

General Terms & Conditions of EcoChain

All Services provided by EcoChain Technologies B.V., a Dutch company with offices at Oostenburgermiddenstraat 202, 1018 LL AMSTERDAM, The Netherlands ("EcoChain Technologies"), are exclusively subject to these General Terms and Conditions (the "Terms of Use"). The Terms of Use also apply in case Customer receives certain Services for free. To obtain permission from EcoChain Technologies to use the Services, Customer must accept these Terms of Use, which are incorporated into the subscription process and must be accepted to continue. These Terms of Use can be downloaded and printed from the web at www.ecochain.com. Collectively, the Terms of Use, , as incorporated into the subscription process, and the Registration Form (including the financial conditions for the use of the Services) between Customer and EcoChain Technologies comprise the agreement for using the Services. Capitalized terms used in these Terms of Use are defined in ANNEX 1.

1. TERMS & ACCEPTANCE

1.1. ACCEPTING TERMS OF USE. By accepting the Terms of Use, Customer has caused these Terms of Use to be executed by its duly authorized representative and Customer agrees to be bound by these Terms of Use. EcoChain Technologies does not accept, and hereby expressly rejects, any terms and conditions of Customer or third parties that Customer requests or refers to.

2. ACCEPTANCE OF THE CUSTOMER'S SUBSCRIPTION BY ECOCHAIN TECHNOLOGIES

2.1. EcoChain Technologies is entitled not to accept Customer's subscription at its own discretion.

3. SERVICES

3.1. COMMENCEMENT. Commencing on the Service Effective Date, EcoChain Technologies will provide to Customer the Services, including Support Services.

3.2. REGISTRATION FORM. As a part of the subscription process, Customer needs to fill in a Registration Form. Customer warrants and represents that it has completed the Registration Form completely and accurately. Customer also represents and warrants that all information it provides is correct, reliable and complete. Customer fully understands that EcoChain Technologies will rely on this information in recommending the Services needed to support Customer's computing environment. However, Customer is solely responsible for its computing environment, the contents, status and quality thereof and determining about the Services actually ordered. Customer understands and agrees that to the extent the information included on the Registration Form is inaccurate, not reliable or incomplete, or Customer desires a higher level of Services, Customer may need to order additional Services at its own costs.

3.3. SOFTWARE KEY AND ACCESS APPLICATION SOFTWARE. Following acceptance of the Terms of Use, EcoChain Technologies will provide Customer with the "software key(s)" necessary for Customer to use the EcoChain Technologies SaaS Service ("SaaS Service"), and Customer can use the SaaS Service from the appointed EcoChain Technologies' website. As a part of the provision of the SaaS Service, no software needs to be installed on Customer's systems. Customer must only access the Application Software running on EcoChain Technologies' Systems via the Internet. Specific directions and information on how to access the Application Software will be provided by EcoChain Technologies.

3.4. LIMITED AND NON-EXCLUSIVE LICENSE. Subject to the Terms of Use, EcoChain Technologies grants to Customer, for the use solely by Customer and/or its defined and agreed Users, (a) a limited, non-exclusive and non-transferable right to use the Application Software solely in connection with the SaaS Service; and (b) access and use the Licensed Software via the Internet solely for Customer's own internal business purposes..

3.5. CUSTOMER DATA. As part of providing the SaaS Service, EcoChain Technologies shall provide Customer with online access to Customer Data . However, this access only serves as an 'extra back up' for Customer, i.e. for restoration and recovery purposes. This leaves unaffected that Customer is solely responsible for the saving, updating, restoration and recovery of its own Customer Data. EcoChain Technologies is at all times entitled to remove the Customer Data from its servers and return any back up made of the Customer Data to Customer on a mobile device. After the termination of the Services, EcoChain Technologies will delete the Customer Data.

3.6. SUPPORT SERVICES EcoChain Technologies will take the greatest possible care in performing the Support Services as soon as possible after a specific request by Customer.

4. FEES AND PAYMENT

4.1. FEES. Unless free delivery of the Service has been agreed upon in the Registration Form, Customer shall pay to EcoChain Technologies the applicable subscription fees and other fees that are due for the Services, as set forth in the Registration Form and/or thereto related documents and information (hereafter collectively: "Fees"). Fees for any Support Services, including, without limitation, data restoration and/or helpdesk services may also apply. Except as specifically set out in these Terms of Use, all Fees are non-refundable.

