

## CUSTOMER AGREEMENT

The present terms and conditions (these “**Terms**”) govern the purchase by the “**Customer**” of a subscription to access DigiPart services, from the relevant Spare Parts 3D entity (“**SP3D**”). These terms are incorporated by reference in the document issued by SP3D for the supply, such as a quote or a purchase order (the “**Order Document**”). The Order Document and these Terms, once approved by the Customer, form an agreement between SP3D and the Customer (this “**Agreement**”). In the case of any conflicts or inconsistencies, these Terms shall prevail over the Order Document. SP3D will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter the Agreement) including for example, any term, condition or other provision (a) submitted by, or on behalf of, the Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any request for bid, request for proposal, request for information, or other questionnaire, or (c) related to any invoicing process that the Customer submits or requires SP3D to complete.

Each a “**party**” and together the “**parties**”.

This Customer Agreement (this “**Agreement**”) contains the terms and conditions that govern the Customer’s receipt of, access to and use of the Offerings (as defined below). This Agreement takes effect when the initial subscription period is paid in full. Capitalized terms used in this Agreement have the meaning defined in Section 13.

### 1. Subscription and use of the Offerings

- 1.1 As at the date of this Agreement, the Customer has opted to subscribed only to DigiPart Access and Use. The commercial terms of such use rights are set out in the Order Document. The terms and conditions governing such use rights are set out in the DigiPart Access Rights Terms And Service Level Agreement in Schedule 1. Should the Customer desire to subscribe to other Offerings, the Parties will amend this Agreement to include the applicable Offering Terms per SP3D’s standards forms.
- 1.2 Each Offering is governed by this Agreement and further governed by the applicable Offering Terms. Service Level Agreements apply to certain Offerings. The Offering Terms and Service Level Agreements are incorporated by reference in this Agreement and form an integral part of it. In the case of any conflicts or inconsistencies, the applicable Offering Terms shall prevail over this Agreement but only to the strict extent of that conflict or inconsistency. No Offering Terms apply until and unless the Customer subscribe to such Offering. As at the date of this Agreement, the Customer only wishes to subscribe to Consultancy Services. As such, only this Agreement, the Consultancy Terms and the relevant Consultancy Statement(s) of Work (which precisely describe the consultancy works to be provided) will apply to the Customer, and no other terms.

### 2. Data Security

- 2.1 SP3D understand that Customer’s Content is highly sensitive, and an adequate protection is necessary to avoid losses to Customer. Without limiting Section 8 or the Customer’s obligations under Section 3.2, SP3D will implement reasonable measures designed to secure Customer’s Content against accidental or unlawful loss, access or disclosure. SP3D will use the services of a reputable third party cloud storage service provider, namely Amazon Web Services, for cloud storage in connection with the Services and relies on the security systems implemented by such service provider. SP3D takes no responsibility for such service provider, including with respect to the security of Customer’s Content stored on such service provider’s systems.
- 2.2 SP3D will not be responsible for any Customer’s Content which is delayed, lost, altered, intercepted or stored during the transmission of any such Content whatsoever across networks not owned or controlled by SP3D, provided that such delay, loss, alteration, interception or storage did not happen as a consequence of an act or omission by SP3D.

### **3. Customer's Responsibilities**

- 3.1 **Customer's Accounts.** Except to the extent caused by SP3D's breach of this Agreement, (a) the Customer is responsible for all activities that occur under its account(s), regardless of whether the activities are authorized by the Customer or undertaken by the Customer, its employees or a third party (including the Customer's contractors or agents), and (b) SP3D and its affiliates, and their respective employees, officers, directors, contractors and representatives, are not responsible for unauthorized access to the Customer's account(s).
- 3.2 **Customer's Content.** The Customer hereby grants SP3D a right to store, use or process any Customer's Content shared with SP3D for the sole purpose of, and to the extent required for, performing the Offerings.
- 3.3 **Security and Backup.** Without limiting SP3D's obligations provided in section 2 above, the Customer, when applicable, is responsible for ensuring that Customer's systems that will operate the Customer's Content which will be used in the Offerings contain appropriate security and protection, which might include use of encryption to protect Customer's Content from unauthorized access and routinely archiving Customer's Content at Customer's end. Nothing in this section relieves SP3D from the security guarantees provided in this agreement, including, without limitation, in section 2.
- 3.4 **Log-In Credentials and Account Keys.** log-in credentials generated by the Services are for the Customer's internal use only and the Customer will not sell, transfer or sublicense them to any other entity or person, except that it may disclose log-in credentials to its agents and subcontractors performing work on its behalf. SP3D will assure proper security measures to safeguard Customer's log-in credentials and will not, under any circumstances, use such log-in credentials for any purposes.
- 3.5 **Hardware.** The Customer will provide hardware, software and connectivity to access and use the Services.
- 3.6 **No on-premises implementation.** For the avoidance of doubt, Access Rights to DigiPart Services and Cloud Storage Services do not include any works for build phase for software customization, implementation, integration at or with the Customer's premises or systems and/or the development of APIs. Such services may be specifically included in the scope of a dedicated Offering.
- 3.7 **General cooperation.** The Customer must make available reasonable information and resources (including from its personnel) as necessary to assist SP3D to perform the Services or deliver the Goods.

