

OMRT – Service Terms

Version: 29 December 2025

1. Purpose

- 1.1 These Service Terms ("**Service Terms**") describe the terms and conditions applicable to the relationship between OMRT and Customer and apply to the Platform, Implementation Services and Project Delivery Services identified in the Commercial Agreement and, if applicable, any additional addenda to the Commercial Agreements, Statement(s) of Work, and Annexes.

2. Definitions

- 2.1 **Account Information:** Information about the Customer and/or End-User's account, including any information that End-Users provide to OMRT in connection with the creation or management of their OMRT Account and/or the use of the Platform and/or the Services.
- 2.2 **Account:** Online personal environment which users access by entering username and password, and which is an account under the name of Customer and/or End-User.
- 2.3 **Affiliate:** an entity that directly or indirectly Controls, is Controlled by or is under common Control of Customer and that is specified in the Commercial Agreement(s).
- 2.4 **Agreement:** the Services Agreement, consisting of the (signed) Commercial Agreement(s), these Service Terms and all Annexes attached thereto, which comprise the Agreement between OMRT and Customer.
- 2.5 **AI:** Artificial intelligence, encompassing technologies, algorithms, and systems from various sources and tools that are utilized in the operation of the Platform and the provision of the Services.
- 2.6 **Billing Cycle:** the frequency of which OMRT invoices Fees for the Platform and Services as specified in the Commercial Agreement(s) to the Customer.
- 2.7 **Commercial Agreement:** the signed Commercial Agreement between OMRT and Customer for the provisions of Services to Customer. In the absence of a formal Commercial Agreement, the Parties may mutually agree that a signed Proposal shall function as the Commercial Agreement within the meaning of this Agreement.
- 2.8 **Contract Term:** the entire term of the Agreement comprised of the Initial Term and any Renewal Terms jointly.
- 2.9 **Control:** ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "**Controlled**" shall be construed accordingly.
- 2.10 **DCC:** the Dutch Civil Code (Burgerlijk Wetboek).
- 2.11 **Effective Date:** has the definition as described in the Commercial Agreement.
- 2.12 **End-User:** a named individual authorized by Customer, and specified by Customer in writing to OMRT, who is authorized as individual to use the Platform and Services in accordance with this Agreement.
- 2.13 **Force Majeure Event:** circumstances that are not attributable to a Party (overmacht) including, without limitation, (i) circumstances beyond the control of OMRT or any of OMRT' suppliers, (ii) the failure by OMRT to properly meet obligations that were contracted by OMRT on Customer's instructions, (iii) defects in goods, hardware, software or materials of third parties that OMRT uses on Customer's instructions, (iv) measures by public authorities, (v) power failures, (vi) failures of the internet, data network or telecommunication facilities, (vii) (cyber) crime, (cyber) vandalism, war or terrorism, and/or

- (viii) general transport problems, (ix) geopolitical developments affecting third party (AI, software or hardware) supply or data access.
- 2.14 **Input:** all data uploaded, entered and/or stored on the Platform by the Customer and/or an End-User in connection with the use of the Services, including summaries of meetings or discussions that are documented by OMRT and reviewed or confirmed with the Customer, for the purpose of processing, storage, analysis, or generation of Output Data relating to Customer's projects as identified in the Agreement.
- 2.15 **Output Data:** any data, report, result, design, model, calculation, document, analysis, or other content automatically created, derived, or generated by or through the Platform for the benefit of the Customer and/or its End-Users in connection with the projects identified in the Agreement, to the extent such output is the result of processing, computation, or transformation based on Input provided or authorised by the Customer and/or its End-Users.
- 2.16 **Party or Parties:** either OMRT or Customer, or both.
- 2.17 **Platform:** the online, AI-driven, parametric design and analysis platform developed and operated by OMRT, designed specifically for real estate developers, architects and construction professionals, through which users are provided access to tools and functionalities for generating, analysing and optimising multiple building design variants based on technical, financial, sustainability and business case criteria.
- 2.18 **Proposal:** a quotation proposal prepared for the Customer by OMRT describing the Services to be provided to Customer (e.g. a Budgetary Letter).
- 2.19 **Renewal Term:** a renewal contract term for an Commercial Agreement succeeding the Initial Term or another Renewal Term as specified in an Commercial Agreement.
- 2.20 **Services:** the services performed by OMRT, consisting of making the Platform available as a SaaS (software as a service) and the Implementation Services and, if applicable, Project Delivery Services.
- 2.21 **Third Party Services:** services of third parties used by OMRT to deliver the Services to Customer.
- 2.22 **Third Party Software:** the works and/or materials (software) comprised in the Platform, the intellectual property rights in which are owned by a third party, and which can be specified by OMRT upon request by Customer.
- 2.23 **Third Party:** a party other than OMRT or Customer.
- 2.24 **VAT:** value added tax and any other tax of a similar nature.

