

TERMS & CONDITIONS FOR THE PURCHASE OF CLEAFY'S SAAS

V3.2

Last modified: 26 Feb. 2024

This agreement ("**Agreement**") is made between Cleafy S.p.A. ("**Cleafy**") and the customer ("**Customer/s**") on the ordering document issued by the Customer and becomes effective on the signature date of the Order Form ("**Effective Date**"). This Agreement includes the following, all of which are deemed incorporated by this reference: all Order Forms, Product Overviews, SOW, and relevant Terms of Service; all attachments and any other terms expressly referenced anywhere in this Agreement, including the Related Agreements. In the event of any conflict or inconsistency between this Agreement and other documents, these conflicts or inconsistencies shall be resolved in accordance with the following order of precedence: (a) any terms in the Order Forms; (b) any terms in this Agreement; (c) any terms in the Related Agreements; (d) any terms in the SOW; (e) any terms in other documents signed by the parties; (f) any terms in the Documentation.

BACKGROUND

- A.** Cleafy has developed certain software applications and provides its Customers with software-as-a-service (SaaS) solutions by way of remote internet access and associated services, as well as an after-sale customer support service;
- B.** the Customer has expressed to Cleafy its intention to use Cleafy's SaaS solutions in its business operations, and Cleafy wishes to provide the Customer with access to such solutions;
- C.** Cleafy and the Customer shall enter into one or more Order Forms specifying the SaaS solutions to be provided by Cleafy under the terms and conditions of this Agreement.

NOW, IT IS AGREED AS FOLLOWS:

DEFINITIONS

"**Affiliate**" means any person or entity directly or indirectly controlling, controlled by, or under common control with a party, where "Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct and/or cause direction of the general management of a legal entity.

"**Ancillary Software**" means software licensed by Cleafy to Customer that is typically deployed on Customer's machines to enable access to and use of the Subscription Service, also during the Evaluation Period, if any. Ancillary Software may include or be provided with code licensed under third-party agreements, including open-source software.

"**Claim**" means any third-party suit, claim, action or demand.

"**Cleafy Cloud Platform**" means the ensemble of Cleafy cloud infrastructures and proprietary software, and services delivered by Cleafy with Subscription Service, also during the Evaluation Period.

"**Cleafy Core Technology**" means: (1) Subscription Service, Ancillary Software, Documentation, POC, Sandbox, Cleafy Threat Intelligence and technology and methodologies (including products, software tools, hardware designs, algorithms, templates, software - in source and object forms -, architecture, class libraries, objects and documentation) created by or for, or licensed to, Cleafy; and (2) updates, upgrades, improvements, configurations, extensions and derivative works of the foregoing and related documentation.

"**Cleafy Threat Intelligence**" means a dedicated component of the cloud service which allows increasing fraud detection capabilities of the Subscription Service and preventing incoming attacks through the investigation and cross-correlation of new and emerging threats by Cleafy's threats hunters, as well as defining new signature, attack patterns and risk tags. Cleafy's Threat Intelligence platform is based on a secure multi-tenant infrastructure on which Cleafy's threat hunters works exclusively on technical and anonymous data, also supported by an artificial intelligence algorithm to analyse high amount of data in a timely manner.

"**Confidential Information**" means: (1) Cleafy Core Technology (which is Cleafy's Confidential Information); (2) Customer Data and Customer Technology (which is Customer's Confidential Information); (3) any of a party's information - in any medium or format - that, due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand it to be confidential, whether disclosed directly or indirectly, before or after the date of the Agreement; (4) this Agreement, the POC agreement, the Related Agreements and any amendment thereof; (5) any information exchanged between the parties during the execution of their obligations under the POC agreement, CSSA and the SLIPMA, included any suggestion, instruction, order or action taken by Cleafy in fulfilling its obligations under such contracts, as well as during the execution of SOW and the provision of Professional Services. Confidential Information excludes any information: (a) that is or becomes generally publicly known without fault or breach by

receiving party; (b) that receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure; or (c) that is independently developed by receiving party without using disclosing party's Confidential Information.

"Customer Data" means both the Customer's electronic data and the personal data owned by the Customer (such as the ones of its end-users) uploaded by or on behalf of the Customer or its agents, employees, or contractors, and processed by Cleafy in the course of the provision of the POC, Subscription Service and/or CSS and/or within the Sandbox, excluding Cleafy Core Technology, as better described in the Data Processing and Security Agreement ("**DPSA**").

"Customer Support Service Agreement or CSSA" means the agreement executed between Cleafy and the Customer, under which Customer has purchased the CSS from Cleafy (**Annex IV**).

"Customer Service Support or CSS" means the service support purchased by the Customer under the Order Form, by which Cleafy helps the Customer to use the Subscription Service in a better way and Cleafy assists the Customer in relation to the online frauds which may arise during the proper use of the Subscription Service. If the Customer has purchased the CSS, the relationship between the parties shall be governed not only by this Agreement but also by the CSSA.

"Customer Technology" means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by or for Customer (but not by or for Cleafy) for use with the Subscription Service, also during the Evaluation Period, excluding Cleafy Core Technology.

"Deliverable" means anything created by Cleafy for Customer in performance of Professional Services other than Newly Created IP.

"Documentation" means the following documentation (in tangible, electronic or other form which may change from time to time), if any, that Cleafy makes available to Customer hereunder: (i) Cleafy's user operating manuals for the Cleafy Cloud Platform, and (ii) Cleafy's specification documents for the Cleafy Cloud Platform.

