This is a legally binding master subscription agreement (“Agreement,” “Nutrient SDK MSA,” or “Nutrient Software Development Kits Master Subscription Agreement”) between Nutrient (“Nutrient”, “us”, “we”, “our”, or “Licensor”) and you, which applies to the Nutrient Products. “Nutrient” means PSPDFKit GmbH d/b/a Nutrient, except where you are licensing Nutrient .NET SDK (formerly Orpalis GdPicture.NET) or Nutrient DocuVieware (formerly Orpalis DocuVieware), in which case “Nutrient” means Orpalis Imaging SAS. This Agreement applies to all components and materials we provide as part of the Nutrient Products, and any updates for the Nutrient Products that we may provide. “You”, “you”, “your”, or “Licensee” means the person who downloads, installs, accesses, or uses the Nutrient Products (and, if you represent a legal entity, it also means that entity, and you represent and warrant that you are authorized to enter into this Agreement for that entity). Licensor and Licensee may each be referred to as a “Party,” and together as the “Parties” to this Agreement. In order to use the Nutrient Products, you must first agree to this Agreement. You may not download, install, access, or use the Nutrient Products if you do not accept this Agreement.

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## 1. Definitions

**1.1.** “Agreement Term” means the Term period set forth in the “Duration and Termination” section of the Agreement.

**1.2.** “Documentation” means any documentation and other supporting materials related to the Nutrient Products that we generally provide to our customers. Documentation is considered part of the Nutrient Products.

**1.3.** “Hosted Products” means, collectively, Nutrient Document Engine (Managed Deployment), Nutrient Document Web Services Processor API (Nutrient DWS Processor API), and Nutrient Document Web Services Viewer API (Nutrient DWS Viewer API).

**1.4.** "Loss" or "Losses" means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

**1.5.** “Nutrient Products” means the materials accompanying this License, which may include computer software, associated media, printed materials, and online or electronic documentation and source files, resource files, project and solution files, containing the source code for the Product. These include Nutrient iOS SDK (formerly PSPDFKit for iOS), Nutrient Android SDK (formerly PSPDFKit for Android), Nutrient Mac Catalyst SDK (formerly PSPDFKit for Mac Catalyst), Nutrient Flutter SDK (formerly PSPDFKit for Flutter), Nutrient React Native SDK (formerly PSPDFKit for React Native), Nutrient Electron SDK (formerly PSPDFKit for Electron), Nutrient Salesforce SDK (formerly PSPDFKit for Salesforce), Nutrient .NET Mobile SDK (formerly PSPDFKit .NET), Nutrient MAUI SDK (formerly PSPDFKit for MAUI), Nutrient visionOS SDK (formerly PSPDFKit for visionOS), Nutrient Java SDK (formerly PSPDFKit Library for Java), Nutrient Python SDK, Nutrient Web SDK (formerly PSPDFKit for Web), Nutrient Document Engine (formerly PSPDFKit Document Engine), Nutrient Document Engine (Managed Deployment) (formerly PSPDFKit Managed Document Engine), Nutrient Node.js SDK (formerly PSPDFKit for Node.js), Nutrient Document Authoring SDK (formerly PSPDFKit Document Authoring), Nutrient AI Assistant, Nutrient Document Converter Services (with optional Professional Add-On), Nutrient Document Web Services Processor API (Nutrient DWS Processor API), Nutrient Document Web Services Viewer API (Nutrient DWS Viewer API), Nutrient .NET SDK (formerly Orpalis GdPicture.NET), Nutrient DocuVieware (formerly Orpalis DocuVieware), and Nutrient Documents for Salesforce.

**1.6.** “Subscription” means your purchase, by prepayment of Subscription Fees, of access to and use of one or more Nutrient Products for the duration of a Subscription Term.

**1.7.** “Subscription Fee” means all charges associated with your access to and use of each Nutrient Product which is licensed pursuant to this Agreement.

**1.8.** “Subscription Term” means the period during which you have purchased a Subscription of any Nutrient Product.

**1.9.** An "Update" is a Product release that we make generally available to our customers, along with any corresponding changes to Documentation. An Update may be an error correction or bug fix, or it may be an enhancement, new feature, or new functionality (collectively referred to as “Updates”).

