



Master Subscription Agreement

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Acceptance of Agreement

By creating an account for Cleeng SaaS or by signing an Order Form referencing this Agreement, you agree to be bound by the terms contained herein and all terms, policies, and guidelines incorporated in this Agreement by reference.

The "**Effective Date**" of this Agreement shall be the earlier of (a) the date of creating an account for Cleeng SaaS or (b) the effective date of the first Order Form between you and Cleeng referencing this Agreement.

You must be eighteen (18) years or older to access and use the Subscription Services. If you are accessing or using the Subscription Services for an organization, you are agreeing to this Agreement on behalf of that organization and confirm that you have the authority to bind that organization to this Agreement. If you do not have such authority, or if you do not agree with these terms, you must not accept this Agreement and should not access or use the Subscription Services.

1. DEFINITIONS

The following terms in this Agreement shall have the meanings attributed to them below:

"Agreement" means this Master Subscription Agreement, as well as any respective Order Form, Service Level Agreement ("SLA"), and Statement of Work ("SoW"), including any subsequent annexes, appendices and/or amendments thereto. If the Services include the Merchant Product, then Merchant Schedule applies in addition to the previously listed documents.

"Affiliate" means an entity affiliated with either Cleeng or the Customer that (a) is directly or indirectly controlled by the contracting party; (b) directly or indirectly controls the contracting party; or (c) is under common control with the contracting party, where 'control' refers to ownership of more than 50% of voting shares.

"Authenticated User" means a User intending to be a subscriber or a pay-per-view buyer who does not have valid entitlement to access the Customer Content in a given month.

"B2B Support" means comprehensive assistance provided by Cleeng to the Customer and its Users, aimed at ensuring effective use of the Services and addressing any Issues that may arise, being an integral part of the Services, as described in detail in Service Level Agreement.

"Cleeng"/"we"/"us" means Cleeng contracting party as specified in the Order Form and, as relevant, all its Affiliates engaged in provision of Services and assisting in the performance of the Agreement.

"Cleeng SaaS" means the online environment, APIs and front-end components made available to the Customer by Cleeng within the scope specified under the Agreement, in which the Customer can provide instructions and information, manage settings, access and review reports in the visual dashboard. Cleeng SaaS consist of Products and they can include Third-Party Services contracted by Cleeng.

"Customer"/"You" means a beneficiary of Cleeng's services, being a contracting party as specified in the Order Form.

"Customers Content" means Digital Content distributed by the Customer or on the Customer's behalf to Managed Users.

“Customers Data” means all electronic data or information submitted by the Customer or Users to Cleeng SaaS. Customers Data shall not include any component of Cleeng SaaS or material provided by or on behalf of Cleeng.

“Digital Content” means data produced and supplied in digital form, including video content, audiobooks, audio files, e-books, games and/or apps, supplied electronically, delivered over the Internet or electronic network, in intangible form, like streaming or downloading, the nature of which renders their supply essentially automated and involving minimal human intervention.

“Documentation” means the standard documentation, as updated from time to time by Cleeng, in electronic format, available on our [website](#), describing and provided together with Cleeng SaaS (excluding Third-Party Services). The Documentation is released in English language version only.

“End Date” means the date being the last day of providing the Subscription Services under the Agreement.

“Fee(s)” means a fee for provision of the Subscription Services due for a given settlement period of the Subscription Term, specified in an applicable Order Form, the other relevant document, in the Documentation or on the pricing website, which shall be paid by the Customer to Cleeng according to the conditions specified by the Agreement.

“Index” means the Harmonised Index of Consumer Prices (HICP) for Subscription Services, currently published by the European Central Bank at <https://data.ecb.europa.eu/main-figures/inflation>.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Managed User” means a User being a subscriber or a buyer who has a valid entitlement to access the Customer Content in a given month, regardless of the offer type (a web/mobile application, live/svod), payment gateway (Cleeng Merchant, or external), or discount (including access to free trials of an otherwise paid offer);

“Minimum Commitment” means a minimum number of Managed Users or transactions on which the base Fees are calculated, being a minimum obligation that the Customer agrees to pay for over the Subscription Term. Minimum Commitment is specified in an applicable Order Form.

“Order Form” means an (electronic) document executed between the Customer and Cleeng or between the Customer and a Reseller Partner, specifying commercial terms of the Subscription Services ordered by or for the Customer.

“Production Environment” means the technical environment in which the Customer uses Cleeng SaaS for day-to-day business operations.

“Product” means a component of Cleeng SaaS being a product & service package as further specified in an Order Form and in the Documentation, provided by Cleeng to its Customers.

“Professional Services” mean consultancy services provided by Cleeng during the term of Agreement, associated with the implementation of the Cleeng.

“Reseller Partner” means an authorized reseller of the Products.

“Restricted Jurisdiction” means those countries or territories targeted by country-wide or territory-wide Sanction Laws that extensively and comprehensively restrict activities with the target country or territory and its government, and include, but are not limited to, China, Cuba, Iran, North Korea, Russia, Syria, the Crimea region of Ukraine, the so-called Donetsk

People's Republic and Luhansk People's Republic regions of Ukraine, Venezuela, or any other country or region embargoed or sanctioned during the Subscription Term.

