

Como Solution General Terms

These Como Solution General Terms ("**Terms**") are incorporated into the Order Form entered between you ("**Business**" or "**you**") and the Como entity listed on the Order Form ("**Como**" or "**we**") or between you and one of Como's authorized business partners ("**Order Form**" and "**Partner**", respectively). To the extent you have entered into an Order Form with one of our Partners, the term "Como" as used in these Terms shall be Como AI Malta Limited. These Terms, together with the Order Form (together, the "**Agreement**") govern your access to and use of Como's proprietary Como Solution (as defined below) and services available thereon.

To the extent you have engaged with one of Como's Partners for the Como Solution, and except as otherwise set forth herein, all references herein to Como shall be construed to refer either to Como or to such Partner, as applicable, and any representations or materials provided by Partner on your behalf shall be binding upon you.

By joining or using the Como Solution, including providing access to it to your customers or personnel, you agree to and accept these Terms, as may be updated by Como from time to time. Como may update these Terms and will publish an updated version at [Como Solution General Terms](#). Changes will be effective 15 days after publication and your continued use of the Como Solution thereafter signifies your assent to the amended Terms.

If you are an individual accepting these Terms on behalf of a Business, you represent and warrant that you have the authority to bind the Business to these Terms. In such case, the term "you" shall refer to the applicable Business and the person using the Como Solution on its behalf.

1. COMO SOLUTION, FEATURES, AND SERVICES

- 1.1. "**Como Solution**" means Como's proprietary customer management and engagement solution, computer software platform and/or customized mobile/web/software applications that can be used in connection with business management, customer management and engagement, cloud data base, data driven marketing, loyalty and rewards programs, payments, third party solution integration and general business operations and through which businesses can engage with customers and third parties, manage transactions, engagement, and communications, display, share, promote and distribute content, services, and products to/with customers and business partners across platforms and/or mobile devices. The term "Como Solution" also includes any customization, improvement, derivative work, update, or upgrade to the Como Solution and any other products or services provided by Como in connection with the Como Solution, including, without limitation the Como Network, Como Sense, Como Express, CLM or equivalent solutions made available by Como. Como reserves the right to determine which features, products, and tools may be available through the Como Solution and to customize, modify, and update the Como Solution from time to time, at its discretion.
- 1.2. Various features, services, and tools may be available to you through the Como Solution based on the subscription plan for which you have registered ("**Subscription Plan**"). The specifications of each Subscription Plan, including the payment terms, are as detailed in the Order Form and may be updated, modified, or discontinued by Como without any liability to you, following 30 days' prior

notice, unless stated otherwise in the Order Form. Subject to Como's prior written approval, you may change your chosen Subscription Plan, which will enter into effect in the next billing cycle.

2. **GRANT OF LICENSE.** Como hereby grants you a limited, non-exclusive, non-assignable, non-transferable, non-sub-licensable right and license, during the Term (as defined below) to (a) use the software, tools, features and services that are provided as part of Como Solution, solely for your own business purposes and only in accordance with your Subscription Plan and (b) to market, distribute and provide the Como Solution, to your customers as a loyalty or membership program and/or as otherwise approved in writing by Como.

3. **ACCOUNT REGISTRATION**

- 3.1. In order to access your account within the Como Solution ("**Account**"), you will be required to choose a username and password and any additional registration information we request.
- 3.2. You represent, warrant, and undertake that (a) any and all registration information you submit is truthful, complete and accurate; (b) you will maintain the accuracy of such information; (c) you will maintain your login details in confidence and will not share them with or transfer them to any third party; and (d) you will notify Como in writing of any unauthorized and/or fraudulent use of your Account.
- 3.3. You may authorize personnel within your organization, such as employees, subcontractors, or franchisees to access your Account ("**Hub Users**"). Use of your Account and the Como Solution by you and any Hub Users will be subject to this Agreement and the [Como Hub Terms of Service](#). Collection of Personal Data about Hub Users will be as described in the [Como Hub Privacy Policy](#), which reflects Como's role as a processor of Personal Data of Hub Users.
- 3.4. We may enable you to apply different access authorizations for your Account. You agree that you are entirely and solely responsible for any and all permissions, authorizations, activities or actions that occur under your Account, whether or not you have authorized such activities or actions. To the fullest extent permitted by applicable law, Como will not be liable for any losses or damage arising from unauthorized use of your Account.

