MANUFACTURO TERMS OF USE – EU VERSION

THIS TERMS OF USE GOVERNS CUSTOMER'S ACCESS AND USE OF SUPPLIER'S SERVICES AND SOFTWARE PROVIDED ON OR IN CONNECTION WITH MANUFACTURO.

THE INFORMATION CONTAIN HEREIN DOES NOT CONSTITUTE AN OFFER. TO CONCLUDE AN AGREEMENT IT IS REQUIRED TO SIGN AN APPROPRIATE ORDER ON THE TERMS AND CONDITIONS AS SET HEREIN.

1. DEFINITIONS

1. Definitions. The capitalized terms and expressions indicated below shall have the following meaning:

TERM	DEFINITION
Affiliate	With respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, 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 person, whether through the ownership of voting securities, by contract, or otherwise.
Agreement	The agreement concluded between Supplier and Customer on the basis of this Terms of Use together with any and all supplemental Exhibits, Order Forms (as defined below), other ordering documents such as a Statement of Work ("SOW") and Data Processing Agreement ("DPA") (each, where applicable) along with the Manufacturo Privacy Policy located on Supplier's website.
AI Capabilities	Optional capabilities driven by artificial intelligence, that enhance the system through analytics, recommendations, and process optimization.
Anonymized Data	Data that has been altered in accordance with industry best practices to remove or obscure identifiers so that it cannot reasonably be used to identify Customer or its Users.
Business Day	Any day from Monday to Friday excluding public holidays in Poland.
Coordinator	Representatives of Supplier and of Customer indicated in the Order for supervision of the Agreement and contacting with other Party.
Customer	An entity that receives access to the Platform, Services and Software offered through Manufacturo according to these Terms of Use; a Customer cannot be a natural person who concludes an agreement without a direct connection with his/her professional activities.
Customer Data	All information, materials, and content that Customer provides to Supplier or inputs into the Platform for purposes of fulfilling this Agreement. This includes, without limitation, Customer Generated Data, Customer Personal Data, Customer Usage Data, Integration Data and Logs, and any related files, documents, or applications.
Customer Generated Data	Data, information, criteria, or insights related to products, bills of material, orders, or other such data generated by users of the platform in the course of utilizing the platform within the scope of this Agreement.

Version: [_1.0_]

Last updated in: [2026-05-15]

Customer Personal Data	Personal User Data subject to a Data Processing Addendum.
Customer Usage Data	Data related to the interactions and performance of Manufacturo which shall not include Customer Generated Data.
Device	A Customer's device which automatically generates data that is processed by the Platform, usually production machines, which is owned, leased, rented, operated, managed or otherwise controlled by Customer.
Documentation	means the applicable Platform documentation whether written or in form of electronic documentation, images, video, text or sounds and its usage, guides and policies, as updated from time to time, available for Customer via Platform.
Employees	means persons that have entered into either an employment or long-term exclusivity cooperation contract with Supplier
Fees	all fees specified in the Order, except as otherwise specified herein or in the Order including: 1) Subscription Fees which include remuneration for making Service and Platform available for Customer; the amount of Subscription Fees may depend on factors like: scope of the Services purchased by Customer, number of Users and Devices, content storage capacity or other Service features specified in the applicable Order. 2) Implementation Fees which include remuneration for Implementation.
Implementation	Actions taken by Supplier specified in the Order, that aim to launch Manufacturo, parametrize it and, if mutually agreed, provide Customer with training or individual customizations.
Integration Data and Logs	Data automatically generated by the Platform or third-party integrations, including API transaction records, system event logs, error logs, and metadata concerning integrations.
Issue	Improper functioning of the Services or Platform with regard to parameters or functionalities specified in the Agreement, particularly in the Order and applicable Documentation. Issues are categorized based on their severity and impact on operations: **Incidents:** • **Severity 0 (Major Incident)**: A critical incident that affects most or all customers, requiring immediate, escalated management and response. ○ Examples include operations being completely blocked for the majority, ***Core Functionalities** becoming non-operational, or critical data loss. • **Severity 1:** A critical incident that significantly disrupts operations by blocking access for most users, rendering core functionalities inoperable, or causing loss of critical data.

	• **Severity 2**: A moderate impact incident that affects a subset of users engaged in non-critical operations or significantly degrades core functionality.
	• **Severity 3**: A minor impact incident where disruptions or performance issues are noticeable but manageable, often with available workarounds.
	Non-Critical Issues:
	• A query or request that involves minor inconveniences or non-urgent adjustments to the Services or Platform, which does not significantly impact overall system functionality or user performance.
	  ○ Characteristics:
	  ▪ Does not require an emergency response.
	  ▪ Sustainable workarounds are identified and acceptable.
	  ○ Examples include cosmetic UI issues, inconsistencies in non-critical features/functions, and other similar minor concerns.
	Non-Critical Requests are typically prioritized as **High**, **Medium**, or **Low** to guide development and response efforts effectively.
	***Core Functionalities** include essential Manufacturo features include ERP-MNFRO integrations, process plan redline and release, clock-in/out, WO/operation/step completion, inventory kit/move, inventory receipt, and nonconformance management.

Manufacturo Environment	An instance of the Manufacturo platform and services allocated to and used by a specific customer.
Manufacturo Platform / Manufacturo / Platform	Cloud-based hosted platform, including all content, Software and Services and/or products available on or through Manufacturo.
Offer	An offer made to Customer by Supplier being an integral part of the Agreement, which describes the Fees and the scope of the Services.
Order	Document signed by the Parties describing details of the concluded transaction.
Parties	Customer and Supplier.
Response Time	Depending on the circumstances, one or more of the following terms are applicable: (a) the time during which Supplier will confirm receiving of Customer's support request or, if possible, (b) the notification about the actions which Supplier is planning to rectify the Issue.

Service / Services	Platform based services identified in applicable Order and applicable Documentation available to Customer via Platform and any other services delivered by Supplier under the Agreement, including, Implementation and support services.
Subscription	Right to access and use Manufacturo for a specified period in exchange for a Subscription Fee.
Supplier	Manufacturo sp. z o.o. with its registered seat in Kraków (30-347), ul. Kapelanka 42B, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, under KRS no. 0000926682, VAT-EU: PL6762604461, share capital: 10.000 PLN.
User	Any individual who uses Manufacturo on Customer's behalf – including external contractors.

