Version: 1 December, 2023

1. Definitions

The terms contained in the Agreement and these Partner Terms and Conditions initially capitalized are defined and have the meaning as set out in this clause:

Affiliate: any person or entity that controls, is controlled by, or is under common control with a Party to this Agreement. The term “control” as used in the immediately preceding sentence means the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares, partnership interests, membership shares, or similar evidence of ownership of an entity.

Agreement: each agreement and/or any documentation, such as, but not limited to, order(s) and/or schedule(s), entered into by and between CM.com and the Partner, to which these Terms and Conditions shall apply.

Applicable Law: then-current national, local or other law, rule, regulation, enforceable regulatory guidance, order, judgment, decree, or ruling in any jurisdiction in which Customer accesses and uses the Services, including but not limited to, data protection and privacy regulations, guidelines, conditions, policy rules and/or regulations, guidelines, conditions of Operators applicable to the Service.

Applicable Data Protection Law: all Applicable Laws with respect to the Processing of Personal Data under this Agreement.

Change of Control: any change in the entity ownership, occurring when any person or company, directly or indirectly, becomes the beneficial owner of voting equity shares of the entity (to the extent of more than fifty percent of the voting shares) or the right to acquire such shares, any direct or indirect sale or transfer of substantially all of the assets of the entity or a plan of entity liquidation or an agreement for the sale on liquidation is legally approved and completed.

CM.com Marks: the logos, trademarks and trade names of CM.com, whether registered or unregistered.

CM.com Materials: means all the materials that are proprietary to CM.com, including, but not limited to, the CM.com Platform, CM.com Marks, Marketing Materials, CM.com’s Confidential Information, and any and all other technologies, information or other materials provided or made available by CM.com to the Partner or a Customer;

CM.com Platform: the computing environment of CM.com designed to provide the Service, and to create the connection between an Operator network and the system of the Customer.

Customer: all entities whom the Partner refers to CM.com, offers, provides access to, or otherwise makes available the Services (excluding companies and organizations who on the date of this Agreement have an existing relationship with CM.com) and who enter into a binding Customer Agreement for the use of Services.

Customer Agreement: Customer Agreement shall have the meaning as set out in the applicable CM.com Partner Terms and Conditions Part B – Referral Terms or the CM.com Partner Terms and Conditions Part C – Software

Solution Partner Terms as available via https://www.cm.com/nl-nl/app/legal/cmcom-partner-terms-conditions/part-b-referral/ and https://www.cm.com/nl-nl/app/legal/cmcom-partner-terms-conditions/part-c-software-solution/ .

Documentation: User documentation that describes the principles of the operation, support, maintenance and functionality of the CM.com Platform and/or Services.

Effective Date: the date on which a particular Agreement comes into effect.

Force Majeure Event: any circumstances beyond a Party's reasonable control (including strikes, riots, fires, acts of God, pandemic, war, terrorism, governmental action and/or any other cause beyond the reasonable control of the Party whose performance is affected (including mechanical, electronic, hosting, internet service or communications failure by a Party or its suppliers).

Insolvency Event: any of the following events: (a) when a Party is unable, or admits inability, to pay its debts as they become due, or is deemed to be, or declared to be unable to pay its debts under Applicable Law, suspends, or threatens to suspend, payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors to reschedule any of its debts; (b) when a moratorium is declared in respect of any indebtedness of a Party; or (c) any corporate action, legal proceedings or other procedure taken in relation to: (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of a Party, (ii) a composition, compromise, assignment or arrangement with any creditor of a Party or (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of a Party, or any of its assets.

IPR Claim: any claim, demand, suit, or proceeding made or brought against an Affiliate by a third party alleging that the use of the CM.com Platform and/or the Services, in accordance with their applicable Documentation and as permitted under the terms of this Agreement, infringes or misappropriates the IP-rights of a third party.

IP Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, design rights, database rights in computer software, topography rights, rights in confidential information (including know-how and trade secrets) and any other IP-rights, in each case whether registered or unregistered, including renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Marketing Materials: the CM.com Marks and any advertising, promotional or marketing materials for or relating to the CM.com Platform that CM.com may make available to the Partner from time to time during the term of the Agreement.

Materials: software, formulae, algorithms, methodologies, processes, procedures, designs, materials, technology, tools, and hardware, together with all IP Rights in or any of the foregoing.

