AMMP TERMS OF SERVICE

These Terms of Service (the **"Terms"**) apply to all proposals, Quotations, Orders, agreements and services provided by AMMP Technologies B.V., a company established in Amsterdam, the Netherlands and registered with the Dutch Chamber of Commerce under registration number 73076872, hereafter referred to as **"Provider"**.

1. **SAAS SERVICES AND SUPPORT**

   1.1. This Agreement, is between Provider and the client company, hereafter referred to as "Customer". Provider and Customer are jointly referred to as "Parties".

   1.2. To use the Services, upon the conclusion of the Agreement, the Customer will be provided with primary account and login information (username and password) to access the Service. The Customer can create accounts for additional users ("End Users"), to use Services under Customer's supervision.

   1.3. Customer is responsible for compliance with these Terms by all End Users. Customer is responsible for how End Users use Customer Data, even if those End Users are not part of Customer's organization or domain.

   1.4. Customer must require that all End Users keep their user IDs and passwords for the Services strictly confidential and do not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. Customer is responsible for any and all actions taken using End User Accounts and passwords, and agrees to immediately notify Provider of any unauthorized use of which Customer becomes aware.

   1.5. Subject to the terms of this Agreement, Provider will use commercially reasonable efforts to provide Customer the Services. Unless Parties conclude a separate service level agreement (SLA), Provider does not give any guarantees regarding to availability of the Service (see Article 7). In case of a conflict between a provision in the SLA and these Terms , the provision in the SLA shall prevail.

2. **RESTRICTIONS AND RESPONSIBILITIES**

   2.1. Except as otherwise expressly permitted in these Terms, Customer will not: (a) reproduce, modify, adapt or create derivative works of the Services or any software,

documentation or data related to the Services ("Software"); (b) rent, lease, distribute, sell, sublicense, transfer or provide access to the Services to a third party; (c) use the Services for the benefit of any third party; (d) incorporate any Services or any Software into a product or service Customer provides to a third party; (e) interfere with or otherwise circumvent mechanisms in the Services intended to limit Customer's use; (f) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Services or any Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to Provider); (g) remove or obscure any proprietary or other notices contained in any Services; (h) use the Services or Software for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Services or Software; or (j) encourage or assist any third party to do any of the foregoing.

2.2. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Provider hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Provider's standard published policies then in effect (the "Policies") and all applicable laws and regulations.

2.4. Customer hereby agrees to indemnify and hold harmless Provider against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

2.5. Although Provider has no obligation to monitor Customer's use of the Services, Provider may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.6. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

2.7. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and End User passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. **CONFIDENTIALITY**

3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Provider to enable the provision of the Services including non-public information of its clients ("Customer Data").

3.2. The Receiving Party agrees:

  i.   to take reasonable precautions to protect such Proprietary Information, and

  ii.   not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after ten (10) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4. **DATA PROTECTION AND SECURITY**

4.1. Customer shall own all right, title and interest in and to the Customer Data. Provider receives a limited license to use this Customer Data for the Services, including for future aspects thereof. Customer can cancel this license by terminating the Agreement and requesting the removal of all data.

4.2. Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all Intellectual Property Rights related to any of the foregoing.

4.3. Notwithstanding anything to the contrary, Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer's and End Users' use of the Services and otherwise in connection with these Terms, as well as information concerning Customer Data and data derived therefrom), and Provider will be free (during and after the term hereof) to

   i.   use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Provider offerings, and

   ii.   disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4.4. Customer warrants to Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement, and that the processing of that Personal Data by the Provider for the permitted purpose in accordance with this Agreement will not breach any applicable data protection or data privacy laws.

4.5. To the extent that Provider processes Personal Data disclosed by the Customer, the Provider warrants that:

   i.   Provider will act only on instructions from the Customer in relation to the processing of that Personal Data;

   iii.   Provider has in place appropriate security measures (both technical and organizational) against unlawful or unauthorized processing of that Personal Data and against loss or corruption of that Personal Data; and

   iv.   Provider will not transfer or permit the transfer of that Personal Data outside the EEA without the prior written consent of the Customer.

4.6. Nothing in these Terms prevents Provider from disclosing Customer Data to the extent required by law, subpoenas or court orders; Provider will use commercially reasonable efforts to notify Customer where permitted to do so. Provider strives to balance Customer's privacy rights with other legal requirements.

