

SUBSCRIPTION TERMS

These Subscription Terms (these “**Terms**”) govern Customer’s use of Services from Pricefx. By (a) executing or otherwise accepting an Order Form or other agreement that references these Terms or (b) using any Subscription Services, Customer agrees to these Terms. Capitalized terms have the definitions set forth in [Section 11](#).

1. Provision of Services.

1.1 Access and Use Right. Subject to the terms of the Agreement, Pricefx grants Customer a non-exclusive, non-transferable right to access and use the Subscription Services and Documentation during the Subscription Term, solely for Customer’s and its Affiliates’ internal business purposes.

1.2 Support Services. Pricefx shall provide to Customer support and maintenance services related to the Subscription Services at the level designated in the Order Form (“**Support Services**”). “Standard” Support Services, including service level agreements, are subject to the [Support and SLA Addendum](#), which is incorporated herein by reference. Other (non-Standard) Support Services are subject to the terms and fees set forth in the applicable Order Form or Statement(s) of Work. Pricefx will not make any changes to the then-current Support Services offering that would lower in any material respect the overall quality and standards of the Support Services being provided by Pricefx.

1.3 Pricefx Control and Responsibility. Except as otherwise provided expressly in these Terms, as between the parties, Pricefx has and will retain sole control over the operation, provision, maintenance, and management of the Pricefx Materials, and the performance of Pricefx Personnel under the Agreement.

1.4 Relationship Managers. Each party shall maintain a relationship manager (a “**Relationship Manager**”) to serve as its primary point of contact for day-to-day communications, consultation, and decision-making regarding the Agreement. Customer’s initial Relationship Manager will be set forth on an applicable Order Form and/or Statement of Work. Customer will be notified of Pricefx’s Relationship Manager after signature of the applicable Order Form. Either Relationship Manager’s contact details can be updated upon written notice (email accepted) to the other party.

1.5 Changes. Pricefx reserves the right to make at any time any reasonable changes to the Pricefx Materials that it deems necessary or useful to comply with applicable Law or to otherwise maintain or enhance the quality, delivery, performance, or competitive strength of or market for Pricefx’s products and services. Customer acknowledges and agrees that any Order Form(s) entered into are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Pricefx Personnel regarding future functionality or features of the Services. For the avoidance of doubt, changes described in this Section will not lower in any material respect the overall quality and standards of the Services.

1.6 Updates. Subscription Services include updates (major and minor software releases) to the capabilities listed on the Order Form. Customer may not operate the Subscription Services more than one (1) major software release behind schedule (the “**Update Standard**”). Customer acknowledges that Customer’s failure to comply with the Update Standard may affect the functionality, operation, and security of the Subscription Services, and Pricefx shall have no liability for any breach of its obligations related thereto (including, without limitation, those set forth in [Sections 1.3, 1.7 and 6.2](#)) that arises during any period in which Customer is not in compliance with the Update Standard. Further, if Customer is on a private cloud (as indicated on an Order Form), Pricefx may charge Customer 1.5% of the then-current Base Subscription Fee for each 30-day period that Customer is not in compliance with the Update Standard. For clarity, if Customer is on a shared cloud (as indicated on an Order Form), Pricefx shall update the Subscription Services automatically, subject to advance notice of such update.

1.7 Data Protection.

(a) **Security Measures.** Pricefx will maintain appropriate technical, physical, and administrative safeguards designed to protect the security and integrity of Customer Data. Pricefx will notify Customer without undue delay of any unauthorized access to or use or disclosure of any Customer Data (each, a “**Security Incident**”) and will take all reasonable mitigation measures determined by Pricefx to be appropriate under the circumstances and in accordance with applicable Law. Without limiting the foregoing, Pricefx shall maintain the security measures described in the [Security Addendum](#), which is incorporated herein by reference.

(b) **Personal Data; Roles.** Each party will comply with applicable data protection laws in connection with the Agreement. Without limiting the foregoing:

- i. **Customer Content.** To the extent Customer inputs, uploads, or otherwise makes available personal data as part of Customer Data in connection with Customer’s use of the Subscription Services, Customer is the data controller (or analogous term), and Pricefx will process such personal data as Customer’s processor (or analogous term) solely to provide the Services and, if applicable, as further described in the Data Processing Addendum (as defined in clause (iii) below).
- ii. **Account and Security Data.** The Subscription Services may process limited personal data relating to Authorized Users (such as name, business contact details, username, access credentials, and audit logs) for purposes of account administration, authentication, security, service integrity, and support (“**Account Data**”). Pricefx acts as the data controller (or analogous term) with respect to Account Data and will process Account Data in accordance with its privacy and security obligations under the Agreement and applicable Law.
- iii. **Data Processing Addendum.** Where required by applicable Law, or where the parties otherwise agree, the processing of personal data by Pricefx on behalf of Customer will be governed by the [Data Processing Addendum](#) (the “**Data Processing Addendum**”), which is incorporated herein by reference.