Operator: a (mobile) electronic communications service provider, or provider of over the top (OTT) communication services that provides (wireless) messaging, voice and data communication and other related services to its customers including CM.com, its subscribed end users and other Operators.

Partner: the Party with whom CM.com enters into an (partner) Agreement.

Personal Data: shall have the meaning specified in the Data Protection Laws.

Services: the service CM.com provides to the Customer under the Customer Agreement, which may include electronic communications, professional services, providing access to applications as software as a service, services that provide both platform services, including access to and use of the CM.com Platform, any application programming interface (CM.com API) and/or communications services used in connection with the CM.com Platform or CM.com API's.

2. Scope

2.1. These Partner Terms and Conditions shall apply to all Agreements between CM.com and the Partner, unless the Parties have expressly agreed otherwise in writing.

2.2. The applicability of any general terms and conditions used by the Partner, or any other terms and conditions other than included in the Agreement and these Partner Terms and Conditions, is hereby expressly excluded.

2.3. Without limiting the foregoing, acceptance of Customers by CM.com, the provisioning of the Services and execution of any Customer Agreement are expressly conditional upon a positive outcome of the onboarding procedure and screening of Customers ("Know your Customer" or "KYC") by CM.com.

2.4. Customer's use of the Services might be subject to additional third-party terms and conditions.

2.5. The Parties hereby agree that any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by law. For the purpose of these Partner Terms and Conditions, any reference to "written" or "in writing" means any form of written communication, including, without limitation, electronic signatures, and any such written communication may be transmitted by electronic transmission.

2.6. The CM.com Partner Terms and Conditions Part B – Referral Terms, the CM.com Partner Terms and Conditions Part C – Software Solution Partner Terms and the Governing Law & Dispute Terms are available on [link] and form an integral part of these Partner Terms and Conditions and the Agreement between the Partner and CM.com.

2.7. If there is any conflict or inconsistency between the various documents forming the Agreement, the following order of precedence shall apply (the first mentioned documents prevailing over the later mentioned documents): (i) the Agreement, (ii) these Partner Terms and Conditions, and (iii) any other document incorporated or referenced in any of the foregoing.

3. Appointment and Relationship

3.1. Subject to the Partner's compliance with the Terms and Conditions of this Agreement, CM.com shall appoint the Partner, during the term of the Agreement, to market, promote, and/or provide the Services in accordance with the Agreement.

3.2. The Partner shall market, promote, and/or provide the Services solely directly to Customers, for the Customer's own use (i) within the applicable scope of use and (ii) pursuant to a Customer Agreement.

3.3. CM.com reserves the right to advertise, promote, market, and/or distribute the Services, and to appoint third parties to advertise, promote, market, distribute and otherwise commercialize the Services, worldwide.

3.4 CM.com reserves the right, in its sole discretion, at any time and from time to time, to modify any or all Services,

it offers, or to discontinue the support, distribution, sale or licensing of any or all Services without liability of any kind.

3.5. The Partner shall not, without the prior written consent of CM.com, appoint any of its Affiliates as resellers or partners hereunder, nor permit such Affiliates to use the Services pursuant to this Agreement. The Affiliates of Partner that wish to sell, market, and/or provide the Services may enter into a separate Agreement with CM.com.

3.6. During the term of the Agreement and for three (3) years thereafter, the Partner hereby agrees that it will not, in any manner, directly or indirectly, (i) compete with the CM.com Services, and will not, directly or indirectly, own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be employed by or connected in any manner with any corporation, firm, entity, or business that is so engaged unless duly authorized by written consent of CM.com, (ii) persuade or attempt to persuade any employee, salesperson or agent of CM.com to leave the employment of CM.com or to become employed by or to provide services to any other entity, (iii) persuade or attempt to persuade any current Customer or former Customer to reduce the amount of business it does or intends or anticipates doing with CM.com or with any Affiliate of CM.com. 3.7. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party. Each Party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction, and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished.

4. Partner's Obligations

4.1. The Partner shall in good faith and at its own expense promote and market the Services, including but not limited to:

a. soliciting Customers by actively marketing, promoting and demonstrating the Services to Customers, in each case using commercially reasonable efforts to maximize the sales volume of the Services;

b. observing all CM.com directions and instructions in relation to marketing, advertisement and promotion of the Services;

c. developing and executing a marketing plan sufficient to fulfill its obligations under the Agreement;

d. keeping CM.com informed of any relevant changes in the prevailing market conditions and periodically suppling general and specific market reports relating to the Services and equivalents, including (i) suggestions, feedback and information received from Customers, including general complaints regarding the Services, (ii) details with regard to market shares and prices, (iii) promotional or other activities, (iv) technical information which can be considered to be relevant to the marketing and sale of the Services and (v) information on Customers' wishes for improvements of the Services.

e. actively assisting CM.com in its market research, if so requested by CM.com.