### **4. Billing and Payment**

- 4.1 **Billing.** SP3D calculates and bill prices, fees and charges in accordance with the terms of the applicable Offering Terms. If the Offering Terms are silent on billing frequency, SP3D bills on a monthly basis in advance.
- 4.2 **Payment.** The Customer will pay SP3D the applicable price, fees and charges for purchase or use of the Offerings as set out in the applicable Offering Terms by wire transfer of available funds on SP3D's designated account without setoff or counterclaim, and without any deduction or withholding, and in the agreed currency. Late payments are subject to interest calculated from the date payment is due at a rate of one and one half percent (1.5%) per month, up to and only up to the maximum rate allowed by applicable law.
- 4.3 **Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by the Customer are exclusive of Indirect Taxes. SP3D may charge and the Customer will pay, or if applicable refund, applicable Indirect Taxes that SP3D is legally obligated or authorized to collect from the Customer, unless the Customer can demonstrate that it is validly exempted from such Indirect Taxes. Customer must provide such information to SP3D as reasonably required to determine whether SP3D is obligated to collect Indirect Taxes from the Customer. If any such deduction or withholding (including but not

limited to cross-border withholding taxes) is required on any payment, the Customer will pay such additional amounts as are necessary so that the net amount received by SP3D is equal to the amount then due and payable under this Agreement.

## 5. Term; Termination

5.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect for three (3) months from the Effective Date, unless early terminated under this Section 5. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 5.2. No later than six (6) months prior to the expiry of this Agreement, the Parties will discuss whether to renew this Agreement by mutual agreement. If any Offerings are still current at the time of expiry of this Agreement, this Agreement will survive for the sole purpose of governing such Offering but no new Offerings may be ordered after the said expiry date.

### 5.2 Termination

(a) Termination for Cause. Each Party may also terminate this Agreement and/or any and all of the then subscribed Offerings immediately upon notice to the other Party (A) for breach of this Agreement (B) by SP3D, if SP3D's relationship with a third-party partner who provides software or other technology SP3D uses to provide the Offerings expires, terminates or requires SP3D to change the way SP3D provides the software or other technology as part of the Offerings, or (C) in order to comply with the law or requests of governmental entities.

### 5.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

- (i) except as provided in Section 5.3(c) and sub-paragraph (iv) below, all the Customer's rights under this Agreement immediately terminate, except the right to hold, storage and use on its own systems the results provided by SP3D as a result of the Services or other Offerings provided to Customer, which will continue independently of the Termination Date, but without access to the DigiPart platform;
- (ii) the Customer remains responsible for all fees and charges incurred through the Termination Date.
- (iii) SP3D will immediately return or, if instructed by Customer, destroy all Customer's Content in its possession; and
- (iv) Sections 3.1, 4, 5.3, 6 (except the license granted to the Customer in Section 6.3), 9, 10, 12 and 13 will continue to apply in accordance with their terms.

(b) Termination of this Agreement or any Offering will not affect any right or remedy which has accrued due at the Termination Date.

(c) Post-Termination. For a reasonable period of time following the Termination Date, unless the Customer and SP3D have entered into a new contract in relation to Customer's Content hosted by SP3D:

- (i) SP3D will not take action to remove from the SP3D systems any of Customer's Content as a result of the termination unless instructed to do so by the Customer; and
- (ii) upon expiry of that period, SP3D may delete Customer's Content from its systems, subject to any mandatory retention of data in accordance with applicable laws or backup policies or Content which SP3D may elect to retain as needed for litigation purpose.