"Data Processing and Security Agreement or DPSA" means the agreement under art. 28 GDPR which regulates the processing of Customer Data carried out by Cleafy on behalf of the Customer in order to fulfill its obligation under this Agreement and the CSSA (**Annex I**);

"EPS" means the number of events per second that can be processed by the Subscription Service and Sandbox as specified in the Order Form, in this Agreement and in the Related Agreements. An event is defined as any interaction made manually by a user (such as, for example, login, password change, transaction, mobile app navigation, etc.), automatically by the application (such as, for example, HTML pages, network calls, API calls), or via software integrations;

"Evaluation Period" means the period of time during which the Customer is permitted to evaluate and access the Cleafy's SaaS solutions under and according to a POC agreement submitted by Cleafy.

"Identity Proofing" means an additional component of the Subscription Service designed, developed, and owned exclusively by Cleafy which allows the unique identification of a digital identity by collecting and processing its personal data;

"IPR" means all intellectual property or other proprietary rights worldwide, including patents, copyrights and related rights, trademarks, moral rights, trade secrets, knowhow, Confidential Information, and any other intellectual or industrial property, whether registered or unregistered, including registrations, applications, renewals, and extensions of such rights and all other rights of a similar nature or having an equivalent effect anywhere in the world.

"Law" means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction.

"Monitored Online Service (MOS)" means the number of online services monitored by Cleafy through the Subscription Service and Sandbox as well as during the Evaluation Period of a POC. An "online service" refers to a service delivered by the Customer through the Internet, accessible to the Customer's end-users through a web browser, mobile application, or third-party application (such as a single retail banking online service, a single corporate banking online service, a single private banking online service, a single online payment service, a single online lending service, etc.). A single online service can cover one or more digital channels, all of which refer to the same user base for the online service. The user of a single online service can use its account across all the online service digital channels (digital channels include web, mobile, APIs, and open banking);

"Newly Created IP" means IPR in inventions or works of authorship newly created by Cleafy specifically for the Customer under a SOW. No Cleafy Core Technology or anything else not newly created in the course of and for the performance of the applicable Professional Services described in the SOW may be construed to be Newly Created IP.

"Order Form" means an ordering document issued by Customer for the supply of Professional Services and/or Subscription Services and/or CSS on the basis of an offer received from Cleafy.

"Proof of Concept" or "POC" means a time-limited proof-of-value of Cleafy's SaaS service, during which the Customer will evaluate the Cleafy's SaaS solutions solely for its internal evaluation and demonstration purposes. An evaluation agreement submitted by Cleafy ("**POC agreement**") will set forth all terms and conditions for the provision of such a

POC during the Evaluation Period. It is therefore understood that the POC will be governed by: (i) this Agreement, as applicable; (ii) the Related Agreements and (iii) the POC agreement.

“Product Overview” means Cleafy’s published description of its products/services and the functionality of such products/services, solely to the extent attached to or expressly referenced in an Order Form.

“Professional Services” means any consulting, development, or educational services provided by or for Cleafy and regulated by the SOW and TOS.

“Sandbox” means a totally independent and isolated test environment that replicates (at the software level) the production environment without containing any production data and that enables the Customer to perform testing activities without the risk of modifying or compromising the production environment. The Sandbox is able to process a specific number of EPS in relation to one or more Monitored Online Services, within the limits indicated in the SLIPMA.

“Service Description” means the written description for a packaged Professional Service, attached to, or referenced in an Order Form.

“Service Levels, Incident and Problem Management Agreement (SLIPMA)” means the agreement which regulates the SLA that Cleafy undertakes to comply with in the course of provision of the POC and/or Subscription Service, to the Customer and that describes the management process of incidents and problems that the Customer may encounter in the course of the Evaluation Period or using the Subscription Service (**Annex II**).

“Statement of Work (SOW)” means a statement of work that describes scoped Professional Services.

“Sub-processor Addendum” means the document agreed between Cleafy and the Customer, which lists the sub-processors engaged by Cleafy in accordance with art. 28(2) GDPR that can process the Customer Data (**Annex III**).

“Subscription Service” means Cleafy’s SaaS solutions (including i.e., Cleafy SaaS, Cleafy Identity Proofing, Cleafy Threat Intelligence, etc.), purchased by the Customer under the Order Form. The Subscription Service is able to process a specific number of EPS in relation to one or more Monitored Online Services, as indicated in the Order Form.

“Subscription Term” means the period of authorized access to and use of the Subscription Service and Sandbox as set forth in the Order Form. Subscription Term does not include the Evaluation Period or the provision of the CSS to the Customer as the CSS is provided by Cleafy only for the specific period indicated in the CSSA.

“Terms of Service (TOS)” means the terms and conditions under which Cleafy provides the Professional Services to the Customer.

1. BRIEF DESCRIPTION OF THE CLEAFY’S SAAS SOLUTIONS

1.1 DESCRIPTION. By signing this Agreement, the Customer acknowledges to purchase from Cleafy one or more of the following SaaS solutions:

- a) Cleafy’s Subscription Service - online fraud management and prevention solution provided as a software-as-a-service, which also includes the Cleafy Threat Intelligence;
- b) Cleafy’s Sandbox - a test environment that replicates (at the software level) the production environment without containing any production data;
- c) Cleafy’s POC - a time-limited instance to be used by the Customer for the only purpose of evaluating the Cleafy’s SaaS solutions.

2. CLEAFY RESPONSIBILITIES

2.1 PROVISION OF THE SUBSCRIPTION SERVICE; COMPLIANCE WITH LAWS. During the Subscription Term, Cleafy will: (1) make the Subscription Service and Sandbox available to Customer pursuant to this Agreement, the Related Agreements and according to the Order Form; (2) provide support to Customer as described in the SLIPMA and CSSA; (3) provide the Subscription Service and Sandbox in accordance with the Law applicable to Cleafy’s provision of the products and services to its general customer base (i.e., without regard to Customer’s particular use of the Subscription Service or Laws specific to Customer and its industry not otherwise applicable to Cleafy); (4) make available to the Customer one or more Sandbox, as expressly indicated in the Order Form.

