

SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (“SSA”) is concluded by and between Noema Research (“**Noema Research**”) and the end user, be it a natural or legal person, as identified in the Order (“**Customer**”) (each a “**Party**” and collectively the “**Parties**”), both as identified in the signature blocks below, and shall be effective as of the date the Customer starts using the Product, places an Order or pays the Fees, whichever occurs first (“**Effective Date**”). The natural person signing or otherwise accepting this Agreement, represents and warrants that they have the capacity to represent the entity identified as the Customer. This Agreement applies to the Product and Services identified in the relevant Orders.

By using the Product, signing the Order or otherwise accepting this Agreement when prompted (such as via click-through), you have accepted this Agreement. Noema Research may modify this Agreement from time to time and Noema Research will provide a 15 calendar days prior electronic notice in this respect. Customer’s continued use of the Product after changes to the Agreement have been published constitutes Customer’s binding acceptance of the updated Agreement.

1. DEFINITIONS

Terms with capital letters have the meaning ascribed to them under this clause or under the remainder of this Agreement.

“**Agreement**” means this SSA, together with its schedules and any other references herein to any other terms and conditions (such as the Order, the Documentation, the data processing agreement available here [...] and which are included herein by reference), and excluding any terms and conditions thereof added unilaterally by Customer;

“**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where Control means the direct or indirect control of greater than 50% of the voting rights or equity interests of a Party or the power to direct or cause the direction of the management and/or business strategy of that Party.

“**Customer Applications**” means any hardware, servers, applications, operating systems, infrastructure, environments or other similar product used by the Customer in conjunction with the Product;

“**Customer Data**” means any data, content, document, material or information that the Customer or its Users provide to Noema Research directly or indirectly (such as that the Customer or the Users import into Product or that are accessed by Noema Research in connection with, or for the purpose of, provision of any Services);

“**Documentation**” means any Noema Research’s technical and functional documentation related to the use of the Product as made available by Noema Research, including any guidelines or policies associated with the Product, excluding any publicity and marketing materials;

“**Fee(s)**” means the fees payable for the license to use the Product or benefit from the Services and any expenses incurred in the performance of Services, as set forth in the applicable Order;

“**Intellectual Property Right(s)**” means all patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in computer software and databases, know-how, look and feel, and any other intellectual property rights or rights of a similar nature, in each case registered or unregistered, and including all applications and rights to apply for and be granted protection, renewals or extensions of such rights, as well as the right to claim priority therefrom, and similar or

equivalent rights or forms of protection which subsist now or in the future in any part of the world, including as otherwise defined or regulated under the applicable law;

“**Subscription Term**” means the duration of the right to use the Software, as provided in an Order;

“**Order**” means the ordering form/document or statement of work placed by the Customer and accepted by Noema Research, placed either directly with Noema Research and accepted by Noema Research, and excluding any terms and conditions thereof added unilaterally by Customer or a Noema Research partner. All Orders are deemed subject to this Agreement, irrespective of whether a reference to this Agreement is made in the Order or not;

“**Personal Data**” means information related to an identified or identifiable natural person as defined by, as applicable, Regulation (EU) 2016/679 (GDPR) and other applicable privacy laws;

“**Services**” means services (such as implementation and configuration services) to be provided by Noema Research to Customer as and to the extent agreed upon in Orders;

“**Software**” means: (i) software products licensed to Customer as specified hereinunder and in the Orders, all as developed by or for Noema Research and/or its Affiliates, and as provided to Customer hereunder; (ii) any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software made available to Customer, during support or pursuant to warranty obligations; (iii) all new releases, versions, modifications, updates, patches, improvements, enhancements, or similar derived works thereto (and which may be licensed as separate products); (iv) any complete or partial copies of the foregoing; (v) Documentation; (vi) derived works of all the foregoing; (vii) all IP Rights related to all of the foregoing, excluding open source software components, Customer Data, Customer Applications or Third-Party Services.

“**Support**” means maintenance and support services, applicable to the Software during the Subscription Term as and if provided in the relevant Order and in accordance with the support terms available here (...) (“**Support Terms**”);

“**Product**” means each and together, the (i) Software identified in the applicable Order, (ii) the Product’s outputs and reports, and (ii) any materials and information developed by Noema Research for Customer, including during performance of Services;

“**Third-Party Services**” means any software, services, cloud applications, cloud service endpoints, data services, APIs, AI/ML, and content of third parties, including open source software or the Customer Applications which may be accessed when using the Product.

