

TARGIT SUBSCRIPTION SERVICES

GENERAL TERMS AND CONDITIONS

These general terms and conditions for Subscription Services shall apply to Subscription Services ("**Subscription Services GTC**") to be provided by TARGIT b.v., Hendrik Consciencestraat 5/4020, 2800 Mechelen, Belgium (company registration no. 0811.080.445) (hereafter referred to as "**TARGIT**") and the customer as identified in the Services Order, in relation to TARGIT's provision and Customer's use of the Subscription Services (capitalized terms defined below), except as otherwise explicitly agreed between the Customer and TARGIT (TARGIT and Customer individually a "**Party**" and collectively the "**Parties**").

THIS VERSION OF THE SUBSCRIPTION SERVICES GTC AS IDENTIFIED IN THE TOP RIGHT CORNER SHALL BE DEEMED AS AGREED BETWEEN THE PARTIES AS PART OF THE SERVICES ORDER PURSUANT TO CLAUSE 2 BELOW. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF CUSTOMER DOES NOT ACCEPT THESE SUBSCRIPTION SERVICES GTC, THE CUSTOMER IS NOT PERMITTED TO USE THE SUBSCRIPTION SERVICES IN ANY MANNER.

1. DEFINITIONS

- relevant third parties, (ii) with respect to either Party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers, and (iii) any other information which may reasonably be considered as confidential.
- 1.1. Unless the context requires otherwise, the following terms shall have the meaning set forth below. Words in the singular shall include the plural and vice versa where the context so requires.
- 1.1.1. "**Affiliates**" means, as applicable to the Customer, any entity that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by, or is under common Control with a Party, except that in countries where ownership of a majority or Controlling interest by a foreign entity is not permitted by law, rule or regulations, the foreign entity's direct or indirect voting interest may be less than a majority or Controlling interest.
- 1.1.2. "**Automotive GTCs**" means TARGIT's standard general terms and conditions governing the Customer's right to access and use of Services (as defined therein) applicable and updated from time to time.
- 1.1.3. "**Business Day**" means Monday to Friday (excluding public holidays) in Belgium.
- 1.1.4. "**Business Hours**" means between the hours of 08:30 to 17:30 Belgian local time on a Business Day.
- 1.1.5. "**Confidential Information**" means information, in whatever form or medium, disclosed by one party to the other party (including a Forterro Group Company, if applicable), including commercial or technical knowhow, technology, information pertaining to business operations and strategies, customers, pricing and marketing and, for clarity, including in the case of the TARGIT, the Software Products, Documentation, Subscription Services or any deliverable and information relating to the Software Products, Documentation, Subscription Services including the source code relating to the Software Products or in respect of the foregoing, or any of their constituent parts. Confidential Information also shall include, whether or not designated "Confidential Information", (i) all specifications, designs, documents, correspondence, source code, software, documentation, data and other materials, work processes, procedures, work products, training materials, applicable thereto produced by TARGIT, a Forterro Group Company or
- 1.1.6. "**Control**" means the ability, directly or indirectly, to direct the affairs of another by means of: (i) ownership of at least 50% (fifty percent) of the voting shares in any entity, or, in the case of an entity that has no outstanding securities, having the right to 50% (fifty percent) or more of the profits of the entity, or having the right in the event of dissolution to 50% (fifty percent) or more of the assets of the entity; or (ii) by contract or otherwise.
- 1.1.7. "**Customer Account**" means the account created by TARGIT which records the number of Service Points that are available for use by the Customer at any point in time.
- 1.1.8. "**Customer Data**" means data or information of the Customer processed or generated through use of the Subscription Services.
- 1.1.9. "**Documentation**" means the standard operating and/or user instruction manuals, technical literature and all other related materials supplied by TARGIT and available for the Subscription Services (if any).
- 1.1.10. "**[Effective Date]**" means the day when TARGIT initiates data transfer from Data Providers and/or Customer, however no earlier than the date of Customer's explicit or implicit acceptance of the Services Order.]
- 1.1.11. "**Export and Sanctions Law**" means applicable export control and sanctions laws, including but not limited to those export control and sanctions laws of the United States, the European Union, Switzerland and the UK.
- 1.1.12. "**Forterro Group Company**" means a company controlled directly or indirectly by Forterro Group AB, a Swedish entity or its successor or assignee.
- 1.1.13. "**Intellectual Property Rights**" means all intellectual property or other proprietary rights, whether registered or unregistered, in any

jurisdiction, including all such rights in patents and patent applications, trademarks (including any goodwill therein or relating thereto), service marks, trade names, business names, internet domain names, copyrights (including rights in computer software and documentation), moral rights, semiconductor topography rights, database rights, design rights, rights in knowhow, rights in confidential information and trade secrets, and rights in inventions (whether or not patentable or registrable) in any country or jurisdiction.

