Koalitix Standard Terms – Koalitix Technology B.V.

These Koalitix Standard Terms ("Agreement"), version of 18 November 2026, apply between Koalitix Technology B.V. ("Koalitix") and the business named in an Order Form, SOW, online sign-up or online order that refers to them ("Customer"). Koalitix and Customer shall herein be referred to each as a "Party" and collectively as the "Parties".

Customer accepts this Agreement by signing an Order Form or SOW that refers to it, or by accepting it online. The person who accepts confirms that they are authorised to bind Customer. This Agreement applies to business customers only. The date on which Customer first accepts it is the "Effective Date". An online sign-up or online order that refers to this Agreement is an Order Form under this Agreement and needs no signature. Customer's purchase or procurement conditions do not apply, also where a purchase order refers to them. For a Customer that accepted online, notices under Section 14.5 may be sent to the person who accepted and to Customer's account administrators.

Notwithstanding Section 14.2, Koalitix may issue a new version of this Agreement. Koalitix notifies it by email to Customer's account administrators at least thirty (30) days before it applies, and Customer may terminate any affected Order Form with effect from that date by notice before it. A new version applies to a trial from the date of the notice. Earlier versions remain available at koalake.com/terms.

1. DEFINITIONS

1.1. *Services.* "Services" means consulting, professional and/or custom services to be provided by Koalitix. All Services will be set forth and described in an Order Form and/or SOW.

1.2. *Statement of Work*. "Statement of Work" or "SOW" means a signed document used to describe the pricing and specific terms applicable or related to the purchase of the services as part of an order.

1.3. *Order Form*. "Order Form" means the form by which Customer acquires the services in accordance with this Agreement (the order), which documents details the number of services ordered, the terms and the applicable fees.

1.4. *Products.* "Products" means any and all software-based solutions provided by Koalitix to Customer pursuant to this Agreement and as specified in the applicable Order Form or Statement of Work, including but not limited to:

a. Software-as-a-Service (SaaS) applications hosted and maintained by Koalitix and made available to Customer via the internet;
b. Business Intelligence (BI) templates, dashboards, or reports;
c. Custom software applications or modules;
d. Data analytics tools or platforms;
e. Any other software, tools, or technology-based solutions developed or provided by Koalitix.

1.5. *Confidential Information*. "Confidential Information" has the meaning given to it in section 2.1 (Confidential Information).
1.6. *Customer Data.* "Customer Data" means any electronic information, including but not limited to, any data, information or material, such as user information, account information and financial information which is processed or made available to Koalitix by Customer. Customer Data does not include Usage Data.
1.7. *Affiliate*. "Affiliate" means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
1.8. *Legal Notices.* "Legal Notices" has the meaning given to it in section 14.5 (Notices).
1.9. *Users.* "Users" means employees and individual contractors of Customer and of the entities Customer controls who are authorised by Customer to use a Product.
1.10. *Documentation.* "Documentation" means the user, technical and minimum-requirements documentation for a Product that Koalitix makes available, as updated from time to time.
1.11. *Hosted Product.* "Hosted Product" means a Product operated by Koalitix or its sub-processors and made available to Customer over the internet.
1.12. *Customer-Hosted Product.* "Customer-Hosted Product" means a Product installed and operated in an environment owned or controlled by Customer.
1.13. *Product Maintenance.* "Product Maintenance" means the maintenance of a Product described in Section 19.8, where an Order Form or SOW includes it.
1.14. *Usage Data.* "Usage Data" means data about the use, performance and configuration of a Product that the Product generates, such as which functionality is used, by which User account, when and how often; response times, errors and logs; the structure of queries and AI requests; and the names and types of the objects in Customer's deployment, such as tables, columns and connectors. Usage Data does

not include the content of Customer's records, the results of queries, or the literal values in queries and AI requests.

2. CONFIDENTIALITY

2.1. *General Confidentiality Obligations.* Each Party (the "Receiving Party") agrees to keep confidential all non-public, confidential or proprietary information of the other Party (the "Disclosing Party") obtained during the course of this Agreement ("Confidential Information"). The Receiving Party shall not disclose or use any Confidential Information for any purpose outside the scope of this Agreement without the Disclosing Party's prior written consent.

2.2. *Standard of Care.* The Receiving Party shall protect the Confidential Information using the same degree of care that it uses to protect its own confidential information of similar nature and importance, but in no event less than reasonable care.

2.3. *Exclusions.* Confidential Information does not include information that: (a) is or becomes generally available to the public without breach of this Agreement; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

2.4. *Separate Non-Disclosure Agreement.* If requested by the Customer, Koalitix and the Customer may enter into a separate, more detailed Non-Disclosure Agreement ("Separate NDA") to govern the handling of specific Confidential Information. In the event a Separate NDA is executed, its terms shall supersede this confidentiality clause with respect to the specific Confidential Information covered by the Separate NDA. For all other Confidential Information not covered by the Separate NDA, this confidentiality clause shall remain in full force and effect.

2.5. *Survival.* The obligations of confidentiality under this clause shall survive the termination or expiration of this Agreement for a period of three (3) years.

2.6. *Return of Confidential Information.* Upon the Disclosing Party's request, the Receiving Party shall return or destroy all Confidential Information and any copies thereof, except as otherwise required by law or for archival purposes.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. *Pre-Existing IP.* Each Party shall retain all rights, title, and interest in and to its pre-existing intellectual property, including but not limited to patents, trademarks, copyrights, trade secrets, and proprietary know-how ("Pre-Existing IP").