"Restricted Person" means persons, entities or other parties that are (a) located, domiciled, resident or incorporated in any Restricted Jurisdiction; (b) specifically designated or listed under Sanction Laws; or (c) owned or controlled by, or acting on behalf of, persons, entities or other parties specified in (a) or (b).

"Sanctions Authority" means: (a) the United States; (b) the United Nations Security Council; (c) the European Union; (d) European Union member states; (e) the United Kingdom; or (f) the respective governmental institutions of any of the foregoing including, without limitation, OFAC, the U.S. Department of Commerce, the U.S. Department of State, any other agency of the U.S. government, and Her Majesty's Treasury.

"Sanction Laws" means economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered, or enforced from time to time by any Sanctions Authority.

"Sandbox"/"Test Environment" means the technical environment in which the Customer uses Cleeng SaaS for test, validation and training purposes only.

"Start Date" means the date of signing an initial Order Form by both parties, the date of creating an account for Cleeng SaaS or another date, if specified in an Order Form.

"Subscription Services" means Cleeng SaaS, including updates, B2B Support and other add-on services (if any), purchased by the Customer in the scope set out in an applicable Order Form(s).

"Subscription Term" means a term commencing on the Start Date and ending on the End Date, during which the Subscription Services are delivered and the Agreement is in effect.

"Third-Party Services" means online, web-based applications and other software products as well as services that are provided by third parties.

"Users" means all persons authorized by the Customer to use Cleeng SaaS, who have been given user identifications by the Customer or by Cleeng at the Customer's request. Each User must have a unique email address and username and is required to generate a password for the account, and is responsible for the security and confidentiality of the information accessed in Cleeng SaaS.

2. PROVISION OF SUBSCRIPTION SERVICES

2.1. Subscription Services

- a. Cleeng shall make the Subscription Services available to the Customer pursuant to this Agreement during the Subscription Term.
- b. Within the Subscription Services, the Customer is entitled to access Cleeng SaaS, receive updates of Cleeng SaaS and Cleeng's standard B2B Support (as further specified in the SLA), subject to the payment of applicable Fees.
- c. Cleeng at all times uses commercially reasonable efforts to provide the Subscription Services in accordance with the highest industry standards.

2.2. Cleeng SaaS

- a. To benefit from the Subscription Services, subject to the Customer's compliance with the terms of this Agreement, including timely payment of the applicable Fees, Cleeng hereby grants the Customer a non-exclusive, non-transferable and non-sublicensable right to access

and use Cleeng SaaS, including the Documentation, and other software (if any) provided by Cleeng within the scope of Subscription Services, for the Customer's business purposes.

b. To access Cleeng SaaS the Customer's Users will be furnished with usernames and they will be required to generate passwords. The Customer shall safeguard the confidentiality of the usernames and passwords required for access to Cleeng SaaS and take other commercially reasonable steps to ensure that no person or entity shall have unauthorized access to or use of Cleeng SaaS. Multiple logins under a single username by different Users are prohibited.

c. Cleeng may make changes or updates to Cleeng SaaS during the Subscription Term, including to reflect changes in technology, security standards, industry practices, patterns of system use, or availability of Third-Party Services. Changes to Cleeng SaaS will not result in a material reduction in the level of performance, security or availability of Cleeng SaaS provided to the Customer for the then current Subscription Term.

d. The Customer acknowledges that any recommendations, suggestions, or guidance provided through Cleeng SaaS are for informational purposes only, and that Customer is solely responsible for all decisions based thereon. Cleeng shall not be liable for any reliance placed upon such recommendations or suggestions, subject always to the limitations of liability in Section 10 (Limitation of Liability).

2.3. API Interface

a. The Customer is required to adhere to the current specifications and usage practices of the Subscription Services as described in the API documentation available at <https://developers.cleeng.com/>. Cleeng reserves the right to adjust the performance of the Subscription Services or terminate the Agreement (Termination for Cause) if the Customer does not comply with these specifications. However, the Customer will have a 30-day period to address and cure any alleged non-compliance following written notice of the claim.

b. Cleeng retains the right to adjust the service performance or terminate the Agreement (Termination for Cause) if the Customer fails to provide the necessary data.

c. Cleeng may periodically revise the specifications and/or data requirements for using the API, providing the Customer with reasonable written notice.

2.4. Professional Services

a. Cleeng will, if ordered by the Customer, provide standard scope of Professional Services related to the onboarding and integration of Cleeng's Services. The scope of these services is specified in Cleeng Standard Statement of Work which can be found at:

<https://publisher.support.cleeng.com/hc/en-us/articles/4821389348380-Cleeng-Standard-Statement-of-Work>. Such consultancy services will be provided at a reasonable level of skill, care and experience, and may be subject to fees.

b. Any additional Professional Services shall be provided only if agreed upon in writing.