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## 2. License Grants

**2.1.** In consideration of your payment of the applicable Subscription Fees, and acceptance of and compliance with the terms of this Agreement, we hereby grant you certain non-exclusive and non-transferable rights limited by the terms of this Agreement.

**2.2.** Subject to the provisions and limitations in this Agreement, you are entitled to include Nutrient Products into your software development environment and to use Nutrient Products within software applications to be developed, compiled, and provided/sold by you ("Application") and to redistribute Nutrient Products only as an integrated part of an Application to be distributed, directly or indirectly, to your end users under the following conditions:

- **2.2.1.** Nutrient Products must be included or embedded as an inseparable part within a single Application.
- **2.2.2.** Nutrient Products shall only be provided as part of an Application and incorporated into an Application. Redistribution of Nutrient Products in a re-linkable "library" or similar form is explicitly prohibited.
- **2.2.3.** Nutrient Products shall only be used for the development of an Application by or for you if you own a valid, fully paid license, under a current running agreement that has not expired or been terminated, at the time the Nutrient Product is included into your software development environment, redistributed, compiled and/or distributed as an executable application.
- **2.2.4.** Except for the rights expressly granted to you under this Agreement, we will retain all right, title and interest in the Nutrient Products, including all worldwide technology and intellectual property and proprietary rights therein. You shall own all right, title, and interest to your Application, excluding the Nutrient Products integrated therein that you are being granted use of as set forth herein.
- **2.2.5.** Your agents and contractors can use the Nutrient Products too, but only if they are using them on your behalf, and if you agree to be fully responsible for their behavior under this Agreement.

**2.3.** Acknowledgements. The Nutrient Products use a number of third-party libraries and technologies according to specific license agreements (“Acknowledgements”) which ship within the Nutrient Products. In the event that you embed a Nutrient Product within another commercial product (such use only being permissible as provided explicitly in this Agreement), you are obligated to include and acknowledge the Acknowledgements within the commercial product. A list of third-party acknowledgements is available at https://nutrient.io/acknowledgements. In the case of Nutrient .NET SDK and Nutrient DocuVieware, Acknowledgements are provided by means of a text file within the relevant installer package.

**2.4.** Regarding Subscriptions for Hosted Product(s):

**2.4.1.** The plan under which you purchase a Subscription to a Hosted Product dictates the scope of your use of the Hosted Products. You agree not to exceed the usage limits associated with your Subscription. If your usage of the Hosted Products exceeds the usage permitted under your Subscription, the Hosted Products may return an error message to this effect. You are solely responsible for ensuring that your Application properly detects and addresses any such error messages. We reserve the right to limit the number of calls made by your Application to the Hosted Products or otherwise constrain your use of the Hosted Products in the event that we determine, in our sole discretion, that such calls are being made to the Hosted Products for any malicious or harmful purpose or are the result of a technical error.

**2.4.2.** You are solely responsible for acquiring, maintaining, providing, and using all necessary hardware, software, and Internet services which may be required to access and use the Hosted Products. This includes, but is not limited to, internet connections and related telecommunications services, web browsers, and/or all other related equipment and software which may be required to access and use the Hosted Products.

**2.4.3.** You acknowledge and agree that you are responsible for maintaining backup copies of any data which is sent to the Hosted Products for processing. Nutrient does not make or maintain copies of your data. We make commercially reasonable efforts to provide error-free Hosted Products, but we do not guarantee that your data will not be lost, damaged, and/or deleted.

**2.4.4.** You expressly acknowledge that from time to time, the Hosted Products may be unavailable, inaccessible, and/or inoperable for any reason. This includes, but is not limited to, equipment/hardware failure or malfunction, software failure or malfunction, periodic maintenance and/or repairs undertaken by Nutrient or its affiliates or suppliers at any time, and/or any other cause. You expressly acknowledge that Nutrient may, in its sole discretion and at any time, modify or update the content or format of the Hosted Products. We shall undertake reasonable efforts to provide notice of such changes; however, from time to time sudden changes may be required and significant advance notice may not be possible. You expressly acknowledge that we may require you to use the latest (or any other) version of the Hosted Products.

