SandGrain

TERMS AND CONDITIONS CYBERROCK

These Terms (capitalized terms shall have the meaning ascribed to them in article 1) form an integral part of the arrangements between the Customer and SandGrain for the use of CyberRock by the Customer and its Users under the Subscription.

Visit SandGrain's website to download and/or print a copy of these Subscription Terms and/or to view SandGrain's privacy statement.

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 For purposes of these Subscription Terms and all related Documentation, the terms below shall have the meaning set out below:

Confidential Information any information disclosed by one Party to the other in connection with the Subscription, in any form, that is designated as confidential or that the receiving Party knows or reasonably should know to be confidential. Confidential Information includes in any event the terms of the Subscription, all Customer Data, all Documentation and, in the case of SandGrain, all technical and commercial information relating to CyberRock, the CyberRock Trust Anchor IC and the CyberRock Platform.

Customer the legal entity identified as such in the applicable Offer.

Customer Data all content and information that is uploaded, submitted or otherwise actively provided to or entered into the CyberRock Platform by or on behalf of the Customer or its Users.

Customer Devices the devices, equipment and systems designed, manufactured or procured by the Customer, in which a CyberRock Trust Anchor IC is installed, embedded or otherwise integrated or connected, by virtue of which Customer uses CyberRock.

CyberRock SandGrain's integrated security solution consists of the CyberRock Trust Anchor IC and the CyberRock Platform.

CyberRock Platform SandGrain's Cloud-based platform through which Customer Devices may be registered, authenticated, monitored, administered or otherwise managed, including related portals, dashboards, APIs and integrations made available by SandGrain.

CyberRock Trust Anchor IC the physical hardware security component integrated or embedded in the Customer Devices, containing a unique embedded identity and intended to enable device identification, authentication and trust anchoring within the CyberRock Platform.

Documentation all documentation relating to CyberRock, including, but not limited to, online files, consulting reports, electronic, other media, user manuals and/or other similar materials and graphics made available to the Customer from time to time by SandGrain.

Effective Date the effective date of the Subscription as shown in the Offer.

Fee the fee to be paid for the Subscription. The applicable Fee on the Effective Date is stated in the Offer.

Force Majeure any event or circumstance beyond any reasonable control of a Party that prevents in whole or in part the performance by a Party of its obligations under the Subscription or makes the performance of such obligations so difficult or costly that such performance would be commercially unreasonable. Without limiting the foregoing, the following situations shall constitute Force Majeure: governmental action, riots, disruptions, war, strikes, lockouts, delays, prolonged shortages of energy or other supplies, pandemics, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion, internet failures, failures in telecommunication infrastructures, (distributed) denial of service attacks, power outages.

Offer the offer for the Subscription made by SandGrain to the Customer in writing.

Parties the Customer and SandGrain jointly.

Party the Customer or SandGrain individually.

SandGrain

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SandGrain SandGrain B.V., having its corporate seat and its official address at (5656 AE) Eindhoven, at the High Tech Campus 9 Beta Building, the Netherlands, registered with the trade register of the Chamber of Commerce under number 75990741.

Subscription Terms these subscription terms for use of CyberRock.

Subscription the subscription agreement pursuant to which the Customer and its Users are entitled to use CyberRock, including all attachments and subsequent amendments thereto. The Offer and these Subscription Terms together constitute the Subscription.

User an employee of the Customer or any other person authorized by the Customer (e.g. Customer's own customers or ultimate end users) to access and use CyberRock on behalf of the Customer.

1.2 In these Subscription Terms, the term "in writing" means by post, e-mail, clicking an "I confirm" or similar button, or any other means of electronic communication device customary in the market.

1.3 The terms and expressions of law and legal concepts used in these Subscription Terms have the meanings ascribed to them in Dutch law.

ARTICLE 2. APPLICABILITY, OFFERS AND SUBSCRIPTION

2.1 These Subscription Terms apply to all Offers made by SandGrain to Customer and all Subscriptions concluded between the Parties.

2.2 The Subscription is concluded at the moment SandGrain receives the Customer's written acceptance of the Offer. A purchase order or other written statement issued by the Customer shall qualify as acceptance only insofar as it unconditionally and fully corresponds to the Offer.