2.5. Reseller Relationship

a. The Customer may enter into an Order Form with a Reseller Partner for the purchase of Products and associated Subscription Services governed by this Agreement. Where the Customer purchases Products through a Reseller Partner, the Reseller Partner and the Customer will enter into a separate agreement, which sets out the commercial terms for the Products ordered by the Customer. This includes the fees payable by the Customer to the

Reseller Partner for the Products, the term of the agreement and any other applicable terms and conditions.

b. Provided that a separate order form has been signed with the Reseller Partner and payment of Fees has been received from the Reseller Partner, Cleeng will provide the Customer with the Products under the applicable order form in accordance with the terms and conditions of this Master Subscription Agreement.

c. The Customer acknowledges that Cleeng will not be responsible for the Reseller Partner's obligations to the Customer under the separate agreement, nor for the Reseller Partner's acts or omissions, or for any third-party products or services furnished to the Customer by the Reseller Partner. Sections 5 (Fees and Payment) and 12 (Subscription Term and Termination), including subsections 12.1, 12.2, 12.3 and 12.4, will not apply where the Customer purchases Products through a Reseller Partner, as fees, payment terms and the term of the applicable agreement will be addressed in the agreement between the Reseller Partner and the Customer.

d. If applicable, providing the Reseller Partner with any refunds, service credits or other payments alleviates any responsibility by Cleeng to ensure the applicable payment returns to the Customer.

e. The terms of this Master Subscription Agreement contain all the terms and conditions regarding its subject matter and supersede any agreement between the Reseller Partner and the Customer, even if such agreement purports to modify or supersede the terms of this Master Subscription Agreement

3. RESPONSIBILITIES OF THE PARTIES

3.1. Cleeng's Responsibilities

a. Cleeng shall:

(i) provide the Subscription Services in accordance with the terms of this Agreement, including, in accordance with the Documentation and the SLA;

(ii) provide Subscription and Professional Services in a professional manner, with reasonable skill and care;

(iii) provide B2B Support to the Customer within the scope specified in the SLA at no additional charge;

(iv) provide Subscription Services based on the settings presented by the Customer in Cleeng SaaS;

(v) make the reports regarding purchase of the Customers Content by Managed Users available via Cleeng SaaS;

(vi) provide Subscription Services only in accordance with applicable laws and government regulations applicable to Cleeng's provision of Subscription Services and Professional Services to its customers generally (i.e. regardless of the Customer's particular use of Subscription Services or Professional Services) and subject to the Customer's use of Subscription Services in accordance with the Agreement and the Documentation.

b. Moreover, the management of User purchases includes authentication and the verification of entitlement. Consequently, prior to the release of the Customer Content to an individual Managed User, Cleeng shall: (i) confirm the Managed User's authorization to access Customer Content and (ii) verify the Managed User's entitlement to access the requested Customer Content.

3.2. Customer's Responsibilities

- a. In order for the Subscription Services to function as intended, Cleeng is dependent on cooperation with the Customer and the provision by Customer of all information that is reasonably required. The Customer warrants that all information provided is correct and up to date and that the Customer shall promptly update provided information or provide additional information if so reasonably required for Cleeng to provision the Subscription Services.
- b. The Customer shall:
 - (i) be responsible for its and the Users' compliance with this Agreement and the Documentation,
 - (ii) be solely responsible for the accuracy, quality, integrity and legality of the Customer Data, the means means by which the Customer acquired the Customer Data, the Customer's use of the Customer Data with Cleeng SaaS;
 - (iii) use commercially reasonable efforts to prevent unauthorized access or use of Subscription Services and promptly notify Cleeng of any such incidents.
 - (iv) use the Subscription Services only in accordance with this Agreement, Documentation and applicable laws and government regulations.
- c. The Customer is solely responsible for any change to the Customer Content conditions, including, price, availability or membership benefits.

4. THIRD-PARTY SERVICES

4.1. Third-Party Services engaged by Cleeng

- a. Cleeng shall be entitled to engage sub-contractors and sub-suppliers in delivering the Subscription Services and to disclose to them Customers Data, to the extent it is necessary to provide the Subscription Services under the Agreement. Cleeng will ensure that its sub-contractors and sub-suppliers sign confidentiality agreements that are equally stringent as those outlined in this Agreement.
- b. The Customer acknowledges that Cleeng may allow such providers of Third-Party Services to access the Customer Data as required for the interoperation of such Third-Party Service with the Subscription Services.
- c. Cleeng shall be responsible for the acts and omissions of the providers of Third-Party Services engaged directly by Cleeng to the same extent that Cleeng would be responsible if Cleeng was performing the services of each such provider directly under the terms of this Agreement.

4.2. Third-Party Services engaged by the Customer

- a. Any acquisition or engagement done by the Customer involving Third-Party Services engaged by the Customer, and any exchange of data between the Customer and that third-party provider, is solely between the Customer and the applicable third-party provider. The Customer's access to and use of such Third-Party Services shall be governed solely by the terms and conditions of such Third-Party Services. Cleeng does not whatsoever warrant or support 'Third-Party Services' engaged by the Customer. Cleeng assumes no liability for any issues arising from Customer's engagement with third-party providers.
- b. The Customer's use of any Third-Party Services engaged by the Customer is at the Customer's own risk. If the Customer enables Third-Party Services for the use with the

Subscription Services, Cleeng shall not be responsible for any disclosure, modification or deletion of Customers Data resulting therefrom. Cleeng does not endorse, and makes no representation, warranty or commitment, and shall have no liability or obligation whatsoever in relation to the Customer's use of any such Third-Party Services. Any contract entered into and any transaction completed via any such Third-Party Services is between the Customer and the relevant third party, and not Cleeng.