## 6. Proprietary Rights

6.1 Customer's Content. Except as provided in Section 3.2 and this Section 6, SP3D does not obtain any rights under this Agreement from the Customer (or the Customer's licensors) to the

Customer's Content. SP3D is aware that Customer's Content is highly sensitive and confidential and undertakes to keep it in secrecy, independently of any markings, and that it will not disclose the Customer's Content to any third party during and after the validity of this Agreement, any associated agreement and/or any Offering Terms.

- 6.2 Non-infringement. The Customer confirms that it is legally permitted to transfer the Customer's Content onto SP3D's systems and that such Customer's Content does not infringe third party rights. SP3D reserves the right to suspend the Services in case of claim by any third party that Customer's Content infringes its rights. In such circumstances, SP3D also reserves the right to return to the Customer and delete from its systems any such incriminated Customer's Content.
- 6.3 Service License. SP3D retains all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights, including without limitations SP3D IP. Any right in any improvements of the Services, and related technology and intellectual property rights, remain vested with SP3D, irrespective to the extent of the Customer's contribution in such improvement. Subject to the terms of this Agreement, SP3D hereby assigns to the Customer all rights over the data consisting in the results of the Services, which the Customer can use at its discretion on its own systems but without access to the DigiPart platform. The terms governing the access to DigiPart, if the Customer subscribes to this Offering, are further set out in the DigiPart Access Rights Terms. Except as provided in this Section 6.3 or the applicable Offering Terms, the Customer obtains no rights under this Agreement from SP3D or its affiliates to the Service Offerings, including any related intellectual property rights.

## 7. Indemnification

- 7.1 General. Either Party will defend, indemnify, and hold harmless the other Party, its affiliates and licensors, and their respective employees, officers, directors, contractors and representatives from and against any Losses arising out of or relating to any third-party claim concerning, provided that such Losses arise out of a proven voluntary act or omission by the other Party: (a) the other Party's use or execution of the Offerings (including any activities under the Customer's account and use by its employees and personnel); or (b) violation of applicable law or third party rights, but in no case any such Losses will surpass the amount paid by Customer to SP3D under this Agreement. The guilty Party will reimburse the other Party for reasonable attorneys' fees, as well as such Party's employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (b) above at the innocent Party's then-current hourly rates.
- 7.2 Intellectual Property
- (a) Subject to the limitations in this Section 7 and in Section 9, SP3D will defend the Customer and its employees, officers, and directors against any third-party claim alleging that the Services, the SP3D's Content, DigiPart or any other Offerings infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- (b) SP3D will have no obligations or liability arising from the Customer's use of the Offerings after SP3D has notified the Customer to discontinue such use. The remedies provided in this Section 7.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Offerings or by the Customer's Content.
- 7.3 Process. The obligations under this Section 7 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

## 8. Disclaimers

- 8.1 General Disclaimers. Except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, or as specifically provided for in the applicable

Offering Terms, SP3D and its affiliates and licensors (a) make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Offerings and (b) disclaim all warranties, including any implied or express warranties (i) of merchantability, satisfactory quality or fitness for a particular purpose, and (ii) arising out of any course of dealing or usage of trade.

- 8.2 Service Offerings. The Service Offerings are provided “as is.” Without limiting any obligations under the Service Level Agreements, SP3D and its affiliates and licensors disclaim all warranties, including any implied or express warranties that the Service Offerings will be uninterrupted, error free or free of harmful components.

## **9. Limitations of Liability**

- 9.1 Either Party and their affiliates, and their respective employees, officers, directors, contractors and representatives, will not be liable for any indirect, incidental, special, consequential, punitive or exemplary damages (including damages for loss of profits, revenues, customers, opportunities, goodwill, use, or data), property damage, bodily injury or wrongful death, even if a party has been advised of the possibility of such damages. In any case, without limiting any lower liability cap which may be set out in the applicable Offering Terms, either Party’s and their affiliate’s aggregate liability under this Agreement or the applicable Offering Terms will not exceed the amount actually paid by the Customer under the relevant Offering, or portion of Offering, that gave rise to the claim during the 6 months before the liability arose. The limitations in this Section 9 apply only to the maximum extent permitted by applicable law.