“**User**” means either Party’s employees, representatives, and contractors, and in the case of the Customer, also other individuals under Customer’s control and which the Customer allows to access and use the Product.

2. LICENSE AND USE

2.1. Product License. Subject to the terms and conditions of this Agreement and to any limitations provided in the Order (such as usage, seats, etc.), Noema Research grants Customer, upon delivery or access and during the Subscription Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use the Product specified in the applicable Order, solely for Customer’s internal business purposes and in accordance with the applicable Documentation.

2.2. Users Access. Customer may allow its Users to use the Product, and access the Services, as provided in clause 2.1 above, provided that: (i) Customer ensures and undertakes its Users and Affiliates comply with the terms of this Agreement, (ii) Customer will not grant any additional

rights, use or access other than set forth herein and will retain exclusive control over the Product, and (iii) Customer shall be liable towards Noema Research as if their acts and omissions were Customer's own. Upon request, Customer will provide Noema Research with details and use reports of all Users and Affiliates having received access to the Product. The Customer shall promptly inform Noema Research of any unauthorized access thereto.

- 2.3. Trial Version.** If Noema Research approves Customer's use of Trial Version ("Trial Version" means Product designated by Noema Research as "trial", "evaluation," "not for resale", "pre-release" or "alpha" or "beta" version, or other similar designation), the terms herein applicable to the Product also apply to access and use of such Trial Versions, as modified by the following prevailing terms: (i) the duration of such access and use shall be as indicated by Noema Research, provided that either Noema Research or the Customer can terminate (before expiry) Trial Version access or use at any time upon written (including e-mail) notice to the other Party; and (ii) the Trial Version is provided "AS-IS" without warranty of any kind, and Noema Research disclaims all warranties, indemnification obligations, Support obligations, and other liabilities and obligations for the Trial Version. The offer of any Trial Version will not create any obligation for Noema Research to continue to develop, support, repair, offer for sale, or in any other way continue to provide or develop any such Trial Version. Trial Versions may be available, free of charge, for the limited period provided by Noema Research when Customer signs up to access the Services on a "trial basis" or similar. Thereafter, the payment terms set out in clause 5 "Payment Terms" will apply. Customer must promptly cease using the Trial Version, and destroy all copies thereof if Noema Research requests Customer to do so.

3. SERVICES

- 3.1. Software Support.** Noema Research will provide Support during the applicable Subscription Term in accordance with the Support Terms.
- 3.2. Services.** Services shall be agreed upon in an Order. Services start dates will be dependent upon the availability of Parties' qualified resources and Personnel and will be negotiated between Customer and Noema Research and are best estimates. Unless otherwise expressly agreed in the Order, the Customer shall promptly provide Noema Research with all information, materials, access, etc. required by Noema Research and necessary to perform the Services. Noema Research shall not be liable for any delay caused by the Customer's own delay or the Customer's failure to cooperate in the provision of the Services, if any. Any work carried out on the basis of an Order agreed to by the Parties shall be paid in full by the Customer.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. Intellectual Property Rights.** This Agreement does not grant either Party any rights, by implication, waiver, estoppel, or otherwise, to the other Party's Intellectual Property Rights. Noema Research, its Affiliates and their licensors own and retain all Intellectual Property Rights to the Product, including without limitation any integrations, code, patches, materials, reports, data, know-how, background Product, information or similar assistance otherwise provided to Customer. Customer retains its rights over the Customer Data and Customer Applications. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and similar terms mean the purchase or sale of a license under this Agreement. Customer acknowledges that if it provides any suggestions or feedback to Noema Research, it does so voluntarily and Noema Research will be entitled perpetually and irrevocably to use any suggestions or feedback, in any way and for any purpose in relation to the Services.
- 4.2. Customer's Undertakings.** Customer represents that it has the appropriate rights to allow Noema Research to use and/or modify any Customer Data, Customer Applications, software or

products as part of any Services and that Customer has all required rights, licenses and consents to use the Product, the Customer Data and the Customer Applications. Customer represents and warrants that it will not use and sensitive/special categories of Personal Data in conjunction with the Product. Noema Research's provision of the Services and of the Product is contingent upon the warranties provided herein. Customer grants Noema Research, and subcontractors (if any) a non-exclusive, limited license to use that Customer Data necessary for performing the Services (if the case).