5. FEES AND PAYMENT

5.1. Fees

- a. Cleeng will provide the Subscription Services and the Professional Services to the Customer at the pricing and for the Fees. Fees may be based on a Minimum Commitment and can be subject to overages, depending on the actual use of the Subscription Services.
- b. Fees may be adjusted under the following circumstances: (i) the number of Managed Users or transactions changes; (ii) an agreed upon Minimum Commitment is exceeded; (iii) the Customer activates additional Products/elements of the Subscription Services; (iv) Cleeng identifies that the Subscription Services are used in excess of the other limitations specified in the Agreement; (v) the number of Authenticated Users is higher than 20 times the number of Managed Users; (vi) the parties mutually change the Fees.
- c. The Customer can increase the Minimum Commitment at any time and it should be agreed in writing. The Minimum Commitment can be decreased only at the end of the Subscription Term, by providing Cleeng with sixty (60) days prior written notice.
- d. Discounts, if applicable under a given Order Form, are valid for the term of that Order Form only. Upon renewal, the discounts automatically expire and Cleeng's standard, non-discounted Fees shall apply unless agreed otherwise by both parties in writing.
- e. The Customer shall pay all Fees specified in this Agreement in due time. The Customer's payment obligations shall be made without any suspension or setoffs and Fees paid are non-refundable.

5.2. Invoicing and Payment

- a. Unless the Order Form specifies otherwise, Cleeng will invoice the Fees for Minimum Commitment for the Subscription Services annually in advance, with payment due at the start of each billing period. Based on the records available in Cleeng SaaS, Cleeng automatically determines the number of Managed Users and Transactions. Fees for the use of the Subscription Services exceeding the Minimum Commitment ("**Overage Fees**") will be invoiced monthly in arrears unless specified differently on the Order Form. If overage tiers are defined in an Order Form, the Overage Fees will be calculated based on those tiers. If overage tiers are not defined in an Order Form, the Overage Fees will be calculated based on the Unit Fees as defined in an Order Form.
- b. All invoiced charges are payable within 30 days of the invoice date, except if otherwise specified in the Order Form.
- c. In the event of late payment, Cleeng reserves the right to deduct amounts payable by the Customer directly from amounts owed to the Customer or apply interest penalties (Euribor + 2 percent per month) for late payments.
- d. All invoices will be delivered electronically via email using the notification addresses stated in an Order Form, if requested and indicated by the Customer, or via the Cleeng dashboard.

Any changes in the invoicing contact details should be immediately notified by e-mail to the other party of the Agreement.

e. In the event the Customer instructs Cleeng to invoice another entity from the Customer's group for the services provided under this Agreement, Cleeng will address invoices to an entity indicated by the Customer. However, in any case the Customer will remain fully responsible for timely payments under the Agreement.

5.3. Indexation

Cleeng shall be entitled to adjust all Fees upwards annually, on the anniversary of the Start Date, on the basis of the inflation rate for the last available 12-month period, expressed in the Index.

5.4. Taxes

Cleeng's Fees, as outlined in the Order Form or any part of the Agreement, do not include taxes, such as value-added, sales, use, or withholding taxes, unless explicitly stated otherwise. The Customer shall bear responsibility for all taxes related to their payment obligations under this Agreement and for the correct and timely payment of all direct taxes applicable to the distribution and publication of the Customer Content. Should applicable law mandate the Customer to deduct any Taxes from payments to Cleeng, the payment amount will be increased to ensure Cleeng receives the net sum equivalent to the original Fee. Cleeng is solely responsible for taxes assessed against its own income, property, and employees. Each party is solely responsible for its own federal, provincial, and state unemployment insurance, as well as any similar taxes and assessments.

5.5. Purchase Orders (or similar)

a. In case a purchase order or any other similar document is required by the Customer in order for an invoice to be paid, the Customer is obliged to timely issue such purchase order, provide such purchase order and its number to finance@cleeng.com, and/or take any other action required under its internal company procedures to ensure that the invoices issued by Cleeng hereunder are paid by due dates specified in Section 5.2 of this Master Subscription Agreement. Such purchase order (or similar) will in no event cause payment due date to be extended.

b. In the event a purchase order (or similar) is not issued by the Customer on time, Cleeng remains entitled to invoice the Customer for the due amounts under this Agreement and charge interest as from the payment due date.

c. Purchase orders or other similar documents, issued by the Customer, will in no event supersede, modify, supplement the terms and conditions of Agreement or become part of Agreement. Any such document will not become binding on Cleeng and will have no legal effect.

6. PROPRIETARY RIGHTS

6.1. Cleeng's Rights

a. Subject to the limited rights expressly granted hereunder, Cleeng, its Affiliates, its licensors and Third-Party Services providers reserve all of their right, title and interest in and to Cleeng SaaS, to all the components of the Subscription Services and to anything developed or

delivered to the Customer by Cleeng or on Cleeng's behalf when providing Subscription Services pursuant to this Agreement, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

b. Cleeng shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer, including Users, relating to the operation of the Subscription Services.