ASSOCIATED COSTS. Besides the payment of the Fees, Customer is responsible for all Internet, communication, implementation, data maintenance, advisory and any other costs associated with the Services. Customer is solely responsible for implementing reasonable and adequate general security, and for specific security in relation to the safe keeping of login and password, as well as for environmental precautions to ensure a high level of system availability and data protection and recovery.

4.2. CREDIT. Notwithstanding anything to the contrary in these Terms of Use, EcoChain Technologies is entitled to require Customer to make deposits and/or one or more up-front payments, if applicable based on Customer's credit history and/or ratings, , until an acceptable credit history is established.

4.3. PAYMENT. Payments due under this Agreement shall be made upfront before the year in which the Services shall be provided, in the € (euro) currency, and in the amounts as set forth in the Registration Form. All payments are due within thirty (30) days of the date of invoice, or – if applicable – within a different payment term as agreed upon in the Registration Form. The payments must be paid by credit card (Visa/MasterCard/AmericanExpress) or bank transfer. If it is Customer's standard business practice and/or internal business policy to issue purchase orders prior to payment of invoices, then Customer shall ensure that a purchase order accompanies the Registration Form submitted to EcoChain Technologies. All payment terms are fatal terms, without any notice of default being necessary to claim for the amount and interest due. If Customer fails to timely pay any amount when due, Customer shall pay, in addition, the statutory interest up and until the date on which EcoChain Technologies has received payment. This leaves the right of EcoChain Technologies, in case of non-payment, to suspend or stop the provision of the Services unaffected, while EcoChain Technologies shall not be liable for any damages suffered by Customer as a result thereof.

4.4. TAXES. All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export or use of the SaaS Service or performance of any other Services (collectively, "Taxes"). Customer is responsible for, and if applicable will reimburse EcoChain Technologies within thirty (30) days of request for, all such Taxes and any related penalties, except for taxes imposed on EcoChain Technologies' net income.

5. OWNERSHIP, DATA, PASSWORDS AND RESTRICTIONS

5.1. TITLE. Customer acknowledges and agrees that the Application Software, Licensed Software and Systems, and any documents and information related to the Service, including all corrections, enhancements, and/or other modifications, whether made by EcoChain Technologies or any third party, and all Intellectual Property Rights therein, are and will at all times be owned by EcoChain Technologies. All

rights not expressly granted to Customer in these Terms of Use are reserved by EcoChain Technologies.

5.2. PROPRIETARY RIGHTS NOTICES. Customer shall not delete, alter, cover, or distort any copyright, trademark, trade name or other proprietary rights notice placed by EcoChain Technologies on or in the Services and shall ensure that all such notices are reproduced on all copies thereof (if there is any entitlement to reproduce copies, on the basis of a written agreement).

5.3. RESTRICTIONS ON USE. Customer acknowledges that the Application Software, the Licensed Software, the Systems, the SaaS Service and its structure, organization and Source Code of the Application Software, constitute valuable trade secrets of EcoChain Technologies, which are strictly confidential. Accordingly, and in accordance with applicable law, Customer shall not, directly or indirectly, by itself and/or by third parties, do any of the following with the Application Software, the Licensed Software, the Systems, the SaaS Service and its structure, organization and Source Code of the Application Software: (a) modify, adapt, alter, translate, or create derivative works therefrom; (b) merge with other software; (c) sublicense, lease, rent, loan, distribute, sell or otherwise transfer or make available to any third party except as specifically permitted by these Terms of Use; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the code(s) for the mentioned software and applications or evaluate these in order to develop a competitive product or services; (e) use them to process data or provide any service activity for any third party, whether commercial or not; (f) otherwise use them except as expressly allowed under these Terms of Use; (g) violate any local, state, federal or foreign law, treaty, regulation or convention applicable to Customer in connection with its use or the use by Users of the mentioned software, systems, applications and/or codes; (h) willfully tamper with the security of any of the software, systems, applications and/or codes or Systems, or tamper with other customer accounts of EcoChain Technologies; (i) attempt to access data on the System not belonging to or intended for Customer, in whatever way, by itself and/or third parties; (j) attempt to probe, scan or test the System or to breach the security or authentication measures without proper authorization; (k) willfully render any part of the Systems unusable; or (l) publish or disclose to third parties any evaluation of the Services, in the broadest sense, without EcoChain Technologies' prior written consent.