**2.5.** Notwithstanding Subsection 6.2 of this Agreement, if you purchase a Nutrient DWS Viewer API Subscription, we may, in our sole discretion, terminate your Subscription at any time, upon providing 60 days' prior written notice. Upon termination of your Nutrient DWS Viewer API Subscription under this Subsection, Nutrient shall refund any prepaid, unused portion of the Subscription Fee on a pro-rata basis, and Nutrient shall have no remaining obligations under the Agreement relating to your Nutrient DWS Viewer API Subscription besides those described in Subsections 6.3 and 6.4.

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## 3. License Limitations and Restrictions

**3.1.** The Nutrient Products are licensed, not sold. You may use the Nutrient Products only as expressly permitted in this Agreement, and we reserve all other rights. Any patent rights licensed to you in this Agreement apply only to the Nutrient Products in the form in which we provide them to you, and not to any derivative works you may make of, or combinations you may make with, the Nutrient Products. You must not (and are not licensed to):

**3.1.1.** disclose or sell your license key(s) to third parties;

**3.1.2.** redistribute or disclose any source, header files, descriptions of interfaces, or any redistributable components;

**3.1.3.** transfer the Nutrient Products or this Agreement or any rights or obligations hereunder to any third party;

**3.1.4.** reverse engineer, decompile, disassemble, bypass any code obfuscation, or otherwise attempt to derive the source code of any part of the Nutrient Products. To the extent that applicable law expressly permits you to decompile the Nutrient Products in order to obtain information necessary to render the object code libraries interoperable with other software, you must first obtain written permission from us to provide the necessary information;

**3.1.5.** directly resell or provide the Nutrient Products as an offering on its own to any third party;

**3.1.6.** remove or alter any copyright, trademark, or patent notices in the Nutrient Products;

**3.1.7.** use any of our trademarks, including but not limited to “Nutrient”, “PSPDFKit”, “GdPicture.NET”, “DocuVieware”, or the names of their contributors and all related logos in your Applications’ names;

**3.1.8.** distribute malicious, deceptive, obscene, or unlawful Applications;

**3.1.9.** remove, efface, or obscure any copyright notices or other proprietary notices from the Nutrient Products or materials provided under this Agreement;

**3.1.10.** use the Nutrient Products or any Application in any hazardous situation, or design any Application for use in any hazardous situation; or

**3.1.11.** modify or distribute any portion of the Nutrient Products, or distribute any Application, in any way that would subject any portion of the Nutrient Products to an Excluded License. An "Excluded License" is a license that requires, as a condition of use, modification, or distribution of code subject to that license, that (i) the code be disclosed or distributed in source code form; or (ii) others have the right to modify the code.

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## 4. Delivery, Support, and Updates

**4.1.** Upon execution of a Subscription Order Form, we shall deliver or make available to you a copy of each Nutrient Product which is ordered in the Subscription Order Form. Access to Updates is granted for the duration of the Subscription Term indicated in the Subscription Order Form.

**4.2.** During the Subscription Term, we will provide reasonable support for integration, bugs, configuration, and general usage of the Nutrient Product(s) for which you have purchased a Subscription, via our support portal at https://nutrient.io/support.

**4.3.** Notwithstanding the right to terminate this Agreement, we are entitled to suspend your access to Updates and support if you are in default or behind on any Subscription Fee payments or in material breach of any other obligation under this Agreement that is not cured within thirty (30) days of our sending you written notice of such default, delinquency, or breach.

**4.4.** During the Subscription Term, if applicable to your Nutrient Product(s), we will provide you access to up to five (5) non-production keys for staging, development, and testing purposes for each Nutrient Product which is licensed pursuant to this Agreement. You may request access to additional non-production keys, which may or may not be provided at our sole discretion. Non-production keys may not be used in Production or Disaster Recovery environments.

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## 5. Fees, Reporting Obligations, and Payment

**5.1.** We are obligated to give you access to the Nutrient Product(s) and components ordered by a duly submitted Subscription Order Form which references this Agreement, for the Subscription Term indicated in said Subscription Order Form.