2.2 PROVISION OF THE CSS. Cleafy will provide CSS to the Customer in accordance with the CSS purchased by the latter under the Order Form. The provision of CSS to the Customer is regulated both by this Agreement and the CSSA. Articles 5, 6, 7, 8, 9, 11, 13 and 14 of this Agreement shall be deemed to be expressly referred in and applicable to the CSSA.

2.3 PROTECTION OF CUSTOMER DATA. During the Evaluation Period and Subscription Term, Cleafy will maintain a written security program that includes policies, procedures and controls aligned to ISO/IEC 27001, or a substantially equivalent standard, that includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, as also described in the DPSA. The terms of the DPSA shall apply to the processing of Customer Data carried out by Cleafy.

2.4 RELATED AGREEMENTS. The DPSA, SLIPMA, Sub-processors Addendum, CSSA, SOW, TOS as well as any agreement executed between the parties in relation to the POC form an integral and substantial part of this Agreement (hereinafter, the “**Related Agreements**”).

The Related Agreements in force as of the date of the Order Form will apply to the Subscription Service specified on such Order Form.

Cleafy may update from time to time the Agreement and the Related Agreements provided that any such update would be published on Cleafy’s customer portal (<https://support.cleafy.com>), as better described in art. 13 below.

3. ACCESS AND USE RIGHTS; RESTRICTIONS; PROFESSIONAL SERVICES.

3.1 ACCESS AND USE RIGHTS. Cleafy grants the access and use rights in this section 3 to the Cleafy Core Technology described in the applicable Order Form for the entire Subscription Term.

3.1.1 SUBSCRIPTION SERVICE. Without prejudice to the provisions of the DPSA, Cleafy authorizes the Customer to access and use the Subscription Service during the Subscription Term in the applicable Order Form, solely for its internal business purposes in accordance with the Documentation.

3.1.2 ANCILLARY SOFTWARE. Cleafy grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except under Section 11.1), non-exclusive, royalty-free license during the Subscription Term to install and execute Ancillary Software on Customer’s machines, solely to facilitate Customer’s authorized access to and use of the Subscription Service.

3.1.3 SANDBOX. During the Subscription Term, Cleafy authorizes the Customer to access and use the Sandbox solely for its internal business purposes in accordance with the Documentation and, in any case, for the following purposes: (i) to check the compatibility of the Subscription Service with the Customer’s applications; (ii) to carry out security assessments, integration test, new features tests and other tests; (iii) to identify and verify bugs; (iv) to check updates and patches; (v) to perform personnel stage.

Any use of the Sandbox other than as set out in this article is not to be understood as authorized by Cleafy, which is therefore released from any liability in the event of malfunctioning, damages or claims by third parties as a result of unauthorized use of the Sandbox by the Customer.

The Customer has also the right to ask Cleafy for the destruction and recreation of the Sandbox instance max six times a year for each Sandbox. From the seventh time onwards, the Customer will pay Cleafy a separate fee.

During the Sandbox destruction and recreation activities performed by Cleafy, all data and configurations will be permanently deleted. Therefore, it is up to the Customer to carry out the necessary backup of all the configurations and data before requesting the above-mentioned activities.

3.1.4 POC. During the Evaluation Period, and subject to Customer’s continued and full compliance with all of the terms and conditions of the POC agreement, Cleafy grants the Customer a free of charge, non-exclusive, limited, non-transferable, non-sublicensable right to access and use the Cleafy’s SaaS solutions for testing and evaluation purposes only. Without prejudice to any limitation and exclusion of liability and warranty provided below, it is understood that any use of the Cleafy’s SaaS solutions other than as set out in this article is not to be understood as authorized by Cleafy, which is therefore released from any liability in the event of malfunctioning, damages or claims by third parties as a result of unauthorized use of such solutions by the Customer.

At the end of the Evaluation Period, the Customer may either cease to use the Cleafy’s SaaS solutions tested or, otherwise, enter into negotiations with Cleafy to purchase a subscription to such solutions. Nor Cleafy nor the Customer are under obligation to enter into such negotiations after the Evaluation Period.

It remains understood that: (i) any termination of the POC agreement for whatever reason occurred, shall also terminate the Evaluation Period; (ii) during the Evaluation Period the Customer will, in its sole discretion and at any moment, give Cleafy notice whether it desires to enter into an agreement with Cleafy for the continued use of the Cleafy’s SaaS solutions and (iii) Cleafy may terminate the Evaluation Period at any time, for any reason or for no reason without penalty and without incurring liability to the Customer.

3.2 AFFILIATE ACCESS AND USE.

3.2.1. ACCESS BY CUSTOMER’S AFFILIATES. Customer may, at its option, provide access and use rights to the Subscription Service and Sandbox to one or more Customer’s Affiliates, subject to this Agreement (“**Affiliate User**”). If Customer does so: (1) it will be jointly liable with its Affiliates Users for any non-compliance by any such Affiliates’ Users with the terms of this Agreement as well as for all acts and omissions of such Affiliate Users as though they were its own acts or omissions under this Agreement and (2) it grants that its Affiliates Users comply with the terms of this Agreement. No Customer’s Affiliate will have the right to take any legal action against Cleafy under this Agreement or any Order. Customer shall maintain a written and up to date list of current Affiliate Users and provide such list to Cleafy within 5 (five) business days from the latter’s written request.