- 1.1.14. **"Key Personnel"** means the employees or subcontractors identified by the Customer as having the requisite knowledge and expertise in accordance with Clause 5.1.
- 1.1.15. **"Parties"** mean TARGIT and Customer, and "Party" means either of them individually.
- 1.1.16. **"Service Point"** means a digital unit of value which is subscribed for under these Subscription Services GTC and which may be used by the Customer to request Subscription Services based on the number of Service Points allocated for the specific Subscription Services by reference to the Services Catalogue.
- 1.1.17. **"Services Start Date"** means the first business day following the end of the month in which TARGIT and Customer explicitly agree and accept the relevant Services Order.
- 1.1.18. **"Service Terms"** means specific operational or business terms applicable to the provision of the Software Product(s) or services forming part of the Subscription Services which are made available separately to the Customer by TARGIT, if any.
- 1.1.19. **"Service Year"** means during the Initial Term the period commencing on the Services Start Date for a period of twelve (12) months, and thereafter each twelve-month period, during which Subscription Services are available to be provided under these Subscription Services GTC, and after the Initial Term is a Renewal Period, each as defined in clause 9.
- 1.1.20. **"Services Catalogue"** means the list of Subscription Services made available for requisition by TARGIT with a predetermined number of Service Points allocated for each Subscription Service. The Services Catalogue may be accessed on a link which will be made available to the Customer.
- 1.1.21. **"Services Order"** means the orders, order form or other documentation mutually agreed to and executed by the Parties confirming in the order the number of Service Points to be subscribed for by the Customer.
- 1.1.22. **"Software Product(s)"** means TARGIT's out of the box or commercial "off the shelf" version of its software and all of the contents of the files available for download, in object code only, including any templates, data, printed materials, and "online" or electronic Documentation, all copies, and Support Software, and provided to the Customer subject to the then current Automotive GTCs. Software Product(s) explicitly excludes Third Party Software Products including any opensource software.
- 1.1.23. **"Subscription Services"** means each predefined and standardised scope of service offered by TARGIT and listed in the Services Catalogue.
- 1.1.24. **"Support Services"** means the software maintenance and support service provided by TARGIT and with the contents as described in the Documentation, including the Support Software.
- 1.1.25. **"Support Software"** means all updates and upgrades to TARGIT's Software Product(s), including bug fixes, patches, maintenance releases, error corrections, minor functionality enhancements, major changes and modifications thereto, and provided by TARGIT to Customer as part of the Support Services.
- 1.1.26. **"Taxes"** means all transactional taxes, levies and similar charges (and any related interest and penalties) such as national or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax, withholding tax, customs duties, import fees or similar taxes applicable in any jurisdiction. Taxes exclude income taxes and other like taxes assesses on income of TARGIT. Customer is responsible for all such Taxes, and if TARGIT is required to collect and remit Taxes, they will be added to invoices and paid by Customer. If a Tax is not collected, Customer remains responsible for any required self-assessment and remittance.
- 1.1.27. **"Technical Data"** means Software Products, Subscription Services, other services and/or third party software, including Documentation or any other technical or confidential data related thereto.
- 1.1.28. **"Third Party Software Products"** means such third party proprietary software products which may be licensed under the Automotive GTCs or which are otherwise licensed according to the third party's applicable Automotive GTCs in respect of which Subscription Services are undertaken by TARGIT as specifically agreed in a Service Order.

2. CONCLUSION OF AGREEMENT

- 2.1. The Services Order and these Subscription GTCs form the entire agreement between the Parties on

TARGIT's provision and Customer's receipt and use of the Subscription Services and shall be subject to change as set out in Clauses 2.2 - 2.4, and Clause 2.5.