Other definitions – recognizable by use of a capital letter at the beginning – may also be explained in the text below, or in the Commercial Agreement or an Annex.

3. Concluding the Agreement

- 3.1 In order to conclude this Agreement and to obtain the right to use the Platform, Customer is required to complete and sign the Commercial Agreement and return it to OMRT.
- 3.2 Parties explicitly agree that any terms and conditions of the Customer, whether previously declared applicable or not, are expressly rejected and shall be of no effect between Parties.

4. Offers and Quotations

- 4.1 OMRT's offers and quotations are non-binding and only apply to the Services as specified therein, unless expressly agreed otherwise.

- 4.2 OMRT may assume that all information provided by the Customer in the course of the preparation of such an offer or quotation is correct. The offer or quotation may be adjusted if the information provided by Customer is incorrect, or other or additional information is provided to OMRT.

5. Customer Obligations

- 5.1 Customer is responsible for the storage and back-up of (insofar as it wishes) the Input, Output Data, Account Information and other data relevant to Customer and End-Users in the broadest sense of the word, outside the Platform.
- 5.2 Customer shall ensure that all End-Users complete the mandatory onboarding training provided by OMRT within two (2) months of receiving login credentials. Customer shall further ensure that its Affiliates and End-Users shall comply with the Acceptable Use Policy. In addition: the Customer is fully responsible and liable for its Affiliates' and its Affiliates' End-Users' use of the Services and adherence (or failure to adhere) to the Agreement.
- 5.3 AI is developing rapidly, and while OMRT continually works to improve the Services' accuracy and reliability, the probabilistic nature of the used technology that is part of the Services may occasionally produce incorrect Output Data, making it the Customer's responsibility to verify both the accuracy and suitability of the Output Data and the used Input for the intended (project) purpose. Therefore, the Customer undertakes not to suggest in its communication to third parties that the Output Data generated after Input from the Customer has been verified or approved by OMRT. Parties acknowledge that OMRT is not an engineering firm, architect or construction consultancy and does not provide certified engineering, architectural or construction services.
- 5.4 The Customer acknowledges and agrees that the use of the Services, including any outputs or results thereof (including, without limitation, Output Data), does not replace or diminish the Customer's obligation to ensure the safety of, and compliance with, all applicable laws and regulations in connection with its own products and/or services. OMRT shall not be liable for any defects in movable or immovable property, products, or services that are developed, manufactured, constructed, or otherwise realized on the basis of, or following, the provision or use of the Services, including any outputs or results thereof.
- 5.5 Customer shall ensure that neither it nor End-Users or third parties will directly or indirectly misuse the Platform, including any use other than the use of the Platform as described in the Acceptable Use Policy. If OMRT detects abuse and suspects that there is any abuse in violation of the Agreement, OMRT is entitled to (partially) suspend the Services and to deny End-Users and/or the Customer access to the Platform for an indefinite period of time.

6. Fees and Payment

- 6.1 Customer shall pay OMRT the fees as specified in the Commercial Agreement(s) and the applicable Annex(es), including any updates thereof, for the use of the Platform and Support Services (the "**Fees**").
- 6.2 OMRT will invoice the Fees in accordance with the Commercial Agreement(s).
- 6.3 The Customer shall pay each invoice within thirty (30) calendar days of the invoice date.
- 6.4 An objection to an invoice does not suspend payment; the undisputed portion remains due by the deadline. In any case, Customer explicitly accepts that any invoice or reference number to an invoice that is specified separately from one another, is seen as a separate valid entry to be paid. Any discussion or issue that concerns one invoice does not affect the validity of another invoice.
- 6.5 Customer consents to electronic invoicing of the Fees (e.g. via email or electronic billing system).
- 6.6 All amounts are in Euros and exclusive VAT and other levies imposed by relevant authorities, unless specified otherwise.
- 6.7 If Customer does not pay invoiced Fees on time:

- 6.7.1 Statutory commercial interest within the meaning of Section 6:119a DCC shall be due in respect of the outstanding invoice without requiring further notice of default; and
- 6.7.2 Customer is obliged to fully compensate both the judicial and extrajudicial collection costs, including (i) reasonable lawyer's fees, (ii) bailiff's fees, (iii) and the costs of collection agencies, in addition to the amount that is owed and the interest due in respect thereof.
- 6.8 In the event of non-payment or untimely payment by the Customer within sixty (60) calendar days of the invoice date, OMRT may limit the use of the Platform, Implementation Services and/or Project Delivery Services for Customer immediately after written notice thereof to the Customer. This means OMRT may suspend the use of the Platform and Implementation and Project Delivery Services by Customer and its End-Users until the Fees, including accrued interest and costs, are paid in full.
- 6.9 A claim for payment becomes immediately due and payable in the event Customer (i) is declared bankrupt, (ii) applies for a suspension of payment, or (iii) is liquidated and/or dissolved.
- 6.10 OMRT may change the Fees and request additional Fees in accordance with the Agreement in case Customer requests (access to) an additional service or wishes to increase the number of Accounts in addition to the initial number of agreed End-Users. The pricing details of all (additional) Implementation Services, Project Delivery Services or increase in End-Users are described in the Commercial Agreement (or, if applicable, the Pricing Annex of this Agreement), or, where not specified therein, as separately agreed in writing between Parties prior to the start of delivery of the relevant additional service(s) or the activation of the additional Account(s). The additional Fees are charged from the date each additional Account is activated.
- 6.11 During the Contract Term, OMRT reserves the right to index the applicable Fees annually using the Services Producer Price index (SPPI) from Statistics Netherlands (CBS) (<https://www.cbs.nl>), with index 2021=100. The adjustment shall be calculated by comparing the SPPI for the current year with the SPPI for the previous year. OMRT shall provide written notice of any fee adjustments based on the SPPI at least 30 days prior to the effective date of the adjustments.
- 6.12 OMRT may, in addition to the annual indexation set out in Clause 6.11, unilaterally adjust the applicable Fees upon written notice to the Customer, observing a notice period of three (3) months. Such adjustments may be made to reflect significant changes in market conditions, including (without limitation) substantial increases in costs of third-party AI models, computing infrastructure, or other external components essential to the delivery of the Services; and/or enhancements to the Platform, including the addition of new features, disciplines, or increased project detail that may affect Fees. In case of such a price adjustment, the Customer shall be entitled to terminate the Agreement by giving written notice of termination within thirty (30) calendar days following notification of the adjustment. Such termination shall take effect as from the date on which the new Fees would otherwise have become effective. For the avoidance of doubt: the termination option of this Clause 6.12 in the event of an increase in the Fees does not apply in the event of an indexation of the Fees on the basis of the mechanism included in Clause 6.11.

7. Registration and Account Obligations

- 7.1 Customer is fully responsible that all information provided by Customer or its End-Users to OMRT and to the Platform is accurate, complete, and up-to-date during the registration process and thereafter. OMRT may fully rely on any information provided by Customer or End-Users.
- 7.2 Customer bears the risk of selecting the Services to be provided by OMRT.
- 7.3 Customer shall ensure that all employees and/or auxiliary persons that it deploys in the performance of the Agreement have the knowledge and experience required to use the Services. Customer remains responsible for the use of the Services by its End-Users and (if applicable) Affiliates.

- 7.4 OMRT provides the Services on Customer's instruction. Customer may solely use the Services for its own organization, and only insofar as required for the use intended by OMRT as described in this Agreement and the Acceptable Use Policy.
- 7.5 Customer ensures that the End-Users do not use the Services in a manner that violates these Service Terms, the Acceptable Use Policy, or applicable law. OMRT may implement all measures it reasonably considers necessary to prevent abuse of the Platform by Customer or End-Users.
- 7.6 OMRT may continue to provide the Platform using a new or modified version of the underlying software. OMRT is not obliged to maintain, modify, or add particular features or functionalities of the Platform specifically for Customer, unless otherwise agreed in writing.

