ITSPERFECT



Master Services Agreement

Itsperfect

This Master Services Agreement (**MSA**) is agreed and accepted by the parties as of the date (the **Effective Date**) that an Order referencing this MSA is agreed by Supplier and Customer.

26 October 2026, Baarn

Article 1. Definitions
In these terms and conditions, the following definitions shall apply:

1. **Affiliate:** whether or not capitalized, means any entity controlling, controlled by, or under common control with, the applicable party to these Terms, including without limitation any entity wholly owned by the party or any entity wholly owning the party;
2. **AI Features:** any functionality of the Platform that uses artificial intelligence, whether accessed through the user interface of the Platform, an API or any other integration, including (a) functionality that uses AI models of third parties engaged by Supplier, such as the AI assistant that answers questions about the use of the Platform and about Customer's data in the Platform and the generation of (draft) product descriptions, and (b) functionality that enables Customer to connect and use an AI model or AI service of its own choice[, such as for the generation of images], in each case as further described in the Documentation. AI models and related services engaged by Supplier as its subcontractors (and, where they process personal data, as sub-processors under the DPA) and do not constitute Third-party Services, or software, services or goods of a specific third party, for the purposes of article 10. AI models and AI services connected by or on behalf of Customer ("Customer AI Services") do not form part of the Platform and constitute Third-party Services for the purposes of article 10;
3. **Confidential Information:** confidential information relating to Customer or Supplier, including (a) information marked as "confidential" in writing, (b) information not generally known to the public, (c) information not generally disclosed by the party to whom it relates and/or from whom it originates, and (d) information whose confidential nature is or should be reasonably known;
4. **Content:** the documentation and other information Customer submits to the Platform or otherwise to Supplier in the performance of the subscription or these Terms;
5. **Customer** or **you:** the natural person or legal entity mentioned in the relevant Order;
6. **Documentation**: written information (whether contained in user or technical manuals, training materials, specifications or otherwise, and whether in paper, electronic or other written form) regarding the Platform that is made available by Supplier online or in any other manner;
7. **DPA:** the data processing agreement as agreed between Supplier and Customer in relation to this MSA;
8. **End User**: the (natural) person having access to or using the Platform at any time;
9. **Initial Term:** the initial term (period) as defined in the relevant Order;
10. **Module:** a module or other identifiable relevant part of the Platform;
11. **Order:** any order form, quote, purchase order, statement of work or similar document agreed with or confirmed by Supplier to Customer pursuant to which Customer orders or ordered (a part of) the Platform or Services;
12. **Output:** information, data, materials or other output (however in which format) generated or received by Customer through the use of the Platform;
13. **Platform**: the online platform developed by Supplier as it is made available by Supplier from time to time, including any AI Features, Modules or optional additions thereto subscribed to or accessed by Customer from time to time, including any related Updates and Documentation;
14. **Policies:** technical, functional or other requirements, directives, guidelines or instructions Supplier may set by publication from time to time on its website;

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15. **Professional Services:** consultancy or other services (to be) provided by Supplier to Customer pursuant to an Order, not being Support;
16. **Renewal Term:** any renewal terms (periods) as defined in the relevant Order;
17. **Services:** Support, Professional Services and any other services contracted to or provided by Supplier to Customer or its End Users (with the exception of Third-party Services);
18. **Start Date:** the start date for (a sub-set of) the subscription or Services as specified in an Order;
19. **Supplier** or **we**: if you are incorporated in The Netherlands: IT's Perfect Nederland B.V., if you are incorporated in Germany: IT's Perfect Deutschland GmbH, if you are incorporated elsewhere: IT's International B.V. (unless the relevant Order designates another entity as Supplier in the specific terms);
20. **Supplier Materials:** any materials or information provided, developed, derived, or made available by Supplier (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any Support or Professional Services to Customer;
21. **Support**: the support services as outlined in the Agreement, or as (additionally) separately agreed to in writing between Customer and Supplier;
22. **Term:** the entire term (period) of the Agreement, consisting of the Initial Term and any Renewal Terms, and as otherwise renewed or prolonged pursuant to this Agreement;
23. **Terms** or **Agreement**: this MSA and its schedules, exhibits, amendments, appendices, addenda, Policies and applicable Orders, as each may be amended or renewed from time to time pursuant to the terms of this MSA;
24. **Third-party Service:** any software, products or services of third parties made available to Customer, whether for purchase or subscription from Supplier or an affiliate, directly from the third party, or otherwise made available;
25. **Tier** or **SLA Tier:** the tier or level of Support and other Services Supplier shall provide to Customer as agreed in the relevant Order, in the absence of which the lowest tier will apply to Customer;
26. **Trial:** any subscription period offered by Supplier in which Customer may try the Platform or Services in part or in full, against a reduced or no fee;
27. **Updates:** any upgrades, updates, bug fixes or modified versions to or of the Platform made available by Supplier.

Article 2. Applicability and amendments

1. The Agreement applies to all Orders, including to the users of the Platform, and governs the Services, unless and to the extent Supplier has explicitly and specifically otherwise agreed in an Order. By using the Platform, Customer declares to be bound by and to accept these Terms.
2. The Agreement or part thereof may be amended by Supplier at any time by publishing the amended version through the Platform or other means, such as Supplier's website or general newsletters. Supplier will allow for a reasonable period before the amendment(s) become effective. If Customer does not agree to the amended version, Customer may terminate (under Dutch law: opzeggen) its subscription to the Platform pursuant to these Terms at any time, observing the agreed notice periods. The original version will continue to apply until such

termination becoming effective. Customer's continued use beyond the amendment effective date constitutes acceptance.

