

GENERAL TERMS AND CONDITIONS

UT-AVW-0001

Version 1.1 · 1 October 2026

General Terms and Conditions Upward Technologies

Terms and conditions for software development, software licences, SaaS, AI applications, hosting, maintenance, support and advisory services.

PROVIDER

Upward Technologies B.V.

registered office in Breda
Minister Kanstraat 16 F, 4815 HG Breda, the Netherlands
KvK 42169743 · RSIN 870020870
info@upwardtech.nl

These general terms and conditions consist of a general part (chapters 1 to 3) that applies to every agreement, and chapters with additional provisions per type of service (chapters 4 to 11). A chapter on a particular service applies to the extent that Upward Technologies provides that service.

CONTENTS

Chapter 1. General provisions
Chapter 2. Laws and regulations
Chapter 3. Information security
Chapter 4. Processing of personal data
Chapter 5. Data sharing and switching
Chapter 6. AI applications and Software as a Service
Chapter 7. Software licences
Chapter 8. Development of software and websites
Chapter 9. Maintenance and support
Chapter 10. Advisory services
Chapter 11. Hosting

Chapter 1. General provisions

Article 1. Definitions

1.1 In these general terms and conditions, the following terms have the meaning set out below.

Upward Technologies: Upward Technologies B.V., with its registered office in Breda, the Netherlands, registered in the Dutch trade register under number 42169743.

Client: any natural person or legal entity to whom Upward Technologies makes an offer or with whom Upward Technologies enters into an agreement.

Agreement: any arrangement between Upward Technologies and the Client for the supply of products or services, including the quotation, the order confirmation and the annexes.

Services: all products, work and performance that Upward Technologies provides under the

agreement.

Software: computer programs, apps, AI applications, associated data and databases, and the related user documentation.

Custom work: software or a website that Upward Technologies designs or develops on the instructions of the Client.

Error: an error as described in article 43.3.

In writing: on paper, by e-mail or by any other electronic means by which the content and the sender can be reliably established.

Article 2. Applicability

2.1 These general terms and conditions apply to every offer made by Upward Technologies and to every agreement under which Upward Technologies supplies products or services to the Client.

2.2 The parties record in the agreement what each of them will deliver, at what price and on what payment terms, and what is and is not included in the price. The provisions of these general terms and conditions apply to the extent that the parties have not expressly agreed otherwise in writing.

2.3 Purchasing conditions and other terms of the Client do not apply. Upward Technologies expressly rejects them.

2.4 If Upward Technologies supplies products or services of a third party, the licence or sales terms of that third party apply to those products or services in the relationship between Upward Technologies and the Client, provided that Upward Technologies has declared those terms applicable and the Client has had a reasonable opportunity to take note of them. Provisions in these general terms and conditions that deviate from them do not apply in that case. A Client as referred to in article 6:235 paragraph 1 or paragraph 3 of the Dutch Civil Code cannot invoke a failure by Upward Technologies to comply with this obligation.

2.5 If the terms of a third party do not apply or cease to apply for any reason, these general terms and conditions apply in full.

2.6 If a provision of these general terms and conditions is void or is annulled, the other provisions remain in full force. In that case, the parties will consult on a replacement provision that comes as close as possible to the original provision.

Article 3. Offers

3.1 Every offer and every other statement by Upward Technologies is without obligation, unless Upward Technologies indicates otherwise in writing.

3.2 The Client warrants the accuracy and completeness of the information that it, or someone on its behalf, provides to Upward Technologies and on which Upward Technologies bases its offer. Obvious typing errors are excluded.

Article 4. Prices and payment

4.1 All prices are in euros and exclusive of VAT and of other levies imposed by a government on a particular product or service.

4.2 An estimate by Upward Technologies is not binding. A budget stated by the Client only applies as a fixed price if the parties have expressly agreed so in writing.

4.3 If the Client consists of more than one natural person or legal entity, each of them is jointly and severally liable for the performance of the agreement.

4.4 The records of Upward Technologies constitute full evidence of the work performed and of the amounts owed by the Client for it. The Client may provide evidence to the contrary.

4.5 If the Client pays periodically, Upward Technologies may adjust its prices and rates in writing in accordance with the index or other standard and at the time set out in the

agreement. If the agreement does not provide for price adjustment, Upward Technologies may adjust its prices and rates no more than once a year, with at least three months' written notice. If, in the latter case, the Client does not agree with the adjustment, it may terminate the agreement in writing within thirty days of the notice, with effect from the date on which the new prices would take effect. Upward Technologies may pass on price increases by its suppliers to the Client.

4.6 The parties agree in the agreement when Upward Technologies will invoice its fees. The Client shall pay within thirty days of the invoice date, unless a different payment term is stated in the quotation, the agreement or on the invoice. The Client may not suspend payment or set off any amounts.

4.7 If the Client does not pay, or does not pay on time, it owes the statutory commercial interest on the outstanding amount, without any reminder or notice of default being required. If the Client still does not pay after a reminder or notice of default, Upward Technologies may hand over the claim for collection. In that case, the Client shall pay, in addition to the amount due, all reasonable judicial and extrajudicial costs, including the costs of external experts. The other statutory and contractual rights of Upward Technologies remain unaffected.

Article 5. Term

5.1 If the agreement is a continuing agreement, the term agreed by the parties applies. If no term has been agreed, the term is one year.

5.2 Unless the law provides otherwise, an agreement for a fixed term is tacitly renewed each time for the original term, up to a maximum of one year per renewal. This does not apply if either party gives written notice of termination no later than three months before the end of the current period.

Article 6. Confidentiality

6.1 The parties shall keep confidential all information they receive from each other and that they know, or should reasonably understand, to be confidential. Information is in any case confidential if a party has clearly marked it as such. The receiving party shall use confidential information only for the purpose for which it was provided.

6.2 The duty of confidentiality does not prevent a party from disclosing confidential information to a third party to the extent necessary (a) on the basis of a court decision, a statutory provision or an order of an authority, (b) for a notification to a competent authority or (c) for the proper performance of the agreement. If disclosure to a third party is permitted under the agreement, the Client shall ensure that this third party is also bound by confidentiality.

6.3 Upward Technologies shall ensure that everyone who processes personal data for the Client under its responsibility is bound by a duty of confidentiality.

6.4 The Client acknowledges that the content of the products and services made available by Upward Technologies, or by a third party through Upward Technologies, including software, is always confidential and contains trade secrets of Upward Technologies, its suppliers or the makers of those products and services.

Article 7. Retention of title, suspension and risk

7.1 Goods delivered by Upward Technologies to the Client remain the property of Upward Technologies until the Client has paid in full all amounts owed under the agreement. If the Client acts as a reseller, it may resell and deliver goods subject to retention of title to the extent customary in its normal course of business.

7.2 For goods intended for export, the property law effects of the retention of title are governed by the law of the country of destination, if that law is more favourable to Upward

Technologies.

7.3 Rights are granted or transferred to the Client on condition that the Client has paid all amounts owed under the agreement.