2. GENERAL RULES OF USING SERVICES

1. Scope of the Agreement. Under the Agreement, Supplier will:
   (a) make the Services available to Customer via Platform during Subscription period,
   (b) if applicable to purchased Service – perform Implementation according to a schedule specified in the Order and within the scope defined therein,
   (c) provide Customer with customer support during Subscription period.
2. Order. Conclusion of the Agreement. The Agreement enters into force only upon signing the Order by the Parties.
3. Place of performance. Unless otherwise agreed in the applicable Order, Supplier will perform Services remotely. Customer agrees to provide Supplier with reasonable access to personnel of Customer authorized to provide information, answer questions or to provide other useful assistance in resolving Issues. If remote access to IT systems operated by Customer is needed to perform Services, Customer shall provide Supplier with such access, in accordance with applicable security measures.
4. Authorized use. With exception to Customer's on-site contractors, Customer shall not permit any third parties to access to the Services or Manufacturo without Supplier's consent. Customer shall use Services solely by designated Users, subject to the restrictions specified in the Order. A single User designated by Customer is registered as one User, and the registered User is the only authorized User.
5. Customer's Affiliates. Affiliate agrees to be bound by the terms of the Agreement as if it were an original party hereto. In such cases (i) the liability of each Customer's Affiliate and Customer under this Agreement shall be joint and several; (ii) all provisions of the Agreement relating to Customer shall also apply to Customer's Affiliates.
6. Standard of performance. Supplier shall perform its obligations under this Agreement with a standard of professional diligence and in compliance with this Agreement.
7. Customer cooperation. Customer shall cooperate reasonably and in good faith with Supplier in performance of the Agreement by:
   a) providing Supplier with any relevant information and documentation requested by Supplier to the extent necessary for Supplier to provide the Services;
   b) timely responding to Supplier's inquiries;

c) providing Supplier remote, secure access to IT systems and infrastructure operated and managed by Customer;

d) handling necessary third parties cooperation with Supplier;

e) assigning Customer's Coordinator as a primary point of contact for Supplier;

f) actively participating in scheduled project meetings and the acceptance procedures.

8. Delays. Any delays in the performance of the Agreement caused by Customer (e.g. due to the lack of Customer's cooperation) may result in Customer's obligation to pay additional applicable charges for Supplier's resource-time, provided that Supplier has previously notified Customer about such delay. The value of additional charges will be agreed mutually by the Parties.

3. IMPLEMENTATION OF MANUFACTURO

1. Implementation. Implementation (if applicable to purchased Services) shall be performed according to a schedule specified in the Order and within the scope defined therein.

2. "As-is". Manufacturo is generally offered in the standard form ("as-is"). All individual adaptation and customization of Manufacturo to Customer's specific demands shall be agreed by the Parties and separately evaluated. Customer shall provide any (technical or resource) requirement or information and communicate with Supplier to the extent necessary to provide such additional adaptation or customizations.

3. Customizations Best Practices. Any customizations carried out by Customer (or its agents or contractors) must follow Supplier's Documentation, guidelines, policies, or other prescribed best practices. Customer acknowledges that failure to follow those practices—particularly in relation to performance, security, or core functionality—may disrupt the operation of the Platform. Supplier shall not be responsible for problems caused by customizations that do not comply with such Documentation. If Supplier is asked to provide support to fix issues caused by non-compliant customizations, additional fees may apply.

4. Interoperability and technical requirements. Technical requirements necessary for the Implementation and/or interoperability with the Platform that must be provided by Customer shall be specified in the Order. Customer shall be responsible for the fulfillment of the technical requirements. The technical requirements may be updated by Manufacturo if they result from technical or technological changes. In such a case, Supplier shall inform Customer of the change in technical requirements. If lack of proper functioning of the Platform or Services is caused by a failure of Customer to meet the technical requirements, it shall not constitute an Issue.

5. Acceptance procedure. Upon completion of Implementation (or – if applicable partial completion of Implementation) Customer is responsible for reviewing and testing Manufacturo in accordance with the Agreement pursuant to acceptance criteria or test plan mutually agreed by the Parties in applicable Order within 10 Business Days upon completion of Implementation; Customer's failure to reject Manufacturo or lack of Customer's reservation within that time, will be deemed acceptance. If Customer within agreed time determines that Manufacturo (or its part) does not satisfy the agreed-upon acceptance criteria, Supplier shall correct such deficiencies in reasonable time.

6. Re-acceptance procedure. If Manufacturo fails to meet the critical functional requirements specified in the applicable Order after its third resubmission to Customer, Customer may either, as its sole and exclusive remedy: (i) again reject Manufacturo and return it to Supplier for further correction and resubmission or (ii) terminate the Agreement upon written notice and recover Fees in accordance with the section "Refunds" below.

7. Change Order. If the Parties determine that Manufacturo's functional requirements specified in Order require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised

requirements. These changes will require a written Change Order signed by the Parties before the implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

8. Third party software / Non-Manufacturo products. Third parties may make available third party products or services, including, for example, Non-Manufacturo applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and such provider, product or service is solely between Customer and such provider. Supplier does not warrant or support Non-Manufacturo applications or other Non-Manufacturo products or services.

9. Integration with Non-Manufacturo products. Notwithstanding the foregoing, the Services may contain features designed to interoperate with Non-Manufacturo products but it must be expressly stated in the Order or the Documentation. In such cases, Supplier shall indicate technical requirements of Non-Manufacturo products necessary for the proper interoperability with the Services and Manufacturo.

4. SUBSCRIPTION

1. Subscription. Customer receives access to Manufacturo within the scope and on principles described hereunder:

   (a) access is purchased as Subscription for the term stated in the applicable Order;

   (b) Supplier shall create individual Customer's account with administrative privileges; in order to use Manufacturo, functionality of Customer's account and the scope of administrative privileges assigned to Customer are specified in applicable Documentation;

   (c) access is limited to the number of Users and Devices as specified in the applicable Order;

   (d) modification of Subscription scope during Subscription period (e.g. the number of Users / scope of features and functionality available to Customer) shall be made only by signing new Order in writing under the pain of nullity.

2. Customer's responsibilities. Customer:

   (a) shall use Manufacturo only in accordance with, as well as be solely responsible for Users' compliance with: this Agreement, Documentation, Supplier's recommendations and guidelines as well as in accordance with applicable laws and government regulations;

   (b) is responsible for using security measures to protect against unauthorized usage and/or access to Customer's account, particularly for maintaining the confidentiality and secrecy of Customer's password and account security settings, and notify Supplier promptly of any such unauthorized access or use;

   (c) shall remain the owner of the data put to Manufacturo; Supplier shall not be liable for such data. Customer is solely responsible for Customer Generated and Customer Personal Data, particularly for legality, accuracy, quality and maintains own backups of master data and process configurations;

   (d) will be responsible for use of any external software, system, infrastructure or services of third party with which Customer uses Manufacturo;

   additionally, Customer shall;

   (e) develop own disaster recovery and business continuity plans that address the inability to access or utilize Manufacturo service;

   (f) provide Supplier with a list of approvers for security and system configuration changes for data transmission;

   (g) notify Supplier of changes made to technical or administrative contact information,

(h) ensure any custom configurations, extensions or modifications introduced by Customer (or its agents or contractors) follow Supplier's Documentation, guidelines, policies, or other prescribed best practices to maintain system performance, security, and functional integrity.