(c) **Certifications and Questionnaires.** Pricefx will perform an annual ISO 27001 audit and may, in its discretion, conduct similar security standard audits. Pricefx will also provide to the Customer at its request Pricefx’s Consensus Assessment Initiative Questionnaire (CAIQ) documenting Pricefx’s applicable security controls. No more than once per year, Customer may submit one request for a copy of: (a) Pricefx’s SOC 1 Type 2 Report, (b) SOC 2 Type 2 Report, and/or (c) Pricefx’s ISO 27001 certificate. Further, if Customer is an ENX subscriber, Customer may download Pricefx’s TISAX certification at www.enx.com under the following ID Number: PKFLHK, company name: Price f(x) s.r.o. If similar third-party audits, standards, and/or certifications become available in the future, Pricefx may choose to perform such audit(s) and/or certify to such established industry-standard selected by Pricefx in place of those in the preceding sentences. If Customer requires data security or privacy questionnaires or assessments in addition to the foregoing, Customer shall notify of such requirement, and Pricefx and Customer shall discuss such request in good faith and enter into a Statement of Work or similar document that describes in greater detail the scope of such questionnaire or assessment and the associated fees for completion. Customer may not request such additional questionnaires or assessments more than one time during a calendar year, unless otherwise agreed in writing.

1.8 **Product-Specific Terms.** Certain Pricefx products and services are subject to product-specific terms as and to the extent set forth on Pricefx’s [Contracts Hub](#) (the “**Product-Specific Terms**”). By using the applicable products or services, Customer is expressly agreeing to the Product-Specific Terms, which are

deemed part of these Terms and incorporated herein. The Product-Specific Terms apply specifically to any Subscription Services that constitute or incorporate AI Features.

1.9 Trial Services. In the event of a conflict between this Section and any other section of these Terms, this Section shall control.

(a) Trial Services. Pricefx may make available to Customer trial or evaluation use of the Subscription Services, including features, functionalities, or services made available for free or that are “beta,” pre-release, or otherwise not generally available (the “**Trial Services**”). Customer may access and use Trial Services for evaluation use only. Any Customer Data within or configurations of the Trial Services for Customer will be permanently lost unless Customer purchases a subscription to the corresponding Subscription Services or exports Customer Data before expiration or termination of the Trial Term. Customer acknowledges further that Pricefx makes no promise as to future functionality or features and that Pricefx reserves the right to make any reasonable changes to the Trial Services or to immediately and without notice remove or terminate Customer’s access to Trial Services, in each case for any reason and without liability to Customer.

(b) DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS: (i) THE TRIAL SERVICES ARE PROVIDED AS-IS WITHOUT ANY SUPPORT, SERVICE LEVEL AGREEMENT, REPRESENTATION, OR WARRANTY (EXPRESS OR IMPLIED); AND (ii) PRICEFX SHALL HAVE NO INDEMNIFICATION OBLIGATIONS OR OTHER LIABILITY IN RESPECT OF THE TRIAL SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE PRICEFX’S LIABILITY UNDER THE AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, \$10,000.00.

2. Use of Services.

2.1 Authorized Users. Customer may grant access to and use of the Subscription Services only to its Authorized Users. In no event may Customer grant access to or use of the Subscription Services to any Restricted Party (including an employee, contractor, or another representative thereof). Customer shall be responsible for its Authorized Users’ compliance with the Agreement and the Documentation and employing appropriate technical, physical, and administrative safeguards necessary to administer the secure distribution and use of all Access Credentials.

2.2 Scope Limitations. Only Customer (including its Authorized Users) may access and use the Services. Customer may only use the Subscription Services in respect of the business unit(s), geographic territories, and other limitations set forth on the applicable Order Form. If Customer at any time exceeds a limit on an applicable Order Form, Customer will execute an Order Form for additional capacity to bring Customer into compliance with this Agreement, which additional capacity shall be priced based on Pricefx’s then-current price list. During the Subscription Term and the 12-month period after its expiration or termination, Pricefx may, no more than once per year, request information from Customer reasonably necessary to verify Customer’s compliance with the restrictions and limitations set forth on the applicable Order Form or otherwise under the Agreement. Any such request shall be limited to information reasonably related to the applicable Order Form and the Agreement and will be treated by Pricefx as Customer’s Confidential Information in accordance with Section 4. Customer may provide the requested information in a format and form reasonably determined by Customer, provided that such information is in writing and contains the data reasonably necessary for Pricefx to verify Customer’s compliance with the applicable limitations.

