Master Service Agreement (MSA)

1 purpose, definitions and applicability

1. This MSA is entered into and effective as of the last date signed below (the "Effective Date") by and between Producthub B.V., a Dutch company with limited liability, having its principal place of business at Cuserstraat 91 (1081CN) Amsterdam, Netherlands (hereinafter: "Producthub").

2. The purpose of the MSA is to establish the terms and conditions under which Producthub delivers Software as a Service to the Customer and under which conditions the Customer may purchase Services. This agreement, including all Order Forms, Exhibits, the Data Processing Addendum (each where applicable) constitutes the entire agreement. This MSA supersedes all prior agreements, understandings, statements, proposals and representations (written or oral) between Parties.

3. The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural:

    a. Affiliate: an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority;

    b. Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Scale Force BV, Cuserstraat 91, 1081CN Amsterdam, Netherlands.

    c. Confidential Information: any non-public information, including but not limited to, trade secrets, proprietary information, business plans, customer lists, financial information, technical data, software code, and any other information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with the Services provided under this MSA.

    d. Country: the Netherlands;

    e. Customer: the contract party of this MSA other than Producthub;

    f. Customer Personal Data: all personal data belonging to the Customer which is generated and/or processed in the use of the Service. Personal data has the meaning as determined in the General Data Protection Regulation (GDPR).

    g. Device: any device that can access the Service such as a computer, a cell phone or a digital tablet.

    h. Master Service Agreement (MSA or Agreement): these terms and conditions that form, along with the Data Processing Addendum and Order Form, form the entire agreement.

    i. Producthub: the brand name of the Service Provider of the Service Scale Force B.V.;

    j. Service: access to the Software as a Service (SaaS) platform;

    k. Us/Our/We: Producthub;

    l. You/Your: the Customer.

4. If you register for a free trial of the Services, the applicable provisions of these terms will also govern that free trial.

5. In the event of any inconsistency or conflict between the terms of this MSA and the terms of any Order Form, the terms of the Order Form shall prevail.
6. If you are entering into or accepting these terms on behalf of a legal entity, you represent and warrant that you have the right, authority and capacity to bind such entity and its affiliates to this MSA.

2 Applicable conditions

1. The Customer is granted the non-exclusive, non-transferable and non-sublicensable (the latter with the exception of Your Affiliates) right to use the services provided for under the Agreement for the term of the Agreement. No rights are granted to the Customer hereunder other than as expressly set forth in the Agreement. Producthub will be responsible for maintaining and updating the Services to ensure its proper functioning.
2. Any terms or conditions proposed by the Customer, whether in the form of a purchase order, acceptance of services, or otherwise, which are inconsistent with or in addition to the terms and conditions of this Agreement, shall not be binding on Producthub and are expressly rejected, which includes 'click through' to which parties agree that these are null and void. No modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. In the event of any conflict between the terms of this Agreement and any terms proposed by the Customer, the terms of this Agreement shall prevail, and the conflicting terms proposed by the Customer shall be deemed excluded, unless expressly agreed upon in writing by both parties.
3. Any extension or addenda of this MSA entered into by the parties shall be considered integral parts of this Agreement and shall be deemed to be incorporated herein by reference.
4. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any such provision with a valid and enforceable provision that achieves, to the extent possible, the economic, business, and other purposes of the severed provision.
5. Both parties warrant that they are legally authorized and have full authority to enter into this Agreement.
6. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. No waiver by either party of any right under this Agreement shall be effective unless it is in writing and signed by the party granting the waiver.
7. To the maximum extent permitted by applicable law, Producthub does not give any other warranty to the Customer except as agreed upon in this agreement. Producthub shall have no warranty obligations with respect to any failure of the Service(s) (i) which are the result of accident, abuse or misapplication; or (ii) in case the Service(s) is/are used contrary to the product user rights.
8. The Customer is responsible for compliance with the provisions of the MSA by its own employees and for any and all activities that occur under the Customers account(s). The Customer is solely responsible for ensuring that the use of the Services to store and transmit Customer Personal Data is compliant with all applicable laws and regulations.
9. The Customer will not share a user Login among multiple individuals.

10. Producthub reserves the right to periodically verify that the use of the Services complies with the MSA and the Order Form restrictions on Our Site. Should Your use of a Service be not in compliance with the MSA, Producthub reserves the right to temporarily suspend without Producthub being liable to damages and to charge You, and You hereby agree to pay for, said usage in addition to other remedies available to Us , provided We have provided you with a prior written notice of any such violating use and additional fees thereof.

11. Producthub may temporarily suspend the account(s) if malicious software is detected, if You use the Services in violation of applicable law, provided Producthub provided you with a written notice to cure the defaulting actions.

