General Terms and Conditions

Version 15

DB2 Value Creation BV ("**DB2**"), having its registered office at Polenstraat 163, 9940 Sleidinge and registered in the Belgian Register of Legal Entities with number 0644.714.953, is specialised in contract management and offers an online contract management solution, among other things, called Contractify ("**Software**"). These General Terms and Conditions determine the conditions under which the Customer ("**Customer**") is allowed to use Contractify. By placing the order for Contractify the Customer acknowledges to have taken note of these General Terms and Conditions and to accept them in whole.

DB2 reserves the right to supplement and/or amend these General Terms and Conditions unilaterally at any time, provided that it has a valid reason for doing so, such as a change in applicable legislation, a change in the functionalities of the Software or a change in the services of its suppliers or sub-processors.

These amended terms and conditions will come into effect one month after their explicit announcement. If the Customer cannot agree to these amendments, the Customer has the opportunity to object and, if the Parties do not find an equitable solution, to terminate the Agreement in writing within one month after the announcement without any compensation due.

In the absence of a written objection within that period, the Customer shall be deemed to have accepted the amendments or additions. The Customer's own general terms and conditions are expressly declared not to be applicable.

Article 1: Subject

1.1 These General Terms and Conditions determine the conditions and provisions under which:

- DB2 grants the Customer a licence to use the Software; and
- the Customer may engage DB2 to provide Services in connection with the use of the Software.

Article 2: Definitions

2.1 Service: a performance which DB2 or a Worker, designated by DB2 or subcontractor designated in agreement with the Customer, provides under this Agreement.

2.2 Intellectual Property Rights: all intellectual, industrial and other rights of ownership (regardless of whether they are registered or not), including but not limited to copyrights, related rights, brands, trade names, logos, drawings, models or applications for registration as drawings or models, patents, applications for patents, domain names, know-how, as well as rights to databases, computer programs and semiconductors.

2.3 Worker: the employee, agent or subcontractor of DB2 whom DB2 engages for the provision of the Services.

2.4 Agreement: DB2's quote and the Customer's order, together with these General Terms and Conditions, the Service Level Agreement ("SLA"), the Data Processing Agreement ("DPA"), the applicable price list and any annexes to those documents. In the event of a conflict between these documents, the following order of precedence applies: (1) the Customer's order and DB2's quote, (2) the DPA, (3) the SLA, (4) these General Terms and Conditions, (5) the price list.

2.5 Privacy Legislation: Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as all related European and national rules relating to the protection of personal data.

2.6 Software: the Contractify software package for contract management developed by DB2, including its artificial intelligence functionalities ("Ada").

2.7 E-sign services by third parties: the electronic signature services and related functionalities made available through the Software to its Users, including, but not limited to, Nitro Sign (Nitro Software, Inc.) and Docusign (Docusign, Inc.).

2.8 Seat: a paid licence unit granted under the Agreement. The rules applicable to Seats depend on the Package subscribed to by the Customer in the Agreement:

(a) Centralize: a Seat may be assigned to either a User or a Viewer. The total number of Seats is limited to a maximum of five (5). It is not possible to add Seats beyond this maximum within the Centralize Package. If the Customer requires more than five (5) Seats, the Customer must upgrade to a higher Package in accordance with Article 5.3.

(b) Collaborate and Control: User Seats and Viewer Seats are separately paid licence units and are tracked separately. A minimum number of User Seats applies depending on the Package. No maximum applies to the number of User Seats or Viewer Seats.

(c) Company-wide licence: where the Agreement expressly provides for a company-wide licence, no maximum number of Seats applies, no Seats are invoiced in addition to the agreed licence fee, and Articles 5.3 and 5.4 do not apply.

2.9 User: every natural person to whom the Customer grants access to the Software and to whom a User Seat is assigned. In the Centralize and Collaborate Packages, a User has read rights, the right to create and edit contracts, and the right to create tasks and to change their status. In the Control Package, a User may in addition be granted tailored access rights by means of a custom privilege set. Users include employees and workers of the Customer as well as any external consultant or other third party to whom the Customer grants access; the Customer remains fully responsible for each of them.