3.3 RESTRICTIONS. With respect to the Cleafy Core Technology, the Customer will not (and will not permit others to): (1) use it not in compliance with the present Agreement, the Order Form, the Related Agreements or in a manner that circumvents use limits or technological access control measures; (2) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time-share, or otherwise make any of it available for access by third-parties, except as may be

otherwise expressly stated herein or in an Order Form; (3) access it for purposes of developing or operating products or services for itself or third-parties in competition with Cleafy Core Technology; (4) disassemble, reverse engineer, or decompile it; (5) copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in this Agreement; (6) remove or modify a copyright or other proprietary rights notice in it; (7) use it in violation of Law (including the Laws applicable to the collection and processing of Customer Data as better indicated in the DPSA); (8) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other IPR (including the rights of publicity) without first obtaining the owner's permission; (9) use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation, also by means of software and/or IT platforms or infrastructures of third-parties; or (10) access or disable any Cleafy or third-party data, software, or network (other than Customer's instance of the Subscription Service). Customer will notify Cleafy at legal@cleafy.com 30 (thirty) days before it engages in any of the foregoing that it believes it may be entitled to and provide reasonably requested information to allow Cleafy to assess Customer's claim. Cleafy may, in its sole and exclusive discretion, provide alternatives that reduce adverse impacts on Cleafy's IPR or other rights.

3.4 PROVISION OF PROFESSIONAL SERVICES. Customer and Cleafy may enter into one or more SOWs or Order Forms subject to this Agreement for the provision of Professional Services.

4. ORDERING.

4.1 PAYMENT. Fees and charges for Subscription Service, Sandbox and Professional Services are calculated and billed as described in the Order Form. Fees and charges for CSS are calculated and billed as described in the Order Form and in CSSA. Late payments will accrue interest at a rate of 1.5% per month or the legal maximum rate, whichever is lower. The Customer will cure a delinquency in payment of any amounts owed under this Agreement within 30 (thirty) days from the date of Cleafy's delinquency notice. If Customer fails to timely cure such delinquency, or regain compliance under Section 4.2, Cleafy may - without liability to the Customer - suspend Customer's use of the Subscription Service and Sandbox, the provision of the CSS and the support under the SLIPMA while the invoices concerned remain unpaid or terminate this Agreement for breach without any prior notice, in addition to any other available rights and remedies. All terms of this Section 4.1 apply unless expressly stated otherwise in the applicable Order Form, SOW, Service Description, SLIPMA or CSSA.

If the Customer is uncertain with respect to the reliability of the data and information relating to the bank account or regarding the e-mail address of Cleafy and/or needs clarification in this regard, it must contact Cleafy by phone in order to obtain all appropriate clarifications. It is understood that the Customer is solely responsible for verifying the accuracy of its payment, which must be made to the bank account communicated by Cleafy, and therefore will not be able to allege any justification for payment erroneously made to parties other than Cleafy (not even in any cases of phishing, computer scams, man in the middle, etc.).

4.2 USE VERIFICATION. Cleafy may remotely review the scope of Customer's or any of the Affiliate Users' use of the Subscription Service and Sandbox, and on Cleafy's written request, Customer will provide reasonable assistance to verify Customer's and Affiliate User's compliance with this Agreement and DPSA and CSSA, with respect to access to and use of the Subscription Service, Sandbox and CSS. If Cleafy determines that Customer or the Affiliate User has exceeded its permitted access and use rights to the Subscription Service and/or Sandbox - including the number of EPS - Cleafy will notify Customer and Affiliate User that, within 30 days, has the possibility to either: (1) reduce the consumption in order to regain compliance; or (2) purchase additional subscriptions commensurate with Customer's or the Affiliate User's actual use.

4.3 TAXES. All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("**VAT**"), goods and services taxes ("**GST**"), excise, business, service, and similar transactional taxes imposed by any jurisdiction, and the interest and penalties on any and all of these (collectively, "**Taxes**"). Customer is solely liable for and will pay all Taxes associated with its purchase of, payment for, access to, or use of, the ordered Subscription Service, Sandbox and CSS. For the avoidance of doubt, Taxes will not be deducted from payments to Cleafy, except as required by Law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Cleafy receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. When applicable, Customer will provide to Cleafy its VAT or GST identification number(s) on the Order Form. Customer will use the ordered Subscription Service and Sandbox for Customer's business use in accordance with the provided VAT or GST identification number(s) of its business establishment(s).

5. INTELLECTUAL PROPERTY.

5.1 CLEAFY OWNERSHIP. As between the parties, Cleafy and its licensors exclusively own all right, title, and interest in and to all IPR in the Cleafy Core Technology, notwithstanding anything in this Agreement and/or in any Order Form purportedly to the contrary. Except for the rights and licenses expressly granted in Section 3, Cleafy, on behalf of itself

and its licensors, reserves all rights in the Cleafy Core Technology and Ancillary Software and does not grant or give Customer any rights whatsoever. Any Cleafy Core Technology delivered to Customer or to which Customer is given access has been licensed, not sold, even if, for convenience, Cleafy uses words such as “sale” or “purchase” in Order Forms or other documents.

5.2 CUSTOMER OWNERSHIP. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. Customer grants to Cleafy a royalty-free, non-exclusive, non-transferrable (except under Section 11.1), worldwide, right to use Customer Data and Customer Technology solely to provide and support the Subscription Service, Sandbox and the Professional Services, as better described in the DPSA.

5.3 FEEDBACKS. If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the POC, Subscription Service, Sandbox and/or CSS and/or support under the SLIPMA or Professional Services (collectively, “**Feedbacks**”), Customer grants to Cleafy a royalty-free, sub-licensable, transferable (notwithstanding Section 11.1), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedbacks (including by incorporation of such Feedbacks into Cleafy Core Technology) without restriction. Any products and/or services developed by Cleafy’s on the basis of such Feedbacks shall be exclusively Cleafy’s property and the Customer hereby declares that it has nothing to claim from Cleafy in connection with such products and/or services, neither economically nor any IPR.

