HUBEXO MASTER SAAS AGREEMENT

1 INTRODUCTION AND DEFINITIONS

1.1 This Agreement is between the Customer and Hubexo. The "**Customer**" means the entity on behalf of which this Agreement is accepted or, if that does not apply, the individual accepting this Agreement. "**Hubexo**" means the applicable Hubexo entity described in Section 21. The Customer and Hubexo may be referred to individually as a "**Party**" and jointly as the "**Parties**".

1.2 If you (the person accepting this Agreement) are accepting this Agreement on behalf of the Customer, you: (i) warrant that you have full legal authority to bind your employer or such entity to this Agreement, and (ii) agree to this Agreement on behalf of your employer or such entity.

1.3 This Agreement commences on the date of signature of an Order Form by the Customer or the date the '*I have read and agree to the Master SaaS Agreement*' checkbox has been checked by the Customer after Customer has reviewed the Agreement ("**Effective Date**"), as applicable, and applies to the Customer's (i) creation of an Account on the Portal, and (ii) subscription to, access to, as well as use of, the Products and other offerings available on the Portal.

1.4 By signing an Order Form sent to you by Hubexo, or checking the "*I have read and agree to the Master SaaS Agreement*" checkbox that is presented to you at the time of (i) your creation of an Account on the Portal, and/or (ii) subscription to a Product, or by using or accessing a Product, you confirm you have agreed to and are bound by this Agreement. If you do not wish to be bound by this Agreement, do not sign an Order Form, or do not check the "*I have read and agree to the Master SaaS Agreement*" checkbox, or do not use or access the Portal and/or the Products.

1.5 This Agreement is designed for commercial entities and users exclusively and is not intended for any individual deemed being a consumer (as defined pursuant to applicable law).

1.6 Capitalized words used herein shall have the following meaning:

"**Account**"	means any accounts or instances created by, or on behalf of, the Customer or its Authorized Users, on the Platform.
"**Affiliates**"	means any entity that directly or indirectly controls, is controlled by, or is under common control with Hubexo. Whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
"**Agreement**"	means jointly the agreement documents set out in Section 1.7 below.
"**AI**"	shall have the meaning ascribed to it in Section 13.1.
"**Authorized Users**"	shall have the meaning ascribed to it in Section 3.1.
"**Claim Against Customer**"	shall have the meaning ascribed to it in Section 10.1.1.
"**Claim Against Hubexo**"	shall have the meaning ascribed to it in Section 10.2.1.
"**Confidential Information**"	shall have the meaning ascribed to it in Section 14.1.

"**Customer**"	shall have the meaning ascribed to it in Section 1.1.
"**Customer Data**"	means the data, information, documents, communications, materials and other content uploaded, accessed, stored, or submitted by any means for the use in a Product by or on behalf of the Customer or its Authorized Users.
"**DPA**"	shall have the meaning ascribed to it in Section 1.7iii), and as available from time to time here **Data Processing Agreement**.
"**Documentation**"	shall have the meaning ascribed to it in Section 1.7ii).
"**Effective Date**"	shall have the meaning ascribed to it in Section 1.3.
"**Force Majeure**"	shall have the meaning ascribed to it in Section 15.1.
"**Freemium Product**"	shall have the meaning ascribed to it in Section 17.1.
"**GDPR**"	shall have the meaning ascribed to it in Section 9.2.1.
"**Hubexo**"	shall have the meaning ascribed to it in Section 1.1.
"**Hubexo ID**"	means the identification account system provided by Hubexo, through which the Authorized Users create a technical ID necessary in order to access and use the Products.
"**Intellectual Property Rights**"	means inventions, patents, designs, copyrights, trademarks, trade names, know-how, domain names, rights in databases, trade secrets and any other rights of a similar nature in any jurisdiction and all rights in licenses in relation to the foregoing and any other intellectual property, whether registered or unregistered.
"**Order Form**"	means the signed document which details the items Customer has committed to purchase from Hubexo and forms part of the Agreement.
"**Party**" and "**Parties**"	shall have the meaning ascribed to it in Section 1.1.
"**Performance Warranty**"	shall have the meaning ascribed to it in Section 8.3.
"**Portal**"	means our Platform accessible via computer or mobile device (**https://admin.se.hubexo.com/account/**) relating to the Products.
"**Product**"	means any and all such products as made available by Hubexo on the Portal from time to time, whether subject to payment of fees or not.
"**Product Specific Terms**"	means the terms and conditions specific to a Product, which form part of this Agreement where Customer has purchased a subscription to such Product, as set out in Schedule 1.
"**Subscription Term**"	means the period during which the Customer has agreed to subscribe to Product.
"**Support**"	means the standard customer support that Hubexo provides for its Products in accordance with the support hours, channels, and procedures established for the jurisdiction applicable to the Customer and specific to each Product.
"**Taxes**"	shall have the meaning ascribed to it in Section 5.1.

1.7 This Agreement is comprised of the following documents:

i) this main body of the Agreement;

ii) any document and/or information referred to or linked to in this main body of the Agreement, including (without limitation) any Order Forms, Product Specific Terms, exhibits, schedules, appendices, etc. available on the Platform, which hereby are incorporated to this Agreement by reference (the "**Documentation**"); and

iii) the data processing agreement ("**DPA**") entered into between the Parties (if any) by way of this Agreement.

1.8 In the event of conflict or discrepancies between any of the terms and conditions encompassed by this Agreement, the terms and conditions of the different agreement documents shall be interpreted and applied in accordance with the following order of precedence (unless the context otherwise explicitly requires):

i) the DPA;

ii) the Documentation;

iii) this main body of the Agreement.

1.9 For the avoidance of doubt, the order of precedence and the rules regarding the conflict or discrepancies between the terms of this Agreement and other documents established in Section 1.8, do not apply to (i) public purchase procedures, whether by tender or by invitation, whenever Hubexo expressly agrees with the provisions established in those procedures and/or in the applicable public contracts legislation, which, in those cases will have precedence over the terms of this Agreement, unless expressly excluded, namely in the proposal submitted by Hubexo, or (ii) such extent the Parties separately have entered into a written document (e.g. an Order Form) establishing its own order of precedence provisions (in which case said order of precedence provisions shall apply).