2.3 Use Restrictions. Customer shall not, and shall not permit any Person to: (a) copy, modify, or create derivative works of the Pricefx Materials; (b) rent, sublicense, assign or otherwise make available the Pricefx Materials to any Person other than Authorized Users; (c) reverse engineer, adapt or otherwise attempt to derive or gain access to the source code of the Subscription Services; (d) bypass or breach any security device or protection used in the Pricefx Materials; (e) provide to or through the Pricefx Materials any information, data,

or other materials that are unlawful or contain any harmful code; (f) access or use the Pricefx Materials for purposes of competitive analysis of the Pricefx Materials, and/or the development of another Person's software services or products; and/or (g) otherwise access or use the Pricefx Materials beyond the scope of the authorization granted in the Agreement or in violation of the Agreement. If Customer becomes aware of any actual or threatened activity prohibited by the Agreement, Customer shall take all reasonable measures necessary to stop the activity or threatened activity and to mitigate its effects and immediately notify Pricefx of any such actual or threatened activity.

2.4 Customer Cooperation. Customer shall at all times: (a) to the extent necessary, provide Pricefx Personnel with reasonable access to Customer's premises and Customer Systems for Pricefx to perform the Implementation Services or Support Services; (b) in case of a security, infringement, or other incident impairing use of the Services, work with Pricefx to implement temporary procedures or workarounds provided by Pricefx while Pricefx works on a permanent solution to such incident; (c) provide all cooperation and assistance as Pricefx may reasonably request to enable Pricefx to exercise its rights and perform its obligations under the Agreement; and (d) participate actively in steering committee and other project governance activities, including regular participation therein by suitably qualified Customer personnel with appropriate decision-making authority, in all cases as may be further described in the applicable Order Form or Statement of Work with respect to applicable Services (or equivalent services provided by a third party). Pricefx is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's breach of, or delay or failure in performing any obligations under, the Agreement.

2.5 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) setting up, maintaining, and operating in good repair in accordance with the Documentation all Customer Systems; (b) the accuracy, quality, legality, and integrity of the Customer Data; (c) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (d) employing appropriate technical, physical, and administrative safeguards necessary to securely administer access to and use of the Services and Pricefx Materials by or through the Customer Systems and/or Access Credentials; and (e) all results obtained from, and all conclusions, decisions, and actions based on such access or use.

3. Fees, Taxes, Payment.

3.1 Fees; Reimbursable Expenses. Customer shall pay Pricefx the fees set forth on any Order Form or Statement of Work (the "**Fees**") or otherwise properly invoiced from time to time. Customer shall reimburse Pricefx for out-of-pocket expenses incurred by Pricefx in connection with performing the Services ("**Reimbursable Expenses**"). Such Reimbursable Expenses shall be subject to Customer's prior written approval.

3.2 Taxes. All Fees and other amounts payable by Customer under these Terms are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any country, federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Pricefx's income. If Customer believes it is exempt from any taxes or assessments applicable to Customer's use or receipt of the Services, Customer shall provide Pricefx with evidence of such exemption and otherwise work in good faith with Pricefx to confirm the applicability and scope of such exemption.

3.3 Payment. Customer shall pay all Fees and Reimbursable Expenses as set forth in the applicable Statement of Work or Order Form. If any Statement of Work or Order Form fails to specify payment terms, Customer shall pay all invoices net 30 from date of the invoice. If Customer fails to make any payment when due, Pricefx shall send Customer a written notice requiring payment of the outstanding amount. If Customer has not paid the outstanding amount within 5 business days of the date of such notice, Pricefx may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or,

if lower, the highest rate permitted under applicable Law. Recurring invoices are generally issued by Pricefx on the first business day of the Initial Term or Renewal Term, as applicable. Non-recurring invoices are generally issued by Pricefx promptly following the period in which the Fees or Reimbursable Expenses accrued. If Customer requests that Pricefx use Customer or third-party systems (e.g., Ariba) to submit invoices or otherwise process payments, Customer shall bear all costs associated with Pricefx's use of such systems, including, if applicable, reimbursing Pricefx for out-of-pocket expenses incurred in using such systems. The parties may agree in an Order Form or Statement of Work to alternative invoicing practices.