4.2. The Partner hereby represents and warrants that the Partner will develop and maintain sufficient knowledge of the Services, as well as competitive offerings in the industry, including but not limited to specifications, features and functions in order to effectively market, promote and demonstrate the Services.

4.3. The Partner shall market, advertise, and promote the Services in a professional manner that reflects favorably at all times to the good name, goodwill and reputation of CM.com. The Partner shall ensure that any personnel who will be performing activities under the Agreement, prior to such performance, have satisfactorily completed a

background investigation, reasonable for the given role, and subject to Applicable Law.

4.4. The Partner shall, at its own expense, obtain and maintain required certifications, credentials, licenses and permits necessary to conduct business in accordance with the Agreement.

4.5. Notwithstanding anything to the contrary in the Agreement, neither the Partner nor its personnel shall: (i) make any representations, guarantees, warranties or commitments regarding the Services or the CM.com Platform in addition to or inconsistent with the then-existing warranties, descriptions, guarantees, descriptions or written documentation provided by CM.com to the Partner with respect to the Services and the CM.com Platform; (ii) act as a sub licensor or provider of the Services and has no right to rebrand, reframe, operate or control the Services. (iii) engage in any disparaging, misleading, deceptive, illegal, or unethical conduct in performing the Services under this Agreement or with respect to the CM.com Platform or Marks; (iiv) use the Services for the Partner's own benefit, or on behalf of, or to provide any product or service to third parties; (v) use the Services or CM.com Platform to develop a similar or competing product or service; (vi) reverse engineer, decompile, disassemble or seek to access the source code or non-public API's to the Services; (vii) modify or create derivative works of the Services and/ or the CM.com Platform; copy any element of the Services and/or the CM.com Platform; or remove, obscure or modify in any way any proprietary or other notices or attributions in the Services and/or the CM.com Platform; or (viii) separate any software sold, bundled, or packaged with the Services from the Services or sell, license, or distribute the software on a standalone basis, or remove, translate, or modify the contents of the software or any documentation related thereto, including, without limitation any warranty statements.

5. CM.com's Obligations

5.1. Subject to and conditioned on the Partner's compliance with the Agreement, during the term of the Agreement, CM.com shall:

a. supply the Services as described in the Agreement;

b. provide the Partner with information as the Partner may reasonably request regarding the marketing of the Services;

c. allow the Partner, at the Partner's own cost and expense, to participate in any marketing programs, events or opportunities that CM.com may make generally available to its authorized Partner(s), provided that CM.com may, in its discretion, modify or eliminate any such program, event or opportunity at any time;

d. provide such Marketing Materials as CM.com, in its sole discretion, may deem appropriate for the Partner's marketing of the Services in accordance with the Agreement;

e. inform the Partner, when possible, in regards to reductions or changes of the Services (including any related CM.com Services) and in general inform Partner about the commercial strategy, prices and developments which may have an important impact on the activities of Partner under this Agreement.

6. Compliance

6.1. Each Party shall comply with all Applicable Law regarding the general conduct of its business. Without limiting the foregoing, the Partner shall:

a. conduct its business in an ethical manner in accordance with proper business standards and not act in a manner

that must reasonably be deemed to be detrimental to CM.com, the Services, CM.com's business, integrity or reputation, its trademarks or its other IP-rights;

b. provide reasonable cooperation regarding information requests from law enforcement, regulators or Operators or requests for information from CM.com to comply with its legal obligations.

7. Intellectual Property

7.1. Subject to the express rights and licenses granted by CM.com hereunder, the Partner acknowledges and agrees that: (i) any and all of CM.com's IP Rights are the sole and exclusive property of CM.com or its licensors; (ii) the Partner shall not acquire any ownership and/or interest in any of CM.com's IP Rights under the Agreement; (iv) if the Partner acquires any CM.com's IP Rights in or relating to the Services) under the Agreement (including any rights in any trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, these rights are deemed and are hereby irrevocably assigned to CM.com or its licensors, as the case may be, without further action by either Party; and (v) the Partner shall use CM.com's IP Rights solely for the purposes of performing its obligations under the Agreement and only in accordance with the Agreement and the instructions of CM.com.