2.10 Viewer: every employee or worker of the Customer who has been granted access to the Software with limited rights, including the right to consult contracts and to upload documents, but excluding the right to create or edit contracts or to create tasks.

2.11 Administrator: a User of the Customer who has been designated with administrative rights within the Software environment, including the right to add, remove, block or replace Users and Viewers and to manage their access rights. An Administrator occupies a User Seat and is counted towards the total number of contracted Seats.

2.12 Package: the pricing model subscribed to by the Customer, as further described in the applicable price list, being one of the following: Centralize, Collaborate or Control.

2.13 Renewal Date: the annual date on which the Agreement is automatically renewed in accordance with Article 14.1.

Article 3: Intellectual Property Rights

3.1 The Customer expressly acknowledges (1) that all Intellectual Property Rights connected to the Software belong to DB2 or to a third party with which DB2 has concluded an agreement, and (2) that through the Agreement the Customer does not acquire any authority over these rights, nor are these rights in any way transferred to the Customer under the Agreement, except for the rights specified in Article 4.

3.2 The Customer shall at all times respect DB2's Intellectual Property Rights and make reasonable efforts to protect these rights. The Customer shall immediately notify DB2 of any infringement by third parties on DB2's Intellectual Property Rights of which the Customer becomes aware.

3.3 DB2 shall only deliver and/or develop software which, to the best of its knowledge, does not infringe on the Intellectual Property Rights of third parties. If a third party alleges that DB2's software infringes its rights, or if a third party initiates legal proceedings against the Customer and/or DB2 due to an alleged infringement of its rights, DB2 shall have the right, at its sole discretion, to (i) refute such allegations or claims, (ii) modify the Software so that it no longer infringes the third party's rights, or (iii) take back the Software from the Customer upon reimbursing a pro rata portion of the fees already paid by the Customer (taking into account the period during which the Customer was able to use the Software), within 30 days after DB2 has effectively taken back the Software from the Customer.

3.4 To the extent that Intellectual Property Rights rest on data that the Customer uploads to or otherwise processes using the Software, the Customer hereby grants DB2 a non-exclusive right to use the relevant data and Intellectual Property Rights solely for the purpose of performing the Agreement and activities strictly necessary thereto. By exception, DB2 may access and use specific Customer documents solely to investigate and resolve a technical issue, provided that the Customer has explicitly agreed to such use in relation to that specific issue and those specific documents. DB2 shall not use the content of the Customer's contracts, documents or other uploaded data to train artificial intelligence models, unless the Customer has given its prior, separate written consent.

Article 4: Licences

4.1 DB2 grants the Customer, who accepts, a licence to use the Software for the number of Seats ordered by the Customer. Each Seat entitles one User or one Viewer to access the Software in accordance with the applicable Package and the provisions of this Agreement. Every additional Seat is subject to these same provisions. See also Article 5.3.

4.2 The licence is non-exclusive and non-transferable and covers the use of the Software for the Customer's internal business purposes for the duration of the Agreement.

4.3 The Customer is prohibited from granting sublicences to third parties, using the Software for the benefit of third parties, disclosing it to third parties, making it available, distributing it to third parties or commercialising it to third parties, without DB2's explicit prior written permission.

4.4 The Customer shall only be granted this licence under the suspensive condition that the Customer pays the fees invoiced by DB2 in this respect in full, including VAT.

Article 5: The licence fee

5.1 The initial licence fee payable by the Customer in exchange for the use of the Software is determined by the applicable Package and the number of Seats ordered, as set out in the price list valid at the time the Agreement was concluded or in the quotation issued by DB2 to the Customer. Additional Seats ordered after

the Agreement has been signed will always be charged at the rates applicable on the date of the order, unless otherwise agreed in the signed Agreement. This applies to the number of months until the next Renewal Date.