8. Registration of End-Users

- 8.1 Customer may be required to provide information about each End-User in order to register End-Users that will use the Platform and Services. Customer agrees that any such information shall be accurate, complete and up-to-date.
- 8.2 End-User will receive a registration link and will be asked to choose a password. Customer is entirely responsible for maintaining the security of its End-Users' usernames and passwords and agrees not to disclose such to any third party. All actions taken from the End-User's Account are done under the supervision and with the approval of Customer. Customer is obliged to notify OMRT immediately if it suspects abuse of the End-User's Accounts or login details of its End-Users.
- 8.3 Customer may allow its End-Users to use the Platform and Services for Customer's internal business purposes, provided that (i) Customer ensures its End-Users comply with the terms of this Agreement (where applicable), the Acceptable Use Policy and (ii) Customer shall be liable towards OMRT as if End-User's acts and omissions would have been Customer's own.

9. Additional Work

- 9.1 In case Customer requires more Services than the initial purchased Services, Customer must request, in writing, Services from OMRT in line with the Fees for such Services as communicated by OMRT. OMRT may, at its discretion, grant such Services.
- 9.2 Additional follow up Commercial Agreements may be entered into by the Parties to add additional End-Users, Services or add new functionalities to the Platform. Unless designated as replacing a specific outstanding Commercial Agreement, a new follow up Commercial Agreement will be considered as an addition to the initial Commercial Agreement. Parties agree that changes in the scope of Services provided to Customer such will be agreed upon in a follow up Commercial Agreement as provided as Annex to this Agreement.
- 9.3 Customer may at any time request in writing products or activities outside the scope of originally agreed in the Commercial Agreement. However, OMRT is not obliged to honour Customer's request and may require that a separate Commercial Agreement should be entered into in writing prior to providing such additional work.
- 9.4 If OMRT has performed activities or has delivered services that are outside the scope of the agreed Services at Customer's request or after Customer's prior written consent, OMRT may charge Customer for these Services on the basis of the agreed Fees as included in the, if applicable, Pricing Annex of this Agreement, or in the Budgetary Letter.
- 9.5 Insofar a fixed price has been agreed on for the relevant Services, OMRT shall inform Customer, at Customer's request, in reasonable detail, and in writing, about the financial consequences of the extra work or additional Services referred to in this Clause.

10. Intellectual Property

- 10.1 Customer (or its licensor or supplier, as applicable), and not OMRT, is (to the extent permitted under applicable law) the exclusive owner of all Intellectual Property Rights and shall retain all right, title, and interest vesting in and relating to Input and Output Data.
- 10.2 Notwithstanding Customer's rights related to Output Data as set forth above, Customer shall not, without OMRT's prior written consent, sell, sublicense, distribute, or otherwise commercially exploit the Output Data as a stand-alone product or service to third parties outside its own group or for purposes unrelated to the internal business use or purpose as specified in this Agreement, or specific projects of Customer. This restriction does not limit Customer's right to use Output Data in connection with the development, construction, or management of its own real estate projects or to share Output Data as required by applicable law or competent authorities.
- 10.3 Without prejudice to Clause 10.1, OMRT (or its licensor or supplier, as applicable) is the exclusive owner of all intellectual property rights and shall retain all right, title, and interest, vesting in and relating to the Platform and the Services, and any Customer specific adaptations or deliverables relating to the Platform and the Services, and underlying source- and object code. These intellectual property rights include but are not limited to patents, patent applications, trademarks, trademark applications, database rights, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights and processes ("**Intellectual Property Rights**"), including all copies or portions thereof. Nothing in this Agreement shall be construed to assign or confer to Customer any Intellectual Property Rights pertaining to the Platform or the Services, including implied licenses, except for the limited rights that OMRT expressly grants to Customer in this Agreement.
- 10.4 OMRT grants Customer the revocable, non-exclusive, non-sublicensable (except to Affiliates if applicable) and non-transferable right to use the Platform and the Services for the Contract Term as specified in the Commercial Agreement(s), and for the number of End-Users stated in the Commercial Agreement.
- 10.5 Notwithstanding Clause 10.1, OMRT may retain and use anonymised, non-reidentifiable operational data arising from or collected through Customer's and End-Users' use of the Platform ("**Usage Data**"), provided such data does not identify Customer or any individual, End-User, or specific project. OMRT may use Usage Data for product improvement, analytics, benchmarking and model training, including after expiry or termination of this Agreement. For clarity, Usage Data is not Input or Account Information for the purposes of this Agreement.
- 10.6 If Customer provides OMRT with feedback, comments or suggestions for improvements or functionality or other feedback regarding the Platform and the Services ("**Feedback**"), OMRT may decide at its discretion whether or not to start with the implementation of the Feedback. OMRT may use the Feedback without restriction, the Feedback is not confidential, and OMRT is not obliged to compensate Customer financially for its Feedback. OMRT (or its licensor or supplier, as applicable) shall be the exclusive owner of all future Intellectual Property Rights and shall retain all right, title, and interest, vesting in and relating to the implementation of Feedback.
- 10.7 Customer may use the Platform, Services and related logos to promote the Platform, provided this does not create confusion about its status as customer of OMRT. OMRT has the right to issue reasonable instructions concerning the correct use for promotions, which Customer must strictly follow.
- 10.8 Customer will not reproduce, resell, or distribute the Platform and Services for any purpose unless Customer has been specifically permitted to do so under a separate agreement with OMRT.
- 10.9 Customer hereby grants OMRT a revocable, non-exclusive, royalty-free, non-sublicensable and non-transferable right to display Customer's trade names, trademarks and/or logos on the OMRT website and use such for purposes of marketing, reference and acknowledgement. However, the publication of specific project data, case studies, or images of project deliverables is only permitted after obtaining the Client's prior written agreement. Parties will not make public statements about the other Party that (may) harm the other Party.