7.4 As long as the Client has not paid everything it owes, Upward Technologies may retain goods, data, documents and software that it has received or created under the agreement, even if it would otherwise be obliged to hand them over or transfer them. In that situation, Upward Technologies may also suspend its services.

7.5 The risk of loss, theft, misappropriation or damage of goods, data, security means, documents and software that are created, delivered or used under the agreement passes to the Client as soon as they are in the actual control of the Client or of someone acting on its behalf.

Article 8. Intellectual property

8.1 All intellectual property rights in what Upward Technologies develops or makes available to the Client under the agreement vest exclusively in Upward Technologies, its licensors or its suppliers. This applies, among other things, to software, websites, data files, databases, equipment, training and examination material, analyses, designs, documentation, reports, quotations and preparatory material. The Client only acquires the rights of use expressly granted to it in these general terms and conditions, in the written agreement or under mandatory law. Every right of use of the Client is non-exclusive and non-transferable, non-pledgeable and non-sublicensable.

8.2 The Client may not modify what has been made available to it, may not use it for training AI, and may not apply scraping, data mining or similar techniques to it.

8.3 Upward Technologies is only obliged to transfer an intellectual property right if the parties have expressly agreed so in writing. If the parties agree in writing that an intellectual property right in software, websites, data files, equipment, know-how or other works or materials is transferred to the Client, Upward Technologies remains entitled to:

- a. use and exploit the underlying components, such as designs, algorithms, documentation, works, protocols and standards, without restriction for other purposes, for itself or for third parties;
- b. use and exploit the general ideas, principles and programming languages underlying or used for the work for other purposes, for itself or for third parties;
- c. carry out similar or derived developments for itself or for third parties.

8.4 The Client may not remove, add or alter any notices regarding confidentiality, copyrights, trademarks, trade names or other intellectual property rights in the services, software, websites, data files, equipment or other works and materials, nor have anyone else do so.

8.5 Upward Technologies indemnifies the Client against claims by third parties alleging that software, websites, data files, equipment or other materials developed by Upward Technologies itself infringe their intellectual property rights. This indemnity applies on condition that the Client informs Upward Technologies promptly in writing of the existence and content of the claim, leaves the handling of the claim, including any settlement, entirely to Upward Technologies, and gives Upward Technologies all powers of attorney, information and cooperation necessary for the defence. The indemnity lapses if the infringement relates to (i) works or materials that the Client itself provided to Upward Technologies, for example for use, editing, processing or maintenance, or (ii) changes that the Client made or had made without the written consent of Upward Technologies. If it has been irrevocably established that there is an infringement, or if Upward Technologies itself expects that this is the case, Upward Technologies will where possible ensure that the Client can continue to use what was delivered, or something functionally equivalent. Upward Technologies has no other or further indemnification obligations.

8.6 The Client warrants that no rights of third parties preclude the provision to Upward Technologies and the processing by Upward Technologies of equipment, software, material

intended for websites, data and other materials, designs and works. The Client shall also ensure the necessary licences and consents for this purpose. The Client indemnifies Upward Technologies against claims by third parties alleging that such provision, use, maintenance, editing, processing, installation or integration infringes their rights.

8.7 Upward Technologies may use the name, logo and trademark of the Client in its external communications.

Article 9. Performance of the services

9.1 Upward Technologies shall use its best efforts to perform the services with care, where applicable in accordance with the arrangements and procedures agreed in writing with the Client. All services are performed on the basis of an obligation of effort, unless Upward Technologies has expressly promised a result in the written agreement and that result is described in it with sufficient precision.

9.2 If the Client deviates from advice or recommendations of Upward Technologies, or insists on a wish or instruction that Upward Technologies has described as unrealistic, unsuitable or technically unfeasible, Upward Technologies is not liable for the consequences, such as damage or additional work.

9.3 Even if the agreement was entered into with a view to performance by a specific person, Upward Technologies may replace that person with one or more other persons with the same or similar qualifications.

9.4 Upward Technologies is not obliged to follow instructions of the Client in performing the services, in particular not if they change or extend the content or scope of the agreed services. If Upward Technologies does follow such instructions, it may charge the work at its usual rates.

9.5 At the request of the Client, Upward Technologies shall use reasonable efforts to cooperate within a reasonable period in the exit activities necessary for the transition to another supplier or to the Client itself. Upward Technologies may charge these activities at its usual rates.

9.6 Upward Technologies is not obliged to carry out data conversion, unless this has been expressly agreed in writing.

Article 10. Service levels

10.1 Arrangements on a service level (service level agreement) only apply if they have been expressly agreed in writing. The Client shall always inform Upward Technologies without delay of all circumstances that may affect the service level or availability.

10.2 If service level arrangements have been made, the availability of software, systems and related services is measured without taking into account previously announced downtime for preventive, corrective or adaptive maintenance or other forms of service, and without taking into account circumstances beyond the control of Upward Technologies. The availability measured by Upward Technologies constitutes full evidence, subject to evidence to the contrary by the Client.

Article 11. Cooperation and information

11.1 The parties acknowledge that, in performing its work, Upward Technologies depends on proper and timely cooperation and exchange of information with the Client. The Client shall always provide all reasonable cooperation and all information in good time.

11.2 The Client warrants the accuracy, completeness, quality, relevance and representativeness of the data, information, designs and specifications that it, or someone on its behalf, provides to Upward Technologies. If these contain apparent inaccuracies, Upward Technologies will make enquiries with the Client.

11.3 Upward Technologies is not obliged to warn the Client of risks outside the scope of the

agreement. If it does so nonetheless, this is without obligation and does not give rise to any obligation or liability on the part of Upward Technologies.

11.4 The Client shall appoint one or more contact persons for the duration of the work. These contact persons have the necessary experience, specific subject knowledge and insight into the objectives the Client wishes to achieve.

11.5 The Client bears the risk of the selection of the goods and services supplied by Upward Technologies. The Client shall exercise the utmost care to ensure that the requirements it sets for the performance are correct and complete. Dimensions and data in drawings, images, catalogues, websites, quotations, advertising material and standard sheets are not binding on Upward Technologies, unless Upward Technologies has expressly stated otherwise.

11.6 If the Client deploys its own staff or auxiliary persons in the performance, they shall have the necessary knowledge and experience.

11.7 If employees of Upward Technologies work at the Client's premises, the Client shall provide the necessary facilities, such as a workplace with computer and network facilities, in good time and free of charge. Upward Technologies is not liable for damage or costs caused by transmission errors, malfunctions or unavailability of these facilities, unless the Client proves that the damage or costs are the result of intent or deliberate recklessness of the management of Upward Technologies.

11.8 The Client's workplace and facilities shall comply with all statutory requirements. Before the work starts, the Client shall inform the employees of Upward Technologies of its house, information and security rules. The Client indemnifies Upward Technologies against claims by third parties, including employees of Upward Technologies, who suffer damage in connection with the performance of the agreement as a result of acts or omissions of the Client or of unsafe situations in its organisation.