- 2.2. TARGIT shall be entitled to make changes to the Services Catalogue, Service Terms and these Subscription Services GTC (each a "Legal Document") in its discretion and publish the new version on the TARGIT Legal Site, and the new version shall be applicable between the Parties pursuant to Clauses 2.3 – 2.4.
- 2.3. A Legal Document shall be applicable in the version identified in the top right corner of the document as published on the Legal Site on the date of the Services Order, and shall be replaced by the most current version published on the TARGIT Legal Site on:
 - 2.3.1. the date of any addenda, amendment, or replacement, of the Services Order, approved by the Customer in writing; and
 - 2.3.2. on the date of the renewal of a Subscription Services, provided that the amended Legal Document was published before the last date of Customer's right to notify non-renewal under Clause 9.1.
- 2.4. Notwithstanding the foregoing, if TARGIT uploads a new version of a Legal Document on the TARGIT Legal Site and the changes from the previously applicable version are not materially detrimental to Customer, such version shall be applicable between the Parties as of the date of being published on the TARGIT Legal Site.
- 2.5. TARGIT shall in its discretion be entitled to make changes to the Documentation from time to time in accordance with good practices within the IT industry, and the Documentation shall be applicable between the Parties upon being published on the TARGIT Community.
- 2.6. In the event of a dispute between the Parties regarding the Subscription Services, the versions of the Legal Documents on the date of the occurrence of the situation giving rise to the dispute shall be applicable between the Parties.

3. PROVISION OF SUBSCRIPTION SERVICES

- 3.1. The subject of these Subscription Services GTC is the purchase and use of Service Points for the consumption of Subscription Services.
- 3.2. Subject always to Clause 4.1 below, Subscription Services will be provided on Business Days and

during Business Hours, unless otherwise explicitly agreed in writing between TARGIT and the Customer.

- 3.3. The provision of Subscription Services is conditional upon the Customer having a valid and subsisting order under the Subscription Documents (as defined in the Automotive GTCs) for an equivalent duration of the Services Order under these Subscription Services GTC. In the event that the Subscription Documents (as defined in the Automotive GTCs) expire prior to the expiry of these Subscription Services GTC, the Customer will be obligated to extend its Subscription Documents (as defined in the Automotive GTCs) and be liable for the applicable fees in respect thereof.
- 3.4. For the avoidance of doubt these Subscription Services GTC shall exclude the provision of all services which are not listed in the Services Catalogue.
- 3.5. TARGIT reserves the right to (a) determine the assignment of personnel for the provision or the Subscription Services, (b) replace or reassign such personnel; and/or (c) subcontract with qualified third persons for part or all of the performance of the Subscription Services. No person performing Subscription Services on behalf of TARGIT hereunder shall be restricted or prevented from performing services for others that are similar to the services provided under these Subscription Services GTC.
- 3.6. The Customer's right to use the Subscription Services provided shall be governed in accordance with the terms and conditions of the Automotive GTCs.
- 3.7. Service Terms may apply to the provision of the Subscription Services which are incorporated into these Subscription Services GTC by reference, and which may be amended, updated or changed by TARGIT giving not less than three (3) months' notice in writing either via email or on the applicable TARGIT website (as at the date of issue of these Subscription Services GTC www.targit.com/legal). Such amendments, updates or changes shall come into effect on the date specified in the applicable notice.
- 3.8. If agreed in the Services Order, Affiliates of a Customer may benefit from the Subscription Services, upon which if the Affiliate signs a Services Order, the Affiliate shall be bound by the terms and conditions of these Subscription Services GTC. The Customer and Affiliates shall then become jointly and severally liable to TARGIT for any breach by Customer or its Affiliates for any breach of these Subscription Services GTC. If an Affiliate does not sign a Services Order, and it is agreed that the Affiliate may benefit from the use of the Subscription

Services as between the Customer and TARGIT, the Customer shall remain solely liable on behalf of itself and its Affiliate. However, TARGIT shall always remain solely liable to the Customer, and the Customer shall indemnify TARGIT in respect of any claims brought by its Affiliates.

4. SERVICE POINTS

- 4.1. Upon entry into these Subscription Services GTC, and in order to receive Subscription Services, the Customer shall subscribe for a number of Service Points. The annual subscription fees are based on the price per Service Point. The Service Points shall be allocated to the Customer Account as agreed in the Services Order.
- 4.2. Subject to always having sufficient Service Points in the Customer Account, the Customer shall be permitted to request Subscription Services from the Services Catalogue. The Parties shall agree on timing of provision of the Subscription Services.
- 4.3. Service Points are consumed and deducted from the Customer Account when the Subscription Services are requested by the Customer. The Customer Account shall be debited the number of Service Points allocated to the specific Subscription Services as requested by the Customer.
- 4.4. In the event that the Customer consumes all Service Points in the Customer Account during a Service Year, the Customer shall be permitted to subscribe for more Service Points at the then current price list at the time of placing the Services Order.
- 4.5. Service Points once subscribed and allocated to the Customer Account for the applicable Service Year are not refundable.
- 4.6. At the end of every Service Year, all such Service Points then in the Customer Account shall expire and no refund shall be issued. No such Service Points shall be permitted to be carried over to any subsequent Service Year or Renewal Period.
- 4.7. Not more than once every three (3) months, the Customer will receive an overview of the Subscription Services provided to date during the term of the agreement and then current number of Service Points in the Customer Account.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1. The Customer is responsible for providing (and shall provide access) to Key Personnel in the applicable roles with sufficient knowledge, expertise, competencies and understanding, in order to respond to questions, plus testing and use of the

Customer's systems, integrations, networks, and operations, including the provision of information and documents as may be required to support the provision of the Subscription Services.