4. Confidentiality.

4.1 Confidential Information. In connection with the Agreement, each party (as the “**Disclosing Party**”) may make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to Section 4.2, “**Confidential Information**” means all technology, trade secrets, business plans, strategies, customers and pricing, financial and other proprietary information disclosed in writing by the Disclosing Party to the Receiving Party regardless of form, which is either explicitly identified as confidential or by its nature reasonably identifiable as confidential, and the material terms of the Order Form. Notwithstanding the foregoing: (a) all Pricefx Materials are the Confidential Information of Pricefx and all Customer Data is the Confidential Information of Customer; (b) the terms of the Order Form are the Confidential Information of both parties; and (c) Confidential Information does not include information that: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement; or (iii) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information. For clarity, each party may include the other party's name and marks in its lists of current or former customers or vendors (including on such party's website) but may not reference any specific commercial terms of the Agreement.

4.2 Protection of Confidential Information. The Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement; (b) not disclose any Confidential Information to any third party except to Representatives who require access to or use of such information for purposes consistent with the Agreement and who are subject to binding confidentiality protections no less protective of the Confidential Information than those herein, except that the Receiving Party may share a copy of the Agreement with its Representatives or third parties (other than a Restricted Party) performing due diligence or auditing activities with respect to the Receiving Party, and/or with Partners in connection with such Partners performing services for Customers; and (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its information of a similar nature and in no event less than a reasonable degree of care.

5. Intellectual Property and Proprietary Rights.

5.1 Customer Data.

(a) Limited License to Pricefx. Customer hereby grants Pricefx a non-exclusive, non-transferable license to process the Customer Data during the Subscription Term to provide the Services.

(b) Statistical Information. Pricefx may collect, generate, and use data based on the operation, use, and/or performance of the Services to provide, enhance, support, and maintain the Services and related Pricefx products or technology. For clarity, such data shall not include Customer Data or derivatives thereof.

(c) Reservation of Rights. As between Customer and Pricefx, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all intellectual property rights therein or thereto. Pricefx has no right, license, or authorization with respect to any of the

Customer Data except as set forth expressly in this Agreement. Without limiting the foregoing, nothing in this [Section 5.1](#) authorizes Pricefx to, and Pricefx agrees that it shall not, disclose to any person (other than Customer or its Authorized Users) any non-anonymized Customer Data or otherwise enable any person to identify the source or provenance of Customer Data.

5.2 [Pricefx Materials](#). As between Pricefx and Customer, Pricefx is and will remain the sole and exclusive owner of all right, title, and interest in and to the Pricefx Materials, including all intellectual property rights therein or thereto. Customer has no right, license, or authorization with respect to any of the Pricefx Materials except as set forth expressly in these Terms.

5.3 [Customer Feedback](#). Customer grants to Pricefx a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use and incorporate into its products and services any suggestion, request, correction, or other feedback provided by Customer or any of its Authorized Users concerning any Pricefx products or services, provided that such use and incorporation by Pricefx does not identify Customer as the source of such feedback.

6. [Representations and Warranties](#).

6.1 [Mutual](#). Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has entered into the Agreement validly and has the legal power and authority to do so; and (c) it will comply with all applicable laws in performing its obligations or exercising its rights under this Agreement.

6.2 [Pricefx](#). Pricefx represents and warrants to Customer that: (a) Pricefx will (i) perform the Services using Pricefx Personnel of appropriate skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and (ii) devote adequate resources to meet its obligations under the Agreement; (b) Pricefx will not materially decrease the overall security or functionality of the Services during the Subscription Term; and (c) the Services will perform materially in accordance with the applicable Documentation.

6.3 [Customer](#). Customer represents and warrants to Pricefx that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data and that, as received by Pricefx and processed in accordance with the Agreement, Pricefx's processing of Customer Data does not and will not infringe, misappropriate, or otherwise violate any applicable Law or any privacy rights, intellectual property rights, or other rights of any third party.

6.4 [DISCLAIMER](#). EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS [SECTION 6](#), ALL PRICEFX MATERIALS ARE PROVIDED "AS IS," AND PRICEFX SPECIFICALLY DISCLAIMS ALL IMPLIED, STATUTORY, OR OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACHIEVEMENT OF INTENDED RESULT, ERROR-FREE OPERATION, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

7. [Intellectual Property Indemnification](#).