11.9 The Client is responsible for the management, including checking the settings, and the use of the products and services supplied, and for the way in which it uses their results. The Client is also responsible for instructing its users and for their use.

11.10 The Client shall itself provide the necessary equipment, infrastructure and supporting software, on its own premises or in the cloud. On infrastructure it manages, it shall itself install, set up, configure, parameterise and tune the necessary (auxiliary) software, convert and upload data and make back-ups. Where necessary, it shall adapt the infrastructure, equipment, other software and user environment used, keep them up to date and achieve the interoperability it desires.

11.11 Upward Technologies supplies available user documentation in Dutch or English, in a format determined by Upward Technologies. The Client shall assess whether the documentation is suitable for its users and provide explanations where necessary.

Article 12. Project and steering groups

12.1 If both parties participate in a project or steering group with one or more employees, information is shared in the manner agreed for that group.

12.2 Decisions of a project or steering group in which both parties participate only bind Upward Technologies if they were made in the manner agreed by the parties in writing or, if nothing has been agreed, if Upward Technologies has accepted the decision in writing. Upward Technologies is not obliged to accept or implement a decision if, in its opinion, it is incompatible with the content or proper performance of the agreement.

12.3 The Client warrants that the persons it has appointed to a project or steering group are authorised to make decisions binding on it.

Article 13. Changes and additional work

13.1 If Upward Technologies, at the request or with the prior consent of the Client, performs

work or other services outside the content or scope of the agreed work, the Client shall pay for it at the agreed rates or, failing that, at the usual rates of Upward Technologies. Upward Technologies is not obliged to comply with such a request and may require a separate written agreement to be concluded for it.

13.2 The Client is aware that changes may lead to additional work and to a shift in delivery periods and completion dates. New periods and dates communicated by Upward Technologies replace the previous ones.

13.3 If a fixed price has been agreed, Upward Technologies shall, on request, inform the Client in writing of the financial consequences of the additional work.

Article 14. Deadlines

14.1 Upward Technologies shall make reasonable efforts to meet, as far as possible, the periods and completion dates it has stated or that the parties have agreed, including final periods or dates. Interim completion dates are target dates. They do not bind Upward Technologies and are always indicative.

14.2 If a period threatens to be exceeded, the parties shall consult on the consequences for further planning. In all cases, including where a final period or date has been agreed, Upward Technologies is only in default after the Client has given it written notice of default setting a reasonable period to remedy the failure, and that period has expired without remedy. The notice of default shall describe the failure as completely and in as much detail as possible, so that Upward Technologies is able to respond adequately.

14.3 If it has been agreed that the work will be performed in phases, Upward Technologies may postpone the start of the work of a phase until the Client has approved the results of the preceding phase in writing.

14.4 Upward Technologies is not bound by any period or completion date, including a final one, if the parties have agreed a change in the content or scope of the agreement (such as additional work or changed specifications) or in the approach to its performance, or if the Client fails to meet its obligations, or fails to meet them on time or in full. The fact that additional work is needed or requested during performance does not entitle the Client to terminate or rescind the agreement.

Article 15. Rescission and termination

15.1 A party may only rescind the agreement for an attributable failure if the other party fails to perform material obligations, and in all cases only after a written notice of default, as detailed as possible, setting a reasonable period for remedy. Payment obligations and all obligations of the Client, or of a third party it engages, to cooperate or provide information always count as material obligations.

15.2 If, at the time of rescission, the Client has already received performance, that performance and the related payment obligations will not be undone, unless the Client proves that Upward Technologies is in default with respect to the essential part of that performance. Amounts invoiced by Upward Technologies before the rescission for what it has already properly performed or delivered remain due in full, subject to the previous sentence, and become immediately payable upon rescission.

15.3 An agreement for an indefinite period which by its nature and content does not end by completion may be terminated in writing by either party after proper consultation and stating reasons. If no notice period has been agreed, a reasonable notice period applies. Upward Technologies is not liable for any damages on account of termination.

15.4 The Client may not terminate a contract for services entered into for a fixed term, or an agreement that ends by completion, prematurely.

15.5 Either party may terminate the agreement in whole or in part in writing with immediate effect and without notice of default if (i) the other party is granted a suspension of

payments, whether or not provisionally, (ii) bankruptcy of the other party is applied for, or (iii) the business of the other party is liquidated or discontinued, other than for a reconstruction or merger of businesses. Upward Technologies may also terminate the agreement in whole or in part with immediate effect and without notice of default if decisive control over the Client's business changes directly or indirectly, but will not do so on unreasonable grounds. Upon termination under this paragraph, Upward Technologies is not obliged to refund any amounts received or to pay any damages.

15.6 As soon as the Client has been irrevocably declared bankrupt, its right to use the intellectual property rights made available, including the use of software and other rights of use, and its right to access and use the services, end. No termination by Upward Technologies is required for this.

Article 16. Liability

16.1 The total liability of Upward Technologies, for an attributable failure or on any other legal basis, including failure to comply with warranties or indemnities, is limited as set out in this article.

16.2 Direct damage is compensated up to a maximum of the price, excluding VAT, stipulated for the agreement concerned. If the agreement is mainly a continuing agreement with a term of more than one year, the stipulated price is set at the total of the fees, excluding VAT, stipulated for one year. The total liability of Upward Technologies for direct damage, on any legal basis, shall never exceed EUR 500,000 (five hundred thousand euros).

16.3 Liability for damage caused by death, bodily injury or material damage to property is limited to EUR 1,750,000 (one million seven hundred and fifty thousand euros).

16.4 Upward Technologies is not liable for indirect damage, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage resulting from claims of customers of the Client, damage related to the use of goods, materials or software of third parties prescribed by the Client, and damage related to the engagement of suppliers prescribed by the Client.

16.5 Articles 16.2 to 16.4 do not affect the other exclusions and limitations of liability in these general terms and conditions.

16.6 The exclusions and limitations in articles 16.2 to 16.5 do not apply to the extent that the damage is the result of intent or deliberate recklessness of the management of Upward Technologies.

16.7 Unless performance is permanently impossible, Upward Technologies is only liable for an attributable failure if the Client promptly gives it written notice of default setting a reasonable period for remedy, and Upward Technologies still attributably fails to perform after that period. The notice of default shall describe the failure as completely and in as much detail as possible, so that Upward Technologies is able to respond adequately.

16.8 A right to compensation only arises if the Client reports the damage to Upward Technologies in writing as soon as possible after it has arisen. Every claim for damages against Upward Technologies lapses twenty-four months after the claim arose, unless the Client has instituted legal proceedings for compensation of the damage before the end of that period.

16.9 The Client indemnifies Upward Technologies against all claims by third parties for product liability due to a defect in a product or system that the Client supplied to a third party and that consisted in part of equipment, software or other materials of Upward Technologies, unless and to the extent that the Client proves that the damage was caused by that equipment, software or those materials.