7.2. This Agreement does not grant either Party the right to use the other Party's trademarks except as set out under this Section.

7.3. Subject to the terms and conditions of the Agreement, CM.com hereby grants to the Partner a non-exclusive, non-transferable, and non-sublicensable license to use CM.com's Marks during the term of the Agreement solely on, or in connection with, the promotion, advertising, and provision of Services in accordance with the terms and conditions of this Agreement.

7.4. The Partner will promptly discontinue the display or use of any CM.com Marks and/or change the manner in which a CM.com Mark is displayed or used with regard to CM.com Services when requested by CM.com. Other than the express licenses granted by the Agreement, CM.com grants no right or license to the Partner, by implication, estoppel, or otherwise, to the Services and or CM.com Platform or any other IP Rights of CM.com.

7.5. The Partner shall ensure that the Services and all related quotations, specifications, and descriptive literature, and all other materials carrying CM.com's Marks, are marked with the appropriate trademark notices.

7.6. On expiration or earlier termination of the Agreement: (a) the Partner's rights under this Section 8 shall cease immediately; and (b) the Partner shall immediately cease all display, advertising, promotion, and use of all of CM.com Marks and shall not thereafter use, advertise, promote, or display any trademark, trade name, or product designation or any part thereof that is similar to or confusing with CM.com's Marks or with any trademark, trade name, or product designation associated with CM.com, the Services and/or the CM.com Platform.

7.7. The Partner may from time to time provide Feedback, as defined below, to CM.com with respect to the Services. CM.com may review the Feedback but shall be under no obligation to implement any Feedback provided. If the Partner or any Customer, or the Partner's employees or contractors sends or transmits any communications or materials to CM.com by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, ("Feedback"), CM.com shall be free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. The Partner hereby assigns to CM.com and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and CM.com shall be free to use, without any attribution or

compensation to any party, any ideas, know-how, concepts, techniques, or other IP Rights contained in the Feedback, for any purpose whatsoever, although CM.com is not required to use any Feedback.

8. Duration and termination of the Agreement

8.1. The term of this Agreement commences on the Effective Date and expires at the end of the initial term specified in the Agreement (the “Initial Term”). If the Initial Term is not specified in the Agreement, then the Initial Term will expire one (1) year from the Effective Date.

8.2 Following the Initial Term, the Agreement will automatically renew for additional periods of one (1) year (each, a “Renewal Term,” and together with the Initial Term, the “Term”), unless either Party terminates the Agreement in writing by giving three (3) months' notice to the other Party before the end of then-current Initial Term or Renewal Term.

8.3. If the Partner materially breaches any provision(s) of the Agreement, CM.com is entitled to suspend the provision of the Services without notice or limitation to any other remedy available to CM.com, including cancellation of the Agreement and/or a claim for specific performance and/or damages.

8.4. Either Party shall have the right to terminate the Agreement upon written notice to the other Party, if the other Party materially breaches the Agreement and fails to cure such breach within ten (10) Working Days after written notice of such breach.

8.5. Either Party may further terminate the Agreement on written notice to the other Party: a. if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or proceedings relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; b. if the situation of Force Majeure Event lasts longer than twenty (20) Working Days;

8.6. CM.com may with immediate effect by written notice, without cause, and without incurring any obligation, liability or penalty by reason of such termination, terminate: (i) the Agreement; (ii) the rights and licenses granted by CM.com; and/or (iii) any Services to be performed hereunder, if the Partner: a. is subject to a change of control or if the Partner’s management is changed and such change is in the reasonable opinion of the terminating Party (potentially) detrimental to its business interests; or b. it, or any of its employees, agents or subcontractors, gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission of other thing of value, as an inducement or reward (i) for doing or forbearing to do any action in relation to the Agreement, or (ii) for showing or forbearing to show favor or disfavor to any person in relation to the Agreement, in each case except for lawful inducements and rewards to the Partner’s employees or, by a subcontractor, such subcontractor’s employees.

9. Consequences of termination

9.1 Upon termination of this Agreement:

a. Partner shall immediately cease to represent itself as a Partner of the Services and/or the CM.com Platform and otherwise desist from all conduct or representations that might lead the public or trade to believe that Partner is authorized by CM.com to sell or distribute access to the Services and/or CM.com Platform;

b. Partner shall cease all use of and return to CM.com the CM.com Materials, and all copies thereof, in whole and in part;

9.2 Notwithstanding the expiry or termination of this Agreement, each Party shall procure the due and timely performance of all obligations assumed by it prior to such expiry or termination. Termination of this Agreement shall not affect the validity of the Customer Agreements already concluded.