## **10. Personal Data and Privacy**

- 10.1 The Customer must inform SP3D prior to providing any Customer Content consisting of personal data and identify such personal data to SP3D.
- 10.2 To the extent personal data is exchanged under this Agreement, each party must comply with applicable laws and regulations in relation to the other party’s personal data it holds or processes.

## **11. Modifications to the Agreement**

- 11.1 SP3D may modify any Offering Terms or Service Level Agreements at any time by notifying the Customer in accordance with Section 12.11 provided, however, that (a) SP3D will provide at least 30 days’ advance notice for adverse changes to any Offering Terms or Service Level Agreement and that (b) the Customer has the right to reject the new Offering Terms or Service Level Agreement, and, in such case, the applicable fees will be paid solely for the portion of the Services or the Offerings that have been accepted by the Customer. Subject to the 30 day advance notice requirement with respect to adverse changes to Offering Terms or Service Level Agreements and Customer’s acceptance to such changes, the modified terms will become effective as stated in the notice; provided that any such modified terms will not govern any supply ordered prior to the effective date of such modification. By continuing to use the Offerings after the effective date of any modifications to the same, the Customer agrees to be bound by the modified terms.

## **12. Miscellaneous**

- 12.1 Assignment. The Parties may not assign or otherwise transfer this Agreement or any of the Customer’s rights and obligations under this Agreement without the other Party’s prior written consent. Any assignment or transfer in violation of this Section 12.1 will be void. Subject to the foregoing, this Agreement and any Offering Terms will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.
- 12.2 Subcontracting. SP3D may elect, under its sole responsibility, to subcontract all or part of any Offerings. In such case, SP3D shall be solely responsible for such subcontractor before the Customer and undertakes to make such subcontractor bound to all conditions of this and any associated agreement.
- 12.3 Entire Agreement. This Agreement incorporates the Offering Terms and the Service Level Agreements (namely, the Consultancy Statement of Work and Consultancy Terms) by reference and is the entire agreement between the Customer and SP3D regarding the subject matter of this Agreement. Unless with respect to certain agreements in force as at the date of this Agreement

which have been identified in writing by SP3D and the Customer, this Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Customer and SP3D, whether written or verbal, regarding the subject matter of this Agreement.

- 12.4 **Force Majeure.** No party will be liable for any delay or failure to perform any obligation under this Agreement (except for payment obligations) where the delay or failure results from any cause beyond the affected party's reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, network or device failure external to SP3D's data centers, including at the Customer's site or between the Customer's site and SP3D's data center earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Any such force majeure event affecting a supplier or subcontractor of SP3D will qualify as a force majeure event affecting SP3D.
- 12.5 **Governing Law.** Governing Laws, without reference to conflict of law rules, govern this Agreement and any Offering Terms and any dispute of any sort that might arise between the Customer or SP3D. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 12.6 **Disputes.** Any dispute or claim relating in any way to the Customer's use of the Offerings, or to any products or services sold or distributed by SP3D will be adjudicated in the Governing Courts and the Customer consents to exclusive jurisdiction and venue in the said Governing Courts. SP3D may elect to cease providing Goods or Services during the dispute.
- 12.7 **Trade Compliance**
- (a) In connection with this Agreement or any Offering Terms, each party will comply, and will procure that its directors, employees, agents or representative comply, with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, any laws and regulations applying to the trade and import/export of goods for military or nuclear use or dual-use and economic sanctions programs implemented by the Office of Foreign Assets Control.
  - (b) The Customer must notify SP3D in writing that any such Offering will be used in connection with any restricted party or territory or in relation to any regulated activity as listed in sub-paragraph (a) above and SP3D may in its entire discretion elect not to deliver such Offering. Such notification must be made prior to any order of any Offering or as soon as the Customer becomes aware of the same.
  - (c) The Customer is solely responsible for compliance related to the manner in which it chooses to use the Offerings, including the Customer's transfer and processing of Customer's Content, the provision of Customer's Content to End Users, the use or resale of any Goods sold by SP3D or its affiliates, and the region in which any of the foregoing occur, and the Customer will defend, indemnify, and hold harmless SP3D, its affiliates and licensors, and each of their respective employees, officers, directors, contractors and representatives from and against any Losses arising out of or relating to any breach of such compliance requirements or obligation to inform SP3D under sub-paragraph (b) above.
  - (d) The Customer represents and warrants that it and its financial institutions, or any party that owns or controls it or its financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.
- 12.8 **Independent Contractors; Non-Exclusive Rights.** The Customer and SP3D are independent

contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both Parties reserve the right to assist third parties who may offer products or services which compete with the other party's products or services.