- 5.2. The Customer is responsible for ensuring and providing all such licenses, consents or approvals, or other confirmations as are required pursuant to the provision of these Subscription Services GTC.
- 5.3. Other than in circumstances where the Customer has subscribed for the Cloud version of the Software Product(s) from TARGIT where backups are included in the applicable services, the Customer is responsible for ensuring it performs a regular backup of all system data, but not less than once every twenty-four hours.
- 5.4. In the event the performance of these Subscription Services GTC requires TARGIT personnel to work at Customer's site, Customer shall provide appropriate workspace and facilities, access to software if applicable, and necessary site access for TARGIT personnel.

6. FEES & PAYMENT TERMS

- 6.1. Annual subscription fees shall apply for provision of Service Points in a Service Year and made available and allocated to the Customer Account during the Initial Term and any Renewal Period. [The Customer shall be liable to pay such fees for Service Points from the Effective Date.]
- 6.2. The annual subscription fees shall be invoiced annually in advance and payable in the currency listed on the invoice.
- 6.3. If the Customer purchases additional Service Points in a Service Year during the Initial Term or any Renewal Period, TARGIT shall issue an invoice for and the Customer shall be liable to pay the annual subscription fees for the additional Service Points on a prorated basis for the remainder of the then current Service Year and such subscription fees shall be invoiced annually in accordance with the provisions at Clause 6.2 above.
- 6.4. During the Initial Term, the Customer may not reduce the number of Services Points subscribed for during any Service Year. Thereafter, the provision of Service Points under these Subscription Services GTC shall automatically renew for the Renewal Period with the same number of Service Points as initially subscribed in the prior Service Year or Renewal Period, unless the Customer notifies TARGIT not less than three (3) months prior to the renewal. In the event that the Customer does not notify TARGIT prior to the renewal, the Customer shall be liable for

and pay the annual subscription fees at the then current price for the total number of Service Points renewed for the Customer.

- 6.5. Invoices shall be paid within thirty (30) days of date of invoice by the Customer without any deductions. For late or non-payment, TARGIT reserves the right to charge interest at the statutory commercial rate published from time to time under Article 5 of the Belgian Law of 2 August 2002. For each payment reminder after the due date, up to 4 (four) times in 8 (eight) weeks, TARGIT may charge a fixed fee of EUR 40.00 in accordance with Article 6 of Directive 2011/7/EU, plus reasonable costs of recovery actually incurred. The assertion of greater damages remains reserved. To safeguard its interests, TARGIT reserves the right to suspend the Subscription Services hereinafter, if the default payment in respect of the annual fees, including applicable interest, continues.
- 6.6. Travel arrangements and expenses for training provided at TARGIT's facilities are the Customer's responsibility.
- 6.7. No payments for the undisputed invoices may be withheld by Customer nor may any counterclaim by Customer be set off against any payment due under these Subscription Services GTC, without the prior written consent of TARGIT. In the event that the Customer disputes all or part of the invoice, the Customer shall pay the undisputed part in accordance with the applicable payment terms and notify TARGIT in writing within five (5) business days of the date of the invoice, including in such notification that part of the invoice which is in dispute and giving the reason for such dispute. The parties shall use all reasonable endeavours to negotiate in bona fide good faith to resolve such dispute within fifteen (15) business days from the date of receipt of notification by TARGIT. During such negotiations the interest provision shall not apply for the disputed part. Upon resolution, if additional payment is required to be made by the Customer, the Customer shall have an additional five (5) business days in order to settle the outstanding amount in full, after which point, the applicable interest provision shall apply until the date of payment.

7. ADJUSTMENT OF THE PRICE PER SERVICE POINT AND ADJUSTMENT OF THE SERVICE CATALOGUE

- 7.1. TARGIT reserves the right to increase the annual fees with the highest of (i) 5% or (ii) the Agoria Digital Index (as applicable at the time the increase is calculated, or, if that index ceases to be published, the official successor index) during the Initial Term per Service Point not more than once a year by notifying the Customer in writing.

- 7.2. TARGIT reserves the right to expand the Services Catalogue at any time by adding further Subscription Services or to amend the fees per Service Point by giving notice in writing.