16.10 All limitations and exclusions of liability in these general terms and conditions also apply for the benefit of all natural persons and legal entities that Upward Technologies or its suppliers engage in the performance of the agreement.

Article 17. Force majeure

17.1 A party is not obliged to perform any obligation, including any statutory or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of Upward Technologies includes, among other things: (i) force majeure of its suppliers, (ii) failure of suppliers prescribed by the Client to properly perform their obligations, (iii) defects in goods, equipment, software or materials of third parties whose use the Client has prescribed, (iv) government measures, including import and trade restrictions, (v) fire and power failures, (vi) failures of digital infrastructure and telecommunication facilities, (vii) strikes and pandemics, (viii) (cyber)crime, (cyber)vandalism, war and terrorism, and (ix) general transport problems.

17.2 If the force majeure lasts longer than sixty days, either party may rescind the agreement in writing. What has already been performed under the agreement is then settled proportionally. The parties owe each other nothing further.

Article 18. Transfer of rights and obligations

18.1 The Client may not sell, transfer or pledge its rights and obligations under the agreement to a third party without the prior consent of Upward Technologies.

18.2 Upward Technologies may sell, transfer or pledge its claims for payment of fees to a third party.

Article 19. Applicable law and disputes

19.1 The agreements between Upward Technologies and the Client are governed by Dutch law. The Vienna Sales Convention (1980) does not apply.

19.2 Disputes between the parties are settled by arbitration in accordance with the Arbitration Rules of the Stichting Geschillenoplossing Automatisering (www.sgoa.eu). Both parties retain the right to seek relief in (arbitral) summary proceedings and to take precautionary measures. The place of arbitration is Amsterdam or another place designated in the Arbitration Rules.

19.3 If a dispute falls within the jurisdiction of the subdistrict court (kantonrechter), either party may, in deviation from article 19.2, bring the case as a subdistrict case before the legally competent court in the Netherlands. This option lapses as soon as arbitration proceedings regarding that dispute have been initiated under article 19.2. If the case has previously been brought before the legally competent court in accordance with this paragraph, the subdistrict court of that court has jurisdiction.

19.4 Either party may start ICT mediation in a dispute in accordance with the ICT Mediation Rules of the Stichting Geschillenoplossing Automatisering. The other party is then obliged to participate actively in that mediation, which means at least attending one joint meeting of the mediators and the parties. After that first meeting, either party may end the mediation at any time. This paragraph does not prevent a party from starting (arbitral) summary proceedings or taking precautionary measures.

Chapter 2. Laws and regulations

This chapter always applies, regardless of which product or service Upward Technologies supplies. It sets out, among other things, how the parties deal with obligations under the GDPR, NIS2, DORA, the Cyber Resilience Act, the AI Act, the Data Act, the Digital Services Act and the regulation on terrorist content online.

Article 20. Use for the intended purpose and

regulatory compliance

20.1 The Client shall use all products and services exclusively for the purpose determined by Upward Technologies or the manufacturer. Upward Technologies is not liable for damage resulting from any other use, even if that use was foreseeable.

20.2 If, when entering into the agreement, the Client requires a particular certification, Upward Technologies may suffice with an alternative certification that sets substantively comparable requirements.

20.3 Before putting a product or service into use, the Client shall check whether it complies with the legislation applicable to the Client and whether the correct documentation is available, such as technical information, user information, declarations of conformity and certifications, including CE markings.

20.4 Given the extent of (sector-specific) legislation, Upward Technologies cannot promise that a product or service complies, or will continue to comply, with all laws and regulations applicable to the Client when using it. Upward Technologies does not guarantee that a product or service will be adapted in time to changes in laws and regulations.

20.5 If the Client can demonstrate that, due to changed laws or regulations, it is essential for the Client or for Upward Technologies that Upward Technologies adapts its products or services or makes documentation available, the Client shall inform Upward Technologies of this in writing and in as much detail as possible. The parties will then consult on whether, how and within what period effect can be given to those regulations. If Upward Technologies is willing to adapt its product or service, or to extend it with additional products or services of its own or of a third party, it may charge costs for this in line with its usual rates. If Upward Technologies cannot reasonably, or does not wish to, comply with the legislation necessary for the Client, and the Client demonstrates that it has no option other than to comply with it, Upward Technologies shall inform the Client accordingly. Either party may then terminate the part of the agreement that does not comply with those regulations in accordance with the applicable arrangements. Upward Technologies is not obliged to refund any amounts received or to pay any damages on account of such termination.

20.6 If the Client is legally obliged to have employees of Upward Technologies participate in security awareness programmes, Upward Technologies shall have its employees who are directly involved in the services to the Client participate, provided this does not place a disproportionate burden on its organisation. Upward Technologies may charge reasonable costs for this. If Upward Technologies demonstrates that its employees have already completed a comparable programme with it or with a third party, further participation is not required.

Article 21. Responsibility for data

21.1 The Client is responsible for the data processed using the products and services of Upward Technologies. The Client warrants that the content, use and processing of that data are not unlawful and do not infringe any rights of third parties. In particular, the Client shall respect the intellectual property rights, privacy and other rights of third parties, shall not distribute data in violation of the law, shall not gain unauthorised access to systems, shall not distribute viruses or other harmful programs or data, shall not distribute terrorist content and shall not commit criminal offences or other breaches of statutory obligations.

21.2 The Client indemnifies Upward Technologies against all claims by third parties, on any legal basis, relating to the processing of data or the performance of the agreement, unless the Client proves that the facts on which the claim is based are attributable to Upward Technologies.

Article 22. Notices and measures

22.1 Upward Technologies may deploy measures and tools for content moderation. It is not obliged to actively monitor or investigate illegal or unlawful activities, even if it monitors or intervenes in a particular case.

22.2 Unless agreed otherwise, the contact details of the Client known to Upward Technologies serve as the central point of contact.

22.3 Upward Technologies may always take measures, whether or not following a notice from a third party, to comply with laws and regulations, to prevent or limit (threatened) liability towards third parties, or to comply with an instruction or request from an authority. Such measures may consist of (temporarily) removing data or making it inaccessible, suspending customers, restricting access to or use of the service, and suspending or terminating the service in whole or in part. Where possible, Upward Technologies may first ask the Client in writing to remove certain data. The Client shall then remove that data from the systems of Upward Technologies without delay.

22.4 Upward Technologies cannot be required to carry out extensive legal research into the validity of claims of third parties or of the Client's defence, or to become involved in any way in a dispute between the Client and a third party. The Client shall handle a conflict with a third party itself and inform Upward Technologies in writing, with sufficient supporting documentation.

22.5 Upward Technologies is not liable for any damage arising from this article.

Article 23. Authorities, information and audits

23.1 If the Client, on the basis of a request, instruction, statutory obligation or order, is going to make a report to an authority concerning a product or service of Upward Technologies, it shall inform Upward Technologies without delay and enable Upward Technologies to provide the information necessary for that purpose.