2 ACCESS TO THE PRODUCTS

2.1 Following the Customer's acceptance of this Agreement, the Customer may from time to time – via its Account on the Portal – access and/or subscribe for a Product in accordance with the terms and conditions of this Agreement (including the relevant Product Specific Terms). Unless otherwise agreed in a separate written agreement between the Parties, access to the Products is purchased as subscriptions for the Subscription Term as selected in the purchasing section of the Portal, or as set out in an Order Form.

2.2 Subject to this Agreement, and during the applicable Subscription Term, Hubexo grants the Customer a non-exclusive, non-transferable, revocable and limited license to use the Products and related Support for its own business purposes, in accordance with the Documentation and subject to the Customer's scope of use.

2.3 This license to use the Products shall under no circumstances be construed as granting authorization to the Customer a right to transform, exploit, reproduce, distribute, or publicly communicate the Products, nor to transfer, sublicense, or commercialize them, whether in whole or in part, in any form whatsoever, except as expressly provided in this Agreement.

2.4 The Customer is expressly prohibited from transferring, assigning, leasing, or selling the Products to any third party, in whole or in part, as well as from carrying out any other act of temporary or permanent disposal thereof, whether free of charge or for consideration, including subject to royalties, except as expressly provided in this Agreement.

2.5 The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Products, in the event of any such unauthorized access or use, promptly notify Hubexo thereof.

2.6 For the avoidance of doubt, a subscription does not entail any transfer of ownership of any Intellectual Property Rights but rather grants the Customer a license to use the Products for the duration of the Subscription Term.

2.7 A subscription is revocable in accordance with the terms and conditions of this Agreement, as well as subject to the timely payment of the applicable fees and the Customer's compliance with the terms and conditions set out in this Agreement.

2.8 Hubexo will (i) make the Products available pursuant to this Agreement and the Documentation, and (ii) at no additional charge, provide the Customer with the Support.

2.9 The Customer acknowledges that Hubexo may from time to time modify or change the manner, nature, quality and/or features and functionality of any Product (including, for the avoidance of doubt, during a Subscription Term) to the extent such change applies to Hubexo's customers in general.

2.10 Where Hubexo increases functionality of any Product as generally provided by Hubexo to its customers at no additional charge, such functionality should be provided to the Customer without any increase in

the fee for the relevant subscription. However, improvements and new features of a Product may be subject to additional subscriptions and/or fees. Hubexo reserves the right to review and amend its subscription model from time to time, including the possibility of converting Products or features that were previously offered free of charge into paid Products subject to additional subscriptions and/or fees. For the avoidance of doubt, such amendments will not take effect during a Customer's in-force Subscription Term.

2.11   Hubexo shall not, during an in-force Subscription Term, materially decrease the overall functionality of a Product subscribed to by the Customer unless Hubexo provides the Customer with a written notice thereof at least thirty (30) calendar days in advance of such change or modification entering into effect. If the Customer reasonably considers the relevant change or modification to materially adversely affect the Customer, the Customer's sole and exclusive remedy shall be: (a) terminating the relevant Product by providing Hubexo with a written notice thereof no later than one (1) calendar day before the change or modification entering into effect, and (b) refund of any prepaid amounts for the applicable Product on a pro-rata basis for the remaining Subscription Term following the termination date.

2.12   Hubexo will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Hubexo's obligations under this Agreement, except as otherwise specified in this Agreement.

2.13   Hubexo is never liable for the Customer's and its Authorized Users' hardware, internet connection and the network that is being used to gain access to, and make use of, the Products. It is therefore also the Customer's responsibility to arrange for and fulfil the technical requirements needed to access the Products, such as to have the equipment and software required for the performance of the Products and to ensure that Customer Data and any software used in connection with the Products is in a format suitable for the Products.

2.14   Inclusion of third-party content and links to third party websites in Hubexo Products does not imply any endorsement by Hubexo of such content and websites, or the products or services available from such websites.

3   USE OF THE PRODUCTS

3.1   The Customer may entitle authorized users within the Customer's organization (employees and representatives) to access and use the Products (each an "**Authorized User**"), in accordance with the Documentation. Any such access to or use of the Products by the Authorized Users shall be subject to and in accordance with the terms and conditions of this Agreement, and the Customer shall be liable for ensuring that its Authorized Users is aware of, and has accepted, the terms and conditions of this Agreement.

3.2   All Authorized Users will on the Platform be required to accept the terms and conditions of this Agreement. The Customer is responsible for its Authorized Users' compliance with this Agreement and all activities of its Authorized Users, including (without limitation) their access and/or subscription to a Product, use of the Products, payment obligations, and how Authorized Users input and use Customer Data. The Customer shall be liable for any and all acts and omissions of its Authorized Users in connection with their access to, or use of, the Products to the same extent as if such acts or omissions were performed by the Customer itself.

3.3   For the avoidance of doubt, all rights granted to the Customer under this Agreement apply exclusively to the Customer as defined in the preamble of this Agreement, and shall not extend to or be construed as rights conferred upon the Authorized Users in their individual capacity, except to the extent expressly and specifically set forth in this Agreement.

3.4   Authorized Users may be required to create a Hubexo ID (including an accosted password) when first accessing and using a Product.

3.5   The Customer shall, and must ensure that each Authorized User shall, keep login credentials (including hereafter, for the avoidance of doubt, any Hubexo ID) confidential and must promptly notify Hubexo if it becomes aware of any unauthorized access to any Authorized User's login credentials or other unauthorized access to or use of the Products.

3.6   Each Authorized User's login credentials are personal and exclusive for the specific Authorized User. An

Authorized User may not share its login credentials with any other person.