- 12.9 Language. All communications and notices made or given pursuant to this Agreement must be in the English language.
- 12.10 Confidentiality and Publicity. Each party must keep the terms of this Agreement confidential. The Customer may use SP3D's Confidential Information only in connection with its receipt or use of the Offerings as permitted under this Agreement. The Customer will not disclose SP3D's Confidential Information during the Term or at any time during the 3-year period following the end of the Term. The Customer will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of SP3D's Confidential Information, including, at a minimum, those measures the Customer takes to protect the Customer's own confidential information of a similar nature. The Parties will not issue any press release or make any other public communication with respect to this Agreement or its receipt or use of the Offerings without the other Party's prior consent.
- 12.11 Notice. Notices under this Agreement must be in writing. A notice must be delivered personally or sent by e-mail, electronically or post to the other party at their last known address.
- 12.12 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 12.13 U.S. Government Rights. The Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Offerings. If the Customer is using the Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Customer will immediately discontinue its use of the Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 12.14 No Waivers. The failure by any party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers must be in writing to be effective.
- 12.15 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

### 13. Definitions

**"Account Information"** means information about the Customer that the Customer provides to SP3D in connection with the creation or administration of the Customer's SP3D account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with the Customer's SP3D account.

**"Affiliate"** means, in relation to either Party, a company which controls or is controlled by that Party.

**"Agreement"** has the meaning given to this term in the recitals.

**"API"** means an application program interface.

**"Anti-Corruption Laws"** mean any applicable foreign or domestic anti-bribery and anti-corruption laws, along with their implementing rules and regulations, as amended from time to time, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 ("UKBA"), Law No. 12.846, of 2013 ("Anti-Corruption Law"), and those laws and regulations

intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

**“Cloud Storage Terms”** means the Offering Terms for Cloud Storage Services as they may be updated by SP3D from time to time. For the avoidance of any doubt, Customer is not acquiring the Cloud Storage Services through this Agreement.

**“Consultancy Terms”** means the Offering Terms for Consultancy Services as they may be updated by SP3D from time to time.

**“Content”** means data, designs, text, audio, video or images.

**“Customer’s Content”** means Content that the Customer transfers to SP3D for processing, storage or hosting in the context of the Services and any computational results that the Customer derive from the foregoing through their use of the Services. Customer’s Content encompasses proprietary, sensitive and confidential information belonging to or held by Customer, and which must be preserved by SP3D in accordance with this Agreement. For the avoidance of any doubt, Customer’s Content does not include personal data.

**“DigiPart”** means the software developed and owned by SP3D which is the subject matter of the DigiPart Access and Use Offering. Any reference to DigiPart will be construed as a reference to any future versions of the version of DigiPart existing of the date of this Agreement, any successor software or any software with the same or equivalent features distributed by SP3D or its affiliates but under a different trademark.

**“DigiPart Access Rights Terms”** means the Offering Terms for DigiPart Access and Use Rights as they may be updated by SP3D from time to time.

**“Documentation”** means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services made available by SP3D as such user guides and admin guides may be updated by SP3D from time to time.

**“Effective Date”** has the meaning given to this term in the recitals;

**“End User”** means any individual working for Customer or entity related to Customer that directly or indirectly through another user: (a) accesses or uses the Customer’s Content; or (b) otherwise accesses or uses the Offerings under the Customer’s account.

**“Engineering Services Terms”** means the Offering Terms for Engineering Services as they may be updated by SP3D from time to time.

**“Good Offerings”** means the supply of any tangible goods under this Agreement.

**“Governing Laws”** and **“Governing Courts”** mean the Laws and Courts of Singapore.

**“Indirect Taxes”** means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

**“Losses”** means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).

**“Order Document”** means a document issued by SP3D and purporting a contractual arrangement between the Customer and SP3D in relation to the order of an Offering, as described in Section 1.1.

