

LOGO USE AGREEMENT

between

Catena-X-Verein, Germany

– hereinafter referred to as “CATENA” –

and

PARTNER

– hereinafter referred to as “USER” –

WITNESSETH

The CATENA Logo is protected as a trademark worldwide. USER would like to use the LOGO as shown in the respective certified or qualified role and in the respective valid version of the Operating Model listed under “data space governance – Catena-X labels”.

Future uses will have to be approved by Catena before publication. Catena agrees to let USER use the Catena Logo. Now, therefore, the parties hereto agree as follows:

1 Granting the Right of Use

- 1.1 CATENA grants USER the simple, non-exclusive right to use the CATENA Logo of the respective certified or qualified role and in the respective valid version of the Operating Model listed under “data space governance – Catena-X labels”.

- 1.2 CATENA shall give USER a data record in digital form as well as other material to enable USER to make adequate use of its right of use. Insofar as economically justifiable, CATENA will advise USER over the telephone if problems should arise during the implementation.

2 LOGO

- 2.1 CATENA is the sole legal owner of the LOGO and of all rights relating thereto.
- 2.2 CATENA itself is entitled to exploit or use and/or to grant third party rights to the LOGO without any restrictions.
- 2.3 CATENA does not guarantee or warrant whatsoever that the LOGO is or will remain registered or otherwise protected as a trademark or that there are no rights of third parties which would interfere with USER's use of the LOGO. CATENA does not assume liability for the suitability of the LOGO for USER's planned purpose and for defects in the digital data and material supplied.
- 2.4 In relation to the right of use, the provisions of the German copyright and trademark protection laws shall always apply in addition to the arrangements made herein. In case of conflict between these laws and this Agreement, to the extent legally possible, this Agreement shall prevail.

3 USER's Duties

- 3.1 USER recognizes CATENA's sole and exclusive ownership of the LOGO and undertakes not to derive any rights from the use of the LOGO and not to do any act or thing which might in any way impair CATENA's right in the LOGO.
- 3.2 USER is entitled to exercise the simple right of use referred to in this agreement only.

- 3.3 USER may pass the LOGO on to third parties for a short period of time only, and provided that this exclusively serves internal technical purposes and is necessary for the installation of the LOGO or the use of the LOGO pursuant to Article 1.
- 3.4 If the Logo must be passed on to third parties pursuant to Article 3.3, USER must ensure that the third party is informed of the rights of use according to this Agreement. USER is strictly prohibited from granting any rights regarding the LOGO to third parties.
- 3.5 USER shall inform CATENA upon request as to whether, to what extent, and for what purposes the LOGO and/or the related digital data are stored.
- 3.6 USER shall release CATENA from all third party claims against CATENA arising from the use of the LOGO and shall compensate all damages incurred by CATENA as a result of such third party claims.

4 Hyperlinks

To the extent that the Logo is used by USER as an optical construction for setting a hyperlink linking websites of CATENA, CATENA is under no circumstances liable for the uninterrupted and trouble-free availability of its websites and takes no responsibility whatsoever for the content and availability of USER's websites. The exclusion of liability set out in Article 3.6 applies without any restriction. USER is only allowed to set hyperlinks on the Internet in connection with the Logo as long as these hyperlinks link websites of CATENA.

5 TERM

This Agreement shall come into force with its complete execution and shall run for two years.

6 Right of Termination

- 6.1 CATENA is entitled to terminate the right granted in this agreement at any time with immediate effect wholly or partially, without observing a notice period and without this resulting in any claims on the part of the USER or third parties.
- 6.2 USER shall not use the LOGO after the end of the term or revocation of the granted rights of use, nor shall USER use any names or illustrations, which may lead to confusion with the LOGO due to their content or appearance; in this respect USER assumes the responsibility.

7 Amendments and Additions

Amendments and additions to this agreement or to its annexes, including this written form clause, require the written form to become effective.

8 Partial Invalidity

Should one or several provisions of this agreement be or become null and void due to violations against binding law, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid provisions with other provisions which come as close as possible to the originally intended economic result.

9 Applicable Law

- 9.1 This agreement shall be governed by, and construed in accordance with, the substantive laws of the Federal Republic of Germany, as far as peremptory provisions of the laws of another country do not constitute a bar thereto. The place of Jurisdiction is Berlin/Germany.
- 9.2 All disputes resulting from, concerning the validity of, or arising in connection with this agreement which cannot be settled amicably shall be finally settled by arbitration under the rules of the German Institution of Arbitration. The

arbitration proceedings shall take place in Ludwigshafen/Rhine. The decision is final and conclusive and binding for both parties.

The parties agree and consent to the use of electronic signatures rendered via an electronic signature service (e.g. DocuSign, AdobeSign) solely for the purposes of executing the agreement or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

Berlin

CATENA eV

User
