

TERMS OF USE

Version 3 (9.8.2019)

1. These Terms of Use (**ToU**) govern the use of the Chemberry Services provided by Clariant International AG to the Service Recipient.

2. The following defined terms are used in these ToU:

Base Currency means Swiss Franc (CHF) or US Dollar (USD) respectively.

Benchmark Currency means Euro (EUR).

Spot Rate of Exchange means the spot rate of exchange for the purchase of the Benchmark Currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. GMT on any particular day.

Chemberry Platform means the web platform available at www.chemberry.com offering simplified interaction between chemical buyers and chemical suppliers by providing a comprehensive and up-to-date directory of chemical ingredients.

Chemberry Services means services to be provided by Service Provider to the extent ordered by the Service Recipient. With regard to the scope of the Chemberry Services, Service Recipient has to choose between one of the three (3) following packages:

- (i) **the Unlimited Package**, with the scope as described in section 3.2
- (ii) **the Flexible Package**, with the scope as described in section 17.2; or
- (iii) **the Basic Package**, with the scope as described in section 18.2.

Commencement Date means the date of acceptance of the ToU by the Service Recipient via Chemberry Platform and of confirmation of the Service Recipient's subscription of Chemberry Services by the Service Provider.

Confidential Information means all information exchanged via the Chemberry Platform;

Customer means a buyer of chemical products searching for chemical products on the Chemberry Platform.

Day or day means any calendar day.

Fair Use means a reasonable and proportionate (in relation to other Service Recipients) use of the Chemberry Services excluding in particular excessive machine to machine or automated use of the Chemberry Services which may potentially impair or degrade the performance of the Chemberry Services or the operation of the Chemberry Platform.

Force Majeure Event means any event affecting the performance by the respective Party of any obligations under these ToU arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the respective Party, which were not reasonably foreseeable and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned, but shall not include lack of funds or events caused by the Party whose performance is affected by the relevant event;

Free Trial Period shall have the meaning as set out in section 19.3.

Intellectual Property Rights, IPR or **IP** shall mean patents, trademarks, service marks, logos, get-up, trade names, internet domain names, design rights, copyright and moral rights, database rights, semiconductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and all rights or forms of protection having equivalent or similar effect anywhere in the world and **registered** includes registrations and applications for registration;

Party means Service Provider and/or Service Recipient, as applicable;

Privacy Policy means the privacy policy of the Service Provider as available online at <https://chemberry.com/files/terms/Privacy-statement-Chemberry.pdf>;

Qualified Lead means a lead that contains personal information on a potential sample and/or order request such as application area, sample size, total application size, shipping address and others.

Service Fees shall have the meaning as set out in sections 12, 17.6, 18.6, 19.4.

Service Provider means Clariant International AG and/or a Service Provider Subsidiary, as applicable;

Service Provider Group means Service Provider and any Service Provider Subsidiaries;

Service Provider Subsidiaries means all companies in which Service Provider Corporation is directly or indirectly involved as a majority or minority shareholder;

Service Recipient means the recipient of the Chemberry Services;

Service Term shall have the meaning as set out in sections 11, 17.4, 17.5, 18.4, 18.5, 19.5, 19.6.

Supplier means a supplier of chemical products providing information on its chemical products on the Chemberry Platform.

ToU means these Terms of Use.

Unqualified Lead means a lead that contains information about the behaviour of a potential customer such as number of product clicks or product comparison.

3. The Unlimited Package

3.1 In case the Service Recipient has ordered **the Unlimited Package**, sections 1 to 16 shall apply.

3.2 A detailed description of the Chemberry Services included in **the Unlimited Package** can be found in our online FAQ at <https://chemberry.com/fag/supplier/unlimited>. In particular the following services are included:

- Listing of products based on public information from Service Recipient's website
- Listing of Service Recipient's information
- Weekly re-crawls of Service Recipient's product websites
- Qualified and Unqualified Leads
- Service Recipient's products analytics
- Trends dashboard
- Enhancement and verification of the information of Service Recipient's products
- Five sponsored products
- Premium support on the Chemberry Platform

3.3 Analytics reports and dashboards provided as part of the Chemberry Services do not guarantee success of marketing actions and commercial insights derived thereof.