5.4 PROFESSIONAL SERVICES. Subject to this Section 5.4, Cleafy assigns (and in the future is deemed to have assigned) to Customer any Newly Created IP upon Customer’s payment in full under the SOW that specifies creation of the Newly Created IP. If any Cleafy Core Technology is incorporated in a Deliverable, Cleafy grants Customer a non-exclusive, royalty-free, non-transferable (except under Section 11.1), non-sublicensable worldwide license to use such Cleafy Core Technology, solely in connection with and exclusively for the purpose of use of the Subscription Service under this Agreement during the applicable Subscription Term. Nothing in this Agreement may be construed to limit Cleafy’s right to perform also by means of its employees, suppliers, or third-parties the same or similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

6. WARRANTIES.

6.1 CLEAFY WARRANTIES. Cleafy warrants that: (1) during the Subscription Term, the Subscription Service and the Sandbox will materially conform to the Product Overview; and (2) Professional Services will be performed in a competent and workmanlike manner, in accordance with accepted industry standards and practices and all material requirements in the applicable SOW or Service Description; and (3) the POC will be provided in accordance with the POC agreement submitted by Cleafy. The Customer acknowledges that Cleafy may from time to time carry out routine and emergency maintenance of the Subscription Services and the Sandbox. The Customer may be unable to access the Subscription Services and the Sandbox during any period in which routine or emergency maintenance is being carried out.

6.1.1 During the Subscription Term, Cleafy shall not be held liable for any damage, malfunction, injury, tort, or other costs incurred by the Customer when the damage, malfunction, or further costs arise, even indirectly, from the Customer’s inexperience, incompetence, negligence and/or carelessness about the use of the Subscription Service and the Sandbox and from the use of the Subscription Service and the Sandbox which is not in compliance with the Documentation and the instructions given by Cleafy. It is further agreed that, during the Evaluation Period, and to the maximum extent permitted by the applicable law, Cleafy shall have no liability to the Customer for any direct or indirect damages in respect of the POC and that Cleafy gives no warranty of any kind with respect to the POC, provided that all kind of warranties are excluded to the fullest extent allowed by law.

In addition, in no event shall Cleafy be liable to the Customer for any malfunction and/or unavailability, even if only temporary, of the Subscription Service, the Sandbox and of any Cleafy’s SaaS solution during the Evaluation Period (e.g., due to the implementation of software updates, etc.) and/or for damages or prejudices of any kind suffered by the Customer, also due to the failure by Cleafy to provide CSS and support under the SLIPMA and/or the Professional Services: (i) caused by actions, omissions or conduct attributable solely to third parties or in an event of force majeure (such as earthquake, floods, power outages, etc.) as better defined below; (ii) in the event of problems related to internet connectivity; (iii) in case of detection of computer viruses, hacking activities, abusive access of third parties to the data, cloud infrastructure and/or computer systems of Cleafy and/or the Customer from which damage, loss of data and/or lack of possibility to use the Subscription Service and Sandbox may result. In those cases, any possible refund to the Customer is expressly excluded in relation to the Subscription Service and/or Sandbox and/or CSS and/or Professional Services not used.

6.1.2 The Customer remains solely responsible for defining a technical fall-back strategy in order to guarantee that any possible failure, malfunctioning and/or unavailability of the Subscription Service would not lead to the disruption of the payment services of the Customer.

6.2 REMEDIES.

6.2.1 SUBSCRIPTION SERVICE. Without prejudice to the art. 6.1, if any non-conformity to the Product Overview (excluding any non-conformity caused by the Customer's breach of this Agreement, use of the Subscription Service or Sandbox or of any Cleafy's SaaS solution during the Evaluation Period contrary to Cleafy's instructions and Documentation, a modification or alteration to the Subscription Service or Sandbox or to any Cleafy's SaaS solution during the Evaluation Period made by Customer or a third-party acting at Customer's direction or any party other than Cleafy), persists without relief more than 30 (thirty) days after Customer's written notice of the non-conformity, then Customer may terminate the affected Subscription Service / Sandbox / POC agreement immediately on written notice of termination, and as Customer's exclusive remedy, Cleafy will refund to Customer any prepaid subscription fees covering the remainder of the applicable Subscription Term for the non-conforming Subscription Service / Sandbox after the date of termination. Any Cleafy additional obligations - including the ones for damages - are excluded.

6.2.2 PROFESSIONAL SERVICES. If within 30 (thirty) days after the performance of any non-conforming Professional Services, Customer notifies Cleafy of a breach then, Cleafy at its option will, as Customer's exclusive remedy either use commercially reasonable efforts to re-perform the Professional Services in conformance with the material requirements of the applicable SOW or Service Description or terminate the affected Professional Services and refund to Customer any amounts paid for the non-conforming Professional Services. Any Cleafy additional obligations - including the ones for damages - are excluded.

6.3 DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 6, TO THE MAXIMUM EXTENT ALLOWED BY LAW, CLEAFY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE). WITHOUT LIMITING THE ABOVE, CLEAFY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE AND SANDBOX AND CSS AND SUPPORT UNDER THE SLIPMA: (1) WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS; (2) WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR; OR (3) IS DESIGNED FOR ANY PURPOSE REQUIRING FAIL-SAFE PERFORMANCE FOR WHICH FAILURE COULD RESULT IN DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE.

