

Terms and Conditions Summary

For your convenience, we provide a summary of the Terms and Conditions. This summary does not replace our Terms and Conditions below and should only be seen as an information document to help our customers get a quick overview of our terms and conditions. For the full provisions of our terms and conditions, we recommend that you read our Terms and Conditions carefully. Unless otherwise defined, capitalised terms shall have the meaning as defined in the Terms and Conditions.

1. Scope

- The Terms and Conditions apply to all services provided by Metagem, including software access, support, and any related Professional Services. When you accept the Licensing Schedule, you also accept our Terms and Conditions which will always be attached to any Licensing Schedule.

2. License

- Metagem grants the Customer a limited, non-transferable license to use Metagem's Platform for Internal Business Purposes during the subscription period, provided all terms are followed and payments are made.
- Metagem may update the Software Service and will notify the Customer in advance of significant changes.
- The Customer may not share, sell, reverse-engineer, or misuse the Software Service.
- If Third Party Services are used with Metagem, they are separate providers, and Metagem is not responsible for how those services handle Customer data.

3. Customer Data and Output

- Metagem may use Customer Data to operate the service. Metagem may also use anonymized and aggregated data to improve its AI models and services, ensuring no specific Customer or End User can be identified.
- Metagem does not claim ownership of Customer Data or extracted Customer Context Assets (Nodes and their corresponding text definitions). However, the Customer does not own the underlying graph topology, structural connections, or automated attributes. Upon termination, the Customer may export their raw Node and definition assets in a flat format (CSV or XLSX), while Metagem retains the abstract topology and anonymized insights.
- The Customer is granted rights to use and build upon the Output for Internal Business Purposes, but may not use it to compete with Metagem, resell it independently, or remove attribution.
- The Customer owns any derivative works created from the Output, subject to Metagem's Intellectual Property Rights.

4. Intellectual Property

- Metagem owns all Intellectual Property Rights to its Software Service, including enhancements and updates.
- Customers own any data they input into the Software Service.
- Any intellectual property created by Metagem during the delivery of Professional Services remains Metagem's exclusive property unless agreed otherwise.

5. Warranties

- Metagem will implement reasonable and proportionate technical and organizational security measures that contribute to the careful storage and adequate security of the Software Service.
- The Software Service is provided "as-is," without guarantees of uninterrupted or error-free operation.

6. Liability

- The Customer is responsible for how AI-generated Output is used. Because the AI Agents rely on the Customer's data and configuration, the Output may be incomplete, incorrect, or biased.
- Metagem does not guarantee the accuracy of the Output and is not liable for damages caused by relying on it, unless due to Metagem's gross negligence or willful misconduct.
- Metagem's total liability is limited to the amount the Customer paid in the last six months, except in cases of fraud or intentional wrongdoing.
- Neither party is liable for indirect, incidental or consequential damages.

7. Indemnities

- Metagem will indemnify the Customer against claims that the Software Service infringes on third-party Intellectual Property Rights.
- The Customer will indemnify the provider against claims arising from Customer Data or Metagem's use thereof, misuse of the Software Service, or use of the Output.

8. Price & Payment Conditions

- The Customer agrees to pay subscription fees as outlined in the Licensing Schedule.
- Payments are due as specified, typically monthly or annually, and may be subject to late fees if delayed.

9. Support, Maintenance, and Professional Services



- Metagem offers technical support as part of the subscription on a best-efforts basis.
- Regular updates and maintenance will be performed to ensure service quality.
- Additional training, custom development or consulting services may be available for an extra fee.

10. Data Protection

- Metagem will comply with applicable Data Protection Legislation and implement appropriate measures to protect Customer Data.

11. Term and Termination

- The Agreement remains in effect for the subscription period specified in the Licensing Schedule and will renew for successive periods if not terminated in accordance with the Terms and Conditions.
- Upon termination, a 30-day window is provided to request a flat-file export of Node definitions before data is permanently deleted.
- Either party may terminate for breach of terms, with prior notice.

12. Confidentiality

- Both parties agree to keep Confidential Information disclosed by the other party secure and not disclose it to third parties without consent.
- Confidential Information may be disclosed if required by law or with the other party's permission.

These terms are designed to ensure a fair and secure relationship between Metagem and its Customers, reflecting industry standards and best practices.

TERMS AND CONDITIONS METAGEM

1. DEFINITIONS

The following definitions (and additional definitions provided below) will apply to these terms and conditions of Metagem (the “**Terms and Conditions**”):

“**Agreement**” means these Terms and Conditions together with any Licensing Schedules and Work Orders between Metagem and the Customer;

“**AI Act**” means Regulation (EU) 2024/1689 laying down harmonised rules on artificial intelligence and all other EU AI legislation in force from time to time;

“**AI Agent**” means an AI System accessible through the Platform, which integrates Generative Models to process End User inputs and generate Output in support of professional tasks. AI Agents may be (i) pre-built by Metagem, or (ii) configured and customized by Customers within the Platform to align with their specific use cases and operational requirements;

“**AI System**” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments, as defined in the AI Act;

“**Confidential Information**” means any and all information disclosed by the Disclosing Party to the Receiving Party that is (i) marked “confidential” or “proprietary”, including orally conveyed information designated confidential at the time of disclosure provided that it is reduced to a written summary marked “confidential” that is supplied to the Receiving Party within thirty (30) calendar days of the oral disclosure, or (ii) regardless of whether so marked or identified, all information that would reasonably be considered confidential, including, without limitation, pricing, terms, attachments, appendices and all information related to the software associated with this Agreement. Confidential Information of Metagem will be deemed to include the Software Service. Confidential Information of the Customer will be deemed to include the Customer Data;

“**Customer Data**” means data, information or material provided or submitted by Customer, its End Users to Metagem whether through the Software Service or otherwise, including connected Customer data sources and data inputs;

“**Customer**” means every legal entity that concludes an Agreement with Metagem with regard to the Services;

“**Data Processing Agreement**” means the data processing agreement attached hereto as [Annex 1](#);

“**Data Protection Legislation**” means the General Data Protection Regulation (EU) 2016/679 and all other EU data protection legislation in force from time to time, and all applicable laws and regulations relating to processing of Personal Data, including where applicable the guidance and codes issued by a competent supervisory authority;

“**Disclosing Party**” means the Party that discloses Confidential Information under this Agreement;

“**Documentation**” means any documentation provided by Metagem concerning the use of the Software Service;

“**Effective Date**” means the first date that is mentioned on the Licensing Schedule, i.e. the indication of the start of the Initial Term;

“**End User**” means such persons as may be invited by the Customer to use the Software Service;