10. Confidentiality

10.1. As used herein, “Confidential Information” means any information that one Party (the “Disclosing Party”) provides to the other Party (the “Receiving Party”) in connection with the Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Service will be deemed Confidential Information of CM.com. However, Confidential Information will not include any information or materials that: (i) were, at the date of disclosure, or have subsequently become, generally known or available to the public other than as a result of a breach of the confidentiality terms of the Agreement; (ii) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party. Without limiting the foregoing, nothing in these Terms and Conditions will limit or restrict CM.com’s ability to use or disclose any general know-how, experience, concepts and/or ideas that CM.com or its personnel acquire or obtain in connection with the performance of CM.com’s obligations hereunder.

10.2. The Receiving Party will maintain the Disclosing Party’s Confidential Information in strict confidence and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or enforce its rights under these Terms and Conditions. The Receiving Party will not disclose any Confidential Information of the Disclosing Party, except (i) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information and who are bound by written agreement with use and nondisclosure restrictions at least as protective as those set forth in these Terms and Conditions, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency, stock market or governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

10.3 Each Party's obligations with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years after termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under Applicable Law), such obligations will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under Applicable Law. Upon any termination of the Agreement, the Receiving Party will return or destroy all of the Confidential Information upon the written request of the Disclosing Party.

10.4 The Terms and Conditions of the Agreement will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party’s advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

11. Warranty and indemnification

11.1. The Partner represents and warrants to CM.com that: (i) it is a corporation duly organized, validly existing, and in good standing in the jurisdiction of its formation; (ii) it is duly qualified to do business and is in good standing in

every jurisdiction in which such qualification is required for the purposes of the Agreement; (iii) it has the full right, corporate power and authority to enter into the Agreement, and to perform its obligations under the Agreement; (iv) the execution of the Agreement by its representative whose signature is set out at the end hereof has been duly authorized by all necessary corporate action of Affiliate; and

11.2. CM.com will defend the Partner and the Partner's directors, officers and employees, (collectively, "Partner Indemnified Parties") from and against any claim or proceeding made or brought against the Partner Indemnified Parties by a third party alleging that CM.com's Services infringe or misappropriate such third party's IP Rights ("CM.com Indemnifiable Claim"). CM.com will have no liability or obligation under this section with respect to any CM.com Indemnifiable Claim arising out of (i) the use of the Services by the Partner in breach of the applicable Terms and Conditions (ii) the combination, operation, or use of the Services with other applications, portions of applications, products, or services where the Services would not by themselves be infringed; or (iii) the Services for which there is no charge. The Partner shall, promptly after becoming aware of a matter that may result in an IPR Claim: (i) notify CM.com of the details of the matter; (ii) afford access to CM.com and permit copies to be taken of any materials, records or documents as CM.com may require taking action; (iii) permit CM.com the exclusive conduct of any proceedings and take such actions as CM.com may request from time to time to defend or resist the matter, including the engagement of professional advisers named by CM.com; and (iv) not admit any liability or settle the matter without the prior written consent of CM.com.

11.3. If the Services are, or in CM.com's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party IP-rights, or if the Partner's ability to provide access to the CM.com Platform is enjoined or threatened to be enjoined, CM.com may, at its option and sole cost and expense; (i) obtain the right for the Partner to continue to market and sell access to the CM.com Platform materially as contemplated by the Agreement; or (ii) seek to make the CM.com Platform (as so modified or replaced) non-infringing while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the CM.com Platform under the Agreement; and/or (iii) by written notice to the Partner, terminate the Agreement, and require the Partner to immediately cease all distribution and sale of access to the CM.com Platform.

11.4. The Partner is solely and fully liable for all acts and omissions by its Customers. The Partner agrees to defend, indemnify, and hold harmless CM.com and its Affiliates from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in connection with any of the following ("Claim"): (a) the Partner's or its Customer's access to or use of the Services, including information provided in connection therewith; (b) the Partner's or its Customer's breach or alleged breach of this Agreement or Applicable Law; or (c) any misrepresentation made by the Partner. CM.com has the right to solely control, and the Partner will cooperate as fully as required in the defense or settlement of any such Claim.