**5.2.** If the terms of a Subscription Order Form include limits or variable fees based on revenue, usage, or other self-reported metrics of Licensee, Licensee shall provide to us, on a semiannual basis unless otherwise stated in the Subscription Order Form, reasonable proof of the agreed-upon metrics. You shall provide this information via email to sales@nutrient.io unless otherwise agreed in writing. All information provided by you must be accurate and valid. If you willfully report inaccurate or invalid numbers, you agree to pay us the omitted portion of the Subscription Fee for the underreported period plus a penalty equal to five times the omitted portion of the Subscription Fee. If your Subscription includes Nutrient Document Engine, Nutrient Web SDK, Nutrient .NET SDK, Nutrient Java SDK, or Nutrient Python SDK, and you have agreed that we may collect anonymized data in lieu of or in addition to self-reported metrics, any such data will be handled in accordance with our Privacy Policy available at https://www.nutrient.io/legal/privacy.

**5.3.** For all Subscriptions that are purchased by means of an invoice only, which references this Agreement, and without submission of a Subscription Order Form, we are obligated to give you access to the Nutrient Product(s) and components for the Subscription Term indicated in said invoice, subject to additional terms and conditions indicated therein. By paying the balance indicated in the invoice or by accessing the Nutrient Product(s), you agree to be bound by the terms of this Agreement.

**5.4.** All fees are to be paid within 21 days from receipt of an accurate invoice.

**5.5.** You will pay any applicable bank charges and you must inform us of any required additional documents to issue the payment of the full amount before entering into this Agreement. We are not responsible for any tax withholding issues, and you will in every case pay us the full amount owed. Any default in payment shall result in a 1.5% interest rate compounded monthly on the outstanding invoice amount due.

**5.6.** If the Subscription Order Form requires payment of any form of Subscription Fees in arrears and you fail to provide any required reporting for billing in arrears by the date on which it is due (including, but not limited to, reporting for usage or revenue), we may invoice you, and you agree to immediately pay, an amount equal to five percent (5%) of the base or minimum Subscription Fee applicable to that reporting period, in addition to all amounts actually owed for that period which shall be invoiced separately after receipt of your reporting for the applicable reporting period. In addition, if you fail to provide any reporting required under Subsection 5.2 within twenty-one (21) days after the date on which it is due—whether that date is specified in the reporting schedule of a Subscription Order Form or, if no such schedule is specified, semiannually as indicated under Subsection 5.2—we may invoice you an amount equal to five percent (5%) of the base or minimum Subscription Fee applicable to that reporting period, payable in accordance with Subsection 5.4. This charge is a good-faith interim estimate of, and advance payment toward, the Subscription Fees expected relating to self-reported metrics to become due for that reporting period, and does not waive, satisfy, or reduce your obligation to provide the required reporting, which continues in full force. Upon your provision of the outstanding reporting, we will credit this charge against the Subscription Fees actually due for that reporting period, invoice you for any shortfall, and apply any excess as a non-refundable credit against your next invoice.

**5.7.** For Hosted Products, the ordering process is conducted in part by our online reseller Paddle.com, which is the merchant of record for all orders placed through Paddle.com. Paddle.com is responsible for responding to all customer service enquiries and handles returns. Your relationship with Paddle.com is governed by their Terms and Conditions

(https://www.paddle.com/legal/checkout-buyer-terms) and Privacy Policy (https://www.paddle.com/legal/privacy).

## 6. Duration and Termination

**6.1.** The Agreement Term of this Agreement begins on the Effective Date and runs through the End Date of the Subscription Term indicated on the Subscription Order Form. Alternatively, Subscriptions or renewals purchased by means of an invoice incorporating the terms of this Agreement, without a Subscription Order Form, shall run through and expire at the end of the term provided on the relevant invoice. In the event that a defined Subscription Term is not provided on an invoice incorporating this Agreement by reference, the Agreement Term shall run through and expire upon the first annual anniversary of the invoice issuance. You expressly agree that in the event this Agreement is terminated during the Agreement Term for any reason other than due to our material breach, all of your payment obligations during the Agreement Term shall be non-cancellable and remain in full force and effect throughout the duration of the Agreement Term.

