CRAYON GENERAL TERMS AND CONDITIONS
(v1.2 – 01/2025)

1. Definitions

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Party. Control means ownership of 50% or more of the voting power or ownership interest in such entity, or the power to direct or cause the direction of the management and policies of such entity, whether through ownership, contract or otherwise.

"**Agreement**" means, as amended from time to time, (i) any agreement, quote, purchase order or statement of work ("**SOW**") buying or placing an order for services or software from Crayon, (ii) these Crayon General Terms and Conditions ("**General Terms**"); and (iii) any additional written agreements or documents relating to the transaction signed by Crayon and the Customer which refers to this document.

"**Business Day**" means any day other than a Saturday, Sunday, or public holiday in the country where the Services are provided.

"**Change of Control**" means: (a) the sale, lease, transfer, conveyance or other disposition, in one transaction or a series of related transactions, of all or substantially all of the assets of the Customer; (b) the acquisition of beneficial ownership, directly or indirectly, by any person or group of persons acting in concert, of more than fifty percent (50%) of the voting securities of the Customer; (c) the merger or consolidation of the Customer with or into any other entity or the sale, lease, transfer, conveyance or other disposition of all or substantially all of the Customer's assets to any other entity; or (d) any other transaction or series of related transactions in which the control of the Customer changes.

"**Customer**" means the customer ordering, purchasing, procuring services or goods from Crayon or its Affiliates. If ordering for Affiliates, the Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

"**Deliverables**" mean the specific outputs or results to be delivered by Crayon as described in the Statement of Work.

"**Intellectual Property Rights**" means any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

"**License**" means the permission granted by a Licensor to Customer, allowing Customer to exercise certain privileges with respect to its software regardless of if the software is installed on premises or accessed as cloud services. The Licenses to be supplied or made available under these General Terms will be listed in the respective quote from Crayon, Customer purchase order and Order Confirmation(s) and may include temporary usage rights (e.g. subscriptions, cloud services), updates and upgrades, patches or any other changes offered by the Licensor according to the Licensor.

"**Licensor**" means the legal entity that is the owner of the Intellectual Property Rights vested in the Licenses with the authority to define the terms and conditions governing the use of the Licenses set out in the Licensor Agreement.

"**Licensor Agreement**" means any applicable Licensor's terms or agreement, including but not limited to Licensors' end customer or end user licensing agreements and, if applicable, personal data processing agreements, entered into by the Customer with a Licensor or through Crayon, governing the use of standard software, cloud services, and other products and services provided by third-party software Licensors, regardless of whether they are installed on-premises or accessed as cloud services ("**Licensor Standard Products and Services**").

"**Normal Business Hours**" mean the hours between 9:00 AM and 5:00 PM on Business Days.

"**Party**" means either Crayon or the Customer, together "**Parties**".

"**Services**" means any software products, services, including professional, managed, support and cloud services provided, supplied or resold by Crayon.

"**SOW**" means a statement of work, and for the purposes of this document, also quotes, purchase orders, and order forms.

Section 1: General Terms

2. Agreement

All contractual relationships between Crayon and/or its Affiliate and the Customer shall be governed by these General Terms.

Customer accepts these terms on behalf of the entity they represent (together with its Affiliates) by either: (i) physically or electronically signing an Agreement incorporating these General Terms; or (ii) in the absence of any signed agreement, by coming into an agreement or placing an order with Crayon in any form or manner.

In case of any inconsistency between the General Terms and an Agreement, the Terms will prevail unless the Agreement expressly mentions that its provisions override these General Terms. Any other effort to change or revise these General Terms will be considered null and void. Any changes to these General Terms within an Agreement are only applicable to that Agreement and will not alter the General Terms for any other reason. Any Customer's standard terms are hereby explicitly rejected.

When purchasing Licenses, Customer acknowledges that they may also be required to enter into a Licensor Agreement.

If Customer is entering into this Agreement also on behalf of its Affiliates, it shall ensure that all Affiliates have provided all required legal and internal approvals to the Customer for entering into this Agreement on their behalf.

3. Performance and Warranties

Crayon warrants that it shall perform its obligations in a professional and workmanlike manner in accordance with generally accepted industry standards. To the maximum extent permissible by law, all conditions and warranties not expressly given herein, which may be excluded by applicable law are hereby expressly excluded. No express conditions or warranties are made by Crayon except those expressly provided by Crayon in this Agreement.

Both Parties warrant to the other Party that:

i) It has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative;
ii) it has the authority to grant any rights to be granted under this Agreement; and
iii) it owns or has obtained valid licenses, consents, permissions and rights to use, and where necessary to licence to the other Party and any of its subcontractors, any materials reasonably necessary for the fulfilment of all its obligations under this Agreement.

4. Payments

Customer shall pay the fees for the Services and Licensor Standard Products and Services as more fully set out in the relevant quote or SOW. Crayon shall invoice the fees in accordance with the payment intervals stated in the quote or SOW. If Crayon invoices Customer applicable fees based on the monthly consumption, each invoice will be based on the price in effect during the period to which the invoice refers.

All payments by the Customer hereunder shall be in the currency set out in the quote or SOW and shall be paid to the Crayon's bank account as advised by Crayon.

Customer may not withhold payment, offset, or make deductions of any kind, including but not limited to returns, credit notes, price adjustments, billing errors, handling fees, fines imposed by Customer or any other claims or charges.