3.4 Qualification and score of potential business leads are solely derived from available data and user behaviour on the Chemberry Platform and do not guarantee or directly reflect actual interest of a user.

3.5 Data made available on the Chemberry Platform and as part of the Chemberry Services is mostly extracted from text and images available on suppliers' publicly accessible or specifically provided sources. The Service Provider does not and cannot warrant that all available data is extracted.

3.6 Extraction of information from sources available to the Chemberry Platform are done in periodic (currently weekly) re-crawls and certain suppliers may decide to block the Service Provider's crawler. Hence, certain suppliers may therefore reflect legacy information and may differ from the respective suppliers' current and updated information.

3.7 The Chemberry Services will be provided to the Service Recipient solely through the Chemberry Platform in a Software as a Service approach. There is no entitlement whatsoever of the Service Recipient to receive specific customer support or help desk support beyond of what is provided on the Chemberry Platform. It remains in the sole discretion of the Service Provider to address any such requests provided by the Service Recipient through the agreed communications channels.

3.8 The Service Provider shall use reasonable efforts to maintain availability of the Chemberry Platform and of the Chemberry Services. Market standard service intervals and service downtime as well as unscheduled downtime of the Chemberry Platform shall not cause any claim or liability of the Service Provider provided that the Service Provider uses reasonable endeavours to restore the availability of the Chemberry Services and the Chemberry Platform.