2.3 All Offers made by SandGrain are without obligation and valid for a period of 30 (thirty) days from the date of the Offer, unless a different validity period is expressly stated in the Offer or the Offer is withdrawn by SandGrain prior to acceptance by the Customer.

2.4 General (purchase) terms and conditions of the Customer are hereby expressly rejected.

2.5 In case of contradictions between the content of these Subscription Terms and an Offer, the provisions of the Offer take precedence.

2.6 The Customer may not derive any rights from oral commitments made by SandGrain unless and to the extent that they have been confirmed in writing by SandGrain.

2.7 These Subscription Terms are in addition to the rights to which the Parties are entitled under law.

ARTICLE 3. RIGHT OF USE AND RESTRICTIONS

3.1 Subject to the Customer's compliance with its obligations under the Subscription, SandGrain grants to the Customer, during the term of the Subscription, a limited, personal, revocable, non-exclusive and non-transferable right to permit Users to access and use CyberRock and any Documentation provided to the Customer.

3.2 Unless otherwise agreed in writing between the Parties, the right of use set forth in article 3.1 is granted to the Customer provided that (i) the Customer's use of CyberRock does not include use by third parties other than Users; and (ii) the Customer may not license, sell or otherwise commercially exploit or make available CyberRock to any third party.

3.3 Use of CyberRock, its associated functionalities and usage limits, will be in accordance with the applicable form of the Subscription. The Customer may upgrade the scope of the Subscription to a higher level in the interim, before the beginning of a calendar month. A reduction to a lower level is possible only with a new contract term.

3.4 It is not permitted to share the login details of CyberRock with third parties without SandGrain's written permission.

3.5 The Customer and its Users may not reverse engineer, decompile, modify, disassemble or otherwise attempt to

discover or make derivative works of the source code, underlying ideas, underlying user interface techniques or algorithms of CyberRock or the Documentation by any means whatsoever, directly or indirectly, or disclose any of the foregoing. Any information supplied by or obtained by the Customer may not be disclosed to third parties or used to create any software which is substantially similar to CyberRock.

3.6 It is prohibited to use CyberRock for actions that violate Dutch or other applicable laws and regulations, including local laws where CyberRock is put into use or in applications, systems or environments.

3.7 If, in the opinion of SandGrain, a hindrance, damage or other danger arises to the functioning of CyberRock, or the network of SandGrain or third parties, in particular due to: (i) unauthorized access to or misuse of CyberRock Trust Anchor ICs; (ii) compromise of device identities or authentication credentials; (iii) (distributed) denial-of-service attacks or other cyberattacks targeting the CyberRock Platform or connected Customer Devices; (iv) leaks of personal data or Confidential Information processed through CyberRock; or (v) the presence or activities of malware, ransomware, trojans or similar malicious software on Customer Devices or within the CyberRock environment, SandGrain is entitled to take all measures it reasonably considers necessary to avert or prevent such danger, including but not limited to suspending access to CyberRock for affected Customer Devices or Users.

ARTICLE 4. CYBERROCK TRUST ANCHOR IC – ACTIVATION AND REGISTRATION

4.1 In order to use CyberRock, the Customer must activate the CyberRock Trust Anchor IC(s) present in its Customer Devices by registering them in the CyberRock Platform in accordance with SandGrain's activation procedure as set out in the Documentation. Each CyberRock Trust Anchor IC is identified by a unique embedded identity and must be individually registered and activated in the CyberRock Platform prior to use.

4.2 Upon successful registration and activation, the CyberRock Trust Anchor IC is linked to the Customer's Subscription. The number of CyberRock Trust Anchor ICs that may be activated and linked to the Subscription is subject to the limits set out in the Offer. Activation of additional CyberRock Trust Anchor ICs beyond the agreed limits requires a separate Offer or an amendment to the existing Offer.

4.3 The Customer is responsible for completing the activation and registration process in accordance with the Documentation. SandGrain shall not be liable for any failure or delay in the use of CyberRock resulting from the Customer's failure to properly activate or register the CyberRock Trust Anchor IC(s) in the CyberRock Platform.