5.4. THIRD PARTY SOFTWARE. Notwithstanding anything to the contrary contained in this Agreement, any Third Party Software included in the SaaS Service – in the broadest sense - or licensed as a stand alone product or service, is subject to the terms and conditions of any end user license agreement accompanying such software and/or posted on EcoChain Technologies' website.

PLEASE NOTE THAT THE LINKS IN THIS AREA WILL LET YOU LEAVE ECOCHAIN TECHNOLOGIES'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF ECOCHAIN TECHNOLOGIES AND ECOCHAIN TECHNOLOGIES IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. ECOCHAIN TECHNOLOGIES IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. ECOCHAIN TECHNOLOGIES IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY ECOCHAIN TECHNOLOGIES OF THE SITE.

5.5. CUSTOMER'S DATA. Customer agrees that it is solely responsible for the content of all communications it makes while using Customer's account and all Customer Data it processes using the SaaS Service. Customer acts as the data controller, and EcoChain Technologies as the data processor. EcoChain Technologies will only process personal data under the instructions of Customer. Furthermore, EcoChain Technologies has taken sufficient technical and organisational measures to

protect the personal data. Customer agrees that Customer and its Users will not use the SaaS Service to communicate any message or material that (a) is known, or reasonably should be known, to be libelous, harmful to minors, obscene or constitutes pornography, violence or other subjects which are socially undesirable; (b) is known, or reasonably should be known, to infringe the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Customer is solely responsible for the collection, accuracy, currency, quality, legality, completeness and use of Customer Data that is processed using the SaaS Service, stored on the System, or disclosed to or used by Customer or Users in connection with the use of SaaS Service.

5.6. **AUTHORIZATION TO RELEASE DATA.** Notwithstanding anything to the contrary contained in this Agreement - and taking into account that Customer is the data controller and EcoChain Technologies the data processor, acting under the sole responsibility of Customer - if Customer requests EcoChain Technologies to provide assurances to any governmental agency, regulatory organization or similar institution, wherever in the world, (collectively, "Regulatory Agencies") regarding the Services provided by EcoChain Technologies, Customer authorizes EcoChain Technologies to furnish to such Regulatory Agencies all data, e-mail and other records stored by Customer on EcoChain Technologies servers or routed through EcoChain Technologies exchange servers. Furthermore, Customer authorizes EcoChain Technologies to provide to the Regulatory Agencies assurances that EcoChain Technologies will comply with any requests for data belonging to Customer received from a Regulatory Agency. Customer agrees to indemnify and hold harmless EcoChain Technologies from and against any and all claims relating to or arising from EcoChain Technologies' compliance with this provision or release of such data.

5.7. **PASSWORDS.** Customer and/or its Users will access the SaaS Service via the Internet by means of a specific account and passwords provided by EcoChain Technologies. EcoChain Technologies will issue to Customer a password (a "Password") for each User authorized to use the SaaS Service through Customer's account. EcoChain Technologies strongly encourages Customer to change the Passwords issued by EcoChain Technologies, immediately after receipt. Passwords should be kept strictly confidential, and are only provided for personal use, and it is not allowed to share, copy or provide them for or with third parties, or misuse them or have them misused in any way or for any other purpose than the purposes as agreed under these Terms of Use. In addition, Customer shall designate its own key for the encryption of Customer Data; if Customer loses its encryption key, it may not be able to access its data any longer. Customer is solely responsible for the aforementioned confidentiality and use of its Passwords, encryption key and the Customer account. In no event will EcoChain Technologies be liable for any loss, of and/or any damage to, and/or any other claims relating to Customer Data, unless this is the result of intent or gross negligence of EcoChain Technologies.

5.8. **USE OF NAME AND LOGO CUSTOMER.** Customer expressly grants the right to EcoChain Technologies for the fair use of Customers' name and logo on EcoChain Technologies' website or to be used in printed versions, for promotional purposes.

6. CONFIDENTIALITY

6.1. **OBLIGATIONS.** Each party acknowledges that, in the course of the performance of this Agreement, it may obtain Confidential Information of the other party. Confidential Information disclosed pursuant to this Agreement will be subject to the terms of this Agreement during the Term and for an indefinite period thereafter. This specifically counts for the aspects and details of the Services, which are disclosed to the Customer under the explicit restriction of confidentiality. Recipient shall take all reasonable steps to prevent the unauthorized disclosure of and maintain the

confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees or third parties except to employees (including independent contractors), subsidiaries and consultants of Recipient who have at least an equivalent confidentiality obligation to Recipient and who have a need to know such Confidential Information on condition that Recipient shall be liable for any breach by such individual or entity. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement.