4. **FEES AND PAYMENT**

- 4.1. You agree to pay Como the fees in accordance with the Subscription Plan you have chosen, the details of which may be set forth in the Order Form or otherwise agreed in writing between the parties. For Subscription Plans with recurring fees, payment shall be made no later than the 10th of the month in which the Como Solution was made available. If payments are based on the number of your physical stores that use the Como Solution ("**Location(s)**"), you are responsible for reporting the actual number of Locations. If no report is received, Como may charge you according to its estimated number of Locations and may refund fees or require retroactive payment based on the actual number of Locations.

- 4.2. You will be asked to provide customary billing information such as name, billing address and credit card information either to Como or its third-party payment processor. You hereby authorize the collection of such amounts by charging the credit card provided, either directly by Como or via a third-party payment processor.
- 4.3. Como may impose or deduct foreign currency processing costs on or from payments to Como in currencies other than USD, Euro, or GBP, to the extent payment in other currencies is available. Where applicable, VAT and/or sales and/or excise tax will be added to amounts payable hereunder. All payments will be made without deduction or withholding. You acknowledge and agree that you will bear responsibility for all applicable taxes, duties and other governmental charges imposed on you with respect to the Como Solution. You agree to receive invoices and receipts in digital form, including via email.
- 4.4. Late payments shall bear interest at the lower of 12% per annum or the maximum rate permitted by law. In case of payments more than 14 (fourteen) days overdue, following notice, Como may terminate this Agreement. Except as expressly provided, fees are non-refundable, including in case of replacement, cancellation, or termination of a Subscription Plan. Como shall have the right to set-off payment due hereunder from any amount payable by Como to you.
- 4.5. If the Business is a franchise, the franchisor shall be responsible for all payments owed by franchisees. In case of default by any franchisee, Como may terminate access to such franchisee or collect payment from the franchisor.
- 4.6. Use of additional usage-based services, modules, add-ons or Third Party Services (as defined below) may be subject to additional payments in accordance with Como's standard price list or as otherwise agreed. Your incorporation and/or use thereof in connection with the Como Solution shall be deemed acceptance of additional payments and no discounts, refunds, or chargebacks will apply thereto. Charges may be updated from time to time. You undertake to pay Como for any pre-approved expenses paid by Como on your behalf in connection with the Como Solution, such as messaging, payments, integration with point of sale systems ("**POS System**"), e-commerce services and other services.

5. USE OF THE COMO SOLUTION

- 5.1. Customization. Through the Como Solution, you will be able to build and customize the Como Solution, choose, add or remove modules, features and content including but not limited to offers, reward programs and loyalty features such as point accumulation plans, scratch cards, punch cards, coupons, gifts card, cash back, pre-paid cards, top ups, messaging and other features. YOU ARE SOLELY RESPONSIBLE FOR YOUR CONFIGURATION AND USE OF THE COMO SOLUTION AND FOR ENSURING THAT YOUR USE AND OFFERING OF FEATURES AND OFFERS IS COMPLIANT WITH ALL APPLICABLE LAWS AND DOES NOT INFRINGE ON ANY THIRD-PARTY RIGHTS.
- 5.2. End User Onboarding. You are solely responsible with your engagement with customers using the Como Solution or who are otherwise registered to your loyalty program or who are customers of your business ("**End Users**") and for