7.1 [Pricefx Indemnification](#). Pricefx shall indemnify, defend, and hold harmless Customer and its Representatives (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by a Customer Indemnitee resulting from any Action by a third party that Customer's use of the Services in accordance with these Terms (including the Documentation) infringes or misappropriates a third party's intellectual property rights. The foregoing obligation does not apply to the extent that the alleged infringement or misappropriation arises from: (a) Customer Data; (b) access to or use of the Pricefx Materials in combination with any hardware, system, software, network, or other materials or service not provided by Pricefx or specified

for Customer's use in the Documentation; (c) the modification of the Pricefx Materials other than by Pricefx; and/or (d) the failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Pricefx.

7.2 Indemnification Procedure. A Customer Indemnitee must promptly notify Pricefx in writing of any Action for which it believes it is entitled to be indemnified pursuant to [Section 7.1](#) and surrender control of the defense to Pricefx. Pricefx shall employ counsel reasonably acceptable to the Customer Indemnitee to handle and defend such Action. The Customer Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its choosing. Pricefx shall not settle any Action on any terms or in any manner that adversely affects the rights of any Customer Indemnitee without the Customer Indemnitee's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.

7.3 Mitigation. If any of the Pricefx Materials are, or in Pricefx's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right ("**Allegedly Infringing Materials**"), Pricefx may, at its option and sole cost: (a) obtain the right for Customer to continue to use the Allegedly Infringing Materials as contemplated by these Terms at no additional cost to Customer; (b) modify or replace the Allegedly Infringing Materials, in whole or in part, to seek to make the Allegedly Infringing Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute proper Pricefx Materials under the terms of the Agreement; or (c) if neither (a) nor (b) is reasonably practicable, by written notice to Customer, terminate the applicable Order Form(s) with respect to the portion of the Pricefx Materials that are Allegedly Infringing Materials, and require Customer to immediately cease any use of the Allegedly Infringing Materials or any specified part or feature thereof, provided that, subject to Customer's compliance with its post-termination obligations set forth in [Section 9.3](#), Customer will be entitled to a pro-rated refund of any pre-paid Fees for such terminated or removed Allegedly Infringing Materials.

7.4 Sole Remedy. THIS [SECTION 7](#) SETS FORTH CUSTOMER'S SOLE REMEDY AND PRICEFX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PRICEFX MATERIALS OR ANY SUBJECT MATTER OF THE AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8. [Limitations of Liability.](#)

8.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO ANY PERSON UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS VALUE OR GOODWILL OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THE AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT PAID TO PRICEFX UNDER THE RELEVANT ORDER FORM IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3 EXCEPTIONS. The exclusions and limitations in [Sections 8.1](#) and [8.2](#) do not apply to (a) Pricefx's indemnification obligations in [Section 7](#), (b) Customer's payment obligations under this Agreement or violation of any usage restrictions set forth in an Order Form or elsewhere in this Agreement, or (c) a party's fraud, gross negligence, or willful misconduct. The limitations in [Section 8.2](#) do not apply to liability arising out of or related to Security Incidents resulting from Pricefx's breach of [Section 1.7](#), for which Pricefx's aggregate liability, under

any legal or equitable theory, shall not exceed two times (2x) the amount paid to Pricefx under the relevant Order Form in the 12 months preceding the event giving rise to the claim.

9. Subscription Term and Termination.

9.1 Subscription Term. The Agreement commences on the Subscription Start Date of the first Order Form and continues until all Order Forms and Statements of Work have expired or been terminated. Each subscription's Initial Term and Renewal Term shall be as specified on the applicable Order Form. Each Initial Term will automatically renew for Renewal Terms unless earlier terminated pursuant to these Terms (such Initial Term and each such Renewal Term, collectively, the "**Subscription Term**").

9.2 Termination; Suspension.

(a) Non-Renewal. Either party may terminate the Agreement or a specific Order Form as of the end of the then-current Initial Term or Renewal Term, as applicable, by providing written notice to the other party at least 60 days prior to the end of such Initial Term or Renewal Term, as applicable.

(b) Termination for Cause. Either party may terminate the Agreement or a specific Order Form: (i) on 30 days' written notice to the other party of a material breach if such breach remains uncured as of the end of such 30-day period (or immediately if such breach is incapable of cure); or (ii) if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or if such party becomes the subject of a petition for voluntary or involuntary bankruptcy or any other proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of its creditors.

(c) Pricefx Suspension. In connection with Customer's breach of the Agreement, Pricefx may suspend Customer's use of some or all of the Pricefx Materials without liability to Customer, but only after Pricefx has attempted to resolve such continuing breach with Customer's Relationship Manager.