If not agreed otherwise in a quote or a SOW , payments are due within 14 days of the invoice date (hereafter, "**Due Date**") and if the Customer fails to make any payment due under this Agreement by the Due Date, Crayon shall be entitled to charge interest on the overdue amount at 1.5% per month, or the maximum rate allowed by law from the Due Date until the date of payment. The interest charged under this section shall be calculated daily and shall accrue and be compounded monthly. In addition to any interest charged under this section, the Customer shall be responsible for all reasonable costs and expenses incurred by Crayon in connection with the collection of any overdue amounts, including but not limited to reasonable attorneys' fees and collection agency fees. Crayon may assign its right to payments under this Agreement to a factoring company, local representative or collection company. The Parties acknowledge and agree that the interest charged under this section is a reasonable estimate of the damages that Crayon will suffer as a result of late payment and is not a penalty. Crayon may change credit or payment terms for unfilled orders if Customer's financial condition, previous payment record, or relationship with Crayon merits such change.

The fees exclude actual, reasonable travel costs and expenses including airfares, hotels and meals incurred by Crayon in performance of the Services.

All prices or fees stated in a SOW or any other documentation provided to customer are exclusive of any tax VAT or sales tax. Crayon will add VAT to the prices or fees on the invoice at the applicable rate. If the Customer is exempt from paying VAT, it shall provide Crayon with a valid VAT exemption certificate prior to the issuance of any invoices. If Customer is required by law to deduct or withhold any taxes from any amount payable on a cross-border transaction, the amount payable hereunder will be increased so that after making all required deductions and withholdings, Crayon receives an amount equal to the amount it would have received had no such deductions or withholdings been made**.** Each Party shall promptly notify the other Party in writing of any tax, duty, fee, or other charge assessed against it by any governmental authority that may affect the other Party's performance under this Agreement. Each Party shall cooperate with the other Party and provide all necessary information and assistance to enable the other Party to comply with its tax reporting and payment obligations under this Agreement.

Crayon may implement a consumption-based pricing policy, where the price is defined by the licensor and may vary based on the Customer's usage of the services or products. Crayon reserves the right, but not the obligation, to limit the Customer's consumption if abnormalities in consumption are detected. This is to ensure fair usage. The Customer will be notified of any such capping and will have the opportunity to discuss the matter with Crayon. For the avoidance of doubt, Customer shall be liable for any consumption incurred on its account, notwithstanding any or no cap being implemented by Crayon.

If the Customer fails to pay any amount due under this Agreement within 45 days of the Due Date, Crayon may suspend the provision of any or all of the Services or Licenses until the Customer pays the overdue amount in full, together with any interest accrued. Crayon may also suspend, revoke, or limit the use of the products, wholly or partly, for any late payments, no sooner than thirty days after notification from Crayon. Charges will continue to accrue for the products during any suspension. If the Customer does not pay, amounts due will be accrued by Crayon. Crayon reserves the right to pass the cost incurred on any penalties from Licensor to Customer, up to a maximum of 5% of the total amount due and never more than the Licensor would charge Crayon (as per Licensor's own terms). Crayon shall give the Customer at least 10 days' prior written notice of its intention to suspend the Services or Product under this section. The suspension of Services or Licenses under this section shall not relieve the Customer of its obligation to pay for the Services or Products in accordance with this Agreement, nor shall it affect any other rights or remedies that Crayon may have under this Agreement or by law. Crayon shall not be liable for any loss, damage, or inconvenience suffered by the Customer or any third party as a result of the suspension of services or Licenses under this section.

Crayon reserves the right, on giving the Customer 30 days' notice, to increase the fees on an annual basis with effect from each anniversary of the Commencement Date, as specified in the SOW. If the Customer does not agree with this increase, then they may terminate this Agreement upon 30 days written notice and before such price increase takes effect. If Crayon does not receive written notice within thirty (30) days, the Customer is deemed to have agreed to the amendment to the fees. Crayon shall also have the right, by providing at least thirty (30) days' notice, to change its price lists, and add or delete Licensor Standard Products and Services unless prices are agreed for a fixed term in a SOW. Crayon and Customer acknowledge that prices may be subject to currency fluctuations.

Except to the extent expressly stated otherwise in any separate written and executed agreement or document with us, the price payable for the Licensor Standard Products and Services shall be the total price specified in our price list published in Crayon´s self-provisioning portal ("**Cloud-iQ**"). Prices for Licensor Standard Products and Services published by Crayon in Cloud-iQ are exclusive of any good and services, value-added, withholding sales, or any other indirect taxes or similar in the Territory (Fees), Customer agrees to pay the Fees. Crayon shall have the right, by providing at least thirty (30) days' notice, to change its price lists, add or delete Licensor Standard Products and Services (unless price agreed for a fixed term in a SOW). Crayon and Customer acknowledge that prices may be subject to currency fluctuations.

5. Intellectual Property Rights

Except as expressly set forth in the Agreement, no Intellectual Property Rights shall be deemed transferred from one Party to the other, or to any third Party, under this Agreement.

Each Party (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party (the "**Indemnified Party**") from and against all actions, claims, liabilities, demands, proceedings, and costs suffered or incurred by the Indemnified Party arising by reason of:

- (1) Claims that the Indemnifying Party's possession or use of the Indemnified Party's Intellectual Property in connection with the provision of the Services infringes the Intellectual Property Rights of a third party.
- (2) Claims arising from any modifications, alterations, replacements, or combinations by the Indemnifying Party, or any of its affiliates, of any data, code, documents, or other software, which alter the Indemnified Party's Intellectual Property and result in infringement of a third party's Intellectual Property Rights.

This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner, or nature of any settlement, compromise, or determination.