ensuring that your engagement with End Users and their use of the Como Solution are, at all times, compliant with all applicable laws and regulations, including but not limited to privacy, consumer protection, and anti-spam laws. You hereby undertake to publish your own agreements or terms of service for engagement with End Users ("**End User Terms**") as well as your own privacy notices and that such documents shall at all times be consistent with and shall be at least as protective of Como and Como's products as Como's standard Documentation (defined below). Alternatively, Como makes available for your convenience and allows you to engage with End Users based on Como's standard [End User Terms of Service](#) and to provide notice regarding privacy practices using Como's standard [Privacy Notice](#) ("**Standard Documentation**"). You agree that Como is a third-party beneficiary of any End User Terms you publish, may enforce the terms thereof, and may rely on any representations, warranties and covenants made by End Users thereunder and undertake to inform your End Users thereof in the End User Terms. If you choose to implement Como's Standard Documentation, you acknowledge that doing so is not mandatory, that the Standard Documentation is not tailored for your Business, and that it is provided on an as-is basis, with no representations or liability on the part of Como. In particular, and without derogating from the above, **Como does not represent that the privacy notice provided as part of the Standard Documentation complies with all applicable transparency or other requirements or that its standard End User Terms of Service complies with applicable consumer protection or other laws that may be applicable.** You acknowledge that provision of the Standard Documentation does not constitute and is not a substitute for legal advice and that your reliance thereon is at your own risk and should only be used after consultation with a licensed attorney. Como is not a party to any dealings or transactions between you and End Users and assumes no responsibility for your failure to provide End Users with any reward or benefit in connection with the Como Solution or any other legal consequences arising from your relationship with End Users.

- 5.3. Publication of Mobile Apps. You may submit mobile apps created as part of the Como Solution ("**Mobile App**") to any marketplaces of mobile applications, including Apple's App Store and Google Play ("**App Stores**") using your developer account or, subject to Como's discretion, using Como's developer account. Regardless of the account used, you remain fully and solely responsible for your Mobile App.
 - 5.3.1. If the Mobile App is submitted under Como's developer account, you grant Como the right and license to submit, remove, or change the Mobile App using such account and recognize that Como may submit other mobile apps under the same account.
 - 5.3.2. If the Mobile App is submitted under your own developer account, then you grant Como a right and license to open a developer account at the App Store(s) on your behalf and you and Como will be joint owners of the account. You agree to provide any details necessary and not to make changes within such account without Como's permission. You acknowledge that opening a developer account may be subject to additional payments.

- 5.3.3. You are solely responsible for updating information shared with the App Stores in order to accurately describe the Mobile App and you agree that Como may also update such information at its discretion.
- 5.4. Third Party Services. You may be able to use third party services, technologies, features, or solutions which may be embedded in, integrated with or linked to Como Solution ("**Third Party Services**"), such as e-commerce platforms, payment services providers, point of sale systems, or solutions like: online ordering, scheduling, and messaging. You may be required to install additional software to enable the integration. By integrating with Third Party Services, you acknowledge that Como will receive and/or share information from/to such third parties, such as information about transactions made in your Business, including personal data of End Users and may use this data for provision of services, including analyzing how effective the Como Solution and/or Third Party Services are. Integrations with specific Third Party Services are available based on Como's engagement with the applicable third parties or with integrators providing access, which may be terminated, causing the integration with the Third Party Service to be unavailable. Use of Third Party Services is subject to such third party's terms and conditions and Como shall not be responsible for any services or content provided by third parties.
- 5.5. Reports and Analytics. Through the Como Solution, you may be provided with access to data, reports and analysis regarding the performance of your Business, usage by Hub Users, End Users, purchases by non-End Users (to the extent made available to Como) and information about your End Users and non-End Users (if available to Como) from other sources (e.g. POS System, social networks, service providers). Reports and analytics may be processed and/or conducted by Como and/or by its vendors or subcontractors, who will be obligated to keep the data shared by Como confidential. Como may anonymize any personal data it receives and use such fully anonymous data at its discretion, provided that such anonymous data cannot identify the Business or any Hub User, End Users, or other individuals. During the Term, you will be able to extract a copy of reports provided through the Como Solution from your Account. Como will not be liable for any unavailability, incompleteness, or inaccuracy of any reports, data or information provided via the Como Solution.
- 5.6. Support. During the Term, Como will provide you with basic support services as available under your chosen Subscription Plan. Additional support services may incur additional fees and may be provided to you subject to your consent.