6.2. Restrictions

The Customer shall not (i) permit any third party to access the Subscription Services except as permitted in this Agreement, (ii) create derivative works based on the Subscription Services, (iii) attempt to or copy, frame or mirror any part or content of the Subscription Services, other than copying or framing on the Customer's own intranets or otherwise for the Customer's own internal business purposes, (iv) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Cleeng SaaS; (v) access the Subscription Services in order to build a competitive product or service, (vi) attempt to obtain, or assist third parties in obtaining, access to the Subscription Services other than as permitted under this Agreement, (vii) license, sell, resell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit, or otherwise make the Subscription Services available to any third party, (viii) use the Subscription Services to store or transmit Malicious Code, infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (ix) interfere with or disrupt the integrity or performance of the Subscription Services or third-party data contained therein or (x) use the Subscription Services in a manner that could result in a violation of anti-money laundering, counter terrorist financing and similar legal and regulatory obligations (including, without limitation, where Cleeng cannot verify the Customer's identity or other required information about the Customer's business).

6.3. Remedies

Cleeng reserves the right, without liability or prejudice to its other rights under this Agreement, to disable the Customer's access to the Subscription Services in the event of a breach of Clause 6.2. of this Agreement provided that: (i) to the extent reasonably practicable, Cleeng will notify the Customer in advance of disabling such access, and (ii) to the extent such breach is remediable, the Customer does not remedy such breach within 7 days of such notice (where provided). The Customer's obligations to pay Fees for the Subscription Services remain unaffected.

6.4. Customers Data and Customers Content

a. As between Cleeng and the Customer, the Customer exclusively owns all rights, title and interest in and to all of the Customers Data, including the Customers Content. The Customer is solely responsible for all Customer Content. The Customer represents and warrants that it is fully entitled to distribute and make public the Customers Content.

b. The Customer is not allowed to use the Subscription Services in connection with services which may reasonably be considered - in Cleeng's reasonable discretion - defamatory, discriminatory, promoting bigotry, hatred or harm, pornographic, infringing, unduly offensive,

or otherwise violating applicable laws, ordinances or regulations or is otherwise unfit for association with Cleeng.

c. Use of the Subscription Services in breach of paragraph above is prohibited and may result in an immediate termination of the Subscription Services by Cleeng without any liability to the Customer. The Customer's obligations to pay Fees for the Subscription Services until the end of the Subscription Term remain unaffected.

d. Cleeng shall be permitted to forward any data regarding usage of the Products, including the use of the Products exceeding the Minimum Commitment, to the Reseller Partner.

7. CONFIDENTIALITY

7.1. Confidential Information

"Confidential Information" means all confidential information disclosed by Cleeng or the Customer ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Customer's Confidential Information shall include Customers Data and Customers Contents; Cleeng's Confidential Information shall include, but is not limited to, the details of Subscription Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. The existence of this Agreement and the fact of cooperation between the parties may be disclosed by either party.

7.2. Protection of Confidential Information

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.3. Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party,

and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.4. Marketing Activities

- a. The Customer grants approval to Cleeng to use the Customer's company name and logo in marketing collateral and Cleeng's web site.
- b. The parties may decide to conduct additional marketing activities, including, but not limited to: a) the development and joint issuance of news-oriented press releases: selection release or go live release; b) the Customer serving as the subject for a written case study or video case study on the selection and implementation of Cleeng's solution; c) participate in conferences, panels, podcasts, interviews and other public events.
- c. All marketing materials and activities require mutual written approval from both parties before publication or issuance.

8. WARRANTIES AND DISCLAIMERS

8.1. Cleeng's Warranties

Cleeng warrants that: (i) it will perform all contracted services in a professional manner (ii) the Subscription Services shall be performed materially in accordance with the Agreement and the Documentation, and (iii) the functionality of Cleeng SaaS will not be materially decreased during the Subscription Term. However, like any other technology product and service provider Cleeng cannot warrant that, despite all of our efforts, the Subscription Services will meet the Customer's requirements, be error-free, provided with no interruptions or that Cleeng is able to correct all errors. Cleeng will use commercially reasonable efforts to minimize the consequences of any errors and interruptions. The warranties set forth in this section shall not apply if (i) the Subscription Services are not used in accordance with the Agreement or the Documentation, (ii) the non-conformity is caused by the Customer, the Reseller Partner, or by any product or service not provided by Cleeng, or (iii) the Subscription Services are provided on a beta, evaluation, or trial basis.

8.2. Mutual Warranties

Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code.