23.2 If Upward Technologies has a statutory obligation to share information or to demonstrate compliance with certain (security) obligations, or if there is a statutory right to audit or to access certain locations, the parties shall make further arrangements. If there are no such arrangements, the procedure in articles 23.3 to 23.5 applies.

23.3 The Client shall first send Upward Technologies a written request, as detailed as possible, for the legally required information or cooperation. Upward Technologies shall make the required information available within a reasonable period. That information may consist, among other things, of a relevant certification, a valid Data Pro Verified label or an audit report by an independent expert engaged by Upward Technologies for that purpose (third party memorandum). If the request concerns data sharing under the Data Act, chapter 5 applies.

23.4 If the Client is nevertheless unable, with that information, to comply with its statutory obligations or with instructions of a competent authority, or if a contractual right to audit or access has been agreed, the Client may, at its own expense, have an audit carried out no more than once a year, and in any case no more often than strictly necessary, or, where reasonably possible, obtain access for an inspection to the locations where the services are provided. The audit or inspection is carried out by an independent, certified external expert with demonstrable experience in this field, and is limited to the question whether Upward Technologies complies with its statutory obligations towards the Client and with the arrangements in the agreement. The expert is bound by confidentiality, reports only what is necessary for the duty to inform a competent authority or if he establishes an attributable failure, and provides Upward Technologies with a copy of the report. Upward Technologies may refuse an expert, audit, instruction or access if, in its opinion, it is contrary to the law, its competitive position would be harmed by the expert, or the audit constitutes an unacceptable infringement of its security measures.

23.5 The parties shall consult as soon as possible on the results of the report and shall follow the improvement measures proposed in it to the extent that this can reasonably be

expected of them. Upward Technologies shall implement the proposed measures to the extent that, in its opinion, they are appropriate, taking into account the risks of its product or service, the state of the art, the costs of implementation, the market in which it operates and the intended use of the product or service.

23.6 If there is an incident involving a product or service of Upward Technologies, Upward Technologies shall, where necessary and legally required for the Client, reasonably provide further information and assistance.

23.7 Upward Technologies may charge the Client the reasonable costs it incurs in performing this article.

23.8 If Upward Technologies makes a notification to an authority, whether mandatory or not, or cooperates with a request from an authority, it is not liable for damage suffered by the Client or a third party as a result.

23.9 The Client may not recover an administrative fine imposed on it by an authority from Upward Technologies on any legal basis.

Chapter 3. Information security

This chapter applies, regardless of which product or service Upward Technologies supplies, if Upward Technologies is required by laws, regulations or the agreement to comply with certain security standards.

Article 24. Security level

24.1 The security of the products and services complies with the security specifications agreed in writing between the parties. If no express specifications have been agreed, the security is at a level that is not unreasonable, taking into account the state of the art, the costs of implementation, the nature, scope and context of the product or service and the data contained in it to the extent known to Upward Technologies, the purpose intended by Upward Technologies, the likelihood and severity of use foreseeable to Upward Technologies and the associated risks, the consequences of incidents and the rights and freedoms of data subjects.

24.2 Upward Technologies does not guarantee that the security is effective under all circumstances.

Article 25. Security means

25.1 Security means that the Client receives through Upward Technologies, such as multi-factor authentication, encryption, access and identification means, codes and certificates, are confidential. The Client shall treat them as such and disclose them only to persons it has specifically authorised for that purpose.

25.2 Upward Technologies may change or replace assigned security means.

25.3 The Client is responsible for the management of the security means and authorisations, including issuing, adjusting and revoking them in good time, and shall ensure proper management of access credentials, including the use of strong passwords and password management.

25.4 Upward Technologies is not liable for damage or costs resulting from the use or misuse of access or identification codes, certificates or other security means, unless the misuse is the direct result of intent or deliberate recklessness of the management of Upward Technologies.

Article 26. Responsibilities of the Client

26.1 If security activities or the testing thereof, for example by means of threat led penetration tests, relate to software, equipment or infrastructure not supplied by Upward

Technologies, the Client warrants that all licences and approvals necessary to carry out those activities have been obtained. Upward Technologies is not liable for damage arising in connection with those activities, and the Client indemnifies Upward Technologies against any legal claim, on any legal basis, in connection with those activities.

26.2 The Client itself assesses whether the products and services are appropriate and proportionate in view of the security risks for its organisation as a whole, and whether appropriate technical and organisational measures have thereby been taken to comply with the statutory security requirements applicable to it and to sufficiently safeguard the rights of data subjects. The Client shall adequately secure its own systems and infrastructure and ensure sufficient back-ups.

26.3 If the Client considers that the security measures of Upward Technologies are insufficient to meet its minimum statutory obligations, it shall inform Upward Technologies of this in writing and in as much detail as possible. Article 20.5 applies accordingly.

26.4 The Client shall make information from Upward Technologies on vulnerabilities, incidents, risk mitigation and corrective measures known to its users where necessary.

26.5 The Client shall report incidents, possible security breaches, vulnerabilities and gaps in security to Upward Technologies or the manufacturer as soon as possible.

26.6 If the Client discovers a possible breach, vulnerability or gap in a product or service of which Upward Technologies is not the manufacturer, and it has not received a contact address of the manufacturer, it may submit the report to Upward Technologies through the usual channels. Upward Technologies will then forward the report to the correct contact person of the manufacturer.

Article 27. Changes to security

27.1 Upward Technologies may always take technical and organisational measures to protect the products and services to which the Client has direct or indirect access. It may also use those measures to monitor compliance with the agreed restrictions on the content, duration or purpose of use.

27.2 Upward Technologies may adjust the security measures at any time if this is necessary due to changed legislation or circumstances in order to maintain an appropriate level of security. It records important changes to the security and informs the Client of them where relevant.

27.3 Upward Technologies or an authority may give the Client instructions to prevent or limit incidents or their consequences, for example on installing security updates or changing settings of security means. If the Client does not follow such instructions, or does not follow them in time, Upward Technologies is not liable and the Client indemnifies Upward Technologies for the resulting damage.

27.4 The Client shall not remove or circumvent any security measures, security means or technical provisions, nor have others do so. The Client shall not use coercive means or exploit gaps in the technical infrastructure of Upward Technologies.

27.5 The Client may request Upward Technologies to take additional security measures. Upward Technologies is only obliged to do so after the parties have agreed those measures in writing. Upward Technologies may charge its usual rates for security updates and changes implemented at the request of the Client.

Article 28. Back-ups

28.1 Upward Technologies only makes back-ups of the Client's data if this is expressly part of the services in writing. In that case, it makes back-ups of the data on infrastructure it manages, at the agreed frequency or, if nothing has been agreed, at least once a week. If no retention period has been agreed, Upward Technologies retains the back-ups for the period it customarily applies. Upward Technologies stores back-ups with care.

28.2 Upward Technologies only applies data segmentation or other mechanisms that allow the data of an individual client to be restored separately if this has been agreed in writing. Upward Technologies may charge its usual rates for making back-ups and applying such mechanisms.