6. **CONTENT AND USER CONTENT**

- 6.1. You may make certain content, such as materials, data, information, web pages, files, texts, photos, videos, audio files, features, materials, discounts, and other components available through the Como Solution ("**Business Content**"). You are and shall remain at all times fully and solely responsible for your Business Content and Como shall not be liable for any Business Content you make available through the Como Solution.
- 6.2. Como may add, change or remove any Business Content from Como Solution which violates these Terms without notice or require that you do so. In addition,

Como may change the settings and/or appearance of any part of Como Solution, or provide any updates to the Como Solution without prior notice, which may impact the appearance or functionality of any Business Content.

6.3. You represent and warrant that any Business Content that you provide or offer (i) complies with applicable law; (ii) does not infringe or violate any third-party intellectual property rights, privacy or publicity rights, or moral or other rights and that Como's use thereof in accordance with the terms of this Agreement will not infringe on any third party's right; and (iii) that you have all necessary rights, licenses, consents, and authorities required under applicable law to provide or offer such Business Content. Without limiting the foregoing, you agree that you will not transmit, submit or upload any Business Content or act in any way that:

- 6.3.1. restricts or inhibits use of the Como Solution or any aspects thereof;
- 6.3.2. violates the legal rights of others, including defaming, abuse, stalking or threatening users or individuals, including End Users;
- 6.3.3. infringes (or results in the infringement of) the intellectual property, moral, publicity, privacy, or other rights of any third party;
- 6.3.4. is (or you reasonably believe or should reasonably believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material;
- 6.3.5. does not comply with all applicable laws, rules and regulations;
- 6.3.6. posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following:
 - 6.3.6.1. material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity),
 - 6.3.6.2. material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening,
 - 6.3.6.3. pornography or obscene material,
 - 6.3.6.4. any virus, worm, trojan horse, or other harmful or disruptive component; or
 - 6.3.6.5. anything that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law or regulation or is otherwise inappropriate or offensive.

6.4. Como may, at its sole discretion, choose to monitor Business Content for inappropriate or illegal behavior, including through automatic means, provided however, that Como reserves the right to treat Business Content as content stored at your direction for which Como will not exercise editorial control except when violations are directly brought to Como's attention.

7. **RESTRICTIONS.** You may not do or attempt to do or facilitate a third party in doing any of the following: (1) interfere with or disrupt Como Solution or attempt to gain unauthorized access to any systems or networks that connect thereto; (2) copy, create derivative works of or modify Como Solution or any part thereof; (3) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as

applicable, used to provide the Como Solution or any features thereof without our prior written authorization, including framing or mirroring any part thereof; (4) circumvent, disable, or otherwise interfere with security-related features of the Como Solution or features that prevent or restrict use or copying of any Business Content; (5) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of any part of the Como Solution; (6) use or access another user's Account or password without permission; (7) use the Como Solution or content thereon in any manner not permitted by these Terms or applicable law or which reflects poorly on Como.

8. INTELLECTUAL PROPERTY

- 8.1. Como or its licensors, as the case may be, have all right, title and interest in the Como Solution, including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. You may not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Como Solution. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in this Agreement should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Como or any third party, except as expressly provided. If you provide Como with any feedback regarding any content on the Como Solution or any features or content thereon, Como may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.
- 8.2. You have all right, title and interest in the Business Content you submit. By submitting any Business Content, you grant Como and its successors and assignees a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license under any of your intellectual property, moral or privacy rights to use, copy, distribute, transmit, modify, prepare derivative works of, alter, and/or decompile such Business Content in connection with the Como Solution.
- 8.3. To the extent you develop, conceive of, or implement new functionality, schemes, features, sections, business models, ideas or inventions within the Como Solution ("**Additional Inventions**"), you retain ownership of such Additional Inventions and grant Como an irrevocable, perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable and worldwide license, to use, reproduce, distribute, transmit, make derivative works of, display, copy, make available to the public and perform such Additional Inventions in any media formats and through any media channels.
- 8.4. Each party grants to the other party a limited, worldwide, non-sub-licensable (except as permitted hereunder), non-exclusive right and license to use its trademarks, trade names, and logos ("**Marks**") solely to engage in promotional activities. When using Como's Marks, you may only use language identical or similar to the language provided by Como, including in promotional materials or on its website. You may only use Como's Marks in compliance with applicable law

