

These Findest IGOR<sup>AI</sup> Software as a Service ("SaaS") Terms and Conditions ("Terms and Conditions") are related to the IGOR<sup>AI</sup> SaaS subscription between Findest, a Dutch corporation having a principal place of business in the Netherlands ("Findest") and the subscribed client (the "Client"). Client's IGOR<sup>AI</sup> software subscription (subject to the payment of the Subscription fee and the provisions for termination set out in this Agreement) shall be deemed Client's agreement to these Terms and Conditions. This Agreement is effective as of the Effective Date.

## 1. DEFINITIONS

1. "Users" means individuals who are authorised by Client to use the Subscription Service, for whom a subscription to the Subscription Service has been procured.
2. "Effective Date" means the date an applicable Order Confirmation Form is signed by the Client or the Subscription Start Date, whichever is earlier.
3. "Personal Data" means any information relating to an identified or identifiable individual, where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;
4. "Confidential Information" means any information that is not public knowledge such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, customers, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations. Findest Confidential Information includes Intellectual Property owned by Findest (or our licensors), including the Findest Software. Client's Confidential Information includes the Data. Confidential Information shall not include, and shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Recipient; (c) were rightfully known to the Recipient prior to its receipt thereof from the Discloser; (d) are or were disclosed by the Discloser generally without restriction on disclosure; (e) the Recipient lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (f) are independently developed by the Recipient as shown by documents and other competent evidence in the Recipient's possession.
5. "Data" means all data, content, and information (including personal information) owned, held, used or created by Client or on Client's behalf that is stored using, or inputted into the products and services.
6. "Products and Services" means the Subscription Services to IGOR<sup>AI</sup>.
7. "Professional Services" means Enablement Services, Education Services and/ or Research Services provided by Findest in connection with the Subscription Service, as may be described more fully in an Order Confirmation Form, quotation (as applicable).
8. "Force Majeure" means that if the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or

restricted by reasons beyond the reasonable control of a party including but not limited to computer related attacks, hacking, or acts of terrorism (a "Force Majeure Event"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction.

9. "Subscription Fee" means the fee which covers the provision of the Services during SaaS Term. Additional end user licenses can be purchased and added as and when required to expand the number of end users connected to a Service.
10. "SaaS Term" means the period during which the Services and access to the Software will be provided by Findest to Client.
11. "IGOR^AI" means Findest Software as a Service (SaaS) offering that is based on Findest's proprietary software and provisioned as a service by Findest. It can be used to support various different use cases in the area of Technology Scouting, Research, Development, Engineering and Innovation. Depending on the use case, the Client can access IGOR^AI using a web browser.
12. "User Documentation" means Findest user documentation relating to IGOR^AI.

## 2. APPLICATION OF TERMS

1. These General Terms and Conditions are applicable to any provision of Products and Services to the Client by Findest unless the nature of the Contract dictates otherwise.

## 3. CHANGES

2. Findest may change these Terms at any time by notifying the Client of the change by email or by posting a notice on the Website. Unless stated otherwise, any change takes effect from the date set out in the notice. Client is responsible for ensuring that the Client is familiar with the latest Terms. By continuing to access and use the Products and Services from the date on which the Terms are changed, Client agrees to be bound by the changed Terms.
3. These Terms were last updated on June 10<sup>th</sup>, 2020.

## 4. PRICE AND PAYMENT

1. All fees are exclusive of turnover tax and other government levies, if any.
2. The Client is required to pay the fee charged without any deduction, discount or debt settlement no later than 30 days after the invoice date. Payments, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer to a bank account designated by Findest. Objections to the amounts charged do not exempt the Client from its obligation to pay.
3. If the Client fails to pay within the period referred to in 3.2 above, it is in default by operation of law after having been reminded by Findest at least once that payment is due within a reasonable period. In that case, the Client is liable to pay statutory interest on the credit balance with effect from the date on which the payment became due until the date of payment. In addition, all collection

costs incurred after the Client's default, both judicial and extrajudicial, are for the Client's account.

4. If Findest believes that the Client's financial position and/or payment performance justifies such action, Findest has the right to demand that the Client immediately furnish security or additional security in a form to be determined by Findest and/or make an advance payment. If the Client fails to furnish the desired security, Findest has the right, without prejudice to its other rights, to immediately suspend the further execution of the Products and Services, and that which the Client owes to Findest for whatever reason will become immediately due and payable.
5. Findest may increase the Fees by giving at least 30 days' notice. If the Client does not wish to pay the increased Fees, The Client may terminate these Terms and the right to access and use the Products and Services on no less than 30 days' notice, provided the notice is received by Findest before the effective date of the Fee increase. If Client does not terminate these Terms and the right to access and use the Products and Services in accordance with this clause, Client is deemed to have accepted the increased Fees.