12. Producthub is allowed to modify the Services freely, provided updates may not materially degrade the Service.

13. You may not use the Service for competitive purposes against Producthub. "Competitive purposes'' shall include, but not be limited to, the development, provision, or marketing of any product or service that is similar to or competes with the services offered by Producthub.

14. Customer acknowledges and agrees that the services provided during the beta testing phase ("Beta Service") are pre-release versions and are provided "as-is" and "as-available" without warranty of any kind. The Beta Service is provided for testing and evaluation purposes, and Producthub makes no representations or warranties regarding its functionality, reliability, or performance. To the maximum extent permitted by applicable law, Producthub shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if Producthub has been advised of the possibility of such damages, arising out of the use or inability to use the Beta Service. Customer agrees to use the Beta Service in a manner consistent with its intended purpose and to promptly report to Producthub any issues, errors, or malfunctions encountered during the beta testing period. Customer understands that the Beta Service may not be fully functional or free from defects, and Producthub does not guarantee that any issues will be resolved. During the beta testing phase, Producthub is not obligated to provide any support, maintenance, updates, or patches for the Beta Service. Producthub reserves the right to terminate the Beta Service at any time, in its sole discretion, without prior notice. Upon termination, Customer agrees to discontinue the use of the Beta Service.

15. Nothing contained in the Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

3 Service Level Agreement

1. The Service Level Agreement can be found within the application and forms an integral part of this agreement.

4. Confidentiality

1. The receiving party agrees to hold the Confidential Information in strict confidence and to take all reasonable precautions to prevent unauthorized disclosure or use. The receiving party shall not disclose, reproduce, distribute, or use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.

2. The obligations of confidentiality shall not apply to information that:

    a. Was known to the Receiving Party prior to its disclosure by the Disclosing Party;
    b. Becomes publicly available other than through a breach of this Agreement by the Receiving Party;
    c. Is rightfully received by the Receiving Party from a third party without restriction on disclosure.

3. The receiving party may disclose Confidential Information to its employees, agents, or contractors who have a need to know and are bound by written confidentiality obligations no less restrictive than those contained herein.
4. The receiving party may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party prompt notice of such requirement and cooperates with the disclosing party in any legal or regulatory proceedings, if allowed.
5. Upon the termination or expiration of this Agreement, or upon the written request of the disclosing party, the receiving party shall promptly return or, at the disclosing party's option, destroy all copies of Confidential Information in its possession or control within 30 days.
6. Producthub will ensure an appropriate level of security to ensure the protection of the infrastructure and Services, including the protection of data from unauthorized interference by third parties or any other form of damage.

5. Copyright and Intellectual Property

1. Copyright and Intellectual Property Clause:
2. Producthub retains all right, title, and interest in and to any and all intellectual property rights associated with the Service, including but not limited to copyrights, trademarks, trade secrets, patents, and any derivative works thereof.
3. Customer retains ownership of all data, information, and content provided by them or generated through the use of the Service. Producthub is granted a limited, non-exclusive license to use, modify, and reproduce the Customer Data solely for the purpose of providing the Services.
4. The Customer shall not, and shall not allow any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of the Service.
5. The Customer may provide suggestions, comments, or other feedback regarding the Service ("Feedback"). Parties agree that the intellectual property of Feedback belongs to Producthub and hereby transfer the rights thereof to Producthub. Feedback will always be anonymized. Producthub may use, modify, or incorporate the Feedback without any obligation or restriction.
6. The Service may include third-party components or open-source software. Any third-party components or open-source software are subject to their respective licenses, and the Customer agrees to comply with such licenses.
7. In the event that the Service or any part thereof becomes the subject of a claim of infringement of any third-party intellectual property right, Producthub may, at its sole option and expense, either (a) obtain the right to continue providing the Service, (b) modify the Service to make it non-infringing, or (c) replace the Service with a functionally equivalent, non-infringing alternative.
8. Producthub shall indemnify, defend, and hold the Customer harmless from and against any third-party claims, damages, liabilities, costs, and expenses arising out of any claim that the

Service infringes any valid copyright, trademark, or patent, provided that the Customer promptly notifies Producthub in writing of such claim and cooperates in the defense or settlement.

9. The provisions of this Copyright and Intellectual Property clause, including any indemnification obligations, shall survive the termination or expiration of this Agreement.

6. Price and payment

1. In consideration for the use of the Service, the Customer agrees to pay Producthub the subscription fees as outlined in the Order Form attached hereto. The subscription fees may be based on the selected plan, usage metrics, or other mutually agreed-upon factors.