and may not use Como's marks: (i) in a manner that is misleading, defamatory, libelous, obscene, objectionable, or potentially harmful to Como's reputation; (ii) in connection with any material that infringes any rights of any third party; (iii) in a manner that suggests that you are part of Como's organization or that Como has written or endorsed any other content. All goodwill and other proprietary rights generated from use of Marks shall inure solely to the benefit of the party owning such Marks.

- 8.5. The Como Solution may use or include open source software ("**OSS**"), including those detailed at [Open Source Credits and Notices](#). Each OSS is subject to its own license terms. To the extent any OSS license requires the imposition or incorporation of certain disclaimers, provisions, or restrictions, such shall be deemed imposed and incorporated within these Terms with respect to the applicable OSS license.
9. **COPYRIGHT.** Como's policy is not to infringe upon or violate the intellectual property rights or other rights of any third party and Como's will refuse to use and remove any Business Content or any other materials provided in connection with the Como Solution where properly notified that they may infringe the rights of any third party. Como may terminate the accounts of users who are believed to infringing the rights of copyright holders repeatedly. In compliance with the safe harbor provision(s) of the Digital Millennium Copyright Act of 1998 ("**DMCA**"), Como reserves the right to take down any and all Business Content or other materials provided via the Como Solution at any time, at its sole discretion. If you believe that something appearing on the Como Solution infringes your copyright, you may send a notice requesting that it be removed to legal@comosense.com. If you believe that such a notice has been wrongly filed against you, the DMCA allows you send us a counter-notice. Notices and counter-notices must meet the DMCA's requirements. We suggest that you consult with your legal advisor before filing a notice or counter-notice. Be aware that there can be substantial penalties for false claims.
10. **DATA PROCESSING.** Como processes personal and non-personal information about End Users and other individuals using the Como Solution, such as information regarding their activities at Business's Location ("**End User Data**"). You will be considered the data Controller (as defined in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") where the GDPR is applicable, and will be considered the Business (as defined in the California Consumer Privacy Act of 2018, Cal. Civil Code Title 1.81.5 and the regulations thereunder ("**CCPA**")) where the CCPA is applicable of End User Data and Como shall act solely as a data Processor (as defined in the GDPR) or Service Provider (as defined in the CCPA), in each case, as applicable, on your behalf, all in accordance with the Data Processing Agreement ("**DPA**"), available at [Data Processing Agreement](#), which is incorporated herein by reference. You are responsible for compliance with your obligations in connection with End User Data under the GDPR, CCPA, and any other applicable data protection laws. You represent that you have provided notice of your data collection practices to data subjects, as required by applicable law, that you shall maintain throughout the Term all necessary rights and consents required in order to provide End User Data to Como and allow it to provide its services as a Processor and that you shall ensure that a record of such consents is maintained, as required. You further represent that you shall not provide Como with any Special Categories of Data (as defined in the

GDPR) or any data or information subject to special regulatory or statutory protection regimes, including but not limited to data regarding children, financial and health data.

11. **PROMOTION AND MARKETING.** You may not issue any press release or any other marketing materials regarding this Agreement without Como's prior written approval. In the event that a Mobile App does not automatically include the notice "Powered by Como" or similar in a prominent manner, you will include a link to www.comosense.com. You may not remove nor conceal any of Como's Marks and/or notices appearing in the Como Solution. You agree that Como may identify you and/or feature your Mobile App in various marketing or promotional outlets, including newsletters and advertisements, unless you request in writing not to be included.