5. FINANCIAL TERMS

- 5.1. **Payment.** Unless otherwise agreed in the applicable Order: (i) the Fees for the Software and Support will be invoiced monthly or annually in advance, (ii) the Fees for the Services will be invoiced in advance or as provided in the Order, and (iii) invoices shall be issued after acceptance of the Order and the invoices will be delivered only electronically, and Customer will pay them within 15 (fifteen) calendar days as of the invoice date. All Fees are exclusive of any taxes, such as sales, use, value added, withholding, or any other taxes, however designed. All Orders are non-cancellable and all Fees are non-refundable. Upon termination or expiration of an Order or of this Agreement, any and all Fees due under the respective Order or under this Agreement, (i) that have already been invoiced will immediately become due and payable, and (ii) Fees not already invoiced, will be immediately invoiced by Noema Research and become due and payable within 15 calendar days as of invoice date. The Fees are payable, due and non-refundable even if the Customer does not use the Product.
- 5.2. **Payment defaults.** If Customer defaults any payment due under this Agreement, then Noema Research may charge the Customer a penalty on the overdue amount at a rate of the lesser of 0.5% or the maximum rate permitted by applicable law, per each day of delay as of the due date until the actual payment of the overdue amount. Customer shall pay the penalty together with the overdue amount. Customer may not withhold payment of any amount due to Noema Research because of any set-off, counterclaim, abatement, or other similar deduction. Noema Research may send the Customer a reminder notice of the overdue amount but is not required to do so. In the event the Customer's payment default exceeds 10 (ten) calendar days, Noema Research may, at its sole discretion and without any additional remedy term: (a) suspend Noema Research' performance of any obligations under this Agreement until the full payment of the due amounts, in accordance with this Agreement; (b) terminate the Agreement with immediate effect, upon notice to the Customer, without any court intervention or other formalities. Customer understands and agrees that should a payment failure occur, the access to the Product may be terminated by Noema Research without any notice.
- 5.3. **Changes.** Noema Research is free to establish the Fees at its own discretion. Noema Research will not change the Fees applicable to an Order already accepted by it. Noema Research will notify Customer of any change in Fees and such change will become effective upon Customer placing a new Order or the renewal of any current Subscription Term following such notice.

6. ACCEPTABLE USE

- 6.1. **Acceptable Use.** Customer represents and warrants that it and its Users will use the Product and the Services in accordance with this Agreement and the Documentation. Without prejudice to the generality of the foregoing and to the greatest extent permitted by the applicable law, Customer agrees for and that itself and its Users, directly or indirectly or through others:
- a) will not circumvent any technological protection measures set by Noema Research to control access to the Product and will not exceed any use limitations;
 - b) will not use, and will not encourage others to use, the Product or the Services (i) to inspect or analyse the Product or the outputs for benchmarking or comparison purposes, (ii) to design

modify, create a derivative work or create any program that performs functions similar to the functions performed by the Product or to analyse the Product therefor, (iii) to acquire any technical specifications and gain a competitive technological or business advantage, (iv) to misappropriate or infringe any rights or violate any laws or contracts;

- c) will not disassemble, decompile or reverse engineer the Product or any portion of it; will not alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve, extend interfere or disable features, functions or functionalities of the Product or Services or otherwise derive source code therefrom or otherwise reduce them to human readable form, except to the extent expressly permitted under applicable law and if it is essential to do so for the purpose of achieving interoperability of the Product with another software program, and provided that, Customer has first requested with at least 90 days prior written notice, that Noema Research provides the information necessary to achieve such interoperability and Noema Research has unreasonably not made such information available;
- d) must not remove, alter, modify or appropriate or use as their own, any proprietary markings included therein;
- e) must not use the Product to operate in a service bureau, managed service or commercial hosting services environment, unless expressly approved by Noema Research in writing.
- f) will obtain and maintain all authorizations and consents required to use the Customer Applications, Personal Data or the Customer Data as contemplated in this Agreement and/or in conjunction with the Product and the Services;
- g) must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute the rights acquired under this Agreement;
- h) must not use the Product for high-risk activities, such as in conjunction with critical infrastructure or other activities that could lead to harm;
- i) will not perform any type of security testing in violation of this Agreement;

6.2. Customer must not use the Product or any Services for any purposes prohibited by US, EU or other applicable law, including any export control laws or in connection with the design, construction, operation or supervision of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or environmental or property damage (including without limitation, for example, use in connection with any nuclear, military, avionics, life support, industrial, scientific, other life critical application or similar). The Product is not designed for such use and Noema Research expressly disclaims any liability or warranty for such use.