- 7.3. TARGIT also reserves the right to adjust the Services Catalogue published on the applicable customer portal at any time by removing existing Subscription Services or adjusting points per Subscription Services by an appropriate and reasonable extent, by giving not less than three (3) months' notice in writing to the Customer.

8. PAYMENT OF TAXES

- 8.1. All fees and other charges described in these Subscription Services GTC are subject to applicable Taxes, which will be charged for in addition to the annual subscription fees under these Subscription Services GTC.

9. TERM OF AGREEMENT

- 9.1. The term under a Services Order shall commence on the Services Start Date and remain in place for three (3) years unless otherwise agreed in the Services Order ("Initial Term"). Thereafter, the Subscription Services under a Services Order shall automatically renew for an equivalent period or a period equivalent to the Initial Term on the Services Order if a different term is agreed in the Services Order (each a "Renewal Period"), subject to either party giving not less than three (3) months' prior written notice to terminate the Subscription Services Agreement, such notice to expire at the end of the Initial Term or any Renewal Period.
- 9.2. Notwithstanding Clause 9.1 above, in the event that the then Renewal Period extends beyond the termination of these Subscription Services GTC, the terms and conditions of these Subscription Services GTC shall continue to apply until termination of the provision of the Subscription Services.

10. TERMINATION

- 10.1. Notwithstanding any other provision of these Subscription Services GTC or a Services Order, either Party may terminate these Subscription Services under a Services Order in the event of default by the other Party of any of its material obligations hereunder, provided (i) the defaulting Party receives notice of termination containing a reasonably complete description of the default and (ii) the defaulting Party fails to cure such default within thirty (30) calendar days, or such other period of time if agreed to by the Parties, of receiving such notice, unless (iii) the terminating Party determines that

such default is so material such that it is not capable of cure, immediately upon notice.

- 10.2. Upon the termination of either of Subscription Services under a Services Order for reason i.e. with or without cause, such termination shall not release the Customer from its obligation to pay amounts due under the relevant Services Order that accrued prior to such termination.
- 10.3. On termination of a Services Order, the Customer's right to access the Subscription Services shall cease. TARGIT shall not be responsible for any data and information generated by the Customer within the Subscription Services. It is the sole obligation of the Customer to ensure that it possesses the necessary back-up copies of the data and information that Customer desires to retain the Subscription Services are terminated under a Services Order.

11. WARRANTY

- 11.1. For any Subscription Services provided under a Services Order, TARGIT warrants for a period of thirty (30) calendar days from the date of provision of the relevant Subscription Services that the Subscription Services shall perform substantially in accordance with the Documentation.
- 11.2. TARGIT does not warrant or make any representations regarding the use or the results of the use of the Subscription Services or that the Subscription Services, including the functions contained in the Subscription Services will meet Customer's requirements and under no circumstances does TARGIT warrant that the Subscription Services will operate uninterrupted or error free. TARGIT neither assumes nor authorises any other person to assume for it any other liability in connection with the licensing, installation, provision or use of the Subscription Services.
- 11.3. TARGIT's entire liability under this warranty and Customer's exclusive remedy shall be at TARGIT's sole and absolute discretion, the reperformance or reprovision of any Subscription Services item that does not meet the respective warranties given above.
- 11.4. If under the law ruled applicable to these Subscription Services GTC a greater warranty is mandated, then TARGIT warrants the Subscription Services to the minimum extent required by said law.
- 11.5. The foregoing warranties are void if failure of a warranted item results directly, or indirectly, from an unauthorised modification of a warranted item; an unauthorised attempt to repair a warranted item; or misuse of a warranted item, including without

limitation use of warranted item under abnormal operating conditions or without routinely maintaining a warranted item.

- 11.6. Open source software (if any) is subject to the third party licensor's open source software license and is provided "as is" and without warranty.
- 11.7. The above warranties are in lieu of all other warranties, expressed or implied, and represent the full and total obligation and/or liability of TARGIT.

12. DISCLAIMER

- 12.1. Except as provided above, TARGIT makes no representations about the suitability of the Subscription Services for any purpose, and makes no warranties either express of implied, disclaims all warranties, including the implied warranties of merchantability, fitness for particular use, non-infringement, or the Subscription Services being fault tolerant or free of bugs. If under the law ruled applicable to these Subscription Services GTC any part of the above disclaimer of expressed or implied warranties is invalid, then TARGIT disclaims express or implied warranties to the maximum extent allowed by said law.