3.7 Except to the extent otherwise expressly permitted by this Agreement, the Customer must not (and must not permit anyone else to):

(a) make any Product including, for the avoidance of doubt, any content within a Product, available to anyone other than the Customer and its Authorized Users (and promptly notify Hubexo of any such unauthorized access or use), or use any Product including, for the avoidance of doubt, any content within a Product, for the benefit of anyone other than the Customer;

(b) sell, resell, license, sublicense, distribute, rent or lease any Product (including, for the avoidance of doubt, any content within a Product), or include any Product in a service bureau or outsourcing offering;

(c) use a Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

(d) use a Product to store or transmit material that is harmful, threatening, defamatory, obscene infringing, harassing or racially or ethnically offensive, or depicts sexually explicit images;

(e) use a Product to store or transmit material that is discriminatory based on race, gender, color, religious belief, sexual orientation, disability;

(f) interfere with or disrupt the integrity or performance of any Product;

(g) to gain unauthorized access to any Product or its related systems or network;

(h) modify, copy, duplicate, or create derivative works of a Product or any part, feature, function or user interface thereof;

(i) copy or extract any content of a Product except as permitted herein or the Documentation;

(j) use any automated or programmatic method to extract data from the Products;

(k) use any Product (or any content or data within or derived from any Product) to train, develop, improve, or otherwise create artificial intelligence algorithms, machine learning models, large language models, or any other automated learning systems, whether for the Customer's own use or for the benefit of any third party;

(l) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Products;

(m) interfere with or circumvent Product usage limits or scope of use restrictions;

(n) remove, obscure or modify in any way any proprietary or other notices or attributes in the Products; or

(o) use or permit anyone other than the Customer and its Authorized Users to use a Product for the purpose of developing and/or maintaining for themselves, or for others, an alternative product which either directly or indirectly competes with a Product or serves the same or a similar purpose as the Product.

3.8 With respect to any Customer Data, the Customer is responsible for:

(a) the content, quality, legality, and accuracy of the Customer Data provided by the Customer and its Authorized Users; and

(b) obtaining all necessary consents and licenses, and making all necessary disclosures, before sharing Customer Data with Hubexo, and necessary for Hubexo to use Customer Data to provide the Products; and

(c) ensuring that any Customer Data shared with Hubexo is lawfully processed and that an appropriate legal basis exists for any disclosure of personal data to third parties.

3.9 The Customer is responsible for determining whether the Products meet Customer's requirements related to its intended use.

3.10 The Customer shall use the Products solely for the purposes set forth in this Agreement and shall not use them for any other purposes.

3.11 Neither the Products, nor the information they contain, nor the information provided through Hubexo services are intended, and accordingly shall not be relied upon, either as a substitute for professional advice or judgement, or to provide legal or other advice with respect to any particular circumstance.

4 SUBSCRIPTION TERMS, FEES AND PAYMENT

4.1 The Customer may from time to time – via its Account on the Portal or via a signed Order Form – access and/or subscribe for a Product in accordance with the terms and conditions of this Agreement. Access to the Products is purchased as subscriptions for the Subscription Term as stated in the purchasing section of the Portal or as set out in the relevant Order Form.

4.2 The Customer shall pay all fees applicable to the Products it has accessed or subscribed to. The applicable fees for each Product are as set out in the purchasing section of the Portal from time to time, or the relevant Order Form.

4.3 Unless otherwise set out in the Portal, (i) fees are based on subscriptions purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term.

4.4 The payment methods available to the Customer will either be as set out in the relevant Order Form, or be presented to the Customer in the purchasing section of the Portal when accessing and/or subscribing to a Product. The Customer shall provide Hubexo with valid and updated payment information as requested in the Portal. The Customer shall be responsible for selecting a payment method through which Hubexo will be able to charge all applicable and due fees under this Agreement for the relevant Product, and the Customer hereby authorizes Hubexo to charge the Customer such fees through the selected payment method.

4.5 The Customer shall be responsible for notifying Hubexo of any changes to its payment information without undue delay.

4.6 The applicable Subscription Term for a Product shall be as set out either in the applicable Order Form, or in the purchasing section of the Portal at the time of the Customer's access to, or subscription of, a Product. In the event that no such Subscription Term has been defined on the Portal, the Subscription Term shall be thirty (30) calendar days.

4.7 Unless otherwise specified within the relevant Product Specific Terms, at the end of each Subscription Term, the subscription will automatically renew for a new Subscription Term corresponding to the then-current Subscription Term at Hubexo's then-current pricing, unless either Party provides the other Party with a written notice of non-renewal. Such a written notice of non-renewal must be provided to Hubexo (i) for Subscription Terms of twelve (12) months, at least ninety (90) calendar days prior to the expiry of the then-current Subscription Term, and (ii) for Subscription Terms of less than twelve (12) months, at least fourteen (14) calendar days prior to the expiry of the then-current Subscription Term.

4.8 All charges shall be made in advance for the upcoming Subscription Term.

4.9 Hubexo reserves the right to revise the pricing for any Product at the end of each Subscription Term. Any such revised pricing shall apply upon renewal of the Subscription Term, as set out in Section 4.7. The Customer acknowledges that continued use of a Product after renewal constitutes acceptance of the updated pricing.

4.10 To the extent Hubexo is unable to charge the Customer for any amount due under this Agreement, Hubexo shall be entitled to – at its own discretion – issue an invoice to the Customer regarding a corresponding amount (including, without limitation, purchased subscriptions, overages to scopes of use, expenses, and unpaid fees (in each case, as applicable)). Any such amount payable pursuant to an invoice is due thirty (30) calendar days net from the date of the invoice.

4.11 In the absence of any disputes or amounts mandatorily withheld by law, all payments must be settled in full by the Customer in accordance with the Agreement. Undisputed payments must be paid by the date stipulated without any set-off, deduction, or withholding. To dispute a payment, the Customer must notify Hubexo in writing fourteen (14) calendar days prior to the payment's due date, providing a clear explanation of the dispute. Hubexo agrees to review and consider disputes made in good faith and provide a written determination within a reasonable timeframe. Any undisputed portion of the payment must still be paid by the due date.

4.12 In the event the Customer fails to make payment of a due amount, Hubexo – in addition to any other available remedies under this Agreement – may charge interest on overdue amounts at 1.5% per month (or the highest rate permitted by applicable law.

4.13 In the event that a subscription involves partial payments of fees over the relevant Subscription Term, and the Customer fails to make payment of due amounts on three (3) or more occasions during the Subscription Term, Hubexo shall be entitled to – in addition to any other available remedies under this Agreement – declare all remaining payment instalments for the subscription immediately due and payable, irrespective of their original due dates. Hubexo shall be entitled to issue an invoice for an amount corresponding to the accelerated amounts, and the invoice shall be due thirty (30) calendar days net from the date of the invoice.