3. Any offers or quotations regarding the Platform or Services are non-binding to and revocable by Supplier.
4. In case of discrepancies among different documents of the Agreement, the first will prevail over the latter: DPA, Order, MSA, SLA, Policies, other documents.
5. This MSA may be drawn up in different languages. In case of discrepancies, the English version will prevail.

Article 3. Subscription (license) scope and Term

1. Customer's subscription (license) to use the Platform is limited as agreed in each Order, including as to the number of named users, End Users or Modules and the Term, and otherwise as limited pursuant to the Agreement. Customer shall not use the Platform or Services in excess of any such limitation.
2. Customer's license to use the Platform is limited to the use of the Platform for its intended purpose as described in the Documentation and the Agreement. Use of the Platform is limited to use for Customer's internal business purposes. Supplier and its Affiliates may monitor and collect data regarding usage of the Platform to confirm compliance with these Terms, including any applicable limitations, or for product or service quality control, development or enhancement. With respect to the AI Features, such monitoring and collection is limited to usage data (such as the number, token use, time and type of requests) and, where necessary to ensure the security of the Platform or to provide Support at Customer's request, to Content or Output; Content and Output are not used for product or service development or enhancement.
3. The Agreement applies as of the Effective Date (or earlier if so confirmed by Supplier in writing) for the Initial Term. The Agreement shall be automatically renewed for each Renewal Term (which if unspecified shall be the same term as the Initial Term), either until the last Order expires or until terminated pursuant to the Agreement.
4. Supplier is not required to issue refunds for periods in which Customer does not use the Platform or Services.
5. Supplier shall not be required to provide any other Services except as to the extent agreed with Supplier in writing and in advance.
6. Supplier may adjust the scope of the Platform or Services. If such adjustments are substantive and result in a change in Customer's current procedures, Supplier shall inform Customer thereof without undue delay and the costs of this adjustment are for Customer. In this case Customer may terminate (under Dutch law: opzeggen) the Agreement per the date the adjustment becomes effective, unless the adjustment is related to amendments in relevant applicable laws or the costs of the adjustment are borne by Supplier.
7. Supplier may continue the Platform using a new or modified version. Supplier is not obliged to maintain or modify specific features for Customer.
8. Supplier may offer a Trial as part of or ahead of a regular subscription. Customer may test or try the Platform or Services during such Trial. The Platform or Services may be limited during such Trial. The Agreement will apply in full during a Trial, except as otherwise confirmed in writing by Supplier.

9. Customer may place an additional Order for additional Modules or Services in Supplier's stipulated manner, through the Platform or otherwise as stipulated by Supplier. Each such additional Order is subject to Supplier's acceptance. Supplier may accept or reject such additional Order at its sole discretion. Pricing and payment schedules for such additional Order may differ from current or earlier pricing and payment schedules.
10. Subsequent Orders do not amend the Term of the first Order, unless expressly agreed in any subsequent Order. Supplier may confirm subsequent Orders in the same manner and with the same (address) details as with the prior Orders or with the then-current (address) details as registered in the Platform. Customer shall inform Supplier within seven working days if and to the extent any subsequent Order is incorrect.
11. Customer may request to reduce the number of named users, Modules or other license metric agreed in an Order through the Platform or otherwise as stipulated by Supplier. Such request shall be effective as of the first date a Service may be terminated or reduced pursuant to this MSA.
12. Supplier may confirm subsequent Orders through the Platform, via email or otherwise.

Article 4. Access to and use of the Platform

1. During the Term, and subject to the terms and conditions of the Agreement (including full payment of the fees and other amounts owed to Supplier), Customer is permitted (licensed) to access and use the Platform and Services. Any other (unlicensed) access or use of the Platform or Services by or on behalf of Customer is not permitted.
2. A user subscription may be used by only one (1) named End User on behalf of Customer, as and to the extent it is validly registered with Supplier. A user subscription may not be shared or transferred.
3. Customer shall not transfer, assign or sublicense, whether by agreement, operation of law, or otherwise, its subscription rights or other rights or obligations under these Terms to any person or entity, and Customer acknowledges that any such attempted transfer, assignment or sublicense shall be void.
4. Customer shall not make (error) corrections to or otherwise modify, change, or adapt the Platform, or create derivative works or enhancements based upon or to the Platform, including permitting third parties to use or have access to the Platform, or use or permit use of the Platform for the performance of services, or processing or generation of data, for third parties.
5. Customer shall not use the Platform, including any related Third Party Service or Third Party Service Provider product or service, in a manner that is contrary to applicable law or in violation of any third party rights, including without limitation ownership, privacy or intellectual property rights.
6. Use of the Platform and the Services is at Customer's own expense and risk. Customer shall obtain or provide the necessary technical facilities to use the Platform.
7. Customer indemnifies Supplier for any claims by Customer or third parties for violation of the provisions of this article.
8. Supplier expressly specifies that the AI Features are not to be changed or used by Customer in such way that the AI Features turn into a high-risk AI system within the meaning of Regulation (EU) 2024/1689 (AI Act). Customer shall:

a. use the AI Features only in accordance with their intended purpose as described in the Documentation and in other information provided by Supplier, including on its website, and not, through its use, modification, configuration or integration of the AI Features, cause the AI Features (or any AI system of which they form part) to qualify as a high-risk AI system under the AI Act, nor use the AI Features to evaluate, or to make or substantially support decisions concerning, natural persons for a purpose referred to in Annex III to the AI Act (such as assessing creditworthiness or evaluating the performance of employees or sales representatives); retrieving or summarising data recorded in the Platform at the request of an End User does not in itself constitute such use; and
b. use the AI Features in accordance with the AI Act and comply with its own obligations under the AI Act in relation to its use of the AI Features, including as a deployer.

