA shall prevail with respect to the processing of Personal Data only, and the terms of the Agreement shall otherwise remain in full force and effect.
- 12.5. Governing Law and Dispute Resolution.** If you're entering this agreement with

- a. Partium, Inc. This Agreement shall be governed by the laws of the State of Delaware, U.S.A., excluding its conflict of laws rules. Any dispute arising out of or relating to this Agreement shall be finally settled by binding arbitration administered by the ICDR (AAA) under its International Arbitration Rules. The seat of arbitration shall be Wilmington, Delaware, U.S.A. The arbitration shall be conducted in English before one (1) arbitrator. Judgment on the award may be entered in any court of competent jurisdiction. Either party may seek interim or injunctive relief from the state or federal courts located in Delaware.
 - b. Partium Technologies GmbH. This Agreement shall be governed by the laws of Austria, excluding its conflict of laws rules. Any dispute arising out of or relating to this Agreement shall be finally settled by binding arbitration administered by VIAC under the Vienna Rules. The seat of arbitration shall be Vienna, Austria. The arbitration shall be conducted in English before one (1) arbitrator. Judgment on the award may be entered in any court of competent jurisdiction. Either party may seek interim or injunctive relief from the competent courts in Vienna, Austria.
- 12.6. Entire Agreement, Interpretation, and Additional Terms.** The Agreement constitutes the entire agreement between Partium and Customer with respect to the subject matter hereof. The Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. No modification of the Agreement or of any Schedule will be effective unless contained in writing and signed by an authorized representative of each Party. Additional Schedules may be added to the Agreement, provided that each such Schedule is signed by both parties. Each Schedule so added shall be governed by the terms of this Agreement. In the event of any conflict between the terms of the applicable Schedule and these Terms and Conditions, the terms of that Schedule will govern, but only with respect to the specific services and/or products governed by that Schedule. Partium expressly rejects any and all terms and conditions, whether additional to or different from those contained in this Agreement, that are proposed by Customer in any purchase order, acknowledgement, or other similar document. Such proposed terms and conditions shall be of no force or effect unless specifically agreed to by Partium in a separate writing signed by an authorized representative of Partium. Partium's commencement of performance, delivery, or acceptance of payment for any order shall not be construed as acceptance of any of Customer's proposed terms or conditions.
- 12.7. Counterparts and electronic signature.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement and any other documents to be delivered in connection herewith may be executed by electronic signature (such as DocuSign or Adobe Sign), which shall be considered an original signature for all purposes and shall have the same force and effect as a handwritten signature.
- 12.8. Assignment.** Unless otherwise explicitly set forth herein, neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld (and in no case can such consent be withheld for more than ten (10) business days) and in which case the assigning Party will ensure that the assignee assumes all obligations of this Agreement. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety without the other Party's consent in connection with the sale of all or substantially all of the assets of the business unit to which this Agreement pertains. Each Party may also assign its rights hereunder to any of its Affiliates without the other Party's consent.
- 12.9. Export Requirements.** Customer agrees that these commodities, technology or software are subject to EU and US export regulations. Customer agrees to export, re-export or import the Software only in compliance with applicable respective export- and import regulations and controls.
- 12.10. Miscellaneous.** Headings in the Agreement are for reference purposes only and will not affect the interpretation or meaning of the Agreement.

- 12.11. Severability.** If any clause, or part of a clause, of this Agreement is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the clause or paragraph which contains the relevant provision shall not be affected, unless otherwise stipulated under applicable law. If the remainder of the provision is not affected, the Parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the clause, or the part of the clause, in question.
- 12.12. No waiver.** No delay or omission by either Party to exercise any right or power it has under the Agreement will be construed as a waiver of such right or power. A waiver by either Party of any breach by the other Party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the Party waiving its rights.

The following Exhibits are incorporated into this Agreement by online reference:

- Exhibit A: Initial Product and Services Schedule (provided by a Partium representative upon entering an Agreement)
- Exhibit B: Service Levels, Software Maintenance, and Support Services available at <https://www.partium.io/legal/sla>
- Exhibit C: Software Limitations and API Terms of Use available at <https://www.partium.io/legal/software-limitations-api-terms>
- Exhibit D: Terms for Authorized Users available at <https://www.partium.io/legal/terms-for-authorized-users>
- Exhibit E: EU Data Regulations available at <https://www.partium.io/legal/eu-data-regulations>.