- 10.10 Customer guarantees that no rights of third parties preclude making Input, data, software, and/or other materials, designs and/or other works available to OMRT for the purpose of use, maintenance, processing, installation or integration for the benefit of Customer; this warranty also pertains to Customer's having the relevant licenses.

11. Data Policy

- 11.1 Possible (non-personal) data policy arrangements are exclusively agreed on in writing as Annex to this Agreement. Additional arrangements on the Parties' respective rights and obligations regarding the collection, processing, storage, back-up, and protection of data (including Input, Output Data, Usage Data, and any personal data, as applicable) are exclusively agreed on in writing as Annex to this Agreement and in the Data Processing Agreement (if and insofar as applicable).

12. Duration and Termination

- 12.1 The duration of the Contract Term is specified on the Commercial Agreement(s).
- 12.2 Notwithstanding any provision contained in this Agreement to the contrary, either Party may only terminate (*opzeggen*) this Agreement and all Commercial Agreements issued hereunder as per the end of the Initial Term, a Renewal Term, or another date specified in the Commercial Agreement(s) (as the case may be) upon 3 (three) months prior written notice to the other Party, unless otherwise agreed in the Commercial Agreement.
- 12.3 The Agreement and all Commercial Agreements will terminate with immediate effect and without notice of default being required (i) if the other Party is granted a suspension of payments, whether or not provisional, (ii) if a petition for bankruptcy is filed by or against the other Party or (iii) if the other Party is liquidated or dissolved other than for restructuring purposes. OMRT is never obliged to repay any sum of money already received or pay any sum of money in compensation because of termination as referred to in this paragraph. If Customer is irrevocably bankrupted, its right to use the Platform ends, without OMRT being required to cancel or terminate these rights.
- 12.4 Upon termination of the Agreement, Customer must cease immediately, and shall ensure that Customer's End-Users cease immediately, any further use of the Platform and, if applicable, destroy any copies of associated software within its possession and control. Customer shall not destroy or attempt to harm any Platform or associated software on OMRT servers or OMRT network.

13. Availability and Maintenance; Disclaimer Warranties

- 13.1 OMRT shall use all commercially reasonable efforts to make the Platform available as much as possible, and to improve the functionality of the Platform, including through updates and to correct faults/errors. If any maintenance or modification could lead to limitations of availability, OMRT shall make reasonable efforts to perform such maintenance during periods in which relatively limited use is made of the Platform by the Customers. OMRT will make reasonable efforts to consult with Customer concerning such modifications, but the final decision is up to OMRT.
- 13.2 The Customer acknowledges that OMRT may be dependent on its supplier(s) when implementing modifications. OMRT reserves the right not to install certain corrections or updates of a supplier if it considers that this does not benefit the correct operation of the Platform. OMRT does not guarantee that errors in the Platform that were not developed by OMRT itself are repaired. OMRT is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the Platform.
- 13.3 OMRT does not guarantee that the Services are timely adapted to any amendments in the relevant laws and regulations.
- 13.4 All Services provided by OMRT are rendered on a commercially reasonable efforts basis, unless and to the extent that OMRT has expressly agreed in writing in the Agreement to deliver a specific result, which result is described therein with sufficient clarity and specificity. OMRT shall use reasonable efforts to

comply with agreed timelines. Any delivery dates or performance deadlines are indicative only, non-vital non-binding, and provided for informational purposes, unless expressly agreed otherwise in writing by the Parties.