**“Offering”** means any of the supply of Goods or Service provided by SP3D or its affiliates under this Agreement.

**“Offering Terms”** means the terms and conditions governing the supply of any Offering by SP3D under this Agreement, as they may be updated by SP3D from time to time.

**“Personnel”** include the current officers, directors, employees, or any other individual or entity currently acting for or on behalf of the relevant Party to the agreement.

**“Service”** means each of the services made available by SP3D or its affiliates under this Agreement. Services do not include Third-Party Content.

**“Service Level Agreement”** means all service level agreements that SP3D offers with respect to

the Services and makes available to the Customer, as they may be updated by SP3D from time to time.

**“Service Offerings”** means the Services (including associated APIs), the SP3D Content, the SP3D Marks, and any other product or service provided by SP3D under this Agreement. Service Offerings do not include Third-Party Content.

**“SP3D Confidential Information”** means all nonpublic information disclosed by SP3D, its affiliates, business partners or their respective employees, contractors or agents that is expressly designated and marked as confidential. SP3D Confidential Information includes: (a) nonpublic information relating to its or its affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that they are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between SP3D and the Customer or their respective affiliates. SP3D Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Customer at the time of the Customer’s receipt from SP3D; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the Customer without reference to the SP3D Confidential Information. For the avoidance of any doubt, SP3D does not include, under any circumstances, any of Customer’s Content.

**“SP3D Content”** means Content that SP3D or any of its affiliates make available in connection with the Services to allow access to and use of the Services, including APIs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by SP3D’s personnel). SP3D Content does not include the Services or Third-Party Content nor, without prejudice to the terms of the license governing the Customer’s use of such deliverables, any deliverables under Consultancy Services or Engineering Services.

**“SP3D IP”** means any intellectual property rights (including trademarks, patents, computer software, copyrights, moral rights) owned or used as licensee by SP3D which SP3D uses or makes available in connection with the Offerings, but excluding Customer’s Content. SP3D IP specifically includes any intellectual property rights in DigiPart (including its source code), in its current or any future versions, any documents or reports generated using DigiPart and SP3D Marks.

**“SP3D Marks”** means any trademarks, service marks, service or trade names, logos, and other designations of SP3D, its affiliates and any portion of the Offerings that SP3D may make available to the Customer in connection with this Agreement or any Offering, including without limitations “Spare Parts 3D”, “SP3D” and “DigiPart” and their derivatives, whether registered or unregistered.

**“SP3D Site”** means the SP3D customer platform (and any successor or related site designated by SP3D), as may be updated by SP3D from time to time.

**“Supply on Order Terms”** means the Offering Terms for Supply of Spare Parts On Order as they may be updated by SP3D from time to time;

**“Term”** means the term of this Agreement described in Section 5.1.

**“Termination Date”** means the effective date of termination provided in accordance with Section 5.2, in a notice from one party to the other.

**“Test Period”** means a period of six (6) months starting on the commencement date of the relevant Offering where such Test Period is provided in the applicable Offering Terms. Where the term of an Offering is renewed automatically, no Test Period will apply unless otherwise agreed. SP3D has agreed to provide Customer with a Test Period of the DigiPart for the purposes to use the Services provided under this Agreement.

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## Schedule 1

### DIGIPART ACCESS RIGHTS TERMS AND SERVICE LEVEL AGREEMENT

The present terms and conditions (these “**Terms**”) govern the Customer’s access to and use of DigiPart. These terms are governed by the Customer Agreement between the relevant Spare Parts 3D entity (“**SP3D**”) and the Customer and are incorporated by reference in the Customer Agreement. In the case of any conflicts or inconsistencies, these Terms shall prevail over the Customer Agreement but only to the strict extent of that conflict or inconsistency. Capitalized terms used in these Terms have the meaning defined in the Customer Agreement.

#### 1. **Subscription and use of the Offerings.**

1.1 Generally. The Customer may subscribe access and use the DigiPart Access Rights by way of a dedicated standalone, agreement, a purchase order under the Customer Agreement or an electronic subscription on the SP3D Site (a “**Subscription Form**”).