3. Prohibition of unlawful activities. Customer must not use Manufacturo for the purposes of:
   (a) storing or transmitting content which infringes rights or interests of third parties, generally accepted social norms or is non-compliant with applicable law,
   (b) transmitting content not resulting from normal use of Manufacturo or causing disturbance to the work, overload to ICT (Information and Communications Technology) systems of Supplier or other entities participating directly or indirectly in the provision of services specified in the Agreement,
   (c) conducting activities which infringe Supplier's or third party intellectual property rights, third party privacy rights or other activities prohibited by applicable law,
   (d) activities aimed at obtaining unauthorized access to any IT systems,
   (e) conducting tests that have not been authorized in writing by Supplier, e.g. penetration tests and/or security tests,
   (f) transmitting malicious code,
   (g) interfering with or disrupt the integrity or performance of any Services as well as third party data contained therein,
   (h) disassembling, reverse engineering, or decompiling any Manufacturo software, except to the minimum extent required by applicable mandatory law for the purpose of achieving interoperability with independently created software, in accordance with EU Software Directive 2009/24/EC as implemented in applicable national law.
4. Liability for Users. Customer is solely responsible for activities performed by Users.
5. Liability for Customer's configurations. Customer shall remain responsible for editing all master data and making changes to the configuration of Manufacturo.
6. Usage Limits. Services are subject to usage limits specified in Order and Documentation. If Customer exceeds a contractual usage limit, Supplier reserves the rights either to charge Customer for additional Fees, temporarily or permanently reduce Customer's usage so that it conforms to that limit.
7. Suspension of Services. Any use of the Services by Customer in breach of the foregoing may result in Supplier immediately suspending Customer's access to Manufacturo, however Supplier will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to explain or remedy such violation prior to any such suspension.

5. PROPRIETARY RIGHTS AND LICENSES

1. Access to Platform. Customer receives a non-exclusive and non-transferable license for using Manufacturo within the scope and on principles described hereunder.
2. Exclusive rights. Manufacturo, including but not limited to its selection, combination, content, logotypes, graphic elements and interactive elements, is protected by copyright laws and international copyright treaties, and as such is subject to exclusive rights vested in and reserved by Supplier, its affiliates and licensors.
3. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Supplier, its affiliates and licensors reserve all of their rights, title and interest in and to Manufacturo, including all of their related intellectual property rights. The license granted hereunder does not provide Customer with title to, or ownership of Manufacturo or its components, whether made

by Supplier or any third party. Supplier, its affiliates and licensors shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to Customer and Users to use Manufacturo under this Agreement do not convey any additional rights to Manufacturo or to any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use Manufacturo as expressly stated herein, all rights, title and interest in and to Manufacturo and all hardware, software and other components of or used to provide Manufacturo, including all related Intellectual Property Rights, will remain with Supplier and belong exclusively to Supplier.

4. Term of license. The license to use Manufacturo shall be effective only for the duration of the Subscription period. After that period, Customer shall not have the right to claim any access to them nor effective use of them. Upon termination of the Subscription period Customer must stop using and prevent the further usage of Manufacturo.

5. Quantitative limits. The license grants the right to use the Platform within the quantitative limits specified in the Order. In order to increase the number of Users or Devices additional Order is required. Additional Order will be charged as set out in the applicable Order. Downgrading of the current Subscription plan and/or reduction of the number of Users and/or Devices will only be allowed at the time of the Subscription renewal (in accordance to section "Term and Termination" below).

6. Customer's rights. Customer may:

   (a) access (e.g. by means of a web browser) the Platform;

   (b) use Manufacturo in accordance with their purposes and functionalities as set in the Agreement and applicable Documentation in a manner that does not conflict with a normal use of them.

7. Non-sublicensable license. The license is non-sublicensable. However, Customer may permit Users to use Manufacturo solely on Customer's behalf and for Customer's internal business purposes. Customer shall ensure that such parties will use Manufacturo in compliance with this Agreement.

8. No source code. The license for use of Manufacturo is granted exclusively (a) for the purpose of providing Customer with Services, as an integral part thereof and (b) for object (executable) code of Manufacturo; Customer is not entitled to use or request access to any other form of Manufacturo.

9. Third Party Software. To the extent that third party software (i.e. software incorporated into Manufacturo to which Supplier does not hold copyright, including third party open-source components) is embedded in or otherwise delivered with Manufacturo, such software is subject to additional terms and conditions specified in the Documentation and/or incorporated into the applicable Order. Manufacturo warrants that all third party software is properly licensed and does not infringe on any intellectual property rights. The list of third party software is available in Manufacturo On-Line Help available to all Manufacturo users. Additionally, Manufacturo can provide this list to a Customer upon request.

10. API. Users may access Manufacturo and their account data via an API (Application Program Interface) and Manufacturo may include access to certain third party software for which certain additional terms may apply ("Third Party Software"). Any use of the API and Third Party Software, including use of the API through a third party product that accesses Manufacturo, is bound by the terms of this Agreement, including, without limitation, the following specific terms:

    10.1. Customer expressly understand and agree that Supplier shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Supplier has been advised of the possibility of such damages), resulting from Customer's use of the API or third party products that access data via the API or Third Party Software.

10.2. Customer shall not, and shall not permit any third party to: (a) modify or create any derivative work of any part of the API or Third Party Software; (b) process or permit to be processed the data of any other party unless in connection with Customer's authorized use of the API or Third Party Software; or (c) market, sell, license, sublicense, distribute, publish, display, reproduce, rent, lease, loan, assign or otherwise transfer to a third party the API, Third Party Software or any copy thereof, in whole or in part. Customer acknowledge and agree that has no rights to any source code for the API or Third Party Software.

10.3. Customer acknowledges and agrees that, except to the extent permitted by law, shall not cause or permit the disassembly, decompilation or reverse engineering of the API or Third Party Software or otherwise attempt to gain access to the source code of the API or Third Party Software (or the underlying ideas, algorithms, structure or organization of the object code in the API or Third Party Software).