TAXES

5.1 All fees and charges under this Agreement are exclusive of applicable taxes, levies, duties, or similar governmental charges, such as value-added tax (VAT), sales tax, goods and service tax, or use tax (collectively, "**Taxes**"), which shall be paid by the Customer at the rate and in the manner prescribed by applicable law.

5.2 The Customer is responsible for paying Taxes applicable in connection with the access to and use of the Products, other than Taxes on Hubexo's net income.

5.3 If Hubexo is legally required to collect Taxes on behalf of a taxing authority, these Taxes will be itemized on the invoice provided to the Customer. The Customer agrees to pay the invoiced Taxes unless it provides Hubexo with a valid tax exemption certificate authorized by the appropriate taxing authority by the invoice payment due date.

6   TEMPORARY SUSPENSION OF THE PRODUCTS

6.1 Hubexo reserves the right to immediately suspend and/or limit the Customer's access to and use of the Products, and/or immediately remove Customer Data, due to the following reasons:

(a) in the event that Hubexo justifiably suspects that the Customer burdens or uses the Products in a manner that causes problems, threat, or damage to the Products or to the other users thereof, or jeopardizes the Products to other users, or that they otherwise are in breach of the Agreement;

(b) if Hubexo becomes aware that Customer Data may violate applicable law, this Agreement, or the rights of others;

(c) if Hubexo becomes aware of, or has valid reason to believe, that the Customer is engaging in unlawful use of the Products;

(d) if a payment pursuant to this Agreement is overdue, and Hubexo has given the Customer no fewer than ten (10) calendar days' written notice thereof (however, not to the extent that such payment has been disputed in good faith by the Customer in accordance with Section 4.11); or

(e) suspension of access to and use of the Products is (i) necessary for performing installation, repair, change or maintenance work in respect of the Products or the general communications network (or a part thereof), (ii) due to a severe data security risk related to the Products, or (iii) due to a Force Majeure event.

6.2 In the event that Hubexo will remove Customer Data in Accordance with Section 6.1, any such removal of Customer Data will reasonably be limited to the data directly causing the issue, provided, however, that any data that is subject to applicable legal or contractual retention obligations will not be deleted. Any such removal of Customer Data will be carried out in accordance with applicable data protection legislation, and Hubexo will document the justification for such measures (as applicable).

6.3 Hubexo may also take any such measures where required by applicable law, or at the request of a governmental authority.

6.4 Unless legally prohibited from doing so or where Hubexo is legally required to take immediate action, Hubexo will use commercially reasonable efforts to notify the Customer and allow the Customer the opportunity to remedy the issue (if possible to remedy), before taking any such measures. Any such notification from Hubexo shall include the reasons for any suspension as well as the estimated duration

of the suspension (if this is reasonably possible).

6.5 Hubexo will take reasonable steps to mitigate and minimise the duration of any suspension or access limitation. Access to the Products will be restored promptly once the underlying issue is resolved to Hubexo's reasonable satisfaction.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 Except as expressly set out in this Agreement, neither Party grants the other any rights or licenses to its Intellectual property Rights under this Agreement.

7.2 Subject to the limited rights expressly granted hereunder, Hubexo or its third-party licensors own all Intellectual Property Rights in and to the Products, Support and Documentation, including any modifications, updates or derivatives. All Intellectual Property Rights, any changes thereto and other materials, in whatever form, including trade secrets, that come into existence in connection with or as the result of the provision of the Products shall vest in and be the exclusive property of Hubexo or its licensors.

7.3 Without prejudice to the generality of Section 7.2, the Hubexo logos and all other Hubexo trademarks, product names, and trade names logos appearing in, on or in connection with the Products are owned by Hubexo or its licensors. The Customer may not use or display any such trademark, product name, trade name, or logo without Hubexo's or the relevant owner's prior written consent.

7.4 As between the Parties, the Customer owns all Intellectual Property Rights and other rights in Customer Data.

7.5 The Customer grants Hubexo the right to:

(a) use Customer Data as necessary to provide and enhance the Products and fulfil Hubexo's obligations under this Agreement;

(b) use Customer Data to provide relevant marketing materials to the Customer and its Authorized Users; and

(c) anonymize and aggregate Customer Data (and related usage data) with similar information from other customers ensuring no individual or individual organization can be identified directly or indirectly, to improve, develop, or offer new services, tools, or insights.

7.6 Any anonymization of Customer Data performed by Hubexo will make use of industry-standard techniques intended to render the data irreversibly non-identifiable. The Customer acknowledges that Hubexo may use such anonymized data in compliance with applicable laws and this Agreement, including for the development and improvement of the Products.

7.7 Hubexo may incorporate, make use of, record and disclose to its Affiliates any Customer Data and information relating to the usage of the Customer Data, on the basis of the execution of this Agreement as well as the pursuit of its legitimate interests.

7.8 If the Customer provides Hubexo with feedback or suggestions regarding the Products or other Hubexo offerings, Hubexo may use the feedback or suggestions without restriction or obligation. If the feedback includes the Customer's Confidential Information, Hubexo does not own that information and will handle it in accordance with Section 14 (*Confidentiality*) in this Agreement.

8 REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

8.1 Each Party warrants that it will comply with all applicable laws in performing its obligations or exercising its rights in this Agreement and represents that it

(a) has the legal power and authority to enter into this Agreement;

(b) is duly organized, validly existing, and in good standing under applicable laws; and

(c) has all rights necessary to meet its obligations under this Agreement.

8.2 For the avoidance of doubt, Hubexo makes no warranty that the Customer's use of the Products will comply with the Customer's legal obligations, which the Customer is solely responsible for determining.

8.3 Hubexo warrants to the Customer that (a) the Products will operate in substantial conformity with the applicable Documentation during the applicable Subscription Term, (b) Hubexo will provide the Customer with the Support, and (c) Hubexo will use reasonable efforts designed to ensure that the Products, when and as provided by Hubexo, are free of any viruses, malware or similar malicious code (a "**Performance Warranty**").

8.4 If the Customer notifies Hubexo in writing of a breach of a Performance Warranty, Hubexo will, within thirty (30) calendar days of notification, at its discretion (acting reasonably) and expense:

(a) repair or replace the non-conforming Product or re-perform the Support service (if applicable); or

(b) if repair, replacement, or reperformance is not feasible, terminate the affected Product and provide a *pro-rata* refund of any prepaid amounts for the affected Product for the remaining Subscription Term.