#### 2. **Limited Access Rights; negative covenants**

2.1 The Customer and any of its End Users may access or use DigiPart in any manner or for any purpose other than as expressly permitted by these Terms or in the relevant Subscription Form.

2.2 Without prejudice to any restrictions otherwise set out in the Customer Agreement, these Terms or a Subscription Form, the Customer and its End Users may only access and use DigiPart as follows:

- (a) for the sole purpose of performing digital inventory management applied to spare parts; ordering supply of parts from SP3D or any of SP3D’s qualified suppliers; ordering consultancy or engineering services from SP3D; or using SP3D cloud storage services; or any other functions or capabilities to be implemented by SP3D (such supply or services to be further governed by relevant Offering Terms in each case);
- (b) provided that the business described in sub-paragraph (a) above is carried out for the sole purpose of the Customer’s business line and in the area identified in the Subscription Form;
- (c) if applicable, for a maximum number of End Users set out in a Subscription Form; and
- (d) only as long as the Customer has subscribed to the DigiPart Access Rights Offering, is up to date of the payment of associated fees and such Offering has not been terminated by either Party in accordance with the Customer Agreement.

2.3 Neither the Customer nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in, DigiPart, (b) reverse engineer, disassemble, or decompile DigiPart or apply any other process or procedure to derive the source code of DigiPart, (c) access or use DigiPart in a way intended to avoid incurring fees or exceeding usage limits or quotas, (d) resell or sublicense their rights to access and use DigiPart; or (e) undertake any actions that would interfere with the proper performance of the DigiPart or violate any restrictions included in DigiPart.

2.4 The Customer’s attention is drawn to the fact that, in accordance with the provisions of the Customer Agreement, SP3D may suspend or terminate, in part or in full, the Customer’s and its End Users’ access to DigiPart in the event of any breach, or suspected breach, of the provisions

of these Terms and in particular of this Section 2 which are a fundamental condition to SP3D's consent to grant the present access and use rights.

- 2.5 For the avoidance of doubt, SP3D does not grant any exclusive rights to the Customer to access and use DigiPart and, subject to any other rights of the Customer under the Customer Agreement or under these terms, reserves the right to grant DigiPart access and use rights to other customers who may offer products or services which compete with the Customer's products or services.
- 2.6 If a Customer has subscribed to Consulting Services consisting of Diagnostics only (as such term is defined in the Consultancy Terms), its access and use rights for DigiPart will be limited to certain DigiPart features, and subject to restrictions on volumes of Customer Content processed, which are needed to conduct the relevant Diagnostics.

### 3. Duration

- 3.1 Unless otherwise agreed in a Subscription Form, the DigiPart Access Rights Offering is subscribed for successive periods of twelve (12) months from the date of subscription and automatically renewed for the same duration, unless either Parties notifies in advance of its intention not to renew the subscription and and unless early terminated in accordance with the Customer Agreement.

### 4. Access Fees; other fees; activation of account

- 4.1 The Customer shall pay SP3D certain fees to access and use DigiPart in the amount set out in the Subscription Form and otherwise in accordance with the terms and conditions set out in the Customer Agreement.
- 4.2 Unless otherwise agreed in a Subscription Form, SP3D will charge and invoice:
- (a) a lump sum subscription fee in relation to the Customer's access to DigiPart; this lump sum fee is invoiced and payable on a monthly basis in advance; and
  - (b) fees agreed on case by case basis (lump sum or variable amount) for any DigiPart optional add-ons (an "**Add-On**") or other Offerings ancillary to DigiPart. Such Offerings can consist of Goods Offerings or Consultancy or Engineering Services and will be further governed by the relevant Offering Terms. Unless otherwise agreed in an Order Document, the fees for such Offerings and add-ons are invoiced and payable on an end-of-month basis.
- 4.3 SP3D will not grant any access to DigiPart, or reserves the right to suspend such access, until all fees payable to it under these Terms have been duly paid in full, and after a reasonable period as necessary to activate such access.