4.7. If Customer is in the EEA, Switzerland, or are otherwise subject to the territorial scope of Regulation (EU) 2016/679 (General Data Protection Regulation) or any successor legislation, Customer can request and complete the AMMP Technologies Data Processing Addendum by emailing support@ammp.io.

4.8. Customer will not submit to the Services (or use the Services to collect) any Sensitive Data, as defined in Article 10. Customer also acknowledge that Provider is not acting as Customer's Business Associate or subcontractor (as such terms are defined and used in HIPAA). The Services are neither HIPAA nor PCI DSS compliant. Notwithstanding any other provision to the contrary, Provider has no liability under these Terms for Sensitive Data.

5. **PAYMENT OF FEES**

5.1. Customer will pay Provider the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees").

5.2. If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein provided that the Customer was notified beforehand and additional fees pre-agreed.

5.3. Provider reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer, and subject to acceptance by the Customer.

5.4. If Customer believes that Provider has billed Customer incorrectly, Customer must contact Provider no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment

or credit. Inquiries should be directed to Provider's customer support (support@ammp.io).

5.5. Provider may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Provider no more than fourteen (14) days after the mailing date of the invoice.

5.6. Unpaid amounts are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

5.7. Customer shall be responsible for all taxes associated with Services other than withholding taxes based on Provider's net income.

5.8. To the extent that any such taxes or duties are payable by Provider, Customer must pay to Provider the amount of such taxes or duties in addition to any Fees owed under these Terms. Notwithstanding the foregoing, if Customer has obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed, Customer may provide Provider with such exemption information, and Provider will use reasonable efforts to provide Customer with invoicing documents designed to enable Customer to obtain a refund or credit from the relevant revenue authority, if such a refund or credit is available.

5.9. Customer will pay all fees net of any applicable withholding taxes. Customer and Provider will work together to avoid any withholding tax if exemptions, or a reduced treaty withholding rate, are available. If Provider qualifies for a tax exemption, or a reduced treaty withholding rate, Provider will provide Customer with reasonable documentary proof. Customer will provide Provider reasonable evidence that Customer has paid the relevant authority for the sum withheld or deducted.

5.10. If Customer is located in Nigeria, the Customer is required to remit correct VAT to FIRS at the latest by the 21st day of the month following any payments made to AMMP and referencing AMMP's Tax ID number 21312107-0001 in the reference field when making the payment to FIRS. Customer is required to provide proof of VAT payment i.e. Bank Transfer Telex Copy to AMMP.

6. **TERM AND TERMINATION**

6.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term, unless either party requests termination at least thirty (30) days prior to the end of the then-current term, or as otherwise agreed.

6.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of non-payment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

6.3. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. **WARRANTIES AND DISCLAIMER**

7.1. Each Party represents and warrants that it has the legal power and authority to enter into these Terms.

7.2. Provider warrants that they shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services, and shall perform the Implementation Services to a high standard, in accordance with applicable requirements outlined on the Order Form. (the "Performance Warranty")

7.3. Provider warrants, for Customer's benefit only, that Provider shall use commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful materials into the Services. Provider will not be responsible for harmful materials submitted by Customer or End Users.

7.4. Provider will use commercially reasonable efforts, at no charge to Customer, to correct reported non-conformities with the Performance Warranty. If Provider determines corrections to be impracticable, either Party may terminate the applicable Service Term. In this case, Customer will receive a refund of any fees Customer has pre-paid for use of the Services for the terminated portion of the applicable Service Term. The Performance Warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the

non-conformity was caused by misuse, unauthorized modifications or third-party products, software, services or equipment or (iii) to No-Charge Products. Provider's sole liability, and Customer's sole and exclusive remedy, for any breach of the Performance Warranty are set forth in this Article 7.

7.5. <u>WARRANTY DISCLAIMER</u>. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 7, ALL SERVICES, SUPPORT AND ADDITIONAL SERVICES ARE PROVIDED "AS IS," AND PROVIDER AND PROVIDER'S SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING PROVIDER'S EXPRESS OBLIGATIONS IN THESE TERMS, PROVIDER DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT PROVIDER WILL REVIEW CUSTOMER'S DATA FOR ACCURACY OR THAT PROVIDER WILL PRESERVE OR MAINTAIN CUSTOMER'S DATA WITHOUT LOSS. CUSTOMER UNDERSTANDS THAT CUSTOMER'S USE OF THE SERVICES NECESSARILY INVOLVES TRANSMISSION OF CUSTOMER DATA OVER NETWORKS THAT PROVIDER DOES NOT OWN, OPERATE OR CONTROL, AND PROVIDER IS NOT RESPONSIBLE FOR ANY CUSTOMER DATA LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS. PROVIDER CANNOT GUARANTEE THAT PROVIDER'S SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF CUSTOMER'S DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT PROVIDER'S SECURITY MEASURES OR THOSE OF THIRD PARTY SERVICE PROVIDERS. PROVIDER WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE PROVIDER'S REASONABLE CONTROL. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

