

CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is entered into between Makersite GmbH, a company registered under the laws of Germany with its registered office in Stuttgart, Germany ("Makersite" or "Company"), and the customer identified in the applicable Order ("Customer"). Together referred to as the "Parties".

This Agreement governs Customer's access to and use of the Makersite Product Carbon intelligence platform and associated services. This Agreement takes effect when Customer signs an Order, accepts it electronically, or accesses the Platform for the first time, whichever occurs earliest. Where acceptance is made through Makersite's online ordering process, Customer will be prompted to confirm acceptance by clicking an acceptance button before proceeding. Clicking that button, or subsequently accessing or using the Platform, constitutes acknowledgement that Customer has read and agreed to this Agreement in full. Where Customer subscribes to any Platform data exchange, traceability, or data services offering, the [Platform Data & Traceability Supplemental Terms](#) ("PDT Terms") also apply and form part of this Agreement. Customers who do not accept these terms must not access or use the Platform.

1. DEFINITIONS AND INTERPRETATION

The following terms have the meanings set out below. Capitalised terms used but not defined here have the meanings given to them elsewhere in this Agreement.

"Responsible Use Policy" means the [Responsible Use Policy](#), ("RUP") updated from time to time, incorporated by reference.

"Agreement" means this Customer Agreement together with all applicable Orders, Supplemental Terms, and documents incorporated by reference.

"Customer Content" means data, files, models, and other materials uploaded or entered by Customer or its Users into the Platform, and outputs generated through Customer's use of the Platform. Excludes Third-Party Content and Makersite IP.

"Documentation" means technical, functional, and instructional materials made available by Makersite relating to the Platform, as updated from time to time.

"Entitlements" means the permitted scope of use set out in the applicable Order, including user limits, modules, data access tiers, and storage or compute quotas.

"Makersite IP" means all intellectual property rights in and to the Platform, Software, Documentation, and any improvements or derivative works thereof, including patents, copyrights, trade secrets, and know-how.

"Order" means a written order form, proposal acceptance, or similar document executed by both Parties that references this Agreement and specifies the Offering(s), fees, and Subscription Term.

"Platform" means the Makersite software-as-a-service platform, including associated APIs, modules, and features made available to Customer under an Order. Excludes Customer Content and Third-Party Content.

"Professional Services" means implementation, configuration, training, consulting, or other services provided by Makersite under a separately agreed Order, excluding Platform access.

"Subscription Term" means the period during which Customer is entitled to access the Platform as specified in the applicable Order. Each renewal constitutes a new Subscription Term.

"Supplemental Terms" means additional terms attached to or referenced in an Order that supplement this Agreement.

"Third-Party Content" means data, content, applications or services owned or controlled by third parties made available through the Platform under separate licensing terms.

"Users" means employees, contractors, or authorised representatives of Customer permitted to access the Platform under an Order.

In the event of a conflict, the order of precedence is: (1) the Order; (2) Supplemental Terms; (3) this Agreement.

2. ORDERS AND COMMERCIAL TERMS

2.1. **Ordering.** The Parties may enter into one or more Orders under this Agreement. Each Order is binding upon execution and incorporates the terms of this Agreement and any applicable Supplemental Terms. Where an Order includes data exchange or traceability platform services, the PDT Terms are deemed incorporated by reference into that Order.

2.2. **Delivery and Access.** Access to the Platform is provided when Makersite makes it available through an online environment or access credentials. Professional Services are delivered on the schedule set out in the applicable Order.

2.3. **Fees and Payment.** Customer shall pay all fees set out in the applicable Order. Unless otherwise agreed in the Order: Invoices for Platform access are issued in advance of each Subscription Term or renewal. Invoices for Professional Services are issued monthly as charges accrue. Payment is due within thirty (30) days of the invoice date. All payment obligations are non-cancellable. Fees are non-refundable except as expressly stated in this Agreement. Unpaid amounts are subject the statutory interest from the due date, plus reasonable recovery costs. If Customer disputes an invoice in good faith, it must notify Makersite in writing within sixty (60) days of the invoice date specifying the basis for the dispute. Undisputed amounts remain payable on time.

2.4. **Taxes.** All fees are stated exclusive of applicable taxes, duties, and levies. Customer is responsible for all

taxes arising from its receipt or use of the Platform, other than taxes on Makersite's net income. Where Customer holds a valid tax exemption, it must provide documentary evidence prior to invoicing. If Customer is legally required to withhold any amount, it shall gross up the payment so Makersite receives the full invoiced amount.