3.2. *Koalitix IP.* All intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, and proprietary know-how, in the Services, methodologies, software, and tools used by Koalitix to perform the Services shall remain the exclusive property of Koalitix or its licensors ("Koalitix IP"). Nothing in this Agreement shall be construed to transfer any rights, title, or interest in Koalitix IP to Customer.

3.3. *Customer IP.* All intellectual property rights in Customer Data and any other materials provided by Customer shall remain the exclusive property of Customer or its licensors ("Customer IP"). Nothing in this Agreement shall be construed to transfer any rights, title, or interest in Customer IP to Koalitix.

3.4. *Product License.* Koalitix grants Customer a non-exclusive, non-transferable license to use the Products specified in the applicable Order Form or SOW, solely for Customer's internal business purposes. The license term shall be as specified in the applicable Order Form or SOW, which may be time-limited or perpetual. All intellectual property rights in the Products shall remain the exclusive property of Koalitix or its licensors. For the avoidance of doubt, delivery or installation of Product code on Customer's systems does not constitute assignment of intellectual property rights and does not render such code Work Product. For time-limited licenses, upon expiration or termination of the applicable Order Form or SOW, Customer's right to use the Products shall immediately cease, and Customer shall discontinue all use of the Products and, upon request, delete or return any copies in its possession. Koalitix may terminate a Product license, including a perpetual license, by written notice if Customer (a) does not pay the license fees within thirty (30) days after a written reminder, or (b) materially breaches the license scope or Section 19.2 and does not cure the breach within thirty (30) days of written notice. On termination Customer stops using the Product and deletes it from its environment.

3.5. *Work Product.* Unless otherwise agreed in writing in an Order Form or SOW, all deliverables, reports, and other work product created by Koalitix specifically for Customer as part of the Services ("Work Product") shall be owned by Customer upon full payment of the applicable fees. Koalitix hereby assigns to Customer all right, title, and interest in such Work Product. For the avoidance of doubt, Work Product does not include Products.

3.6. *Retained License.* Notwithstanding Section 3.5, Koalitix shall retain a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate into its services any general knowledge, skills, techniques, concepts, methodologies, and generic, non-customer-specific components developed or acquired in the course of performing the Services ("Residual Knowledge"). For the

avoidance of doubt, Residual Knowledge does not include Customer Data, Customer Confidential Information, or any Work Product that incorporates or is derived from Customer IP. Koalitix shall not use Residual Knowledge in a manner that discloses Customer Confidential Information, including through its application in services for another customer.

3.7. *License Grant.* Koalitix grants Customer a non-exclusive, non-transferable, worldwide license to use Koalitix IP solely to the extent necessary to use the Services and Work Product during the term of this Agreement. Upon termination or expiration of this Agreement, Customer shall retain a non-exclusive, non-transferable, perpetual license to use Koalitix IP solely to the extent embedded in Work Product that has been delivered and fully paid for. This post-termination license does not extend to Products.

3.8. *Feedback.* Customer assigns all rights, title, and interest in any feedback provided to Koalitix. If such assignment is ineffective, Customer grants Koalitix a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify, and exploit such feedback without restriction.

3.9. *Third-Party IP.* Koalitix shall obtain any necessary rights or licenses to third-party intellectual property that may be necessary for the provision of the Services.

3.10. *Remedies.* In the event of an infringement claim, Koalitix may, at its sole discretion and expense, (a) procure for Customer the right to continue using the Services or Work Product, (b) modify the Services or Work Product to make them non-infringing, or (c) replace the Services or Work Product with a non-infringing equivalent. If none of these options are reasonably available, Koalitix may terminate the relevant Order Form or SOW and refund any pre-paid fees for unused Services.

3.11. *Limitations.* Koalitix shall have no liability for any infringement claim based on (a) use of the Services or Work Product in combination with products or services not provided by Koalitix, (b) modification of the Services or Work Product by anyone other than Koalitix, or (c) Customer's use of the Services or Work Product in a manner not in accordance with this Agreement.

4. DATA PROTECTION AND PRIVACY

4.1. *Compliance with GDPR.* Both Parties shall comply with all applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR).

4.2. *Data Processing Addendum.* Where Koalitix processes personal data on behalf of the Customer, the Koalitix Data Processing Addendum in force at the Effective Date, which complies with Article 28 of the GDPR, applies and forms part of this Agreement without separate signature. In the event of conflict between the Data

Processing Addendum and this Section 4, the Data Processing Addendum prevails. The Parties may agree amendments to it in writing. Where no Data Processing Addendum has been published by Koalitix at the Effective Date, the Parties shall enter into a separate Data Processing Agreement that complies with Article 28 of the GDPR before any such processing starts.

4.3. *Data Protection Officer.* Each Party shall appoint a Data Protection Officer or designated contact person for data protection matters and provide their contact details to the other Party upon request.

4.4. *Data Breach Notification.* In the event of a personal data breach affecting Customer Data, Koalitix shall notify the Customer without undue delay and no later than seventy-two (72) hours after Koalitix becomes aware of the breach. Koalitix shall provide all necessary information to allow the Customer to comply with its obligations under applicable data protection laws.

4.5. *Data Subject Rights.* Koalitix shall assist the Customer in responding to requests from data subjects exercising their rights under applicable data protection laws, including but not limited to the rights of access, rectification, erasure, and data portability. This is limited to data in systems that are owned by Koalitix and specifically excludes any database or system owned by the customer.

4.6. *Data Protection Impact Assessment.* Where required, Koalitix shall assist the Customer in carrying out data protection impact assessments related to Koalitix owned systems and prior consultations with supervisory authorities.