2. Any additional services requested by the Customer beyond the scope of the standard subscription, as well as associated fees, shall be outlined in a separate written agreement between the parties.

3. Producthub shall invoice the Customer in advance for the subscription fees, and any applicable taxes, unless otherwise specified in writing.

4. All invoices are due and payable within 30 calendar days from the date of the invoice. Late payments may be subject to interest at a rate of 1% per month or the maximum rate permitted by law, whichever is higher.

5. All amounts are excluding VAT, which are specified on the invoice. Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes, except those assessable against Producthub. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

6. Producthub reserves the right to adjust the subscription fees after one year with a written notice, at least 30 days in advance. Any adjustments shall not apply retroactively.

7. In the event of non-payment by the Customer, Producthub reserves the right to suspend access to the Service until payment is received. Producthub shall provide a 14 calendar days notice before taking such action.

8. In the event that the Customer makes payments in a currency other than that specified in the invoice, the Customer shall be responsible for any currency conversion fees and fluctuations in exchange rates.

9. No refunds or credits for subscription charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and Producthub does not accept any liability for such loss.

10. If You mandate Producthub to use a vendor payment portal or compliance portal which charges Producthub a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, You shall be invoiced by Producthub for, and You are obligated to pay, the cost of this fee. '

11. If the Customer wishes to dispute an invoice, Customer must provide written notice to Producthub within 30 calendar days of the receiving the invoice. Such notice must contain reasonable details of the claim.

7. Duration and termination

1. This Agreement shall commence on the effective date as specified on the Order Form and shall continue for an initial term of one year, without the possibility of premature termination, unless the other party: (i) is in material breach of any terms contained in the Agreement and the breach is communicated in writing and not remedied within 30 days of such notice; or is incapable of being remedied by the breaching party; (ii) is declared bankrupt or becomes insolvent. Upon termination of the Agreement following a breach of the Terms of the Agreement by the Customer, the Customer is in default and must pay all outstanding sums of the entire term to Producthub for services ordered under the Agreement.

2. Following the Initial Term, this Agreement shall automatically renew for successive renewal terms of one year each (each a "Renewal Term"), unless either party provides written notice, with or without cause, of non-renewal at least 60 calendar days prior to the end of the then-current term.

3. Upon termination of the Agreement the right of the Customer to access the Service will end. The termination of this Agreement shall not affect any rights or obligations that, by their nature, should survive termination, including but not limited to confidentiality, intellectual property, and indemnification provisions.

4. The Customer acknowledges that beta services may be terminated at any time by Producthub with or without notice.

5. Producthub may, at its discretion, allow the Customer limited post-termination access to the Service for a transitional period. Any such access shall be subject to mutually agreed-upon terms and additional fees, if applicable.

6. Unless otherwise specified in writing, there shall be no termination fees for the termination of this Agreement after the Initial Term.

7. Except for Your termination right under 7.1, no refunds or credits for subscription charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term.

8. Warranties

1. The Services, including all server and network components, are provided on an "as is" and "as available" basis. Producthub warrants that it will implement and maintain industry-standard security measures to protect the Customer's data from unauthorized access, disclosure, alteration, and destruction.

2. In the event of a security breach compromising the confidentiality, integrity, or availability of Customer data, Producthub will promptly notify the Customer and take corrective action to mitigate the impact. If the Customer Data contains personal data the notification will take place within 72 hours of Producthub becoming aware of the breach.

3. Producthub warrants that the Service does not and will not infringe on any third-party intellectual property rights, and the use of the Service by the Customer in accordance with this Agreement will not violate any such rights.

4. Producthub warrants that any updates, upgrades, or new releases of the Service will not materially decrease the functionality available to the Customer at the time of the update.

5. Producthub warrants that it will regularly back up Customer data and maintain a disaster recovery plan to restore the Service to normal operation in the event of a system failure or data loss.

6. The warranties provided in this clause shall remain in effect for the duration of the Initial Term and any Renewal Term, unless the agreement is terminated.
7. Except for the warranties explicitly provided herein, Producthub disclaims all other warranties.