6.2. EXCEPTIONS. The obligations set forth herein will not apply to any information that: (a) is or becomes publicly available other than as a result of a breach of this Agreement; (b) was known to Recipient prior to receipt from Discloser, provided such prior knowledge can be substantiated by documentary evidence antedating the disclosure by Discloser; (c) is disclosed to Recipient by a third party (other than employees or agents of either party) which in making such information available to Recipient, is not in violation of any obligation of confidentiality to Discloser; or (d) is independently developed by Recipient, provided such independent development can be substantiated by documentary evidence. A disclosure of Confidential Information (i) in response to a valid order by a court or other governmental body, or (ii) otherwise required by law, will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure.

7. LIMITED WARRANTIES AND DISCLAIMERS

7.1. ASSUMPTION OF RESPONSIBILITY. Customer assumes all responsibility for the selection of, use of and results obtained from the Services. All warranties, express or implied, extend solely to Customer and not to any third parties.

7.2. FUNCTIONALITY WARRANTY. EcoChain Technologies warrants to Customer that the SaaS Service, under normal use, will generally perform in accordance with the Documentation. For any breach of this warranty and to the extent not otherwise covered by Support Services, Customer's sole and exclusive remedy and EcoChain Technologies' sole and exclusive liability, will be for EcoChain Technologies to use reasonable efforts to correct any documents, reproducible errors and defects to make the SaaS Service operate as warranted and if, after a reasonable number of attempts, EcoChain Technologies is unable to provide the SaaS Service in compliance with the warranty, Customer may terminate the Agreement. Any claim under this warranty must be made in writing within thirty (30) days after delivery of the non-compliant SaaS Service.

7.3. DISCLAIMER. Except as expressly warranted in this section 7, the Services are provided "as is," without any (further) warranty of any kind, whether express, implied, or statutory, including but not limited to any implied warranties or conditions of merchantability, fitness for a particular purpose, title, non infringement or non misappropriation of intellectual property rights of a third party, custom, trade, quiet enjoyment, accuracy of informational content or results, or system integration, or any warranties or conditions arising under any other legal requirement. EcoChain Technologies makes no warranty that the SaaS Service, including the Application Software and the Licensed Software will run properly on all hardware, that the SaaS Service, the Application Software, the Licensed Software or other thereto related services and/or software will meet the needs or requirements of customer or its users or will operate in the combinations that may be selected for use by customer or its users, and/or that it will be uninterrupted or error free, or that all errors will be corrected.

8. INDEMNIFICATION

8.1. BY ECOCHAIN TECHNOLOGIES. Subject to sections 8.3 and 8.4 below, EcoChain Technologies shall defend any Claim brought against Customer or its Indemnified Parties by any third party alleging that the Services infringe, misappropriate or violate that party's Intellectual Property Rights. EcoChain Technologies will have no responsibility or liability for such Claims to the extent such Claim is based upon: (a) any use of any part of the Services after notification to discontinue use; (b) modifications of the Services not made or authorized by EcoChain Technologies; (c) use of the Services in combination with any products or services not supplied by EcoChain Technologies; (d) Third Party Software; or (e) any use in violation of this Agreement or misuse or unauthorized use of the Services. Customer understands, acknowledges and agrees that EcoChain Technologies has no control over the particular conditions or circumstances under which Customer uses the Services and that EcoChain Technologies shall not incur any liability, of whatever kind, as a result thereof.

8.2. BY CUSTOMER. Subject to section 8.3 below, Customer shall defend any Claim brought against EcoChain Technologies or its Indemnified Parties by any third party arising from or related to Customer's: (a) violations of law or regulations in connection with the use of the Services; (b) actual or alleged infringement of a third party's Intellectual Property Rights (except to the extent such infringement is covered by EcoChain Technologies' indemnification obligations as set forth in section 9.1 above); (c) failure to encrypt Customer Data; or (d) business operations, of whatever kind. Customer shall pay all damages and costs awarded against EcoChain Technologies and its Indemnified Parties, by judgment or in settlement, in connection with such a Claim as well as any costs incurred by EcoChain Technologies in response to a request by Customer to assist with the defense of the Claim.