8.5 These remedies in this Section 8 are the Customer's sole and exclusive remedies for breach of a Performance Warranty, and do not apply to: (a) the extent the issue or non-conformity is caused by the Customer's unauthorized use or modification of the Products, (b) the extent the issue or non-conformity is caused by the Customer's breach of this Agreement, or (c) unsupported releases of the Products.

8.6 To the maximum extent permitted by applicable law, Hubexo disclaims all warranties not expressly stated in this Agreement, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation. Except as expressly provided, all Products, Support, and materials are provided on an "*as is*" and "*as available*" basis. Hubexo makes no warranty that the Products, the Documentation, or that results of use will: (a) meet the Customer's or any third party's requirements; (b) operate without interruption; (c) achieve any intended result; (d) be error-free; or (e) be compatible or work with Customer components.

8.7 Hubexo shall not, in any circumstances, be liable for the legality, reliability, integrity, quality or accuracy of any data or content in any Product where such data or content is supplied or inputted by a third party; nor for the reliability, accuracy or relevance of the results obtained by use of any of the foregoing.

8.8 The Products may provide links to third-party websites. Hubexo is not responsible for:

(a) the availability or accuracy of such third-party websites;

(b) the content, products, or services on or available from such third-party websites or the data protection or privacy practices of such websites; or

(c) links to such third-party websites do not imply any endorsement by Hubexo of such third-party websites, or the content, products, or services available from such third-party websites.

8.9 The Customer takes sole responsibility for, and assumes all risks arising from, the Customer's use of any such third-party website referenced in Section 8.8.

8.10 Further disclaimers with respect to use of artificial intelligence and machine learning in the Products are set out in Section 13.

9 DATA SECURITY AND DATA PROTECTION

9.1 Data Security

9.1.1 Hubexo will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as such safeguards are described in the Data Processing Agreement. Those safeguards will include, but will not be limited to, measures designed to help prevent unauthorized access to or disclosure of Customer Data.

9.2 Data Protection

9.2.1 Each Party shall ensure that their performance under the Agreement complies with all applicable personal data protection laws, including the General Data Protection Regulation (EU) 2016/679 (the

"**GDPR**"), as applicable, and as amended, repealed, replaced, and consolidated from time to time.

9.2.2   Each party will comply with their respective obligations under the applicable personal data protection and security legislation in relation to the processing of personal data under this Agreement. Except as permitted herein or to the extent allowed otherwise by the applicable personal data protection and security legislation, Hubexo will implement appropriate technical and organizational measures designed to ensure a level of security appropriate to the risk. This will include measures intended to prevent unauthorized disclosure of or access to personal data by third parties.

9.2.3   To the extent that Hubexo processes any personal data on the Customer's behalf in the performance of this Agreement, the DPA shall be incorporated into the Agreement, and shall govern the obligations of the Parties in relation to data protection and the processing of such personal data.

9.2.4   In addition to its obligations under the DPA, Hubexo shall handle personal data of Customer in accordance with the terms of Hubexo's **Privacy Policy**.

10   INDEMNITIES

10.1   Indemnity by Hubexo

10.1.1   Subject to Sections 10.1.2-10.1.3, Hubexo will defend the Customer against any claim, demand, suit or proceeding made or brought against the Customer by a third party alleging that any Product infringes or misappropriates such third party's Intellectual Property Rights (a "**Claim Against Customer**"), and will indemnify the Customer from any damages, attorney fees and costs finally awarded against the Customer by a court of competent jurisdiction as a result of, or for amounts paid by the Customer under a settlement approved by Hubexo in writing of, a Claim Against Customer.

10.1.2   Hubexo shall have no liability or obligations pursuant to a Claim Against Customer to the extent that it results from:

(a)   modifications to the infringing Product made by a party other than Hubexo or a party under its direct control;

(b)   the combination, operation, or use of the infringing Product with unauthorized third-party products, software, services, or materials;

(c)   use of the infringing Product in breach of the Agreement;

(d)   Products for which there is no charge; or

(e)   any Customer Data, designs, instructions, specifications, or similar materials provided by the Customer.

10.1.3   Hubexo's indemnification obligations pursuant to a Claim Against Customer are subject to the Customer:

(a)   promptly (however, always within fifteen (15) calendar days of becoming aware of the Claim Against Customer) notifying Hubexo in writing of the Claim Against Customer;

(b)   giving Hubexo sole control of the defense and settlement of the Claim Against Customer and all related settlement negotiations (except that Hubexo may not settle any claim without the Customer's prior written consent, unless it unconditionally releases the Customer of all liability); and

(c)   providing Hubexo with the information, assistance, and authority necessary to fulfil its obligations under this Section 10.1 (at Hubexo's expense).

10.1.4   In the event of a Claim Against Customer or Hubexo's reasonable belief that a Claim Against Customer may arise, Hubexo, at its option and expense, may:

(a)   procure the right for the Customer to continue using the infringing Product in accordance with the Agreement;

(b)   make modifications to or replace the infringing Product so that it becomes non-infringing without incurring a material reduction in performance or functionality; or

(c)   if (a) or (b) are not commercially feasible, terminate the Customer's right to use the infringing Product and provide a *pro-rata* refund of any prepaid amounts for the infringing Product for the

remaining Subscription Term.

10.1.5 **This Section 10.1 sets out the Customer's sole and exclusive remedies and Hubexo's entire liability with respect to Hubexo's indemnification obligations under this Agreement.**

10.2 Indemnity by the Customer

10.2.1 Subject to Section 10.2.2, the Customer will defend Hubexo against any claim, demand, suit or proceeding made or brought against Hubexo by a third party alleging that (i) the Customer's use of the Products in breach of this Agreement, or (ii) Customer Data, infringes or misappropriates such third party's Intellectual Property Rights (a "**Claim Against Hubexo**"), and will indemnify Hubexo from any damages, attorney fees and costs finally awarded against Hubexo by a court of competent jurisdiction as a result of, or for amounts paid by Hubexo under a settlement approved by the Customer in writing of, a Claim Against Hubexo.