9. Limitation of liability

1. To the maximum extent permitted by applicable law, Producthub shall not be liable to the Customer for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or in connection with this Agreement, whether based on contract, tort (including negligence), or any other legal theory.
2. The total aggregate liability of Producthub for all claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid or payable by the Customer to Producthub under this Agreement in the twelve months] preceding the date of the event giving rise to the claim.
3. Neither party shall be liable for any damages caused by the other party's negligence, intentional misconduct, or a breach of confidentiality obligations.
4. Each party agrees to indemnify and hold harmless the other party from any third-party claims, damages, liabilities, costs, and expenses arising out of or related to the indemnifying party's breach of this Agreement.
5. The limitations of liability set forth in this clause shall not apply to:
    a. Claims arising from a party's gross negligence or willful misconduct;
    b. Claims for breach of confidentiality or violation of intellectual property rights
6. The limitations of liability set forth in this clause shall be replaced by € 1.000.000,- (one million euros) in case of claims relating to personal injury or death resulting from a party's negligence.
7. The parties agree that the limitations of liability specified in this clause reflect the allocation of risk agreed upon by the parties and that without these limitations, the terms and conditions of this Agreement would be substantially different.
8. The liability of Producthub for indirect damages, consequential damages, loss of profits, loss of revenue, loss of data, reduced goodwill, loss due to business interruptions, damage relating to the use of matters, materials or software of Third Parties prescribed by the Customer to Producthub, and damage relating to the engagement of suppliers prescribed by the Customer to Producthub, is excluded.

10. Indemnification

1. Producthub agrees to indemnify, defend, and hold harmless the Customer from and against any and all claims, suits, actions, demands, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with any third-party claim alleging that the use of the Service as authorized under this Agreement infringes any valid patent, copyright, trademark, or trade secret rights applicable in the European Union. Producthub's indemnification obligations are conditioned upon the Customer providing prompt written notice of the claim, allowing Producthub to control the defense and settlement of the claim, and reasonably cooperating with Producthub in the defense and settlement of the claim.
2. If the Service becomes, or in Producthub's opinion is likely to become, the subject of an infringement claim, Producthub may, at its option and expense:

   a. Procure for the Customer the right to continue using the Service;
   b. Replace or modify the Service to make it non-infringing while providing substantially similar functionality;
   c. If the previous two options are not commercially reasonable, terminate the infringing portion of the Service, and refund to the Customer any prepaid fees for the terminated portion.
3. The Customer agrees to provide Producthub with all information and assistance reasonably necessary for the defense of any such claim. Failure to provide prompt notice or cooperation may relieve Producthub of its indemnification obligations to the extent that such failure materially prejudices the defense of the claim.
4. Producthub shall have no obligation under this clause for any claim arising from:
   a. Modifications to the Service not made by Producthub.
   b. The combination, operation, or use of the Service with software, hardware, or other materials not provided or expressly authorized by Producthub.
   c. Customer's failure to use the Service in accordance with the terms of this Agreement.
5. The indemnification provisions of this clause shall be the Customer's sole and exclusive remedy for any intellectual property infringement claims related to the Service.
6. Producthub shall have no liability for claims based on the infringement of any third-party rights by Customer Data or any other content provided by the Customer.
7. The Customer agrees to indemnify, defend, and hold harmless Producthub from and against any and all claims, suits, actions, demands, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with any third-party claim alleging that the processing, storage, or use of Customer Data as authorized under this Agreement infringes any valid third-party rights or violates applicable laws or regulations, including but not limited to the posting of illegal content on the Service.

11. Force majeure

1. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay is caused by an event or circumstance beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, cyber-attacks, governmental actions, earthquakes, fires, floods, or any other natural disaster or force majeure event (each, a "Force Majeure Event"). Epidemics and pandemics do not qualify as a force majeure.
2. The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of such event and the expected impact on its ability to perform its obligations under this Agreement. The notice shall include information regarding the cause of the Force Majeure Event, its anticipated duration, and the measures taken to mitigate its effects.
3. The party affected by a Force Majeure Event shall use commercially reasonable efforts to mitigate the impact of the event on its performance and to resume full performance under this Agreement as soon as practicable.
4. In the event of a Force Majeure Event, the affected party's performance of its obligations under this Agreement shall be suspended to the extent necessary to account for the impact of the Force Majeure Event. The party shall resume performance promptly upon the cessation of the Force Majeure Event.

5. If a Force Majeure Event continues for a period exceeding 6 months, either party may, at its option, terminate this Agreement without liability by providing written notice to the other party.

6. In the event of a Force Majeure Event affecting Producthub's ability to deliver the Service, the Customer's obligation to pay fees for the affected services may be adjusted based on the duration and extent of the impact.

7. During the occurrence of a Force Majeure Event, the parties shall, in good faith, discuss and consider alternative solutions to mitigate the impact on the performance of this Agreement.

12. Terms of use for a trial

1. The Customer acknowledges and agrees that the trial use of the Service is provided on a trial basis without any warranty, representation, or commitment from Producthub.

2. The Customer expressly understands and agrees that the trial use of the Service is undertaken at their own risk and that Producthub shall have no liability or responsibility for any consequences arising out of or in connection with the trial use.