3. PLATFORM ACCESS AND USE

3.1. Grant of Rights. Subject to the terms of this Agreement and payment of applicable fees, Makersite grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Platform during the Subscription Term, solely for Customer's internal business purposes and within the scope of the applicable Entitlements. Any Software components made available as part of the Platform are licensed (not sold) in object code form only.

3.2. User Management. Customer is responsible for managing User access in accordance with the Entitlements. Customer shall (a) Ensure all Users comply with this Agreement and the Responsible Use Policy; (b) Promptly notify Makersite of any unauthorised access or suspected credential breach; (c) Terminate User access upon any departure or role change that removes authorisation; (d) Ensure Users who submit orders or declarations through the Platform are duly authorised to act on Customer's behalf.

Customer is responsible for all acts and omissions of its Users and any person accessing the Platform through Customer's account.

3.3. Restrictions on Use. Customer may use the Platform only as expressly permitted under this Agreement. The following conduct is prohibited regardless of intent or purpose. Regarding access and distribution: Customer may not resell, sublicense, or make the Platform available to any third party, nor use it for the benefit of a third party, without Makersite's prior written consent. Regarding platform integrity: Customer may not modify, adapt, translate, or create derivative works of the Platform or any Software, nor attempt to reverse engineer, decompile, or extract its underlying source code or architecture by any means. Regarding competitive activity: Customer may not use the Platform to build or improve any product or service that competes with the Platform. Regarding compliance and branding: Customer may not remove or obscure proprietary notices, deploy automated extraction tools beyond what the Documentation expressly permits, or use the Platform in any manner that violates the Responsible Use Policy, applicable law, or third-party rights. These restrictions apply to the full extent permitted by mandatory applicable law.

3.4. Security. Customer is responsible for the security of its own systems, networks, and access credentials. Customer shall implement commercially reasonable measures to prevent unauthorised access to the Platform and to protect against threats originating from Customer's environment.

3.5. Reservation of Rights. All rights not expressly granted to Customer are reserved by Makersite. The

Platform, Software, and non-public Documentation are proprietary to Makersite and constitute its confidential information and trade secrets. Nothing in this Agreement transfers ownership of any Makersite IP to Customer.

3.6. Previews and No-Charge Access. Features identified as "beta", "preview", or "early access", and any access granted at no charge, are provided "as is" without warranty, support commitments, or indemnity. Makersite may modify, suspend, or withdraw such access at any time without liability. Feedback provided in connection with Previews may be freely used by Makersite to improve its products without obligation to Customer.

3.7. Third-Party Technology. The Platform may incorporate third-party software components, including open-source software ("OSS") licensed under licences approved by the Open Source Initiative (www.opensource.org) or equivalent open-source licences. Where OSS components are included, the applicable OSS licence conditions take precedence over the terms of this Agreement in respect of those components. OSS components are provided royalty-free. Where any component of the Platform is combined or linked with software licensed under the GNU Lesser General Public Licence (LGPL) version 2 or later, and where use of the relevant object file is not unrestricted, Customer has the following additional rights in respect of that combined component: (i) the right to modify it for Customer's own internal use, including relinking modified versions of the LGPL-licensed module; and (ii) the right to reverse-engineer it solely to debug Customer's own modifications. These rights do not extend to distributing modifications, and any information obtained through reverse-engineering must be kept confidential. Where an applicable OSS licence requires Makersite to make source code available (including under the GNU General Public Licence, GNU Lesser General Public Licence, or Mozilla Public Licence), and where the Platform is not shipped with the relevant source code, Customer may request a copy by writing to legalandcompliance@makersite.de. Makersite may charge a reasonable handling fee to fulfil such a request. Any such request must be made within the period required by the applicable OSS licence. Makersite's warranty obligations in respect of the Platform are set out in Section 7 of this Agreement. Makersite does not provide warranty or technical support for any OSS component that has been modified or used in a manner not consistent with the Documentation or the terms of this Agreement. OSS licence disclaimers apply between Customer and the respective third-party licensor; Makersite makes no warranty commitment on behalf of any third-party licensor.

4. SERVICE LEVELS AND PLATFORM OPERATION

4.1. Service Level Commitments. Makersite will provide the Platform with the availability and performance standards set out in the applicable Supplemental Terms or Service Level Agreement

attached to or referenced in the Order. Where no SLA is specified, Makersite will use commercially reasonable efforts to maintain the Platform consistent with industry standards.