8.3. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

9.1. Indemnification by Cleeng

Cleeng will indemnify and defend the Customer from and against any claim brought by a

third party against the Customer alleging that the Customer's use of Cleeng SaaS as permitted hereunder infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). Cleeng shall, at Cleeng's expense, defend such IP Claim and pay damages finally awarded against the Customer in connection therewith, including reasonable fees and expenses of attorneys engaged by Cleeng for such defense, provided that (a) the Customer promptly notifies us of the threat or notice of such IP Claim; (b) Cleeng will have sole, exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim (however, Cleeng shall not settle or compromise any claim that results in liability or admission of any liability by the Customer without the prior written consent of the Customer); and (c) the Customer fully cooperate with us in connection therewith. If use of Cleeng SaaS by the Customer, Users or Managed Users has become, or, in our opinion, is likely to become, the subject of any such IP Claim, Cleeng may, at its option and expense (i) procure for the Customer the right to continue using Cleeng SaaS as set forth hereunder; (ii) replace or modify elements of Cleeng SaaS to make them non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Cleeng, terminate the Customer's subscription to Cleeng SaaS and repay the Customer, on a pro-rata basis, any Fees paid to Cleeng for the unused portion of the Subscription Term for Cleeng SaaS. Cleeng will have no liability or obligation under this Section 9.1. with respect to any IP Claim if such claim is caused in whole or in part by (a) Cleeng's compliance with designs, data, instructions or specifications provided by the Customer; (b) modification of Cleeng SaaS by anyone other than Cleeng or our personnel; or (c) the combination, operation or use of Cleeng SaaS with other hardware or software where Cleeng SaaS would not by itself be infringing.

9.2. Indemnification by the Customer

The Customer will defend and hold Cleeng harmless against any claim made or brought against Cleeng by a third party, alleging that (i) Customer's Data, (ii) Customer's use of Customer's Data in the Subscription Services, (iii) Customer's use of the Subscription Services in violation of this Agreement, or (iv) Third-Party Services enabled by the Customer for use or interoperation with the Subscription Services, infringe or misappropriate a third party's valid patent, copyright, trademark or trade secret, or (v) the Customer's use of the Subscription Services or any part thereof in breach of the provisions of this Agreement, any applicable law, rule or regulation, infringes a third-party's rights, and shall indemnify Cleeng for any damages finally awarded against, and for reasonable attorney's fees incurred by Cleeng in connection with any such claim; provided, that Cleeng (a) promptly gives the Customer written notice of the claim; (b) gives the Customer sole control of the defense and settlement of the claim (provided that the Customer may not settle any claim unless the settlement unconditionally releases Cleeng of all liability); and (c) provides to the Customer, at Customer's expense, all reasonable assistance.

9.3. Exclusive Remedy

This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability

A PARTY'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE FEES, EXCLUDING FEES FOR MERCHANT PRODUCT, PAID BY THE CUSTOMER TO CLEENG IN THE SIX MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 10.1. IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF CLEENG WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. CLEENG HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE THE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SUBSCRIPTION SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN SECTION 10.1. SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM THE PARTIES' IP CLAIMS INDEMNITY OBLIGATIONS IN SECTION 9 OF THIS AGREEMENT.

10.2. Exclusion of Liability

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, LOST SALES, BUSINESS OR REVENUES, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA THE SUBSCRIPTION SERVICES OR OVER THE INTERNET THROUGH NO FAULT OF CLEENG), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. SUSPENSION OF SUBSCRIPTION SERVICES

a. Cleeng may suspend Customer's or a User's access to and use of all or any part of the Subscription Services if: (a) Customer or Reseller Partner fails to pay any undisputed Fee(s) within 10 days of receiving written notice of non-payment; (b) Cleeng reasonably believes Customer is in material breach of this Agreement, including Sections 3.2 (Customer's Responsibilities), 6.2 (Restrictions) or 13.3 (Anti-Money Laundering and KYC Compliance); (c) Cleeng reasonably believes Customer's or any of its authorized users' actions risk harm to other customers or the security, availability, or integrity of any of the Subscription Services; (d) Cleeng reasonably believes that there is a substantial financial or regulatory risk associated with the provision of the services to the Customer, until such risk is mitigated; or (e) Cleeng reasonably believes that the Customer or any of its authorized users has violated or is

suspected of violating any applicable law, including but not limited to Anti-Bribery laws, Export Controls, Anti-Money Laundering (AML) laws, or any other applicable regulations.

b. Where practicable, Cleeng will use reasonable efforts to provide Customer with prior written notice of such suspension. However, immediate action may be taken without prior notice if required to prevent harm to Cleeng's systems, other customers, or to comply with legal or regulatory requirements, in which case Cleeng shall notify the Customer promptly after the suspension is implemented.

c. Suspension shall remain in effect until the Customer has remedied the breach or violation to the reasonable satisfaction of Cleeng. Cleeng shall restore access to the Subscription Services as soon as reasonably practicable after the breach or violation is resolved.

d. During any period of suspension, the Customer shall remain responsible for all Fees and charges due under this Agreement. Cleeng shall have no liability to the Customer or any third party for any suspension of services in accordance with this clause.

12. SUBSCRIPTION TERM AND TERMINATION

12.1. Subscription Term

a. This Agreement becomes effective on the Effective Date and continues until the end of the Subscription Term specified in an Order Form. A Subscription Term of one (1) year shall apply if no term has been included in the Order Form.

b. Except as otherwise specified in an Order Form, the initial Subscription Term shall automatically renew for additional periods of one (1) year, unless either party gives the other notice on non-renewal at the latest six (6) months before the end of the then current Subscription Term.