If either Party ("**Indemnifying Party**") is required to indemnify the other Party ("**Indemnified Party**") under this Clause, the Indemnified Party shall:

a. notify the Indemnifying Party in writing of any claim arising from the infringement of Intellectual Property Rights belonging to third parties ("**IPR Claim**") against it in respect of which it wishes to rely on the indemnity;

b. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld,
c. provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
d. not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

If an IPR Claim is brought or in the reasonable opinion of Crayon is likely to be made or brought, Crayon may at its own expense ensure that the Customer is still able to use the deliverables by either:

a. modifying any and all of the provisions of the deliverables without reducing the performance and functionality for any or all of the provision of the deliverables, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to the Customer, such acceptance not to be unreasonably withheld; or
b. procuring a license or permission to use the deliverables on terms which are acceptable to the Customer, such acceptance not to be unreasonably withheld.

Except to the extent that Crayon should reasonably have known or advised the Customer, Crayon shall have no obligation or liability for any IPR Claim to the extent such IPR Claim arises from:

a. any use by or on behalf of the Customer of the combination with any item not supplied or recommended by Crayon where such use of the deliverables directly gives rise to the claim, demand or action; or
b. any modification carried out on behalf of the Customer to any item supplied by Crayon under this Agreement if such modification is not authorised by Crayon in writing where such modification directly gives rise to a claim, demands or action.

No license or right of use for Licensor Standard Products and Services is granted under this Agreement unless explicitly stated in a Program Addendum; any grant of a license or right of use under this Agreement shall be specifically detailed therein. For the avoidance of doubt, if the supplied third-party service is subject to a separate Licensor Agreement, between Licensor and the Customer, any grant of license shall be found therein, and Crayon does not grant any license for such software.

6. Liability

Crayon shall not be liable for any delays or claims that is the result, directly or indirectly, of the failure by the Customer to comply with the reasonable requests of Crayon, or from the breach by the Customer of any provision of the Agreement. Customer shall not be liable for any delays or claims that is the result, directly or indirectly, of the failure by Crayon to comply with the reasonable requests of Customer, or from the breach by Crayon of any provision of the Agreement.

Except as expressly and specifically provided in this Agreement the Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Crayon shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Crayon by the Customer in connection with the Services, or any actions taken by Crayon at the Customer's direction; and all warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.

Neither Party shall be liable to the other Party for any indirect or consequential damages, including lost revenues, lost profits, or lost prospective economic advantage, whether or not foreseeable and whether or not based on contract, damages, statutory or warranty claims or otherwise. Each Party hereby releases and waives any claims against the other Party regarding such damages.

Furthermore, neither Party's liability for damages shall under any circumstances exceed the aggregated fees (excl VAT) invoiced by Crayon under the Agreement during the twelve (12) months period immediately preceding the calendar month in which the cause of the liability arose. Until the first calendar year is ended, the maximum liability shall be calculated as the average fees paid per month during the validity of the Agreement multiplied by twelve (12).

7. Indemnity

To the extent permitted by law, the Indemnifying Party agrees to indemnify the Indemnified Party, its officers, directors, employees, contractors, agents, successors, or assigns and hold them harmless from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, legal fees and court costs arising out of or in connection with: (a) Any breach of laws by the Indemnifying Party; (b) Any breach by the Indemnifying Party of this Agreement; (c) Any negligent act or omission of the Indemnifying Party its employees, contractors, subcontractors, officers, agents ("**Personnel**"); (d) Wilful misconduct or a fraudulent act or omission of the Indemnifying Party or any of its Personnel in relation to this Agreement; or (e) Any liability to a third Party arising because of any act or omission by the Indemnifying Party or its Personnel.

8. Term and Termination

From the date of signing, this Agreement shall be in force indefinitely until terminated by either Party with 90 days' written notice; however, such termination shall only become effective after the expiration of any SOW or other order that is currently in force. Any annual payments for multi-year purchase commitments shall remain due and payable. The termination of this Agreement shall not relieve the Customer of their responsibility to fulfill these future committed payments.

Each SOW shall commence on the Commencement Date and shall remain in full force for the term specified therein unless otherwise agreed by the Parties or earlier terminated in accordance with the term of this Agreement. Thereafter, each SOW shall continue to automatically renew for a subsequent term, unless a Party gives written notice to the other Party, not later than ninety (90) days before the end of the term or the relevant subsequent term, to terminate this Agreement.

If either Party breaches a material term of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice from the non-breaching Party specifying the breach, the non-breaching Party shall have the right to terminate this Agreement upon written notice to the breaching Party. For the purposes of this Agreement, a "**Material Breach**" shall mean any breach of this Agreement that is not minor or trivial and that, if not cured, would materially affect the ability of the non-breaching Party to receive the benefits of this Agreement or may otherwise cause irreparable harm to the non-breaching Party. The rights of the non-breaching Party under this section shall not be exclusive and shall be in addition to any other rights and remedies available at law or in equity.

In addition, Crayon may terminate this Agreement with immediate effect by giving written notice to the Customer if:

i) There is a Change of Control in the Customer;
ii) The Customer becomes insolvent or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, or a receiver is appointed for the Customer, or the Customer becomes subject to any proceeding under any bankruptcy or insolvency law;
iii) The Customer violates any applicable law, rule or regulation, including any breach of data protection laws, which has a material adverse effect on the performance of this Agreement; or
iv) The Customer engages in any fraudulent or illegal activity related to the performance of this Agreement, including but not limited to activities related to processing of personal data.