### 5. IP Rights

- 5.1 SP3D owns and retains all right, title, and interest in and to SP3D IP (as defined in the Customer Agreement, which for reference notably includes DigiPart, current and future versions, and all related technology and intellectual property rights).
- 5.2 Certain documents or reports generated using DigiPart (including in the context on Consultancy Services rendered via DigiPart) will bear proprietary notices such as "Powered by Spare Parts 3D" and its derivatives. The Customer may not alter, remove or cover proprietary notices, including where it shares such documents or reports within its organization or with third parties.
- 5.3 Without limiting the generality of Sections 5.1 and 5.2, the Customer may not reproduce, transmit, modify, adapt or translate the SP3D IP, rent, lease, license, transfer, assign, sell or otherwise provide access to the SP3D IP on a temporary or permanent basis, use or cause or allow a third party to use the software and services in any way to develop competing products or services, use

any of SP3D's subcontractor or delegate or third party IP or components, alter, remove or cover proprietary notices in or on the SP3D IP; or instruct or allow any of the same to occur.

## 6. Improvements

- 6.1 Improvements. If the Customer suggests or request any improvement of DigiPart to SP3D or its affiliates, SP3D or its affiliates will be entitled to use such suggestions or request without restriction. The Customer hereby irrevocably assigns to SP3D all right, title, and interest in and to such improvements and agrees to provide SP3D any assistance it requires to document, perfect, and maintain SP3D's rights in such improvements.

## 7. Service Level Agreement.

- 7.1 SP3D warrants that DigiPart will meet the terms of the Service Level Agreement set out in this Section 7. The Customer's only remedies for breach of this warranty are those in the Service Level Agreement which take the form of service credits ("**Service Credits**").
- 7.2 Service Credits are the Customer's sole and exclusive remedy for any performance or availability issues in relation to DigiPart. The Customer may not unilaterally offset or withhold the Access Fees for any performance or availability issues.
- 7.3 The DigiPart Service Level Agreement is as follows:
- (a) Service Levels:
    - (i) DigiPart (excluding paid add-ons): uptime of 99.9% over each calendar month;
    - (ii) Each Add-On taken individually: uptime of 99.9% over each calendar month.
  - (b) This Service Level Agreement and any applicable Service Levels do not apply to any performance or availability issues:
    - (i) Due to factors outside SP3D's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to SP3D's data centers, including at the Customer's site or between the Customer's site and SP3D's data center);
    - (ii) That result from the use of services, hardware, or software not provided by SP3D, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
    - (iii) Caused by the Customer's failure to comply with SP3D's instructions or Documentation;
    - (iv) That result from the Customer's unauthorized action or lack of action when required, or from its employees, agents, contractors, or vendors, or anyone gaining access to SP3D's network by means of the Customer's passwords or equipment, or otherwise resulting from the Customer's failure to follow appropriate security practices;
    - (v) That result from your attempts to perform operations that exceed prescribed quotas or that resulted from SP3D's throttling of suspected abusive behaviour; or
    - (vi) That result from scheduled maintenance, meaning periods of downtime related to network, hardware, or service maintenance or upgrades. SP3D will publish notice or notify the Customer reasonably in advance prior to the commencement of such downtime.

(c) Service Credits are calculated as follows:

- (i) Downtime: Any period of time when End Users are unable to access or use DigiPart or an Add-On.
- (ii) Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Downtime}}{\text{Month time}} \times 100$$

Where:

“**Downtime**” is the sum of the length (in minutes) of each incident that occurs during that month, less any Downtime excluded under paragraph (b) above.

“**Month time**” means the total number of minutes in a month.

- (iii) Service Credits:

Monthly Uptime Percentage	Service Credit
< 99.9%	15%
< 98%	30%

Service Credits earned as a result of the performance or availability issues of one component (namely DigiPart excluding Add-Ons and each Add-On severally) can only be offset against future payments for the same component or its successor.

## 8. Customer’s responsibilities

- 8.1 For the avoidance of doubt, Access Rights to DigiPart do not include any works for build phase for software customization, implementation, integration at or with the Customer’s premises or systems and/or the development of APIs. Such services may be specifically included in the scope of a dedicated Offering.
- 8.2 The Customer is responsible for complying with the relevant technical requirements (for example in relation to the format of the Customer’s Content) as set out in the Documentation or notified from time to time by SP3D.

## 9. Customer’s Content

- 9.1 The Customer’s attention is specifically drawn to the provisions of the Customer Agreement with respect to the Customer’s sole responsibility, and liability vis-à-vis SP3D, in relation to Customer’s Content used by Customer in the context of accessing and using DigiPart.