“**Fee(s)**” means the fee paid by the Customer as a consideration for the Software Service and/or Professional Services as set forth in the relevant Licensing Schedule and/or Work Order;

“**Feedback**” has the meaning set forth in article 5.3 of these Terms and Conditions;

“**Generative Models**” means artificial intelligence models that (i) are published by Third Parties, offered by Metagem for the development or deployment of AI Agents, or (ii) are proprietary to the Customer, and freely chosen by the Customer according to his needs;

“**Initial Term**” has the meaning set forth in article 12.1 of these Terms and Conditions;

“**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, design rights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;

“**Internal Business Purposes**” means Customer's use of the Software Service for Customer's own business operations, excluding any use (i) that directly or indirectly benefits competitors of Metagem or (ii) is prohibited under applicable laws. In particular, Customer will not use or deploy AI Agents in violation of the AI Act;

“**Licensing Schedule**” means a form of quotation submitted by Metagem to the Customer in which the terms and conditions of this Agreement are or are deemed to be incorporated;

“**Output**” means any data, content, information, responses, analyses, insights, reports, recommendations, or other material generated by an AI Agent as a result of processing input data from the Customer or Third Party sources;

“**Party**” or “**Parties**” means Metagem and/or the Customer;

“**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“**Platform**” means the software platform published by Metagem to enable the Customer to upload and connect Customer Data to develop, customize and/or deploy AI Agents, or any other equivalent platform marketed by Metagem and made available to the Customer;

“**Professional Services**” means the professional services such as custom development, implementation services and trainings provided by Metagem pursuant to article 10;

“**Receiving Party**” means the Party that receives Confidential Information under this Agreement;

“**Renewal Term**” has the meaning set forth in article 12.1 of these Terms and Conditions;

“**Scheduled Downtime**” means (i) planned maintenance downtime (scheduled as necessary, at Metagem's own discretion, of which Metagem will use commercially reasonable efforts to give timely electronic notice and which Metagem will schedule to the extent practicable between 19:00 and 21:00 CET), (ii) any unavailability caused by circumstances beyond Metagem's commercially reasonable control, including, for example, act of a government, natural disasters, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than those involving our employees), electronic communication network operator or internet service

provider failure or delay (other than those managed by Metagem as part of the Agreement), or denial of service attack, and (iii) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Software Service;

"Services" means the Software Service, Professional Services and/or any other services provided by Metagem to the Customer pursuant to a Licensing Schedule and/or Work Order;

"SDK" means a software development kit component (i.e., software code designed to be embedded within a Third Party application) for connecting with the Platform, together with any associated sample application or interface code as well as any Application Program Interface ("**API**"), in all such cases to the extent provided or made available by Metagem;

"Software Service" means Metagem's SaaS-services related to the Platform including the SDK and AI Agents as further described in the Licensing Schedule and applicable Documentation. The Software Service does not include Third Party Services or any Professional Services;

"Subcontractors" will mean any subcontractors of the Customer;

"Term" means each of the Initial Term and the Renewal Term, as applicable;

"Terms of Use" means the terms of use applicable to End Users;

"Third Party Services" means any web-based, mobile, offline or other services, products, software, data, information or materials that are provided by a third party or are otherwise not proprietary to Customer or Metagem and interoperate or are otherwise provided in connection with the Software Service, including but not limited to Generative Models published by Third Parties;

"Third Party" means any legal or natural person that is not a Party or an End User;

"Unscheduled Downtime" means the total time during which the Software Service is not available to be accessed and used by the Customer or its End Users due to any outage that is unplanned or any emergency that requires taking down the Software Service, i.e. all downtime that is not Scheduled Downtime;

"Updates" means all updates, modifications and releases of new versions of the Software Service containing improvements, corrections, minor modifications, bug fixes, patches, or the like that have been publicly announced by Metagem on the Software Service or on its website.

"Upgrades" means all modifications, new features, enhancements, releases of new versions of the Software Service and similar developments of it which have not been announced already as Updates.

"Virus" means a virus, backdoor, cancelbot, worm, logic bomb, Trojan horse or other malicious component of software or data; and

"Metagem" is a private limited liability company established, organized and existing under the laws of Belgium, with registered office at Spilmolenplein 192, 9000, Belgium, registered in the Crossroads Bank for Enterprises under company number 1028.018.074;

"Work Order" means a duly executed work order setting out, at a minimum, the scope, assumptions and fees of the Professional Services to be delivered by Metagem to Customer pursuant to the Agreement.

2. SCOPE

The terms and conditions set forth in these Terms and Conditions apply to (i) all contracts and Licensing Schedules relating to the use of the Software Services and (ii) any contracts and Work Orders relating to Professional Services between Metagem and the Customer, except when special

written agreements between Metagem and the Customer stipulate otherwise. These Terms and Conditions are deemed to be read, understood and accepted by the Customer when the Customer accepts the Licensing Schedule/Work Order and/or when Customer or its End Users start using the Software Service. The individuals ordering the Services for Customer represents that they have the authority to bind Customer. These Terms and Conditions are deemed accepted even when they are conflicting with the Customer's general or special purchasing terms and conditions. The fact that Metagem did not explicitly reject the terms and conditions of the Customer referred to in any contract or Licensing Schedule cannot be interpreted by the Customer as an acceptance by Metagem of such terms and conditions. Metagem reserves the right to make, in its sole discretion, any material or non-material changes to these Terms and Conditions from time to time. Metagem will notify the Customer of any material changes (i.e. changes that materially affect the obligations of a Party) via e-mail or via notification in the Software Service. These changes will enter into force fifteen (15) calendar days after written notice from Metagem to the Customer. In the event the Customer does not accept these material changes, the changes will only be effective from the first Renewal Term (subject to article 12.1). Where the Customer has not notified Metagem of such termination within the aforementioned fifteen (15) calendar days period, Customer irrevocably and unconditionally accepts such changes.

3. SOFTWARE SERVICE LICENSE

3.1. License

3.1.1. Subject to these Terms and Conditions and timely payment of the Fees by the Customer, Metagem grants the Customer and its End Users, for the Term, a renewable, worldwide, restricted, personal, non-exclusive, non-transferable, non-assignable, license, without the right to sub-license, to (i) access and use the Software Service and/or (ii) integrate and embed the Platform into the Customer's own internal or external applications or platforms, for the Customer's Internal Business Purposes. The aforementioned license is granted as of the Effective Date. Customer acknowledges and agrees that Metagem can and will only grant a license and will only deliver access to those End Users that have explicitly accepted the Terms of Use when applicable.