4.4 Upon termination or expiration of the Subscription for any reason, all CyberRock Trust Anchor ICs linked to the Subscription will be deactivated and will no longer be able to authenticate with or connect to the CyberRock Platform.

ARTICLE 5. SERVICE LEVEL AGREEMENT

5.1 The Parties may enter into a separate service level agreement in which they will specify arrangements for: uptime, warranty, maintenance, updates and upgrades of the CyberRock Platform.

5.2 If no separate service level agreement is concluded, the CyberRock Platform is provided on an "as is" basis without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. However, Customer shall be entitled to receive general updates and upgrades to the CyberRock Platform that SandGrain makes available to all customers without a separate service level agreement.

ARTICLE 6. CUSTOMER DEVICES

Customer Devices are either (i) designed and manufactured by the Customer itself, or (ii) procured by the Customer from third-party suppliers of the Customer's choosing. In either case, SandGrain is not a party to any agreement between the Customer and its customers, end users or device suppliers and accepts no responsibility or liability for the Customer Devices, including with respect to their design, manufacturing, fitness for purpose, compatibility with the

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CyberRock Trust Anchor IC, or compliance with applicable laws and regulations. The Customer shall ensure that any onward supply or deployment of Customer Devices incorporating a CyberRock Trust Anchor IC is made subject to terms that are consistent with the Customer's obligations under the Subscription. For agreements concerning warranties, delivery and other conditions relating to Customer Devices procured from third parties, the Customer is referred to the agreement(s) it has concluded with its own device suppliers.

ARTICLE 7. COOPERATION OBLIGATIONS

7.1 The Parties acknowledge that the functioning of CyberRock depends on proper and timely cooperation between them. The Customer shall at all times provide all cooperation reasonably required by SandGrain in a timely manner.

7.2 The proper operation of CyberRock depends, among other things, on the proper functioning of the Customer Devices into which the CyberRock Trust Anchor IC has been integrated. The Customer shall ensure that Customer Devices meet the technical requirements specified in the Documentation and shall at all times maintain Customer Devices in accordance with SandGrain's integration guidelines.

7.3 The Customer has a duty to inform SandGrain as soon as CyberRock is not functioning properly, so that SandGrain can investigate whether the nature of the dysfunction is due to the CyberRock Platform, the CyberRock Trust Anchor IC or the Customer Device. Any failure of CyberRock to function properly must be reported in writing to SandGrain immediately, but no later than 24 (twenty-four) hours after discovery thereof.

ARTICLE 8. SUBSCRIPTION FEE

8.1 For access to and use of the CyberRock Platform the Customer shall pay Sandgrain the recurring annual subscription fee (the **Subscription Fee**), as stated in the Offer. The Subscription Fees shall be invoiced annually in advance, on the Effective Date and on each anniversary thereof.

8.2 All fees communicated by SandGrain are, unless otherwise indicated, exclusive of VAT and any other governmental levies to be borne by the Customer.

8.3 SandGrain may adjust the Subscription Fee annually on January 1st based on the Consumer Price Index (CPI) published by Centraal Bureau voor de Statistiek in Nederland (CBS), specifically the Services Price Index for computer programming, consultancy and related services (CPA section 62). If the applicable index shows a negative development, the Subscription Fee shall remain unchanged. The adjusted Subscription Fee shall apply to the annual invoice following the date on which the adjustment takes effect. SandGrain additionally reserves the right to change the Subscription Fee at the end of the current contract term for reasons other than indexation, subject to 45 (forty-five) days prior written notice to the Customer.

8.4 The one-time purchase price for the CyberRock Trust Anchor IC(s) is non-refundable once paid. Subscription Fees are payable in advance, irrevocable and non-refundable.

ARTICLE 9. PAYMENT TERMS

9.1 The Customer shall pay SandGrain's invoices in full and without discount, deduction, set-off or counterclaim in euros within a period of 14 (fourteen) days.

9.2 Contestation of an invoice by the Customer shall not suspend the fulfilment of its payment obligations. If the Customer believes that SandGrain has invoiced incorrectly, it must notify SandGrain in writing no later than 60 (sixty) days after the initial invoice date.