14. Support and Service Levels

- 14.1 Customer has access to support from Supplier's personnel during the Contract Term, including access to a designated hotline for urgent issues. A qualified employee responds to Customer inquiries within a reasonable timeframe during business days. Our premium support further enables collaborative sessions to shape OMRT's Services, and to brainstorm with Customer.
- 14.2 Supplier will provide support through Supplier's internal team via a ticketing system (ask.omrt.tech). Customer may submit tickets and track their status. Supplier will provide feedback, status updates, and progress notifications, with all support delivered by internal employees. Professional support covers operational and technical matters and enables Customer input for product innovation. No support under professional support will be provided via chatbots or automated agents.
- 14.3 Possible additional Service Level Agreement arrangements are exclusively agreed on in writing as Annex to this Agreement. Customer promptly informs OMRT about any circumstances that may affect the service level or its availability.
- 14.4 If any arrangements have been made about a service level, the availability of the Platform and related Services is always measured in such a way that unavailability due to preventive, corrective or adaptive maintenance service or other forms of service that OMRT has notified Customer of in advance and Force Majeure Events are not taken into account. Subject to proof to the contrary offered by Customer, the availability measured by OMRT is considered conclusive.

15. Third Party Software

- 15.1 The Platform may contain Third Party Software which requires notices and/or additional terms and conditions. Such required Third Party Software notices and/or additional terms and conditions are made known to the Customer where necessary (e.g. on the Platform itself or on the OMRT website). By accepting the Agreement, Customer is also accepting the additional terms and conditions, if any, set forth therein, for which the following shall apply:
- 15.1.1 the conditions of the Third Party Software are as stated by the provider of the Third Party Software, and the Third Party Software is provided in accordance with the relevant licensor's licensing terms, whereby the Customer acknowledges, where applicable, that these terms may be open source or Creative Commons licensing terms;
- 15.1.2 the Third Party Software may have limitations, both known and unknown (including defects, and (unknown) limitations in functionality); and
- 15.1.3 OMRT provides no warranty specifically related to any Third Party Software or any applicable licensing terms.

16. Privacy

- 16.1 The Parties acknowledge that the processing of personal data in connection with the performance of this Agreement is highly unlikely. On that basis, the Parties do not consider it necessary to enter into any GDPR-based agreements at this time. Customer shall remain responsible for ensuring that it does not, and that its End-Users do not, share or upload any personal data, unless and until the Parties have put in place the mandatory agreements based on GDPR.
- 16.2 If it later becomes apparent that personal data is being processed, the Parties shall comply with all applicable obligations under the GDPR and any other relevant privacy or data protection laws, and shall provide each other with any reasonably necessary assistance to ensure such compliance. This may

include entering into a data processing agreement or other appropriate contractual arrangements, to the extent required under such laws.

17. Subcontracting

- 17.1 Subject to any express restrictions elsewhere in this Agreement, OMRT may subcontract any of its obligations under this Agreement, providing that OMRT, upon a written request of Customer, must give to Customer a written notice specifying the subcontracted obligations and identity of the subcontractors.
- 17.2 OMRT shall remain liable and obligated to Customer for the acts and omissions of its subcontractors (unless otherwise agreed in writing), as for its own and remain the Customer's point of contact in relation to the Services.

18. Security

- 18.1 OMRT maintains a security program, including a set of written security policies and security procedures which may be amended by OMRT from time to time, to continue to offer an appropriate security level ("**Security Policy**").
- 18.2 Upon written request of Customer, OMRT will send a copy of the most recent Security Policy to Customer. Customer may request OMRT to implement further security measures and to adjust the Security Policy. OMRT is not obliged to implement any adjustments in its security measures following such request. OMRT may charge Customer for the costs involved in implementing the adjustments requested by Customer. OMRT is not obliged to actually implement these adjusted security measures before the security measures requested by Customer have been agreed on in writing.