Article 5. Customer responsibilities

1. Customer accepts responsibility for electing the Platform and Services to achieve its intended results and acknowledges the Platform has not been developed to meet individual requirements of Customer.
2. Customer itself is and remains responsible for complying with the applicable statutory obligations with respect to keeping records and data retention, in relation to Content, Output and otherwise.
3. Customer shall ensure that key Customer personnel (especially where Customer personnel is designated as being key in an Order or otherwise), such as Customer's project manager or designated contact person for Supplier, remains available to Supplier. If such personnel is temporarily or permanently unavailable, Customer shall ensure that properly trained replacement personnel with similar qualifications will be made available to Supplier timely in order for Supplier to fulfil its obligations. Customer shall be liable for any costs or delays incurred as a result of Customer not meeting its obligations in this regard.
4. Customer shall verify whether the Output is generally and specifically fit for using for the purposes Customer has for that Output. Output generated by the AI Features may be inaccurate or incomplete; Customer remains responsible for reviewing such Output before using or publishing it and for any use of, and decisions based on, such Output. Customer shall not intentionally remove or tamper with any marking or other indication that Output has been generated by the AI Features, except where necessary for legitimate processing consistent with applicable law and the Documentation.
5. Customer is responsible for the Platform access and use of End Users relating to Customer, also where Customer did not (appropriately) authorise or permit such access or use. Customer shall procure and is responsible that its End Users shall abide by the Terms.
6. Customer shall, at its own expense and risk, ensure that it has the technical and other facilities required for the use of the Platform and Services (such as internet access and connections), including the necessary technical infrastructure and connections.
7. If Customer discovers a security breach in the Platform or becomes aware of the (possible) existence of a security breach in the Platform, Customer shall immediately notify Supplier.

8. Customer shall not conduct or authorize penetration tests of the Platform without Supplier's prior written consent.
9. Supplier's obligations under these Terms with respect to the provision of the Platform and the performance of Services shall be without prejudice to Customer's obligation to establish, maintain and implement adequate security measures, procedures and control mechanisms, taking into account the nature and extent of the interests of use of the Platform, in order to prevent or limit damages resulting from any irregularities in the use of the Platform or the Services.
10. Customer is responsible for safekeeping of the means of access to the Platform as provided by or to Supplier. In case of (suspected) unauthorized use of such means of access, Customer shall inform Supplier without unreasonable delay.
11. The risk of loss, theft, misappropriation or damage to data (including usernames, codes and passwords and the like), Content and Output shall pass to Customer at the time they are transferred to the control of Customer.
12. Customer shall (and shall procure that End Users shall, to the extent relevant in each case):
    a. use the Platform exclusively for the benefit of its own company or organization and therefore not allow (unauthorized) third parties to use the Platform;
    b. not breach or attempt to breach the Platform security;
    c. not intrude into the Platform or any computer system (related) or any part thereof;
    d. in no way infringe upon intellectual property rights of Supplier and/or third parties;
    e. ensure the maintenance of its technical infrastructure required to access and use the Platform and the Services;
    f. ensure the protection of its technical infrastructure against viruses, computer crime and unauthorized use by employees or third parties;
    g. not spread any (computer) viruses or other files that may damage the (proper functioning of the) Platform;
    h. not take any action that may cause interference, inconvenience, restricted use or unforeseen use of the Platform;
    i. not send unsolicited large volumes of messages with the same or similar content ("spam") through the Platform;
    j. not perform or omit to perform any act which Customer knows or reasonably should have known could lead to the use of the Platform in violation of laws and regulations, is punishable or is unlawful towards Supplier and/or third parties;
    k. not publish and/or distribute racist, discriminatory, (child) pornographic and/or otherwise unlawful material through the Platform;
    l. not disclose, reproduce or otherwise use information and data provided by Supplier, in the context of making the Platform available, other than for the agreed use, without Supplier's prior express written consent;
    m. not disclose or publish any results or benchmarks relating to the performance of the Platform without Supplier's prior express written consent.
13. Customer's obligations are based on obligations to procure a result.
14. Notwithstanding its other rights and defenses, Supplier may suspend the Platform or Services in part or in full when Customer is in breach of the Agreement, without prejudice to Customer's obligations to pay the relevant fees and costs.

Article 6. Supplier responsibilities

1. Supplier shall use reasonable efforts to make the Platform available with care, as much as possible in accordance with the Agreement.
2. Supplier does not represent or warrant that its security measures are effective under all circumstances, also as the proper operation of Supplier's security measures depends (in part) on many factors beyond Supplier's control or on responsibilities of Customer.
3. Supplier shall, if it identifies (attempted) unauthorized access, make reasonable efforts to ensure minimizing any damage and attempt to prevent recurrence.
4. Supplier shall take reasonable efforts to ensure that the Platform remains virus free.
5. Pursuant to applicable laws and regulations, Supplier may be required to block, suspend or review certain Content or Output. Customer shall comply with Supplier's requirements and requests in this regard.
6. If Supplier commits to implementation, Customer accepts the Platform and Services in the state it is in when delivered (as-is, where-is), except as explicitly and specifically otherwise agreed in writing. The Platform and Services will be deemed to have been accepted by Customer upon delivery or upon installation by Supplier, if so agreed in writing. Acceptance results in Supplier being discharged of its obligations in the context of making the Platform and Services and other deliverables available and delivering it or installing it.
7. Customer or its Affiliates or contractors using a relevant part of the Platform, Services or other deliverable constitutes acceptance thereof on behalf of Customer.
8. Supplier's obligations in relation to the Agreement, the Platform and the Services are based on reasonable efforts obligations.
9. Supplier shall set any delivery periods to the best of its knowledge and observes them as far as possible. To the extent allowed by applicable law, Customer is not entitled to any compensation (damages), refund or discount because of a late delivery. Agreed delivery periods are not fatal.