**6.2.** In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate the Agreement for just cause. With respect to us, valid reasons for termination include, but are not limited to, non-compliance by you with any provision of this Agreement or default of payment for any Nutrient Subscriptions you may have.

**6.3.** Upon termination or expiration of this Agreement:

- **6.3.1.** You shall remove the Nutrient Products fully from your software development environment and remove/delete any and all corresponding files;
- **6.3.2.** You shall not grant any further sublicenses to your end users or distribute software applications in which the Nutrient Products are integrated;
- **6.3.3.** The Subscription Term for any Nutrient Products in your possession will immediately end, and any outstanding agreements will immediately terminate;
- **6.3.4.** You will no longer have the right to use the Nutrient Products, and any licenses we grant you in this Agreement regarding the Nutrient Products will automatically cease to exist as of the date of termination/expiration;
- **6.3.5.** You shall destroy all copies of the Nutrient Products in your possession or control, and certify in writing to us that you have done so;
- **6.3.6.** Each of us will promptly return to the other (or, if the other Party requests it, destroy) all Confidential Information (as that term is defined below) belonging to the other; and
- **6.3.7.** If you owed us any money prior to termination/expiration, you must immediately pay us the entire balance owed, including any applicable late fees and penalties.

**6.4.** The terms of this Agreement that require performance (or which apply to events that may occur) after termination or expiration will survive termination or expiration, including all disclaimers of warranties and all limitations on and exclusions of remedies and damages.

## 7. Warranty and Limitation of Liability

**7.1.** We warrant that the Nutrient Products will perform substantially in accordance with their accompanying Documentation, when operated in the execution environment specified in such Documentation, for the warranty period ending thirty (30) days following the Start Date of the Subscription Term indicated on the Subscription Order Form. This limited warranty is void if failure of the Nutrient Products to conform to such warranty is caused in whole or in part by (a) any defect

in any hardware or other equipment used with the Nutrient Products; (b) any failure of any hardware or any other equipment used with the Nutrient Products to function in accordance with applicable manufacturer's specifications for such items; (c) any alteration, modification, or enhancement of the Nutrient Products by you or anyone other than us; (d) any failure by you or anyone else to follow our instructions with respect to proper use of the Nutrient Products; or (e) improper use, abuse, accident, neglect, or negligence on the part of you or anyone other than us. Any replacement Nutrient Products will be warranted for thirty (30) days following the date on which we provide the replacement Nutrient Products to you.

**7.2.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EACH NUTRIENT PRODUCT IS PROVIDED TO YOU "AS IS", AND WE MAKE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO ITS FUNCTIONALITY, CONDITION, PERFORMANCE, OPERABILITY, OR USE. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM ONE JURISDICTION TO ANOTHER.

**7.3.** Any covenant herein by us shall not be construed or implied to warrant and represent that products made with the Nutrient Products will meet any safety, performance, or other standards, whether imposed by any instrumentality of government or otherwise. We make no representations, extend no warranties of any kind, either express or implied, and assume no responsibilities whatsoever with respect to manufacture, use, sale, or other disposition by you of products made or methods employed with the Nutrient Products.

**7.4.** YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING LIMITED WARRANTY SHALL BE, AT OUR OPTION, EITHER (A) REPAIR OR REPLACEMENT OF THE NUTRIENT PRODUCT SO THAT IT CONFORMS TO THE FOREGOING LIMITED WARRANTY, OR (B) PRORATED REFUND OF THE FEE THAT YOU PAID TO LICENSE THE NUTRIENT PRODUCT. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, LOSSES RESULTING FROM BUSINESS INTERRUPTION, SERVICE INTERRUPTION, DELAY, UNAVAILABILITY, INOPERABILITY, INACCURACY, ERROR, OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY UNDER WHICH SUCH LIABILITY MAY BE ASSERTED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WE SHALL HAVE NO LIABILITY WITH RESPECT TO ANY DATA THAT IS READ, ACCESSED, STORED OR PROCESSED WITH THE NUTRIENT PRODUCTS, OR FOR THE COSTS OF RECOVERING ANY SUCH DATA. EXCEPT FOR LIABILITY ARISING FROM SECTION 8 OR SECTION 10 OF THIS AGREEMENT, IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY YOU TO LICENSE THE NUTRIENT PRODUCTS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 8. Indemnification

**8.1.** Licensor agrees to indemnify and hold harmless Licensee and its respective directors, officers, employees, agents, and affiliates against any and all Losses arising out of any claim against Licensee asserted by a third party based upon an actionable claim that the Nutrient Products, or any intellectual property related thereto, infringes upon the intellectual property rights of a third party.