10.2.2 The Customer's indemnification obligations pursuant to a Claim Against Hubexo are subject to Hubexo:

(a) promptly (however, always within fifteen (15) calendar days of becoming aware of the Claim Against Hubexo) notifying the Customer in writing of the claim; and

(b) providing the Customer with the information, assistance, and authority necessary to fulfil its obligations under this Section 10.2 (at the Customer's expense).

10.2.3 This Section 10.2 sets out Hubexo's sole and exclusive remedies and the Customer's entire liability with respect to the Customer's indemnification obligations under this Agreement.

10.2.4 Should the Customer fail to comply with the foregoing provisions, Hubexo shall be entitled to pursue the appropriate legal remedies against the Customer.

11 LIMITATION OF LIABILITY

11.1 **In no event will either Party have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill, loss of data and information, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a Party has been advised of the possibility of such damages.**

11.2 **To the maximum extent permitted by applicable law, Hubexo's entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid to Hubexo for the Products and Support giving rise to the liability during the twelve (12) months preceding the first event out of which the liability arose.**

11.3 **The limitations and exclusions of liability set forth in this Section 11 do not apply to:**

(a) **fees and taxes due and payable by the Customer under this Agreement;**

(b) **the indemnification obligations in Section 10;**

(c) **infringement, misappropriation or other violation of a Party's Intellectual Property Rights;**

(d) **gross negligence, fraud or willful misconduct; or**

(e) **any other liability that cannot be excluded or limited under applicable law.**

11.4 **The limitations and exclusions in this Section 11 shall apply regardless of the legal basis of the claim, including contract, tort (including negligence), statute, strict liability, or any other legal theory.**

12 TERM AND TERMINATION

12.1 This Agreement commences on the date the Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

12.2 The applicable Subscription Term for a Product shall be as set out in Section 4.

12.3 Notwithstanding anything to the contrary, either Party may terminate this Agreement or a Subscription Term for cause with immediate effect by giving written notice to the other Party if:

(a)   the other Party commits a material breach of this Agreement that is not remedied within thirty (30) calendar days of receiving written notice specifying the breach and requiring it to be remedied;

(b)   the other Party engages in persistent breaches which, when taken together, can reasonably be considered to constitute a material breach and shall be subject to the remedy period set out in Section 12.3(a) above; or

(c)   the other Party is unable to pay its debts when they fall due or admits inability to pay its debts, becomes insolvent, files for bankruptcy, or undergoes similar proceedings.

12.4   Hubexo shall also be entitled to terminate this Agreement or a Subscription Term, wholly or in part, with immediate effect, if Hubexo has suspended the Customer's access to a Product pursuant to Section 6 and the Customer has not demonstrated to Hubexo's satisfaction within thirty (30) calendar days from Hubexo's suspension notice that it has used the Product in conformity with the Agreement.

12.5   If the Customer terminates this Agreement or a Subscription Term in accordance with Section 12.3, Hubexo will refund to the Customer any pre-paid, unused fees for the terminated portion of the Agreement or applicable Subscription Term. In no event will termination relieve the Customer of its obligation to pay any fees payable to Hubexo for the period prior to the effective date of termination.

12.6   Upon expiration or termination of this Agreement or a Subscription Term: (a) the Customer's rights to use the applicable Products and Support will cease, and (b) the Customer must immediately cease accessing and using the Products (and delete any software components (if any) included therein and stored in its own systems).

12.7   Upon the Customer's written request, Hubexo will make Customer Data available to the Customer for export or download as provided in the Documentation for thirty (30) calendar days after the effective date of expiration or termination of this Agreement or a Subscription Term, except for Customer Data that (i) has been deleted in accordance with the Documentation, (ii) was created and/or used in violation of this Agreement, or (iii) unless prohibited by law or legal order. Thereafter, Hubexo will have no obligation to maintain or provide any Customer Data and Hubexo may delete Customer Data unless retention is required to comply with contractual, legal or regulatory obligations. Further, Hubexo's deletion and/or retention procedure pertaining to personal data is further regulated in the DPA.

12.8   The rights and obligations of the Parties under this Agreement that by their nature or context are intended to survive termination or expiration of this Agreement will remain in effect, including but not limited to Sections related to Sections 4 (*Subscription Terms, Fees and Payment*), 7 (*Intellectual Property*), 10 (*Indemnities*), 11 (*Limitation of Liability*), 14 (*Confidentiality*), and 21 (Hubexo Contracting Entity, Governing Law, Dispute Resolution).

13   USE OF ARTIFICIAL INTELLIGENCE

13.1   Hubexo incorporates artificial intelligence and machine learning powered algorithms ("**AI**") in some of its Products to enhance such Products' functionality and user experience. AI is used to assist with tasks such as matching tenders with suppliers, providing tailored recommendations, and analyzing data to simplify the decision-making process.

13.2   AI is a rapidly evolving field of technology. Hubexo is constantly working to make the Products leveraging AI more accurate, reliable, safe, and beneficial. However, given the probabilistic nature of AI, use of such Products may in some situations result in incorrect AI insights that do not accurately reflect true, accurate and/or complete information. The Customer is solely responsible for evaluating the accuracy, correctness, quality and completeness of all AI insights and outputs, as appropriate for its use case, including by using human review.

13.3   For the avoidance of doubt, and without limiting the generality of Section 13.2, AI insights and outputs generated through any Product do not constitute advice or professional guidance from Hubexo and should not be relied upon as such. Hubexo expressly disclaims any responsibility or liability for AI insights or outputs or any such information derived from a Product by way of using AI. Notwithstanding anything to the contrary in this Agreement, the Customer assumes all risks and liabilities associated with the use of AI insights and outputs and any decisions made based thereon.

13.4   The Customer acknowledges that, due to the nature of AI, the AI insights and output may not be unique,

and the Products might generate identical or similar AI insights and outputs for other customers, Hubexo, or any third party.

14   CONFIDENTIALITY

14.1   Each Party may share confidential, proprietary, or sensitive information ("**Confidential Information**") with the other Party in connection with this Agreement. Subject to Section 14.2, Hubexo's Confidential Information includes any source code and technical or performance information about the Products, as well as the content of the Products. The Customer's Confidential Information includes the Customer Data. As between the Parties, each Party retains all ownership rights in and to its Confidential Information.