6.3. Access to the Product may be blocked by Noema Research or by foreign governments in certain countries. Customer is responsible to make sure that its use of the foregoing is legal and available where Customer is using them.

6.4. Customer must maintain, monitor, and control all activity conducted through Customer's account, and back-up and validate data from all Customer systems.

6.5. Customer must not use the Product or the Services to engage in or promote any unethical, immoral, or illegal activity or enterprise, or to interfere in any political, electoral, democratic process or for military or other purposes.

6.6. Express authorization for testing. The Customer represents and warrants that it will carry any testing activities only on Customer's Applications and if these Customer Applications include

other third-party systems, networks, applications, or other digital assets, the Customer holds all necessary legal rights, including any authorizations, licenses, written permissions, or explicit consents from their owner prior to and to be beginning the testing. Customer shall be solely responsible for obtaining such legal rights and expressly releases Noema Research from any liability arising from the absence of such authorization. Customer undertakes to maintain records of the consents and written authorizations obtained and, upon Noema Research's reasonable request, shall provide evidence of such authorizations. Noema Research shall bear no legal liability—whether civil, administrative, or criminal—in connection with any testing for which the Customer lacks legal access or authorization.

7. CUSTOMER LIMITED RESPONSIBILITY

- 7.1. **Customer Indemnification.** Customer will indemnify, defend and hold harmless Noema Research and its Affiliates, Users, resellers, distributors, partners, and licensors (“**Noema Research Related Party**”) from any claim, action, legal proceeding, fines, demand, loss, or damage, including reasonable attorneys’ fees, arising out of, or related to: (i) Customer Data and Customer Applications, or (ii) Customer’s or its Affiliates’ or its or its Affiliates’ User(s)’ use of the Product or of the Services; (iii) Customer’s or its Affiliates’ or its or its Affiliates’ User(s)’ breach of the Agreement, or (iv) Customer’s or its Affiliates’ or its or its Affiliates’ User(s)’ breach of any third party rights or licenses, or of the applicable law. Noema Research can opt to retain the right to control the defence of any claim, action, or matter subject to indemnification by Customer with counsel of our own choosing. Customer will fully cooperate with Noema Research in the defence of any such claim.

8. WARRANTY, LIABILITY AND INDEMNIFICATION

- 8.1. **Software and Services Warranty.** Noema Research warrants that, during the Subscription Term, the Product will substantially conform to the Documentation, provided that the Product is used in accordance with the terms of this Agreement, the Documentation, and applicable law. To the extent permitted by law, Noema Research’s sole liability under this warranty will be, in Noema Research’s reasonable commercial discretion, a repair or replacement of the relevant Software, or if Noema Research determines in its sole discretion that the foregoing remedy is not commercially reasonable, Noema Research may terminate Customer’s license to the relevant component of the Software.
- 8.2. **Damages.** Except for Customer’s breach of Noema Research’s Intellectual Property Rights, of the applicable law, and Customer’s indemnification and confidentiality obligations herein, neither Party will be liable to the other or for any indirect, special, moral, incidental or consequential damages, loss of profits, loss of revenue, or loss or corruption of data. Under no circumstances may Noema Research be liable for any claims that may be asserted, granted or imposed against Noema Research or Customer, arising from, or in connection with Third Party Services, Customer Data or Customer Content.
- 8.3. **Monetary Cap.** Except for Noema Research’ fraud or wilful misconduct, Noema Research’ maximum aggregate liability for all damages (individually and together) under or relating to this Agreement will not exceed the Fees paid to Noema Research under this Agreement for the relevant Software or Services in the 12 (twelve) months before the initial claim giving rise to such damages.
- 8.4. **Applicability.** The foregoing will apply only to the extent permitted under the applicable law, regardless of whether the claim arises from contract or tort and regardless of the theory of liability but will not limit payment obligations under this Agreement, and irrespective of whether the other Party has been advised of the possibility that such damage might incur. The Agreement allocates the risks between Noema Research and Customer, and each Party’s benefits under this Agreement reflect this allocation of risk and limitations of liability. All

claims against Noema Research shall expire on the date falling 12 months from when Customer's cause of action arose.