11. Documentation. Customer is allowed to make a reasonable number of copies of the Documentation as necessary for the normal use of Manufacturo for Customer's business purposes. All copies of the Documentation must retain all copyright notices.

12. Extensions. If Supplier, under this Agreement, delivers to Customer any patches, custom modifications, updates, upgrades or new releases of Manufacturo, the license terms specified in this Agreement shall apply, unless Documentation attached to the updated Manufacturo expressly states otherwise.

13. Restrictions. To the extent allowed under applicable law, and subject to any mandatory rights granted to Customer under applicable EU law (including the right to decompile for interoperability purposes under EU Software Directive 2009/24/EC), the following restrictions apply:

    (a) Customer shall neither use nor permit either through its direct efforts or through any third party, use of Manufacturo in the extent exceeding the scope of the license,

    (b) Customer shall not make Manufacturo available to anyone other than Customer or Users,

    (c) Customer shall neither cause, nor permit either through its direct efforts or through any third party, the modification, disassembly, de-compilation, or reverse engineering of Manufacturo except to the extent necessary to permit interoperability between Manufacturo and other software programs, unless interoperability was provided by Supplier,

    (d) Customer shall neither modify nor create any derivative works,

    (e) Customer shall not remove any copyright, proprietary or other similar notices which Manufacturo or Documentation may contain,

    (f) Customer shall not attempt to fix any errors in Manufacturo,

    (g) Customer shall not permit direct or indirect access to or use of Manufacturo in a way that circumvents a contractual usage limit, or use them to access or use any of Supplier's intellectual property except as permitted under this Agreement, an Order or the Documentation,

    (h) Customer shall not attempt to defeat, modify, copy, work around or duplicate any security devices or other technical measures protecting Manufacturo,

    (i) Customer shall neither publish nor make available any results of benchmark or security tests of Manufacturo,

    (j) Customer shall neither resell, nor license, sublicense, distribute, make available, rent or lease Manufacturo or include them in a service bureau or outsourcing offering.

14. Cooperation. Customer agrees to cooperate with Supplier within the scope necessary for the protection of copyright to Manufacturo. In particular, in the event of suspicion of copyright infringement by Customer or other entities such as its employees, associates or business partners, Customer shall inform Supplier of this fact and make available to the latter all the

information that is necessary to assess the extent and other circumstances concerning the infringement and for asserting by Supplier its rights.

6. FEES

1. Fees. Customer will pay all fees specified in the Order.

   Generally, Supplier offers the following subscription plan:

   - **Commercial** – dedicated for Customers who are not subject to any regulations regarding sensitive technology and controlled information.

2. Fees for using Service shall be as set forth in the Order Form, unless agreed otherwise between the parties in writing. Supplier will charge Customer for using Manufacturo at the beginning of the term on the basis of the following:

   - Service Subscription Term duration,
   - Kind of chosen Plan,
   - Optional Functionalities,
   - Number of Users,
   - Number of Devices,
   - Number and Types of Instances,
   - Hosting Option,
   - Support Package,
   - Any non-standard terms that apply to the selected Plan.

3. Payments. All payments due shall be made in the currency as defined in the Order Form and sent by bank wire transfer to the bank and account number provided by Supplier within thirty (30) days of the date of the invoice, unless an applicable Order specifies otherwise.

4. Correct invoicing data. Customer is responsible for providing complete and accurate billing and contact information to Supplier and notifying Supplier of any changes to such information.

5. Electronic Invoicing. The Parties agreed that invoices will be issued and sent in electronic form. Invoices shall be issued and sent in electronic form to the email address indicated in the Order, or by such other electronic means as the Parties may agree in writing. Customer consents to receiving invoices in electronic form. This consent may be withdrawn by written notice with effect from the next billing period.

   Where applicable law requires Supplier to issue invoices through a mandatory electronic invoicing system, invoices shall be issued through that system and Customer shall provide all data necessary for compliant invoicing upon request.

6. Taxes. Customer is responsible for all taxes and duties applicable to transactions under this Agreement, including VAT or any equivalent turnover tax, excluding taxes on Supplier 's net income. Where the reverse charge mechanism applies, Customer shall account for VAT in accordance with applicable law. Supplier shall issue invoices without VAT with a reverse charge notation. Where Customer is required by applicable law to withhold tax from any payment, Customer shall notify Supplier promptly, remit the withheld amount to the competent authority, and provide Supplier with the relevant withholding tax certificate without undue delay. The Parties shall cooperate to apply any reduced rate available under an applicable double taxation treaty. Where applicable law imposes a mandatory VAT payment mechanism on transactions under this Agreement, Customer shall be solely responsible for compliance with and payment under that mechanism.

7. Overdue charges. If Customer is more than 30 days late with the payment of Fees, Supplier shall be entitled to suspend the Services, including access to Manufacturo, until Customer has fulfilled all outstanding payment obligations to Supplier. Supplier preserves the right to accrue Fees regardless of the suspension. Supplier will use commercially reasonable efforts to provide Customer with notice and an opportunity to remedy such violation prior to any such suspension. Notwithstanding the foregoing, Supplier, without the need for a prior notice shall be entitled to charge statutory interest for late payment in commercial transactions at the rate specified in Article 4(3) of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (https://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU20130000403/U/D20130403Lj.pdf).

8. Travel costs and other expenses. Customer will reimburse Supplier for reasonable and actual travel and out-of-pocket expenses incurred in connection with Implementation or Services that are pre-approved in writing. If an estimate of incidental expenses is provided in the applicable Order, Supplier will not exceed such estimate without the written consent of Customer.

7. CUSTOMER SUPPORT SERVICES

1. Platform availability. Supplier will use commercially reasonable efforts to make the Platform and Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (Supplier will use commercially reasonable efforts to give at least 24 hours' advance electronic notice about any planned downtime), and (ii) any unavailability caused by circumstances beyond Supplier's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack and which it could not have prevented through the exercise of reasonable care and precautions.

   Supplier guarantees a Quarterly Uptime Percentage, or "Target Availability," of 99.5%. "Quarterly Uptime Percentage" means the number of minutes the Platform and Services are available (and not subject to the exceptions above) during a three-month period divided by the total number of minutes in that three-month period. The 'Quarterly Uptime Percentage' calculation will not take into account micro downtimes that are not visible to Customer.

   In addition to complying with applicable Data Privacy and Security Laws, Supplier will employ commercially reasonable security and access controls designed to protect the types of data collected and stored by the Service. Furthermore, Supplier commits to perform regular data backups.

