MANUFACTURO TERMS OF USE

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

THE INFORMATION CONTAIN HEREIN DOES NOT CONSTITUTE AN OFFER. TO CONCLUDE AN AGREEMENT WITH MANUFACTURO KK 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	means, 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	means the agreement concluded between Manufacturo KK and the 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 Manufacturo 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 the Customer or its Users.
Manufacturo KK	"Manufacturo KK" - a corporation organized and existing under the laws of Japan with its principal place of business located at Cerulean Tower 15F, 26-1 Sakuragaoka-cho, Shibuya-ku, Tokyo, 150-8512 Japan
Business Day	any day from Monday to Friday.
Coordinator	representatives of Manufacturo KK and of the 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 the Customer provides to Manufacturo KK 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.
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 the 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 the Customer via Platform.
Employees	means persons that have entered into either an employment or long-term exclusivity cooperation contract with Manufacturo KK
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 the Customer; the amount of Subscription Fees may depend on factors like: scope of the Services purchased by the 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 Manufacturo KK specified in the Order, that aim to launch Manufacturo, parametrize it and, if mutually agreed, provide the 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.
	  o 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.
	  o Characteristics:
	  ▪ Does not require an emergency response.
	  ▪ Sustainable workarounds are identified and acceptable.
	  o 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 the Customer by Manufacturo KK being 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	the Customer and Manufacturo KK
Response Time	depending on the circumstances, one or more of the following terms are applicable: (a) the time during which Manufacturo KK will confirm receiving of Customer's support request or, if possible, (b) the notification about the actions which Manufacturo KK 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 Manufacturo KK 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.
User	any individual who uses Manufacturo on the Customer's behalf – including external contractors.

2. GENERAL RULES OF USING SERVICES

1. Scope of the Agreement. Under the Agreement Manufacturo KK 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 the 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, Manufacturo KK will perform Services remotely. The Customer agrees to provide Manufacturo KK with reasonable access to personnel of the Customer authorized to provide information, answer questions or to provide other useful assistance in resolving Issues. If remote access to IT systems operated by the Customer is needed to perform Services, the Customer shall provide Manufacturo KK with such access, in accordance with applicable security measures.
4. Authorized use. With exception to Customer's on-site contractors, the Customer shall not permit any third parties to access to the Services or Manufacturo without Manufacturo KK consent. Customer shall use Services solely by designated Users, subject to the restrictions specified in the Order. A single User designated by the 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 the Customer under this Agreement shall be joint and several; (ii) all provisions of the Agreement relating to the Customer shall also apply to Customer's Affiliates.

6. Standard of performance. Manufacturo KK 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 Manufacturo KK in performance of the Agreement by:
    a) providing Manufacturo KK with any relevant information and documentation requested by Manufacturo KK to the extent necessary for Manufacturo KK to provide the Services;
    b) timely responding to Manufacturo KK inquiries;
    c) providing Manufacturo KK remote, secure access to IT systems and infrastructure operated and managed by a Customer;
    d) handling necessary third parties cooperation with Manufacturo KK;
    e) assigning the Customer's Coordinator as a primary point of contact for Manufacturo KK;
    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 the Customer's obligation to pay additional applicable charges for Manufacturo KK's resource-time, provided that Manufacturo KK 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 the 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 Manufacturo KK to the extent necessary to provide such additional adaptation or customizations.
3. Customizations Best Practices. Any customizations carried out by the Customer (or its agents or contractors) must follow Manufacturo's Documentation, guidelines, policies, or other prescribed best practices. The Customer acknowledges that failure to follow those practices—particularly in relation to performance, security, or core functionality—may disrupt the operation of the Platform. Manufacturo shall not be responsible for problems caused by customizations that do not comply with such Documentation. If Manufacturo 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 the Customer shall be specified in the Order. The Customer shall be responsible for the fulfillment of the technical requirements. The technical requirements may be updated by Manufacturo KK if they result from technical or technological changes. In such a case, Manufacturo KK shall inform the Customer of the change in technical requirements. If lack of proper functioning of the Platform or Services is caused by a failure of the 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, Manufacturo KK 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 Manufacturo KK 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 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 KK products. Third parties may make available third party products or services, including, for example, Non-Manufacturo KK 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. Manufacturo KK does not warrant or support Non-Manufacturo KK applications or other Non-Manufacturo KK products or services.
9. Integration with Non-Manufacturo KK products. Notwithstanding the foregoing, the Services may contain features designed to interoperate with Non-Manufacturo KK products but it must be expressly stated in the Order or the Documentation. In such cases, Manufacturo KK shall indicate technical requirements of Non-Manufacturo KK products necessary for the proper interoperability with the Services and Manufacturo.