4. Communication via the Chemberry Platform
 - 4.1 Unless otherwise agreed between the Parties, for any communication related to the Chemberry Services, the Service Recipient shall address any such communication to info@chemberry.com.
 - 4.2 The Service Recipient shall not provide disclaimers in its communication submitted via the Chemberry Platform. Any such disclaimers shall not be considered and are deemed as not being included.
 - 4.3 Any reference to Service Recipient's general terms and conditions or general contractual terms shall not be considered and are deemed as not being included in its communication, even if the Service Recipient refers to them in its communications and the Service Provider does not expressly object. Service Provider's entering into these ToU with the Service Recipient shall not be deemed as acceptance by the Service Provider of any of Service Recipient's deviating terms.
 5. Rights in IP and Data
 - 5.1 The Service Recipient warrants full ownership rights of all data, information, and content provided by it on the Chemberry Platform or made available by it via Service Recipient's websites. The Service Recipient grants the Service Provider usage rights in such data, information and content as reasonably required for the provision of the Chemberry Services and further commits that the use of the provided data, information and content for the performance by the Service Provider under these ToU will not constitute a breach of any third-party rights, laws and/or regulations.
 - 5.2 All information and data provided by Service Provider to the Service Recipient through the Chemberry Platform to the Service Recipient shall remain Service Provider's unrestricted property. The Service Recipient acknowledges that the Chemberry Platform including all IP related to the Chemberry Platform irrespective of the nature and volume of data provided by the Service Recipient remains the property of the Service Provider.
 - 5.3 The Service Provider grants to the Service Recipient the non-transferable, non-sublicensable, time-limited and revocable right to access, use and exploit the Chemberry Platform and to use the Chemberry Services for the Service Recipient's internal purposes with an unlimited number of users subject, however, to Fair Use.
 - 5.4 The Service Provider shall not be responsible for any links or other applications that are provided or embedded in the Chemberry Platform or are accessible together with the Chemberry Services. The Service Recipient acknowledges that such links or other applications may be subject to third party terms, to which the Service Recipient shall adhere when using other applications or when redirected to other webpages.
 - 5.5 Service Provider shall be entitled but not be obliged to store and process information, data or content provided by the Service Recipient to Service Provider via the Chemberry Platform and stored in the Chemberry Platform; this entitlement shall in particular extend to non-personal data, data anonymized or aggregated with other Data by the Service Provider and shall include the unrestricted commercial use of such data. Unless required under applicable law, the Service Recipient shall not be entitled to request disclosure of any such information, data or content from the Service Provider.
 - 5.6 Any IPR owned or held by the Service Provider which may during the term of these ToU be used by the Service Recipient in the context of using the Chemberry Services shall remain the property of the Service Provider and the Service Recipient shall not have any rights or interest therein, except for the right to use such IP to the extent absolutely necessary for the use of the Chemberry Platform.
 - 5.7 In no event may the Service Recipient use or permit others to use Service Provider's IP as a reference or otherwise without the explicit prior written consent of the Service Provider.
 6. Service Recipient's Responsibilities
 - 6.1 The Service Recipient shall register and procure that its designated users shall register on the Chemberry Platform for accessing and using the Chemberry Services. Further, the Service Recipient shall designate and notify to the Service Provider a main account and single point of contact to be addressed on Service Recipient's behalf.
 - 6.2 The Service Recipient procures that all its users accessing and using the Chemberry Platform are entitled to lawfully act on behalf of the Service Recipient.
 - 6.3 Notwithstanding section 6.2, all actions taken under the Service Recipient's users' credentials are always deemed to be actions taken on behalf of and authorized by the Service Recipient.
 - 6.4 The Service Recipient acknowledges that access to the Chemberry Platform and the use of the Chemberry Services is non-exclusive and non-transferable to individuals or entities other than the Service Recipient or its employees. Therefore, the Service Recipient shall not fully or partially assign, sublicense, or otherwise transfer access to the Chemberry Platform without prior written authorization by Service Provider; and not extract, reproduce or use the content provided on the Chemberry Platform for any purpose other than as defined herein.
 - 6.5 The Service Recipient shall be responsible for all actions of its users and all actions taken under the Service Recipient's users' credentials. Hence, the Service Recipient shall ensure that (i) login credentials are not misused or transferred to unauthorized third parties; (ii) any declarations made or obligations entered into by one or more of its users are attributable to it and that it will not contest the authorization of a user; (iii) users are well-trained to use the Chemberry Platform, also in case of Chemberry Platform updates; and (iv) all technical requirements to use the Chemberry Platform are met.
 - 6.6 The Service Recipient shall notify the Service Provider without undue delay in case of any misuse of the Chemberry Platform.
 - 6.7 The Service Recipient agrees (i) not to use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Chemberry Platform, including uploading or making available files containing corrupt data or viruses via whatever means; (ii) not to download, reproduce, transmit, sell or distribute, in whole or in part, in any form or fashion, the contents and the information available on the Chemberry Platform or received via the Chemberry Services without Service Provider's express written consent and for any purpose other than for using the Chemberry Services; and (iii) not to engage in any illegal – including in particular but not limited to any form of anticompetitive – act, omission, agreement or correspondence in the context of using the Chemberry Services.
 - 6.8 The Service Recipient shall avoid disruption of the Chemberry Platform, and shall not upload any fraudulent, illegal, obscene or harassing contents. The Service Provider shall be entitled to delete such content from the Chemberry Platform, without prejudice to its other rights as set out in these ToU.
7. Confidentiality
 - 7.1 The Parties shall unless otherwise agreed herein at all times throughout the term of these ToU keep Confidential Information confidential and not disclose any such Confidential Information to any other person and not use any Confidential Information for any purpose other than the performance of its obligations under these ToU.
 - 7.2 Notwithstanding section 7.1, Service Provider shall be entitled to share Confidential Information within the Service Provider Group and with external service providers that may need to get access to such Confidential Information in order to perform their services to the Service Provider as and to the extent reasonably required for the Service Provider to provide the Chemberry Services.
 - 7.3 Neither Party shall be liable for disclosure and/or any use of such Confidential Information insofar and to the extent as such information is in, or becomes part of, the public domain other than through a breach of these ToU or other obligation of confidentiality by the receiving Party, is independently developed by the receiving Party without the benefit of such information received from the disclosing Party, is disclosed and/or used by the receiving Party with the prior written consent of the disclosing Party, or is required to be disclosed to comply with applicable law, judicial orders or decrees.
 8. Data protection
 - 8.1 The Parties undertake to comply and procure that their employees, agents and subcontractors comply with applicable data protection laws in connection with the performance of their obligations under these ToU.
 - 8.2 The Service Recipient acknowledges and agrees and shall ensure that its users explicitly acknowledge and agree in respect of their personal data that the Service Provider is entitled to process all information, including personal data as defined by applicable data protection laws and as submitted by the Service Recipient for the purposes set out in these ToU and, where the Service Recipient is a natural person, with