9.3 Effect of Termination. Termination of the Agreement will automatically terminate all Order Forms and Statements of Work. Termination of a single Order Form shall not terminate or otherwise affect other Order Forms or Statements of Work, nor will such termination result in termination of these Terms unless no further Order Forms or Statements of Work remain in place after termination of the applicable Order Form. In addition to and without limiting the foregoing:

(a) For Cause. If an Order Form is terminated pursuant to Section 9.2(b): (i) where Customer is the terminating party, Customer will be relieved of any obligation to pay any Fees thereunder that would become payable after the effective date of termination, and Pricefx will refund to Customer prepaid Subscription Services Fees in respect of the period after the effective date of termination; (ii) where Pricefx is the terminating party, all Fees that would have become payable had the Order Form remained in effect until expiration of the then-current term (*i.e.*, the Initial Term, Renewal Term, or other applicable period) will become immediately due and payable.

(b) Data, Materials, and Confidential Information. Upon any termination or expiration of the Agreement and except to the extent retention is required by applicable Law: (i) Pricefx shall, within 30 days after such termination or expiration, cease all use of any Customer Data or Customer's Confidential Information and permanently erase all Customer Data and Customer's Confidential Information from all Pricefx Systems and records; and (ii) Customer shall immediately cease all use of Pricefx Materials and, within 30 days after such termination or expiration, permanently destroy or erase all materials containing any Pricefx Materials or Pricefx's Confidential Information from all Customer Systems and records. Neither party shall be in breach of the foregoing to the extent any data or information is retained in ordinary course archive or backup copies, provided that such data or information shall, to the extent applicable, remain subject to the provisions of Section 4 of these Terms.

(c) Data Delivery. If Customer requests in writing at least 10 business days prior to the effective date of termination, Pricefx shall, within 30 days following such termination, deliver to Customer the then most recent version of Customer Data maintained by Pricefx in XLS or CSV format. .

(d) Surviving Terms. The provisions set forth in the following sections of these Terms, and any other right or obligation of the parties in these Terms that, by its nature, should survive termination or expiration of the Agreement, will survive any expiration or termination of the Agreement: Sections 3, 4, 5, 6.4, 8, 9.3, and 10.

10. Miscellaneous.

10.1 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or another form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

10.2 Force Majeure. In no event will either party be liable or responsible to the other, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing under the Agreement when such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, war, terrorism, riot or other civil unrest, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate the Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for 30 days or more. This provision will not excuse any Customer delay or failure to satisfy its payment obligations under the Agreement.

10.3 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties set forth on the signature page(s) to Order Form(s) and/or the Statement(s) of Work, and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit, or remedy of any nature whatsoever.

10.4 Entire Agreement. The Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The parties acknowledge that, other than those express representations, warranties, and promises in the Agreement, they have not relied on any representations, warranties, or other promises made by the other in entering into the Agreement. Any terms and conditions stated in a Customer purchase order or similar documentation (including as provided through a vendor management or payment portal) are deemed void.

10.5 Order of Precedence. In the event of a conflict among any of the following, the order of precedence shall be: (a) the Product-Specific Terms, (b) any other terms incorporated by reference into these Terms, (c) the remainder of these Terms, and (d) the Order Form (unless such Order Form expressly overrides any of the foregoing terms).

10.6 Amendment. No amendment to the Agreement is effective unless it is in writing and signed by an authorized representative of each party. Notwithstanding the foregoing, Customer acknowledges and agrees that Pricefx may from time to time amend any terms or conditions incorporated herein by reference (including specifically the Product-Specific Terms), such amendment to take effect the business day after posting to the applicable webpage, provided that no such amendment shall materially decrease the quality of the Services or Customer's rights hereunder unless Customer has consented to such amendment.

10.7 **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless set forth in writing and signed by the waiving party. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will constitute a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.8 **Invalidity.** Should a provision of the Agreement be or become invalid or should the Agreement contain an omission, then the legal effect of the other provisions shall not thereby be affected and shall be construed to reflect the parties' intent.

10.9 **Assignment.** Neither party may assign any of its rights or obligations under the Agreement without the other party's prior written consent, except that either party may, without the consent of the other party, assign the Agreement in its entirety (a) to such party's Affiliate or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the business to which the Agreement relates. Notwithstanding the foregoing, Customer may not assign the Agreement or any of its rights or obligations hereunder to any Restricted Party. Subject to the foregoing, the Agreement will bind and inure to the benefit of each party and its respective successors and permitted assigns.