4. SUBSCRIPTION

1. Subscription. The Customer receives an 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) Manufacturo KK 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 the 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 the 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, Manufacturo KK’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 Manufacturo KK promptly of any such unauthorized access or use;
   (c) shall remain the owner of the data put to Manufacturo; Manufacturo KK shall not be liable for such data. Customer is solely responsible for the 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 MANUFACTURO KK with a list of approvers for security and system configuration changes for data transmission;

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

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

3. Prohibition of unlawful activities. The 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 Manufacturo KK or other entities participating directly or indirectly in the provision of services specified in the Agreement,

(c) conducting activities which infringe Manufacturo KK 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 Manufacturo KK, 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) except to the extent permitted by applicable law, disassembling, reverse engineering, or decompiling any Manufacturo KK software.

4. Liability for Users. Customer is solely responsible for activities performed by Users.

5. Liability for Customer's configurations. The 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, Manufacturo KK reserves the rights either to charge Customer for additional Fees, temporarily or permanently reduce Customer's usage so that it conforms to that limit. API and database query usage limits and the consequences of exceeding them are governed by clause 4.8.

7. Suspension of Services. Any use of the Services by Customer in breach of the foregoing may result in Manufacturo KK's immediate suspension of the access to Manufacturo, however Manufacturo KK 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.

8. API and SQL Usage Quota. Access to Manufacturo application programming interfaces (APIs) and direct Manufacturo database queries are subject to a monthly usage quota proportional to the number of licensed Users on the Customer's subscription. The applicable quota per licensed User is specified in the Order Form or communicated separately by Manufacturo KK Customers who exceed their monthly quota will be charged for additional licensed Users proportional to the excess usage, at the rate specified in the Order Form or current published pricing. Manufacturo KK reserves the right to adjust quota allocations with reasonable prior notice.

5. PROPRIETARY RIGHTS AND LICENSES

1. Access to Platform. When Manufacturo KK makes Manufacturo available to the Customer, the 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 the given selection, combination, content presented therein, logotypes, graphic elements and interactive elements are protected by copyright laws as well as international copyright treaties, and as such are subject to exclusive rights granted to Manufacturo KK or its affiliates and licensors.
3. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Manufacturo KK, 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 the Customer with title to, or ownership of Manufacturo or its components, whether made by Manufacturo KK or any third party. Manufacturo KK, 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 Customers 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 Manufacturo KK and belong exclusively to Manufacturo KK
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 the 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. The 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, the Customer may permit Users to use Manufacturo solely on the Customer’s behalf and for the Customer’s internal

business purposes. The 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 the Customer with Services, as an integral part thereof and (b) for object (executable) code of Manufacturo; the 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 Manufacturo KK 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 KK 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 KK 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 KK, is bound by the terms of this Agreement, including, without limitation, the following specific terms:

    10.1. Customer expressly understand and agree that Manufacturo KK 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 Manufacturo KK 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. The 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 Manufacturo KK, under this Agreement, delivers to the 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, the following restrictions apply:

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

(c) the 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 Manufacturo KK,

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

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

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

(g) the 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 Manufacturo KK intellectual property except as permitted under this Agreement, an Order or the Documentation,

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

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

(j) the 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. The Customer agrees to cooperate with Manufacturo KK within the scope necessary for the protection of copyright to Manufacturo. In particular, in the event of suspicion of copyright infringement by the Customer or other entities such as its employees, associates or business partners, the Customer shall inform Manufacturo KK 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 Manufacturo KK its rights.

6. FEES

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

   Generally, Manufacturo KK offers three subscription plans:

   - **Commercial** – dedicated for Customers who are not subject to any regulations regarding sensitive technology and controlled information.
   - **Governed –** this version provides all the features of the Commercial plan, with additional compliance to U.S. government regulations for companies with Controlled Unclassified Information (CUI) data requirements.
   - **FedRAMP** - includes all Governed features, plus providing compliance with a FedRAMP Moderate equivalency certification.