7. CONFIDENTIAL INFORMATION.

7.1 RIGHTS AND OBLIGATIONS. The recipient of Confidential Information will: (1) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care; and (2) not use it except to the extent necessary to exercise rights or fulfil obligations under this Agreement. Each party will limit disclosure of the other's Confidential Information to those of its and its Affiliates' employees and contractors with a need to know such Confidential Information to exercise rights and obligations under this Agreement, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those provided for by this Agreement. Each party's obligations under this Section 7 will remain in effect during, and for 3 (three) years after termination of, this Agreement. Receiving party will, at disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at disclosing party's option, certify destruction of the same. Provisions for return of Customer Data are in DPSA.

7.2 THIRD PARTY REQUESTS. This Agreement will not prevent receiving party from disclosing the other party's Confidential Information to a court or governmental body or different authority (including the data protection ones) pursuant to a valid court order, Law, subpoena, or regulation, but only if receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) reasonably assists disclosing party, at disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed.

8. INDEMNIFICATION.

8.1 BY CLEAFY.

8.1.1. OBLIGATION. During the Subscription Term and subject to this Section 8, Cleafy will: (1) defend Customer and Customer's Affiliates entitled to use the Subscription Services, and its and their officers, directors, and employees against any Claim to the extent alleging any: (a) Cleafy Core Technology used in accordance with this Agreement and/or with the Related Agreements and the Documentation infringes any IPR of any unaffiliated third party ("**IPR Claim**"); or (b) Cleafy personnel when onsite at Customer's premises caused death, bodily harm, or damage to tangible personal property due to their gross negligence or willful misconduct; and (2) pay any settlement amount or court-ordered damages award under the forgoing clauses (1)(a) or (1)(b) to the extent arising from such Claim. Cleafy's liability in relation to an IPR Claim is subject to the limitation set out in Sections 9.

8.1.2. MITIGATION. In connection with any IPR Claim, Cleafy may: (1) contest the Claim; (2) obtain claimant's permission for Customer's continued use of the applicable Subscription Service or Cleafy Core Technology; (3) replace Customer's access to or use of the applicable Subscription Service or Cleafy Core Technology with substantially similar functionality that avoids the Claim; or (4) if Cleafy determines the foregoing clauses (1), (2), and (3) are commercially impracticable,

terminate Customer's access to and use of the affected Subscription Service on 60(sixty)-days' prior notice and refund any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service remaining after the effective date of termination.

8.1.3. LIMITATIONS. Notwithstanding the above, Cleafy has no obligation or liability for any Claim under Section 8.1.1(1)(a) to the extent arising from: (1) use of Cleafy Core Technology under a POC agreement; (2) use of any Cleafy Core Technology not expressly authorized under this Agreement; (3) Customer Data or Customer Technology; or (4) use of Cleafy Core Technology: (a) in violation of Law; (b) after termination under Section 8.1.2(4); or (4) modification to the Cleafy Core Technology to Customer's specifications or by anyone other than Cleafy or its contractors, or if combined with anything not provided by Cleafy.

8.2 BY CUSTOMER. Customer will: (1) defend Cleafy and Cleafy's Affiliates, and its and their officers, directors, and employees against any Claim to the extent alleging that Customer Data, Customer Technology, or a modification to any Cleafy Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer (other than one made by or for Cleafy and only if the Claim would have been avoided by use of the unmodified Cleafy Core Technology), infringes any IPR, or violates any third-party privacy rights; (2) defend Cleafy and Cleafy's Affiliates, and its and their officers, directors, and employees against any Claim that may be raised as a consequence of a damage suffered by the Customer or a third party due to the failure or incorrect implementation of the instructions provided by Cleafy in the course of the provision of the CSS and/or support under the SLIPMA to the Customer and (3) pay any settlement amount or court-ordered damages award, under the foregoing clauses (1) and (2) to the extent arising from such Claim.

8.3 PROCESS. Each party's duty to indemnify under Section 8.1 or 8.2, as applicable, is subject to indemnified party: (1) notifying indemnifying party promptly of any actual or threatened Claim, (2) giving indemnifying party sole control of the defense of such Claim and of any related settlement negotiations, and (3) cooperating and, at indemnifying party's reasonable request and expense, assisting in such defense. Neither party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior, written consent. The Indemnifying party will not publicize any settlement without the indemnified party's prior, written consent. TO THE EXTENT THE PARTIES PERFORM AS REQUIRED, THIS SECTION 8 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD-PARTY CLAIMS AND THIRD-PARTY ACTIONS.

9. LIMITATION OF LIABILITY

9.1 LIMITED LIABILITY. WITHOUT PREJUDICE TO THE EXCLUSIONS OF LIABILITY UNDER ARTICLE 3.1.4 RELATED TO THE POC, AND TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE PRODUCTS AND SUBSCRIPTION AND PROFESSIONAL SERVICES AND SANDBOX AND CSS AND SUPPORT UNDER SLIPMA PROVIDED UNDER IT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR USE OF THE PRODUCTS OR PROVISION OF THE ABOVE-MENTIONED SERVICES GIVING RISE TO THE CLAIM DURING THE 12-MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

9.2 EXCLUDED DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER CLEAFY NOR CUSTOMER WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (DIRECT OR INDIRECT), FOR LOSS OF USE OR DATA, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), FUTURE PROFITS, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, TERMINATION OF EMPLOYEES OR EMPLOYEES SALARIES, OVERHEAD OR FACILITIES INCURRED OR ACQUIRED BASED ON BUSINESS DERIVED UNDER THIS AGREEMENT) OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE.