28.3 Upward Technologies is not obliged to restore corrupted or lost data, other than by restoring, where possible, the most recent available back-up of that data. If no data segmentation or other mechanism for separating data has been agreed, it may not be possible to restore a back-up of the Client's data only.

28.4 If Upward Technologies offers the Client the technical possibility to make back-ups itself, the Client shall itself make sufficiently frequent back-ups of its data.

28.5 The Client remains responsible, also after the end of the services, for complying with the statutory administration and retention obligations that apply to it.

Chapter 4. Processing of personal data

This chapter applies if, in performing the agreement, Upward Technologies processes personal data as (sub)processor within the meaning of the General Data Protection Regulation (GDPR) for the controller. Together with the relevant provisions of chapters 1 to 3 and the practical arrangements on the processing in the agreement or in a separate annex, this chapter constitutes a data processing agreement as referred to in article 28(3) GDPR.

Article 29. Roles and instructions

29.1 Upward Technologies processes the personal data on behalf of the Client and in accordance with the written instructions agreed by the parties.

29.2 The Client, or its own principal, is the controller within the meaning of the GDPR. It has control over the processing and determines the purpose and means of the processing.

29.3 Upward Technologies is a processor within the meaning of the GDPR. It has no control over the purpose and means of the processing and therefore does not take decisions on, among other things, the use of the personal data.

29.4 Upward Technologies implements the GDPR as set out in these general terms and conditions and in the agreement.

29.5 The Client warrants that it acts in accordance with the GDPR and that the use and processing of the personal data are not unlawful and do not infringe the rights of others.

29.6 Unless the agreement expressly states otherwise, the products and services of Upward Technologies are not designed for the processing of special categories of personal data, data relating to criminal convictions and offences, or personal identification numbers issued by the government.

Article 30. Personal data breaches

30.1 If Upward Technologies discovers a personal data breach, it shall inform the Client without undue delay. If no arrangements on the method of notification have been made in the agreement, Upward Technologies will contact the Client in the usual manner.

30.2 The controller assesses whether a breach of which Upward Technologies has informed it must be reported to the supervisory authority or to data subjects. Reporting breaches always remains the responsibility of the controller. Upward Technologies is not obliged to report breaches to the supervisory authority or to data subjects.

30.3 Upward Technologies shall, where necessary, provide further information on the breach and cooperate in the provision of information the Client needs for a notification to the supervisory authority or to data subjects.

30.4 Upward Technologies may charge the Client the reasonable costs it incurs in doing so.

Article 31. Obligations upon termination

31.1 After the end of the data processing agreement, Upward Technologies shall, within a reasonable period, delete all personal data it has received from the Client and holds, in such a way that it can no longer be used and is no longer accessible. If agreed, Upward Technologies shall instead return the personal data to the Client in a machine-readable format. Upward Technologies may charge its usual rates for this.

31.2 Article 31.1 does not apply if a statutory provision prevents the deletion or return of the personal data in whole or in part. In that case, Upward Technologies will only continue to process the personal data to the extent required by its statutory obligations. Article 31.1 also does not apply if Upward Technologies is itself the controller of the personal data concerned.

Article 32. Rights of data subjects and DPIA

32.1 Upward Technologies shall, where possible, cooperate with reasonable requests of the Client relating to rights exercised by data subjects with the Client. If a data subject contacts Upward Technologies directly, Upward Technologies will, where possible, refer that person to the Client.

32.2 If the Client is obliged under the GDPR to carry out a data protection impact assessment (DPIA) or a prior consultation, Upward Technologies shall cooperate with it upon reasonable request.

32.3 Upward Technologies may charge its usual rates for the work under this article.

Article 33. Sub-processors

33.1 Upward Technologies states in the agreement whether it engages third parties (sub-processors) in processing personal data and, if so, which ones.

33.2 The Client authorises Upward Technologies to engage other sub-processors for the performance of its obligations under the agreement.

33.3 Upward Technologies informs the Client of changes in the sub-processors it engages. The Client may object to a change.

Chapter 5. Data sharing and switching

This chapter applies to the extent that Regulation (EU) 2023/2854 (Data Act) applies to the services of Upward Technologies, in particular if Upward Technologies provides data processing services such as SaaS, IaaS and PaaS.

Article 34. Data sharing requests

34.1 If no specific written arrangements on access to data have been made, the Client may submit a data sharing request through the usual channels of Upward Technologies. Upward Technologies only handles written requests that are sufficiently detailed. Upward Technologies may verify whether the request is lawful and whether, and to what extent, it is obliged to comply with it. The Client shall provide on request all information necessary for that purpose. If Upward Technologies itself has no access to the data concerned, it will, where possible, reasonably assist the Client in finding the right party.

34.2 Upward Technologies makes data it must provide under the Data Act available in a commonly used, machine-readable format. Upward Technologies is not obliged to implement the data at the recipient.

34.3 The Client ensures that it and the data recipient or any other third party comply without delay with requests from Upward Technologies under article 11 of the Data Act.

34.4 To the extent permitted by law, Upward Technologies may charge the Client and the data recipient switching charges, (ongoing) data extraction charges and reasonable compensation for making the data available. For additional services in connection with the

request, it may charge its usual rates.

Article 35. Switching or parallel use of data processing services

35.1 If the Client makes a data sharing request in respect of a data processing service, Upward Technologies shall provide at least the exportable data, with the exception of internal data the sharing of which entails a risk of breach of a trade secret and of assets or data protected by intellectual property rights. Upward Technologies is not obliged to make data available for testing and evaluation purposes or to facilitate this.

35.2 The Client shall state in its request, in detail:

- a. which data processing service or services it concerns;
- b. whether it wishes to switch and/or terminate the service and have the data erased (exit), or wishes to continue using the service of Upward Technologies (in parallel); and
- c. to which party or parties the data must be transferred, with the relevant contact details.

35.3 If the Client does not indicate within the notice period how the request should be carried out, Upward Technologies may treat the request as a request to erase the data and terminate the data processing service (exit).

35.4 The transitional period starts no later than two months after receipt of the request and lasts no more than thirty days. If this is technically unfeasible, Upward Technologies may, within fourteen working days of receipt of the request, inform the Client of an alternative transitional period of no more than seven months. The Client may once submit a written request, as detailed as possible, for a reasonable extension of the transitional period.

35.5 During the transitional period, Upward Technologies shall use reasonable efforts to take the measures necessary to carry out the request, exercise due care to maintain business continuity, continue to provide the services under the agreement and maintain the agreed or a comparable level of security. If the Client switches to another data processing service, Upward Technologies shall also provide reasonable assistance and inform the Client of the risks to the continuity of the service known to it.

35.6 If Upward Technologies supplies custom work, it is not obliged to facilitate functional equivalence in the use of the new data processing service or to ensure compatibility with common specifications based on open interoperability specifications or harmonised interoperability standards. In that case, Upward Technologies may charge its usual rates for carrying out the request.