5.2 The licence fee is payable upfront upon signing the Agreement and thereafter on each anniversary of this date, unless otherwise agreed in the signed Agreement. DB2 will send an invoice to the Customer for this purpose each time. These invoices are subject to the payment terms set out in Article 13.

5.3 Upgrades. The Customer may at any time (i) switch to a higher Package or (ii) increase the number of contracted Seats, hereinafter collectively referred to as "Upgrades". A switch to a higher Package must be requested by email at customersupport@contractify.be and will be activated immediately; an additional fee will be charged on a pro rata basis for the remaining part of the current term. An increase in Seats is initiated by the Administrator through the user creation flow in the Software. If the Customer has reached the maximum number of contracted Seats, the Software will display a billing warning prior to activation; upon confirmation by the Administrator the additional Seat will be activated immediately and an additional fee will be charged on a pro rata basis. Adding a new User or Viewer as a replacement for an existing User or Viewer does not constitute a new Seat and does not give rise to an additional fee. Customers on the Centralize Package cannot increase the number of Seats beyond the maximum of five (5).

5.4 Downgrades. The Customer may (i) switch to a lower Package or (ii) reduce the number of contracted Seats, hereinafter collectively referred to as "Downgrades", unless otherwise agreed, subject to the following conditions: The removal of a User or Viewer from the Software by the Administrator does not automatically reduce the number of contracted Seats. To reduce the number of contracted Seats or to switch to a lower Package, the Customer must notify DB2 in writing at customersupport@contractify.be no later than thirty (30) days before the Renewal Date. If the notification of the Downgrade is made too late, DB2 shall be entitled to charge the Customer for the new term on the basis of the then-applicable Package and the then-contracted number of Seats, even if the Customer no longer uses them. The Customer is not entitled to a credit note for the period between the implementation of the Downgrade and the Renewal Date.

5.5 Blocked Seats. The Administrator may block a User or Viewer via the user settings. A blocked User or Viewer retains the Seat assigned to them, continues to count towards the total number of contracted Seats and remains subject to the applicable licence fee. The Customer is solely responsible for managing blocked Users and Viewers and for initiating any Downgrade in accordance with Article 5.4.

5.6 Role changes. The Administrator may convert a Viewer to a User, or a User to a Viewer, subject to the following conditions:(a) Centralize: role conversions between Users and Viewers are permitted within the contracted Seats and shall not result in any additional billing or credit.(b) Collaborate and Control: where sufficient User Seats or Viewer Seats are available, such conversion shall not result in any additional billing or credit. Where insufficient Seats are available, the creation of an additional Seat shall result in additional billing. The provisions of Articles 5.3 and 5.4 also apply to this Article.

Article 6: Customer's obligations

6.1 The Customer guarantees that it and its Users and Viewers, for whom it is responsible:

- shall not remove or alter the mark and copyright notice included in the Software;
- shall use the Software in accordance with the licence conditions specified in Article 4.

6.2 The Customer shall ensure that its hardware and software meet the current requirements of web browsers.

6.3 The Customer is responsible for its hardware and software and for installing appropriate mechanisms for the security, preservation and restoration of data should irregularities arise during the performance of the Services or when using the Software.

6.4 The Customer also assumes responsibility for ensuring that adequate security measures are taken for its Users' devices (e.g. strong password, 2FA, etc.). The Customer also guarantees to keep the password and login data of the Users strictly secret.

6.5 The Customer shall indemnify DB2 against any claim by a third party based on an (alleged) breach of any of the above obligations.

Article 7: Processing of personal data

7.1 The mutual relationship and obligations between the Customer and DB2 as respectively data controller and processor shall be regulated in accordance with the provisions of the Privacy Legislation, the definitions of which shall apply. Furthermore, these provisions are supplemented by the DPA, which prevails over these General Terms and Conditions in the event of a conflict. The Customer acts, with respect to the personal data that it will process through the Software, as a controller within the meaning of the Privacy Legislation and will therefore comply with the obligations in this respect. DB2 shall act as processor of such personal data.