9.3 The Customer shall be entitled to offset counterclaims only if the Customer’s counterclaims are legally established, uncontested or recognized by SandGrain.

9.4 If the Customer does not timely fulfil its payment obligations, it shall be in default by operation of law and shall owe interest at a rate equal to the higher of (i) the statutory commercial interest rate (wettelijke handelsrente) applicable

under Dutch law, or (ii) 1.25% (one point twenty-five percent) per month. Interest on the amount due shall accrue from the date the Customer is in default until SandGrain has received the full amount outstanding. The foregoing shall be in addition to and not in lieu of any other rights SandGrain may have under law or equity.

9.5 All judicial and extrajudicial costs related to the enforcement and collection of payments due by the Customer and not received by SandGrain in time, shall be borne by the Customer.

9.6 If: i) the Customer is wound up; ii) the Customer is attached; iii) the Customer's business is declared bankrupt; and/or iv) a suspension of payment is granted to Customer; SandGrain's payment claims against the Customer shall become immediately due and payable.

9.7 If the Customer does not properly fulfil its payment obligations, as well as in the event that SandGrain for any reason whatsoever deems that the Customer will not properly fulfil its payment obligations, then SandGrain may at any time require adequate security from the Customer, such as a bank guarantee for the proper fulfilment of the Customer's payment obligations and suspend its obligations under the Subscription until such adequate security is received. The Customer shall provide SandGrain with security upon first request.

9.8 All payments made by the Customer shall be applied in the following order, regardless of any instruction to the contrary given by the Customer: (i) first, to any extrajudicial and judicial costs owed by the Customer pursuant to article 9.5; (ii) second, to any interest accrued pursuant to article 9.4; and (iii) third, to the oldest outstanding principal amount due. SandGrain reserves the right to apply payments in a different order if it deems this necessary, and shall notify the Customer accordingly.

ARTICLE 10. CHANGES AND ADDITIONAL SERVICES

If on the instructions or, or in agreement with, the Customer any change is made, any additional services are performed that are not included in the Subscription, the extra costs thereby incurred shall be charged by SandGrain to the Customer as additional work at the then applicable charging rates. Invoicing and payment thereof shall be in accordance with articles 8 and 9. SandGrain is not obligated to honour a change request and may require that a separate agreement will be concluded for such purpose.

ARTICLE 11. TERM AND TERMINATION

11.1 The Subscription shall enter into force on the Effective Date for the term as stated in the Offer. Upon expiration of this term, the Subscription will automatically renew for successive renewal terms of 1 (one) year.

11.2 The Parties have the right to terminate the Subscription at any time, in writing, but no later than 1 (one) month before the end of a contract term. The termination will be effective at the end of the then current term.

11.3 Either Party may terminate the Subscription in writing with immediate effect if:

11.3.1 the other Party is granted provisional or final suspension of payments;

11.3.2 the other Party's bankruptcy is filed for or is final;

11.3.3 attachment has been made of all or part of the other Party's property; and/or

11.3.4 there has been a material attributable failure to perform the obligations of a Party and such Party remains in default, despite having been given written notice of such failure.

11.3.5 the actual use of CyberRock by the Customer or its Users materially deviates from the intended use as described in the Offer or the Documentation, including where such deviation results or may result in a violation of applicable export control or sanctions laws and regulations.

11.4 In the event of termination of the Subscription for any reason, access to CyberRock for the Customer and its Users shall be terminated immediately.

11.5 All aspects of the Subscription which by their nature should survive termination of the Subscription, including, but not limited to, accrued rights to payment, confidentiality obligations, warranty disclaimers and limitations of liability shall remain in full force and effect after termination of the Subscription.