**8.2.** Licensor's indemnification obligations hereunder are expressly conditioned on Licensee (i) providing prompt notice of the claim to Licensor, (ii) giving Licensor sole control of the defense and settlement of the claim, (iii) reasonably cooperating with Licensor, and (iv) not having compromised or settled such claim in any way nor having made any admissions with respect to such claim without Licensor's prior written consent.

**8.3.** Should Licensee become (or in the opinion of Licensor, be likely to become) the subject of a claim of infringement of any third party's intellectual property rights, Licensor may at its option and at no cost to Licensee (a) procure for Licensee the right to continue to use the Nutrient Products, or (b) replace or modify the Nutrient Products to make such Nutrient Products non-infringing, without material loss of features, functions or performance.

**8.4.** This Section will not apply to the extent that the alleged claim of intellectual property infringement is based on (a) the use of other than the then-latest release of the Nutrient Products, if such infringement could have been avoided by use of the latest release of the Nutrient Products; (b) the use of a combination of the Nutrient Products with other materials not provided by or instructed for use by Licensor; (c) Licensor's compliance with designs or specifications of Licensee; or (d) modifications made by parties other than Licensor or a party acting on Licensor's behalf.

**8.5.** THIS SECTION STATES LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE NUTRIENT PRODUCTS OR ANY PARTS OR USE THEREOF INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND LICENSOR WILL HAVE NO ADDITIONAL LIABILITY WITH RESPECT TO ANY ALLEGED OR PROVEN INFRINGEMENT.

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## 9. Member Account, Password, and Security

**9.1.** Accessing your Subscription to Nutrient Products requires you to open an account, register, and/or pass secure credentials; you must complete this process by providing current, complete and accurate information. You are entirely responsible for maintaining the confidentiality of your account details including any passwords or other security keys. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to promptly notify us of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's account at any time.

**9.2.** Regarding Subscriptions for Hosted Product(s): to the extent that we process any personal data on your behalf when performing our obligations under this Agreement, the Nutrient Data Processing Agreement (available at https://nutrient.io/legal/Data_Processing_Agreement.pdf) shall apply and is incorporated herein by reference as if fully set forth herein.

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## 10. Confidentiality

**10.1.** Each Party may have access to non-public information provided by the other Party ("Confidential Information"). Confidential Information includes, without limitation, the technical, financial, and/or business information and plans of the other Party, and all information identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential based on the circumstances of disclosure. The terms and conditions set forth in this Agreement, including the pricing, are Confidential Information, provided, however, that either Party may reveal the contents of this Agreement in confidence to auditors or other agents of such Party, in confidence in connection with a financing transaction, merger, acquisition of stock or assets or the like, or as required or advised in connection with legal compliance.

**10.2.** A Party's Confidential Information will not include information that: (i) is or becomes publicly known through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure; (iii) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (iv) is independently developed by the other Party without using any Confidential Information. Further, a Party may disclose Confidential Information as required by any court or other governmental body or as otherwise required by law or regulation to be disclosed.

**10.3.** The Parties agree to hold each other's Confidential Information in confidence during the Agreement Term and for a period of three (3) years after the date of termination of this Agreement.