7.2 DB2 shall keep a record of all categories of processing activities carried out on behalf of the Customer, in accordance with Article 30(2) of the General Data Protection Regulation. Further obligations of DB2 as processor, including security measures, personal data breach notification, assistance with data subject requests and data protection impact assessments, audit rights and the conditions for international transfers, are set out in the DPA.

Article 8: Use of integrated third-party e-sign services (Nitro Sign and Docusign)

8.1 DB2 acts as a reseller and integrator of signing credits for the third-party e-sign services referred to in Article 2.7.

8.2 The Customer obtains access to these services via the Software without any direct contractual relationship being established between the Customer and these third parties, unless expressly agreed otherwise.

8.3 The invoicing of the credits or the use of the integrations is carried out exclusively by DB2, in accordance with the price structure agreed by the Customer.

8.4 The use of Nitro Sign is subject to the terms and conditions of Nitro Software, Inc., available at: https://www.gonitro.com/legal/eula. The use of Docusign is subject to the terms and conditions of Docusign, Inc., available at: https://www.docusign.com/legal/terms-and-conditions/reseller. The Customer declares that it has taken note of and agrees to the applicable terms and conditions of the chosen service.

8.5 Save for its own obligations as reseller of the credits, DB2 is not liable for errors, malfunctions, unavailability, security incidents, data loss or other damage resulting from or related to the performance of the third-party e-sign services. DB2 shall pass on to the Customer any remedy it obtains from the third-party provider in respect of such an event.

8.6 DB2 offers no guarantees regarding the operation, availability, compatibility or continuity of these external services beyond the guarantees granted to DB2 by the third-party provider.

8.7 The Customer uses these services at its own risk and is responsible for compliance with the applicable legislation, including Privacy Legislation, and the correct identification of the signatories and recipients of documents.

8.8 The Customer indemnifies DB2 against any third-party claims arising from the use or misuse of Nitro Sign or Docusign.

8.9 Any change or discontinuation of these services by the third party does not constitute a failure on the part of DB2. However, DB2 will inform the Customer as soon as possible and, if feasible, offer an alternative.

Article 9: Services and support

9.1 Scope of services. The Customer may request DB2 to provide certain Services under this Agreement, including functional and technical support, the registration of contracts, training or other services. If an ordered Service entails an additional fee, it will be provided on a cost-plus or subscription basis at the rate applicable at that time, unless otherwise agreed in writing.

9.2 Support and service levels. DB2 provides helpdesk, incident management and related support services in accordance with the Service Level Agreement ("SLA") selected by the Customer. The SLA forms an integral part of this Agreement and governs, among other things:

- the type and scope of functional and technical helpdesk support, including available contact channels and applicable response times per Service Level Plan (Centralize: 8 business hours, Collaborate: 4 business hours, Control: 2 business hours);
- the process, response times and recovery times for incident management, classified by priority (Priority 1: complete unavailability; Priority 2: partial disruption; Priority 3: limited impact);
- maintenance and monitoring schedules, applicable service windows and back-up and restore procedures;
- consultancy, reporting and value-added services, including periodic review meetings and dedicated customer success management, depending on the selected plan.

DB2 guarantees 99.9% uptime of the Software over each service period, as further specified in the SLA. Planned maintenance carried out within the service windows set out in the SLA is not counted as unavailability. The applicable SLA is made available at www.contractify.io/legal-info or as an annex to the Agreement. The Customer shall provide DB2 with all information necessary for the handling of problems or incidents by means of e-mail and, if necessary, grant access to its systems.