8.3. CONDITIONS. Each party's indemnification obligations are contingent upon the indemnifying party receiving: (a) prompt written notice of the Claim; (b) all reasonably necessary assistance, information and authority to defend the claim and perform its obligations under this section; and (c) sole control of the defense and settlement of such claim and all associated negotiations. The indemnifying party agrees not to settle any claim, action, suit or proceeding for which it is indemnifying the other in a manner that would impose additional obligations on the other party without first consulting the other and obtaining its consent thereto (which shall not be unreasonably withheld or delayed); however, such consent shall not be required where the settlement results in the full and unconditional release of all Claims against and obligations of the indemnified party. An indemnified party may, at its option and expense, participate in the defense or settlement of any Claim, provided that the indemnifying party retains control over the defense or settlement thereof.

8.4. ECOCHAIN TECHNOLOGIES' OBLIGATION FOR INFRINGEMENT INDEMNITY. If an infringement claim within the scope of section 8.1 is made or appears likely to be made, Customer agrees that EcoChain Technologies may, in its sole discretion and at its expense: (a) enable Customer to continue to use the affected portions of the Services; or (b) replace or modify the Services so that it is non-infringing and substantially equivalent in function to the allegedly infringing Services. If EcoChain Technologies determines that none of these alternatives is reasonably available, then EcoChain Technologies may terminate this Agreement in whole or with respect to the affected portions of the Services.

8.5. ENTIRE OBLIGATION. The indemnification obligations set forth in this section 8 are each party's entire obligation and liability from or related to this agreement regarding third party Claims.

9. LIMITATION OF LIABILITY

9.1. CAP ON LIABILITY. Except for a breach of the confidentiality provisions under section 6, in no event will Ecochain Technologies's total liability for direct damages, being damages which are directly accountable to the acts or omissions of

EcoChain Technologies, arising out of or in connection with the Services provided under and/or in connection with this Agreement exceed the fees paid by Customer for the applicable Services during the three (3) month period immediately preceding the date on which the event giving rise to the Claim occurred, notwithstanding any failure of the essential purpose of this Agreement or any limited remedy hereunder

9.2. **WAIVER OF CONSEQUENTIAL DAMAGES.** Except for a breach of the confidentiality provisions under section 6, in no event will either party be liable for: (a) third party Claims or liabilities other than those identified in section 8; or (b) any special, indirect, incidental, exemplary, punitive or consequential damages, including, without limitation, loss or damage to data, inaccuracy of data, loss of anticipated revenue or profits, work/business stoppage or impairment of other assets or loss of good will, whether or not foreseeable, and whether or not a party has been advised of the possibility of such damages and notwithstanding any failure of the essential purpose of this agreement or any limited remedy hereunder.

9.3. EcoChain Technologies' liability shall only arise if Customer immediately and validly notifies EcoChain Technologies in writing of its default or tort and sets EcoChain Technologies a reasonable period of time to remedy the failure and/or specific situation, and after this period, EcoChain Technologies still imputably fails to comply with its obligations. The notice of default or tort shall be sent by registered letter and shall contain such a detailed description of the failure that will enable EcoChain Technologies to make an adequate response.

9.4. **DISCLAIMER.** The foregoing limitations apply to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, indemnification, negligence, strict liability, misrepresentation and other torts, and statutory claims. Each of the parties acknowledges that it understands the legal and economic ramifications of the foregoing limitations, and that the foregoing limitations allocate the various risks between the parties and form an essential part of the agreement of the parties.

10. TERM AND TERMINATION

10.1. **TERM.** This Agreement will be in effect and the term of the Services will commence upon the Service Effective Date set forth in the confirmation e-mail for a period of 36 months, or another term to be agreed upon in the Registration Form ("Term"), unless earlier terminated in accordance with the provisions of this Agreement. Thereafter the Agreement will be tacitly renewed for an indefinite period of time, unless a party terminates the Agreement in writing with one (1) month prior notice.