2. Support Requests. Customer shall promptly report any Issues or Incidents to Supplier by submitting a support request through one of two available channels:

   a. An online ticket system provided by Supplier (hereinafter called "Manufacturo Ticket System").

   b. By sending email to support@manufacturo.com. Support request will be created and an email confirmation from the Manufacturo Ticket System will be sent to Customer.

   All support requests should include any information available to Customer sufficient to allow Supplier to reproduce, diagnose and rectify the Issue (description of circumstances in which the Issue occurred, screenshots, etc.).

3. Standard Support Hours. Customer support shall be delivered on Business Days from 9:00 AM – 5:00 PM in the time zone of Customer's primary location.

4. Response Time. Supplier undertakes to use commercially reasonable efforts to meet the target Responses Times specified hereinbelow. Categories of Issues are defined in detail in Section 1 of this agreement.

Category of Issue	Response Time	Expected Time to Accepted Workaround or Permanent Resolution
Severity 0 Incident	4 hours	Within 8 hours
Severity 1 Incident	4 hours	Within 12 hours
Severity 2 Incident	4 hours	By next business day
Severity 3 Incident	Within one business day	Within 5 business days
Non-Critical Issue	Within 5 business days	N/A

All response times are calculated during support hours as set in this section.

5. Scope of support. To the extent allowed in the applicable law, warranty and support services as described herein are sole remedies for any defects of the Services, including Manufacturo and Implementation and any other works or products provided to Customer by Supplier.
6. Support Exclusions. Any customizations carried out by Customer (or its agents or contractors) that do not follow Supplier's Documentation, guidelines, policies, or other prescribed best practices, are expressly excluded from standard support. If Supplier is required to provide remedial work or support in such cases, additional charges will apply.
7. Supplier's access to Manufacturo. In order to ensure technical support, Supplier reserves the right to use a dedicated user account with administrative authorizations to Customer's Manufacturo Environment.
8. New releases. From time to time, an update of Manufacturo software, including release of new versions of Manufacturo may take place. New releases may include new and/or modified or replaced features, patches and fixes. The Parties acknowledge that due to circumstances outside of Supplier's control, such as new releases of operating systems and web browsers or due to technological advancement, Manufacturo may in the future cease to support some Devices and Third Party Software. If a new release will include backward-incompatible changes, Supplier will notify Customer in advance of such release.
9. Exceptions. Notwithstanding the foregoing, Supplier is not responsible for any Issue to the extent that such Issue was a result of:
   (a) actions and omissions of Customer or User (particularly when Customer or User doesn't comply with the Agreement and applicable Documentation),
   (b) actions of a third party, over which Supplier has no control, including Denial-of-Service attacks,
   (c) lack of availability of the Services, or/and Manufacturo caused by external infrastructure (e.g. external cloud providers) or infrastructure or Customer's products provided by third parties as well as third parties' products which were not delivered or provided by Supplier,
   (d) Customer's failure to meet the minimum technical conditions specified by Supplier, necessary for the proper performance of the Platform,
   (e) malfunction of Manufacturo caused by any issues with regard to infrastructure, equipment, network or internet connection used by Customer or User,

(f) unauthorized usage of Manufacturo i.e. by persons other than indicated in section 2 of this Agreement as well as improper usage of the Services such as installing, modifying or repairing Manufacturo without the consent of Supplier.

10. Exclusions. The support services do not include third party software nor support for any modifications and extensions of Manufacturo which were not delivered or expressly authorized by Supplier.

11. Additional Support and Hosting Options. In addition to the standard support services described above, Customer may purchase additional support and hosting options, which may include extended support coverage, expedited response times, and enhanced uptime targets. Any such support modifications and their specific terms shall be set forth in the applicable Order Form executed by both parties.

8. LIABILITY

1. Exclusion of liability. Neither Party shall be liable with respect to any subject matter of the Agreement, under any legal theory for any consequential, exemplary, punitive, incidental, indirect or special damages, or for any loss of profits or loss of goodwill or lost data, regardless of the fact whether or not the Party has been advised of the possibility of such damages. The exclusions of liability set out in this section apply to the fullest extent permitted by applicable mandatory law. Where the law of Customer's country of establishment does not permit the exclusion of certain categories of damages, such exclusions shall be deemed modified to the minimum extent necessary to comply with that mandatory law. Statutory rights of Customer that cannot be excluded by contract remain unaffected. Further, Supplier will not be responsible for any compensation, reimbursement or damages arising in connection with:

   a) Customer's inability to use the Platform including as a result of any termination or suspension of this Agreement;

   b) any unanticipated or unscheduled downtime of all or a portion of Manufacturo for any reason, including as a result of power outages, system failures or other interruptions;

   c) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss, or failure to store any of Customer Data, provided that Supplier has implemented reasonable security measures to prevent such unauthorized access or changes to Customer Data and appropriate Customer Data backup procedures.

   Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its' reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war provided that Supplier notifies Customer as soon as practicable of any such event and uses best efforts to mitigate the impact of such event.

2. No responsibility for hacking. Under no circumstances will Supplier be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service or Customer account or the information contained therein, provided that Supplier has implemented reasonable security measures to prevent such unauthorized access.

   Manufacturo, including all server and network components, are provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent permitted by law, and except as otherwise set forth Supplier expressly disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.

3. Limitation of liability. Aggregate liability of each Party to the other Party in connection with this Agreement, in particular its liability relating to non-performance or improper performance of Services, including any Manufacturo defects or issues shall not exceed the Fees paid by

Customer in the 12 months preceding the first incident out of which the liability arose. The Parties exclude the statutory warranty for physical and legal defects (rękojmia) under Articles 556–576 of the Polish Civil Code with respect to the Platform, Services, Software and any Implementation deliverables.

4. Non-Exclusion of Liability. The “Exclusion of Lability” and “Limitation of Liability” clause shall not concern the liability of the Party: (a) in the event of willful misconduct and gross negligence (b) in case of an injury to life, body or health, (c) when mandatory law provides unlimited liability of the Party, (d) in the event of unauthorized usage of Manufacturo, (e) for the breach of a confidentiality obligation.

5. Liability for infringement of intellectual property rights. Liability for infringement of intellectual property rights (IP). The limits, disclaimers and exclusions of liability described in this section do not limit liability for infringement of intellectual property rights.

6. Claims. Any claims or damages against Supplier or against Customer shall only be enforceable against such party and not any other entity or its officers, directors, representatives or agents.

7. Statutory limitations. To the fullest extent permitted by applicable mandatory law, the Parties exclude any statutory warranty for defects with respect to the Platform, Services, Software, and Implementation deliverables. Statutory rights that cannot be excluded by contract remain unaffected.