ARTICLE 12. SUSPENSION, DISSOLUTION AND (PARTIAL) TERMINATION

12.1 In addition to the provisions of article 11, SandGrain is entitled at any time to suspend or (partially) terminate its obligations under the Subscription, if:

12.1.1 the Customer does not timely and/or fully comply with its obligations under the Subscription, in which case suspension or (partial) termination of the Subscription is permitted only to the extent justified by the failure;

12.1.2 SandGrain becomes aware of circumstances that give it good reason to fear that the Customer will only partially or improperly fulfil its obligations under the Subscription, in which case suspension or (partial) termination of the Subscription is permitted only to the extent justified by the failure;

12.1.3 SandGrain is further entitled to (partially) terminate the Subscription if circumstances arise which are of such a nature that fulfilment of the Subscription becomes impossible or that maintenance of the Subscription can no longer reasonably be expected of SandGrain.

12.2 If the Subscription is (partially) terminated pursuant to article 12.1, SandGrain's claims against the Customer shall become immediately due and payable. If SandGrain suspends performance of its obligations, it retains its rights under applicable law and the Subscription.

12.3 SandGrain always reserves the right to claim damages in case of suspension (partial) rescission or termination.

ARTICLE 13. INTELLECTUAL PROPERTY RIGHTS

13.1 SandGrain and its licensors reserve all intellectual property rights vested in them by law. These rights include, but are not limited to: (i) all rights in and to the CyberRock Trust Anchor IC, including its hardware design, firmware, embedded cryptographic identity, HMAC key generation functionality and any other software or logic embedded therein; (ii) all rights in and to the CyberRock Platform, including its architecture, source code, object code, algorithms, interfaces, APIs, dashboards and integrations; (iii) all rights in and to the Documentation; and (iv) all other intellectual property rights of SandGrain, including copyrights, trademark rights, patent rights, design rights, trade name rights, database rights, domain names, trade secrets and know-how. The limited right of use granted to the Customer under article 3.1 does not constitute a transfer of any intellectual property rights to the Customer.

13.2 All Documentation made available by SandGrain to the Customer is intended exclusively for use by the Customer and its Users under the Subscription. The Customer may not reproduce, disclose, distribute or otherwise make available the Documentation to third parties without the prior written consent of SandGrain, unless the nature of the Documentation indicates otherwise. Upon termination or expiration of the Subscription, the Customer shall promptly return or destroy all copies of the Documentation in its possession.

13.3 The Customer and its Users are strictly prohibited from reverse engineering, decompiling, disassembling, modifying, copying or otherwise attempting to derive or reconstruct the design, firmware, source code, embedded cryptographic identity, key material or any other proprietary element of the CyberRock Trust Anchor IC, by any means whatsoever, directly or indirectly. The foregoing applies equally to the CyberRock Platform and all other components of CyberRock, as further set out in article 3.5. Any information obtained by the Customer in connection with the use of CyberRock may not be used to create any product or service that is substantially similar to or competes with CyberRock or any component thereof.

13.4 If the Customer or its Users provide information, suggestions or feedback to SandGrain regarding CyberRock, SandGrain obtains a non-exclusive, unrestricted, royalty-free

and perpetual right to use such information for any purpose, including for the improvement and further development of CyberRock.

13.5 The Customer shall promptly notify SandGrain in writing upon becoming aware of any actual or threatened infringement of SandGrain's intellectual property rights in CyberRock or any component thereof by any third party. The Customer shall provide SandGrain with all information reasonably available to it regarding such infringement and shall cooperate fully with SandGrain in connection with any action SandGrain may wish to take in respect thereof.

13.6 The Customer shall not, and shall ensure that its Users do not, file, register or otherwise seek to obtain any intellectual property rights — including but not limited to patent rights, trademark rights, design rights or copyrights — in or relating to CyberRock, the CyberRock Trust Anchor IC, the CyberRock Platform, the Documentation or any other product, service or subject matter of SandGrain, without the prior written consent of SandGrain. Any intellectual property rights obtained in violation of this provision shall be deemed to be held on trust for SandGrain and the Customer shall at SandGrain's first request take all steps necessary to transfer such rights to SandGrain.

13.7 SandGrain is permitted to use the Customer's name and logo for reference purposes in presentations, financial reports, marketing materials and on SandGrain's website.