10.2. **TERMINATION.** Either party may terminate this Agreement and the agreed upon Services provided hereunder upon written notice: (a) if the other party materially and demonstrably breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching party; (b) if the other party files a petition for bankruptcy, insolvency or reorganization under any bankruptcy law or is adjudicated bankrupt; (c) if a petition in bankruptcy is filed against the other party and such petition is not dismissed within sixty (60) days of the filing date; (d) if the other party becomes insolvent or makes an assignment for the benefit of its creditors pursuant to any bankruptcy or insolvency law; or (e) if a receiver is appointed for the other party or its business. In addition, EcoChain Technologies may suspend or stop Customer's access to the (Support) Services and/or the Customer Data and/or terminate this Agreement, effective immediately, if Customer fails to pay the Fees, as described in section 4. The Fees will continue to accrue during any of such suspension as described.

10.3. **TERMINATION FEE.** In the event that Customer terminates the Agreement for convenience upon one (1) month written notice to EcoChain Technologies, the Customer is immediately due a termination fee equal to (a) the monthly subscription

fee in effect for the term at the time that EcoChain Technologies receives the termination notice, multiplied by (b) the number of months remaining in the Term. Following expiration of the Term, Customer may terminate the Services upon one (1) month notice without penalty.

10.4. OBLIGATIONS UPON TERMINATION. Upon the termination of this Agreement: (a) Customer shall promptly pay in full all outstanding payments to EcoChain Technologies (but in any event, no later than ten (10) days following the date on which termination is effective); (b) all licenses granted hereunder (if any) will immediately terminate and Customer shall immediately cease all use of the related Services; (c) Customer shall immediately remove all copies (or permits EcoChain Technologies to remove all copies, if applicable) of the Services, including the Application Software and Licensed Software from its computer systems and shall return or destroy, at EcoChain Technologies' option, all such copies; and (d) the Recipient shall promptly return all Confidential Information (except Customer Data) of the Discloser in its possession or control. With respect to (c) and (d) of the preceding sentence, Customer shall certify to EcoChain Technologies in writing within ten (10) days of the date on which termination is effective that it has made no other copies, and/or has completely destroyed all copies, including backup or archive copies, of the Services, including the Application Software and Licensed Software and/or any portion thereof, and any other information provided to Customer, and that no copies thereof are in existence on any network, system, or equipment ever owned or used by Customer. With respect to Customer Data maintained at an EcoChain Technologies data center, on or before termination of the Services, upon Customer's request and payment of the applicable fees and an additional reasonable payment for the thereto related services, EcoChain Technologies will export the Customer Data to a mobile device and return such data to Customer. In the alternative, Customer may request, in writing, that EcoChain Technologies deletes all Customer Data maintained at an EcoChain Technologies data center. Customer understands and agrees that following termination of the Services, EcoChain Technologies may delete all of the Customer Data from its Systems and will have no liability for such action. The termination of this Agreement does not relieve either party of any obligations that have accrued before termination.

10.5. SURVIVAL. The following sections will survive the termination or expiration of this Agreement: 4 through 11, and any other provisions of this Agreement that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

11. GENERAL

11.1. ENTIRE AGREEMENT. The Registration Form and these Terms of Use, constitute the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed by both parties.

11.2. HEADINGS The titles and headings herein are for reference purposes only .

11.3. WAIVER. No term or provision hereof will be considered waived by either party, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver relating to a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

11.4. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent

permissible under law consistent with the original intent and economic terms of the invalid provision.

11.5. ASSIGNMENT. Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Any assignments contrary to this section 11.5 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, all or certain portions of the Services provided under this Agreement may be provided by a subsidiary of EcoChain Technologies or subcontractor. EcoChain Technologies agrees that it will be responsible for its subsidiaries and subcontractors and their performance under this Agreement.

11.6. COMPLIANCE WITH LAWS. Each party shall be responsible for its compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement and agrees to comply with all such laws, regulations and other legal requirements.

11.7. FORCE MAJEURE. Except for Customer's payment obligations for the Services, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party, including, without limitation, a default in the performance of any activity related to the Services of any third party or subcontractor, fire, earthquake, storm, flood, power outage, strike, war, act of terrorism, law, export control regulation, instructions of government authorities and/or judgment of a court (not arising out of breach by such party of this Agreement). If, however, a party's performance is prevented for thirty (30) days or more, then the other party will be entitled to terminate this Agreement on written notice to the party suffering the force majeure at any time prior to resumption of performance by the party suffering the force majeure.