- respect to her/his data for marketing purposes as set out in the Privacy Policy, market research in relation to the Chemberry Services and for the improvement of Service Provider goods, products and/or services.
- 8.3 The Service Recipient shall agree and shall procure that its users of the Chemberry Platform agree in the course of the registration process to the processing of their personal data as set out in this section 8. If and as soon as a user revokes its consent for the processing of personal data, Service Recipient shall simultaneously block and revoke this user's access to the Chemberry Platform.
- 8.4 For the purposes of processing personal data of Service Recipient and its users by Service Provider as applicable the Privacy Policy shall apply and shall form an integral part of these ToU.
9. Warranty, liability
- 9.1 The Service Recipient acknowledges that the Chemberry Platform is provided "as is" and the Service Provider does not provide any warranty or representation, express or implied, with respect to the Chemberry Platform and the information provided thereon and all related matters thereto. Service Provider specifically disclaims any implied warranty as to merchantability, fitness for a particular purpose or for any other matter.
- 9.2 To the extent permitted by law, Service Provider shall not be liable to Service Recipient for any loss of profits, anticipated savings, business opportunities, goodwill or reputation, that arise under or in connection with the Chemberry Services provided under these ToU.
- 9.3 To the extent permitted by law, Service Provider shall not be liable to Service Recipient for loss of data, or losses or damages related to limited connectivity or availability of the Chemberry Platform.
- 9.4 Whilst every care has been taken to ensure that the data and information provided in the context of the Chemberry Services is complete, correct, accurate and not misleading, Service Provider shall not accept any liability whatsoever for the accuracy, adequacy or completeness of such information and data or for any costs or expenses incurred by the Service Recipient in relation thereto.
- 9.5 To the extent permitted by law, Service Provider's liability for negligence is excluded.
- 9.6 The compensation by Service Provider for consequential and financial damage/loss, savings not realized, loss of interest or damages resulting from third-party claims vis-à-vis the Service Recipient are excluded to the extent permitted by law.
- 9.7 The limitations in this section 9 shall not apply to (i) a Party's liability for death or personal injury, (ii) a Party's liability for fraudulent misrepresentation or deliberate acts or omissions and (iii) any other liability that cannot be excluded and/or limited by law.
- 9.8 The claiming Party shall, in relation to any loss or damage that may give rise to a claim under these ToU against the other Party, take all reasonable steps to avoid or mitigate that loss or damage, including by pursuing any relevant third party, or claiming under any relevant insurance policy or bond in respect of the loss or damage.
- 9.9 Nothing in these ToU shall be deemed to constitute a duty or obligation for the Service Provider unless it is expressly set out in these ToU.
- 9.10 Storage and processing of all data and information provided as part of the Chemberry Services as well as the operation of the Chemberry Platform take place in physically separated network environments of the Service Provider on servers of Amazon Web Services, Inc. (AWS) at the respective current terms of AWS (available under <https://aws.amazon.com/legal/>). Relevant hosting services of AWS used for the provision of the Chemberry Services or the running of the Chemberry Platform do not fall under Service Provider's control or responsibility. With respect to the hosting of the Chemberry Platform and the storage and processing of Data in the context of providing the Chemberry Services the Service Provider shall not be liable and assumes no obligations beyond the relevant current terms of AWS.
- 9.11 To the extent available under the terms of AWS, without assuming any obligation vis-à-vis the Service Recipient, the Service Provider shall upon reasonable request by the Service Recipient explore in its sole discretion options to choose a server region inside the European Union (EU) where the Chemberry Platform shall be based and/or where the Service Recipient's data shall be stored.