4.7. *International Data Transfers.* Any transfer of personal data outside the European Economic Area shall be subject to appropriate safeguards as required by Chapter V of the GDPR.

4.8. *Confidentiality.* Koalitix shall ensure that its personnel authorized to process Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.9. *Sub-processors.* The Customer provides general authorization for Koalitix to engage sub-processors for the purposes of this Agreement. Koalitix shall maintain a current list of sub-processors, published on Koalitix's website or provided on request, and shall notify the Customer in writing of any intended addition or replacement of a sub-processor at least thirty (30) days before such engagement. The Customer may object to the change on reasonable grounds within that thirty (30) day period, in which case the Parties shall discuss the objection in good faith. If no resolution is reached, the Customer may terminate the affected Order Form or SOW without penalty. Where sub-processors are engaged, Koalitix shall impose data protection obligations no less protective than those in this Agreement.

4.10. *Audit Rights.* Koalitix shall make available to the Customer all information necessary to demonstrate compliance with this clause and Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

4.11. *Data Retention and Deletion.* Upon termination of this Agreement, Koalitix shall, at the choice of the Customer, delete or return all Customer Data and delete existing copies unless European Union or Member State law requires storage of the personal data.

5. SERVICE LEVEL AGREEMENT

5.1. *Optional SLA.* Koalitix may offer, and Customer may choose to enter into, a separate Service Level Agreement ("SLA") that sets forth specific service levels applicable to the Services provided under this Agreement.

5.2. *Incorporation by Reference.* If Customer and Koalitix agree to an SLA, such SLA shall be incorporated into this Agreement by reference and shall form an integral part of this Agreement for the duration specified in the SLA.

5.3. *No Default SLA.* In the absence of a separately agreed SLA, Koalitix shall provide the Services in a professional manner consistent with general industry standards, but no specific service levels shall apply.

5.4. *Amendments.* If an SLA is in effect, Koalitix reserves the right to amend the SLA from time to time, provided that any such amendment will not materially reduce the service level commitments during the term of this Agreement without Customer's written consent.

5.5. *Conflict.* In the event of any conflict between the terms of this Agreement and an agreed-upon SLA, the terms of this Agreement shall prevail, unless explicitly stated otherwise in the SLA.

5.6. *Availability.* If applicable, the current version of the SLA will be made available to Customer upon request and/or through Koalitix's designated customer portal or website.

5.7. *Sole Remedy.* If an SLA is in effect, the remedies set forth in the SLA shall be Customer's sole and exclusive remedies for any failure by Koalitix to meet the service level commitments outlined in the SLA.

6. FEES AND PAYMENT TERMS

6.1. *Fees*. Customer agrees to pay Koalitix for services provided and expenses incurred on the basis and at the rates specified in each Order Form or SOW, without any

deduction or set-off, within the payment term that is agreed on the Order Form or SOW. Koalitix reserves the right to assign its right to collect and receive the fees to a third party.

6.2. *Disputed Charges*. If Customer disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the Parties, Customer shall pay the amounts due less the disputed amount, and the Parties shall proceed in good faith to promptly resolve such disputed amount. An amount will be considered disputed in good faith if: (i) Customer delivers a written statement to Koalitix on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Customer; (ii) such written statement represents that the amount in dispute has been determined after due investigations of the facts and that such disputed amount has been determined in good faith; and (iii) all other amounts due from Customer that are not in dispute have been paid as and when required under this Agreement.

6.3. *Taxes*. All fees listed on the Order Form or SOW do not include any taxes such as sales, use or value added or similar taxes. Koalitix shall invoice Customer for the fees listed on the Order Form or SOW plus any taxes due over such fees, with the exclusion of corporate income, employment or excise taxes imposed upon Koalitix.

6.4. *Late Payment*. Past-due amounts may be subjected to a late payment charge of the lesser of 2% per month or the highest interest rate allowed by law. In addition, Customer will reimburse Koalitix for all reasonable expenses Koalitix may incur, including reasonable attorney fees, in collecting any amounts past due under this Agreement.

6.5. *Usage-based Fees.* Where an Order Form prices a Product per User or by usage, Koalitix measures usage through the Product. Unless the Order Form states otherwise, such fees are invoiced monthly in arrears, subject to any minimum stated in the Order Form. Where the Order Form provides for third-party infrastructure costs to be passed through, Koalitix invoices them at cost.

7. PRICE ADJUSTMENTS

7.1. Koalitix reserves the right to adjust prices for their Products and Services once a year, with effect from 1 January. Any price adjustments will be communicated to Customer in writing at least sixty (60) days before the adjustment takes effect. Any such price adjustment shall be reasonable and shall take into account the factors listed in this section. Prices that an Order Form or SOW fixes for a stated period are not adjusted during that period.

7.2. Price Adjustment Factors: Price adjustments may be based on factors including, but not limited to:

a. Changes in the Consumer Price Index (CPI)
b. Market conditions
c. Changes in the scope or volume of Services provided

7.3. Upon receipt of the proposed price adjustment, Customer shall have thirty (30) days to review and discuss the new pricing with Koalitix.

7.4. If the parties cannot agree on the proposed price adjustment, Customer may elect to terminate the affected Order Form or SOW by providing written notice to Koalitix before the adjustment takes effect. In such case, the Order Form or SOW will terminate on the date the adjustment takes effect.

7.5. If Customer does not provide written notice of termination as described above, the new pricing shall be deemed accepted and will apply from the date the adjustment takes effect.