9. INDEMNIFICATION

1. Claims against Customer. If a claim or suit is brought against Customer in connection with its use within the scope described in this Agreement (except as described in the "Claims against Supplier " section), Supplier agrees to indemnify Customer and its officers, directors, representatives, or agents and pay any resulting costs and damages finally awarded by a court. The indemnification obligations as described above do not extend to any claims arising from:

   (a) a combination of Manufacturo with elements which are not under sole control of Supplier (e.g. with third parties’ products) or,

   (b) any modification of Manufacturo which was not provided or authorized by Supplier or,

   (c) any use of Manufacturo by Customer in a way inconsistent with the Agreement,

   (d) any use of Customer Data or,

   (e) any use of Manufacturo by Customer in a way inconsistent with its purpose as described in the applicable Documentation.

2. Claims against Supplier. Customer will defend Supplier and its Affiliates, subsidiaries and their respective officers, directors, representatives or agents against any claim, demand, suit or proceeding made or brought against Supplier by a third party alleging that (a) any Customer Data or Customer’s use of Customer Data with the Services, (b) a Non-Manufacturo application provided by Customer, or (c) the combination of a Non-Manufacturo application provided by Customer used with the Services, infringes or misappropriates such third party’s intellectual property rights, or arising from Customer’s use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or Order (each a “Claim Against Supplier”), and will indemnify Supplier from any damages, attorney fees and costs finally awarded against Supplier.

3. Indemnity conditions. The foregoing indemnity obligations apply on condition that the Party seeking indemnity shall promptly notify the indemnifying Party, in writing, about any actual or threatened claim or suit, allow the indemnifying Party, at its expense, to take control over the defense of such claim or suit, provide the indemnifying Party with all information and assistance reasonably useful to defend or settle such claim or suit and refrain from entering any settlement of such claim or suit without the indemnifying Party’s prior written consent.

4. Remedies. If Supplier becomes aware of a claim or a likelihood of a claim for which Supplier would be required to indemnify, Supplier may at its own discretion:
   (a) obtain (at no additional cost to Customer) additional right to allow Customer to continue using Manufacturo,
   (b) modify or replace the affected part of Manufacturo (at no additional cost to Customer) so it becomes non-infringing, while substantially preserving its functionality,
   (c) if none of the foregoing alternatives are possible or commercially practicable, Supplier may terminate the Agreement immediately and refund the Fees for the terminated licenses and services for the current Subscription period.

10. CONFIDENTIALITY

1. Confidential information. Confidential Information of Supplier include in particular information about technical measures implemented in the Services and Manufacturo, its documentation and the Offer, Order and SOW (including pricing and discounts). Additionally for the purpose of the Agreement confidential information include also all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is not generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question, it has commercial value because it is secret and it has been subject to reasonable steps under the circumstances undertaken by such Party, to keep it secret (e.g. designated as confidential). Customer's Data are also protected by the confidentiality clause.
2. Non-disclosure. Unless it is expressly allowed in this Agreement, each Party shall not use or disclose to any third party any confidential information of the other Party described hereinabove without prior written consent of the Disclosing Party.
3. Protection. Each Party shall be required to implement, at its own cost, measures (e.g. technical / organizational) that ensure meeting the obligations set out in this section.
4. Limiting access. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order to any third party other legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.
5. Supplier Subcontractors. Notwithstanding the foregoing, Supplier may disclose Customer's Confidential Information to a subcontractor to the extent necessary to perform Supplier's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein. To avoid any doubts, the provisions of this section "Confidentiality" do not preclude Supplier from relying on subcontractors, nor does it interfere with obligations of Supplier to rely on third party providers of the Platform.
6. Exceptions. Confidential Information does not include any information that:
   (a) is or becomes generally known to the public or readily accessible to persons within the circles that normally deal with the kind of information in question, without breach of any obligation owed to the Disclosing Party,
   (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,

(c) was rightfully in possession of the receiving Party without restriction prior to its disclosure by the other Party,

(d) is received from a third party without breach of any obligation owed to the Disclosing Party,

(e) was independently developed by the Receiving Party,

(f) must be disclosed pursuant to relevant legal regulation, particularly upon request of the competent authority.

7. Notification. In the event of disclosure Confidential Information to the extent compelled by law (e.g. upon request of the competent authority) the Receiving Party give the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, if the Disclosing Party wishes to contest the disclosure.

8. Scope of non-disclosure obligation. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to confidential information exchanged between the Parties in connection or for the purpose of evaluation of the Services and contract negotiation.

9. Term of non-disclosure obligation. The obligations set out in this clause remain in force during the term of the Agreement and also after the termination or expiration (for whatsoever reason, in whole or partially) of the Agreement between the Parties, for the period of 5 (five) years. Notwithstanding the foregoing, confidentiality obligations with respect to information qualifying as a trade secret under applicable law, including EU Directive 2016/943 on the protection of undisclosed know-how and business information and its national implementations shall continue for as long as the relevant information retains trade secret status under applicable law.

11. CUSTOMER DATA PROTECTION AND RETENTION

1. Customer Data. If any Customer Data includes personal data, Customer shall be considered as a "Controller" or "Processor" of Personal Data and Supplier shall be considered as the "Processor" or "another Processor" ("Sub-Processor"). Customer represents and warrants that they are permitted under applicable law to collect, use and transfer Data in order to use Manufacturo.

2. Customer responsibility. Customer is responsible for providing legally adequate privacy notices to Users and obtaining any necessary consent from such Users for the processing and the storage, use, and transfer of such Data in connection or for the purpose of using Manufacturo by Customer. Customer warrants for complying with any applicable legal requirements, such as a legally valid consent by an individual for using such Customer Data by Supplier. In the event of any damages arising from the use of such Customer Data by Supplier as set forth herein, Customer shall indemnify Supplier from such damages.

3. Use of Customer Data. Supplier shall use Customer Data exclusively for the following purposes: (a) performance and execution of this Agreement, including provision of the Platform, Services, and Implementation; (b) provision of customer support and resolution of Issues reported by Customer; (c) ensuring the security, integrity, and proper functioning of the Platform. To the extent Customer Data constitutes or contains Customer Personal Data, any use of such data shall be governed exclusively by the DPA (Annex DPA) and applicable data protection law, including GDPR. Supplier shall not use Customer Personal Data for its own internal purposes, including product improvement, beyond what is expressly permitted under the DPA and Customer's documented instructions. To the extent Customer Data does not constitute Personal Data (including Customer Usage Data and Anonymized Data), Supplier may additionally use such data to maintain, develop, and improve the Platform, provided that such use does not allow identification of Customer or its Users.