11.5. CM.com does not warrant that the CM.com Platform or the CM.com Services will operate without interruption, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code or error free. Without limiting a Party's express warranties and obligations hereunder, and except as expressly provided herein, the CM.com services are provided "as is," and neither party makes any warranty of any kind, whether express, implied, statutory, or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement to the fullest extent permitted by law. CM.com additionally disclaims all warranties related to third party telecommunications providers.

12. Liability

12.1. Nothing in this Agreement excludes or limits either Party's liability for death or personal injury caused by either Party's gross negligence, either Party's fraud or fraudulent misrepresentation, damage as the result of intent or willful recklessness on the part of the liable Party, liability arising out of the Partner's breaches of section 6 (Pricing, payment and taxes), either Party's indemnity obligations, or any other liability which cannot be excluded or limited under Applicable Law.

12.2. Subject to section 12.1 in no event shall either Party be liable in contract, tort or otherwise howsoever for any (i) loss of profit; or (ii) loss of business; or (iii) loss of goodwill or depletion of goodwill; or (iv) loss of contracts; or (v) loss of revenues; or (vi) loss or corruption of data or information; or (vii) loss of anticipated savings; or (viii) pure economic loss (irrespective of whether the losses at (i) through (viii) are direct or indirect, and/or for any special, indirect or consequential loss or damage of any nature whatsoever, whatever the cause thereof arising out of or in connection with the Agreement even if the other has been advised of the possibility of such damages; and, no event shall CM.com's aggregate, cumulative liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability exceed the total amount of fifty thousand euros (€ 50.000), or equivalent in the local currency, over the entire duration of the Agreement and for any and all claims under the Agreement.

12.3. Notwithstanding anything to the contrary, the limitations in section 12.2 do not apply to Partner's breach of section 4 (partner obligations) or amounts payable pursuant to Partner's indemnification obligations under section 12 (warranty and indemnification).

13. Personal Data

13.1. CM.com Protection of Personal Data. CM.com shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. CM.com shall not (i) modify Personal Data, (ii) disclose Personal Data except as compelled by law or as expressly permitted in writing by Partner or the applicable Customer, or (iii) access Personal Data except to the extent required to provide the CM.com Platform and/or Services and prevent or address service or technical problems, or (iv) at Partner's request in connection with Customer support matters.

13.2. Partner Protection of Personal Data. Partner shall comply with Applicable Data Protection Law. More specifically, Partner warrants and represents that it has obtained authorization or have the right to obtain the Personal Data under the Applicable Data Protection Laws prior to processing Personal Data and prior to submitting the same Personal Data to CM.com.

14. Force majeure

14.1. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is as a consequence of force majeure. In the context of the Agreement the term 'force majeure' includes, but is not limited to, the following: government interventions, strikes, disease, pandemic, epidemic, acts of terrorism or threat thereof, interruption of operations, energy disruptions, interruptions in telecommunications facilities of third parties, as well as every other circumstance that a Party could not reasonably have avoided or prevented, which creates an obstacle to the normal performance of the Agreement. In the event of any failure or delay caused by a force majeure event, the affected

party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such force majeure event. Provided it has complied with the foregoing obligations, either party may terminate this Agreement if a force majeure event affecting the other Party continues substantially uninterrupted for a period of thirty (30) days or more.

15. Miscellaneous

15.1. On CM.com's reasonable request, the Partner shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, reasonably necessary to give full effect to the Agreement.

15.2. This Agreement, and any documents referenced in the Agreement set out the entire agreement between the Parties and supersedes all prior agreements and undertakings relating to the subject matter.

15.3. Provisions which by their nature are intended to survive termination of the Agreement shall continue to apply after the end of the Agreement, including, but not limited to, the provisions of clauses 7 (Intellectual Property), 8 (Duration and termination of the Agreement), 9 (Consequences of Termination) 10 (Confidentiality), 11 (Warranty and Indemnification), 12 (Liability),13 (Personal Data) 14 (Force Majeure), 16 (Applicable Law and disputes) of the Agreement.

15.4. All notices, requests, consents, claims, demands, waivers and other communication under the Agreement will have legal effect only if in writing, in English, and addressed to a Party as set out below (or to such other address or such other person that such addressee Party may designate from time to time). Notices sent in accordance with this clause will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) one day after being sent, if by facsimile or email, (in each case, with confirmation of transmission), and (iv) on the fifth (5th) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.5. The headings in the Agreement are for reference only and do not affect the interpretation of the Agreement.