9.3 Contract registration service. If the Customer has instructed DB2 or its sub-processor(s) to register contracts or provide other services that require access to the Customer's Software environment, DB2 or its sub-processor(s) will have administrative rights to the Customer's Software environment for that purpose. No additional costs will be charged for this access right. DB2 expressly declares that it will not grant access to this environment to anyone other than its employees or the employee(s) of its sub-processor(s) for the sole purpose of performance of this service, unless mutually agreed with the Customer. Neither DB2 nor its sub-processor(s) will abuse the trust placed in them by the Customer. The Customer expressly grants DB2 access to the information contained in its Contractify environment for the purpose of performing the Services requested by the Customer.

9.4 Third-party ICT suppliers. The Customer shall not reach any agreements with other ICT suppliers in respect of the provision of support services for the Software without DB2's prior written consent. If the Customer, even after having obtained DB2's written approval, uses the services of another ICT supplier, DB2 shall not accept any liability whatsoever in respect of (i) the work of that supplier, (ii) the integration of its work into the Software and (iii) the continued proper functioning of the Software.

Article 10: Liability

10.1 DB2 warrants that during the Term of this Agreement, the ordered Software and Services (i) will conform in all material respects to the specifications set forth in this Agreement and (ii) will be provided in compliance with all applicable laws.

10.2 DB2 guarantees the availability of the Software in accordance with the SLA referred to in Article 9.2. Planned maintenance carried out within the service windows set out in the SLA is not counted as unavailability. DB2 will make every reasonable effort to prevent the Software from containing bugs, computer viruses and/or malware that could disrupt its operation. Nevertheless, DB2 cannot be held liable for such problems that, despite its efforts, may still be present in the Software supplied.

10.3 Except in cases of fraud, intent, gross negligence or a breach of an essential obligation under this Agreement, DB2 cannot be held liable for any error or negligence on its part or on the part of its appointees in the performance of the Agreement. DB2 shall in no event be liable for any consequential damage, such as loss of expected profit, decrease in turnover, increased operating costs, loss of clientele, which the Customer or third parties may suffer in connection with this Agreement.

10.4 DB2 shall not be liable for errors in the performance of the Agreement due to insufficient or incorrect input by the Customer. Nor shall DB2 be liable for loss of or damage to the Customer's data, unless due to gross negligence on the part of DB2 or its employees.

10.5 DB2 accepts no liability whatsoever for any damage that the Customer may suffer as a result of unauthorised third parties gaining access to the Software due to inadequate security measures taken by the Customer or other errors or omissions on the part of the Customer.

10.6 If DB2 is nevertheless liable, DB2's total liability, regardless of the seriousness of the error, the cause, the form or the subject matter of the claim invoking DB2's liability, shall never exceed, in the aggregate per contract year, the higher of (i) the amounts paid by the Customer to DB2 under the Agreement during the twelve (12) months preceding the event giving rise to the claim and (ii) EUR 25,000. This limitation does not apply to liability for death or personal injury, fraud, intent, gross negligence.

10.7 The Customer waives any right to bring a claim based on non-contractual liability against DB2 or its Auxiliary Persons for damage resulting from the non-fulfilment of a contractual obligation under the Agreement and acknowledges that the Auxiliary Persons may invoke this provision as third-party beneficiaries.

10.8 For the purposes of Article 10.7 , Auxiliary Persons are understood to mean: any natural or legal person entrusted by DB2 with the performance, in whole or in part, of a contractual obligation entered into by DB2 ("the Main Obligation") throughout the entire contractual chain, including but not limited to employees, directors and other third parties acting under the responsibility of DB2.

Article 11: Complaints and objections to invoices

11.1 Complaints regarding the delivered Software and/or Services must be reported in writing and substantiated to DB2 no later than thirty (30) calendar days after delivery or provision, in accordance with the incident management process set out in the SLA. In the event of a timely objection by the Customer, the Customer is obliged to cooperate fully with DB2's investigation of the complaint. If the complaint is correct, timely and justified, DB2 will remedy this complaint at its own discretion. If the investigation shows that the non-conformity is not attributable to DB2, DB2 reserves the right to charge the Customer for the services related to such investigation. The following are not considered errors for which DB2 is responsible:

- errors that occur as a result of changes made to the Software by the Customer or by third parties without DB2's consent;
- errors caused by incorrect, improper or unauthorised use, as well as any damage caused by hardware or system failure, or by failure of interconnected hardware or other system components;
- deficiencies in the Software that do not obstruct its use;
- errors in third-party software for which DB2 or the Customer has a licence, which are the responsibility of the third-party licensor.