Termination for any reason by the Customer may be subject to fulfilment of certain obligations towards Crayon or Licensor, and Customer must fulfil any outstanding payment obligations to Crayon before termination takes effect.

9. Remedies
In addition to any other remedies available at law or in equity, Crayon shall have the right to seek specific performance, injunctive relief or other equitable relief to enforce the provisions of this Agreement.

10. Assignment
The Customer shall not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of Crayon. Crayon may assign or transfer this Agreement or any of its rights or obligations hereunder to any third party, provided that Crayon gives the Customer written notice of such assignment or transfer. Any assignment or transfer of this Agreement in violation of this section shall be null and void.

11. Amendments
Crayon is entitled to amend this Agreement in order to reflect any changes and updates imposed on it by Licensor.

12. Subcontracting
Crayon may engage third-party subcontractors in the performance of this Agreement, provided that Crayon remains responsible for the performance of such services in accordance with the terms of this Agreement. The use of subcontractors shall not relieve Crayon of its obligations or liabilities under this Agreement. Crayon shall ensure that any subcontractor engaged to perform services under this Agreement shall be bound by the same terms as those applicable to Crayon under this Agreement.

13. Governing Law and Jurisdiction
This Agreement shall be governed by the substantive laws of the principal place of business of the Crayon Affiliate being the Party to this Agreement, without reference to its choice and conflict of law's provisions. All disputes arising out of or in connection with this Agreement shall be finally settled by the courts of the principal place of business of the Crayon Affiliate being the Party to this Agreement, except that Crayon may, at its own option, bring suit for collection in the country where the Customer is located.

14. Dispute Resolution
In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the dispute through amicable, good faith negotiations within a period of 14 days. If the dispute cannot be resolved through negotiations, the Parties shall escalate the matter internally to their respective senior management for resolution within a period of 14 days. If the dispute remains unresolved after internal escalation, the Parties may submit the dispute to litigation for resolution.

15. Confidentiality and Announcements
The Parties acknowledge and agree that any Confidential Information exchanged between them shall be governed by the terms of any existing non-disclosure agreement ("**NDA**") between the Parties. To the extent that there is no existing NDA between the Parties, or to the extent that the terms of any existing NDA are silent or incomplete with respect to any information exchanged under this Agreement, the Parties agree to be bound by the following terms:

i) Each Party agrees to keep confidential and not disclose to any third Party, except as permitted under this Agreement or as required by law, any Confidential Information received from the other Party.
ii) For the purposes of this Agreement, "**Confidential Information**" shall mean any non-public information that is designated as confidential or that, under the circumstances, would reasonably be understood to be confidential.
iii) The obligations of confidentiality set forth in this Agreement shall survive the termination or expiration of this Agreement for a period of three (3) years, unless otherwise agreed to in writing by the Parties.
iv) The receiving Party may disclose the Confidential Information of the disclosing Party to its employees, consultants, and agents who have a need to know such information and who are bound by written obligations of confidentiality no less restrictive than those set forth in this Agreement.
v) The receiving Party shall be responsible for any breach of this Agreement by its employees, consultants, and agents.

Nothing in this Agreement shall be construed to limit any rights or remedies available to a Party under any existing NDA or any other agreement between the Parties. In the event of any conflict between the terms of this Agreement and any existing NDA, the terms of the existing NDA shall govern with respect to any Confidential Information exchanged thereunder. Neither Party shall issue any public announcements, press releases, or other disclosures relating to this Agreement or the relationship between the Parties without the prior written approval of the other Party, except as required by law. Notwithstanding the foregoing, either Party may disclose the terms of this Agreement to its legal and financial advisors, and in connection with any merger, acquisition, financing, or similar transaction involving the Party or its assets, provided that such advisors are bound by confidentiality obligations no less stringent than those set forth in this Agreement or any NDA between the Parties.

16. Data Protection and Privacy
Personal Data (as defined by privacy laws) received or collected by Crayon as Controller (as defined by privacy laws) in connection with the performance of this Agreement will be processed by Crayon in accordance with Crayon's privacy policy which can be accessed at https://www.crayon.com/about-us/privacy-and-security/. Customer shall comply with applicable privacy and data protection laws where applicable.

17. Information Security
The Customer shall implement and maintain high industry standard administrative, physical, and technical safeguards to protect against unauthorised access to and use of its systems.

18. Force Majeure
If and to the extent that either Party's performance of any of its obligations (other than Customer's payment obligations) pursuant to this Agreement is prevented, hindered or delayed by lightning, labour disputes, fire, amendments to regulations issued by governmental authorities, intervention of authorities, flood, earthquake, elements of nature or, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other cause beyond the reasonable control of such Party ("**Force Majeure Event**"), then the non-performing Party shall be excused from any performance of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature thereof. The nonperforming Party is, however, always obligated to mitigate the effects of the Force Majeure Event. Where performance of a Party's obligations under this Agreement is materially prevented for a period more than three (3) months as a result of a Force Majeure Event, each Party is entitled to terminate this Agreement by a written notice to the other Party to that effect. If, as a result of a Force Majeure Event, the performance by either Party of such Party's obligations under this Agreement is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by the Force Majeure Event.