4.2. Changes and Maintenance. Makersite may modify, update, or enhance the Platform from time to time. During a Subscription Term, Makersite will not materially degrade core functionality without reasonable advance notice, except where necessary to address new legal requirements, upstream supplier changes, or security risks that cannot otherwise be resolved commercially. If Makersite materially degrades or discontinues a core feature, Customer may terminate the affected Order by written notice within thirty (30) days of receiving notification, and Makersite will refund prepaid fees on a pro-rata basis for the unused Subscription Term.

4.3. Scope Exclusions. Unless expressly stated in an Order, the Platform does not include internet or network connectivity, hardware, Customer's own operational infrastructure, Third-Party Content licences, or data transmission beyond Makersite's platform boundary.

4.4. Notifications and Messaging. The Platform may enable Customer to send automated notifications or messages to Users and third parties. Customer is solely responsible for the content, legality, and appropriateness of any such messages. Makersite does not guarantee delivery and accepts no liability for messages that are delayed, blocked, or undelivered due to factors outside its reasonable control, including recipient server configurations or network conditions.

5. CUSTOMER CONTENT AND DATA

5.1. Ownership. Customer retains all ownership rights in and to its Customer Content. Makersite acquires no title to Customer Content by virtue of this Agreement.

5.2. Licence to Process. Customer grants Makersite a limited, non-exclusive licence to process, store, and use Customer Content solely to the extent necessary to provide the Platform and associated support during the Subscription Term. Makersite will not use Customer Content for any other purpose without Customer's prior written consent.

5.3. Customer Responsibilities. Customer is responsible for the accuracy, legality, and quality of Customer Content. Customer shall ensure that its Customer Content and Makersite's use of it does not infringe third-party rights or violate applicable law, including data protection legislation.

5.4. Data Protection. Each Party shall comply with applicable data protection and privacy laws governing the processing of personal data in connection with this Agreement. Where Makersite acts as processor of personal data on behalf of Customer, Makersite's [Data Privacy Terms](#), ("DPT") apply, which set out the applicable technical and organisational measures for the protection of personal data, including encryption in transit and at rest. Customer remains responsible for maintaining backup copies of its data and for configuring appropriate access controls within the Platform.

5.5. Platform Analytics. Makersite may collect and use aggregated, de-identified usage and performance data from operation of the Platform to maintain, improve, and develop its products. Such data will not identify Customer or its Users individually and will not reproduce Customer Content in identifiable form.

5.6. Data Retrieval on Expiry. Following expiration or termination, Customer may retrieve its Customer Content for thirty (30) days, provided Customer is not in breach and has paid all outstanding fees. After that period, Makersite may permanently delete Customer Content. Customer may request earlier deletion in writing.

6. WARRANTIES AND DISCLAIMER

6.1. Platform Warranty. Makersite warrants that the Platform will perform materially in accordance with the features and functionality described in the Documentation during the Subscription Term. As Customer's sole and exclusive remedy for any breach of this warranty, Makersite will, at its option: (a) use commercially reasonable efforts to restore non-conforming functionality; or (b) if restoration is not commercially reasonable, terminate the affected Order and refund prepaid fees on a pro-rata basis for the remaining Subscription Term. This warranty does not apply to: (a) no-charge or preview access; (b) defects caused by Customer Content, Third-Party Content, or Customer's misuse or misconfiguration; or (c) issues attributable to Customer's systems or third-party services outside Makersite's control.

6.2. Professional Services Warranty. Makersite warrants that Professional Services will be performed in a professional and workmanlike manner consistent with reasonable industry standards.

6.3. Disclaimer. Except as expressly stated in this Agreement, Makersite provides the Platform and Professional Services "as is" and disclaims all other warranties, representations, and conditions, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Makersite does not warrant that the Platform will be uninterrupted or error-free, or that results obtained will meet Customer's specific objectives. Customer is responsible for assessing whether the Platform meets its requirements.

7. LIMITATION OF LIABILITY

7.1. Liability.

Makersite shall be liable without limitation for any legal cause

- in cases of willful misconduct or gross negligence,
- in cases of negligent or intentional injury to life, limb, or health,
- based on a warranty, unless otherwise specified,
- based on mandatory liability, such as under the Product Liability Act.

7.2. If Makersite negligently breaches a material contractual obligation, liability is limited to foreseeable

damage typical for this type of contract, unless unlimited liability applies pursuant to Section 7.1. Essential contractual obligations are obligations that the contract imposes on Makersite, based on its content, to achieve the purpose of the contract; the fulfillment of which is essential for the proper performance of the contract and on the observance of which the Customer may regularly rely.

7.3. Makersite's aggregate liability to Customer arising out of or in connection with this Agreement, regardless of the legal basis, is limited to the fees paid by Customer for the relevant Platform access during the twelve (12) months immediately preceding the event giving rise to the claim.