3.1.2. Metagem reserves the right to make, in its sole discretion, any material or non-material changes and/or Updates to the functionality of the Software Service from time to time. Metagem will notify the Customer of material changes (i.e. changes that materially affect the core functionalities of the Software Service) via e-mail or via notification in the Software Service. These changes will enter into force fifteen (15) calendar days after written notice from Metagem to the Customer. In the event Metagem materially reduces the core functionalities of the Software Service the Customer has the right to terminate the Agreement in accordance with article 12.2. In the event the Customer has not notified Metagem of such termination within the aforementioned fifteen (15) calendar days period, Customer irrevocably and unconditionally accepts such changes and will no longer be entitled to terminate this Agreement.

3.2. Restrictions

The Customer is not allowed to use the Software Service or a component thereof in a manner not authorized by Metagem. Within the limits of the applicable law and unless agreed otherwise, the Customer is not permitted to (i) make the Software Service available or sell or rent the Software Service to any Third Parties, unless explicitly agreed with Metagem; (ii)



adapt, alter, translate or modify in any manner the Software Service; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Software Service to any Third Party; (iv) decompile, reverse engineer, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Software Service, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (v) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Software Service; (vi) intentionally distribute any Virus, or other items of a destructive or deceptive nature or use the Software Service for any unlawful, invasive, infringing, defamatory or fraudulent purpose; (vii) remove or in any manner circumvent any technical or other protective measures in the Software Service or (viii) use the Software Service in any manner that could damage, disable, overburden, or impair Metagem's systems or networks.

3.3. Customer responsibility

Customer will (i) ensure that its affiliates and its End Users comply with the Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software Service, and notify Metagem immediately of any such unauthorized access and/or use of which Customer becomes aware, and (iii) use the Software Service only in accordance with the Agreement and all applicable laws and government regulations, including the AI Act.

3.4. Third Party Services

The Services may contain features designed to interoperate with Third Party Services. To use such features, Customer may be required to obtain access to such Third Party Services from their providers and may be required to grant Metagem access to Customer's account for such Third Party Services. If Customer installs or enables Third Party Services for use with the Software Service, Customer grants Metagem permission to allow the provider of that Third Party Service to access and use Customer Data as required for interoperation of that Third Party Service and the Software Service. Metagem cannot guarantee the continued availability of such Third Party Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Services features in a manner acceptable to Metagem. Customer acknowledges that (i) Third Party Service providers are not Metagem's agent, subcontractor or sub-processor, (ii) Metagem makes no representations or warranties regarding Third Party Services, (iii) a Third Party Service's terms and conditions, including their data protection terms, and not this Agreement, will apply to Customer and govern Customer's use of that Third Party Service, (iv) Metagem is not responsible for the content and operation of any Third Party Services, or for the acts or omissions of any Third Party Service provider, (v) Metagem has no liability whatsoever to Customer arising out of or related to Third Party Services, and (vi) Metagem has no control over Customer Data provided to any Third Party Service, and Metagem is not liable for any disclosure, modification, deletion of or failure to delete Customer Data resulting from access by a Third Party Service.

4. CUSTOMER DATA AND OUTPUT

4.1. The Customer grants Metagem, for the Term, a non-exclusive, royalty-free, transferable, assignable, sublicensable license to use, copy, store, transmit and display the Customer Data to the extent necessary to perform its obligations under this Agreement, in particular to provide and maintain the Services, and for no other purposes. Metagem may copy,

execute and backup such Customer Data, as necessary, to perform its duties under this Agreement. Notwithstanding anything to the contrary, Metagem shall have the right to collect, aggregate, and anonymize Customer Data ('Aggregated Data'). Metagem creates and owns all Intellectual Property Rights in such Aggregated Data and may use it for any lawful business purpose, including benchmarking, analytics, and training or fine-tuning the AI Agents and underlying models, provided that such Aggregated Data does not identify the Customer, its End Users, or its Confidential Information.

4.2. Unless expressly agreed otherwise in writing by the Customer, Metagem will not have any right, title or interest in relation to such Customer Data other than as set forth in these Terms and Conditions.

4.3. Subject to the terms and conditions of this Agreement, Metagem grants to Customer a worldwide, irrevocable, fully paid up, non-exclusive, transferable license to use, reproduce, modify, create derivative works of, distribute, display, and otherwise exploit all Output generated by the Software Service for any Customer's Internal Business Purposes. This license expressly prohibits (i) using Output to compete with Metagem; (ii) reselling or redistributing Output as a standalone product; and (iii) removing any attribution or proprietary notices from Output for the whole duration of the underlying Intellectual Property Rights or the maximum duration allowed under applicable law.

4.4. Customer shall own all derivative works created from Output, subject to Metagem's underlying intellectual property rights in the Software Service and generation methodologies.

5. INTELLECTUAL PROPERTY

5.1. **Software Service.** Customer acknowledges and agrees that these Terms and Conditions are not a sale of the Software Service or any rights therein, and that Metagem and its licensors will at all times retain all Intellectual Property Rights in and to the Software Service and any related Metagem content. All rights in and to the Services and Metagem content not expressly granted to the Customer in these Terms and Conditions are reserved by Metagem. No license is granted to the Customer except to use the Software Service as expressly stated herein. Metagem's name, Metagem's logo, and the product names associated with the Software Service are trademarks of Metagem or Third Parties, and they may not be used without Metagem's prior written consent.

5.2. Customer acknowledges and agrees in particular that the source code of the Software Service is and remains Confidential Information and forms a proprietary trade secret of Metagem.

5.3. **Customer Data and Context Assets.** Customer (or its licensors if applicable) will be the sole and exclusive owner of all rights relating to the Customer Data, including (i) any modification of such Customer Data and (ii) any text-based definitions, descriptions, names of business terms, or data quality rules extracted directly from the Customer Data by the Software Service (collectively, the "Customer Context Assets" or "Nodes"). Customer's ownership and right to use explicitly excludes the underlying structural relationships connecting such Nodes (including all arcs, links, relationship frameworks, and overall graph topology), any proprietary metadata or attributes generated automatically by the Software Service, and all high-level meta-insights derived from the context graph as a whole, all of which are and remain the exclusive property of Metagem.

5.4. **Feedback.** Metagem is free (but in no way obligated) to use and incorporate any ideas, suggestions or



recommendations provided by the Customer or its End Users ("Feedback") in the Software Service, without payment of royalties or other consideration to the Customer, provided however, the foregoing will not be construed as granting Metagem any right or license to the Customer's patents, copyrights or trademark rights or other intellectual property right in the Feedback.

5.5. **Professional Services.** Unless expressly specified otherwise in the Work Order, all Intellectual Property Rights and all other information of any nature whatsoever (in any medium and in any stage of development or completion) in and to the Professional Services that are conceived, designed, practiced, prepared, produced or developed by Metagem in the course of providing the Professional Services are and will at all times remain the sole and exclusive property of Metagem.