9.3 APPLICABILITY. THE LIMITS IN SECTION 9.1 AND EXCLUSIONS IN SECTION 9.2 DO NOT APPLY TO: (1) OBLIGATIONS TO PAY FOR PRODUCTS, SUBSCRIPTION AND/OR PROFESSIONAL SERVICES AND/OR SANDBOX AND/OR CSS OR TAXES; OR (2) AN ACTION IN TORT, SEPARATE AND DISTINCT FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT, FOR THE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. TERM AND TERMINATION

10.1 GENERALLY. This Agreement begins on the Effective Date and continues until the expiry date indicated in the Order Form. This Agreement will not be automatically renewed, but the Customer has the right to renew it by notifying Cleafy in writing no later than 60 (sixty) days before the expiry date. Any renewal notice received by Cleafy after the aforementioned deadline shall not constitute a renewal of this Agreement. After receiving the renewal notice from the Customer, Cleafy reserves the right to confirm the renewal or to terminate this Agreement.

10.2 TERMINATION. Without prejudice to article 3.1.4 with respect to the termination rights related to the POC, each party may terminate this Agreement in its entirety: (1) immediately on notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that

is not dismissed within 60 (sixty) days of its commencement or an assignment for the benefit of creditors; or (2) immediately on notice if the other party materially breaches this Agreement and does not cure such breach within 30 (thirty) days after the other party's receipt of notice of the breach. Either party may terminate an Order Form or SOW or DPSA on notice if the other party materially breaches this Agreement or the applicable Order Form or SOW or DPSA for the affected service and does not cure the breach within 30 (thirty) days after receiving notice of the breach. Professional Services and CSS are separately ordered from the Subscription Service. A party's breach of its Professional Services obligations will not by itself constitute a breach by that party of its Subscription Service obligations, even if the services are enumerated in the same Order Form.

10.3 SUBSCRIPTION SERVICE. On termination of an Order Form or expiration of a Subscription Term, Customer will stop accessing and using, and Cleafy will stop providing, the Subscription Service and the Sandbox and all related rights granted to Customer in this Agreement terminate immediately, automatically, and without notice. Within 30 (thirty) days after the effective date of Cleafy's termination for Customer's breach, Customer will pay all remaining amounts, if any, payable under this Agreement for the Subscription Term applicable to the terminated Order Form, regardless of the due dates in the Order Form. It is in any case without prejudice to Cleafy's right to seek compensation for any damages suffered.

10.4 CSSA. Without prejudice to art. 10.1. above, the duration of the CSSA is expressly set forth by art. 5 of such a contract and it depends on the specific kind of support purchased by the Customer.

10.5 With the exception of the specific cases provided for in this Agreement, the Customer shall not have the right to terminate this Agreement before the expiry date indicated in the Order Form. Therefore, the Customer undertakes to pay in full the fees specified in the Order Form for the entire duration of the Agreement and acknowledges that all payments of invoices issued by Cleafy to the Customer are not refundable.

10.6 SURVIVAL. Sections 3.3 (Restrictions), 4.3 (Taxes), 5 (Intellectual Property), 6 (Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 7 (Confidential Information) through 9 (Limitation of Liability), 10 (Term and Termination) (solely in accordance with its terms), and 11 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

10.7 PROFESSIONAL SERVICE. The duration of the provision of Professional Services is indicated in each SOW.

11. GENERAL PROVISIONS.

11.1 ASSIGNMENT. Neither party may assign or novate its rights or obligations under this Agreement and under the Related Agreements by operation of law or otherwise (collectively, "**Assign**"), without the other's prior written consent. Notwithstanding the foregoing, on notice and without consent: (a) either party may in connection with a merger, reorganization, or sale of all or substantially all of such party's assets or equity, assign this Agreement and the Related Agreements in its entirety to such party's successor; and (b) Cleafy may assign this Agreement in its entirety and the Related Agreements to any Cleafy Affiliate. Any attempted or purported assignment in violation of this Section 11.1 is null and void. Subject to the foregoing, this Agreement and the Related Agreements bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

11.2 EXPORT. The Subscription Service is subject to international laws, restrictions, and regulations that may govern the import, export, and use of the Subscription Service ("**Export Laws**"). Customer agrees to comply with Export Laws that apply to Customer's use of the Subscription Service. Without limiting the foregoing, Customer agrees it will not: (1) export, re-export, transfer, or otherwise use the Subscription Service in any country subject to an embargo or other sanctions by the U.S. (currently including Cuba, Iran, North Korea, Sudan, Syria, and Crimea Region of Ukraine); (2) export, re-export, or transfer, either directly or indirectly, to a person or entity barred by the applicable Export Laws from participating in export activities; and (3) use the Subscription Service for any purpose prohibited by Export Laws, including the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems.

11.3 NOTICE. Except as otherwise provided in this Agreement, all notices will be in writing and deemed given on: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); (c) the third business day after mailing; or (d) the first business day after sending by email with confirmation of receipt, except that email will not be sufficient for notices regarding any legal claim or alleged breach. Notices will be sent as set forth on the last page of this Agreement or as subsequently updated in writing.

11.4 FORCE MAJEURE. Except for payment obligations, neither party will be liable to the other if performance is prohibited or delayed by acts outside of the other party's reasonable control, including: strikes, lock-outs, or other industrial disputes, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of Cleafy's local network; fire, flood, natural disaster, extreme adverse weather, epidemics, pandemics and governmental and local measures or other acts of God (each a "**Force Majeure Event**"). Cleafy will use reasonable efforts to mitigate the effects of Force Majeure Events.

11.5 WAIVER; AMENDMENT. Failure by a party to enforce any part of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving party are effective.

11.6 SEVERABILITY. If any term of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced by a valid and enforceable term matching the intent of the original language as closely as possible. Such holding will not affect the remaining terms.

11.7 RELATIONSHIP. The parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, expressed or implied, in the other's name or on its behalf. No third-party is a third-party beneficiary of, or liable under, this Agreement.

11.8 LAW. This Agreement and the Related Agreements and any dispute or controversy arising out of or relating to this Agreement and the Related Agreements shall be governed by and construed in accordance with the Laws of Italy, without regard to its conflict of laws principles. The parties to this agreement irrevocably consent to exclusive jurisdiction of Italy, Milan courts, to adjudicate any dispute arising out or relating to this Agreement and the Related Agreements. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods as well as the rules of private international law shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief.