In all other respects, Makersite's liability is excluded.

7.4. Time Limit. No claim may be brought by Customer under this Agreement more than two (2) years after the date on which Customer first became aware (or ought reasonably to have become aware) of the circumstances giving rise to such claim.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1. Indemnity by Makersite. Where a third party brings a claim against Customer alleging that Customer's authorised use of the Platform directly infringes that party's copyright, registered trade mark, or registered patent, Makersite will assume conduct of the defence at its own cost and meet any damages or agreed settlement amounts that result. This obligation is conditional on Customer: (a) notifying Makersite in writing without undue delay upon becoming aware of the claim; (b) refraining from making admissions or taking any step in the proceedings without Makersite's prior written agreement; and (c) giving Makersite full authority to conduct, negotiate, and conclude the defence or settlement as it sees fit, together with such information and cooperation as Makersite reasonably requires

8.2. Remedies. If use of the Platform is or is likely to be enjoined due to an infringement claim, Makersite may, at its sole discretion: (a) obtain rights for Customer to continue use; (b) modify the Platform to be non-infringing; or (c) if neither is commercially reasonable, terminate the affected Order and refund prepaid fees on a pro-rata basis for the remaining Subscription Term.

8.3. Exclusions. Makersite's obligation to indemnify does not arise where the infringement claim is caused or contributed to by something within Customer's own control or resulting from Customer's choices. This covers situations where Customer continued using an older version of the Platform after Makersite made a non-infringing update available; where the claim only materialises because the Platform was used alongside Customer's own data, content, or third-party tools that Makersite did not supply or approve for that combination; where the relevant access was provided free of charge or on a preview basis; or where the Platform was altered, configured, or specified by or on behalf of Customer in a way that introduced or triggered the alleged infringement.

8.4. Customer Indemnity. Customer shall defend and indemnify Makersite against any third-party claims

arising from: (a) Customer's or any User's violation of the Responsible Use Policy or applicable law; (b) Customer Content; or (c) Customer's material breach of this Agreement.

8.5. Sole Remedy. This Section 9 sets out the Parties' sole and exclusive remedies and entire liability with respect to intellectual property infringement unless unlimited liability applies pursuant to Section 7.1.

9. TERM, RENEWAL, SUSPENSION, AND TERMINATION

9.1. Subscription Term and Renewal. Each Order specifies an Initial Subscription Term. Unless either Party gives at least sixty (60) days' prior written notice of non-renewal, the Subscription Term will automatically renew for successive periods equal in length to the Initial Subscription Term (or twelve (12) months, whichever is greater). Fees for any renewal will be as specified in the Order, or as notified by Makersite at least ninety (90) days before end of the then-current term.

9.2. Suspension. Makersite may immediately suspend or limit Customer's access if: (a) continued access poses a material security risk; (b) Customer materially breaches this Agreement; or (c) circumstances arise entitling Makersite to immediate termination. Suspension does not relieve Customer of payment obligations and will be lifted once the relevant grounds are resolved.

9.3. Termination for Cause. Where either Party commits a material breach of this Agreement, the non-defaulting Party may bring the relevant Order to an end by giving written notice that identifies the breach and allows thirty (30) days for it to be remedied. If the breach is not remedied within that period, termination takes effect automatically. Separately, Makersite may end any or all Orders with immediate effect and without a cure period where Customer has become insolvent, entered administration or liquidation, or otherwise ceased to trade as a going concern; where fees remain unpaid for more than ten (10) business days after written demand; or where Customer has committed a serious breach of its confidentiality or export compliance obligations that, by its nature, cannot be undone.

9.4. Effect of Expiry or Termination. Upon expiry or termination: (a) all rights to access the affected Platform cease immediately; (b) Customer shall promptly cease using the Platform and destroy or return all Makersite Confidential Information; and (c) Customer may retrieve Customer Content for thirty (30) days (subject to Section 5.6). Termination does not release Customer from any obligation to pay fees accrued prior to the effective date. The following provisions survive termination or expiry for any reason: Fees and Payment (clause 2.3), Taxes (clause 2.4), Restrictions on Use (clause 3.3), Reservation of Rights (clause 3.5), Customer Content and Data (clauses 5.1-5.6), Disclaimer (clause 6.3), Limitation of Liability (clause 7.1), Intellectual Property Indemnification (clause 8.1), Export Controls, Confidentiality, and General Provisions.