10.10 **Notices.** Except as otherwise expressly set forth in these Terms, any notice, request, consent, claim, demand, waiver, or other communications under the Agreement has legal effect only if in writing. Each party shall direct all notices under the Agreement to the address of the other party set forth in the Order Form or Statement of Work to which the notice relates. Notices sent in accordance with this Section will be deemed effectively given: (a) when received if sent by an internationally recognized courier, signature required; and/or (b) if sent by email, (i) when sent (if sent during the addressee's normal business hours) or (ii) on the next business day (if sent other than during the addressee's normal business hours).

10.11 **Governing Law and Venue.** The Law which applies to any disputes under the Agreement, and the courts that have jurisdiction over the Agreement, are set forth below. The Laws of the jurisdiction designated below shall apply without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction.

If the Pricefx entity entering into this Agreement is:	Governing law is:	The following courts have exclusive jurisdiction:
Price fx Inc., a Delaware USA corporation	Illinois and controlling United States federal law	Chicago, Illinois USA (state or federal)
Price f(x) EMEA GmbH, a limited liability company incorporated in Germany under registration no. HRB 251814	Germany	Munich, Germany
Pricefx UK Limited, a limited company registered in England and Wales under company no. 12935210	England and Wales	London, England UK
Price f(x) APAC Pty Ltd, a Queensland proprietary limited company with ACN 618 152 391	Brisbane (Queensland), Australia	Brisbane (Queensland), Australia

10.12 **Insurance.** During the term of the Agreement Pricefx shall, at its own expense, procure and maintain the following insurance coverages with financially sound and reputable insurers:

Coverage Scope	Policy Limit
Commercial General Liability	€10,000,000 (aggregate)
Professional Liability / Errors & Omissions	€10,000,000 (aggregate)
Cybersecurity	€10,000,000 (aggregate)
Umbrella (<i>Price fx Inc. only</i>)	\$10,000,000 (aggregate)
Workers' Compensation (<i>Price fx Inc. only</i>)	Applicable legal limit

(a) Notice of Cancellation or Material Change. Pricefx shall provide at least 30 days' prior written notice to Customer of any reduction or material change in coverage, in each case unless replacement coverage is obtained to ensure compliance with the table above without interruption.

(b) Evidence of Insurance. At Customer's request (and not more than once per calendar year), Pricefx will provide to Customer proof of coverage in accordance with this Section.

10.13 Local Law Requirements (German Governing Law Only). Only with respect to Customers subject to German governing Law per above, the modifications set forth below shall apply:

(a) Pricefx Representations and Warranties. The following language is added to Section 6 (Representations and Warranties):

(i). Reporting of Defects; Remedies; Exclusions. Customer shall report any deviation of the Services from clause (b) or (c) of Section 6.2 (Pricefx Representations and warranties) above ("**Defect**") to Pricefx in writing without delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Customer shall forward to Pricefx any useful information available to Customer for rectification of the Defect. Pricefx shall rectify any Defect within a reasonable period of time. If such rectification fails, Customer may terminate the respective Order Form, Statement of Work, and/or Agreement, in each case provided that Pricefx had enough time for curing the Defect. Section 9.3(a) of the Terms shall apply with respect to return of any pre-paid Fees by Customer. If Pricefx is responsible for the Defect or if Pricefx is in default with the rectification, Customer may assert claims for the damage caused in the scope specified in the "Limitation of Liability" section below.

(ii). Exclusions. Customer shall have no claims under Section 6 (Representations and Warranties) or under this Section 10.13 (a) if a Defect was caused by the Services not being used by Customer in accordance with the provisions of the Agreement and/or the Documentation.

(b) Intellectual Property Indemnification. The following language is added to Section 7.3 (Mitigation): If mitigation pursuant to this Section 7.3 fails, Customer may assert any allowable statutory claims, provided such claims will remain subject to Section 10.13(c) (Limitation of Liability for Customers).

(c) Limitation of Liability for Customers. Section 8 (Limitations of Liability) shall be replaced with the following:

(i). Unlimited Liability. The parties shall be liable without limitation (A) in the event of willful misconduct or gross negligence, (B) within the scope of a guarantee taken over by the

respective party, (C) in the event that a defect is maliciously concealed, (D) in case of an injury to life, body or health, and/or (E) according to the German Product Liability Law.

(ii). Liability for Breach of Cardinal Duties. If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of the Agreement is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of the Agreement the parties' liability shall be limited to foreseeable damage typical for the contract. A cardinal duty is an essential contractual obligation, which means an obligation the fulfillment of which makes the proper execution of the Agreement possible at all and on the fulfillment of which the Customer generally relies on and may rely on. In all other respects, any liability for damage caused by slight negligence shall be excluded.