4. DPA. The terms of data processing are governed by Manufacturo Data Processing Addendum ("DPA") which is integral part of these Terms of Use and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA.
5. Protection. Supplier will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation and DPA. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).
6. Supplier shall notify Customer of any Personal Data Breach without undue delay after becoming aware of the breach. Detailed breach notification procedures are governed by the DPA.
7. Data Retention. Customer Generated Data will be retained in the Platform for up to twelve (12) months from the date of creation. Thereafter, such data may be archived or deleted by Supplier. Integration Data and Logs will be retained in the Platform for up to one (1) month from the date of creation, after which they may be deleted or overwritten automatically. Customer is solely responsible for exporting or backing up any data it wishes to preserve beyond these periods. Supplier shall have no liability for deletion of data in accordance with these retention rules. The foregoing retention periods are subject to any longer retention period required by applicable mandatory law of Customer's country of establishment or by Polish law, including applicable tax, accounting, or sector-specific record-keeping obligations.
8. AI-Powered Services and Data Use. Supplier may provide AI-powered functionality (e.g., analysis, recommendations, process optimization).
    a. **Optional Features**. These features are optional, and Customer may enable or disable them at any time without affecting access to other Manufacturo Services.
    b. **No Training on Customer Data (Default)**. By default, Supplier does not use Customer Data processed through AI-powered features to train, retrain, or improve models that serve other customers or third parties. Customer might explicitly express its consent for opts in as described in point (c),
    c. Feedback, Opt-In, and Anonymized Data Use.
        i. If Customer explicitly submits feedback, bug reports, or usage data for the purpose of improving AI Capabilities, such materials may be used by Supplier solely for that purpose.
        ii. If Customer explicitly express its consent for opts in, Supplier may also use anonymized and aggregated Customer Data to train and improve AI models for general use. In such cases, anonymization will be applied in accordance with industry best practices to ensure that no data can reasonably identify Customer or its users. Opt-in consent may be withdrawn at any time, and upon withdrawal, Supplier will cease any further use of Customer's anonymized data for model training.
    d. **Data Isolation**. All processing performed by AI-powered features occurs in secure, logically isolated environments. Customer Data will never be commingled with identifiable data from other customers.
    e. **Ownership of Outputs**. Customer retains all rights, title, and interest in outputs, recommendations, or other results generated by AI Capabilities when based on Customer Data. Supplier does not claim ownership of such outputs.
    f. **Transparency and Control**. Supplier will clearly indicate when AI Capabilities are engaged, provide Customer with information about how their data is used, and allow them to opt out of AI Capabilities or anonymized training contributions at any time.
    g. **Advisory Nature of AI Outputs.** AI-powered functionality, including analyses, recommendations, and optimizations, are provided as decision-support tools and may

contain inaccuracies, errors, or limitations. Customer acknowledges that: (i) all AI-generated outputs are advisory in nature and must be reviewed, validated, and approved by Customer's qualified personnel before being relied upon or implemented in any production environment or business-critical process; (ii) Customer expressly assumes and accepts all risks associated with relying on, implementing, or making decisions based on AI-generated outputs. Supplier shall not be liable for any errors, inaccuracies, or limitations in AI-generated outputs and Customer remains solely responsible for all decisions based on such outputs.

h. **Automated Decision-Making.** Where AI Capabilities involve automated decision-making that produces legal effects concerning or similarly significantly affecting Users or other individuals, Supplier shall inform Customer prior to enabling such functionality and shall provide appropriate safeguards as required by applicable data protection law.

12. TERM AND TERMINATION

1. Term of Agreement. Unless otherwise provided in the applicable Order, this Agreement commences on the date indicated in the Order and continues until all Subscriptions hereunder have expired or have been terminated.
2. Term of Subscriptions. As provided in the applicable Order.
3. Subscription renewal. Supplier shall send Customer a written renewal reminder no later than 60 days before the renewal date, clearly stating the upcoming renewal date, and the deadline for cancellation. If Supplier fails to send such reminder, Customer shall be entitled to cancel the renewal without penalty at any time up to 30 days after receiving the delayed reminder. Subscriptions renew automatically for successive periods equal to the initial Subscription term unless cancelled or modified at least thirty (30) days prior to renewal. Renewal fees shall be based on Supplier's then-current subscription pricing unless otherwise agreed in writing.
4. Termination. Each Party may terminate this Agreement for any cause upon 30 days written notice.
5. Refunds. In case of termination of the Agreement, refunds between the Parties shall be made on following principles:
   a) if this Agreement is terminated by Customer with regard to:
      i. termination for cause:
         - Implementation: Supplier will refund Customer any prepaid Implementation fees only to the extent that Implementation has not been finished, in a proportional amount thereof;
         - Subscription: Supplier will refund prepaid Subscription Fees for Users, Devices, Support Packages, and Optional Functionalities covering the period after the effective termination date. Subscription Fees for Environments are non-refundable.;
      ii. termination for convenience: no refund shall take place. Customer shall immediately pay all remaining fees for the balance of the contract term, regardless of the payment schedule set forth in the Agreement. This includes all payments (whether quarterly, biannually, annually, or otherwise) that would have become due through the end of the Agreement term;
   b) if this Agreement is terminated by Supplier with regard to:
      i. termination for cause: no refund shall take place;

ii. termination for convenience: Supplier will refund Customer any prepaid Subscription Fees for Users and/or Devices covering the remainder of the term after the effective date of termination; Subscription Fees for Environments are non-refundable.

6. Customer Data export. Regardless of the manner in which the Agreement has been terminated, Customer may export all Customer Generated Data to Customer or a third party designated by Customer. Customer may export Customer Generated Data contained in the Platform to the scope indicated in Documentation and in a manner agreed with Supplier and only within 1 month after expiration. Services related to such data export may be subject to billable work to be paid by Customer. After this period, all Customer Data will be deleted and no longer available to Customer, which Customer acknowledges and agrees to it.
7. Form of termination notice. The termination of the Agreement shall be effected by means of a declaration made to the other Party in writing under pain of nullity.