8. **LIMITATION OF LIABILITY**

8.1. EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS SUPPLIERS' AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER THESE TERMS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

8.3. **"Excluded Claims"** means (1) amounts owed by Customer under any Orders, (2) either party's express indemnification obligations in these Terms, (3) breach of Provider's warranties, and obligations herein and (4) Customer's breach of Article 2.1 (Restrictions)

9. MISCELLANEOUS

9.1. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein.

9.2. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.3. Customer may not assign or transfer these Terms without Provider's prior written consent. As an exception to the foregoing, Customer may assign these Terms in their entirety (including all Orders) to Customer's successor resulting from a merger, acquisition, or sale of all or substantially all of Customer's assets or voting securities, provided that Customer provides Provider with prompt written notice of the assignment and the assignee agrees in writing to assume all of Customer's obligations

under these Terms. Any attempt by Customer to transfer or assign these Terms except as expressly authorized above will be null and void. Provider may assign its rights and obligations under these Terms (in whole or in part) without Customer's consent. Provider may also permit its Affiliates, agents and contractors to exercise Provider's rights or perform Provider's obligations under these Terms, in which case Provider will remain responsible for their compliance with these Terms. Subject to the foregoing, these Terms will inure to the Parties' permitted successors and assigns.

9.4. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Provider in any respect whatsoever.

9.5. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

9.6. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

9.7. This Agreement shall be governed by the laws of the Netherlands without regard to its conflict of laws provisions.

9.8. Provider may identify Customer as an AMMP Technologies customer in Provider's promotional materials. Provider will promptly stop doing so upon Customer's request sent to support@ammp.io.

10. DEFINITIONS

Certain capitalized terms are defined in this Section 10, and others are defined contextually in these Terms.

"Agreement": the Quotation and/or Order (as applicable), the terms in this document and any Annexes.

"Customer": a legal- or governmental entity that concludes an Agreement with Provider in order to use the Services.

"**Customer Data**": all data, works and materials: uploaded to or stored on the Services by the Customer; transmitted by the Services at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Services; or generated by the Services as a result of the use of the Services by the Customer;

"**Documentation**": the documentation for the Services produced by the Provider and delivered or made available by the Provider to the Customer.

"**Effective Date**": the date of execution of this Agreement.

"**Force Majeure Event**": an event, or a series of related events, that is outside the reasonable control of the party affected (including, but not limited to, failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

"**Implementation Services**": steps taken by Provider to adapt, customize, augment, or otherwise put in place Services with the objective of providing functionality as sought by and agreed with Customer.

"**Intellectual Property Rights**": all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (including copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

"**Support Hours**": Weekdays from 09:00 – 17:00 CET/CEST, with the exclusion of Public Holidays in the Netherlands, unless specified otherwise in a Service Level Agreement.

"**Order**": a document to accompany these Terms containing a commercial agreement for provision of Services and, if applicable, deviating terms.

"**Parties**": Customer and Provider.

"**Personal Data**": as defined in article 1 sub a of the Dutch Data Protection Act.

"**Policies**": Provider's Acceptable Use Policy, Privacy Policy, Support Policy, and (unless specified) any other policies or terms referenced in these Terms.

"Quotation": a document to accompany these Terms containing a detailed description and pricing of the Service and, if applicable, deviating terms.

"SaaS": Software as a Service.

"Service(s)": any services that the Provider provides to the Customer, or has an obligation to provide to the Customer under this Agreement.

"Sensitive Data": any (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) patient, medical or other protected health information regulated by HIPAA; (iii) credit, debit or other payment card data subject to PCI DSS; (iv) other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations); (v) social security numbers, driver's license numbers or other government ID numbers; or (vi) any data similar to the foregoing that is protected under foreign or domestic laws or regulations.

"Service Term": Customer's permitted subscription period for Services, as set forth in the applicable Order.

"Terms": the present Terms of Service.