ARTICLE 14. CUSTOMER DATA AND LICENSES FOR SANDGRAIN

14.1 The Customer remains the rightful owner of all Customer Data processed through CyberRock.

14.2 To enable SandGrain to provide CyberRock to the Customer, the Customer hereby grants to SandGrain a limited, non-exclusive, non-transferable right to access, use, copy and process Customer Data solely to the extent necessary for the provision and maintenance of CyberRock under the Subscription. SandGrain shall not use the Customer Data for any purpose other than the performance of its obligations under the Subscription. The Customer is responsible for the accuracy, integrity and reliability of the Customer Data, and SandGrain shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Customer Data, except to the extent caused by SandGrain's intent or deliberate recklessness. SandGrain will handle all Customer Data as confidential in accordance with article 19 (Confidentiality).

14.3 The Customer grants to SandGrain a limited, non-exclusive, non-transferable right to use Customer Data in an irreversibly anonymised and aggregated form solely for internal product analysis and product development purposes, including for the purpose of improving device authentication algorithms, security protocols and aggregated security statistics relating to CyberRock. SandGrain warrants that such anonymised and aggregated data cannot reasonably be traced back to the Customer, any individual Customer Device or any individual User. SandGrain shall not sell, license or otherwise make available such anonymised and aggregated data to third parties without the prior written consent of the Customer.

ARTICLE 15. THIRD-PARTY SOFTWARE

CyberRock may contain third-party software that may be governed by separate intellectual property rights and license terms designated or identified in CyberRock or the Documentation. These separate provisions are incorporated by reference into CyberRock and the Customer agrees to the terms of any such license. Maintenance and support of third-party software is provided by the licensor of such products.

ARTICLE 16. PERSONAL DATA

16.1 Each Party shall at all times comply with its obligations under applicable data protection legislation, including Regulation (EU) 2016/679 (the **GDPR**) and any national implementing legislation.

16.2 SandGrain processes certain personal data as an independent controller to the extent strictly necessary for the

secure and reliable operation of CyberRock Platform. This concerns: (i) account and login data of Users, including first name, last name and email address required for the creation and administration of User accounts within CyberRock Platform; (ii) IP addresses and other technical identifiers collected for authentication, access control and platform security purposes; and (iii) usage and telemetry data of Users collected by SandGrain for the purpose of maintaining, monitoring and improving the security and integrity of CyberRock Platform. SandGrain determines the means and purposes of this processing as it has designed and implemented the technical architecture and security requirements of the CyberRock Platform, including the requirement to collect the aforementioned data categories. Such processing takes place in accordance with SandGrain's privacy statement, as amended from time to time, a current version of which is available at [LINK].

16.3 With respect to the personal data described in article 16.2, the Parties act as independent controllers and each Party is individually responsible for compliance with its own obligations under applicable data protection legislation. Neither Party shall be liable for the processing activities of the other Party in its capacity as independent controller. The Parties shall cooperate in good faith and provide each other with all reasonable assistance to comply with their respective obligations under applicable data protection legislation, including in connection with the exercise of data subject rights, data breach notifications and requests from supervisory authorities.

16.4 To the extent SandGrain processes Customer Data containing personal data as a processor on behalf of the Customer pursuant to article 14.2, the Parties shall enter into a data processing agreement as required under Article 28 GDPR, which shall form part of the Subscription. For the avoidance of doubt, this obligation does not apply to the processing of personal data by SandGrain in its capacity as independent controller as described in article 16.2. In the event of any conflict between the data processing agreement and these Subscription Terms with respect to the processing of personal data, the data processing agreement shall prevail.

16.5 Each Party shall notify the other Party without undue delay, and in any event within 48 (forty-eight) hours, after becoming aware of a personal data breach affecting personal data processed under the Subscription, to the extent such notification is necessary to enable the other Party to comply with its obligations under applicable data protection legislation, including any obligation to notify a supervisory authority or affected data subjects. Each Party shall provide the other Party with all information reasonably necessary in connection with such breach. The foregoing is without prejudice to each Party's own independent obligation to notify the competent supervisory authority and, where applicable, affected data subjects, within the timeframes prescribed by applicable data protection legislation.