- 9.12 The Service Provider is and remains free to choose, change to and replace AWS by further comparable hosting providers and to base the Chemberry Platform as well as store the Service Recipient's data on these hosting providers' servers at these or better hosting provider's current terms and conditions. In this case, the Service Provider shall adequately inform the Service Recipient.
10. Force Majeure
- 10.1 The Parties shall not be liable for delay or failure to perform any of their obligations under these ToU in so far as the performance of such obligation is entirely or partially prevented by a Force Majeure Event.
- 10.2 The Parties shall notify the other party immediately in writing upon the occurrence of a Force Majeure Event and shall use all reasonable endeavours to continue to perform its obligations for the duration of such Force Majeure Event. Any Party whose failure to perform results from a Force Majeure Event shall further take all reasonable steps to mitigate any costs arising out of the Force Majeure Event.
- 10.3 Any liability for damages resulting from a Force Majeure Event is excluded between the Parties to the extent permitted by law.
11. Term and termination
- 11.1 These ToU shall become effective on the Commencement Date.
- 11.2 The Chemberry Services for **the Unlimited Package** shall be provided on a rolling basis for a term of one (1) year each unless terminated by either Party in accordance with these ToU. The first year of the term shall end on 24:00h CET of the last day of the twelfth full calendar month following the Commencement Date. Any consecutive year of the term shall commence on 00:00h CET of the first day of the calendar month following the end of the previous contract year.
- 11.3 Either Party may terminate these ToU in their sole discretion as per the end of each running contract year of the Service Term subject to thirty (30) Days prior written notice.
- 11.4 Either Party may terminate these ToU with immediate effect for important reasons, if (i) the other Party commits a material breach of any provision of these ToU, provided that – if such breach is remediable – the breaching Party fails to remedy that breach within a period of two (2) weeks after having been notified by the other Party to do so or (ii) the other Party is unable to pursue its activities under this Agreement for whatever reason.
- 11.5 The Service Provider may, in addition to section 11.4 and to the extent permitted by law, terminate these ToU with immediate effect, if (i) bankruptcy or composition proceedings are opened with final effect against the assets of the Service Recipient or such petition in bankruptcy is dismissed due to insufficient assets, (ii) a change of control occurs with respect to the Service Recipient, meaning any third party shall become the owner, directly or indirectly, of shares representing more than 50% of the aggregate voting power of the Service Recipient or (iii) the Service Recipient rejects changes, amendments or modifications to these ToU or to the Service Fees that have been made by Service Provider in accordance with sections 12.1 or 16.3.
12. Service Fees and Payment Terms
- 12.1 The Chemberry Services for **the Unlimited Package** are billed annually. The amount of the Services Fees depends on the number of products listed on the Chemberry Platform; (i) 5 000 € shall be charged if less than twenty (20) products are listed on the Chemberry Platform (ii) 10 000 € shall be charged if less than fifty (50) but more than twenty (20) products are listed on the Chemberry Platform (iii) 20 000 € shall be charged if more than fifty (50) products are listed on the Chemberry Platform.
- 12.2 The Service Provider is entitled to adjust the Service Fees effective as of the following contract year of the Service Term in its sole and unfettered discretion subject to thirty (30) Days prior written notice. If the Service Recipient does not object to such changes by written notice to the Service Provider within ten (10) Days of receipt of the written notice the amended Service Fees shall be deemed to have been agreed with effect as of the following year of the Service Term.
- 12.3 The Service Fees are exclusive of any value added tax or similar tax that applies to such type of fees. If the Service Fee is, or may become, subject to withholding taxes, the Service Recipient shall inform the Service Provider accordingly and the Service Provider shall be entitled to reflect those taxes in the invoice so as to ensure that the Service Provider's overall position net of tax is no worse than it would have