- 8.5. **Exclusions.** Noema Research will have no liability for any claim arising from: (i) use of the Product or the Services in breach of the Agreement, third-party rights or the applicable law, (ii) Third Party Services, Customer Data or Customer Applications; (iii) modification of the Product or the Services by anyone other than Noema Research; (iv) failure by Customer to install or use the latest updated version of the Product, as instructed by Noema Research, to avoid infringement or breach, or security vulnerabilities or malfunctions.
- 8.6. **Disclaimer of warranties.** Customer understands and agrees that Customer's use of the Product, Trial Versions or any of their outputs is at Customer's own risk and responsibility and that Noema Research makes no warranties, express, implied, statutory, or otherwise, guarantees or conditions regarding their use or availability or any part thereof, except those provided under this Agreement. The Product is provided "AS-IS" and "WITH ALL FAULTS" and on "AS AVAILABLE" basis. To the maximum extent permitted by law, Noema Research disclaims all warranties, express or implied, statutory, or otherwise, including non-infringement, availability, merchantability, quality of service, fitness for a particular purpose or capability of the Product to integrate or interoperate with other technologies. Noema Research does not make any representation, warranty, guarantee or condition regarding the effectiveness, usefulness, reliability, completeness, or quality of the Product's outputs (such as accuracy of the information accessed by the Product or its output), or as regards compliance with any laws or regulations.

9. TERM, SUSPENSION AND TERMINATION

- 9.1. **Subscription Term.** Unless otherwise provided in the Order, the Subscription Term for the Software will be of 12 months ("**Subscription Term**"). The Subscription Term will automatically renew for additional periods equal thereof, until either Party provides written notice of non-renewal to the other Party at least sixty (60) days before expiration of the respective Subscription Term.
- 9.2. **Term of the Agreement.** This Agreement is effective as of the Effective Date and will continue until terminated by either Party as described under this Agreement. In case there is an ongoing Order upon termination of the Agreement, the Parties hereby agree that the terms of this Agreement will be automatically extended until the expiration of the Order's Subscription Term and any renewal term thereof.
- 9.3. **Termination.** In addition to any other provisions of this Agreement or those of the applicable law, this Agreement may be terminated as follows:
- a) by either Party, immediately upon written notice to the other, if the other Party has made a material breach hereunder and, to the extent the breach can be cured, has not been cured within 20 (twenty) days from the notice date; it is deemed a material breach, among others, the breach of the payment obligations, of the "Acceptable Use" section, of the other Party's Intellectual Property Rights; or
 - b) by either Party, immediately upon written notice to the other Party: (a) when, due to the applicable law or on account of a regulator's or similar body's decision or ordinance, it becomes unlawful or illegal to continue the performance of this Agreement; or (b) commences or has been commenced against them bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, is unable to pay its invoices or loans when due, or ceases to operate in the ordinary course of business;

- c) by Noema Research, with thirty (30) days written notice, in case the Customer or any of its Affiliates become a competitor of Noema Research;
 - d) automatically, if there is no effective or outstanding Order subject to this Agreement for a period longer than 6 months. This means that for subsequent Orders, the Parties shall enter into a new software and services agreement;
- 9.4. **Effect of Termination.** Except for termination of this Agreement for Customer's breach or for Customer or its Affiliates becoming competitors as provided above, all Orders will continue to be in effect until the expiration of their Subscription Term. Unless otherwise agreed by the Parties in writing, termination of an Order will not trigger termination of this Agreement. Upon termination of this Agreement, termination of an Order or expiration of any Subscription Term, the license and rights for the respective Product or Services will immediately terminate and Customer must, at its expense, remove and delete all copies thereof.
- 9.5. **Suspension.** Noema Research may suspend the use of and access to the Platform and to the Services: (i) if necessary to comply with the applicable law and/or any third-party rights deemed by Noema Research to be reasonably enforceable; (ii) if Customer breaches the Acceptable Use section. If Noema Research suspends Customer's use or access, then as Customer's sole remedy: (a) Noema Research will provide Customer with notice on the cause for suspension to the extent legally permitted, and (b) the suspension will be only to the extent required to resolve the cause for suspension. If the cause for suspension cannot be resolved as indicate hereinunder, then Noema Research may terminate this Agreement.
- 9.6. **Survival of terms.** Any provisions of this Agreement that, by their nature, are intended to survive termination or expiration shall remain in full force and effect following such termination or expiration. These include, without limitation, provisions relating to confidentiality, data protection, intellectual property rights, disclaimers of warranties, limitations of liability, indemnification, governing law, dispute resolution, and any accrued payment obligations of the Customer.