ARTICLE 17. DATA ACT

SandGrain qualifies as a small enterprise within the meaning of the Data Act (Regulation (EU) 2025/2854), and is accordingly exempt from the obligations set out in Chapter 2 of the Data Act. Moreover, at the time these Subscription Terms are drafted the CyberRock Platform does not qualify as a "data processing service" within the meaning of Chapter 6 of the Data Act. Should SandGrain introduce new features or functionalities that may affect this position, SandGrain will assess the impact and update these Subscription Terms in accordance with article 24.4.

ARTICLE 18. INFORMATION SECURITY

18.1 SandGrain shall implement and maintain appropriate technical and organisational measures to protect CyberRock and all Customer Data processed therethrough against unauthorised access, loss, destruction, alteration or disclosure, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons.

18.2 SandGrain will require employees and other persons performing services on their behalf to maintain

confidentiality with respect to the information and Customer Data of which they may become aware.

18.3 The Customer shall adequately secure its systems and infrastructure.

ARTICLE 19. CONFIDENTIALITY

19.1 The Parties are bound to maintain total confidentiality of each other's Confidential Information and shall use it solely for the purpose of performing the Subscription. Notwithstanding the foregoing, SandGrain reserves the right to share the information provided by the Customer with third parties engaged by SandGrain to perform its obligations under the Subscription.

19.2 Parties shall require their Users, officers, directors, employees, agents, other engaged third parties and affiliates to comply with the terms of this article 19. Each Party shall be responsible for violation of this article 19 by their Users, officers, directors, employees, agents, other engaged third parties and affiliates.

19.3 Information will not be considered confidential if it: (i) is already in the possession of the public or becomes available to the public, other than through violation of this article 19 by the receiving Party; (ii) is required to be disclosed by any applicable law, court order, or regulation, or requirement of government or regulatory authority; (iii) was lawfully obtained from a third party not subject to any duty of confidentiality to the disclosing Party; (iv) was independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party. The burden of proof with respect to the foregoing exceptions shall at all times be on the receiving Party.

19.4 If the receiving Party becomes aware that article 19.3 (ii) is or may be applicable, it shall promptly notify the disclosing Party and keep the disclosing Party informed at all times - to the extent lawful - so that the disclosing Party may seek an appropriate remedy to prevent such disclosure.

19.5 Upon termination or dissolution of the Subscription, the Customer shall return to SandGrain all Confidential Information of SandGrain upon first request and as soon as reasonably practicable.

ARTICLE 20. LIMITATION OF LIABILITY SANDGRAIN

20.1 SandGrain's liability for an attributable failure to perform its obligations under the Subscription, as well as any indemnification obligation of SandGrain, shall at all times be limited to compensation for direct damages. Thus, SandGrain shall not be liable for indirect damages, by which is meant consequential damages arising out of or in connection with the Subscription, including, but not limited to, loss of profits, loss of sales, loss of anticipated savings and other similar financial losses such as loss of goodwill or good name or other incidental, indirect damages, or punitive or exemplary damages of any kind.

20.2 Per calendar year, the total, cumulative liability of SandGrain for direct damages is limited to the total amounts paid by the Customer to SandGrain under the Subscription in the 6 (six) months immediately preceding the event giving rise to the claim, with an absolute maximum of EUR 250.000,- (two hundred and fifty thousand euros). In the event the Subscription has been in force for less than 6 (six) months at the time of the relevant event, the liability shall be limited to the total amounts actually paid by the Customer up to that point in time, with the same absolute maximum applying. The foregoing limitations apply equally to liability for direct property and personal injury, except where such liability cannot be limited under mandatory applicable law.

20.3 The limitations of liability set forth in this article 20 shall not apply if and to the extent that the law mandatorily provides that liability cannot be excluded or limited, or if the damage is the result of intent or deliberate recklessness on the part of SandGrain.

20.4 Notwithstanding any statutory limitation period, any legal claim or action by the Customer against SandGrain arising out of or in connection with the Subscription must be brought within 1 (one) year from the date on which the Customer became aware, or could reasonably have become aware, of the facts giving rise to the claim. Any claim not brought within this period shall be permanently time-barred.

The foregoing does not affect any mandatory statutory limitation periods that cannot be contractually shortened under applicable law.