12. **CONFIDENTIALITY.** During the Term, you may have access to certain non-public or proprietary information of Como, including technical or non-technical information related to the Como Solution, Como's products, and the terms of this Agreement ("**Confidential Information**"). Except as permitted herein, you may not use, disseminate, or in any way disclose the Confidential Information except for purposes of receiving the Services or in furtherance of the relationship of the parties hereunder. You shall treat all Confidential Information with the same degree of care as you accord to your own Confidential Information but in any event with a high degree of care. You may only disclose Confidential Information to those of your employees or representatives with a need to know the information and who are bound by non-disclosure and non-use obligations no less restrictive than those herein. You shall bear full responsibility for any harm caused due to disclosure to your personnel. This section shall survive termination of this Agreement. Your obligations under this section will not apply to any Confidential Information which you can show by written records was in the public domain through no fault of yours or was in your possession and was not subject to any confidentiality obligations. Disclosure of Confidential Information in response to a law, regulation, or governmental or judicial order will not be considered to be a breach of this section or a waiver of confidentiality for other purposes; provided, that you provide prompt prior written notice of such requirement to Como, cooperate with Como in opposing such disclosure, and only disclose Confidential Information to extent strictly required.

13. **REPRESENTATIONS AND WARRANTIES**

13.1. Mutual Representations. Each party represents and warrants that it is duly organized under applicable law, it has the authority to enter into this Agreement, and that the execution and performance of this Agreement does not conflict with any contractual obligations it has to any third party or with any legal requirement.

13.2. Como Representations. Como represents and warrants that Como Solution shall operate materially in accordance with its specifications and applicable law. Como does not make any representation with respect to OSS, Third Party Services, or other integrated systems that may be included in Como Solution and disclaims all liability in connection therewith.

14. **DISCLAIMER OF WARRANTY.**

14.1. Your use of the Como Solution at your sole discretion and risk. The Como Solution and content thereon, are provided on an AS IS and AS AVAILABLE basis without

warranties of any kind. Como does not represent or warrant that the Como Solution will be of good quality or useful for your needs.

- 14.2. COMO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE COMO SOLUTION OR CONTENT THEREON, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE. COMO DISCLAIMS ANY IMPLIED WARRANTIES (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE COMO SOLUTION; (II) THAT THE COMO SOLUTION WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE COMO SOLUTION.
- 14.3. No advice or information, whether oral or written, obtained by you from Como, shall create any warranty that is not expressly stated herein. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
- 14.4. Without derogating from the above, in no event shall Como be liable for any representations or undertakings made by a Partner in Como's name without Como's authorization. To the extent you have engaged with a Partner for use of the Como Solution, any claims you may have with respect to the Como Solution should be addressed only to Partner.
- 14.5. Any and all communications between you and End User, any offerings made by you, transactions conducted in connection with the Como Solution, and all legal, financial, or other consequences resulting therefrom and/or any dispute that arises between you and any End User are strictly between you and the End User and Como will not be a party thereto.
- 14.6. Como is not responsible for, and does not provide any warranty with respect to, any Third Parties Services or other integrations. Third party services may be replaced, disabled or enabled at any time.
15. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Como, its affiliates, and their respective employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs and attorneys' fees) that arise directly or indirectly from: (a) breach or alleged breach of these Terms by you or anyone using your Account (whether authorized or unauthorized); (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Como Solution; (c) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any third party's rights, including those of End Users; (e) failure to satisfy your undertakings toward End Users in any offering, loyalty scheme or reward plan; and (f) any other matter for which you are responsible hereunder or under applicable law. You may not settle or

compromise such suit without Como's prior written consent. Como may be represented in any such suit by its own counsel, and at its expense.