13. MISCELLANEOUS

1. Surviving provisions. The sections titled “Proprietary Rights and Licenses”, “Confidentiality,” “Indemnification,” “Liability,” will survive any termination or expiration of this Agreement, and the section titled “Customer Data Protection” will survive any termination or expiration of this Agreement for so long as Supplier retains possession of Customer Data.
2. Representations. Each Party represents and warrants that it has validly entered into the Agreement and has the legal power to do so. The parties will act solely as independent contractors. These Terms of Use shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association.
3. Statement. By using the service, Customer represents and warrants that (i) does not work for a competitor of the company; and (ii) that does not provide any information gained from use of or access to Manufacturo to a competitor of Supplier.
4. Jurisdiction / Arbitration Clause. The Parties shall seek to resolve any dispute arising from or in connection with this Agreement amicably by means of negotiations. If the Parties fail to resolve the dispute within 30 (thirty) days of receipt of a written notice of dispute, the dispute shall be finally settled by arbitration administered by the International Chamber of Commerce ("ICC") in accordance with the ICC Rules of Arbitration in force at the time the request for arbitration is submitted.

   The number of arbitrators shall be one (1) for disputes where the amount in dispute is below EUR 1,500,000, and three (3) for disputes where the amount in dispute is equal to or exceeds EUR 1,500,000.

   The seat of arbitration shall be Vienna, Austria.

   The language of the arbitral proceedings shall be English.

   The governing law of this Agreement shall be the law of the Republic of Poland.

   The arbitral award shall be final and binding on the Parties.

5. Marketing. Solely to the extent authorized by Customer, in written consent, Supplier may communicate to the public for reference and marketing purposes general information about the cooperation of the Parties. Subject to the consent requirement above, for the purpose of identifying Customer as a client of Supplier, Supplier may place Customer’s logos and trademarks on its website and in other marketing materials.
6. Export compliance. The Services, including Manufacturo and any other Manufacturo technology, and derivatives thereof may be subject to export laws and regulations of various jurisdictions. Both Parties shall comply with the EU Dual-Use Regulation (Regulation (EU)

2021/821) and all applicable EU and national export control and sanctions regulations. Neither Party will permit any User to access or use any Service in a country, territory or region subject to applicable EU restrictive measures in force at the time of performance, currently including Russia, Belarus, Cuba, Iran, North Korea, Syria, and the non-government-controlled areas of Ukraine, including the Crimea/Sevastopol region and the non-government-controlled areas of the Donetsk, Luhansk, Kherson and Zaporizhzhia oblasts (each as designated under Council Decisions (CFSP) 2014/386, 2022/266 and subsequent amendments).

7. Subcontracting. Supplier shall not subcontract or delegate any of the Implementation and support services without Customer's prior written consent. Supplier shall be and remain responsible to Customer for (a) the performance of all Implementation and support services, including Implementation and support services performed or provided by Supplier subcontractors, and (b) the acts and omissions of Supplier subcontractors in connection with the performance or provision of any of the Implementation or support services. Notwithstanding the above, Customer acknowledges and agrees that Supplier subcontracts or delegates performance of some Services to its affiliates, subsidiaries or partners engaged under exclusive cooperation agreements.

8. Anti-corruption. 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 in connection with this Agreement. Each Party shall comply with all applicable anti-corruption laws.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties, terminating any and all previous oral and written agreements related to Manufacturo. Any previous oral and written agreements, modifications, understandings as well as any general terms and conditions, codes of conduct or other similar documents or clauses supplied by Customer shall not be in force, unless this provision has been expressly excluded in writing by both Parties.

10. The order of precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order, (2) SOW, (3) this Terms of Use, (4) DPA and (5) the Documentation.

11. Modifications and amendments. Supplier reserves the right to amend applicable Documentation, including Fees and this Terms of Use being the integral part of the Agreement concluded with Customer. Supplier shall notify Customer of an amendment to the Terms of Use by (i) posting a revised version on Supplier's website and (ii) by sending Customer appropriate information through agreed e-mail. If Customer does not agree to be bound by the modified terms, Customer has a right to terminate the Agreement within the 30-day notice period. To avoid any doubts, the Parties agree that the modified terms are effective upon Customer's notification and such modified terms will not affect any Services and Implementation completed before effective day of such modified terms. If the modified terms regard Fees, amended Fees shall apply from the next Subscription period.

12. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13. Manner of giving notice. Except as otherwise specified in this Agreement:

    a) all notices related to this Agreement made by Customer shall be in writing or shall be served by using the means of electronic communication (i.e. by e-mail) to Supplier's address stated in the Agreement (particularly in applicable Order);

    b) Supplier may provide any notice to Customer: (i) in writing; (ii) by posting the notice on Manufacturo or (iii) by electronic means (i.e. by e-mail) to the email address of Customer (or its User or Coordinator) stated in the Agreement, particularly in applicable Order.

14. Contact details. In the event of the change of address or other details indicated in the Agreement, a Party shall be required to inform without undue delay the other Party, or else any action (including delivery of correspondence) taken on the basis of details indicated until that time shall be deemed effective. The change of the above details shall not constitute an

amendment to the Agreement and will be made by sending to the other Party information via e-mail at the e-mail address of the Coordinator of that Party.

15. Force Majeure. Neither Party shall incur any liability to the other for any failure to perform its obligations under this Agreement (other than payment obligations that have already accrued) to the extent such failure results from events beyond the reasonable control of the Party seeking protection, including: acts of God, fire, flood, earthquake or other natural disasters; strikes, lockouts or other industrial disturbances; epidemics, pandemics or public health emergencies; acts of war, terrorism or hostile cyber-operations; acts, orders or measures of any governmental, supranational or regulatory authority (including export-control, sanctions or emergency public health measures); systemic failures of electricity, telecommunications, internet or other utility services; and acts of state-backed or state-funded entities. The affected Party shall notify the other Party without undue delay and use due diligence to mitigate the impact and resume performance. If a Force Majeure event continues for more than ninety (90) consecutive days, either Party may terminate this Agreement upon written notice, with refund of prepaid Fees for Services not yet rendered.

16. Assignment. Neither Party shall assign this Agreement nor any rights or obligations without prior written consent of the other Party. Such approval shall not be unreasonably withheld or delayed. Any attempted assignment or other transfer in violation of this provision shall be null and void. Notwithstanding the foregoing, Supplier may assign this Agreement to an Affiliate or Subsidiary within Supplier’s / Manufacturo Inc. corporate group without Customer's prior consent, provided that: (a) the assignee assumes all obligations under this Agreement in writing; and (b) Supplier notifies Customer in writing within 30 days of such assignment

17. Severability. Should any provision of this Agreement be held invalid or unenforceable, the Parties agree to restate such provision to reflect the original intention of the Parties as nearly as possible in accordance with applicable law. The remaining provisions shall continue with the same effect as if the invalid or unenforceable provision had not been included.

18. Counterparts. This Agreement is executed in two counterparts, each of which shall be an original. The Agreement may be executed by qualified electronic signature within the meaning of eIDAS Regulation (EU) No 910/2014