11.9 CONSTRUCTION. Cleafy may provide Subscription Service, Sandbox, Professional Services, CSS and the support under the SLIPMA only in the English language, unless otherwise agreed in writing. The parties have expressly requested that this Agreement and all related documents be drafted in English. Section headings are for convenience only and are not to be used in interpreting this Agreement. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

11.10 ENTIRETY; EXECUTION. This Agreement: (1) is the parties' entire contract regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject; (2) excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing; and (3) may be executed in counterparts and by electronic means to accurately send images (e.g., email or electronic signature service), and neither party will contest its validity solely because of such execution. Customer has not relied on any statement, promise, or representation not expressly included in this Agreement, including related to any possible future functionality that Cleafy may provide or offer.

11.11 MARKETING. Licensee agrees that licensor may refer to licensee by trade name and logo, and may briefly describe licensee's business, in licensor's marketing materials and web site. Licensor and licensee may, upon the parties' mutual agreement, issue a joint press release to announce the relationship of the parties hereunder.

11.12 NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right hereunder.

11.13 COUNTERPARTS. This Agreement or any associated Order Form may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. Facsimile signatures or signatures delivered via PDF (Portable Document Format) shall hold the same force and effect as an original signature for purposes of binding the Parties to these Terms and Conditions. Customer's checking of a box indicating that Licensee agrees to these Terms and Conditions shall also constitute full and complete assent hereto.

12. PRE-GA OFFERING

12.1 PRE-GA OFFERING TERMS. Cleafy may make available to selected Customers a pre-general availability Cleafy Cloud version and/or features, services, or software identified as "Early Access," "Alpha," "Beta," "Preview," "Experimental," or a similar designation in related documentation or materials (collectively, "**Pre-GA Offerings**"). While Pre-GA Offerings are not Subscription or Professional Services or Software, Customer's use of Pre-GA Offerings is subject to the terms of the Agreement applicable to the Subscription and the Professional Services (or Software, if applicable), as amended by this Section 12.

12.2 PRE-GA OFFERING FEEDBACKS AND SUGGESTIONS. Customer may provide feedback and suggestions about the Pre-GA Offerings to Cleafy, and Cleafy and its Affiliates may use any feedback or suggestions provided without restriction and without obligation to Customer.

12.3 PRE-GA OFFERING WARRANTIES. PRE-GA OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Pre-GA Offerings (a) may be changed, suspended or discontinued at any time without prior notice to Customer and (b) are not covered by any SLA or Cleafy indemnity. Except as otherwise expressly indicated in a written notice or the documentation for a given Pre-GA Offering, (i) Pre-GA Offerings may not be covered by the SLIPMA and (ii) the Data Processing and Security Agreement (DPSA) applies also to Pre-GA Offerings

with the specific limitations indicated in the DPSA (see for example art. 5.3 - Disaster Recovery of the DPSA). With respect to Pre-GA Offerings, to the maximum extent permitted by applicable law, neither Cleafy nor its suppliers will be liable for any amounts in excess of the lesser of (A) the limitation on the amount of liability stated in the Agreement or (B) \$25,000. Nothing in the preceding sentence will affect the remaining terms of the Agreement relating to liability (including any specific exclusions from any limitation of liability). Customer's access to and use of any Pre-GA Offering is subject to any applicable Scope of Use. Either party may terminate Customer's use of a Pre-GA Offering at any time with written notice to the other party. Certain Pre-GA Offerings may be subject to additional terms stated below.

12.4 PRE-GA AND CSS. The provision of CSS in relation to pre-GA is regulated by CSSA.

13. MODIFICATIONS.

13.1 TO THE AGREEMENT AND THE RELATED AGREEMENTS. Cleafy may make changes to this Agreement, the Related Agreements, and any linked documents from time to time. Any change will become effective 30 (thirty) days after they are posted on Cleafy's customer portal support.cleafy.com and Cleafy's public website (www.cleafy.com/saas-terms-of-service). If Customer does not agree to the revised Agreement and/or Related Agreements, Customer may stop using the services purchased under the Order Form. Customer's continued use of the services after such changes will constitute Customer's implicit consent to such changes.

Any change made by Cleafy will be commercially reasonable, will not result in a degradation of the overall security of the services, will not expand the scope of or remove any restrictions on Cleafy's processing of Customer Personal Data and will not otherwise have a material adverse impact on Customer's rights under the Related Agreements. However, if such kind of changes needs to be made, Cleafy shall notify the Customer specifically via e-mail.

13.2 DISCONTINUATION OF SERVICES. Cleafy will notify Customer at least 12 (twelve) months before discontinuing any service mentioned in art. 13.1 (or associated material functionality) unless Cleafy replaces such discontinued service or functionality with a materially similar service or functionality. Further, Cleafy will notify Customer at least 12 (twelve) months before significantly modifying a Customer-facing Cleafy API in a backwards-incompatible manner. Nothing in this Section 13.2 (Discontinuation of Services) limits Cleafy's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This Section 13.2 (Discontinuation of Services) does not apply to pre-general availability Services, offerings, or functionality.

14. NEGOTIATIONS

14.1 The parties recognize and mutually agree that the content of any section of this Agreement, including the Related Agreements and any attachments thereof, has been the subject of specific negotiations and was fully agreed between the parties, therefore the obligation to execute any specific clauses is expressly excluded. Moreover, the parties recognize that this Agreement and the Related Agreements shall prevail over any other contract and/or agreement drafted and submitted by the Customer to Cleafy and eventually signed by the parties.