15.6. If any provision of the Agreement is held to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the Agreement otherwise remains in full force and effect and shall be enforceable.

15.7. No amendment to or modification of the Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

15.8. Neither Party may assign any of its rights or delegate any of its obligations under the Agreement, whether by operation of law or otherwise, without the prior express written consent of the other Party, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation of this clause shall be null and void. Notwithstanding the foregoing, CM.com may assign the Agreement with notice to its Affiliates in connection with any merger or acquisition or sale of all or a substantial part of CM.com's or its Affiliates assets or stock (such notice to be delivered within reasonable time).

15.9. The Parties are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between CM.com and the Partner. Neither Party, by virtue of the Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party. Each Party assumes responsibility for the actions of their

personnel under the Agreement and will be solely responsible for their supervision, daily direction, and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under the Agreement will be accomplished. Except as provided otherwise in the Agreement, the Partner has the sole discretion to determine the Partner's methods of operation, the Partner's accounting practices, the types and amounts of insurance the Partner's carries, the Partner's personnel practices and the Partner's service areas and methods. If any provision of the Agreement is deemed to create a franchise or agency relationship between the parties, then the Parties shall negotiate in good faith to modify the Agreement so as to affect the Parties' original intent as closely as possible in a mutually acceptable manner.

16. Applicable Law and disputes

16.1. The Agreement (and any matters arising from or related hereto), shall be governed by and construed in accordance with the laws of the applicable state or country as defined in the Governing Law and Dispute Terms, without regard to conflicts of laws and principles that would cause the laws of another jurisdiction to apply.

16.2. Any disputes arising out of or in connection with the Agreement, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the competent courts as defined in the Governing Law and Dispute Terms.

Governing Law and Dispute Terms

Partners - Governing Law and Disputes

Version: **December 1st, 2023**

The Agreement is between Partner and the CM.com entity identified in the Partner Agreement. Unless expressly agreed otherwise, the Agreement will be governed by and interpreted according to the laws of the state or country identified in the table below without regard to conflict of law principles. All disputes will be subject to the exclusive jurisdiction of the dispute forum identified below.

CM.com contracting entity and notices address	Governing law	Dispute forum
CM.COM Netherlands B.V. Konijnenberg 30, 4825 BD Breda, the Netherlands. VAT number: NL815652288B01 Coc number: 20123808 **CM.com International B.V.** Konijnenberg 30, 4825 BD Breda, the Netherlands. VAT: NL821640690B01 Coc number: 20163380	Dutch	Competent court in Amsterdam, the Netherlands.
CM.com Denmark A/S H.C. Andersens Boulevard 38, 3. th, 1553 København V, Denmark. VAT number: DK42857661 Coc number: 42857661	Denmark	Competent court in Copenhagen, Denmark.
CM Communication Platform & Technology, S.L.U. Calle Serrano 41, 4a planta, 28001 Madrid, Spain. VAT number: ESB88586961 Coc number: B88586961	Spain	Competent court in Madrid, Spain.
CM Telecom France SAS 3-5 rue Saint-Georges, 75009 Paris, France. VAT number: FR66802946715 Coc number: 802946715	French	Competent court in Paris, France.
CM Telecom Hong Kong Ltd. 3806 Central Plaza, 18 Harbour Road, Wanchai, Hong Kong. Coc number: 231683	Hong Kong	Competent court in Hong Kong.
CM Telecom Shenzhen Co. Ltd. Rm 201, Building A, No. 1 Qianwan Yi Road, Qianhai Shenzhen Hong Kong Corporation Area, Qianhai District Shenzhen, China. VAT & Coc number: 91440300MA5DJN2T4Y	The People's Republic of China	Notwithstanding the possibility of appeal – be submitted to the People's Court of CM.com registered residence.