8. ORDER RENEWAL AND CANCELLATION

8.1. *Annual Renewal.* Unless otherwise specified in the applicable Order Form or SOW, any Order Forms or SOWs with recurring elements shall automatically renew for successive one-year periods (each, a "Renewal Term") unless either Party provides written notice of non-renewal as set forth herein.

8.2. *Cancellation Process.* Either Party may cancel any Order Form or SOW effective at the end of the then-current term by providing written notice of non-renewal to the other Party at least thirty (30) days prior to the expiration of the then-current term.

8.3. *Written Notice Requirement.* All cancellation notices must be in writing and delivered in accordance with the Notice provisions set forth in Section 14.5 of this Agreement.

8.4. *Effect of Cancellation.* Upon the effective date of cancellation of an Order or SOW, Koalitix shall cease providing the applicable Services, and Customer shall pay all outstanding fees for Services rendered up to the cancellation date.

9. CHANGES TO STATEMENTS OF WORK OR ORDER FORMS

9.1. *Change Request Process.* Either Party may request changes to the scope, deliverables, timeline, or other aspects of an existing Statement of Work (SOW) or Order Form by submitting a written Change Request to the other Party. The Change Request shall detail the proposed modifications and their potential impact on the project.

9.2. *Review and Negotiation.* Upon receipt of a Change Request, the Parties shall review and negotiate the proposed changes in good faith. This may include assessing the impact on timelines, resources, costs, and other relevant factors.

9.3. *Change Order.* If the Parties agree to the proposed changes, they shall document the agreed modifications in a written Change Order. The Change Order shall include, at minimum:

a. A description of the changes to be implemented
b. Any adjustments to the project timeline
c. Any modifications to the deliverables
d. Any changes to the fees or payment schedule
e. Any other relevant terms affected by the change

9.4. *Approval and Execution.* Authorized representatives of both Parties must approve the Change Order for it to become effective. Once executed, the Change Order shall be incorporated into and become part of the original SOW or Order Form.

9.5. *Continuation of Work.* Unless otherwise agreed in writing, Koalitix shall continue to perform Services in accordance with the original SOW or Order Form during the Change Request review and negotiation process.

9.6. *Rejection of Changes.* If the Parties cannot agree on the proposed changes, the original SOW or Order Form shall remain in effect without modification.

9.7. *Documentation.* All Change Requests, negotiations, and executed Change Orders shall be documented and maintained as part of the project record.

9.8. *Effective Date.* Changes specified in a Change Order shall take effect on the date stated in the Change Order, or if no date is specified, upon execution of the Change Order by both Parties.

9.9. *Impact on MSA.* Changes to an SOW or Order Form shall not modify the terms of this Master Services Agreement unless explicitly stated and agreed upon in writing by both Parties.

10. WARRANTIES

10.1. *General*. Each Party represents and warrants that: (i) it has the legal power to enter into and perform under this Agreement; and (ii) it will comply with all laws and regulations in the performance of this Agreement.

10.2. *Services Warranties*. Koalitix warrants that the Services provided hereunder shall be provided in a competent manner and will be performed with reasonable skill, care and diligence. Customer acknowledges that the nature of implementation projects means that insights, requirements, and priorities may evolve during the course of execution, and that the Services are delivered on a best-efforts basis within the agreed scope. Accordingly, any specifications, deliverables, or expected outcomes described in an SOW or Order Form represent the Parties' shared understanding at the time of agreement and do not constitute guaranteed results. If the Services are not performed with reasonable skill, care and diligence, and Koalitix is notified

within sixty (60) days of delivery of the Services of any such non-performance, Koalitix shall re-perform, at its own expense, the Services to the extent necessary to correct the defective performance. The remedies set out in this section 10.2 are Customer's exclusive remedies for any breach of warranties on the Services.

10.3. *No Other Warranty*. Koalitix does not represent that the Services will be Error-Free, or that it will meet Customer's requirements, or that it will be able to correct all reported defects or errors as a result of Services. Koalitix makes no warranty regarding services provided by third parties. The warranties stated in Section 10 (WARRANTIES) are the sole and exclusive warranties offered by Koalitix, there are no other warranties or conditions express or implied, statutory or otherwise.

10.4. *Product Warranty.* Koalitix warrants that each Product will materially conform to its applicable documentation or specifications during the term of a time-limited license or, for a perpetual license, during the period of Product Maintenance stated in the Order Form. If a Product fails to materially conform, and Customer notifies Koalitix within sixty (60) days of discovering such non-conformance, Koalitix shall, at its own expense, correct the non-conformance or provide a reasonable workaround. The remedies set out in this Section 10.4 are Customer's exclusive remedies for any breach of this Product warranty.

11. LIMITATION OF LIABILITY

11.1. *Direct Damage Only.* Subject to Section 11.4 (Exceptions), each Party is liable to the other Party only for direct damage. Direct damage means exclusively: (a) damage to tangible property; (b) reasonable and demonstrable costs the other Party incurred to make the liable Party perform this Agreement properly, unless the failure could not be remedied; (c) reasonable costs of establishing the cause and extent of the direct damage; (d) reasonable and demonstrable costs of preventing or limiting direct damage; and (e) reasonable and demonstrable costs of restoring Customer Data from the most recent copy available to Customer, where Koalitix caused its loss. Neither Party is liable for any other damage, including indirect or consequential damage, loss of profits, lost savings, loss of goodwill, business interruption, claims of third parties other than under Section 13, and loss or corruption of data other than under (e).