Article 7. Fees, payment and invoicing

1. Customer shall pay Supplier the subscription fees, implementation fees and other fees pursuant to the applicable Orders and other amounts due to Supplier. A decrease or increase in subscription may result in higher or lower pricing or pricing tiers being applicable.
2. The fees and quotes thereof are exclusive of taxes, levies, duties, charges and withholdings of any nature. Customer shall pay the amounts due to Supplier in full and clear of any deductions relating to such taxes.
3. If Customer requires Supplier to perform additional work which Supplier is able and willing to perform, supplier shall quote such additional work to Customer. Additional work will be subject to the MSA.
4. Any costs for adjustments to the Platform or the Services as a result of Customer and/or changes in industry-specific laws and regulations applicable to Customer shall be borne by Customer.

5. With regard to Supplier's performance and the amounts owed by the Customer for such performance, Supplier's administration shall provide full proof thereof, notwithstanding Customer's right to provide evidence to the contrary.
6. Supplier uses a fair-use policy regarding the use of the Platform and Support. Supplier therefore reserves the right, in case of disproportionate use to be determined at Supplier's sole discretion, to charge Customer the related (additional) costs or take other proportional measures which may be required in Supplier's discretion. Customer shall cooperate with Supplier's instructions in this regard.
    a. Notwithstanding the foregoing, with respect to the AI Features specifically, and subject to any usage agreed in the Order, use of the AI Features is disproportionate if, Customer's AI usage, measured in tokens processed (excluding usage processed by Customer AI Services), exceeds (i) during a period of fourteen (14) consecutive days, twice (2x) the average, calculated on the same basis, of Supplier's other customers that actively use the AI Features under a comparable subscription, or (ii) during a period of twenty-four (24) consecutive hours, five (5) times that average. For the purposes of this calculation Supplier shall use a representative comparison group, a consistent calculation method and take reasonable account of seasonal collection activity. If no representative comparison group is available, the foregoing provisions of this article 7.6 apply instead.
    b. In case of disproportionate use established by the comparison under article 7.6a, Supplier shall notify Customer. Supplier may then, in proportion to the excess: (i) discuss the use with Customer; (ii) limit the use of the AI Features, including by applying usage caps; (iii) temporarily restrict or suspend the AI Features; and/or (iv) charge Customer for use exceeding the threshold referred to in article 7.6a after the notification, at the rate for additional AI capacity agreed in the Order or, in the absence thereof, set out in Supplier's then-current published price list. Agreed fees continue to apply during measures properly taken under articles 7.6a and 7.6b, and Supplier shall not be liable for any damage resulting from such measures.
7. Supplier is entitled to adjust the fees subject to at least one (1) month's notice. If Supplier adjusts fees to index such fees and does not use another indexation method, the DPI Services Pricing Index of CBS (Dutch term: Dienstenprijsindex) 2021=100 will apply. If Customer does not wish to agree with such adjustment, Customer is entitled to terminate its subscription ultimately within 30 days after Supplier's written notification of the adjustment. Customer's continued use beyond that date constitutes acceptance.
8. Customer shall pay Supplier's invoices within the due date specified in such invoice, which in the absence of such specified date shall be 30 days.
9. If Customer does not pay fees when due, or revokes any direct debit mandate without valid reason, or if the payment cannot be processed for reasons not attributable to Supplier, Supplier shall inform Customer accordingly and reserves the right to limit the functionality of the Platform or Services or suspend Customer's access thereto or provision thereof without incurring any liability towards Customer.
10. If Customer fails to fulfil its payment obligations under the Agreement, or fails to do so on time, Customer is in default without further notice of default being required and is due the statutory commercial interest rate.

11. Customer is liable for the costs, expenses and (financial) damages, including lawyer's fees and collection costs incurred by Supplier because of Customer's failure to fulfil its payment obligations.
12. Customer shall reimburse Supplier for the reasonable out-of-pocket expenses incurred as a result of Supplier or subcontractor personnel travelling for Customer. Supplier's then-current standard rates will apply.

Article 8. Support and Professional Services

1. Supplier offers Support pursuant to the agreed SLA Tier and as defined in the applicable service level agreement. If Customer experiences a problem in the Platform or Services, or has a request, Customer may report such problem or request to Supplier.
2. Fixed price amounts remain fixed. Estimated or projected Professional Services, hours and costs set forth in an Order or elsewhere are estimates only and are not fixed or capped at these amounts. Quoted per-day Professional Services rates refer to an 8-hour working day per person. Overtime will be billed as incurred at the then-applicable rates. Partial days will be billed on a prorated basis. Professional Service rates quoted in an Order or elsewhere refer to Supplier's then-current rates and are subject to change. All Professional Services are billed on a time-and-materials basis, except to the extent otherwise agreed in writing.