6. WARRANTIES

6.1. The Customer and Metagem represent and warrant to each other that they have the authority to enter into these binding Terms and Conditions.

6.2. Customer represents and warrants that: (i) it either owns the Customer Data or is otherwise permitted to grant the license set forth in article 4; (ii) Customer owns or otherwise has and will have the necessary rights and consents so that the use of Customer Data on or through the Software Service does not and will not violate the privacy rights, publicity rights, Intellectual Property Rights, or any other rights of any person or Third Party; and (iii) the upload or connection of Customer Data on the Software Service does not and will not result in a breach of contract between Customer and any Third Party. Customer further warrants that the Customer Data provided will be accurate and truthful and will not (i) misappropriate any trade secret; (ii) be misleading, defamatory, obscene, discriminatory or unlawful; or (iii) contain Viruses, whether or not intended to damage the Software Service. Any use of the Software Service in violation of these representations and warranties by Customer will constitute an unauthorized and improper use of the Software Service.

6.3. Metagem will implement reasonable and proportionate technical and organizational security measures that contribute to the careful storage and adequate security of the Software Service, along with the Customer Data, including including safeguards designed to prevent unauthorized access by Third Parties. These measures may include adherence to recognized industry standards, such as ISO/IEC 27001 certification or equivalent information security frameworks, where applicable. The Customer assumes the risk of damage to, or loss of data and information stored by Metagem if such damage or loss is a result of errors, intentional misconduct, and/or gross negligence on the part of the Customer or its End Users.

6.4. The Software Service will be provided by Metagem under these Terms and Conditions on an "as-is" basis.

6.5. Except as expressly provided in these Terms and Conditions and to the extent permitted under applicable law, Metagem expressly disclaims all warranties, express or implied, including but not limited to any warranties of merchantability, non-infringement, satisfactory quality and fitness for a particular purpose of the Services, other than that Metagem warrants that the Software Service will, to its best knowledge, not contain any Viruses or infringe any Intellectual Property Rights of Third Parties. In particular, Metagem does not warrant that the Software Service is error-free or that the use and/or operation of the Software Service will be secure or uninterrupted, that Metagem will detect any or every defect in Customer's systems or that any or all problems with respect to

the Software Service can be solved and hereby disclaims any and all liability on account thereof.

7. LIABILITY

7.1. The AI Agents made available via the Software Service are connected to the Customer's own data sources and operate based on Generative Models. While Customers may set operational guardrails, provide usage instructions, track performance, and fine-tune the AI Agents to align with their specific use cases, the AI Agents remain subject to inherent limitations of AI Systems, including potential biases, inaccuracies, and hallucinations (i.e., the generation of false or misleading information presented as fact). The accuracy, completeness, and reliability of the Output depend significantly on the quality and structure of the Customer's Data, the parameters set by the Customer, and the limitations of the underlying AI System. Consequently, the Software Service may produce incomplete, incorrect, or offensive Output that does not reflect the views or opinions of Metagem. All Output is provided for informational purposes only. Customers are solely responsible for evaluating and verifying the Output before relying on it. To the extent permitted under applicable law, Metagem will not be held liable for any damages or additional costs resulting from reliance upon the Output, except where such damages are due to Metagem's gross negligence or wilful misconduct.

7.2. The Customer retains full responsibility for any use of the Output and assumes all related risks and liabilities, including but not limited to any claims, damages, or disputes arising from Output. This includes, without limitation, claims of infringement of Third-Party rights (such as Intellectual Property Rights), defamation, misleading or false information, regulatory breaches, or commercial losses resulting from reliance on Output. Under no circumstances will Metagem be held liable for any such claims or damages, regardless of their nature, except where such claims are directly attributable to Metagem's gross negligence or wilful misconduct.

7.3. To the maximum extent permitted under applicable law, the maximum liability of each Party to the other Party arising out of these Terms and Conditions will not in any event exceed the Fees paid or payable by the Customer to Metagem during the preceding six (6) month period. The aforesaid restrictions do not apply to a Party's liability resulting from (i) fraud or deceit, and/or (ii) intentional misconduct.

7.4. For the avoidance of doubt, it is specified that except for Customer's breach of article 3.2 of these Terms and Conditions or Metagem's liability for an infringement claim, neither Party will in any event be liable for any indirect, consequential or other similar damages (including but not limited to damages for loss of profit, revenue, business, contracts or clients, loss of or corruption of data, loss of goodwill, damages to equipment and reputational damages, opportunity loss, loss of anticipated savings, and costs of procuring replacement goods or services), even if such Party has been advised or notified of the possibility of such costs or damages.

8. INDEMNITIES

8.1. By Metagem

8.1.1. Metagem will defend, indemnify and hold harmless the Customer from each and every founded and well-substantiated demand, claim, loss, liability, or damage of any kind whatsoever, including reasonable attorney's fees, whether in tort or in contract, incurred by reason of, or arising out of, against any claim brought by Third Parties to the extent such claim is based on an infringement of the Intellectual Property

Rights of such Third Party by the Software Service and excluding any claims resulting from (i) any unauthorized use of the Software Service by the Customer or any End User or any use not in accordance with these Terms and Conditions, the Documentation and/or the Terms of Use, (ii) the Customer's or any Third Party's modification of any of the Software Service, (iii) the Customer's failure to use the most recent version of the Software Service made available to it, or (iv) the Customer's use of the Software Service in combination with any Third Party products or services.

8.1.2. In the event the Software Service or any part thereof, in Metagem's reasonable opinion, is likely to or become the subject of a Third Party infringement claim, Metagem will have the right, at its sole option and expense, to: (i) modify the ((allegedly) infringing part of the Software Service so that it becomes non-infringing while preserving equivalent functionality; (ii) obtain for the Customer a license to continue using the Software Service in accordance with these Terms and Conditions; or (iii) terminate these Terms and Conditions and pay to the Customer an amount equal to a pro rata portion of the Fees for the remaining part of the Term.

8.1.3. The foregoing states the entire liability and obligation of Metagem and the sole remedy of the Customer with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Software Service or any part thereof.

8.2. By Customer

Customer will indemnify, defend and hold Metagem, its affiliates and their officers, directors, employees, agents, successors and assigns harmless from (i) any Third Party claim, action, suit or proceeding arising out of or resulting from Customer Data or Metagem's use thereof, (ii) misuse of the Software Service, or (iii) the Customer's use of the Output.