11.2. *Limitation of Liability.* SUBJECT TO SECTION 11.4 (EXCEPTIONS), EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT ORDER FORM SHALL BE LIMITED AS FOLLOWS:

a) For projects with a total value up to €100,000: The liability shall not exceed the amount of the fees paid or payable by Customer to Koalitix under the applicable

Order Form during the twelve (12) months prior to the event giving rise to such loss, cost, claim or damages, or one thousand euros (EUR 1,000), whichever is greater.

b) For projects with a total value between €100,001 and €500,000: The liability shall not exceed the greater of €100,000 or 50% of the total fees paid or payable by Customer to Koalitix under the applicable Order Form during the twelve (12) months prior to the event giving rise to such loss, cost, claim or damages.

c) For projects with a total value exceeding €500,000: The liability shall not exceed the greater of €250,000 or 25% of the total fees paid or payable by Customer to Koalitix under the applicable Order Form during the twelve (12) months prior to the event giving rise to such loss, cost, claim or damages.

d) For Order Forms involving a one-time or perpetual license fee, the liability cap shall be calculated based on the total fees paid by Customer under the applicable Order Form, regardless of when such fees were or are paid. Where a Product is acquired under more than one Order Form, for example a proof of concept followed by a license, those Order Forms are treated as one Order Form for this purpose.

11.3. *High-Risk Projects*. For projects identified in writing by both parties as involving high-risk activities or potential for significant damages, the parties may negotiate a separate liability cap in the applicable Order Form or SOW, which shall supersede the limits set forth in Section 11.2.

11.4. *Exceptions*. The limitations set forth in Sections 11.1 and 11.2 shall not apply to: a) Damages resulting from gross negligence, wilful misconduct, or fraud; b) Bodily injury or death caused by a party's negligence; or c) Any other liability that cannot be limited by applicable law.

11.5. *Allocation of Risk.* The parties acknowledge that this Section 11 reflects a reasonable allocation of risk between the parties and forms an essential basis of the bargain between them.

12. TERM AND TERMINATION

12.1. This Agreement will commence on the Effective Date and will continue in effect until otherwise terminated in accordance with section 12.2 below.

12.2. Notwithstanding the foregoing, either Party may terminate this Agreement

a. in the event of a material breach of this Agreement or any such Order Form or SOW by the other Party that is not cured within thirty (30) days of written notice from the other Party;

b. if the other Party ceases doing business or is the subject of a bankruptcy or insolvency proceeding, that is not dismissed within sixty (60) days of filing; or

c. immediately upon written notice, if the other Party breaches any of the representations or warranties set forth in Section 14.7 (Sanctions Compliance).

12.3. Termination or expiration of an Order Form or SOW shall not be deemed a termination of this Agreement.

12.4. Either Party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party for any reason, if at such time there are no outstanding Order Forms or SOWs then currently in effect. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form and SOW, including but not limited to sections 2 (Confidentiality), 3 (Intellectual Property Rights), 4 (Data Protection and Privacy), 10 (Warranties; Disclaimer), 11 (Limitation of Liability), 13 (Indemnification), 14.4 (Dispute Resolution), 14.5 (Notices), 17 (Enforceability, Waivers, and Severability), 19.2 (Users and Acceptable Use), for as long as Customer holds a Product license, 19.3 (License Scope and Change of Control), 19.5(g) (Exit).

12.5. Upon any termination or expiration of this Agreement or any applicable Order Form or SOW, Koalitix shall no longer provide the Services as applicable to Customer. Customer shall pay Koalitix for all fees that had accrued prior to the termination or expiration date. Except as expressly provided herein, termination of this Agreement by either Party will be a non-exclusive remedy for breach and will be without prejudice to any other right or remedy of such Party.

12.6. Upon termination or expiration of this Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party in its possession.

12.7. *Transition Assistance.* Upon termination or expiration of this Agreement or any applicable Order Form or SOW, Koalitix shall, at Customer's written request, provide reasonable transition and switching assistance to support continuity of Customer's data processing operations and data portability in accordance with applicable law, including Regulation (EU) 2023/2854 (Data Act). Such assistance shall be provided on a time-and-materials basis at Koalitix's then-current rates and is outside the scope of any fixed-fee deliverables under an Order Form or SOW, unless expressly included therein or provided otherwise in Section 19.5(g).

13. INDEMNIFICATION

13.1. *Indemnification by Customer.* Customer will indemnify, defend and hold Koalitix and its Affiliates harmless from and against any Claims and shall pay all Losses which arise out of any allegation by a third party against Koalitix or any of its Affiliates that arises out of or results from:

a) A claim alleging that the Customer Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or is provided in violation of applicable data protection law, or otherwise has caused harm to a third party;
b) Customer's violation of any applicable law or regulations; or
c) A data breach resulting from Customer's negligence or wilful misconduct in protecting its own systems or Customer Data.

13.2. *Indemnification by Koalitix.* Koalitix will indemnify, defend and hold Customer and its Affiliates harmless from and against any Claims and shall pay all Losses which arise out of any allegation by a third party against Customer or any of its Affiliates that arises out of or results from a claim alleging that the Services or Products, as provided by Koalitix, infringe upon any patent, copyright, trademark, or trade secret rights of any third party. Koalitix's liability under this Section 13 is subject to Section 11.

13.3. *Indemnification Procedures.* The indemnified party shall: (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby; (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement; and (iii) cooperate reasonably with the indemnifying party in defending or settling the claim, suit or proceeding.