19. Exit

- 19.1 Upon termination of the Agreement, OMRT undertakes to provide Customer with all reasonable data exit assistance in accordance with the agreed exit provisions and timelines, as Parties may agree in a separate Annex to this Agreement, in order to ensure that Customer receives its Input and Output Data in a machine-readable format within the agreed timeline.

20. Confidentiality

- 20.1 The Parties will treat as confidential and use reasonable and appropriate security measures to protect the information they provide to each other before, during or after the performance of the Agreement if this information has been marked as confidential or if the receiving Party knows or should reasonably assume that this information was intended to be confidential. Confidential information also includes copies, recordings, analyses and compilations that contain information that is identifiable as confidential information. The existence of the Agreement and the cooperation between the Parties is not regarded as confidential information. In addition, this Clause 20 shall not apply to confidential information of which the receiving Party can demonstrate that:
- 20.1.1 it is generally available in the public domain, other than as a result of breach of this Clause 20 or any other obligation of confidentiality regarding such information;
- 20.1.2 it was lawfully obtained by the receiving Party from a third party that is not bound by an obligation of confidentiality regarding such information; or
- 20.1.3 it was developed or conceived by the receiving Party in complete independence of any confidential information it received pursuant to this Agreement.
- 20.2 The Parties shall not use any information for any purpose other than is necessary for or allowed under the performance of the Agreement or use of the Services. The receiving Party shall be permitted to disclose confidential information to its employees, officers, directors, affiliates or professional advisors, provided (i) their knowledge of such information is necessary for the achievement of the aforementioned

(relevant) purposes or for the purpose of exercise or defense of its rights and obligations under the Agreement and (ii) that such parties are bound by confidentiality obligations that are no less protective than the confidentiality terms under this Clause 20.

- 20.3 The receiving Party shall be permitted to disclose confidential information if such disclosure is mandatory under applicable laws or regulations or any order of any judicial, administrative or regulatory authority. In such event, the receiving Party shall promptly inform the disclosing Party of the disclosure, to the extent permitted by law.
- 20.4 Upon termination of this Agreement or at the first request of the disclosing Party, the receiving Party shall immediately destroy or return to the disclosing Party all original and copy documents containing confidential information and confirm the return and/or destruction in writing to the disclosing Party. The receiving Party may only retain one copy of the confidential information for the purpose of internal compliance obligations or to comply with applicable law. The receiving Party shall maintain the confidentiality of the confidential information so retained indefinitely and shall not use the confidential information for any other purpose than for the purpose for which such information was retained.
- 20.5 The provisions set forth in this Clause 20 shall survive termination or expiry of this Agreement, regardless of the reason, to the extent permitted by applicable law, for a period of five (5) years from the effective date of termination or expiry of the Agreement. Any confidential information that qualifies as a trade secret under applicable law shall remain subject to confidentiality for as long as it retains its trade secret status.

21. Warranties

- 21.1 Customer represents and warrants that:
- 21.1.1 It has the full right to enter into this Agreement and the obligations thereunder; and
- 21.1.2 Customer (including its Affiliates) and its End-Users shall not use the Platform in violation of this Agreement, the Acceptable Use Policy and any applicable laws or regulations or the legal rights of third parties.

22. Limitation of Liability

- 22.1 Neither Party shall be liable to the other Party for any indirect or consequential damages (i.e. damage which is not reasonably foreseeable or not naturally or directly flowing from the event causing the damage), including loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of Customer's customers, damage of third parties, damage to a Party's materials, corruption, destruction or loss of data (including losses of Inputs or Output Data), damage to items of software of third parties and claims resulting from inaccuracies or errors in Output Data.
- 22.2 The liability of each Party in the aggregate for each event (or series of related events) causing damage that arises under or relates to the Agreement per calendar year, regardless of the form of action, whether based on contract, warranty, tort (including negligence), statutory duty or otherwise, including indemnification obligations under this Agreement, shall be limited to recovery of direct damages in an amount not exceeding the greater of:
- 22.2.1 the amount that is covered and paid out for the specific event(s) under the (liability) insurance taken out by the liable Party; or
- 22.2.2 the aggregate amount of Fees paid by Customer to OMRT during the previous twelve (12) months before the liability causing event(s) took place.
- 22.3 Nothing in this Agreement will exclude or limit the liability of OMRT and Customer if this cannot be excluded or limited under applicable law, such as in the case of willful misconduct or gross negligence by a Party.