ARTICLE 21. CUSTOMER INDEMNITIES

21.1 The Customer shall be liable to SandGrain for and fully indemnify, defend and hold harmless SandGrain and its officers, directors, employees, agents and licensors against all damages, losses, costs, fines and claims of third parties (including reasonable legal fees), resulting from and/or related to:

21.1.1 improper, unauthorised or unlawful use of CyberRock by the Customer or its Users, including but not limited to improperly connecting, configuring or enabling Customer Devices or CyberRock Trust Anchor ICs;

21.1.2 defects, dysfunction, non-compliance or unsafe design or manufacture of Customer Devices, including claims from the Customer's own customers or end users in connection therewith;

21.1.3 an attributable failure to comply with any obligation under the Subscription by the Customer and/or its Users;

21.1.4 any act or omission of the Customer and/or its Users in connection with the use of CyberRock, including but not limited to the unlawful storage, processing or exchange of Data or any other unlawful act.

ARTICLE 22. FORCE MAJEURE

22.1 SandGrain shall not be liable for any failure to perform its obligations under the Subscription to the extent that such performance is delayed or prevented by a circumstance that qualifies as Force Majeure. The Party invoking Force Majeure shall bear the burden of demonstrating that the relevant event or circumstance qualifies as Force Majeure under the definition in
article 1.

22.2 SandGrain shall notify the Customer as soon as possible in the event of a Force Majeure situation. Parties shall then consult and discuss any necessary measures to minimize the consequences of the Force Majeure situation.

22.3 If the Force Majeure situation continues for a period longer than 2 (two) consecutive months, each Party is entitled to terminate the Subscription with immediate effect without liability for damages by written notice to the other Party.

ARTICLE 23. ASSIGNMENT AND TRANSFER

23.1 The Customer may not assign, transfer, pledge or otherwise dispose of any of its rights or obligations under the Subscription, in whole or in part, to any third party without the prior written consent of SandGrain.

23.2 SandGrain is at all times entitled to transfer (part of) its rights and obligations under the Subscription to an Affiliate.

23.3 SandGrain is at all times entitled to engage third parties at its own expense and risk for the performance of its obligations under the Subscription.

ARTICLE 24. GENERAL PROVISIONS

24.1 The Subscription is the complete and only agreement between SandGrain and the Customer and supersedes any proposal or previous agreement, oral or written and all other communications between SandGrain and the Customer relating to the use of CyberRock.

24.2 The failure of a Party to enforce rights granted under the Subscription or to take action against the other Party in the event of a breach shall not be considered a waiver by that Party with respect to subsequent enforcement of rights or taking action in the event of future breaches.

24.3 If, for any reason, any provision of the Subscription Terms is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the validity of the Subscription and the remainder of the Subscription shall remain in full force and effect to the extent permitted by law.

24.4 SandGrain reserves the right to amend these Subscription Terms from time to time. SandGrain shall notify the Customer of any such amendment in writing at least 30

(thirty) days before the amendment takes effect. If the amendment constitutes a material change to the rights or obligations of the Customer, the Customer shall have the right to terminate the Subscription in writing with effect from the date on which the amendment would take effect, provided that such notice of termination is given to SandGrain no later than 14 (fourteen) days after receipt of the notification of the amendment. If the Customer does not terminate the Subscription within this period, the Customer shall be deemed to have accepted the amendment. Non-material amendments, such as corrections of typographical errors, updates to SandGrain's contact details or amendments required by applicable law, shall take effect immediately upon notification and do not give rise to a right of termination.

ARTICLE 25. APPLICABLE LAW AND DISPUTE RESOLUTION

25.1 The Subscription and all matters arising out of or related to the Subscription shall be interpreted, construed and governed solely in accordance with the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) is hereby expressly excluded.

25.2 In the event of disputes arising out of or in connection with the Subscription, SandGrain and the Customer shall use their best efforts to resolve such disputes amicably. If SandGrain and the Customer are unable to do so, the dispute shall be submitted exclusively to the competent court of Oost-Brabant, location 's-Hertogenbosch, the Netherlands, provided that, if SandGrain is the plaintiff, SandGrain may, in its sole discretion, submit such dispute to the competent court in the place of business or address of the Customer.