13. CONFIDENTIALITY

- 13.1. TARGIT and Customer each acknowledge that they may be provided with, receive, or otherwise have access to information of or concerning the other Party, or relevant third parties, which such Party or relevant third parties consider to be confidential, proprietary, a trade secret or otherwise restricted and which is Confidential Information. Each Party's Confidential Information shall remain the property of that Party or said relevant third party.
- 13.2. Nothing in this Clause 13 shall prevent either Party from disclosing that Customer is a customer of TARGIT so long as no Confidential Information is disclosed.
- 13.3. Customer and TARGIT shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorised disclosure, publication or dissemination of its own information of a similar nature. TARGIT and Customer shall take reasonable steps to ensure that its employees comply with these confidentiality provisions, including those of its Affiliates. The recipient of any Confidential Information hereunder shall protect the confidentiality of the information for a period of five (5) years following the date of termination or expiration of the last Services Order.

Notwithstanding the foregoing, trade secrets and source code shall remain protected for so long as they retain their confidential character.

- 13.4. Neither Party shall use the Confidential Information of the other Party or (i) in the case of TARGIT, any Customer Intellectual Property Rights, and (ii) in the case of Customer, any TARGIT Intellectual Property Rights; except to perform its obligations or exercise its rights under these Subscription Services GTC.
- 13.5. This Clause 13 shall not apply to any particular information which TARGIT or Customer can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (iii) was in the possession of the receiving Party at the time of disclosure to it; (iv) was received after disclosure to it from a third Party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party. In addition, a Party shall not be considered to have breached its obligations by disclosing Confidential Information of the other Party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party promptly and prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.
- 13.6. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the disclosing Party, the receiving Party shall promptly, at its own expense: (i) notify the disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the disclosing Party to minimise the violation; and (iii) cooperate in all reasonable respects with the disclosing Party to minimise the violation and any damage resulting there from. Upon expiration or any termination of these Subscription Services GTC and completion of the Parties obligations under these Subscription Services GTC, each Party shall return or destroy, as the other Party may direct, all material in any medium that contains, refers to, or relates to the other Party's Confidential Information, and retain no copies. Upon request, a Party shall provide the other Party with a Certificate of an authorised officer of the requested Party, the Confidential Information of the requesting Party has been returned or destroyed as set forth above.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. The Customer acknowledges that TARGIT possesses information and data that was developed, created, or discovered by TARGIT, or that has become known to or has been conveyed to TARGIT, that has commercial value in TARGIT's day-to-day business, including Intellectual Property Rights. TARGIT considers all such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, work processes, formulae, algorithms, logic designs, screen displays, schematics, training materials, training methods and source and object code computer programs, all of which is owned by TARGIT or a Forterro Group Company or applicable third parties. All items (including, but not limited to Software Products, Subscription Services, and Documentation) provided under these Subscription Services GTC are the property of TARGIT, a Forterro Group Company, or such applicable third party and are licensed to Customer pursuant to the terms of then current Automotive GTCs in effect between the Parties, except as modified herein.
- 14.2. TARGIT acknowledges that the Customer may provide certain data for configuration, or provide information or data for use by TARGIT in provision of Subscription Services, and/or possess information and data that was developed or created by the Customer, which has commercial value in the Customer's day-to-day business. Said data and information and all copies thereof ("Customer Intellectual Property Rights"), with the exception of TARGIT or a Forterro Group Company or applicable third parties Intellectual Property Rights, shall remain the property of Customer as the case may be. TARGIT shall not have any right or authority to use the Customer's Intellectual Property Rights except as required to provide the Subscription Services pursuant to the terms of these Subscription Services GTC. Notwithstanding the foregoing and subject to Clause 13 Confidentiality, TARGIT retains the right to independently develop similar technology and/or documentation, but shall not use the Customer's Confidential Information.

15. DATA PROTECTION, ARTIFICIAL INTELLIGENCE ("AI") AND TELEMETRY

- 15.1. Each Party shall comply with all applicable data protection and privacy laws in the jurisdiction in which personal data is processed (as defined by directly applicable data protection laws relevant for the processing of personal data).
- 15.2. Where TARGIT processes personal data as a processor, the Parties will enter into a separate data processing agreement pursuant to TARGIT's standard terms.

15.3. TARGIT uses quantitative data and telemetry generated through use of its services to understand access, performance, trends, usage and errors.

15.4. TARGIT may use Customer Data solely in aggregated, de-identified, anonymized, or pseudonymised form for benchmarking, analytics, statistical purposes, usage reporting, and product/service improvement, provided that the data cannot reasonably be linked to Customer, a user, or an individual, output retained by TARGIT does not contain Confidential Information of the Customer; the processing of personal data is in accordance with applicable data protection law and, if applicable to pseudonymised personal data, TARGIT does not attempt to re-identify personal data.