19. Compliance with Laws
Each Party agrees to conduct its respective business activities under this Agreement in full compliance with all applicable laws. Specifically, each Party will:

i) Comply with all relevant import and export laws and regulations, including but not limited to trade laws such as the U.S. Export Administration Regulations, and adhere to any end-user, end-use, and destination restrictions by the U.S. and other governments, as well as sanctions regulations administered by the U.S. Office of Foreign Assets Control ("**trade laws**"). The Customer shall refrain from taking any action that could cause Crayon to violate trade laws. Crayon reserves the right to reject, suspend, or terminate the Agreement immediately if it reasonably believes that continued performance would violate trade laws or expose it to sanctions or penalties under trade laws.
ii) Adhere to all environmental protection laws and regulations, including those related to the use, import, collection, treatment, recovery, recycling, disposal, and reuse of Product, and pay any associated fees and taxes.

iii) Respect and comply with laws governing the rights to and protection of the other Party's copyrights, trademarks, patents, trade secrets, and other forms of intellectual property.
iv) Comply with laws governing labour practices, human rights, and health and safety.
v) Obtain and maintain any required local government approvals at its own expense.
vi) Provide timely information, assistance, and cooperation as necessary to comply with laws, or to register or report to any governmental agency or certification body that regulates or certifies the use, licensing, or distribution of Products.
vii) Crayon reserves the right to reject any order for legal or regulatory reasons or if it reasonably determines that fulfilling such order would pose additional risks of liability, including alleged violations of anti-corruption laws, or risks of fraud or piracy of Products.

20. Integrity and Business Conduct

Each Party agrees to:

i) Conduct its business activities with utmost integrity;

ii) Comply with anti-corruption laws and other laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, and money laundering;

iii) Ensure that none of its representatives directly or indirectly offer anything of value to any party's employees, candidates for political office, officials or employees of governmental entities, public international organizations, or political parties, to improperly influence any act or decision for the purpose of promoting the business interests of either Party;

iv) Ensure that all communications between the Parties are complete, truthful, accurate, not misleading, and include any required disclosures. Additionally, refrain from retaliating against anyone who has, in good faith, reported a possible violation of these commitments; and

v) If either Party has a good-faith reason to believe that the other Party is in violation of anti-corruption laws in connection with business or sales activity relating to the Agreement, it shall notify the other Party with a general description of the concern and the reason for its belief. The Company may contact Crayon's Integrity and Concerns Team (concerns@crayon.com) with questions or requests for further information or guidance. The Parties will confer in good faith on an appropriate and lawful approach to addressing the concern.

As part of Crayon's Secured Business Ecosystem program, and in accordance with international regulations on supply chain due diligence (including but not limited to the Norwegian Transparency Act), Crayon conducts assessments on all business relationships, both before and during any contractual agreement. This is to ensure compliance with international sanctions and to ensure that our customers adhere to our integrity, compliance, labour and human rights, decent working conditions, environmental, security, and privacy standards.

Crayon will utilize the information previously provided by the Customer in the Due Diligence Questionnaire to determine whether to enter or maintain any contractual relationship with the Customer. It is understood that any refusal to participate or complete this process, as well as the provision of false or misleading information, will entitle Crayon to immediately terminate (without any liability to Crayon) any due diligence process, contract, or agreement with the Customer.

The Customer is required to provide attestation documents and relevant information evidencing compliance at any point before and during the business relationship with Crayon, and upon our request. Failure to provide evidence within a reasonable time shall be considered a material breach of this Agreement.

21. Miscellaneous

Notices. All notices and other communications hereunder being in writing shall be deemed to have been duly given if delivered by registered mail or a courier to the registered office address of the receiving Party, or by e-mail to an e-mail address, provided by the receiving Party. Crayon may inform the Customer about the changes to these terms on Cloud-IQ.

Non-solicitation. During the term of the Agreement and thereafter for a period of 9 months, neither Party may provide the other Party's personnel with any form of employment or other engagement, directly or indirectly. For the purpose of this Section, a Party's personnel shall include its permanent employees, independent contractors, hired consultants and their employees, as well as any individuals who have terminated their employment or involvement with that Party during the last 6 months. In case of breach of this Section, the Party in breach shall pay to the other by way of liquidated damages an amount equal to 50% per cent of the gross annual budgeted fee income (as at the time of the breach or when such person was last in the service of the relevant Party) of the person so employed or engaged. This provision shall be without prejudice to either Party's ability to seek injunctive relief.

Third parties. The Agreement is by and between Crayon, its Affiliates and the Customer and there are no third-party beneficiaries to the Agreement.

Marketing. Customer agrees to allow Crayon to create mutually beneficial marketing communications, which may include a press release, case study and a reference to Customer on Crayon's website, provided that in no event shall either Party use the name, trademarks or other proprietary identifying symbols of the other Party without such Party's prior written consent, which consent shall not be unreasonably withheld or delayed. The use of the Crayon's name, trademarks or other proprietary identifying symbols shall always be in accordance with the applicable brand guidelines as provided by Crayon and amended from time to time.

UN CISG. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods.

No Waiver. No consent or waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party in default shall not constitute a waiver by the first Party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the waiving Party.

Headings. The headings of this Agreement are for convenience only and shall not define, extend, or limit any of the terms or provisions hereof.

Schedule. The Customer shall, without delay, notify Crayon upon learning of circumstances which may necessitate a modification of any time schedule for the performance of and delivery by Crayon.

Survival. Any provision of this Agreement that either expressly or by its nature is intended to survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement to the extent necessary to carry out the intentions of the Parties under this Agreement. The termination or expiration of this Agreement shall not affect any rights or obligations accrued or incurred prior to such termination or expiration, including any payment obligations or any rights or obligations that by their nature are intended to survive termination or expiration of this Agreement.

Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

No agency. Unless otherwise expressly provided, this Agreement does not create an agency, partnership, joint venture, or any other similar relationship between the Parties. Neither Party has any authority to act on behalf of the other Party or to bind the other Party in any way, except as expressly provided in this Agreement.