3. Producthub disclaims any obligation or responsibility to the Customer for the functionality, performance, or any consequences related to the trial use of the Service.

4. Producthub makes no warranties, whether express or implied, regarding the Service's fitness for a particular purpose, merchantability, non-infringement, or any other warranty.

5. In no event shall Producthub be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with the trial use of the Service.

6. Producthub shall not be responsible for any loss, corruption, or deletion of data during the trial use, and the Customer is advised to take appropriate measures to back up any data.

7. Producthub reserves the right to terminate the trial at any time, with or without notice, and shall not be liable to the Customer for any consequences resulting from such termination.

8. Upon the termination of the trial (whether by the passing of time or by an action of Producthub), Producthub shall have no obligation to maintain or provide any data uploaded or entered by the Customer during the trial. By participating in the trial use of the Service, the Customer acknowledges that any default settings and Customer Data will be lost once the Trial ends and the Customer has read and understood the terms of this Trial Use Disclaimer and agree to be bound by its provisions.

13. Third party services

1. For the purposes of this agreement, "Third-Party Services'' refers to any products, services, software, or content provided by third parties that may be integrated, utilized, or accessed in conjunction with the Service offered by Producthub. Customer acknowledges that the Service may incorporate or integrate with Third-Party Services to enhance functionality or provide additional features. Such Third-Party Services are not owned or controlled by Producthub.

2. Producthub disclaims any and all liability for the performance, availability, accuracy, or suitability of any Third-Party Services integrated with or accessed through the Service.

3. The inclusion of Third-Party Services within the Service does not constitute an endorsement, representation, or warranty by Producthub. The Customer acknowledges that the use of Third-Party Services is at their own risk.

4. Support services provided by Producthub may not extend to issues or difficulties arising from the use of Third-Party Services. The Customer may need to seek support directly from the respective third-party providers.

14. Publicity

1. The Customer grants Producthub a limited, non-exclusive license to use the Customer's name, logo, and trademarks in connection with the creation and distribution of Publicity materials solely for the purpose of promoting the Service.
2. Producthub agrees to adhere to the usage guidelines provided by the User in regards to the Customer's name, logo and trademarks.
3. The parties may collaborate on joint press releases to announce significant milestones, achievements, or partnership enhancements related to the Service. The timing and content of any press release shall be mutually agreed upon by both parties.
4. In the event that either party reasonably believes that publicity may harm its reputation or business interests, the party may request the withdrawal of such publicity, and the other party shall promptly comply.

15. The processing of Customer data containing personal data

1. This MSA is amended by the terms of the Data Processing addendum ("DPA"), which forms an integral part of this agreement. The DPA outlines the specific details and obligations related to the processing of personal data in connection with the Services provided under this MSA. In the event of any inconsistency between the terms of this agreement and the DPA, the provisions of the MSA shall prevail unless otherwise stated in the DPA.

16. Disputes

1. The parties commit to resolving any disputes or disagreements arising under or in connection with this agreement amicably and in a spirit of cooperation, mutual respect, and good faith. If informal discussions do not lead to resolution, the matter may be escalated to the senior management level of both parties, who will collaborate in a positive and constructive manner to seek resolution.

Miscellaneous

1. The rights and obligations of the parties under this MSA are personal to each party and may not be assigned or transferred, in whole or in part, to any other company, entity, or third party without the express written consent of the other party, which consent may not be reasonably withheld, with the exception that this MSA may be assigned or transferred in connection with any merger or change of control of Customer or Producthub or the sale of all or substantially all of the assets provided that any such successor agrees to fulfill its obligations pursuant to the agreement. The other party may demand that both the old party and the new party are jointly and severally liable for fulfillment of the obligations pursuant to this agreement.
2. Both parties expressly agree that any Amendment must be executed by the authorized representatives of each party and shall not be considered effective unless duly signed by both parties.

3. In the event that a provision is determined to be null, void, or unenforceable, the parties agree to make good faith efforts to promptly negotiate and agree upon a substitute provision that achieves, to the extent possible, the original purpose and intent of the null or void provision.

4. The parties acknowledge and agree that a notice sent by email, when confirmed as delivered without error, shall be considered valid and effective as written notice under this MSA. Any notice, communication, or document required or permitted to be given under this MSA may be delivered by email to the email addresses specified separately, unless otherwise agreed in writing by both parties. Each party agrees to promptly notify the other party of any change in their respective email addresses for notice purposes under this clause.

5. This MSA is governed by the laws of the Netherlands. Any dispute arising out of or in connection with this MSA, including disputes regarding its existence, validity, or termination, shall be resolved in accordance with Dutch law.