Article 9. Maintenance

1. Supplier may temporarily discontinue delivery or availability of the Platform and Services for preventive, corrective or adaptive maintenance or other services. Supplier shall ensure that the maintenance will take place within the service windows defined in the applicable SLA, and that the relevant period of time does not exceed a reasonable amount and shall ensure, where possible, that the discontinuity takes place at times when the Platform or Services are usually used least intensively.
2. Customer is responsible for configuring and tuning the Platform. Supplier's back-up policy is defined in the applicable SLA. Customer remains responsible for ensuring the relevant content, output, configurations and other data relating to Customer or its use of the Platform is backed up. Supplier is not required to recover data that has been corrupted or lost.
3. Supplier does not warrant that the Platform is free of problems or defects, or shall function without interruptions. Supplier shall use reasonable efforts to repair any problems or defects in the Platform within a reasonable period of time, provided Customer has provided Supplier with a sufficiently detailed and written description of the relevant problems or defects. Supplier does not warrant that problems or defects in the (parts of the) Platform that have not been developed by Supplier itself are remedied.

Article 10. Third-party Services

1. The Platform and Services may (be able to) connect to or contain Third-party Services to which separate license conditions may apply which impose restrictions on import, export, access and

use. Customer's use of or access to such Third-party Services constitutes acceptance of such conditions.

2. Except as specifically agreed otherwise, where Supplier makes available to Customer any Third-party Service and Customer opts to license or otherwise acquire or use any such Third-party Service, then Customer shall acquire the Third-party Service directly from the third party and Supplier and its affiliates shall have no obligation or liability with respect thereto. This also applies in relation to Customer providing (access to) Content, Output or other data in the context of Customer or Customer's customers to that Third-party Service, even if such data originates or is provided from the Platform or Services.
3. By choosing to give a third party (or third party website), a Third-party Service or the Platform access to data relating to Customer, Customer agrees to the use of its data for the purpose of the described functionality. The Customer agrees that Supplier a) is not obliged to provide access to Third-party Services; b) has no control over Third-party Services; c) does not warrant any features or qualities of Third-party Services; d) does not guarantee that Third-party Services will be uninterrupted or permanently available; and e) may suspend or terminate access to and use of Third-party Services at its discretion without Customer being entitled to any refund, credit or other compensation. Where Third-party Services are provided free of charge, this may be subject to change.
4. Each party is responsible for the acts and omissions of its subcontractors and relevant third parties, such as customers or suppliers. If Supplier provides software, services or goods from a specific third party, then the terms and conditions of that third party shall apply exclusively to that provision (including, for example, any charges made by that third party for the relevant service). The rights of Customer to Supplier and the obligations of Supplier to Customer shall then be identical to and limited to the rights and obligations arising from the agreement between Supplier and the third party.
5. Any data interface, integration or similar connection with or to a third party, including any such connection advertised or listed in any Order or publication by or in relation to Supplier, is a Third-party Service and is enabled or provided pursuant to a separate agreement between that third party and Customer. Customer is solely responsible for any costs or license or subscription fees associated with such Third-party Service or any applications to which the Platform may connect or interface.
6. Where Customer requires or requests Supplier to use software, services or goods of a third party, Customer shall ensure that Supplier obtains the rights necessary to perform those obligations. Customer shall indemnify Supplier against claims by such third parties.

Article 11. Liability

1. Neither Party's liability is limited for damages resulting from any of the following:
    a. death or injuries arising from either Party's gross negligence or wilful misconduct;
    b. claims or matters for which liability cannot be legally limited or excluded;
    c. Customer's unauthorised use of the Platform or Services;
    d. Customer's failure to pay any fees due under the Agreement.
2. Subject to article 11.1 and to article 13.3, the maximum aggregate liability of either Party to the other or to any other person or entity for all events (or series of connected events) arising in

any twelve month period will not exceed the lower amount of (a) 50% of the subscription fees paid in that period or (b) EUR 500,000.00 (five hundred thousand euros), regardless of the grounds for such liability (agreement breach, tort or otherwise). Each twelve month period starts on the first date of the Initial Term or any of its yearly anniversaries.

3. Supplier's liability for indirect damages, consequential damages, loss of profit, missed savings, reduced goodwill, damages due to business stagnation, damages as a result of claims by customers of Customer, damages related to the use of items, materials or software of third parties (including Third-party Services), damages related to the use of items, materials or suppliers prescribed by Customer and damages caused by Supplier services provided for no fee is excluded. The liability of Supplier related to mutilation, destruction or loss of data or documents is also excluded.
4. The exclusions and limitations of liability of Supplier as described in the above do not affect other exclusions and limitations of liability of Supplier pursuant to the Agreement or applicable law.
5. The exclusions and limitations referred to in the above will not apply to the extent the damage is the result of intentional or deliberate recklessness on the part of Supplier 's management.
6. Unless fulfilment by Supplier is permanently impossible, Supplier shall only be liable for attributable breaches in its performance of the Agreement if Customer notifies Supplier in writing of the relevant breach without undue delay, whereby a reasonable remedy period is given of at least 30 calendar days, and Supplier continues to fail attributably in its performance of the relevant obligations even after that period. The notice of default must contain as complete and detailed a description of the breach as possible, in order to grant Supplier the opportunity to respond adequately.
7. If Supplier is in breach of any of its obligations, any rights of Customer to compensation will become void if Customer fails to take measures to:
    a. limit the damage immediately after it has occurred;
    b. prevent other or additional damage from occurring; or
    c. if Customer fails to inform Supplier of the relevant or damage as soon as reasonably possible and to provide Supplier with all relevant information.
8. Customer indemnifies Supplier for all third party claims due to:
    a. (product) liability resulting from a defect in a product or system provided by Customer to a third party that consisted in part of equipment, software or other materials provided by Supplier, unless and to the extent Customer proves that the damage was caused by that equipment, software or other materials and
    b. any use or misuse of the Platform by Customer, End Users and/or third parties engaged by Customer.
9. The provisions of this article as well as all other limitations and exclusions of liability mentioned in this Agreement also apply in favor of all (legal) persons used by Supplier and its suppliers in the execution of the Agreement.