Chapter 2: Services Terms

This Section shall apply only to Services provided to the Customer.

23. Managed Services

The Customer shall remain responsible for the use of the Managed Services under its control and must ensure that its use does not affect services provided to others using the same infrastructure. If an incident occurs, the Parties shall discuss and agree on appropriate action. The Customer shall not provide the Managed Services to third parties without Crayon's prior written consent. The Customer acknowledges that certain conditions outside of Crayon's control, such as failure of Customer Hardware, software, or operating system, partial or full failure of third-party services, and network connectivity issues, may adversely impact Crayon's ability to perform the Managed Services.

Crayon reserves the right to modify its system, network, system configurations, or routing configuration, provided that this has no adverse effect on Crayon's obligations or performance under the Agreement. If there is any adverse impact on the Customer, Crayon shall notify the Customer of any modifications at least 30 days in advance. Crayon may suspend the Managed Services if necessary to ensure the security of the Services, provided that Crayon gives the Customer at least 24 hours' notice, except in cases of emergency where immediate suspension is required.

Crayon shall use its commercially reasonable endeavours to complete any Deliverables set out under any Statement of Work. Crayon shall commit sufficient resources to the provision of the Services to enable their delivery in accordance with the Agreement and Statement of Work, utilising suitably skilled, qualified, experienced, supervised, and vetted employees, agents, representatives, and authorised sub-contractors who will exercise all reasonable skill and care. Crayon shall notify the Customer promptly if it is unable to comply with any of the terms of this Agreement or any Statement of Work.

Crayon shall observe and ensure that its personnel observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer sites, and which have been communicated to it at least a week prior to the Services commencing, where Crayon is required to be on such Customer sites for the provision of the Services.

Crayon shall cooperate with the Customer in all matters relating to the Services and shall appoint a Representative as the contact throughout the Services.

If Crayon breaches its obligations, it shall, at its expense, use commercially reasonable endeavours to correct any such non-conformance promptly or provide the Customer with an alternative means of accomplishing the desired performance. Crayon shall provide reasonable notice to the Customer of any change in its senior personnel listed on the Statement of Work engaged as part of the Services. Where relevant, Crayon shall replace any senior personnel who are removed with another appropriately skilled person.
Crayon shall be under no obligation to provide the Services to the Customer in the following circumstances (unless specified under the Statement of Work):

i. Providing the Services outside Normal Business Hours unless otherwise agreed between the Parties in writing.
ii. Providing any other services not covered herein.
iii. Training.
iv. Providing the Services to the Customer where such support would have been unnecessary if the Customer had implemented updates and upgrades supplied or offered to the Customer.

24. Responsibilities of Customer

The Customer shall provide access to the Customer site during Normal Business Hours and ensure a suitable work environment to enable Crayon to perform the Services, subject to Crayon complying with the Customer's internal policies and procedures (including those relating to security and health and safety) as notified to Crayon in writing from time to time.
The Customer shall ensure it has suitable licenses in place for any third-party software required for the delivery of Services (which is not issued by Crayon) to allow Crayon and its subcontractors full use in relation to the Services provided.
The Customer shall adhere to the dates scheduled for the provision of Services by Crayon as stated in the applicable Statement of Work or otherwise agreed between the Parties in writing. In the event the Customer wishes to reschedule or cancel the dates for the provision of Services, liquidated damages ("**Liquidated Damages**") will become payable from the Customer to Crayon on the following basis:

1. If dates are changed or cancelled at the Customer's request more than fourteen (14) days before the scheduled start date, no Liquidated Damages are payable.
2. If dates are changed or cancelled between seven (7) days and fourteen (14) days before the scheduled start date, Liquidated Damages equivalent to fifty percent (50%) of the Fees for the Services to be provided at that time will be payable.
3. If dates are changed or cancelled less than seven (7) days before the scheduled start date, Liquidated Damages equivalent to one hundred percent (100%) of the Fees for the Services to be provided at that time will be payable.

The Customer shall cooperate with Crayon in all matters relating to the Services as reasonably requested by Crayon and shall appoint a Customer representative who shall have the authority to commit the Customer on all matters relating to the relevant Service.
The Customer shall allow Crayon or its designated subcontractors and third parties global admin access to the Customer's relevant servers and networking systems for the duration of the Services where applicable.
The Customer shall provide appropriate hardware interface, software, and access authorisation to enable remote diagnosis, should such capability be required.
The Customer shall gather all relevant information prior to requesting assistance in respect of any defects, including detailed defect descriptions and procedures required to replicate a problem if possible.

The Customer shall provide Crayon with at least 7 Business Days' notice in advance of any intention or move to change, when applicable, Customer-side Equipment or Customer's Operating Environment or data-feeds that will directly impact the Services. If such notice has not been received on time, Crayon will have to make additional effort to return the Customer's systems to an acceptable state for continued support and will charge accordingly at its then standard charging rate.

In the event that the Customer is in breach of its obligations under the Agreement, Crayon shall provide written notice of such breach, specifying in detail the nature of the breach and providing thirty (30) Business Days' notice to remedy such breach if capable of remedy. If the Customer fails to remedy such breach, Crayon shall be entitled to terminate or suspend the Services without prejudice to any pre-existing rights and obligations of either Party. Crayon shall have no liability or responsibility should the Services fail to comply with the Statement of Works as a direct result of the Customer (including without limitation any of its employees, subcontractors, or any of its staff) being in breach of the Agreement.