11.2 Any objection to invoices must be reported in writing to DB2 within fourteen (14) days of the invoice date.

11.3 In the absence of a timely protest in accordance with Articles 11.1 and 11.2, the delivery of the Software or the Services shall be deemed to have been definitively accepted and the invoices shall be due and payable.

11.4 Any protest must be substantiated, failing which the right to defer payment of the invoices shall lapse.

Article 12: Payment terms

12.1 The fee payable by the Customer to DB2 for use of the Software and/or the Services may consist of a fee based on time spent (such as hourly rates), a periodic fixed fee (such as the licence fee) and/or actual costs and expenses incurred for the performance of a Service, as further specified in the price list or Agreement. Unless otherwise agreed, DB2 invoices the Services provided on a monthly basis, even if the Services constitute only part of the order. The licence fee is invoiced annually in advance, at the start of each new contract year.

12.2 All prices communicated by DB2 are in EURO and exclude VAT and costs, unless otherwise stated.

12.3 On the anniversary date of the License, the corresponding License Fee shall be updated automatically, without any notice being required, by using the following formula:

Tn = To x (0.2 + 0.8 (Sn/So))

- "Tn" being the revised fee,
- "To" being the original fee,
- "Sn" being the official Belgian Consumer Index for the month preceding the date on which the License Fee is revised and
- "So" being the official Belgian Consumer Price Index for the month preceding the date on which the original License Fee was agreed.

12.4 DB2 reserves the right to change the Licence fee and introduce additional licence fees at the renewal date of the Agreement and notifies the Customer at least three (3) months in advance. Within the aforementioned period, the Customer shall be entitled to terminate the Agreement and all Licences granted under this Agreement without any compensation being due. The Parties acknowledge that the following exhaustive list of reasons shall be considered valid to justify a change in the licence fee: (i) an increase in the prices charged by DB2's suppliers or sub-processors; (ii) a material expansion or improvement of the Software or the Services, in respect of which both Parties shall negotiate in good faith a change in the licence fee. A change under this Article 12.4 does not constitute a termination within the meaning of Article 14.5 and gives rise to no compensation.

12.5 Invoices must be paid within thirty (30) days of the invoice date by bank transfer to the DB2 account number indicated on the invoice. Each payment will be credited to the oldest overdue invoice and first to the interest and costs due. Any discounts granted will lapse if the payment terms are not respected.

12.6 In the event of late payment, the Customer shall, without prior notice of default, be liable by operation of law for default interest of 8% per annum and compensation of 10% of the invoice amount, with a minimum of 125 euros. In addition, the Customer shall also be liable for all collection, reminder and legal costs. Any delay in payment by the Customer shall render all outstanding invoices and sums due immediately payable. Furthermore, DB2 reserves the right to invoke the application of Articles 13.2 and 13.4.

Article 13: Term of the Agreement and termination

13.1 The Agreement is concluded for a period of one (1) year, unless otherwise stated in the Agreement ("the Term"). The Term commences on the date of signature of the Agreement by the Customer, the date of the discovery meeting (meaning the first step in the onboarding process) or the date on which access to the Software is granted, whichever occurs first ("the Commencement Date"). If neither Party terminates the Agreement in writing at least three (3) months prior to the expiry of the Term, the Agreement shall be tacitly renewed for the same period each time.