been in the absence of such taxes. If the Service Recipient does not inform the Service Provider before the Service Provider submits an invoice, the amount of the invoice will be treated as increased as necessary to ensure that after any withholding or deduction the Service Provider receives and retains a net sum equal to the amount of the Service Fee specified in the invoice.

12.4 Payment of the Service Fees shall be due and payable no later than twenty (20) Days following the Commencement Date and following the commencement of each consecutive contract year respectively. In case of payment default or delay, the statutory interest rate applicable between commercial parties shall be due.

12.5 The Service Recipient shall settle the invoices by funds transfer only to one of the following accounts of Clariant International AG at UBS, CH8098 Zurich (BLZ: 233; SWIFT/BIC: UBSWCHZH80A):

CHF	23353462701W	CH54 0023 3233 5346 2701 W
EUR	23353462770U	CH48 0023 3233 5346 2770 U
USD	23353462760Y	CH71 0023 3233 5346 2760 Y

To avoid any possibility of billing fraud, the Service Provider shall only use these accounts for payment or any other account which the Service Provider shall notify to the Service Recipient in accordance with the ToU. Any amounts payable under these ToU shall be settled either in the Benchmark Currency or in a Base Currency. If settled in a Base Currency, the amounts payable in this Base Currency shall be determined on the basis of the amount payable in the Benchmark Currency converted by reference to the Spot Rate of Exchange as of the due date for such amount payable.

13. Applicable Law and Jurisdiction

13.1 These ToU shall be governed by Swiss law, expressly excluding the applicability of all conflict of laws rules and the U.N. Convention on the International Sale of Goods shall hereby be excluded.

13.2 The Parties expressly submit to the exclusive jurisdiction of the courts of the Canton Basel-Country, Switzerland.

14. Assignment

14.1 Neither Party may assign any rights or obligations under these ToU to any third party (assignee) without the explicit prior written consent of the respective other Party.

14.2 Notwithstanding section 14.1, the Service Provider shall be entitled to transfer or assign their rights and/or obligations under these ToU to any Service Provider Subsidiary. To the extent that Service Recipient's consent is required to any such transfer or assignments of right and/or obligations under applicable law(s), it is hereby granted.

15. Severability

15.1 Each of the provisions of these ToU is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect in any jurisdiction it shall have no effect in that respect, and such invalid or unenforceable provision shall be deemed replaced by a valid provision the effect of which is as close as possible to its intended effect as possible and guaranteeing a corresponding commercial result. The aforesaid rule shall apply mutatis mutandis to fill any gap that may be found to exist in these ToU.

16. Other provisions

16.1 These ToU shall not affect, replace or amend any other agreements on the same subject matter between the Parties.

16.2 Nothing contained in these ToU shall be deemed as constituting an obligation or commitment of the Service Provider to procure any goods, products and/or services other than the Chemberry Services or any representation by or on behalf of the Service Provider.

16.3 The Service Provider is entitled to change, amend or otherwise modify the ToU at any time subject to thirty (30) Days prior written notice. Such changes, amendments or modifications shall be deemed accepted, unless objected by the Service Recipient in writing within ten (10) Days following receipt of such notification issued to the Service Recipient by the Service Provider.

16.4 The Parties agree that documents in electronic form if provided in accordance with these ToU shall be equivalent to hardcopy documents and that they will not challenge their authenticity or correctness for the

sole reason that the documents are submitted in electronic form.

16.5 In case of conflicts or inconsistencies with any other agreement between the Parties and unless specifically agreed otherwise between the Parties the provisions of these ToU shall supersede, modify, amend and/or replace, as the case may be, the conflicting provisions and shall meet or shall be deemed to meet all formal requirements applicable to contractual amendments contained in such other agreements.

16.6 Nothing contained in these ToU shall be construed as creating a partnership, joint venture, agency or employee-employer relation, trust or other association of any kind between the Parties.