Article 36. Termination on exit

36.1 If the Client has indicated in its request that it wishes to terminate the data processing service (exit), the agreement for that service ends, in deviation from article 15, by early termination at the end of the transitional period, provided that the switch has been completed successfully. If the Client has indicated that it does not wish to switch, the agreement ends by early termination two months after receipt of the request. The agreement for other products and services remains in force, unless the Client also expressly terminates it in accordance with the arrangements applicable to it.

36.2 After the end of the transitional period, the Client may still retrieve its data during the retrieval period applied by Upward Technologies. That period is at least thirty days after the end of the transitional period.

36.3 After the end of the retrieval period and after a successful switch, Upward Technologies shall, where possible, delete the exportable data and digital assets of the Client in such a way that they can no longer be used and are no longer accessible, unless Upward Technologies is subject to a statutory retention obligation.

36.4 In the event of early termination as referred to in this article, Upward Technologies may still invoice the agreed fees it could have charged up to the originally agreed end date as

compensation for the early termination.

Chapter 6. AI applications and Software as a Service

Article 37 applies if Upward Technologies makes available products or services in the field of artificial intelligence (AI), regardless of whether this is done as SaaS. Articles 38 to 40 apply if Upward Technologies provides services in the field of Software as a Service (SaaS), regardless of whether AI is used.

Article 37. AI applications

37.1 If Upward Technologies makes AI available, the Client shall use it exclusively in accordance with the purpose determined by the provider and with the instructions for use. If the Client acts in breach of this, with the result that the AI application becomes a high-risk AI system, the obligations under article 25(2) of the AI Act do not apply. Upward Technologies may always take corrective measures or withdraw, disable or recall the AI application if it no longer complies with the intended purpose, or if the Client, through its own actions, is regarded as the provider. Upward Technologies is not liable for any damages in that case.

37.2 The Client is aware that AI may contain a changing and self-learning technology, as a result of which outcomes and conclusions continuously develop and may change. Outcomes may depend on the input and context; AI may also adapt after deployment with the Client, produce different results on repeated use and show so-called model drift. Upward Technologies therefore does not guarantee that the results of an AI application are effective or correct under all circumstances or over time.

37.3 Unless expressly agreed otherwise in writing, the Client may not place its name or trademark on the AI application or make substantial modifications to the AI application.

37.4 If Upward Technologies or its supplier has set up a monitoring system, it may use the information in the AI application for that purpose. The Client shall cooperate by providing access to the AI application for the monitoring.

37.5 If the Client becomes aware of a serious incident, or believes that the AI application presents a risk as referred to in article 79 of the AI Act, it shall report this immediately and first to the provider or to Upward Technologies. The Client shall only report a serious incident to the competent authority if it can demonstrate that it cannot reach the provider of the AI application within the reporting period.

37.6 The Client may not use products and services made available by Upward Technologies in, or integrate them with, other AI applications without the express written consent of Upward Technologies. If Upward Technologies is willing to give that consent and the parties are then legally obliged to make further arrangements, Upward Technologies may charge costs for this at its usual rates. Such further arrangements do not affect intellectual property rights, confidential business information and trade secrets.

37.7 The Client shall ensure sufficient human oversight of the use of AI.

37.8 The Client shall ensure a sufficient level of AI literacy among its staff and other persons who use the AI application on its behalf.

37.9 Depending on the manner in which (parts of) the AI application are made available, in addition to this article and chapters 1 to 5, the other articles of this chapter and of the following chapters may also apply.

Article 38. Provision of the SaaS service

38.1 In these general terms and conditions, SaaS means: the remote provision and maintenance of functionality by Upward Technologies via the internet or another data

network, without the Client receiving a physical carrier or download of the underlying software. This functionality may contain (components of) AI.

38.2 Upward Technologies provides the SaaS service on the instructions of the Client. The Client shall use the SaaS service exclusively for its own organisation and only to the extent necessary for the use intended by Upward Technologies. The Client may not allow third parties to use the SaaS service.

38.3 Upward Technologies may change the content or scope of the SaaS service. If the changes are substantial and the Client's procedures must change as a result, Upward Technologies shall inform the Client as soon as possible. The costs of those changes are borne by the Client. If the costs are considerable, the Client may terminate the agreement in writing with effect from the date on which the change takes effect, unless the change relates to changed legislation or requirements of authorities, or Upward Technologies bears the costs of the change itself.

38.4 Upward Technologies may continue the SaaS service using a new or modified version of the underlying software. It is not obliged to maintain, change or add specific features or functionalities for the Client.

38.5 Upward Technologies may temporarily take the SaaS service out of service, in whole or in part, for maintenance or other forms of service. It keeps the interruption as short as possible and preferably schedules it at times when the service is usually least used.

38.6 Upward Technologies is not obliged to provide the Client with a physical carrier or download of the underlying software.

38.7 If no further arrangements have been made, the Client shall itself further set up, configure, parameterise and tune the SaaS service, convert and upload data and make back-ups, and where necessary adapt the infrastructure, equipment, other software and user environment used and keep them up to date.

Article 39. Remedying errors in the SaaS service

39.1 Upward Technologies does not guarantee that the SaaS service is error-free and operates without interruption. Upward Technologies shall use its best efforts to remedy errors in the underlying software within a reasonable period, to the extent it concerns software developed by Upward Technologies itself and the Client has reported the errors in writing and in detail. Upward Technologies may postpone the remedy until a new version of the underlying software is put into use. It does not guarantee that errors in parts of the SaaS service that it has not developed itself will be remedied. Upward Technologies may implement temporary solutions, program workarounds or problem-avoiding restrictions. If (a part of) the SaaS service has been developed on the instructions of the Client, Upward Technologies may charge the costs of remedy at its usual rates.

39.2 Upward Technologies is not obliged to remedy imperfections other than errors. If it is nevertheless willing to do so, it may charge a separate fee at its usual rates.

39.3 On the basis of the information provided by Upward Technologies on measures to prevent and limit the consequences of malfunctions, errors and other imperfections, corruption or loss of data and other incidents, the Client shall identify the risks to its organisation and take additional measures where necessary.

39.4 If the Client is highly dependent on the SaaS service and its continuity is at significant risk in the event of incidents and calamities, Upward Technologies is willing, on request, to reasonably cooperate in additional measures by the Client to reduce those risks, on (financial) terms set by Upward Technologies. This may include, for example, the periodic or real-time return of data to the Client or to a third party. Such additional services are not automatically part of the services.

39.5 Upward Technologies is not obliged to restore corrupted or lost data, other than by restoring, where possible, the most recent available back-up. If no data segmentation or other mechanism for separating data has been agreed, it may not be possible to restore a

back-up of the Client's data only.

Article 40. Commencement and fees of the SaaS service

40.1 Upward Technologies starts the SaaS service, and any related support, within a reasonable period after the agreement has been concluded. Unless agreed otherwise, the service starts when Upward Technologies makes available the means to gain access to the service. The Client shall ensure that, immediately after the agreement has been concluded, it has the facilities necessary to use the service.