2. Fees for using Service shall be as set forth in the Order Form, unless agreed otherwise between the parties in writing. Manufacturo KK 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 Manufacturo KK 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 Manufacturo KK and notifying Manufacturo KK of any changes to such information.
5. Electronic Invoicing. The Parties agreed that invoices will be issued and sent in electronic form.
6. Taxes. If applicable, the Customer shall be responsible for taxes, duties or charges of any kind (including but not limited to VAT, GST, withholding taxes and any other applicable sales tax), excluding taxes based solely on Manufacturo KK's income.
7. Split Payment. If subject to the "split payment" regime, under applicable law, Customer shall be exclusively responsible for payment of any VAT amount due.
8. Overdue charges. If the Customer is more than 30 days late with the payment of Fees, Manufacturo KK shall be entitled to suspend the Services, including access to Manufacturo, until the Customer has fulfilled all outstanding payment obligations to Manufacturo KK Manufacturo KK preserves the right to accruing Fees regardless of the suspension. However, Manufacturo KK will use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to explain or remedy such violation prior to any such suspension. Notwithstanding the foregoing, Manufacturo KK, without the need for notice of default, may charge late fees. The late fee will accrue daily at a rate equivalent to 2% per month, compounded daily, on the outstanding balance from the due date until the payment is made in full. The Customer is also responsible for all costs of collection, including reasonable attorney fees, in the event of any default in payment.
9. Travel costs and other expenses. Customer will reimburse Manufacturo KK 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, Manufacturo KK will not exceed such estimate without the written consent of Customer.

7. CUSTOMER SUPPORT SERVICES

1. Platform availability. Manufacturo KK 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 (Manufacturo KK 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 Manufacturo KK'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.

   Manufacturo 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 the Customer.

   In addition to complying with applicable Data Privacy and Security Laws, Manufacturo KK will employ commercially reasonable security and access controls designed to protect the types of

data collected and stored by the Service. Furthermore, Manufacturo KK commits to perform regular data backups.

2. Support Requests. The Customer shall promptly report any Issues or Incidents to Manufacturo KK by submitting a support request through one of two available channels:
    a. An online ticket system provided by Manufacturo KK (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 the Customer.

    All support requests should include any information available to Customer sufficient to allow Manufacturo KK 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. Manufacturo KK 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 Manufacturo KK

6. Support Exclusions. Any customizations carried out by the Customer (or its agents or contractors) that do not follow Manufacturo’s Documentation, guidelines, policies, or other prescribed best practices, are expressly excluded from standard support. If Manufacturo is required to provide remedial work or support in such cases, additional charges will apply.

7. Manufacturo KK’s access to Manufacturo. In order to ensure technical support, Manufacturo KK reserves the right to use a dedicated user account with administrative authorizations to Customer’s Manufacturo Environment.

8. New releases. Manufacturo KK may, from time to time, update any Manufacturo KK software, including Manufacturo or release new versions of Manufacturo. New releases may include new and/or modified or replaced features, patches and fixes. The Parties acknowledge that due to

circumstances outside of Manufacturo KK 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, Manufacturo KK will notify the Customer in advance of such release.

9. Exceptions. Notwithstanding the foregoing, Manufacturo KK is not responsible for any Issue to the extent that such Issue was a result of:
   (a) actions and omissions of the 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 Manufacturo KK 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 Manufacturo KK,
   (d) Customer's failure to meet the minimum technical conditions specified by Manufacturo KK, 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 the 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 Manufacturo KK
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 Manufacturo KK
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. Further, Manufacturo KK 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 Manufacturo KK 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 Manufacturo KK notifies the 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 Manufacturo KK 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 Manufacturo KK 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 Manufacturo KK 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.

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, (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 Manufacturo KK or against the Customer shall only be enforceable against such party and not any other entity or its officers, directors, representatives or agents.