13.2 Each Party may terminate the Agreement immediately, without notice or compensation, and without prior judicial intervention, on the grounds of a serious breach by the other Party, by registered letter. The following, among other things, shall be considered a serious breach:

- (a) the commission of a serious error by the other Party within the framework of this Agreement;
- (b) the inability of the other Party to comply with the provisions of this Agreement within 14 calendar days of receipt of a notice of default by registered letter;
- (c) in the event of bankruptcy or judicial composition of the other Party;
- (d) in the event of regular payment problems on the part of the Customer (i.e. when at least two invoices from DB2 have not been paid by the Customer on their due date);
- (e) unlawful or harmful use of the Software by the Customer or by one or more of its Users.

13.3 In the event of termination of the Agreement for any reason whatsoever, all Services related to the Software (helpdesk, updates, etc.) that are currently running will also automatically terminate.

13.4 DB2 also has the right to immediately suspend the Agreement if the Customer fails to fulfil its obligations within 14 calendar days after being given notice of default by registered letter, and this until it fulfils all its obligations again. In that case, DB2 shall be entitled to claim compensation from the Customer for the damage suffered as a result.

13.5 If DB2 terminates the Agreement in accordance with Article 13.2, the Customer shall owe compensation equal to the licence fee due until the end of the normal Term of the Agreement if the Agreement had not been terminated, subject to DB2's right to claim higher compensation if the actual damage it has suffered exceeds this compensation. The compensation described above shall be immediately due and payable.

13.6 Any cancellation or termination of the Agreement for any reason whatsoever must be made by registered letter. The addressee shall be deemed to have received the cancellation within two working days of the date of dispatch.

13.7 In the event that the Agreement is terminated for any reason whatsoever, the Licence for Use specified in Article 4 of the Agreement shall lapse with immediate effect. From that moment on, the Customer must cease and desist from any access to and use of the Software.

13.8 Upon termination of this Agreement, for whatever reason, except in the case of gross negligence or serious misconduct on the part of the Customer, DB2 shall, at the Customer's request, provide the Customer

with a copy of the information contained in its Contractify environment within thirty (30) days, in a commonly used, machine-readable format. The Customer accepts and acknowledges that DB2 has no obligation to retain this data for longer than thirty (30) days and may delete it after this period has expired.

Article 14: Confidentiality

14.1 Each Party undertakes to keep confidential, both during the term of the Agreement and thereafter, any confidential information of a commercial, technical, operational or financial nature relating to the other Party or third parties that it becomes aware of during the term of this Agreement. Confidential information includes information that has been designated as such by the other Party or which the other Party can reasonably assume to be of a confidential nature. The Parties shall impose the same confidentiality obligation on their employees and staff members and on any third parties (such as suppliers and sub-contractors) engaged by them to perform the Agreement and activities reasonably related thereto.

14.2 In the event of a breach of Article 14.1, the breaching Party shall owe the other Party a fixed compensation of EUR 5,000 per breach. The burden of proof in this regard lies with the Party against whom the breach was committed.

14.3 In the event that a Party discloses confidential information obtained from the other Party to third parties, that other Party shall be entitled, without prejudice to claiming the compensation specified in Article 14.2, to terminate the Agreement with immediate effect in accordance with Article 14.2, without the breaching Party being entitled to any compensation.

Article 15: Customer's property rights

15.1 All documents, data, files and information uploaded by the Customer to the Software and the Services shall remain the property of the Customer at all times. DB2 does not claim any ownership rights to these materials. The Customer retains full ownership and control over the uploaded information.

Article 16: Applicable law and disputes

16.1 The validity, interpretation and execution of this Agreement shall be governed by Belgian law. Any dispute relating to the conclusion, validity, performance and/or termination of this Agreement shall be settled by the competent court in Ghent.

16.2 However, before resorting to the courts, the Parties shall negotiate in good faith to settle their dispute amicably.

Article 17: Miscellaneous

17.1 This Agreement (including its appendices) constitutes the entire agreement between the Parties concerning the subject matter referred to above. This Agreement supersedes and cancels any prior written or oral agreement, contract, offer, correspondence or proposal concerning the use of the Software and/or the Services. Any amendment or modification to this Agreement shall only be binding if made in writing and duly signed by both Parties.