12.2. Revision of Fees

Without prejudice to sec. 5.3, the fees during any renewal term shall be the same as that during the prior term unless Cleeng shall have given the Customer written notice of a pricing increase at least seven (7) months before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

12.3. Early Termination

a. The Customer shall be entitled to terminate the Agreement for convenience at any time, however, no refund shall be made in the event of such termination for convenience, and all Fees due under the Agreement, including, in particular, the Minimum Commitment Fees for the Subscription Services until the end of the agreed term, shall be due and payable immediately upon termination.

b. A party may terminate this Agreement if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. The Customer may terminate this Agreement upon 30 days written notice to Cleeng of a material breach of this Agreement if such breach remains uncured at the expiration of such period. Should the provision of any Subscription Services become unlawful pursuant to any applicable law, or the Customer in material breach of the Agreement, Cleeng shall be entitled to terminate the said Subscription Services or the entire Agreement immediately, without incurring any liability or being obligated to provide compensation ("**Termination for Cause**").

12.4. Consequences of Early Termination

- a. Termination of this Agreement will not affect either party's existing rights or liabilities, whether arising under this Agreement or by law.
- b. Upon Termination for Cause by the Customer due to reasons attributable to Cleeng, Cleeng shall refund the Customer any prepaid Fees covering the remainder of the Subscription Term after the effective date of termination. Upon Termination for Cause by Cleeng due to reasons attributable to Customer, the Customer shall pay any unpaid fees covering the remainder of the Subscription Term after the effective date of termination.
- c. In no event shall any termination relieve the Customer of the obligation to pay any fees payable to Cleeng for the period prior to the effective date of termination.

12.5. Return of Customers Data

The Customer will have access to Cleeng SaaS for a period of three (3) months after the termination of the Agreement in order for the Customer to download data from Cleeng SaaS. Cleeng is not obliged to retain the Customers Data after this three (3) month period and Cleeng may need to store certain data after the termination pursuant to applicable laws and regulations. In the event of a Termination for Cause by Cleeng due to reasons attributable to Customer, Cleeng is entitled to shorten the period of the data retention upon prior notice to the Customer.

12.6. Surviving Provisions

- a. Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 12.4 (Consequences of Early Termination), 12.5 (Return of Customers Data), and 14 (Miscellaneous) shall survive any termination or expiration of this Agreement.
- b. The Parties waive the right to rescind the Agreement. Article 6:265 of the Dutch Civil Code is excluded.

12.7. Cleeng pay-as-you-go plans (Pro / Pro+ or similar)

- a. This section 12.7. and its subsections apply only if a Customer signs up for a Cleeng pay-as-you-go plan as part of the Agreement. It shall not apply to any other plan (such as enterprise or similar).
- b. The Fee(s) the Customer is charged for the use of the Subscription Services within such pay-as-you-go plan are defined on the [Cleeng's Pricing website](#) and in the Documentation, and are based on the Customer's use of the Subscription Services during a given calendar month. From time to time, Cleeng may adjust the Fees, with changes taking effect on the first day of the next calendar month. Any adjustments will be introduced thoughtfully and in a fair manner. Fees under such a plan will be billed on a monthly basis, per calendar month, in arrears.
- c. The Customer must always maintain a current and valid payment method within Cleeng SaaS that allows for successful charges. This ensures all accrued Fees for a billing cycle are collected at the end of each month, immediately following invoice issuance by Cleeng. Should the payment method be invalid, expired, or otherwise unchargeable, the Customer will be deemed in breach of this Agreement. In such an event, Cleeng reserves the right to

suspend the Subscription Services until payment is received or to terminate the Agreement. If the Customer has activated the Merchant Product, and to the extent that Collected Funds are sufficient, all Fees, along with all Service-Related Fees as detailed in the Merchant Schedule, will be deducted from the funds collected within that calendar month.

d. For pay-as-you-go plans, the Subscription Term is month-to-month, starting on the Start Date with calendar monthly settlement periods beginning on the 1st. Either Party may terminate this Agreement at any time by providing notice, with termination effective at the end of the current calendar month.

e. Cleeng reserves the right to deactivate the Customer's account and terminate this Agreement with immediate effect, without prior notice, if there is no use of the Subscription Services for a continuous period of three (3) full calendar months ("Dormancy Period").

f. The Customer will not be entitled to a refund of any Fees paid to Cleeng for the access and usage of Subscription Services during the Subscription Term.

g. Unless specifically regulated otherwise in this section, all the other terms of the Agreement apply.

13. EXPORT COMPLIANCE, ANTI-BRIBERY, ANTI-MONEY LAUNDERING AND KYC

13.1 Export compliance

In the performance of their obligations under this Agreement, each party shall adhere to all applicable Sanctions Laws, inclusive of export controls. Each party hereby represents that it is not a Restricted Person. The Customer shall refrain from permitting access to, or use of, the Subscription Services by (a) Restricted Persons, (b) Users or Managed Users situated within Restricted Jurisdictions, or (c) in any manner that would contravene Sanctions Laws. Cleeng shall bear no obligation or liability in the event that governmental or regulatory action restricts access to the Subscription Services. The Customer acknowledges and agrees that this Agreement and any Order Form expressly preclude any right of access to the Subscription Services from jurisdictions wherein such governmental or regulatory restriction is in effect. Cleeng reserves the unconditional right to decline to enter into, or to terminate, a contractual relationship with any entity or individual on the basis of export control restrictions, embargoes, sanctions, or other legally permissible considerations.