**10.4.** Each Party agrees:

- **10.4.1.** to hold the other Party's Confidential Information in strict confidence in accordance with this Agreement;
- **10.4.2.** to exercise at least the same care in protecting the other Party's Confidential Information from disclosure as the Party uses with regard to its own Confidential Information, but in no event less than reasonable care;
- **10.4.3.** to restrict dissemination of Confidential Information within its organization to employees/personnel/contractors having a need to know such information for the purpose of this Agreement, in connection with the purposes of this Agreement, and to ensure that such employees/personnel/contractors are informed of the proprietary and confidential nature thereof and that they agree to and observe the requirements of confidentiality in accordance with this Agreement;
- **10.4.4.** not to disclose such Confidential Information to third parties (except as permitted above) without the prior, written consent of the disclosing Party; and
- **10.4.5.** not to use any Confidential Information for any purpose other than the purpose of this Agreement without the prior written consent of the disclosing Party.

**10.5.** Licensee will use best efforts and will take all reasonable steps to ensure that no unauthorized person shall have access to the Nutrient Product(s) and that no unauthorized copy, publication, disclosure, or distribution, in whole or in part, in any form of the Nutrient Product(s) shall be made. Licensee acknowledges that the Nutrient Products contain valuable Confidential Information and trade secrets of Licensor and that unauthorized use and/or copying are harmful to the financial interests of Licensor.

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## 11. Data

**11.1.** Except for the rights expressly granted herein, all rights, titles, and interests in and to any and all proprietary rights and intellectual property rights in all the data or information submitted by or on behalf of Licensee to Nutrient ("Customer Data"), will remain with and be the exclusive property of

Licensee. Customer Data is deemed the Confidential Information of Licensee under this Agreement.

## 12. Relevant Communication

**12.1.** All relevant notifications concerning this Agreement are to be carried out in writing to the last disclosed address, provided no other form is mandatory by law. A notification via fax or email shall be deemed to be given as a writing. Each Party is obligated to notify the other Party of any changes in their contact address or information. Otherwise, notifications to the last disclosed address are deemed to be delivered when given.

## 13. Applicable Law

**13.1.** Both Parties agree to the application of the laws of Austria with the exclusion of its conflict of law rules to govern, interpret, and enforce all of the Parties' rights, duties, and obligations arising from or relating in any manner to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**13.2.** For all disputes arising out of or related to this Agreement, the sole place of jurisdiction shall be the relevant court in Vienna, Austria. Both Parties hereby submit to the personal jurisdiction of such court and waive any such jurisdictional arguments to the contrary.

## 14. Miscellaneous

**14.1.** This Agreement constitutes the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. You agree that additional or different terms on your purchase order or from any other previous oral or written discussions or negotiations shall not apply. Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

**14.2.** Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

**14.3.** Any waiver, modification, or amendment of this Agreement must be made in writing and signed by authorized representatives of each Party. This also applies to any deviation of this writing requirement. No collateral agreements to this Agreement have been made.

**14.4.** Nutrient may, without notice and at its sole discretion, change the name or logo applied to any Nutrient Products and product components at any time—without loss of features, functions or performance. These changes do not alter Subscriptions for any Products, the Subscription Term, or this Agreement. These changes do not give you any right to terminate your Subscription for a Product, the Subscription Term, or this Agreement. In the event that any names or logos for Nutrient Products or product components are changed during the term of the Agreement, the

relevant terms and conditions set forth in this Agreement and the Subscription Order Form shall continue to apply to the renamed Products and components.

**14.5.** We shall be permitted to list and disclose on our website your name, logo, and your products that include the Nutrient Products. With prior written consent from you, which shall not be unreasonably withheld, we may include details of Nutrient's relationship with you in any training, marketing or promotional material produced by us or on our behalf in relation to Nutrient or its Products.

**14.6.** This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving you) without our prior written consent, and any action or conduct in violation of the foregoing shall be a material breach of this Agreement. We expressly reserve the right to assign this Agreement and to delegate any of our obligations hereunder.

**14.7.** Should any provision of this Agreement be invalid or become invalid or should this Agreement contain an omission, then the legal effect of the other provisions shall not be affected hereby. Instead of an invalid provision, a valid provision is deemed to have been agreed upon which comes closest to what the Parties intended commercially. The same applies in the case of an omission.

This Agreement shall become effective upon the earliest of the following (the "Effective Date"): the date on which the Parties fully execute the first Subscription Order Form between them or when the first payment of an invoice is made.