CM Telecom Singapore Private Limited 77 Robinson Road #13-00, Singapore 068896. VAT & Coc number: 201936423E	Singapore	Arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be in Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be in English.
CM Telecom South Africa (Pty) Ltd Mazars House, Rialto Rd, 7441 Grand Moorings Precinct, Century City, Cape Town, South Africa. VAT number: 4650274337 Coc number: 2015/290821/07	South Africa	The parties shall use their best efforts to settle the dispute by mediation. Upon written notice from any party to the other (the "Dispute Notice") the dispute shall be referred to a suitably qualified independent mediator, whose identity shall be agreed between the parties in writing, within 7 (seven) days of receipt of the Dispute Notice, and failing agreement as aforesaid, to a suitably qualified independent mediator appointed by the President for the time being of the Cape Law Society (or its successor body in the Western Cape). The mediator shall be an Africa Centre for Dispute Settlement accredited mediator. The mediation shall be held at a venue in Cape Town. The parties shall agree on the mediation procedure and failing agreement within 14 (fourteen) days of receipt of the Dispute Notice or such longer period of time as may be agreed to in writing, then, the mediation shall take place in accordance with the United Nations Commission on International Trade Law Model Conciliation Rules in force at the time of the dispute. If for any reason, including lack of co-operation by the parties, a dispute is not settled by mediation within 30 (thirty) days of receipt of the Dispute Notice or such longer period of time as may be agreed to in writing, then the dispute shall be settled by arbitration in accordance with the following provisions: the arbitrator shall, if the dispute is agreed in writing by the parties to be: primarily an accounting matter, be an independent practicing accountant of not less than 10 (ten) years' standing as such; primarily a legal matter, be an attorney of not less than 10 (ten) years' standing as such or a practicing senior counsel; any other matter, be a suitably qualified independent person, agreed upon in writing by the parties; provided that if the parties do not, within 14 (fourteen) days of the 30-day period contemplated in clause 16.5 agree in writing as to the identity of the arbitrator, the arbitrator shall, irrespective of the nature of the dispute, be appointed by the Registrar of the Arbitration Foundation of Southern Africa upon request by any party to make such appointment; the arbitration shall be held at a venue in Cape Town and shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa; immediately after the arbitrator has been appointed, any party shall be entitled to call upon the arbitrator to fix a date and place when and where to meet with the arbitrator to settle the manner in which the arbitration proceedings will be held; subject to the clause above any order or award that may be made by the arbitrator: shall be final and binding; shall be carried into effect; and may be made an order of any competent court. Nothing in this section shall preclude any party from seeking interim and/or urgent relief from a court of competent jurisdiction.
CM Telecom UK Ltd. 13th Floor, One Angel Court, London, EC2R 7HJ, United Kingdom. VAT number: GB138342417 Coc number: 08141550	England and Wales	Competent court in London, England and Wales.
CM.com Belgium N.V. Stationsstraat 100, 2800 Mechelen, Belgium. VAT number: BE0472759588 Coc number: 472759588	Belgium	Competent court in Brussels, Belgium.

CM.com Brasil Ltda Av Brigadeiro Faria Lima, 1485, 01452-002 Sao Paulo, Brazil. Coc number: 44.287.836/0001-94	Brazil	Competent court in Sao Paulo, Brazil.
CM.com Germany GmbH Wiesenhüttenstraße 11, 60329 Frankfurt/Main, Germany. VAT number: DE298052829 Coc number: HRB 13092	German Federal Republic law	Notwithstanding the possibility of appeal – be submitted to the competent court in Frankfurt if the Partner is classified as a merchant ("Kaufmann"), he concludes this Agreement as part of his professional activities, the Partner is an institution of public law or a special fund under public law.
CM.com Italy S.r.l. Via Milano Fiori 6, 20090 Edificio A, Scala 13, Piano 1, 1st floor, Assago (MI), Italy. VAT number: IT11506110961 Coc number: 2608080	Italy	Competent court in Milan, Italy.
CM.com Japan K.K. 4-3-5 704 Ebisu, Shibuya-ku, 150-0013 Tokyo, Japan. VAT number: 4011001121020 Coc number: 0110-01-121020	Japan	Competent court in Tokyo, Japan.
CM.com US Inc. 11801 Domain Blvd, 3rd floor – B 133, Austin, TX, 78758, USA. Coc number: 7734319	State of New York, USA	Competent court in State of New York, USA.
CMCOM TURKEY ELEKTRONİK HABERLEŞME LİMİTED ŞİRKETİ Maslak Mahallesí Maslak Meydan Sk. Beby Giz Plaza A, Blok Apt. no: 1-99, Sariyer/Istanbul, Turkey. VAT number: TR2111266107 Coc number: 10898352	Republic of Turkey	Competent court in Istanbul, Çağlayan (Central), Turkey.
Communication Platform India Private Limited 2nd Floor, Sabari Complex, 24 Field Marshal, Cariappa Road, Shanthala Nagar, Ashok Nagar, Bangalore, Karnataka 560025, India. VAT number: 29AAJCC2024Q1ZA Coc number: U72900KA2020FTC142667	India	Competent court in Bangalore, India.