

Privacy Policy CSTI Corp

This CSTI Corp Online Subscription Agreement is between the entity you represent or—if you do not designate any entity in connection with a Subscription acquisition or renewal—between you individually ("you") and Chain Services TI SAC ("CSTI Corp", "our" or "we"). This agreement consists of the following terms and conditions, the CSTI Product Terms, the Service Level Agreements, and the Offer Details for Subscription or Renewal (collectively, the "Agreement"). It is effective on the date we provide you with confirmation of your Subscription or on the date your Subscription is renewed, as applicable.

Use of CSTI Products.

a. Right of Use. We grant you the right to access and use the CSTI Products and to install and use the Software included with your Subscription, as further described in this agreement. We reserve all other rights.

b. Acceptable Use. You may use the Product only in accordance with the terms of this agreement. You may not reverse engineer, decompile, disassemble or circumvent the technical limitations of the Product, except to the extent permitted by applicable law despite these limitations. You may not disable, alter or otherwise attempt to circumvent any billing mechanism that measures your use of CSTI Products. You may not rent, loan, resell, transmit or provide hosting services for the Product, or any portion thereof, to or to any third party, except to the extent explicitly permitted in this agreement or in the CSTI Product Terms.

c. End Users. In accordance with this agreement, you will control End Users' access and be responsible for their use of the Product. For example, you will ensure that End Users comply with the Acceptable Use Policy.

d. Customer Data. You will be solely responsible for the contents in all Customer Data. You will protect and maintain all rights to Customer Data necessary for us to provide you with the CSTI Products without infringing the rights of any third party or otherwise establishing an obligation of CSTI Corp to you or any third party. CSTI Corp does not and will not assume any obligations with respect to Customer Data or your use of the Product, except as specifically set forth in this agreement or as otherwise required by applicable law.

e. Responsibility for Your Accounts. You are responsible for maintaining the confidentiality of any non-public authentication credentials related to your use of CSTI Products. You must immediately notify our customer support team of possible misuse of your accounts or authentication credentials, as well as any security incident related to CSTI Products.

f. Preview Releases. We may publish Previews. Previews are provided on an "as is," "with all faults," and "as available" basis and are excluded from the Service Level Agreements and all limited warranties provided with this agreement. Previews are not covered by customer support. We may change or discontinue Previews at any time without notice. We may also choose not to release a Preview for general availability.

g. Managed Services for CSTI Corp. You may use CSTI Corp's services to provide a Managed Service Solution provided that (1) you have the exclusive ability to access, configure and manage CSTI Corp Products, (2) you have administrative access to virtual OSEs, if any, in the Managed Service Solution, and (3) the third party has administrative access only to its own applications or virtual OSE environments. You are responsible for the third party's use of the CSTI Corp Azure Services in accordance with the terms of this agreement. The provision of Managed Services is subject to the following limitations (and any other limitations in the CSTI Product Terms):

(i) you may not resell or redistribute CSTI Corp. Products.

(ii) you may not allow multiple users to directly or indirectly access any feature of the CSTI Corp Products that is available to a single user.

h. Assumption of control by the Administrator. If you use an email address provided by an organization you are affiliated to order an online service individually (for example, an employer or school), you hereby state that you have authority to use that organization's domain to enroll in a subscription as a member of that organization. The organization, as the owner of the domain associated with your email address, may assume control and monitor your use of the CSTI Products. In that case, your organization's administrator (your "admin") may (i) control and administer your account, including modifying or terminating your access; and (ii) access and process your data, including the content of your communications and files. Although you are not required to do so, CSTI Corp may inform you that your organization has assumed control of the CSTI Products covered by your subscription. If your organization is managing your use of the CSTI Products or is managing the tenant associated with your subscription, please direct your data requests and privacy inquiries to your administrator. If your organization is not managing your use of the CSTI Products or managing the tenant, please direct your data requests and privacy inquiries to CSTI Corp.

i. Shared Directory Data. When you request an Online Service using an email address with a domain provided by an organization you are affiliated with (for example, an employer or school), the Online Service will add you to a directory of users who share the same email domain. Your directory data (name, registration date and email address) may be visible to other users of CSTI Products using the same email domain as your organization.

j. Additional Software for Use with CSTI Products. To enable optimal access to and use of certain CSTI Products, you may install and use certain Software in connection with your use of the Online Service, as described in the CSTI Product Terms. We license the Software to you, we do not sell it to you. Proof of your Software license is (1) this agreement, (2) any order confirmation, and (3) proof of payment. Your rights to access the Software on any device do not grant you any right to implement CSTI Corp patents or other intellectual property in software or devices accessing that device.