8.3. Conditions

Each Party's indemnity obligations are subject to the following: (i) the indemnified Party will promptly notify the indemnifying Party in writing of the applicable claim, provided that any failure or delay in such notice shall not relieve the indemnifying Party of its obligations except to the extent that the defence of such claim is materially prejudiced; (ii) the indemnifying Party will have sole control of the defence and all related settlement negotiations with respect to the claim (provided that the indemnifying Party may not settle or defend any claim unless it unconditionally releases the indemnified Party of all liability); and (iii) the indemnified Party will reasonably cooperate to the extent necessary for the defence of such claim, at the indemnifying Party's expense.

9. PRICE AND PAYMENT CONDITIONS

9.1. Price

9.1.1. Unless stipulated otherwise, the price is a net price exclusive of any applicable taxes (including local taxes), charges (including local charges), import duties, or sums payable on account of any currency control restrictions. Customer will pay or refund Metagem for any applicable taxes, duties, or other charges imposed by any government authority for Customer's use or receipt of the Software Service. If Customer is required by law to deduct or withhold tax, Customer will increase the amount it pays to Metagem so that Metagem still receives the net amount originally invoiced. Customer will promptly provide all tax receipts, or a valid exemption certification (if applicable), confirming it has paid or withheld tax.

9.1.2. The Fees for the Services are specified in the Licensing Schedule and/or Work Order.

9.1.3. Metagem reserves the right to index the prices annually on 1 January based on the Agoria Digital index published by the sector federation Agoria (or any other agreed equivalent index if the Agoria Digital index is no longer available) by applying the following formula: $P_n = P_o * [(0.2) + 0.8 * (S/S_o)]$ where: "Pn" refers to the revised rate; "Po" refers to the initial rate as determined at the commencement of the Agreement; "So" refers to the Agoria Digital reference index as published by Agoria (the Reference Salary) at the commencement of the Agreement; "S" refers to the Reference Salary in the month prior to the revision. This indexation of prices will be communicated to the Customer in a timely manner. This indexation clause in no way affects Metagem's right to charge different additional prices for additional modules, features or bundles.

9.1.4. Metagem may increase the Fee by an amount not to exceed up to Metagem's prevailing prices to its customers generally for such Services, **at the latest fifteen (15) days prior to the commencement of a potential notice period**, as set forth in article 12.1. Such price adjustment will become effective from the commencement date of the Renewal Term. In the event the Customer does not agree to such price revision, the Customer may terminate the Agreement in accordance with the provisions of this Agreement. No license rights for a Renewal Term will go into effect before payment of the applicable Fee.

9.2. Payment

9.2.1. Unless specified otherwise in the Licensing Schedule and/or Work Order, Metagem will send an invoice on an annual or monthly basis **approximately forty-five (45) days prior to the commencement of each contract period** (or upon signature for the Initial Term) in which it will specify (i) the license Fee for the upcoming contract period and (ii) any applicable fees for Professional Services carried out in accordance with article 10, that are not included in the license Fee. The Fee will be payable **within thirty (30) calendar days of the invoice date**. For the avoidance of doubt, for Renewal Terms, invoices will be issued in advance to ensure payment is due prior to the commencement of the Renewal Term.

9.2.2. Any complaint about invoiced amounts must be lodged with Metagem by registered letter within fourteen (14) days after receipt of the invoice. If Customer disputes only part of the invoice, he will not be entitled to suspend payment of the undisputed amounts.

9.2.3. All invoices for any charges under these Terms and Conditions are due and payable within thirty (30) calendar days of the invoice date, unless explicitly specified otherwise in the Licensing Schedule.

9.2.4. Metagem has the right to send its invoice electronically. Customer will provide (and update if necessary) a correctly functioning e-mail address to which the electronic invoice can be sent. An electronic invoice will be considered correctly received by Customer on the same day it is sent to this e-mail address.

9.2.5. Metagem will have the right to invoice through an affiliated company. In such case, payment by Customer to such affiliated company will constitute a valid payment under the Agreement.

9.2.6. All payment obligations are non-cancellable, and all amounts paid are non-refundable. Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be

solely responsible for payment of all such amounts. All amounts are payable in Euro. All amounts not paid by the Customer on the due date mentioned in the invoice will bear interest in accordance with the Belgian law of 2 August 2002 on combating late payments in commercial transactions, as of the due date, as well as a lump sum indemnity equal to ten percent (10%) of the invoiced amount. Moreover, Metagem reserves its right to suspend further delivery of the Software Service and/or Professional Services.

10. SUPPORT - MAINTENANCE - PROFESSIONAL SERVICES

10.1. Metagem will during the Term provide support and maintenance services relating to the Software Service on a best-efforts basis. Support will be delivered via various channels such as calls, chats, or emails and will be available in Dutch or English.

10.2. Any request for support or complaint should be promptly reported to Metagem following the issue that gave rise to the request or complaint. The Customer must provide all relevant information regarding the issue to facilitate a comprehensive investigation by Metagem and ensure an appropriate response. Any detrimental effects arising from delays in reporting the issue will be borne solely by the Customer.

10.3. Metagem will use all reasonable efforts to minimize the Scheduled and Unscheduled Downtime of the Software Service.

10.4. Metagem agrees, upon the Customer's explicit written request, to provide Professional Services to the Customer, as may be agreed between the Parties in a Work Order. Any such Professional Services will be provided pursuant to a Work Order agreed to and signed by a duly authorized representative of both Parties. Each Work Order will be in a format agreed between the Parties, will incorporate by reference the terms of this Agreement, and will set forth the Professional Services and/or deliverables to be provided by Metagem, the applicable assumptions and Customer dependencies, the Fees and expenses to be paid to Metagem, the applicable acceptance criteria, if any, and such additional terms and conditions as the Parties may mutually agree.

10.5. Metagem will perform the Professional Services in a professional manner and will use reasonable skill and care in performing the Professional Services. Metagem will provide reasonable efforts to deliver the Professional Services in accordance with any delivery dates set out in the applicable Work Order. However, any timeframe for performance specified in a Work Order will be indicative target dates only, unless expressly stipulated in the relevant Work Order to be binding milestones.

10.6. The Customer will co-operate with Metagem and provide such assistance, information and equipment as reasonably requested by Metagem to be able to adequately perform the Professional Services. Where performance of the Professional Services is delayed by the Customer (or a Third Party acting under the Customer's control or on the Customer's behalf), including as a result of Customer dependencies not being met, any costs incurred by Metagem as a result thereof will be paid by the Customer. The Customer acknowledges and agrees that in the event the Customer fails to fulfil any of its obligations under the Agreement or a Work Order or should any assumptions specified in a Work Order prove incorrect, the timeline and fees as specified in the relevant Work Order may be adversely impacted.