17.2 If any provision of this Agreement, or the performance thereof, proves to be invalid or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect. In such a case, the Parties shall draw up a new provision that achieves the objectives intended by the invalid or unenforceable provision, within the limits of applicable law, and include it in an appendix to this Agreement.

17.3 The Customer may only transfer its rights or obligations under this Agreement to a third party with the prior written consent of DB2.

17.4 Each Party shall bear its own costs in connection with the conclusion and performance of this Agreement.

17.5 A Party cannot be held liable for any failure to fulfil its obligations under this Agreement if the failure is caused by circumstances beyond the reasonable control of that Party, such as fire, flood, strikes, labour unrest or other disruptions in economic life, accidents, embargoes, blockades, legal restrictions, riots, government measures, unavailability of means of communication, terrorist (cyber)attacks and war. Events for which DB2 has assumed an express obligation under the SLA do not constitute force majeure. The Party invoking force majeure shall notify the other Party in writing without delay. In that case, the performance of the Agreement shall be suspended until the reason for force majeure ceases to exist. However, if the force majeure lasts for more than three (3) months, both Parties shall be entitled to terminate the Agreement immediately without the other Party being entitled to compensation.

17.6 DB2 may, as part of the Software, provide access to its API. Subject to the other terms and conditions of this Agreement, DB2 grants the Customer a non-exclusive, non-transferable, revocable licence to communicate with the API solely for the purpose of interacting with the Software as permitted by the API. The Customer may not use the API in any manner that, as reasonably determined by DB2, exceeds reasonable request volume or constitutes excessive or improper use that may impact the DB2 system. If any of these situations occur, DB2 may suspend or terminate the Customer's access to the API on a temporary or permanent basis.

17.7 Artificial intelligence. The Software includes artificial intelligence functionalities ("Ada") that assist the Customer in registering, summarising and searching contracts.

– (a) Output. The Customer acknowledges that the output of these functionalities is generated automatically and may be incomplete or inaccurate, that it does not constitute legal, commercial or any other kind of advice and that the Customer remains responsible for verifying it. These functionalities are not designed or provided to Customer to perform automated decision-making within the meaning of Article 22 of the General Data Protection Regulation and should not be used by Customer in that way and without human intervention.

– (b) No training on Customer data. DB2 shall not use the data uploaded by the Customer to the Software to train artificial intelligence models. DB2 shall only engage AI sub-processors where the use of Customer data for training their own models is either contractually excluded or can be disabled through the service's settings. Where this is a setting, DB2 warrants that it is and remains disabled. The AI sub-processors engaged by DB2 are listed at www.contractify.io/legal-info and are subject to the DPA.

– (c) Processing by AI sub-processors. In order to generate output in the AI-powered features of the Software, the Customer's data is included in prompts sent to the applicable AI sub-processor. That sub-processor may temporarily store such data for a maximum of thirty (30) days for the sole purpose of preventing abuse of its platform, and for no other purpose, unless a longer retention period is required by law. Data originating from the Customer's Contractify environment is used exclusively to generate output for that same environment and is never used to generate output for other customers of DB2.

– (d) Further information. Further information on the AI functionalities, the AI sub-processors involved, the applicable retention controls, the location of data storage and the other technical and organisational safeguards is set out in the DPA, in DB2's data security documentation and at www.contractify.io/legal-info.

17.8 Survival. Articles 3, 7, 10, 13.7, 13.8, 14, 16 and 17 remain in force after termination or expiry of the Agreement, for as long as necessary to give effect to their purpose.

17.9 Security and audit. DB2 shall, at the Customer's written request sent to security@contractify.be, and no more than once per contract year, provide its current security documentation and, where available, its independent certifications or audit reports, so that the Customer can verify compliance with Articles 7 and with the DPA.