14.2   Confidential Information does not include publicly available information obtained without breach of this Agreement or any information that:

(a)   was known by the receiving Party on a non-confidential basis before disclosure;

(b)   was lawfully obtained from a third party without confidentiality obligations; or

(c)   is independently developed without reference to or use of the disclosing Party's information.

14.3   The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the disclosing Party in writing, limit access to Confidential Information to those who need that access for purposes consistent with this Agreement and who are bound by confidentiality undertakings with the receiving Party containing protections not materially less protective of the Confidential Information than those herein.

14.4   The receiving Party may disclose Confidential Information of the disclosing Party to the extent compelled by law to do so, provided the receiving Party gives the disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance (at the disclosing Party's cost) if the disclosing Party wishes to contest the disclosure and any reasonable effort to obtain confidential treatment.

14.5   The Customer acknowledges that the Products may contain Confidential Information belonging to Hubexo. Accordingly, the Customer shall take all reasonable measures to preserve the confidentiality of such information and to prevent its disclosure to any third party.

14.6   Unauthorized use or disclosure of Confidential Information may cause substantial harm, for which damages alone is an insufficient remedy. Each Party may seek appropriate equitable relief, in addition to other available remedies, for breach or anticipated breach of this Section 14 (Confidentiality).

14.7   Upon termination of this Agreement, the receiving Party will, upon written request, destroy or return Confidential Information, except as required for legal or regulatory purposes or archival practices.

14.8   The Parties' obligations pursuant to this Section 14 shall apply during the term of the Agreement, and for a period of five (5) years following the expiration or termination of the Agreement.

15   FORCE MAJEURE

15.1   Neither Party will be considered in breach of this Agreement if a delay in meeting their obligations is caused by a condition beyond their reasonable control ("**Force Majeure**"). This includes, but is not limited to, strikes, industrial disputes, utility or transport failures, natural disasters, war, riots, vandalism, compliance with laws or government orders, terrorist acts, internet or communication network failures, cyberattacks, fires, floods, or storms.

15.2   A Party shall notify the other Party in writing without delay of a Force Majeure event. The Party shall correspondingly notify the other Party of the termination of a Force Majeure event.

15.3   As soon as practicable following the affected Party's notification of a Force Majeure event, the Parties shall consult with each other in good faith and use all reasonable endeavors to agree appropriate terms to mitigate the effects of the Force Majeure event and to facilitate the continued performance of this Agreement.

15.4   A Force Majeure event suffered by a sub-contractor of a Party shall also discharge such a Party from

liability.

16   COMPLIANCE WITH LAW, EXPORT REGULATION, POLICIES, ETC.

16.1   Each Party must comply with all laws applicable to its business in its performance of obligations or exercise of rights under this Agreement.

16.2   The Products and derivatives thereof may be subject to export laws and regulations of the EU, the United States, and other jurisdictions. The Customer agrees to comply with all such laws and regulations as they relate to the access to and use of the Products and derivatives thereof.

16.3   The Customer shall not (and shall procure that Authorized Users shall not):

(a)   export, re-export, or transfer the Products (i) in violation of any applicable export control laws or regulations, sanctions, embargoes, restrictive state lists or measures; or (ii) to any embargoed country; or

(b)   permit access to or use of the Products by an organization or individual identified on any government denied-party list or owned 50% or more by an organization or individual on a denied-party list.

16.4   Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party, or will offer or accept the same, in connection with this Agreement.

17   PRODUCTS FREE OF CHARGE

17.1   Hubexo may, from time to time, make Products available to the Customer free of charge and/or subject to a free of charge trial period, including (without limitation) any free trial, proof of concept version, beta version, or any other Products provided free of charge (each a "**Freemium Product**"). Use of a Freemium Product is subject to the terms and conditions of this Agreement. In the event of a conflict between this Section 17 and any other portion of this Agreement, this Section 17 shall control.

17.2   Hubexo will make the applicable Freemium Product(s) available to the Customer, in each case, until the earlier of (a) the end of the trial, proof of concept, or beta testing period as specified by Hubexo, or (b) the start date of any purchased subscription to the same Product, or (c) termination by Hubexo in its sole discretion. The Customer agrees that Hubexo, in its sole discretion and for any or no reason, may terminate the Customer's access to a Freemium Product or any part thereof. The Customer agrees that any termination of Customer's access to a Freemium Product may be without prior notice, and the Customer agrees that Hubexo will not be liable to the Customer or any third party for such termination.

17.3   Freemium Products are provided to the Customer without charge up to certain usage and number of user limits as described in the Documentation, as applicable.

17.4   The Customer is solely responsible for exporting Customer Data from the Freemium Product(s) prior to termination of the Customer's access to the Freemium Product(s) for any reason. Thereafter, Hubexo will have no obligation to maintain or provide any Customer Data and Hubexo may delete Customer Data, unless retention is required to comply with contractual, legal or regulatory obligations. Further, Hubexo's deletion and/or retention procedure pertaining to personal data is further regulated in the DPA.

17.5   Hubexo makes no guarantee that features or functionality in Freemium Products will be available or the same in the general release version of the Products. The Customer is encouraged to evaluate the features and functionality of the purchased Products separately.

17.6   Notwithstanding anything to the contrary in this Agreement, Freemium Products are provided "as-is" and "as-available" without any warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

17.7   Hubexo is under no obligation to provide support services for Freemium Products.

17.8 Hubexo's liability for Freemium Products is excluded to the maximum extent permitted by law and the Customer's sole remedy for dissatisfaction or breach related to the Freemium Products is to terminate the Freemium Products. The Customer assumes all risks and costs associated with its use of Freemium Products.

17.9 Hubexo is not obligated to indemnify or defend the Customer for any claims arising from the use of Freemium Products.

18 NOTICES

18.1 All notices, permissions, approvals and other communications under this Agreement shall be in writing, in the English language, and shall be deemed to have been given upon (i) personal delivery; (ii) the third business day after mailing; or (iii) the day of sending by e-mail.