11. DATA PROTECTION

11.1. Each Party will and will ensure that its personnel and (sub)contractors will at all times comply with its/their respective obligations under all applicable Data Protection Legislation and the DPA agreed between the Parties in respect of all Personal Data processed under this Agreement.

11.2. In connection with and for the purpose of providing the Software Service under this Agreement, Metagem will process Personal Data in accordance with the provisions of the DPA.

12. TERM AND TERMINATION

12.1. Term

The Agreement will enter into force and be effective as of the Effective Date and will remain in effect for the subscription period described in the Licensing Schedule (the "**Initial Term**"). The Agreement will automatically renew for successive periods equal in length to the expiring subscription term (each a "**Renewal Term**") beginning at the end of the Initial Term (or the then current Renewal Term), unless a Party files a notice of termination at the latest thirty (30) days prior to the end of the Initial Term or the then current Renewal Term, as applicable.

12.2. Termination

12.2.1. Metagem may immediately terminate this Agreement (or alternatively, in its sole discretion, suspend the access to the Software Service) due to material breach on giving written notice in the event the Customer breaches the terms of use of the Software Service as set out in article 3 or infringes Metagem's Intellectual Property Rights. Metagem may also suspend the access to the Software Service if the Customer fails to pay to Metagem any amount due hereunder and fails to cure such failure to pay within thirty (30) calendar days from the date of a written payment default notice from Metagem.

12.2.2. Either Party may terminate this Agreement by written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) calendar days from receipt of a default notice.

12.2.3. Either Party may terminate this Agreement by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

12.2.4. Upon termination of this Agreement for whatever reason (i) the Customer will promptly pay Metagem all Fees and other amounts earned by or due to Metagem pursuant to this Agreement, up to and including the date of termination, (ii) all user rights granted to the Customer and the End Users pursuant to this Agreement, including the rights to use the Software Service as per article 3, will automatically terminate. Termination of this Agreement on whatever ground will be without prejudice to any right or remedy that has accrued prior to the actual termination.

12.2.5. **Limited Data Export Right.** Notwithstanding Article 12.2(ii), upon the expiration or termination of this Agreement for any reason, the Customer shall have a period of thirty (30) days to request and receive an export of their proprietary Customer Context Assets (the list of terms/Nodes and their corresponding text definitions) in a standard, flat machine-readable format (strictly limited to CSV or XLSX). Customer explicitly acknowledges and agrees that it has no right to request, export, replicate, extract, or retain the underlying graph structure, connections, arcs, Metagem-generated attributes, or platform-derived insights, and that Metagem has no obligation

to deliver data in any graph database format (such as GraphML, JSON-LD, or RDF). Following this 30-day window, Metagem will proceed with data deletion as set forth below; provided, however, that Metagem may permanently retain all Context Graph Topology, AI-calculated attributes, and derived meta-insights in an anonymized, aggregated format stripped of Customer Data.

12.2.6. Metagem will retain Customer Data for a period of thirty days (30) after termination unless the Customer timely requests longer or shorter retention (but in no event longer than 60 days). After this period, Metagem will delete all Customer Data from the Software Service. Any live connections with Customer Data or Customer Third Party data sources will be terminated on the termination date.

12.2.7. The provisions of these Terms and Conditions that are expressly or implicitly intended to survive termination will survive any expiration or termination of this Agreement.

13. CONFIDENTIALITY

13.1. The Receiving Party will use the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who are subject to confidentiality obligations with the Receiving Party substantially similar to those herein (collectively, "**Representatives**"). The Receiving Party shall be liable for any breach of this article 13 by its Representatives as if such Representatives were a party hereto.

13.2. Without prejudice to the above, the Parties agree that if a confidentiality agreement is concluded between them, the provisions thereof will prevail if there is a conflict with the provisions of this article.

13.3. The Receiving Party's obligations with regard to the Confidential Information will remain in force for a period of five (5) years after the termination of the Agreement unless a confidentiality agreement between the Parties stipulates otherwise. For the avoidance of doubt, Confidential Information that qualifies as trade secrets under applicable law will be kept confidential in accordance with applicable law.

13.4. Upon termination of the Agreement, for whatever reason, the Receiving Party will return all Confidential Information of the Disclosing Party and all copies thereof to the Disclosing Party or, at the Disclosing Party's option, erase or destroy all Confidential Information.

14. MISCELLANEOUS

14.1. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

14.2. **No Partnership.** No joint venture, partnership, employment, or agency relationship exists between Customer and Metagem as a result of the Agreement or use of the Services.

14.3. **No Waiver.** The failure of a Party to enforce any right or provision in the Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.

14.4. **References.** Metagem is entitled to make public reference to the Customer as a customer of Metagem and to use the Customer's name and logo on its website for this purpose only (for the avoidance of doubt, without, in any event, disclosing any Confidential Information), unless the Customer explicitly objects to such use.

14.5. **Force Majeure.** Except for the payment of the Fee or other charges payable by the Customer, if the performance of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, power failures, cybercrime, unauthorized access to Metagem's information technology systems by Third Parties, or any other causes beyond the control of such Party, that Party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

14.6. **Non-Assignment.** The Agreement may not be assigned by a Party to a Third Party or an End User without the prior written approval of the other Party. A Party may however assign this Agreement to (i) a parent company or subsidiary, (ii) an acquirer of all or substantially all of its assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this article will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

14.7. **Notice.** Customer must deliver all notices or other communications required or permitted under the Agreement in writing to Metagem BV, Spinmolenplein 192, 9000 Gent or by correspondence by e-mail at legal@metagem.ai. Metagem will send any notice to the email address and contact details provided by the Customer when subscribing to the Software Service. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14.8. **Entire Agreement.** The Agreement, together with any applicable Documentation, comprises the entire agreement between Customer and Metagem and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

14.9. **Applicable law and Jurisdiction.** The Agreement will be construed in accordance with its provisions, without any strict interpretation in favour of or against one of the Parties and in accordance with Belgian law, without application of any conflict of laws. All disputes or controversies arising out of or in connection with this Agreement or its subject matter that cannot be resolved by amicable settlement within a term of thirty (30) days from the date that the dispute is referred from one Party to the other, will be subject to the exclusive jurisdiction of the courts of Ghent, Oost-Vlaanderen.

ANNEX 1 – Data Processing Agreement

This Data Processing Agreement (“DPA”) forms an integral part of the Metagem Terms and Conditions. The provisions of the Terms and Conditions therefore apply to this DPA. Capitalized terms will have the same meaning as in the Terms and Conditions, except for the following words and expressions which will have the following meaning in this DPA. In the event of a conflict between the Terms and Conditions and any provision of this DPA, the latter will govern. In case of any doubt or differences with the terms defined in the Data Protection Legislation, the definitions stipulated in the relevant Data Protection Legislation will prevail.