(iii). Liability Cap; Scope. Unless the parties are liable in accordance with Section 10.13(c)(i) (Unlimited Liability): (A) in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to the Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose, (B) the foregoing limitation will not limit Customer's payment obligations under Section 3 (Fees and Payment) and/or any other Section or term related to Customer and its Affiliates' payment obligations to Pricefx, and (C) the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages and shall apply in the case of claims for a party's damages against the respective other party's employees, agents or bodies.

11. Definitions.

"Access Credentials" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Subscription Services.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, is controlled by such Person. The term "control" means the direct or indirect power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise/ownership of more than 50% of the voting securities of a Person.

"Agreement" means, collectively, these Terms and each Order Form and Statement of Work. For clarity, the Product-Specific Terms and any other terms incorporated into these Terms by reference are deemed part of the "Terms."

"AI Features" means large language models, generative artificial intelligence, or other machine learning or artificial intelligence technologies.

"ARM" means the annual revenue managed by Customer (including its Affiliates) within the business units, geographies, and other segments or divisions specified in the applicable Order Form, in each case to the extent such business unit, geography, or segment/division is able to access the Subscription Services.

"Authorized Users" means employees, contractors, and other persons employed by or associated with Customer or its Affiliates and permitted to access the Subscription Services by or on behalf of Customer.

“Customer” means the Customer entity entering into an Order Form or Statement of Work or otherwise accessing or using the applicable Subscription Service and/or Trial Service. If an individual accepts these Terms on behalf of an entity, such individual represents and warrants that they are authorized to bind such entity to these Terms, and such entity shall be deemed the **“Customer”** hereunder.

“Customer Data” means information, data, and other content submitted by or for Customer to the Subscription Services.

“Customer Systems” means the information technology infrastructure used by Customer in accessing and/or using the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

“Documentation” means any manuals, instructions, or other documents or materials that Pricefx provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Pricefx Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof. For clarity, **“Documentation”** does not include any Statement of Work.

“Implementation Services” means the implementation services provided by Pricefx, as set forth on a Statement of Work between Pricefx and Customer, if applicable.

“Initial Term” is the initial time period for the applicable Services as described on a particular Order Form or Statement of Work.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

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

“Order Form” means a duly executed order form between Pricefx and Customer governing Subscription Services (including the capabilities within Customer’s subscription, the Initial Term and Renewal Term, and applicable Fees) which references or otherwise incorporates these Terms.

“Partners” means the third-party ecosystem partners and related partnership arrangements of Pricefx in effect from time to time and which are necessary or applicable to the Services being provided under the Agreement.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Pricefx” means the Pricefx entity signing the applicable Order Form(s) and/or Statement(s) of Work or otherwise making available the applicable Subscription Service and/or Trial Service.

“Pricefx Materials” means the Services (including specifically the AI Features), Documentation, and Pricefx Systems and any and all other information, documents and other content, software, and other technologies that are provided by Pricefx in connection with the Services or otherwise comprise or relate to the Services or Pricefx Systems.

“Pricefx Personnel” means all individuals involved in the performance of Services as employees, agents, or independent contractors of Pricefx.

“Pricefx Systems” means the information technology infrastructure used by or on behalf of Pricefx in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Pricefx or through the use of third-party services.

“Renewal Term(s)” are the periods of time for Services as described on a particular Order Form or Statement of Work that follow the Initial Term.

“Representatives” means, with respect to a party, its and its Affiliates’ employees, officers, directors, and legal advisors. “Representatives” shall not include any Restricted Party or employee, officer, director, or agent or representative thereof.

“Restricted Parties” means any party that provides products or services competitive with the Services.

“Services” means as applicable, the Subscription Services, the Implementation Services, the Support Services, and/ or any other services provided by Pricefx pursuant to an Order Form or Statement of Work.

“Statement of Work” means a duly executed written agreement between Pricefx and Customer with respect to Implementation Services, expert services, or other solution services, which references or otherwise incorporates these Terms. For clarity, Customer does not need to enter into a Statement of Work with Pricefx to obtain Subscription Services (only an Order Form).

“Subscription Services” means the software-as-a-service offerings purchased by Customer and provided by Pricefx under a duly executed Order Form.

“Trial Term” means the period beginning on Customer’s initial access to the Trial Service and concluding on the date designated by Pricefx. Where Pricefx has not designated a date or period, the Trial Term shall be deemed to be 30 days.