13.4. *Mitigation of Infringement Claims*. In the event of an infringement claim related to the Services or Products, or if Koalitix reasonably believes the Services or Products may infringe, Koalitix may, at its own expense and option: (i) procure for Customer the right to continue using the Services or Products; (ii) modify the Services or Products to make them non-infringing without materially decreasing functionality; or (iii) replace the Services or Products with a non-infringing equivalent. If none of the foregoing options are reasonably available, Koalitix may terminate the affected Services or Products and refund any pre-paid fees for the terminated Services or Products.

13.5. *Exclusions.* Koalitix will have no obligation under this section for any infringement claim resulting from: (i) modification of the Services or Products by anyone other than Koalitix; (ii) combination of the Services or Products with other products, processes or materials not provided by Koalitix, where the alleged infringement relates to such combination, unless provided by Koalitix as part of Koalitix's services; or (iii) Customer's continued use of allegedly infringing Services or Products after being notified thereof or after being provided with modifications that would have avoided the alleged infringement.

13.6. *Sole Remedy.* This Section 13 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

14. GENERAL PROVISIONS

14.1. *Anti-Corruption*. Each Party agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any of the other Party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

14.2. *Entire Agreement and Order of Precedence*. This Agreement, including all Order Forms and SOWs, contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understanding, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Parties. In the event of any conflict between the terms of this Agreement and any Customer purchase order or similar order documentation, the terms of this Agreement shall prevail. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this Agreement, (2) the applicable Order Form or SOW, and (3) the applicable service level agreement. Notwithstanding the foregoing, a provision of an Order Form or SOW that expressly identifies the Section of this Agreement it modifies prevails over that Section, for that Order Form or SOW only.

14.3. *Assignment*. Either Party may assign this Agreement, and all Order Forms and SOWs, as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Except as expressly stated in this Agreement, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. Koalitix may use independent contractors or subcontractors to assist in the delivery of services, provided, however, that Koalitix shall remain liable for the actions or

omissions of such independent contractors or subcontractors and for the payment of their compensation.

14.4. *Dispute resolution.*

a) Good Faith Negotiations: The Parties shall attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof ("Dispute") through prompt negotiations between executives who have authority to settle the Dispute.

b) Mandatory Mediation: If the Dispute is not resolved within thirty (30) days of the initiation of such negotiations, the Parties agree to submit the Dispute to mediation. The language of the mediation shall be English.

c) Selection of Mediator: The Parties shall cooperate in good faith to select a mutually acceptable mediator within fifteen (15) days after the request for mediation. If the Parties are unable to agree on a mediator within this timeframe, the NMI (Dutch Mediation Institute) shall appoint a mediator in accordance with its Mediation Rules.

d) Conduct of Mediation: The Parties agree to participate in the mediation in good faith and to share the costs of the mediation equally, unless otherwise agreed.

e) Confidentiality: All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

f) Litigation: If the Dispute has not been resolved through mediation within sixty (60) days of the initiation of the mediation procedure (unless such period is extended by mutual agreement of the Parties), either Party may initiate litigation in accordance with Section 18 (APPLICABLE LAW AND JURISDICTION) of this Agreement.

g) Interim Relief: Nothing in this Section 14.4 shall prevent either Party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction, or other interim equitable relief, concerning a dispute either prior to or during any mediation, if necessary to protect the interests of such Party or to preserve the status quo pending the mediation proceeding.

h) Payment Claims: This Section 14.4 does not apply to a claim for payment of an

invoiced amount that Customer has not disputed in accordance with Section 6.2. Such a claim may be brought directly before the court under Section 18.

14.5. *Notices*. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email, provided that no automated delivery failure notification has been received by the sending Party. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant 'ship to' contact person designated by Customer on the applicable Order Form. Any notice to Koalitix must (also) be sent to legal@koalitix.com.

14.6. *Non-Solicitation of Employees*. During the term of this Agreement and for the twelve (12) months thereafter, neither Customer nor Koalitix, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other Party who has been actively involved in the subject matter of this Agreement. The foregoing restriction shall not apply to any general recruiting efforts of either Party which are not aimed specifically at the employees of the other Party.

14.7. *Sanctions Compliance.* Each Party represents and warrants that (a) it is not a person or entity subject to sanctions administered by the European Union, the United Nations, the United States Office of Foreign Assets Control (OFAC), or the United Kingdom; and (b) it will comply with all applicable international trade and economic sanctions laws in the performance of this Agreement.

14.8. *Insurance.* Koalitix shall, at its own expense, maintain during the term of this Agreement liability insurance appropriate for the scope, nature and value of the Services. Upon written request, Koalitix shall provide Customer with a certificate of insurance evidencing such coverage.

15. FORCE MAJEURE

15.1. *Force Majeure.* Koalitix or the Customer shall not be bound to fulfil any obligation as agreed upon if prevented from doing so by force majeure. Parties understand force majeure to be including, but not limited to, strikes, company sit-ins, blockades, embargoes, government measures, war, revolution or any similar state, power failures, faults in electronic communication lines, cable breaks, pandemics, fires, explosions, water damage, lightning damage, natural disasters, flooding or earthquake, as well as severe cybersecurity incidents or data breaches that are beyond the reasonable control of the affected party. Notwithstanding the foregoing, a cybersecurity incident or data breach shall not constitute a force majeure event to the extent that it results from a party's failure to comply with its

own applicable information security obligations, policies, or industry-standard security practices.