1. DEFINITIONS

“**Contact Person**” means the individual(s) assigned by a Party and communicated to the other Party as point of contact and representing the Party for (a part of) the Services.

“**Data Controller**” means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Data Controller.

“**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, and “**Processing**” will have the same meanings as in the Data Protection Legislation. “**Processed**” and “**Process**” will be construed in accordance with the definition of “**Processing**”.

1. “**Data Protection Legislation**” means the EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), together with the codes of practice, codes of conduct, regulatory guidelines and standard clauses and other related legislation arising from such Directive or Regulation, as updated from time to time;

“**Third Party**” means any person or entity which is not a party to the Terms and Conditions, including any contractors (including Sub-Contractors).

“**Services**” means the services, functions, responsibilities and outputs to be provided and fulfilled by the Data Processor under the Terms and Conditions.

“**Sub-Contractor**” means a Third Party engaged by the Data Processor as sub-contractor to provide the Services or any part of them.

2. SCOPE AND PURPOSE

2.1. The Data Controller requests the Services of the Data Processor, by which the Data Processor will Process Personal Data on behalf of the Data Controller. The Data Controller determines the purposes and means of the Processing and expressly acknowledges and warrants that it has all necessary rights to provide the Personal Data to the Data Processor, and that one or more lawful bases set forth in the Data Protection Legislation supports the lawfulness of the processing. The Data Controller will take all reasonable steps to keep Personal Data up to date to ensure the data are not inaccurate or incomplete regarding the purposes for which they are collected. The Data Processor will without undue delay inform the Data Controller if, in its opinion, an instruction infringes this DPA, Data Protection Legislation or other EU or Member State data protection provisions.

3. DATA PROCESSOR OBLIGATIONS

3.1. Where Personal Data is Processed by Data Processor, its agents, Sub-Contractors or employees under or in connection with the Agreement, Data Processor will, and will procure that its agents, Sub-Contractors and employees will:

3.2. only Process the Personal Data or disclose or permit the disclosure of the Personal Data to any Third Party:

(i) in accordance with the instructions of the Data Controller as stated in this DPA; or

- (ii) where required by EU or Member State law to which Data Processor is subject, in which case Data Processor will inform Data Controller of that legal requirement before Processing that Personal Data, unless that law prohibits such information being provided on important grounds of public interest;
 - 3.3. take reasonable steps to ensure that all employees, agents and Sub-Contractors who may have access to the Personal Data:
 - (i) are informed of the confidential nature of the Personal Data; and
 - (ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality that apply with respect to (the Processing of) such Personal Data;
 - 3.4. except where statutory guidance indicates that a Personal Data Breach is not required to be notified by a Data Processor to a Data Controller, notify Data Controller without undue delay and at the latest within forty-eight (48) hours after having become aware of a Personal Data Breach, and otherwise assist Data Controller taking into account the nature of Processing and the information available to Data Processor, in meeting its obligations regarding the notification, investigation, mitigation and remediation of a Personal Data Breach under the Data Protection Legislation, without prejudice to Data Processors right to charge Data Controller any reasonable costs for such assistance. A party's obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by that Party of any fault or liability with respect to the Personal Data Breach;
 - 3.5. with regard to the protection of Data Subjects' rights pursuant to the applicable Data Protection Legislation, facilitate the exercise of Data Subject rights and ensure that adequate information is provided to Data Subjects about the Processing in a concise, transparent, intelligible and easily accessible form, using clear and plain language;
 - 3.6. co-operate as reasonably requested by Data Controller, to the extent necessary to enable Data Controller to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data Processed by Data Processor under the Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, including by any regulator, subject to reasonable advance notice and without prejudice to Data Processor's right to charge Customer any reasonable costs for such assistance;
 - 3.7. inform the Data Controller of requests, should a Data Subject directly contact Data Processor wanting to exercise his individual rights, within five (5) business days and provide the Data Controller with full details thereof, together with a copy of the Personal Data held by it in relation to the Data Subject where relevant. Data Processor will promptly direct such Data Subject to the Customer.
 - 3.8. only authorise Sub-Contractors to Process the Personal Data ("**Sub-Processor**") not objected to by Data Controller, subject to:
 - (i) informing Data Controller of the identity of the proposed Sub-Processor. Data Processor informs the Data Controller of all intended changes with regard to the addition or replacement of other Sub-Contractors. The Data Controller has the right to object to such changes; and
 - (ii) including terms in the contract between Data Processor and the Sub-Processor which are mutatis mutandis as those set out in this DPA; and
 - (iii) Data Processor remaining liable to Data Controller in accordance with the terms of the Agreement relating to liability, for any failure by a Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data;
 - 3.9. cease Processing the Personal Data upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and, at Data Controller's option, either (if technically possible) return or delete the Personal Data and any copies of it or of the information it contains, without prejudice to any EU or Member State legal obligations for Data Processor to store or archive such Personal Data.
- ## 4. CONSULTATION AND CORRECTION OF PERSONAL DATA
- 4.1. Data Processor will provide Data Controller with access to Personal Data Processed under the Terms and Conditions, to allow Data Controller to consult and correct such Personal Data.
- ## 5. DETAILS OF PROCESSING OF PERSONAL DATA
- 5.1. The nature and purpose of the Processing, type of personal data and categories of Personal Data to be Processed are further detailed hereunder:
 - (i) The nature and purpose of the Processing of Personal Data: Processing of structured business data for the purpose of generating analytical insights and recommendations via AI agents within the Platform. Depending on the data integration method selected by the Customer, the Platform may:
 - access data dynamically (when connected via live integrations), in which case no persistent copies of the source data are stored on Metagem systems;
 - store data (when datasets are explicitly uploaded or shared by the Customer); and/or
 - store limited sample snippets derived from datasets, solely to support AI-driven query generation and refinement, in accordance with data minimisation principles.
 - (ii) The categories of Personal Data to whom Personal Data relates: employees, customers, suppliers, contractors, or other end users whose Personal Data forms part of the datasets provided or made accessible by the Customer.
 - (iii) The Personal Data concern the following categories of Personal Data: job title, organization, behavioural interaction logs (e.g. usage patterns, queries posed), metadata, or any other identifying information contained in the datasets provided or made accessible by the Customer.
 - (iv) Storage location: All data processed and stored by Metagem is hosted within **tier-1 cloud service providers (currently Google Cloud Platform (GCP))**

and Microsoft Azure), with data residency restricted to data centers located within the European Economic Area (EEA), ensuring compliance with GDPR data localisation requirements.