10. CONFIDENTIALITY

- 10.1. **Confidential Information.** Information shared by the Parties, or their Affiliates, under this Agreement will be deemed confidential if disclosed in any form or manner, marked as, or reasonably considered, confidential, and includes, without limitation, the Product, trade secrets, know-how, business operations, plans, strategies, customers, and pricing ("**Confidential Information**"). Confidential Information excludes any information that (i) is or becomes public, through no fault of the recipient; (ii) was rightfully acquired by or already known to the recipient without an existing confidentiality obligation; or (iii) is independently developed by the recipient without the use of discloser's Confidential Information. The receiving Party will treat the Confidential Information with no less than reasonable care and will not use or disclose Confidential Information to anyone, except as set forth under this Agreement or to its Users, employees, representatives, contractors, advisors or consultants, who need to know the Confidential Information for the purposes of this Agreement and are bound by similar confidentiality obligations. The receiving Party may disclose Confidential Information as necessary to comply with applicable law, a valid order of a court of law or governmental body, or with mandatory rules of an equivalent binding authority after using reasonable efforts to provide advance notice of such disclosure to the disclosing Party. The obligations of confidentiality and non-use contained in this Section "**Confidentiality**" shall remain in full force and effect during the term of this Agreement and for a period of 3 (three) years thereafter, except with respect to those Confidentiality Information which represents Noema Research' trade secrets as per the applicable law, which shall be subject to confidentiality for an unlimited period of time.

11. DATA PROTECTION

- 11.1. **Representatives' Data.** During the performance of this Agreement each Party may collect, store and use personal data (as defined by, as applicable, Regulation (EU) 2016/679 (GDPR) and other applicable privacy laws) related to the other Party's representatives or employees, such as their name, telephone, e-mail address, job title. Such data may be collected from the other Party or directly from the representatives or employees and it is necessary to allow the Parties to enter into and perform this Agreement. Each Party will be responsible for informing its own representatives or employees of the processing of their personal data as provided in this Agreement. Any Personal Data shared between the Parties is subject to the data processing agreement incorporated herein. Noema Research processes personal data in accordance with the privacy policy available on the website <https://noemaresearch.com>.

12. GOVERNING LAW AND JURISDICTION

- 12.1. **Governing Law and Jurisdiction.** This Agreement and any claim arising therefrom or in relation therewith (be it contractual or otherwise) shall be governed by and construed in accordance with the laws of Romania, without reference to its conflict of laws provisions. In addition, each party agrees that any claim, action, or dispute arising under or relating to this Agreement shall be exclusively and finally settled by courts located in Bucharest, Romania.

13. MISCELLANEOUS

- 13.1. **Third-Party Services.** Customer may use the Product in conjunction with Third-Party Services, subject to complying with all terms and conditions enforced by third-party providers thereof, bearing the entire risk of such use. Noema Research does not control or own any Third-Party Services, and the access to and use of such Third-Party Services is Customer's sole responsibility and shall be carried out as set forth under those Third-Party Services terms and conditions, and Noema Research will not be liable for use of the Third-Party Services.
- 13.2. **Third-Party Licenses.** The Product may contain or may be used in conjunction with third party components, which are subject to their own terms and conditions. Customer's possession and use of any such Third-Party Services shall be governed by the licenses applicable to such Third-Party Services. Noema Research does not provide updates, upgrades or support for third party software or services.
- 13.3. **Notices.** Notices and other communications by one Party to the other Party under this Agreement shall be in writing and shall be addressed by email with a read receipt to the persons and at the email addresses indicated in the signature blocks below. In the absence of a valid Customer email address, Noema Research may use a publicly available address, or any email address previously used in communications with Noema Research. Notices will be treated as received after two calendar days the email is sent (except for Saturdays, Sundays and public holidays, in which case the notification shall be deemed received on the next working day), unless the email server retrieves a notification indicating a failure in delivering the email.
- 13.4. **Verifications.** Noema Research may, at its expense, verify that Customer's use, access, installation, or deployment of the Product comply with the terms of this Agreement and Customer has the obligation to provide the reasonably required information in this respect.
- 13.5. **Subcontractors.** Noema Research may use subcontractors to perform the Services and will be responsible for performance of the Services by such subcontractors as for its own actions under this Agreement.
- 13.6. **Publicity and Marketing Activities.** Customer authorizes Noema Research to publicly identify the Customer as a customer and include the Customer's name and logo on Noema

Research's website and other promotional and marketing materials. Each Party will adhere to the marketing and communication guidelines provided to it by the respective other Party in view of any marketing related to the other Party within the scope of this Agreement.