15.5. TARGIT may use automated systems, including artificial intelligence (AI)-based tools, to process Customer Data for the purposes of customer support, diagnostics and troubleshooting, detecting or preventing security incidents or misuse, and optimising performance of the Subscription Services.

15.6. All such processing of Customer Data will:

15.6.1. if personal data, comply with applicable data protection laws, including the requirements on data minimisation and purpose limitation;

15.6.2. not result in the disclosure of Confidential Information of the Customer to any third party;

15.6.3. not be used to train or improve any open AI models which are publicly available;

15.6.4. occur within closed environments that ensure confidentiality, integrity and security of Customer Data.

16. FORCE MAJEURE

16.1. For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, pandemic, terrorism or sabotage; floods, hurricanes or other storms; strikes or labor disputes; cyber-attacks on third-party hyperscalers, regulatory shutdown of AI/cloud services, and public-health measures (including pandemics) or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected ("**Force Majeure Event**").

16.2. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the

basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible. The affected Party is, however, always obligated to mitigate the effects of a Force-Majeure Event.

16.3. Upon the Force Majeure Event ending, these Subscription Services GTC shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless otherwise agreed.

17. LIMITATION OF LIABILITY

17.1. TARGIT shall not be liable for loss or recovery of Customer Data. It shall be the responsibility of the Customer to provide adequate backup of data and to restore data to the Customer's equipment.

17.2. Neither TARGIT nor any Forterro Group Company shall be liable for any indirect, incidental, consequential, punitive or special damages, including but not limited to, loss of use or production, loss of revenue or profit, loss of goodwill, loss of data, or claims of third parties, even if TARGIT or such Forterro Group Company has knowledge or been advised of the possibility of such damages.

17.3. Subject always to Clause 17.2 above, TARGIT's and/or any Forterro Group Company's total and aggregate liability under these Subscription Services GTC for any and all claims shall not exceed the amount paid by the Customer under the applicable Services Order to TARGIT for the provision of the specific Subscription Services in the twelve (12) months leading up to the date the claim is made.

17.4. The parties would not have agreed to these Subscription Services GTCs without the limitations in Clauses 17.2 and 17.3 above.

17.5. Except where prohibited by applicable law, no claim regardless of form, arising out of or in connection with these Subscription Services GTC may be brought by either Party more than two (2) years after the event giving rise to the cause of action has occurred.

17.6. If under the law ruled applicable to these Subscription Services GTC any part of this clause 17 is invalid, then TARGIT and every Forterro Group

Company limits its liability to the maximum extent allowed by said law.

- 17.7. Nothing in this clause 17 shall limit or exclude either party's liability to the other for the liability arising from a party's willful misconduct or gross negligence.
- 17.8. The limitations in this clause 17 shall apply to liability for negligence, regardless of the form of action, whether in contract, tort, equity, at law, strict product liability, or otherwise; and even if TARGIT has been advised in advance of the possibility of such damages, if such damages were foreseeable, and if Customer's other remedies fail in their essential purpose.

18. COMPLIANCE AND EXPORT CONTROL

- 18.1. Technical Data provided by TARGIT, a Forterro Group Company, its affiliates, subsidiaries or distributors, is subject to Export and Sanctions Laws. Diversion contrary to Export and Sanction Laws is prohibited. The Customer shall comply with all Export and Sanction Laws, and to not directly or indirectly provide or otherwise make available any Technical Data in violation of any Export and Sanction Laws. The Customer or relevant third parties on behalf of the Customer shall not provide or make available Technical Data, either directly or indirectly, in any country subject to Export and Sanction Laws, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. The Customer shall comply with the foregoing and further represents and warrants that neither it nor its personnel, including of its Affiliates, are located in, nor under the control of, or a national or resident of any such country or on any such list as specified in the Export and Sanctions Laws. The Customer shall defend and indemnify and hold TARGIT (including its affiliates and their respective directors, officers, employees, agents, stockholders, members and controlling persons) harmless from any third-party claims resulting from the Customer's or its Affiliates' failure to comply with this Clause 18.

19. ASSIGNMENT AND SUBCONTRACTING

- 19.1. Neither TARGIT nor the Customer shall assign any of its rights or delegate any of its obligations under these Subscription Services GTC without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld, except that TARGIT may assign its rights and obligations under this contract without the approval of the Customer to an entity which acquires all or substantially all of the assets of TARGIT or a Forterro Group Company, or to any subsidiary, affiliate or

successor in a merger or acquisition of TARGIT, or a Forterro Group Company.