15.2. *Cybersecurity Incidents and Data Breaches.* For the purposes of this section, "severe cybersecurity incidents" shall mean any malicious act or attack that significantly disrupts computer systems, networks, or services, including but not limited to distributed denial-of-service (DDoS) attacks, ransomware attacks, or other cyber attacks that materially impair a party's ability to perform its obligations under this Agreement. "Data breaches" shall refer to unauthorized access, acquisition, use, or disclosure of personal data or confidential information that compromises the security, confidentiality, or integrity of such information. A data breach or cybersecurity incident constitutes force majeure only to the extent it results from an attack beyond the affected Party's reasonable control and not from that Party's failure to comply with its own information security obligations under this Agreement or applicable law.

15.3. *Notification.* The party affected by a force majeure event, including severe cybersecurity incidents or data breaches, shall promptly notify the other party in writing of the occurrence of such event and the estimated duration of non-performance resulting from the event. However, nothing in this Section 15 shall limit or delay either Party's obligations to notify a personal data breach under applicable data protection law, including the 72-hour notification requirement under the GDPR.

15.4. *Mitigation.* The party claiming force majeure shall use reasonable efforts to mitigate the effects of the force majeure event and to resume performance of its obligations as soon as practicable.

15.5. *Damages.* In case of force majeure, neither Koalitix nor the Customer is liable for any resulting damages.

15.6. *Express Termination.* If the force majeure takes place for a period that exceeds 60 days, this Agreement, or any relevant Order Form or SOW, in sole discretion of the affected party, can be terminated in writing. In that case, parties have no right to recover damages.

16. PUBLICITY

16.1. The Customer grants Koalitix a non-exclusive, royalty-free, and revocable right to use the Customer’s name and logo solely for the purpose of identifying the Customer as a client of Koalitix on Koalitix’s website and in its marketing materials. Such use shall be in accordance with any branding guidelines provided by the Customer.

16.2. Koalitix shall obtain the Customer's prior written consent before publicly disclosing any additional information about the nature of the work performed for the Customer, including but not limited to case studies, testimonials, or detailed project descriptions.

17. ENFORCEABILITY, WAIVERS, AND SEVERABILITY

17.1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any such invalid or unenforceable provision shall be replaced by a provision that is considered to be valid and enforceable and whose interpretation shall be as close as possible to the intent of the invalid provision.

17.2. *Waiver.* Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights.

18. APPLICABLE LAW AND JURISDICTION

18.1. *Governing law.* The Order Form, SOW and this Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

18.2. *Dispute resolution.* Any dispute resulting from or arising in connection with (fulfilment of) the Order Form, SOW and this Agreement that cannot be settled in an amicable fashion shall be submitted to the court of Rotterdam.

19. PRODUCTS

19.1. *Applicability.* This Section 19 applies where an Order Form, SOW or online sign-up includes a Product. In the event of conflict between this Section 19 and any other provision of this Agreement regarding a Product, this Section 19 prevails.

19.2. *Users and Acceptable Use.* Customer may make a Product available only to its Users and is responsible for their use of the Product, for keeping credentials confidential, and for all activity under its accounts. Customer shall not, and shall not permit anyone to: (a) sell, resell, rent, sublicense or otherwise make a Product available to any party other than Users; (b) copy, modify or create derivative works of a Product, or reverse engineer, decompile or disassemble it or otherwise attempt to derive its source code, except to the extent applicable law expressly permits; (c) remove or alter proprietary notices; (d) use a Product to build a competing product or service; (e) rebrand a Product or make substantial modifications to it without Koalitix's prior written consent; (f) upload or transmit unlawful or infringing material or malicious

code, or interfere with the integrity or performance of a Product; (g) use a Product in breach of applicable law; or (h) use a Hosted Product beyond the fair use limits that Koalitix publishes for it at koalake.com/fair-use or that the Order Form states. Koalitix gives at least thirty (30) days' notice before it adds a fair use limit or lowers one.

19.3. *License Scope and Change of Control.* Unless the Order Form states otherwise, a Product license covers Customer and the entities Customer controls, including entities that join Customer's group after the Order Form date. An entity that ceases to be controlled by Customer loses its rights under the license from that date. If Customer itself is acquired by or merges with another party, the license continues for Customer and the entities it controls; it does not extend to the acquiring party or its other group companies unless Koalitix agrees in writing.

19.4. *Usage Data.* Koalitix collects Usage Data and uses it to provide, operate, secure, support, improve and develop its Products and services, including new features and products, and to produce statistics that are aggregated across customers and identify neither Customer nor any User, which Koalitix may use and publish. Usage Data that reveals Customer's Confidential Information remains subject to Section 2, and Koalitix discloses Usage Data outside Koalitix and its sub-processors only in such aggregated form. Where Usage Data relates to an identifiable User, Koalitix processes it as an independent controller under its privacy notice, which it makes available to Users in the Product, does not use it to assess the performance or behaviour of individual Users or share it with Customer for that purpose, and makes it anonymous or deletes it after twenty-five (25) months. Koalitix may use Usage Data to improve the AI functionality of its Products, such as instructions, skills and evaluations, but does not use Customer Data, or Usage Data other than the aggregated statistics described above, to train AI models that are made available to others. For a Customer-Hosted Product, Customer may have the collection of Usage Data switched off. Koalitix does not use Customer Data for product development, except: (a) Customer Data that Customer shares in a support request or defect report, to investigate and resolve that issue, including through a new release of the Product; and (b) feedback or corrections a Product captures from Customer's use (for example corrections learned by an AI assistant while working with Customer Data), only with Customer's explicit approval.