22.4 Any losses for which OMRT can be held liable must be reported to OMRT in writing as soon as possible but no later than 3 (three) months after the losses have occurred, failing which the right to claim the losses is waived by Customer. This Clause 22.4 does not apply if Customer can prove that the losses could not be reported within the stipulated period for a valid reason.

22.5 Any liability claim against OMRT lapses six (6) months after Customer became or could reasonably have become aware of the event.

23. Indemnities

23.1 Customer is fully and solely responsible and liable for the use by Customer and End-Users of Services and the Platform, and for the strict compliance of such use with applicable law and the Agreement. This means for example that:

23.1.1 Customer is required and solely responsible for checking both the Input and Input-based Output Data for, among other things, accuracy, integrity, legality, reliability, completeness and suitability;

23.1.2 Customer is responsible for backing up and storing the Input, Output Data and Account Information;

23.1.3 When using the Platform, the Customer assesses whether the Output Data is suitable for sharing with third parties.

Customer indemnifies and holds OMRT and its employees, agents, affiliates, officers, and directors harmless from and against all claims, actions, proceedings, liability, loss, cost, penalty, damage or expense, including reasonable attorney's fees, arising out of or related to (i) any use of the Services by Customer or its End-Users, including any claims made by other third parties (e.g. relating to Input or Output Data that results from Input), and (ii) any breach by Customer of the warranties under the Agreement (e.g. any claim of a third party alleging that making any of the works available and/or the use, maintenance, processing, installation or integration set out in Clause 10.10 infringes a right of that third party).

23.2 OMRT indemnifies Customer against any claim or proceeding brought against Customer to the extent that such claim or proceeding alleges that Customer's use of the Platform in accordance with this Agreement constitutes an infringement of a third party's Intellectual Property Rights to the extent enforceable in the Netherlands ("**IP Claim**").

23.3 An indemnifying Party under this Clause 23 will have the right to conduct the defense of any claim covered by this Clause 23 and all negotiations for its settlement, except that the other Party may, in its sole discretion, participate in the defense of any such claim at the other Party's expense. Without limiting the foregoing, the indemnifying Party may not, without the other Party's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened claim, unless the settlement unconditionally releases the other Party of all liability, the settlement does not affect the other Party's Intellectual Property Rights, and the indemnifying Party pays any settlement fees.

24. Force Majeure

24.1 If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under this Agreement other than any obligation to make a payment, that obligation will be suspended for the duration of the Force Majeure Event.

24.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must (i) promptly notify the other, and (ii) inform the other of the period for which it is estimated that such failure or delay will continue.

24.3 If a Force Majeure Event situation lasts for more than sixty days, either Party has the right to terminate the Agreement. In such event, all that has already been performed under the Agreement must be paid for on a proportional basis, without anything else being due by either Party to the other Party.

25. Miscellaneous

- 25.1 Failure by OMRT to exercise any of its rights under, or to enforce any provision of, the Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision.
- 25.2 If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of the Agreement will remain in full force and effect.
- 25.3 The Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of the Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter. The Agreement may only be amended by a written agreement between the Parties. However, OMRT reserves the right to unilaterally change the Acceptable Use Policy. OMRT will announce any material changes and additions to the Acceptable Use Policy at least thirty days ahead to Customer.
- 25.4 All notices or other correspondence between OMRT and Customer will be provided to the contact information as specified on the Commercial Agreement(s) and in writing via e-mail (explicitly excluding messaging apps such as WhatsApp, Jira, Slack). If any changes to the contact information arise, the relevant Party shall notify, in writing, the other Party thereof as soon as practicable. As long as no notice to this regard is received by the other Party, the other Party may rely on the contact information known to it.
- 25.5 OMRT has the right to transfer its rights and obligations under the Agreement to a third party that takes over the Platform or the relevant business activity from it.
- 25.6 OMRT is entitled to sell, transfer or pledge (*verpanden*) any claims it has to payment of any sums due to a third Party.
- 25.7 Customer is not entitled to sell, transfer or pledge (*verpanden*) its rights and obligations under an agreement to a third Party.

26. Applicable Law and Jurisdiction

- 26.1 The Agreement, and any (non-)contractual claims in connection with the Agreement, shall be governed by and construed in accordance with the laws of the Netherlands.
- 26.2 All disputes, contractual or otherwise, resulting from or arising in connection with this Agreement shall be exclusively submitted to the Amsterdam District Court (*Rechtbank Amsterdam*), the Netherlands.