Article 12. Content

1. Customer shall procure (and shall procure that its End Users shall) that Content:
    a. does not violate applicable laws and regulations;

   b. does not violate the Agreement;
   c. does not infringe upon any intellectual property right, copyright or other rights;
   d. is accurate, complete and suitable for the purpose intended by the user of that information.
2. Customer shall not perform or omit to perform actions that Customer knows or reasonably should have known could lead to a use of the Platform that is punishable or unlawful towards Supplier and/or third parties.
3. If the information referred to in article 12.1 does not comply with the provisions of that paragraph, the Customer shall indemnify the Supplier for any damage that is the (direct or indirect) result of the use of the information, including claims by third parties who have suffered any damage that is the (direct or indirect) result of the use of the information.
4. The Platform may contain links to other websites or integrations with Third Party Services. Such sites or integrations are not under the control of Supplier and, as such, Supplier is not responsible for the content of any such site or integration.
5. If, as part of the Platform, Customer makes certain software (whether or not originating from third parties) or other materials or Content available to Supplier (e.g. for the purpose of use, maintenance, editing, installation or integration with the Platform), Customer warrants that no rights of third parties oppose such provision to Supplier. Customer indemnifies Supplier against any claim by a third party based on the allegation that such provision, use, maintenance, editing, installation or integration infringes any right of that third party.
6. In the event of third party legal proceedings relating to Content or other data of or in relation to Customer, Supplier shall cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of such data.

Article 13. Beta Products

1. Supplier may invite Customer to try, at no charge, certain products, features, or functionality that are not generally available to Supplier's customers (**Beta Products**). Customer may accept or decline any such invitation in its sole discretion. Any Beta Products will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a similar description.
2. Beta Products are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Products are not considered part of the Platform and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. Supplier may discontinue Beta Products at any time in its sole discretion and Supplier shall use reasonable efforts to provide Customer with advanced notice of any such discontinuance. Supplier does not promise or represent that Beta Products will be made generally available. Notwithstanding the foregoing, article 17 and the DPA apply to any processing of personal data through Beta Products. Articles 4.8, 5.4 and 14.3 apply to any Beta Product that uses artificial intelligence as if it were an AI Feature.
3. Supplier's entire liability in connection with any use of Beta Products, regardless of the ground(s) giving rise for such liability, will not exceed an amount of EUR 100 (one hundred euros).

4. Customer acknowledges that (a) Beta Products may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Products may not be available or reliable, and (c) Beta Products may not be subject to the same security or scrutiny as the Platform is.

Article 14. Intellectual property

1. Customer agrees that the Platform, Services, Supplier Materials and Documentation, including the specific design and structure of programs, and including screen shots and user interfaces, are considered proprietary information, trade secrets or copyrighted materials and Confidential Information of Supplier or its affiliates or suppliers. The Platform may also include proprietary information or other information or property owned by third parties and licensed to Supplier or its affiliates for use or distribution as contemplated hereby. Title to and ownership of the Platform, Services, Supplier Materials and Documentation and all rights therein shall, as between Supplier or its affiliates or suppliers and Customer, be the exclusive property of Supplier or its affiliates or suppliers. Customer acknowledges and agrees that all Updates and all deliverables in connection with Services, whether or not paid for or reimbursed by Customer, and whether or not developed in conjunction with or using Customer's employees, agents, property or facilities, shall be the exclusive property of Supplier or its affiliates.
2. Even if these Terms do not expressly provide for it, Supplier is always permitted to install technical measures (including access and use control) to protect the Platform, equipment, data files, websites, and the like in connection with an agreed limitation in the content or duration of the right to use these objects. Customer shall not remove or (cause to be removed or) circumvent such technical measures.
3. Supplier agrees that the Content and Output shall, as between Customer and Supplier, be the exclusive property and Confidential Information of Customer. Supplier or its affiliates own and retain the right to collect, use in any lawful manner and disclose aggregated, anonymized data. Supplier and its Affiliates shall not use, and shall procure that the providers of the AI models engaged by Supplier for the AI Features shall not use, Content or Output to train or improve AI models[, other than to the extent necessary for the detection and prevention of abuse]. Customer hereby grants Supplier a non-exclusive right to use the Content and Output for the purposes of the Agreement.

Article 15. Third party claims

1. Supplier shall defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Platform infringes or misappropriates a copyright or trade secret right. Supplier will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement Supplier enters into) with respect to these claims.
2. Supplier's obligations under article 15.1 will not apply if the claim results from:
    a. use of the Platform in conjunction with any product or service not provided by Supplier;
    b. use of the Platform provided for no fee;