19.5. *Hosted Products.* The following applies to Hosted Products.

a. *Availability.* Koalitix shall use commercially reasonable efforts to make Hosted Products available 24 hours a day, 7 days a week, except for (i) planned maintenance, of which Koalitix gives advance notice, and (ii) unavailability caused by circumstances beyond Koalitix's reasonable

control. Specific service levels apply only where a service level agreement for the Product is attached to the Order Form.

b. *Updates.* Koalitix may update Hosted Products from time to time. Koalitix shall give at least thirty (30) days' notice of an update that materially reduces functionality Customer has paid for. Customer's purchases are not contingent on the delivery of future functionality.

c. *Suspension.* Koalitix may suspend Customer's access to a Hosted Product (i) after written notice, if undisputed fees are more than thirty (30) days overdue, or (ii) immediately, to the extent necessary to address a security threat or a breach of Section 19.2. Koalitix restores access when the cause is resolved. Fees continue to accrue during a suspension caused by Customer. Koalitix may also limit the capacity available to Customer in a Hosted Product, such as concurrent queries, scheduled jobs or stored data, to the extent necessary to keep its use within the limits referred to in Section 19.2(h) or to protect the Hosted Product or other customers, and informs Customer when it does so.

d. *Data Location.* Customer Data in a Hosted Product is stored and processed in the European Economic Area, unless the Order Form states otherwise. Processing by an AI model provider under Customer's own account (Section 19.9) is outside this commitment.

e. *Backups.* Where the Documentation describes backups of Customer Data in a Hosted Product, Koalitix keeps them as described. Customer remains responsible for exporting any data it needs to keep independently of the Product.

f. *Security.* Koalitix maintains an information security management system certified against ISO/IEC 27001 for the development and maintenance of its software and its consulting services, and operates Hosted Products under the policies of that system. Koalitix shall notify Customer of a security incident affecting Customer Data without undue delay and no later than seventy-two (72) hours after Koalitix becomes aware of it.

g. *Exit.* On expiry or termination of an Order Form for a Hosted Product, Koalitix shall, on Customer's request, make Customer Data available for export in a common machine-readable format for thirty (30) days, after which Koalitix deletes it unless law requires retention. On Customer's request Koalitix provides reasonable assistance to switch to another provider or to Customer's own environment, completing within thirty (30) days of the request unless the Parties agree a longer period. This assistance consists of making the Customer Data available for export,

describing its format and structure, and answering Customer's reasonable questions about the export; Koalitix charges no switching fee for it. Other work, such as setting up another provider's service or Customer's own environment or migrating to it, is Services under an SOW at Koalitix's then-current rates.

19.6. *Trial and Evaluation.* Where Koalitix provides a Product for trial or evaluation, it is provided as-is, without service levels, warranties or Product Maintenance. A trial lasts fourteen (14) days from the day Koalitix makes the Product available, unless Koalitix sets or extends another period, and Koalitix may end it earlier at any time. Customer may use its own data in a trial, except special categories of personal data and personal data relating to criminal convictions and offences (Articles 9 and 10 of the GDPR); Section 4 and the Data Processing Addendum apply to it. On Customer's request made before the trial ends, Koalitix makes Customer Data available for export. Koalitix may delete Customer Data as soon as the trial ends and deletes it within thirty (30) days after it ends, unless the Parties enter into an Order Form for the Product. Subject to Section 11.4 (Exceptions), Koalitix's total liability arising out of a trial or evaluation shall not exceed one thousand euros (EUR 1,000). In accordance with Article 31 of Regulation (EU) 2023/2854 (Data Act), Koalitix informs Customer that the switching obligations of Chapter VI of that Regulation, and Section 19.5(g), do not apply to a trial or evaluation. A period provided free of charge under an Order Form, such as a free first month of a subscription, is not a trial or evaluation: this Agreement applies to it in full.

19.7. *Customer-Hosted Products.* For a Customer-Hosted Product, Customer owns the environment in which the Product runs and remains responsible for it, including its information security, and shall keep it within the minimum requirements stated in the Documentation and give Koalitix the access needed for Product Maintenance and support. Koalitix is responsible for the Product functioning within an environment that meets those requirements during the period of Product Maintenance stated in the Order Form. Maintenance tasks Koalitix performs in Customer's environment under an Order Form are performed on Customer's behalf and do not transfer responsibility for the environment to Koalitix.

19.8. *Product Maintenance.* Where an Order Form or SOW includes Product Maintenance for a period, Koalitix shall during that period investigate and resolve defects in the Product, provide security patches, and make new releases of the Product available. Product Maintenance does not include new functionality beyond what the Order Form or SOW specifies, Customer-specific configuration, adapting the Product to changes in Customer's environment, or issues caused by Customer's environment, third-party systems or Customer's modifications. Customer reports issues through

the support channel named in the Order Form. Response and resolution targets apply only where a service level agreement for the Product is attached to the Order Form.

19.9. *AI Functionality.*

a. *Model Accounts and Roles.* Unless the Order Form states otherwise, Customer provides and pays for the account with the AI model provider used with the Product and chooses the model; Customer is the deployer of that model and Koalitix provides the platform. Where Koalitix provides the model account, the Order Form and the Data Processing Addendum govern that processing.

b. *Output and Use.* Koalitix does not warrant the correctness of output generated by AI functionality. Such output is advisory and Customer shall review it before relying on it. Customer shall not use a Product for practices prohibited by Regulation (EU) 2024/1689, and shall not use it as, or as part of, a high-risk AI system within the meaning of that Regulation without Koalitix's prior written agreement. Customer is responsible for informing its Users and other natural persons where that Regulation requires that they are informed that they interact with, or receive content generated by, an AI system.