## **5. FINDEST'S OBLIGATIONS**

1. Findest shall make the Products and Services available to Client pursuant to this Agreement and grants to the Client a limited, non-sublicensable, non-exclusive, non-transferable right during the Term to allow its Users to access and use the Products and Services in accordance with the terms of this Agreement, solely for Customer's business purposes.
2. Findest shall use reasonable efforts to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion that the Products and Services may be unavailable to permit maintenance or other development activity to take place, or in an event that is beyond the reasonable control of a party ("Force Majeure"). Findest will publish on the Website and/or notify Clients and Users by email with details of any unavailability.
3. Findest shall:
  - a. Maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Products and Services, Data, and Personal Data;
  - b. Protect the confidentiality of the Data and Personal Data; and
  - c. Access and use Data and Personal Data solely to perform its obligations in accordance with the terms of this Agreement

## **6. CLIENTS OBLIGATIONS**

1. Client and Users may:
  - a. use the Products and Services in accordance with these Terms for:
    - i. Client's own internal business purposes.
    - ii. Lawfull purposes.
  - b. Not resell or make available the Products and Services to any third party, or otherwise commercially exploit the Products and Services.
2. When accessing the Products and Services, Client and Users shall:

- a. ensure that an Authorised User's log-in credentials for the Products and Services are not shared with any third party, including any of Customer's other employees, officers, consultants, authorised contractors with which Customer does business or where applicable employees, officers, consultants, or authorised contractors of a Customer Affiliate.
  - b. not modify, disassemble, reverse engineer, copy or create derivative works based on the Products and Services, or any portion thereof;
  - c. not access the Service for the purpose of building a competitive product or service or copying its features or user interface;
  - d. not impersonate another person or misrepresent authorisation to act on behalf of others or Findest;
  - e. correctly identify the sender of all electronic transmissions;
  - f. not attempt to undermine the security or integrity of the Underlying Systems;
  - g. not use, or misuse, the Products and Services in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Products and Services;
  - h. not attempt to view, access or copy any material or data other than:
    - i. that which Client is authorised to access; and
    - ii. to the extent necessary for Client to use the Service in accordance with these Terms; and
  - i. neither use the Products and Services in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading.
3. Without limiting clause 6.2, no individual other than an authorised User may access or use the Products and Services. Client may authorise any member of the personnel to be an authorised User, in which case Client must provide Findest with the User's name and other information that Findest reasonably requires in relation to the User. Client shall procure each authorised User's compliance with clauses 6.1 and 6.2 and any other reasonable condition notified by Findest to Client.
  4. Client is responsible for procuring all licences, authorisations and consents required for Client and users to use the Products and Services, including to use, store and input Data into, and process and distribute Data through, the Products and Services.
  5. Any use of the Products and Services in breach of this Agreement, by Client or User that in Findest's judgment threatens the security, integrity or availability of the Products and Services, may result in immediate suspension of the Products and Services.

## **7. CONFIDENTIALITY**

1. Each party shall, unless it has the prior written consent of the other party:
  - a. keep confidential at all times the Confidential Information of the other party;
  - b. effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and

- c. disclose the other party's Confidential Information to its personnel or professional advisors on a need to know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 7.1a and 7.1b.
2. The obligation of confidentiality in clause 7.1 does not apply to any disclosure or use of Confidential Information:
  - a. for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;
  - b. required by law (including under the rules of any stock exchange);
  - c. which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
  - d. which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality.
3. In the case of the Client, all search queries and search terms provided by the Client and its Users in their use of the Products and Services shall be deemed Confidential Information of the Client.