   c. Customer's failure to timely notify Supplier in writing of any such claim if Supplier is prejudiced by Customer's failure to provide or delay in providing such notice;
   d. any use of the Platform or Services not permitted under the Agreement; or
   e. the content of Output generated by the AI Features, other than a claim that the Platform itself infringes the rights concerned.
3. If a third party makes a claim or in Supplier's reasonable opinion is likely to make such a claim, Supplier may at its sole option and expense:
   a. procure for Customer the right to continue using the Platform under the terms of the Agreement; or
   b. replace or modify the Platform to be non-infringing without a material decrease in functionality.
4. If these options are not reasonably available, Supplier or Customer may terminate Customer's subscription to the affected (part of the) Platform upon written notice to the other.
5. Supplier may cease such defense of any claim(s) if the (applicable part of the) Platform is no longer alleged to infringe or misappropriate the third party's rights.
6. Notwithstanding any other indemnification and other rights for Supplier relating to third party claims pursuant to this Agreement or applicable law, Customer shall defend Supplier against claims brought against Supplier, its Affiliates and subcontractors by any third party related to Content, Output and other data provided by or relating to Customer. Customer shall indemnify Supplier against all damages finally awarded against Supplier, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.
7. All third party claims under this article shall be conducted as follows:
   a. the party against whom a third party claim is brought (the "Named Party") will timely notify the other party (the "Defending Party") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to article 15.7b;
   b. the Defending Party will have the right to fully control the defense;
   c. any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.
8. The provisions of this article state the sole, exclusive, and entire liability of the parties, their Affiliates, and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

Article 16. Confidential information

1. Neither Party may disclose or use any Confidential Information received from the other Party for any purpose other than that for which the Confidential Information has been disclosed and/or as may reasonably be necessary to enable each Party to perform their obligations and exercise their rights. Consequentially, Supplier may provide Confidential Information of Customer to Supplier's directors, employees, agents, subcontractors and advisers on a need-to-know basis and subject to confidentiality obligations.

2. Each Party shall implement reasonable measures to comply with their confidentiality obligations and warrant that their employees and third parties it may engage shall comply with these obligations.
3. The confidentiality obligations in this article do not apply to the extent that the Confidential Information: a) was already in the possession of the receiving Party before it was obtained from the Disclosing party; b) was developed independently by the receiving Party without using information or data of the disclosing Party; c) is or will become publicly known or accessible other than through an act or omission of the receiving Party; d) is disclosed by a third party to the receiving Party without breaching an obligation of confidentiality towards the disclosing Party; or e) must be disclosed pursuant the law, a regulation, court order or a decision of a public authority, on condition that the receiving Party makes every effort to limit the scope of that mandatory disclosure.

Article 17. Processing of personal data

1. To the extent the Platform is (also) used for the processing of personal data by Supplier, the parties acknowledge and agree that Customer is considered as controller and Supplier as processor, all as referred to in the GDPR. The DPA attached to these Terms or as otherwise separately agreed between Customer and Supplier is an indivisible and integral part of these Terms. In case of discrepancy between these Terms and such DPA, the DPA prevails.
2. Customer indemnifies Supplier for claims by persons whose personal data have been or are being processed for which Customer is the controller under applicable law, unless Customer proves that the facts underlying the claim are solely attributable to Supplier.
3. The responsibility of the data processed by Customer using the Platform lies with Customer. Customer represents, warrants and guarantees to Supplier that the content, use and/or processing of personal data is not unlawful and does not infringe any right of a third party. Customer indemnifies Supplier against any claim and/or legal action by a third party, on any grounds whatsoever, in connection with this data or the relevant performance of these Terms.

Article 18. Compliance with applicable laws

1. Supplier shall comply with the Dutch and European Union laws applicable to Supplier and to the Platform or the Services. Customer shall comply and is responsible for compliance with the laws (Dutch and European Union and (other) local laws and regulations) applicable to Customer and to its access, use and receipt of the Platform and the Services.
2. Supplier shall use reasonable efforts to ensure the Platform, the Services and Output (other than the content of Output generated by the AI Features) comply with applicable Dutch laws and regulations. Customer consents in advance to Supplier's related changes in the Platform, Services and to (the structure of) Output. Notwithstanding the foregoing, it is Customer's own responsibility to receive, store, use, distribute or otherwise process Content and Output in compliance with applicable laws, Dutch and otherwise.
3. Supplier may be required to disclose, provide access to or take other generic or specific measures in relation the Platform, Content, Output, Services or other information pursuant to

applicable Dutch or European laws and regulations, or pursuant to directions of qualified or eligible legal bodies or governments. Customer hereby provides its consent in advance to Supplier in relation to the foregoing.

Article 19. Termination and exit

1. Each of the parties has the right to terminate (under Dutch law: opzeggen) the Agreement in whole or in part by giving written notice to the other party. The notice period as defined in each Order must be observed in the event of termination (which in the absence of such definition shall be three (3) months).
2. Either party shall be entitled to terminate (under Dutch law: ontbinden) the subscription and these Terms with immediate effect (in whole or in part) out of court by written notice, without thereby incurring any liability to the other party and without prejudice to any other right of the party invoking the termination, if any of the following circumstances occur:
    a. the other party's bankruptcy is filed;
    b. the other party is declared bankrupt;
    c. the other party is granted suspension of payment (provisional or otherwise);
    d. the other party's business is terminated.
3. Except where this Agreement explicitly grants such rights, Customer waives its other rights to terminate (under Dutch law: ontbinden) the Agreement (in whole or in part) out of court.
4. If the Agreement ends pursuant to article 19.2, Supplier's claims against Customer shall be immediately due and payable.
5. Payment obligations of Customer and all obligations to cooperate and/or provide information by Customer shall in all cases apply as essential obligations under the Agreement. If, at the time of termination, Customer has already received performance in fulfillment of the Agreement, this performance and the related payment obligations will not be subject to undoing. Amounts invoiced by Supplier before the termination in connection with what Supplier has already duly performed or delivered in execution of the Agreement will remain due in full and will become immediately payable at the time of termination. The termination of the Agreement does not release Customer from pre-existing obligations to pay any fees or other amounts due, nor does it entitle Customer to any refund of fees or other amounts paid under it. Supplier is under no circumstances obliged to pay compensation because of termination.
6. Upon termination of the Agreement or upon Customer's request (provided that Customer has made such request no later than 60 calendar days prior to the termination date), the data and personal data relating to Customer and processed with the Platform and personal data held by Supplier shall be returned to Customer or a third party designated by Customer, in a common file format. Supplier shall provide Customer, upon Customer's request, with such other information as Customer reasonably requires in the context of a switch to a provider similar to Supplier, to the extent reasonably available from Supplier and to the extent permitted. The return referred to in this article takes place through the export functionality referred to in article 19.7.
7. Supplier makes an export functionality available within the Platform with which Customer can export the exportable data (within the meaning of Article 2(38) of Regulation (EU) 2023/2854; the Data Act) itself, in a structured, commonly used and machine-readable file format. Supplier