11.8. GOVERNING LAW. This Agreement will be governed by and construed under the laws of The Netherlands. The courts of Amsterdam, The Netherlands, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

11.9. NOTICES. All notices, consents and approvals under this Agreement must be delivered in writing by registered mail, while a copy can be sent by email at the same time, to the other party at the address for Customer set forth in the Registration Form (or if none is specified, the address to which EcoChain Technologies sends invoices) and for EcoChain Technologies, to EcoChain Technologies' Legal Department at Oostenburgermiddenstraat 202, 1018 LL Amsterdam, The Netherlands and legal@EcoChain.com, and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party in writing.

ANNEX 1: DEFINITIONS

"Application Software" means that Application Software identified as 'Applications' on EcoChain Technologies website, being installed and used on the servers of EcoChain Technologies, as indicated in the applicable Documentation.

"Agreement" means the acceptance of these Terms of Use.

"Claim" means a claim, suit or other similar proceeding.

"Confidential Information" means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that if in tangible form is marked as

confidential, secret or with a comparable legend or if disclosed orally or visually is identified as confidential at the time of disclosure; and (b) discussions and correspondence relating to such information. Discloser shall use reasonable efforts to mark its confidential information in tangible form as confidential; however, tangible information that does not bear such a legend and the discussions relating thereto, will be protected hereunder as Confidential Information if the receiving party ("Recipient") knew or should have reasonably known under the circumstances that the information is confidential. Confidential Information includes without limitation Customer Data, information relating to the SaaS Service, the Application Software, the Licensed Software, the Executable Code, the Source Code and the Documentation.

"Customer" means the person or company to which EcoChain Technologies provides Services.

"Customer Data" means any (personal) data, information and other materials generated by the Customer's and Users' use of the SaaS Service, for which the Customer is to be considered as the data controller, and that is stored by EcoChain Technologies as a part of the SaaS Service.

"Documentation" means the then-current, generally available, written instructions, user guides, and user manuals for the SaaS Service, if applicable, whether in electronic, paper or other equivalent form, provided by EcoChain Technologies, also in connection with any updates of, modifications of and improvements to the SaaS Service.

"Executable Code" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

"Fees" has the meaning set forth in section 4.1 of these Terms of Use.

"Indemnified Parties" means the officers, directors, employees and agents of the party seeking indemnification.

"Intellectual Property Rights" means all registered intellectual property rights (including all applications for registered intellectual property rights) and all unregistered intellectual property rights, including without limitation copyrights (including software), trade marks, trade names, logos, patents, inventions, database rights, design rights, domain names, and any other similar rights in any part of the world and any know-how (including without limitation confidential, industrial and commercial information and techniques).

"Licensed Software" means the machine-readable, object-code version of EcoChain Technologies' proprietary software, including all related Documentation and any modified, updated or enhanced versions of the program that EcoChain Technologies may provide to Customer.

"Maintenance Release" means a Licensed Software release containing error corrections or minor enhancements, in Executable Code form, that is made commercially available by EcoChain Technologies.

"Registration Form" means the online webpage where Customer provides prime details to sign up for Services.

"Regulatory Agencies" has the meaning set forth in section 5.6 of these Product Terms. "SaaS Service" means a subscription service that provides online tools for the environmental administration of Customer's company, which is accessed by Customer over the Internet.

"Service Effective Date" means with respect to the Services, the date upon which EcoChain Technologies notifies Customer by e-mail or otherwise that the Services are operational.

"Services" means those services signed up for by Customer from EcoChain Technologies as submitted with the Registration Form, including but not limited to the SaaS Service and the Support Services.

"Source Code" means the human-readable version of a software program than can be compiled into Executable Code.

"Support Services" means consultancy services [and the verification of Customer Data]. "System" means the computer hardware and software (including, without limitation, the Licensed Software and other software applications, software interfaces, operating system and databases), data storage and all other resources (including, without limitation) telecommunications equipment) used by EcoChain Technologies to make Application Software and Customer's data available to, and usable by, Customer via the Internet.

"Taxes" has the meaning set forth in section 4.4 of these Terms of Use.

"Term" has the meaning set forth in section 11.1 of these Terms of Use.

"Terms of Use" means these General Terms and Conditions for the use of Services.

"Third Party Software" means any software, licensed as a stand-alone product or as a part of another software, which is not owned by EcoChain Technologies or its subsidiaries.

"Users" means Customer's employees, contractors and agents.