25. Warranties and Service Levels

The Customer warrants that Crayon's use in the provision of the Services or otherwise in connection with this Agreement of any third-party materials shall not cause Crayon to infringe the rights, including any Intellectual Property Rights, of any third party.

Except for any warranties and service levels expressly set forth in this Agreement, the Services are provided on an "as is" basis, and the Customer's use of the Services is at its own risk. Crayon does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage, or trade practice.

In the event that a defect, fault, or impairment in the provision of the Service(s) causes a service interruption and Crayon becomes aware of this, Crayon shall use its commercially reasonable endeavours to resolve that defect, fault, or impairment as more fully set out in the Statement of Work and to the extent it reasonably can.

If Crayon determines in its reasonable opinion that such a defect, fault, or impairment results directly or indirectly from:

i. The negligence, act, omission, or default of the Customer or any user of the Services named to Crayon as a user by the Customer.
ii. The Customer's breach of this Agreement.
iii. The operation, failure, or malfunction of any network, equipment, hardware, or software owned or controlled by the Customer.
iv. Any third-party action in response to an act or omission of the Customer or any person given access to the Service by the Customer (including third-party hosted software vendors).

Crayon may recover from the Customer all reasonable costs incurred by it or on its behalf in connection with the remedy of such defect, fault, or impairment. Therefore, for the avoidance of doubt, Crayon can make no commitment to fix any fault, and time is not of the essence.

Crayon will request approval from the Customer's Representatives before making any significant changes to the Services. Crayon will arrange any Scheduled Downtime in advance with the Customer's Representatives. Crayon is not responsible for Unscheduled Downtime that is due to a Relief Event, and Crayon and its subcontractors may suspend some or all of the Services to carry out scheduled or emergency maintenance or repairs.

Crayon will carry out network management routines to test the operations and functions of the relevant Services from time to time, notifying the Customer in advance.

Crayon reserves the right to take any action that it perceives necessary to protect the Customer's systems, even though this may impact the Customer's business activities. Crayon will make reasonable endeavours to inform the Customer by telephone or email in advance of such action, but such action will not be dependent on such notification having been given or acknowledged.

The Service Level Arrangements are specific to directly provided Services of Crayon and do not relate to third-party services (which will be governed by their own relevant service levels). Crayon shall not in any circumstances be liable under its obligations in this Clause if it can demonstrate that any failure of the Services was caused or contributed to by any Relief Event.

26. Acceptance of Deliverables

The relevant Statement of Work shall specify the deliverables that are to be subject to Acceptance Testing, if any, and provide a framework for the nature of the testing that will be required.

The Customer shall have up to five Business Days, unless otherwise specified in the Statement of Work, from Crayon's delivery of each Deliverable under the relevant Statement of Work (the "**Acceptance Period**") to confirm that such Deliverable conforms to the acceptance criteria as agreed between the Parties (collectively, the "**Acceptance Criteria**"). If the Customer determines that a Deliverable does not conform to the Acceptance Criteria, the Customer shall by the last day of the Acceptance Period provide Crayon with an Issues List of the non-conformities to the Acceptance Criteria.

In the event that the Customer has undertaken the Acceptance Testing within the Acceptance Period and fails to reject any Deliverable within the relevant Acceptance Period, for all purposes under these Conditions, such Deliverable shall be deemed accepted. Once the Deliverable has been accepted by the Customer and payment has been settled, the Deliverable shall become the property of the Customer. For the avoidance of doubt, should any non-conformities be found in earlier stages of the development, Crayon shall address these non-conformities as soon as reasonably practicable. The Customer shall provide Crayon with detailed written notice of any non-conformities within the specified Acceptance Period, enabling Crayon to take appropriate corrective measures promptly.

If there are any non-conformities within any Deliverable, which have been highlighted by the Customer or Crayon during the Acceptance Period and whereby the Deliverable has not been accepted by the Customer for this reason and such non-conformity is a directly attributable act or omission on the part of Crayon, Crayon shall (without prejudice to the Customer's other rights and remedies) carry out all necessary remedial work without additional charge as part of the next Deliverable, which shall accordingly be modified.

If any non-conformity cannot be remedied by Crayon due to an error, defect, or fault which Crayon is able to demonstrate to the reasonable satisfaction of the Customer to be outside Crayon's control and which has disabled Crayon's ability to remedy such non-conformity, then Crayon reserves the right to terminate work on that specific Deliverable. Crayon agrees not to charge the Customer any amounts paid or payable by the Customer to Crayon which specifically relate to the non-conforming Deliverable which cannot be remedied.

Chapter 3: Licensing Terms

This section shall apply when Crayon resells to the Customer, and the Customer acquires Licensor Standard Products and Services.

27. General Licensing Terms

Crayon acts as a reseller and solicits orders for Licensor Standard Products and Services provided by the Licensor or its Affiliates. Unless specifically designated as Crayon Services, Crayon does not perform the Licensor Standard Products and Services that are subject to the terms of the Order.

In acquiring Licensor Standard Products and Services under a Licensor Agreement, the Customer is granted a right to access certain (and in some cases reproduce) with Crayon acting as a reseller. Crayon as the Licensor-appointed reseller shall manage the payment of any fees related to the use of the applicable Licensor Standard Products and Services.