7. Statutory limitations. Some countries or U.S. states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law.

9. INDEMNIFICATION

1. Claims against Customer. If a claim or suit is brought against the Customer in connection with its use within the scope described in this Agreement (except as described in the "Claims against Manufacturo KK" section), Manufacturo KK agrees to indemnify the 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 Manufacturo KK (e.g. with third parties’ products) or,

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

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

   (d) any use of Customer Data or,

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

2. Claims against Manufacturo KK Customer will defend Manufacturo KK and its officers, directors, representatives or agents against any claim, demand, suit or proceeding made or brought against Manufacturo KK by a third party alleging that (a) any Customer Data or Customer's use of Customer Data with the Services, (b) a Non-Manufacturo KK application provided by Customer, or (c) the combination of a Non-Manufacturo KK 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 Manufacturo KK"), and will indemnify Manufacturo KK from any damages, attorney fees and costs finally awarded against Manufacturo KK

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 Manufacturo KK becomes aware of a claim or a likelihood of a claim for which Manufacturo KK would be required to indemnify, Manufacturo KK may at its own discretion:

   (a) obtain (at no additional cost to the Customer) additional right to allow the Customer to continue using Manufacturo,

   (b) modify or replace the affected part of Manufacturo (at no additional cost to the Customer) so it becomes non-infringing, while substantially preserving its functionality,

   (c) if none of the foregoing alternatives are possible or commercially practicable, Manufacturo KK 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 Manufacturo KK 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. Manufacturo KK Subcontractors. Notwithstanding the foregoing, Manufacturo KK may disclose Customer's Confidential Information to a subcontractor to the extent necessary to perform Manufacturo KK'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 Manufacturo KK from relying on subcontractors, nor does it interfere with obligations of Manufacturo KK 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.

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 Manufacturo KK 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 the 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 Manufacturo. In the event of any damages arising from the use of such Customer Data by Manufacturo KK as set forth herein, Customer shall indemnify Manufacturo KK from such damages.

3. Use of Customer Data. Manufacturo KK shall be entitled to use the Customer Data for the purpose of execution of the Agreement and for internal Manufacturo KK purposes, in particular, to improve Manufacturo. Customer hereby grants Manufacturo KK the right to use such Customer Data for these purposes.
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. Manufacturo KK 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. 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 Manufacturo. 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. The Customer is solely responsible for exporting or backing up any data it wishes to preserve beyond these periods. Manufacturo shall have no liability for deletion of data in accordance with these retention rules.
7. AI-Powered Services and Data Use. Manufacturo may provide AI-powered functionality (e.g., analysis, recommendations, process optimization).
    a. **Optional Features**. These features are optional, and the 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, Manufacturo 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 the Customer explicitly submits feedback, bug reports, or usage data for the purpose of improving AI Capabilities, such materials may be used by Manufacturo solely for that purpose.
        ii. If the Customer explicitly express its consent for opts in, Manufacturo 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 the Customer or its users. Opt-in consent may be withdrawn at any time, and upon withdrawal, Manufacturo will cease any further use of the 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. Manufacturo does not claim ownership of such outputs.
    f. **Transparency and Control**. Manufacturo will clearly indicate when AI Capabilities are engaged, provide Customers 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. Manufacturo 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.

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. Subscriptions renew automatically for successive periods equal to the initial Subscription term unless cancelled or modified at least ninety (90) days prior to renewal. Renewal fees shall be based on Manufacturo'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 the Customer with regard to:
        i. termination for cause:
            - Implementation: Manufacturo KK will refund Customer any prepaid Implementation fees only to the extent that Implementation has not been finished, in a proportional amount thereof;
            - Subscription: Manufacturo KK 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 Manufacturo KK with regard to:
        i. termination for cause: no refund shall take place;
        ii. termination for convenience: Manufacturo KK 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, the Customer may export all Customer Generated Data to the Customer or a third party designated by the Customer. The Customer may export Customer Generated Data contained in the Platform to the scope indicated in Documentation and in a manner agreed with

Manufacturo KK and only within 1 month after expiration. Services related to such data export may be subject to billable work to be paid by the Customer. After this period, all Customer Data will be deleted and no longer available to the Customer, which the 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 Manufacturo KK 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, the Customer represents and warrants under penalty of perjury 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 Manufacturo KK
4. Governing law. The Agreement and this Terms of Use shall be governed by the law of the State of Delaware, excluding its body of law controlling conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
5. Jurisdiction / Arbitration Clause. The Parties agree that if any disputes arise in connection with the Agreement and/or the Terms of Use, the Parties shall seek to resolve them amicably by means of negotiations. If the Parties fail to resolve the dispute within 30 (thirty) days of the receipt of the notice, each Party shall be settled – depending on the Customer’s registered office location – by arbitration or by court according to rules set out below:

If the Customer have the registered office in:	Arbitral proceedings or governing courts
European Economic Area “EEA”	All disputes arising from this Agreement or in connection with it will be resolved by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in accordance with the By-laws of that Court in force at the date on which the statement of claim is submitted and shall be finally settled by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Warsaw; the language to be used in the arbitral proceedings shall be English. The Parties undertake and agree that all arbitral proceedings conducted with reference to this Article will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way

	his rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar. For avoidance of doubt, in case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this Article.
Clients domiciled in the United States and outside EEA	For Clients domiciled in the United States and outside of EEA, any dispute arising from or relating to the subject matter of these Terms shall be finally settled by arbitration in Delaware using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of these Terms, the Parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Delaware.

6. Marketing. Solely to the extent authorized by Customer in written consent, Manufacturo KK 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 the Customer as a client of Manufacturo KK, Manufacturo KK may place the Customer's logos and trademarks on its website and in other marketing materials.

7. Export compliance. The Services, including Manufacturo and any other Manufacturo KK technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Manufacturo KK and Customer each represents that it is not named on any U.S. government denied-party list. Neither Party will permit any user to access or use any Service, including Manufacturo or any other Manufacturo KK technology in a U.S. (or other country) embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any export law or regulation of U.S. or any other jurisdictions.

   Manufacturo acknowledges that the disclosed information, including without limitation Customer Data (excluding Customer Usage Data), may be technical data subject to export control, and that compliance with appropriate U.S. Government regulations may be necessary to obtain required approvals before disclosing such information to foreign persons, businesses, or governments. Parties agree to comply with all applicable U.S. export control laws and regulations, specifically the requirements of ITAR, 22 CFR 120 et seq.; and the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license, if applicable. Without limiting the foregoing, each of the Parties agree that it will not transfer any export-controlled item, data, information or services to foreign persons, to

include foreign persons employed by or associated with, or under contract with the Party without the authority of an applicable export license or applicable license exemption.

8. Subcontracting. Manufacturo KK shall not subcontract or delegate any of the Implementation and support services without Customer's prior written consent. Manufacturo KK 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 Manufacturo KK subcontractors, and (b) the acts and omissions of Manufacturo KK subcontractors in connection with the performance or provision of any of the Implementation or support services. Customer acknowledges and agrees that Manufacturo KK subcontracts or delegates performance of some Services to its affiliates or partners engaged under exclusive cooperation agreements. For the FedRAMP Plan, any subcontractor with logical access to systems or Customer Data must meet ITAR or FedRAMP Moderate control requirements respectively and be bound by equivalent confidentiality, incident-reporting, and continuous-monitoring obligations.
9. 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. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
10. 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 the Customer shall not be in force, unless this provision has been expressly excluded in writing by both Parties.
11. 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, and (4) the Documentation.
12. Modifications and amendments. Manufacturo KK reserves the right to amend applicable Documentation, including Fees and this Terms of Use being the integral part of the Agreement concluded with the Customer. Manufacturo KK shall notify the Customer of an amendment to the Terms of Use by (i) posting a revised version on the Manufacturo website and (ii) by sending the Customer appropriate information through agreed e-mail. If Customers doesn't agree to be bound by the modified terms, the Customer has a right to terminate the Agreement. 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.
13. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
14. Manner of giving notice. Except as otherwise specified in this Agreement:
    a) all notices related to this Agreement made by the Customer shall be in writing or shall be served by using the means of electronic communication (i.e. by e-mail) to Manufacturo KK's address stated in the Agreement (particularly in applicable Order);
    b) Manufacturo KK may provide any notice to the 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 the Customer (or its User or Coordinator) stated in the Agreement, particularly in applicable Order.
15. 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.

16. Force Majeure. Neither Party shall incur any liability to the other for any failure to perform any of its obligations under this Agreement to the extent such failure is caused by events which were beyond the control and without any negligence of the Party seeking protection from liability according to this section (including events such as strikes, lockouts, riots, acts of war, acts of terrorism, acts of states, state-backed or state-funded entities, natural disasters, fire or explosions).
17. 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.
18. 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.
19. Counterparts. This Agreement is executed in two counterparts, each of which shall be an original.