shall keep the export functionality available to Customer until the end of the retrieval period and may, after the end of the transitional period, limit Customer's access to the Platform to the export functionality.

8. Supplier shall fulfil the obligations referred to in this article no later than 30 calendar days after a request by Customer as referred to in article 19.6 or within 30 calendar days after the last day of the Term.
9. Supplier shall destroy all data and backups related to the subscription within three months after data transfer to Customer, unless and to the extent retaining data and/or personal data is required by Supplier under Union or Dutch law. Retained data is subject to the confidentiality provisions of the Agreement.
10. The following will apply to the costs associated with the efforts in connection with carrying out the obligations referred to in this article:
    a. Until 12 January 2027, Supplier may charge Customer reduced switching charges for the switching process referred to in Chapter VI of the Data Act, which shall not exceed the costs incurred by Supplier that are directly linked to the switching process concerned. Supplier shall substantiate those costs at Customer's request. From 12 January 2027, Supplier shall not charge Customer any switching charges for the switching process.
    b. The following do not constitute switching charges and remain payable by Customer: (i) the fees for the Platform and the Services provided during the notice period and the transitional period, at the agreed rates; (ii) amounts already due at the date of Customer's switching request; and (iii) any compensation for early termination agreed in the Order, on which Supplier informs Customer before entering into the Agreement.
    c. Where Customer requests assistance, deliverables or data formats going beyond what Chapter VI of the Data Act requires of Supplier, Supplier shall quote that work to Customer in advance and may charge it at its then-current rates. Supplier shall not make such additional services a condition for the switching process, nor use them to hinder or delay it.
    d. Supplier publishes on its website the information on standard service fees, early termination penalties and reduced switching charges referred to in article 29 of the Data Act.

Article 20. Force majeure

1. The parties are not bound to fulfil any obligation arising from the subscription or these Terms if they are prevented from doing so due to force majeure. Force majeure on the part of Supplier includes, but is not limited to:
    a. force majeure of Supplier's suppliers;
    b. defectiveness of items, equipment, software or (other) items whose use Customer has prescribed to Supplier or for which Customer is responsible;
    c. government measures;
    d. electricity failure;
    e. failure of Internet, data network or telecommunications facilities;
    f. (cyber)crime;

g. (cyber)vandalism;
h. war or terrorism;
i. natural disasters or pandemics.

2. During a force majeure situation, the non-performing party shall continue to make all reasonable efforts to resume performance.
3. Force majeure on the part of Supplier shall not affect Customer's indebtedness for any fees.

Article 21. Export control

1. Customer shall comply with all applicable export controls, economic sanctions, and import laws and regulations in its use of the Platform and Services.
2. Customer shall not, directly or indirectly:
    a. export or re-export, or knowingly permit the export or re-export of any part of the Platform or Services, without any required government authorization, to any person or entity; or
    b. allow the use of any such part by any person or entity resident in, located in, or organized under the laws of any country sanctioned by the authorities of the European Union, United Kingdom or United States.

Article 22. Applicable law and competent courts

1. The Agreement is governed by Dutch law.
2. All disputes between Supplier and Customer shall be exclusively submitted to the relevant competent court as follows:
    a. if Customer is incorporated or otherwise has its statutory offices in The Netherlands, then any dispute shall be exclusively submitted to the District Court of Midden-Nederland, Utrecht, The Netherlands;
    b. if Customer is incorporated or otherwise has its statutory offices outside of The Netherlands, then all disputes arising out of or in connection with this agreement will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA"). The NCC Rules of Procedure apply.

Article 23. Miscellaneous

1. Any oral promises and agreements have no effect unless confirmed in writing by Supplier.
2. If any provision of the Agreement is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions of

the Agreement. In the event that any provision is invalid or unenforceable, the parties shall attempt to agree as soon as reasonably and fairly possible on a substitute provision which is valid and enforceable and which shall, to the extent possible, have the same scope and content as the provision it replaces.

3. Customer may not transfer the Agreement, part thereof or rights thereunder to any third party without Supplier's prior written consent. This provision also has effect under property law (under Dutch law: heeft goederenrechtelijke werking).
4. Supplier may sublicense, transfer, novate, assign, charge, outsource or subcontract the performance of its rights and/or obligations under the Agreement, subject to the DPA.
5. Notices which the parties shall give to each other under this Agreement shall be in writing.
6. A party's failure to exercise any right or exercise any remedy shall not constitute a waiver of that right or remedy.
7. The general conditions of Customer or any other party are not applicable and are explicitly rejected by Supplier, even if Supplier fails to refute a reference to them.
8. Provisions which by their nature are intended to continue even after the termination or expiration of the Agreement shall survive its termination.