13.2. Anti-Bribery and Corruption

a. Each Party shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the Dutch Criminal Code (Wetboek van Strafrecht), the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act (FCPA), and any other relevant legislation. Neither Party shall, directly or indirectly, offer, promise, give, solicit, or accept any bribe, facilitation payment, inducement, or improper advantage in connection with this Agreement. Each Party shall implement and maintain adequate procedures to prevent bribery and corruption.

b. If a Party becomes aware of any breach or suspected breach of this clause, it shall promptly notify the other Party and provide reasonable assistance in any investigation. A breach of this clause shall be deemed a material breach, entitling the non-breaching Party to terminate this Agreement with immediate effect and seek any applicable remedies under law.

13.3. Anti-Money Laundering and KYC Compliance

The Customer acknowledges and agrees that it shall comply with all applicable anti-money

laundrying laws, regulations, directives, and Know Your Customer (KYC) requirements. The Customer shall provide all necessary information and documentation required for its KYC verification and verification of Users, and shall cooperate fully with Cleeng in any related investigations, audits, or inquiries. The Customer warrants that all information provided is accurate and up-to-date. The Customer shall not use the Cleeng SaaS in connection with any activity that violates such laws, regulations, or KYC obligations.

14. MISCELLANEOUS

14.1. Force Majeure

a. Neither party shall be responsible for delays or non-performance, except for the Customer's obligation to pay Fees, due to causes or occurrences beyond its, its suppliers' or its sub-contractors' control, including, but not limited to, civil disobedience, casualty or accident, war, hostility or sabotage, labor disputes, acts of terrorism, government actions, electronic breakdowns, failure by Internet providers or the like that is not caused by the obligated party (**Force Majeure Event**). If either party is affected by a Force Majeure Event it shall as soon as reasonably practical notify the other party in writing, and take all reasonable steps to mitigate the effect of the Force Majeure Event.

b. If such an event continues for more than thirty (30) days, either of us may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow normal disaster recovery procedures or any obligation to pay for Services. In the event of termination, and if applicable, Cleeng will refund prepaid fees for terminated Services for the period following the effective date of termination.

14.2. Notices

Except as otherwise specified in this Agreement or Order Form, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email. Notices to the Customer shall be addressed to the system administrator designated by the Customer for the Customer's Subscription Services account, and in the case of billing-related notices, to the relevant billing contact designated by the Customer. Notices to Cleeng shall be addressed to legal@cleeng.com.

14.3. Personal Data

Should Cleeng collect, store and process the Customer's personal data as part of the Subscription Services it will be deemed to do so, except when providing Merchant Product (as regulated under the Merchant Schedule), only on behalf of the Customer and on the Customer's instructions, as a data processor, for the purpose of performing its contractual undertakings arising from this Agreement. Processing of personal data under Agreement is governed by the terms set out in the Data Processing Addendum ("DPA") available on the website: <https://cleeng.com/data-processing-agreement>. The DPA constitutes an integral part of the Agreement, is hereby incorporated to it by reference and is deemed valid without the necessity to put parties' written signatures in the body of DPA. Either party's acceptance of Agreement constitutes the party's agreement to the DPA, its schedules (including EU Standard Contractual Clauses, if applicable) and appendices.

14.4. Waiver and Cumulative Remedies

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.5. Severability

If any provision of this Agreement is found to be illegal, invalid or unenforceable, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.6. Assignment

Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Cleeng may without the consent of the Customer assign its rights and obligations to (i) a company in which Cleeng owns more than 50 per cent of the votes or to a company which owns more than 50 per cent of the votes in Cleeng and (ii) a third party which acquires by way of an asset transaction a business or a division from Cleeng.

14.7. Amendments

This Agreement may only be amended by a written agreement between the parties, setting out a clear intention of the parties to amend the terms and conditions of this Agreement and signed by the requisite number of authorized signatories of each party.

14.8. Entire Agreement

- a. The terms specified in this Master Subscription Agreement and in Schedule 1 - SLA shall apply to any applicable Order Forms that may be signed by the parties for the provision of any Subscription Services.
- b. The Agreement, including all Order Forms, the SLA, Merchant Schedule, SoW and addenda hereto contains all the terms and conditions agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be deemed to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that Party's only remedies shall be for breach of contract as provided in this Agreement.

14.9. Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the Netherlands, without reference to the choice of law provisions thereof and the applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980, which is excluded.

14.10. Disputes

- a. Before resorting to any legal proceedings, the parties agree to use their best efforts to negotiate in good faith and settle any dispute that may arise.
- b. All disputes arising in connection with the Agreement or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The place of arbitration shall be Amsterdam, the Netherlands, and procedural laws of the Netherlands shall apply to the arbitration procedure. The proceedings shall be conducted in English. The arbitral tribunal shall consist of three arbitrators and decide according to the rule of law.

Version 26 August 2025