## **8. DATA**

1. Client acknowledges that:
  - a. Findest may require access to the Data to exercise our rights and perform our obligations under these Terms; and
  - b. to the extent that this is necessary but subject to clause 7, Findest may authorise a member or members of our personnel to access the Data for this purpose.
2. Client arranges all consents and approvals that are necessary for Findest to access the Data as described in clause 8.1.
3. Clients acknowledges and agrees that:
  - a. Findest may:
    - i. use Data and information about the Client and Users use of the Products and Services to generate anonymised and aggregated statistical and analytical data ("Analytical Data"); and
    - ii. use Analytical Data for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and
  - b. our rights under clause 8.3a above will survive termination of expiry of the Agreement; and
  - c. title to, and all Intellectual Property Rights in, Analytical Data is and remains our property.
4. Findest shall have a royalty-free, worldwide, transferable, sub-licenseable, irrevocable, perpetual license to use or incorporate into the Products and Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or Users relating to the features, functionality or operation of the Products and Services, and/or the Professional Services ("Feedback"). Findest shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

## 9. WARRANTIES

1. Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms.
2. Findest warrants that during the Term, the Products and Services shall perform materially in accordance with the applicable Documentation.
3. If during the Warranty Period IGOR<sup>AI</sup> fails to comply with the Warranties set forth above, Findest's entire liability and Client's exclusive remedy will be either;
  - a. repair or replacement of IGOR<sup>AI</sup>, or if in Findest's opinion such repair or replacement is not possible, then
  - b. termination of the SaaS Term and a refund of the Subscription Fees paid for the SaaS. This limited warranty is void if failure of the SaaS has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the User Documentation or Findest training.
4. Findest makes no warranty regarding any non-Findest application with which the products and services may interoperate.

## 10. LIABILITY

1. The maximum aggregate liability of Findest under or in connection with these Terms or relating to the products and services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year, exceed the total amount paid by customer and its affiliates hereunder for the Products and Services.
2. Neither party is liable to the other under or in connection with these Terms or the Service for any:
  - a. loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
  - b. consequential, indirect, incidental or special damage or loss of any kind.
  - c. Clause 10.2 does not apply to limit Client liability:
    - i. Paying the subscription Fee;
    - ii. under the indemnity in clause 11.1; or
    - iii. a breach of clause 7.
3. Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel.

## 11. INDEMNIFICATION

1. Client indemnifies Findest against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

## 12 TERM, TERMINATION AND SUSPENSION

1. Unless terminated under this clause 12, these Terms and Client's right to access and use the Service:
  - a. starts on the Effective Date; and
  - b. continues until a party gives at least 30 days' notice that these Terms and Client access to and use of the Service will terminate on the expiry of that notice.
2. Subject to clause 4.5, if the subscription option Client has selected includes a minimum initial term, the earliest date for termination under clause 12.1 will be the expiry of that initial term.
3. Either party may, by notice to the other party, immediately terminate these Terms and the right to access and use the Products and Services if the other party:
  - a. breaches any material provision of these Terms and the breach is not:
    - i. remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or
    - ii. capable of being remedied; or
    - iii. becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.
4. Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.
5. On termination of these Terms, Client must pay all Fees for the provision of the Service prior to that termination.
6. No compensation is payable by Findest to Client as a result of termination of these Terms for whatever reason, and Client will not be entitled to a refund of any Fees that Client have already paid.
7. Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination of these Terms but subject to clause 12.9, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.
8. At any time prior to one month after the date of termination, Client may request:
  - a. a copy of any Data stored using the Service, provided that Client pays Findest reasonable costs of providing that copy. On receipt of that request, Findest must provide a copy of the Data in a common electronic form. Findest does not warrant that the format of the Data will be compatible with any software; and
  - b. deletion of the Data stored using the Products and Services, in which case Findest must use reasonable efforts to promptly delete that Data.

To avoid doubt, Findest is not required to comply with clause 12.8a to the extent that Client has previously requested deletion of the Data.

9. Without limiting any other right or remedy available to Findest, Findest may restrict or suspend Client and User access to and use of the Products and Services and/or delete, edit or remove the relevant Data if Findest considers that Client or any other User have:
  - a. undermined, or attempted to undermine, the security or integrity of the Service or any Underlying Systems;
  - b. used, or attempted to use, the Service:
    - i. for improper purposes; or
    - ii. in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Products and Services;

## **13 GENERAL**

1. Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure.
2. For Findest to waive a right under these Terms, that waiver must be in writing and signed by Findest.
3. Findest may use the Client's name and logo and refer to the Client as a user of its Products and Services for its advertising and marketing activities. unless stated otherwise.
4. These Terms, and any dispute relating to these Terms or the Products and Services, are governed by and must be interpreted in accordance with the laws of the Netherlands. Each party submits to the non-exclusive jurisdiction of the Courts of the Netherlands in relation to any dispute connected with these Terms or the Service.
5. Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 7, 10, 11, 12.4 to 12.8 and 13.4, continue in force.
6. If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on the Client.
7. Client may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, that consent not to be unreasonably withheld. Client remain liable for Client's obligations under these Terms despite any approved assignment, subcontracting or transfer.