- (v) Storage period: for the duration of the Agreement plus 30 days after termination (unless explicitly agreed otherwise).

- (vi) Transfer of Personal Data (outside the EEA): No.

6. USE OF SUB-PROCESSORS.

- 6.1. Data Controller authorizes the use of Third Party Sub-Processors to process personal data on its behalf. Data Processor hereby provides Data Controller with a list of its currently appointed Sub-Processors. This list includes the identities of the Sub-processors and their country of location. Upon execution of this Agreement, Data Controller explicitly gives its written authorization to engage these Sub-Processors to Process personal data on Data Controller's behalf.

- (i) **Google (Google Cloud Platform)**, cloud services, EU West

- (ii) **Microsoft (Azure)**, cloud services, EU West (Netherlands)

- (iii) **Neo4j (Neo4j Aura)**, graph database services, EU West

- (iv) **Hubspot**, CRM, AWS EU (Germany)

- (v) **Intercom**, customer support & engagement, USA

- (vi) **Mixpanel**, in-app user activity logs, Netherlands

- 6.2. Data Processor will notify Data Controller by email of any intended changes concerning the addition or replacement of its current Sub-Processors prior to any such changes. Data Controller will be allowed to object to such addition or replacement on reasonable grounds relating to the protection of personal data within 30 days after the notification by submitting an email to legal@metagem.ai. The Data Controller's failure to object within this timeframe will be deemed to have waived its right to object and to have authorized Data Processor to engage such Sub-Processor.

- 6.3. If Data Controller does notify Data Processor of such an objection, Parties will discuss Data Controller's concerns with a view to achieving a reasonable resolution. If no such resolution can be reached, Data Processor will, at its sole discretion, either not appoint the new Sub-Processor, or permit Data Controller to suspend or terminate the affected Service in accordance with the termination provisions without liability to either Party (but without prejudice to any fees incurred by Data Controller prior to suspension or termination of the Terms and Conditions).

7. LIABILITY

- 7.1. Data Processor can only be held liable for an infringement of this DPA that is directly attributable to them, or the provisions that apply directly to Data Processor on the basis of the applicable Data Protection Legislation insofar as Data Controller has complied with its own obligations as set out in this DPA and the applicable Data Protection Legislation. The liability provision set out in the Terms and

Conditions is fully applicable to breaches of this DPA and Data Protection Legislation.

8. COMPLIANCE

- 8.1. Upon request, Data Processor will make available to Data Controller all information necessary to demonstrate compliance with its obligations under Article 32 to 36 of the GDPR and allow for and contribute to audits conducted by Data Controller or another auditor mandated by Data Controller (which may be refused by Data Processor if this is a competitor of Data Processor or if there is a conflict of interest with this mandated auditor) for the purpose of verifying the compliance with its obligations under this DPA without prejudice to Data Processor's right to charge Data Controller any reasonable costs for such assistance. An audit may not take place more than once per contract year and must be notified at least 60 days in advance. All audit costs are exclusively borne by the Data Controller. Data Processor may limit the access of Data Controller to the premises of Data Processor to a space provided by Data Processor and the auditor may not copy or delete documents from Data Processor without the prior approval and consent of Data Processor. Data Controller will guarantee that the audit is carried out in such a way that the inconvenience for Data Processor is kept to a minimum. Data Controller will impose sufficient confidentiality obligations on its auditors. In addition, Data Processor has the right to require the auditors to sign a non-disclosure agreement before the start of the audit. In all cases, it is essential to protect the confidential information of Data Processor. Data Controller must, or will request that its external auditors, send a draft version of the audit report to Data Processor. Data Processor has the right to submit its comments within a timeframe as agreed between the Parties. The auditor will take the comments of Data Processor into account.

9. TECHNICAL AND ORGANIZATIONAL MEASURES

- 9.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party will implement the measures stated in article 32 of the GDPR and ensure that its agents, Sub-Contractors and employees implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Data. The Data Controller and Data Processor will take steps to ensure that any natural person acting under the authority of the Data Controller or the Data Processor who has access to personal data does not process them except on instructions from the Data Controller, unless he or she is required to do so by EU or Member State law.

10. TERM AND TERMINATION

- 10.1. This DPA enters into force on the Effective Date and remains in force until Processing of Personal Data by

Data Processor is no longer required in the framework of or pursuant to the Agreement.

- 10.2. Any terms and conditions which are intended by their nature to survive any termination, cancellation or expiration of the Agreement, will remain in full force and effect.
- 10.3. Upon expiration or termination of the Agreement, Data Processor will at the Data Controller's request either delete or return any Personal Data. If such Personal Data are to be returned, The Data Processor will return the Personal Data in a structured, machine-readable and commonly used format and, if applicable, the costs in relation thereto. If Data Controller requests to delete such Personal Data, such Personal Data will be deleted upon expiry of the backup retention period, without prejudice to any EU or Member State legal obligations for Data Processor to store or archive such Personal Data after termination.

11. REGULATORY CHANGES

- 11.1. If there is new guidance or a change in the Data Protection Legislation or case law that renders all or part of the Services illegal, Data Processor may terminate the Terms and Conditions unless the Parties reach agreement to change the Services whereby the Services are no longer illegal.

12. SEVERABILITY

- 12.1. If a provision of this DPA is proven to be invalid or unenforceable in whole or in part, it will be regarded as severable (insofar as it is invalid or unenforceable) and the validity of the other provisions of this DPA and the remainder of the provisions in question will remain unaffected. If the invalid provision is of fundamental importance for achieving the goal of this DPA, the Parties will negotiate in good faith to remedy the invalidity, illegality or unenforceability of the provision or otherwise change this DPA to achieve its purpose.

13. NOTIFICATIONS

- 13.1. Unless legally prohibited from doing so, Data Processor will notify the Data Controller as soon as reasonably possible, and at the latest within five (5) business days of becoming aware of the relevant circumstances, if it or any of its Sub-processors:
 - (i) receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing;
 - (ii) intends to disclose Personal Data to any competent public authority outside the scope of the Services of the Agreement.
 - (iii) receives an instruction that infringes the Data Protection Legislation or the obligations of this Data Processing Agreement;
- 13.2. Any notification under this DPA, including a Personal Data Breach notification, will be delivered to one or more of the Data Controller's Contact Persons via email possibly supplemented by any other means Data Processor selects. Upon request of the Data Controller, Data Processor will provide the Data Controller with an overview of the contact information of the registered Data Controller's Contact Persons. It is Customer's sole responsibility to timely report any

changes in contact information and to ensure the Customer's Contact Persons maintain accurate contact information.