16. **LIMITATION OF LIABILITY.** IN NO EVENT WILL COMO, ITS AFFILIATES, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOSS OF GOODWILL, LOST REVENUE, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, OR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CONFIGURATION, INSTALLATION, DISTRIBUTION, DISPLAY OR USE OF OR INABILITY TO USE COMO SOLUTION UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT, AND WHETHER OR NOT COMO WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. WITHOUT DEROGATING FROM THE ABOVE, IN NO EVENT SHALL COMO'S AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE BASE RECURRING SUBSCRIPTION REVENUES GENERATED FROM YOU DURING A PERIOD OF TWELVE (12) MONTHS PRECEDING SUCH CLAIM. THE ABOVE LIMITATIONS ARE IN AGGREGATE AND NOT PER INCIDENT. SOME JURISDICTIONS DO NOT ALLOW FOR EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE CERTAIN LIMITATIONS MAY NOT APPLY.
17. **TERM AND TERMINATION.** The Agreement shall begin on the earlier of: (i) the effective date listed in the Business Agreement; (ii) the date you consented to these Terms; or (ii) the date you started using the Como Solution and shall continue in force until terminated in accordance with the terms hereof ("**Term**").
 - 17.1. Termination for Convenience. Either party may terminate this Agreement at any time for any reason by thirty (30) days prior written notice to the other party.
 - 17.2. Termination by Como. This Agreement will automatically terminate if you stop paying Como as required hereunder or thirty (30) days from the closure of your Account. If you have engaged with a Partner for use of the Como Solution and Como's engagement with the Partner has been terminated, this Agreement will automatically be terminated and Como shall not have any liability in connection with such termination. Como may suspend and/or deactivate your Account or suspend any functionality of the Como Solution with immediate effect, if you materially breach any obligation, representation and/or warranty herein, including payment obligations, and you fail to cure such breach within seven (7) days of provision of notice by Como. Additionally, Como may terminate this Agreement by providing seven (7) days' notice if you (a) make a general assignment for the benefit of creditors; (b) apply for or consent to the appointment of a receiver, trustee, custodian, or liquidator for your business or assets; (c) file or consent to a petition seeking relief or reorganization under any bankruptcy or insolvency laws.
 - 17.3. Effect of Termination. In the event of termination for any reason, all rights and licenses granted hereunder shall expire, and you shall have no further access to the Como Solution or other content available through your Account, and you shall pay to Como all amounts then owed to Como. Upon termination, Como is

not obliged to transfer the Mobile App to another developer account in the App Stores or enable you to take control over the Mobile App. Any provisions of this Agreement that by their sense or nature are meant to survive termination, shall survive.

18. **NOTICES.** Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration. Notices to Como shall be sent to legal@comosense.com and ComoSupport@comosense.com. Notices shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.
19. **FORCE MAJEURE.** Como shall not be liable for delay or failure to perform any of its obligations hereunder due to events or circumstances beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network or the internet, act of God, pandemic, war, riot, civil commotion, malicious damage, accident, breakdown of machinery, fire, flood, storm or default of suppliers or sub-contractors.
20. **MISCELLANEOUS.** This Agreement shall be governed solely by the laws of England and Wales, and without regard to the United Nations Convention on the International Sales of Goods and the competent courts in London, England shall have exclusive jurisdiction to hear any disputes arising hereunder. Notwithstanding the foregoing, Como may bring a claim for indemnification in any court adjudicating a third-party claim against Como and the governing law of such suit shall apply. In the event that any provision of this Agreement is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of this Agreement shall remain in full force and effect. Nothing in this Agreement creates any agency, employment, joint venture, or partnership relationship between you and Como or enables you to act on behalf of Como. This Agreement, including the Business Agreement, these Terms, and exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all other agreements existing between you and Como relating hereto are hereby canceled. Como may assign or transfer its rights and obligations hereunder to any third party without prior notice. You may not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void, provided that you may assign to the purchaser of all or substantially all of your assets or share capital, in which case you shall notify Como of such assignment. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Last updated: 21-01-2024