10. EXPORT CONTROLS AND SANCTIONS

10.1. Customer shall comply with all applicable export control laws and sanctions regimes, including those of the European Union and Germany, in connection with its use of the Platform. Customer shall not: (q) access or use the Platform from any jurisdiction subject to comprehensive sanctions without necessary authorisations; (b) provide Platform access to any entity on applicable restricted party lists; or (c) use the Platform for any purpose prohibited by applicable export regulations. Customer shall indemnify Makersite against any loss, claim, fine, or liability arising from Customer's breach of this Section.

11. CONFIDENTIALITY

11.1. Obligations. Each Party ("Receiving Party") may receive confidential information of the other Party ("Disclosing Party"). Confidential Information includes the terms of this Agreement and any Order, Makersite IP, Customer Content, business plans, pricing, and technical information where the confidential nature is reasonably evident. The Receiving Party shall: (a) protect Confidential Information with at least the same degree of care as its own confidential information (and no less than reasonable care); (b) use it only as required to perform or exercise rights under this Agreement; and (c) disclose it only to employees, contractors, and advisors who need it and are bound by equivalent obligations. Makersite may identify Customer by name in its client lists and marketing materials.

11.2. Exclusions. The confidentiality obligations above do not apply where the receiving party can demonstrate that the information in question was already publicly known at the time of disclosure, or subsequently entered the public domain through no act or omission of the receiving party. They equally do not apply to information that the receiving party already held before it was disclosed under this Agreement, to information that reached the receiving party legitimately from an independent source with no confidentiality strings attached, or to information the receiving party developed on its own without drawing on anything disclosed by the other party. Where disclosure is compelled by law, regulation, or court order, the receiving party may comply but must give the disclosing party as much prior warning as the circumstances allow and cooperate reasonably in any effort to limit the scope of what is disclosed. Confidentiality obligations under this section remain in force for five (5) years from the date of disclosure.

12. GENERAL PROVISIONS

12.1. Affiliates and Subcontractors. Makersite may perform its obligations through its affiliates and subcontractors and remains responsible for their performance. Makersite affiliates may exercise Makersite's rights under this Agreement where operationally required.

12.2. Assignment. Customer may not assign, transfer, or sublicense this Agreement or any rights under it

without Makersite's prior written consent. Any purported assignment without consent is void. Makersite may assign this Agreement to any affiliate or successor entity in connection with a merger, acquisition, or sale of substantially all of its business, provided Makersite gives Customer reasonable prior notice.

12.3. Feedback. Customer grants Makersite a perpetual, irrevocable, royalty-free licence to use any suggestions or feedback provided regarding the Platform for any purpose, without obligation of compensation or attribution.

12.4. Force Majeure. Neither Party is liable for failure or delay in performing its obligations (other than payment obligations) to the extent caused by circumstances beyond its reasonable control. The affected Party must notify the other promptly and take reasonable steps to mitigate the impact.

12.5. Audit and Compliance. Customer shall provide Makersite with reasonable information to verify compliance with this Agreement. Makersite may conduct usage audits via self-service tooling or, where Customer is unable to use such tools, through an authorised auditor with reasonable notice and minimum disruption.

12.6. Notices. Notices under this Agreement must be in writing. Makersite may deliver notices by: (a) posting to the Platform or Customer's account console; (b) email to Customer's registered business contact; or (c) post to the address in the Order. Customer is responsible for keeping its contact details current. Notices relating to disputes must be sent by post or courier with delivery confirmation to the address in the Order.

12.7. Language. This Agreement is executed in English. Where Makersite provides a translation for convenience, the English version prevails in the event of any conflict.

12.8. Entire Agreement and Amendments. This Agreement, together with all Orders and Supplemental Terms, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings. No purchase order or similar Customer document shall supplement or vary this Agreement. Amendments require a written instrument executed by authorised representatives of both Parties or an online mechanism expressly provided by Makersite for that purpose.

12.9. Severability and Waiver. If any provision is found invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and remaining provisions continue in full force. No failure to exercise any right or remedy constitutes a waiver. Electronic signatures and acceptance through online ordering have the same legal effect as handwritten signatures.

12.10. Governing Law and Jurisdiction. This Agreement is governed by the laws of the Federal Republic of Germany, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Stuttgart (Central), Germany. Both Parties irrevocably submit to the

personal jurisdiction of those courts for this purpose. Nothing in this Section prevents either Party from seeking urgent injunctive or interim relief before any court of competent jurisdiction to preserve rights pending final determination. Notwithstanding the foregoing, Makersite may bring an action in any jurisdiction where Customer has its place of business or where the Platform is being used, solely to: (a) enforce its intellectual property rights; or (b) recover unpaid fees.