- 13.7. **Waiver.** Failure to exercise, or delay in exercising, any right, power or remedy under this Agreement shall not operate as a waiver, and any single or partial exercise of any right or remedy will not prevent any further or other exercise of any the same or other right or remedy. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.
- 13.8. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, transferred, delegated, or otherwise disposed of by either Party without the prior written consent of the other Party, not to be unreasonably withheld or delayed. Noema Research can assign this Agreement in the case of a change of control.
- 13.9. **Entire Agreement.** This Agreement with all references herein is the entire understanding between Noema Research and Customer with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between the Parties with respect to such subject matter. Unless otherwise prescribed hereunder, any amendment to this Agreement will be made in writing and will be signed by authorized representatives of the Parties. A conflict between the terms of this Agreement will be settled per the following order of precedence: (i) Order accepted by the Parties, (ii) additional terms for new Product features/functionalities, and (iii) this Agreement.
- 13.10. **Force Majeure.** Neither Party shall be responsible to the other for the non-performance or delay in performance (other than the payment of money) occasioned by any force majeure causes as per the applicable law. The Party claiming the force majeure is obliged to notify the other Party in writing, within maximum 10 (ten) calendar days from the date of commencement of the force majeure event and is obliged to take all necessary measures to limit its effects, unless the required measures are too burdensome. In case the force majeure event lasts for more than three months, either Party may terminate the Agreement on giving written notice to the other Party.
- 13.11. **Non-solicitation.** To the extent allowed by the applicable law, for the Term and 12 months after its termination, Customer shall not solicit or entice away or attempt to entice away from Noema Research any person involved in the execution of this Agreement.

14. OTHER PROVISIONS

- 14.1. **Severability.** If any of the provisions of the Agreement is or becomes invalid or non-binding, the Parties shall remain bound by the remaining part and shall replace the invalid or non-binding part by provisions which are valid and binding and the effect of which is, to the greatest extent possible, similar to that of the invalid or non-binding part.
- 14.2. **Export Control.** The Parties acknowledge that the Product and Services may be subject to export control and sanctions laws including U.S. Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations (collectively "Export Laws"). Customer agrees to comply with all Export Laws related to Customer's access to and use of the Product and Services. Customer represents and warrants that it is not (i) located, organized, or resident in a country or territory that is subject to a U.S. trade embargo (currently, Crimea, Cuba, Iran, North Korea, and Syria); or (ii) identified on, or owned or controlled by any party identified on, any applicable sanctions or restricted party list, including

the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Entity List, Denied Persons List, or Unverified List, administered by BIS. Customer agrees that it will not export, re-export or otherwise transfer the Product or Services, or use the Product or Services to disclose, transfer, download, export, or re-export, directly or indirectly, any Customer Data, to any country, entity or other party that is ineligible to receive such items under the Export Laws. Customer acknowledges that the Services may not be available in all jurisdictions and that Customer is solely responsible for complying with the Export Laws in its access to and use of the Product and Services. Customer acknowledges that Noema Research may cease to provide the Product and Services if Noema Research determines that Customer has violated any of the representations in this section and Customer agrees to promptly notify Noema Research in writing if its status under any of these representations' changes.

- 14.3. Analyses Information.** Noema Research and its Affiliates may process data, technical information, usage, and telemetry from the Product and any use thereof, to develop, make available and provide software features, perform its obligations under this Agreement, create indices, offer Support, provide bug fixes, run systems diagnostics, and monitor error and performance, subject to confidentiality obligations hereunder.
- 14.4. Relationship of the Parties.** The relationship of the Parties established under this Agreement is that of independent contractors, and nothing therein shall constitute any Party the agent of any other Party or otherwise grant any Party the authority to bind any other Party to any obligation and no Party shall hold itself out as being an agent, having such authority.
- 14.5. Counterparts.** In addition to all other acceptance/consent provisions and without limitation to their generality and enforceability, each Party agrees that their electronic signatures, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as handwritten ink signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile, click-through or e-mail electronic signatures.