Crayon disclaims any and all liability, to the fullest extent permitted by law, for any issues, defects, or damages arising from or related to the Licensor Standard Products and Services. This includes, but is not limited to, any failure of the Licensor Standard Products and Services to meet Customer's requirements, any errors, or deficiencies therein, and any consequential damages resulting from their use. Liability issues related to the Licensor Standard Products and Services are primarily governed by the specific terms detailed in the Licensor Agreements. These agreements outline the responsibilities and limitations of liability that the Licensor holds regarding the products and services it provides. Consequently, any claims, defects, or issues arising from the use of the Licensor Standard Products and Services should be directed to the Licensor as stipulated in the Licensor Agreements. It is essential for the Customer to thoroughly review and accept these terms to understand the extent of their rights and obligations, including acknowledging that Crayon has no authority to alter these terms, and any liability rests with the Licensor.

Customer acknowledges that Crayon only provides Licenses according to the relevant Licensor Agreement, which may include a limited warranty from Licensor. All of Customer's rights and remedies regarding the Licenses, warranty, liability, and indemnity will be determined by the relevant Licensor Agreement. Customer shall sign or accept a Licensor Agreement before using Licensor's software or services. The Licensor Agreement will state all warranties and representations for the Licenses granted. Crayon does not give any warranties or representations for any Licenses or software.

Crayon is not responsible for any services related to the deployment, configuration and use of Licensor Standard Products and Services for Customer's use, unless otherwise agreed upon by Crayon and Customer under a separate written agreement.

Customer agrees not to resell, distribute, or transfer the Licensor Standard Products and Services provided under this agreement to any third party, except for use by its affiliates. The licenses are intended strictly for the customer's self-consumption or use by its Affiliates, in accordance with the terms outlined in the Quote from Crayon, and the Order Confirmation(s), or a Program Addendum. Any unauthorized resale or distribution of the licenses is strictly prohibited and may result in termination of the agreement.

Customer agrees to:

i. provide Crayon with the relevant information necessary to allow Crayon to provide and supply the Licensor Standard Products and Services;

ii. comply promptly with Crayon's reasonable directions in relation to the provision of the Licensor Standard Products and Services;
iii. comply with all laws and guidelines concerning Crayon's use of the Licensor Standard Products and Services; and
iv. Unless otherwise permitted under these terms, Customer must not use or permit any other person to use any of the Licences or Services for any unauthorized purpose.

The Customer is responsible for the fulfillment at its own cost of any laws, regulations, decisions by authorities, and specifications related to import, sale, marketing, servicing, installation, and use of the products in the territory local regulations.

28. Licensor Terms

Licensor Standard Products and Services resold or redistributed by Crayon are provided by a Licensor under the relevant Licensor Agreement. Crayon does not own the Licensor Standard Products and Services and Customer's use may be subject to certain rights and limitations which Crayon does not have authority to vary, alter, or amend. Customer undertakes to accept the applicable Licensor Agreement. The Licensor Agreement shall also benefit Crayon.

For the avoidance of doubt: Crayon does not provide any warranties regarding, and is not liable for, the functionality, availability, or fitness of the Licensors' products.

The Customer acquires only such limited rights to use the Licensor Standard Products and Services as is explicitly described in the Licensors' Agreement(s). Licensor retains any and all ownership and intellectual rights in and to the Licensor Standard Products and Services not specifically granted to the Customer.

In no event shall Crayon assume any liability for Customer's non-compliance with the applicable Licensor Agreement. Customer indemnifies and holds Crayon harmless against any and all claims arising from Customer's breach of the applicable Licensor Agreement.

Crayon shall have no liability concerning the results of any audit or payment request to Customer from any Licensor on the basis of any Licensor Agreements.

29. Orders

All orders should be conducted via process for orders agreed by the Parties in an SOW or a quote.

If ordering by any other form than the self-provisioning portal, Customer must include an email address for an order confirmation to be sent, as well as all information required for Customer to accept an invoice. It is Customer´s obligation to inform Crayon of any changes to the billing address by a written notice. An address change in public registers only is not sufficient.

Customer is responsible for managing subscriptions and suspending/terminating or requesting the suspension/termination of any cloud services in a timely manner in accordance with any SOW and/or Licensor Agreement. All costs accrued for subscriptions that are not suspended/terminated in a timely manner will fall on the Customer. This also applies to subscriptions that are auto-renewed.

All orders are subject to Crayon's and/or Licensor's acceptance, which will be confirmed through an order confirmation. Any modifications or cancellations to the orders must be made in writing and are subject to Crayon's approval. If modifications or cancellations are requested after the order has been processed, the Customer may incur additional charges. Crayon reserves the right to reject any modifications or cancellations that are not in compliance with Crayon's or Licensor's policies and timelines.

30. Web Services Cap, Deposit

Crayon reserves the right to establish a cap on the total monthly consumption of Licensor Standard Products and Services ("**Cap**") with prior written notice to the Customer. The Customer may request an increase in the Cap, which will be effective upon acceptance by Crayon. Customer is responsible for their consumption of Licensor Standard Products and Services irrespective of any Cap or estimate provided by Crayon. Crayon may provide control mechanisms, such as usage notifications for the Licensor Standard Products and Services, however, it is the Customer's responsibility to follow up on the consumption of cloud services and set up the usage notifications. Crayon will charge for all costs accrued for the consumption of Licensor Standard Products and Services.

31. Licensing and Billing Support

Crayon is Customer's primary contact for day-to-day requests regarding purchased products and services, and their billing. Any other support, if applicable, shall be described in applicable SOW or Program Addendum.

32. Cloud-iQ

Some Licensor Standard Products and Services may be managed on Crayon's customer portal Cloud-iQ. Where applicable, the Customer shall be provided login details at time of onboarding, and subject to accepting the Cloud-iQ terms of use. Any subscriptions active in the portal are considered in use and payable according to the agreed terms.