- 19.2. TARGIT may use other Forterro Group Companies in the provision and operation of the Subscription Services on an intercompany basis and TARGIT shall remain liable for the same as it relates to the Customer. Such Forterro Group Companies shall have no direct liability towards the Customer.

20. GOVERNING LAW AND DISPUTE RESOLUTION

- 20.1. These Subscription Services GTC, applicable Services Orders and all related documents, and all matters arising out of or relating thereto, shall in all respects be governed by, and construed and interpreted, in accordance with the substantial Laws of Belgium with the exclusion of the United Nations Convention on the International Sale of Goods (CISG, The Vienna Convention).
- 20.2. Any dispute arising out of or in connection with these Subscription Services GTC and applicable Services Orders, including any disputes regarding the existence, validity, or termination thereof, which is not resolved by negotiation or mediation within ten (10) days from commencement thereof (save if a longer period of time is explicitly agreed), shall be settled by arbitration in Brussels, Belgium, by the Belgian Centre for Arbitration and Mediation (CEPANI) in accordance with the CEPANI Rules of Arbitration in force at the time of the initiation of the proceedings. The seat of arbitration shall be Brussels, Belgium, and the language of the arbitration shall be English. The proceedings shall be subject to confidentiality. The award or decision made by the arbitration tribunal shall be final and conclusive and have binding effect upon the Parties to the arbitration and can be enforced in the same manner as a judgment or order of a court of competent jurisdiction. Considering the result of the arbitration, the arbitration tribunal shall decide upon the extent to which the winning Party shall be entitled to reimbursement of its reasonable costs, fees and expenses for legal assistance, other advisors and otherwise incurred in connection with the arbitration itself, from the other Party.

- 20.3. By submitting to arbitration, the Parties to the arbitration do not intend to deprive any court of in any jurisdiction to issue, at the request of one of the Parties, a pre-arbitral injunction, pre-arbitral attachment, or any order in aid of the arbitration proceedings and the enforcement of any award.

21. NOTICES

- 21.1. Any notice or communication given pursuant to these Subscription Services GTC shall be in writing, as a document or in electronic form, and deemed

received, when delivered in person, Electronic Mail (email), or sent postage prepaid by recorded mail or other private courier, or mail services return receipt requested. Written notices regarding these Subscription Services GTC shall be sent to the respective Parties at the details below:

TARGIT

Email: invoice@targit.com

Address: to the then registered office of TARGIT is set out on page 1 above.

CUSTOMER: Details as set out on the Customer's Services Order unless otherwise notified in writing to TARGIT.

22. WAIVER

- 22.1. No failure on the part of either Party to exercise any right, power or privilege under these Subscription Services GTC, or under any instrument executed pursuant hereto, shall operate as a waiver. No single or partial exercise of any right, power or privilege shall preclude any other, or further exercise of any other right, power or privilege. All rights and remedies granted herein shall be in addition to other rights and remedies to which the Parties may be entitled at law or in equity. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the Party charged with such waiver. No waiver shall be deemed a continuing waiver, or a waiver in respect of any breach or default whether similar or different in nature unless expressly so stated in writing.

23. SEVERABILITY

- 23.1. Whenever possible, each provision of these Subscription Services GTC and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of these Subscription Services GTC or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of

such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these Subscription Services GTC or such related document.

24. SURVIVAL

- 24.1. Notwithstanding any other provision of these Subscription Services GTC, any obligations under the Subscription Services GTC which either expressly or by their nature are to continue after termination or expiration of these Subscription Services GTC shall survive and remain in effect on expiry or termination of any Services Order as applicable to that Services Order.

25. PRECEDENCE OVER OTHER DOCUMENTS

- 25.1. The terms and conditions of these Subscription Services GTC supersede and take precedence over any terms and conditions or other provisions found in conflict with its provisions unless expressly stated and agreed otherwise between the Parties.
- 25.2. In the event of conflict, the following order or precedence applies: (1) the Services Order (including any addenda expressly incorporated) and (2) these Subscription Services GTC.

26. ENTIRE AGREEMENT

- 26.1. These Subscription Services GTC and the applicable Services Order which incorporates these Subscription Services GTC by reference constitute the entire agreement and understanding between the Parties, and except as noted in these Subscription Services GTC, shall supersede all other agreements, oral or written, made between the Parties with respect to such subject matter. These Subscription Services GTC shall fully replace the terms and conditions in any Customer purchase order form or acknowledgment form in their entirety. These Subscription Services GTC may only be modified by written agreement executed by a duly authorised representative of each Party.