18.2 Any notice, permission, approval and other communication under this Agreement shall be:

(i) provided by Hubexo to the Customer either: (A) to the Customer's e-mail address or mail address as set out in the Customer's Account (which may be updated by Customer from time to time in the Customer's Account); or (B) by posting to the Portal; and

(ii) provided by the Customer to Hubexo either: (A) to the Hubexo e-mail address as set out in the relevant Product Specific Terms, - or mail address for notices set out in Section 21; or (B) to Hubexo's account manager for the Customer.

19 CHANGES TO THIS AGREEMENT

19.1 **Hubexo reserves the right to modify this Agreement (which includes the Documentation and the DPA), with the limitations established in Section 1.9 above, from time to time, by posting the modified portion(s) of this Agreement on the Portal. Hubexo will post any such modification at least thirty (30) calendar days prior to its effective date and Customer then may electronically accept such modifications by reviewing the modifications and demonstrating Customer's acceptance by checking the applicable button or checkbox or if Customer does not accept such modifications, Customer shall promptly terminate this Agreement and the subscription. Product Specific Terms for new Products may be added at any time without notice.**

19.2 To the extent the Customer has any active subscription to a Product with a Subscription Term longer than thirty (30) calendar days, amendments to this Agreement will take effect in thirty (30) calendar days from Hubexo's notice thereof and Customer's subsequent review and electronic acceptance of such amendment. If the Customer considers the relevant amendments to this Agreement to materially adversely affect the Customer, the Customer may terminate the remainder of the then-current Subscription Term for the affected Products as its exclusive remedy. To exercise this right, the Customer must notify Hubexo of its termination hereunder within fourteen (14) calendar days of the modification notice, and Hubexo will provide a *pro-rata* refund of any prepaid amounts for the applicable Product for the remaining Subscription Term following the termination date.

19.3 The Customer's electronic acceptance of any such material amendment following the date when Hubexo posted the amendment for Customer's review may be relied upon by Hubexo as the Customer's consent to any such amendment of this Agreement.

20 GENERAL PROVISIONS

20.1 <u>Entire Agreement.</u> This Agreement constitutes the Parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. This Agreement shall apply in lieu of the terms or conditions in any purchase order, request for information, request for proposal, or other order documentation provided by the Customer, and all such terms or conditions in such purchase order, request for information, request for proposal, or other order documentation are null and void.

20.2 <u>Severability & Interpretation.</u> If any term in this Agreement is determined to be invalid or unenforceable by a competent court or governing body, such term shall be replaced with another term consistent with the purpose and intent of this Agreement, and the remaining provisions of this Agreement shall remain in effect. Titles and headings of sections of this Agreement are for convenience only and shall not affect

the construction of any provision of this Agreement.

20.3   <u>Waivers</u>. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. Waivers must be granted in writing and signed by the waiving Party's authorized representative.

20.4   <u>Assignment</u>. Neither Party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, Hubexo may assign this Agreement in its entirety, without the Customer's consent, (i) to any of its Affiliates, or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all (or substantially all) of Hubexo's or one of its Affiliate's assets. Any assignment made in violation of this section will be null and void.

20.5   <u>Subcontractors and Affiliates</u>. Hubexo may use subcontractors or its Affiliates in the performance of its obligations under this Agreement, but Hubexo remains responsible for its overall performance under this Agreement and for having appropriate written agreements in place with its subcontractors to enable Hubexo to meet its obligations under this Agreement.

20.6   <u>Third parties</u>. Only Parties to this Agreement have the right to enforce any of its terms.

20.7   <u>No Partnership</u>. The Parties are independent contractors. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture, agency, fiduciary relationship, or other form of legal association between the Parties. Neither Party shall have any authority to bind or obligate the other Party in any manner unless expressly agreed in writing.

21   HUBEXO CONTRACTING ENTITY, GOVERNING LAW, DISPUTE RESOLUTION

21.1   The Hubexo entity entering into this Agreement, the address to which the Customer should direct notices under this Agreement, the substantive law (without regard to its conflict of laws principles) that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on which country the Hubexo Product subscription has been purchased from, in accordance with the following.

If the Product subscription is sold from:	The Hubexo entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction
Denmark	Hubexo Denmark A/S (reg. no. 5295-0010051665)	Stationsparken 25, 2600 Glostrup	Laws of Denmark	Copenhagen
Finland	Hubexo Finland OY (reg. no. FI07273239)	Ruukinkuja 3, Espoo	Laws of Finland	Finnish District of Espoo
Ireland	Hubexo Ireland Limited (reg. no. 103976)	Sky Business Centres 57 Clontarf Road, Clontarf West, Dublin 3, D03 A7P0, Ireland	Laws of Ireland	Dublin
Norway	Hubexo Norway AS (reg. no. 946158070)	Elisabeth Von Hubschs gate 6, and Karenslyst Allé 40	Laws of Norway	Norwegian Jurisdiction
Sweden	Hubexo Sweden AB (reg. no. 556324-9100)	Fälttelegrafplatsen 4, 169 71 Solna, Sweden	Laws of Sweden	Stockholm Tingsrätt
United Kingdom	Hubexo North UK Ltd (reg. no. 00978271)	The Old Post Office, St Nicholas Street, Newcastle upon Tyne NE1 1RH	Laws of England and Wales	Courts of England and Wales

| USA | Hubexo US, Inc. | 1719 Parkview Drive, Clare, MI 48617, USA | Laws of the State of Illinois | State Courts of Cook County and the Federal Courts of the Northern District of Illinois |

Schedule 1 – Product Specific Terms

This Schedule forms part of the Master SaaS Agreement and provides links to the Product Specific Terms for the various Products offered by Hubexo. These linked terms are intended to supplement the Master SaaS Agreement and apply only in accordance with the provisions set out below.

The hyperlinks contained in this Schedule reference the Product Specific Terms for various Hubexo Products offered under this Agreement. Each linked set of Product Specific Terms applies only if Customer has purchased a subscription for the corresponding Product. If Customer has not purchased a subscription for that Product, the linked Product Specific Terms shall not apply and shall have no effect.

The following links provide the Product Specific Terms:

Product Specific Terms - Expertunity

Product Specific Terms - Source

Product Specific Terms - Lattira Spec/NBS Chorus

In the event of any conflict between the main body of the Agreement and the linked Product Specific Terms, the Product Specific Terms shall prevail.

DOCUMENT CONTROL

- **Version**: 1.2
- **Effective Date**: 17.02.2026