17. **The Flexible Package**

17.1 In case the Service Recipient has ordered **the Flexible Package**, the following terms shall apply.

17.2 A detailed description of the Chemberry Services included in **the Flexible Package** can be found in our online FAQ at <https://chemberry.com/faq/supplier/flexible>. In particular the following services are included:

- Listing of products based on public information from Service Recipient's website
- Listing of Service Recipient's information
- Weekly re-crawls of Service Recipient's product websites
- Qualified and Unqualified Leads
- Service Recipient's products analytics
- Trends dashboard
- Enhancement and verification of the information of Service Recipient's products

17.3 The terms as set forth in sections 0, 2, 3.3 to 11.1., 11.4, 11.5, and 12.2 to 16.2 shall apply accordingly for **the Flexible Package** unless otherwise specified in this section 17

17.4 The Chemberry Services for **the Flexible Package** shall be provided on a rolling basis for a term of one (1) year each unless terminated by either Party in accordance with the applicable provisions of these ToU. The first year of the term shall end on 24:00h CET of the last day of the twelfth full calendar month following the Commencement Date. Any consecutive year of the term shall commence on 00:00h CET of the first day of the calendar month following the end of the previous contract year.

17.5 Either Party may terminate these ToU in their sole discretion by the end of each running contract year of the Service Term subject to thirty (30) Days prior written notice. Additionally, Service Recipient may terminate these ToU in its sole discretion subject to fourteen (14) Days prior written notice before the Day on which the receipt of the next quarterly invoice is scheduled to take place according to the quarterly billing schedule (Sec. 17.6).

17.6 The Chemberry Services for **the Flexible Package** are billed quarterly. The amount of the Services Fees depends on the number of Qualified and Unqualified Leads provided to Service Recipient: 200 € shall be charged per Qualified Lead; 20 € shall be charged per Unqualified Lead. The maximum amount of the Service Fee shall be limited to (i) 5,000 € annually if less than twenty (20) products per year are listed on the Chemberry Platform (ii) 10,000 € if less than fifty (50) but more than twenty (20) products per year are listed on the Chemberry Platform (iii) 20,000€ if more than fifty (50) products per year are listed on the Chemberry Platform.

18. **The Basic Package**

18.1 In case the Service Recipient has ordered **the Basic Package** the following terms shall apply.

18.2 A detailed description of the Chemberry Services included in **the Basic Package** can be found in our online FAQ at <https://chemberry.com/faq/supplier/basic>. In particular the following services are included:

- Listing of products based on public information from Service Recipient's website
- Listing of Service Recipient's information

- Weekly re-crawls of Service Recipient's product websites
- 18.3 The terms as set forth in sections 1, 2, 3.3 to 11.1 and 13 to 16.6 shall apply accordingly for **the Basic Package** unless otherwise specified in this section 18
- 18.4 **The Basic Package** shall be concluded for an indefinite period of time.
- 18.5 Either Party may terminate these ToU anytime with immediate effect upon written notice.
- 18.6 The Chemberry Services for the **Basic Package** are provided free of charge.
19. The 30-days free trial
- 19.1 In case that the Service Recipient has ordered the 30-days free trial of **the Unlimited Package** or **the Flexible Package** the following terms shall apply.
- 19.2 The 30-days free trial of the respective package is limited to a one-time use and may not be ordered more than once by the Service Recipient.
- 19.3 During a period of thirty (30) calendar days after the Commencement Date ("Free Trail Period") the Chemberry Services are provided within the scope of the respective package ordered by Service Recipient (**Flexible Package** or **Unlimited Package** as described in sections 3.2 and 17.2) and thereafter within the scope and the conditions of the **Basic Package** as set forth in section 18. For the avoidance of doubt

Service Recipient may at any time after the Free Trail Period upgrade the Basic Package to **the Unlimited Package** or **the Flexible Package** subject to the acceptance of the applicable sections of these ToU.

- 19.4 The 30-days free trial of **the Unlimited Package** or **the Flexible Package** is provided free of charge.

As specified in our online FAQ at <https://chemberry.com/faq/supplier/free-trial>, the five (5) sponsored products are not part of the 30-days free trial of the Unlimited Package.

- 19.5 The 30-days free trial of the respective package shall be concluded for an indefinite period of time starting on the Commencement Date of the 30-days free trial of the respective package.
- 19.6 Either Party may terminate these ToU anytime with immediate effect upon written notice.
- 19.7 The terms as set forth in sections 1, 2, 3.3 to 11.1 and 13 to 16.6 shall apply for the 30-days free trial of **the Unlimited Package** or **the Flexible Package**.