Acquisition of Services.

a. Available Subscription Offers. The Portal provides Offer Details for available Subscription offers, which can generally be classified as one or a combination of the following:

(i) **Offer of Commitment.** You agree in advance to purchase a specified quantity of CSTI Products for use during a Term and to pay in advance or periodically prior to use. With respect to CSTI Corp Services, additional or other uses (e.g., use beyond the amount of

your commitment) may be treated as a Consumer Offering. Committed amounts that are not used during the Term will expire at the end of the Term.

(ii) Consumer Offer (also known as Pay for Consumption). You pay based on actual usage in the previous month without any upfront commitment. Unpaid payment is made periodically.

(iii) Limited Offer. You will receive a limited number of CSTI Products (e.g., a Trial Subscription or a free account) for a limited term at no cost or as part of another CSTI Corp. offering. The provisions of this agreement regarding pricing, cancellation fees, payment and data retention may not apply.

b. Orders.

(i) By ordering or renewing a Subscription, you agree to the Offer Details for that Subscription. Unless otherwise specified in the Offer Details, CSTI Products will be offered on an "as available" basis. You may place orders for your Affiliates under this agreement and grant your Affiliates administrative rights to administer the Subscription, but Affiliates may not place orders under this agreement. You may also assign to a third party the rights granted under Section 1.a for the third party to use in your internal business. If you grant rights to Affiliates or third parties with respect to the Software or Subscription, such Affiliates or third parties will be bound by this agreement and you agree to be individually and jointly responsible for any actions of such Affiliates or third parties in connection with your use of the Products.

(ii) Some offers may allow you to modify the number of CSTI Products ordered during the term of a subscription. Additional quantities of CSTI Products added to a subscription will expire at the end of the subscription. If you reduce the amount during a Term, we may charge you a cancellation fee for the decrease in amount as described below in Section 3.b.

c. Prices and payment. Payments are due and must be made in accordance with the Offer Details for your Subscription.

(i) For Commitment Offers, the price level may be based on the quantity of CSTI Products you ordered. Some offers may allow you to modify the quantity of CSTI Products ordered during the Term and your price level may be adjusted accordingly, but changes in price level will not be retroactive. During the Subscription Term, the prices of CSTI Products will not increase, as to the Subscription, relative to those published on the Portal at the time the Subscription became effective or renewed, unless the prices were identified as temporary in the Offer Details or for Preview Versions of Non-CSTI Corp Products. All prices are subject to change at the beginning of renewal of any Subscription.

(ii) For Consumer Offers, prices will be subject to change at any time upon notice.

d. Renewal.

(i) Upon renewal of the Subscription, this agreement will terminate and the Subscription will be governed thereafter by the terms and conditions set forth on the Portal on the date of renewal of the Subscription (the "Renewal Terms"). If you do not accept the Renewal Period, you may withdraw from renewing your Subscription.

(ii) For Commitment Offers, you may choose to have a Subscription automatically renew or terminate upon expiration of the Term. Auto-renewal is pre-selected. You may change your

selection at any time during the Term. If the current Term is longer than one calendar month, we will provide you with notice of automatic renewal prior to the expiration of the Term.

(iii) For Consumer Offerings, the Subscription will automatically renew for additional one-month periods until the Subscription ends.

(iv) For Limited Offers, renewal may not be permitted.

e. Taxes. Prices exclude any taxes, unless the invoice specifies that the tax is included. You shall pay all value-added, goods and services, sales, gross receipts or other taxes, fees, charges or supplements, or any regulated cost supplements or similar amounts due under this agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp duty and all other taxes you are legally required to pay, including taxes arising from the distribution or delivery of Products to your Affiliates. We will be responsible for all taxes on our net income, taxes on gross receipts established in lieu of income or profit taxes, or property title taxes.

If any tax is required to be withheld from payments you make to us, you may deduct those taxes from the amount you owe us and pay them to the appropriate tax authority, provided that you promptly obtain and provide us with an official receipt of such withholdings and other documents that we reasonably request to claim a foreign tax credit or refund. You must ensure that all taxes withheld are the minimum possible under applicable law.