40.2 The Client shall pay the fee for the SaaS service set out in the agreement. If no payment schedule has been agreed, all amounts for the SaaS service are payable monthly in advance.

40.3 Articles 41.3, 41.5, 41.8, 43.1 (except for the reference to article 47), 43.11, 55.4, 56.1, 56.2, 61.2 and 61.4 apply accordingly to the SaaS service. In those articles, "software" shall be read as "SaaS service" and "delivery" as "commencement of the services".

Chapter 7. Software licences

This chapter applies if Upward Technologies makes software available to the Client for use other than through a SaaS service.

Article 41. Right of use and restrictions

41.1 Upward Technologies makes the agreed software available to the Client for use on the basis of a licence for the term of the agreement. The right of use is non-exclusive and non-transferable, non-pledgeable and non-sublicensable.

41.2 The obligation of Upward Technologies to make software available and the Client's right of use relate exclusively to the object code of the software, not to the source code. The source code and the technical documentation created in the development of the software are not provided to the Client, even if the Client is willing to pay for them.

41.3 The Client shall always strictly comply with the agreed restrictions on the right of use, of whatever nature or content.

41.4 If the agreements provide that the software may only be used with certain equipment, the Client may, in the event of a malfunction of that equipment, use the software on other equipment with the same qualifications for the duration of the malfunction.

41.5 Upward Technologies may require that the Client does not put the software into use until it has obtained one or more codes required for use from Upward Technologies, its supplier or the producer.

41.6 The Client shall use the software exclusively within and for its own organisation and only to the extent necessary for the use intended by Upward Technologies or its licensor. The Client shall not use the software for third parties, for example in the context of SaaS or outsourcing.

41.7 The Client may not sell, rent, dispose of, grant limited rights in, or otherwise make available to a third party, for any purpose, the software, the associated codes for use and the carriers on which the software is recorded. The Client also shall not give a third party access to the software, including remote access, or have the software hosted by a third party, even if that third party uses the software exclusively for the Client.

41.8 On request, the Client shall cooperate without delay in an investigation by or on behalf of Upward Technologies into compliance with the agreed restrictions on use and shall give Upward Technologies access to its buildings and systems upon first request. Upward Technologies shall treat all confidential business information it obtains in such an investigation as confidential, to the extent that information does not concern the use of the

software itself.

41.9 To the extent the agreement concerns the provision of software for use, it is not regarded as a sale agreement.

41.10 Upward Technologies is not obliged to maintain the software or to support users and administrators. If Upward Technologies is asked to provide maintenance or support, it may require the Client to enter into a separate written agreement for this.

Article 42. Delivery and installation

42.1 Upward Technologies delivers the software, at its option, on a data carrier in the agreed format or, if nothing has been agreed, in a format determined by it, or makes the software available for delivery online.

42.2 Upward Technologies only installs the software at the Client if this has been agreed. If nothing has been agreed, the Client shall itself install, set up, configure, parameterise and tune the software, convert and upload data and make back-ups, and where necessary adapt the infrastructure, equipment, other software and user environment used, keep them up to date and achieve the interoperability it desires.

Article 43. Acceptance

43.1 If the parties have not agreed an acceptance test, the Client accepts the software in the state in which it is at the time of delivery ("as is, where is"), that is with all visible and invisible errors and defects, without prejudice to the obligations of Upward Technologies under article 47. In that case, the software is deemed accepted upon delivery or, if it has been agreed in writing that Upward Technologies will install the software, upon completion of the installation.

43.2 If the parties have agreed an acceptance test, articles 43.4 to 43.10 apply.

43.3 In these general terms and conditions, an error means: a substantial failure of the software to meet the functional or technical specifications expressly made known in writing by Upward Technologies and, if the software is wholly or partly custom work, the functional or technical specifications expressly agreed in writing by the parties. There is only an error if the Client can demonstrate it and the error is reproducible. The Client shall report errors without delay. Upward Technologies has no obligations with regard to imperfections in or of the software other than errors.

43.4 The test period is fourteen days after delivery or, if it has been agreed in writing that Upward Technologies will install the software, fourteen days after completion of the installation. During the test period, the Client may not use the software for productive or operational purposes. The Client shall carry out the agreed acceptance test with qualified staff and with sufficient scope and depth.

43.5 The Client shall test whether the delivered software meets the functional or technical specifications expressly made known in writing by Upward Technologies and, if the software is wholly or partly custom work, the functional or technical specifications expressly agreed in writing by the parties.

43.6 If data is used in testing on the instructions of the Client, the Client shall ensure that the use of that data for this purpose is permitted.

43.7 If during the acceptance test the software is found to contain errors, the Client shall report the test results to Upward Technologies in writing, clearly, in detail and comprehensibly, no later than the last day of the test period. Upward Technologies shall use its best efforts to remedy the errors within a reasonable period and may implement temporary solutions, program workarounds or problem-avoiding restrictions.

43.8 The software is deemed accepted:

- a. on the first day after the test period; or
- b. if Upward Technologies receives a test report as referred to in article 43.7 before the end

of the test period: at the time the errors listed in it have been remedied, even if errors remain that do not prevent acceptance under article 43.9; or

c. if the Client uses the software in any way for productive or operational purposes: at the time of that use.

43.9 The Client may not refuse acceptance for reasons unrelated to the specifications expressly agreed in writing by the parties, nor because of minor errors, being errors that do not reasonably prevent the operational or productive use of the software. Upward Technologies remedies such minor errors under the warranty of article 47. Acceptance may also not be refused because of aspects that can only be assessed subjectively, such as the design of user interfaces.

43.10 If the software is delivered and tested in phases or parts, non-acceptance of a particular phase or part does not affect the acceptance of an earlier phase or another part.

43.11 Acceptance discharges Upward Technologies from its obligations regarding the provision and delivery of the software and, if installation by Upward Technologies has also been agreed, from its obligations regarding installation.

43.12 Acceptance does not affect the Client's rights under article 43.9 regarding minor errors and article 47 regarding the warranty.

Article 44. Provision and end of use

44.1 Upward Technologies makes the software available to the Client within a reasonable period after the agreement has been concluded.

44.2 Immediately after the end of the agreement, the Client shall return all copies of the software in its possession to Upward Technologies. If it has been agreed that the Client will destroy the copies at the end of the agreement, it shall notify Upward Technologies of the destruction in writing without delay. Upward Technologies is not obliged, at or after the end of the agreement, to assist with any data conversion the Client desires.

Article 45. Licence fee

45.1 The fee for the right of use is payable at the agreed times. If no times have been agreed, the fee is payable:

a. if it has not been agreed that Upward Technologies will install the software: upon provision of the software or, for a periodic fee, upon provision and thereafter at the start of each new period of use;

b. if it has been agreed that Upward Technologies will install the software: upon completion of the installation or, for a periodic fee, upon completion of the installation and thereafter at the start of each new period of use.

Article 46. Modifications by the Client

46.1 Subject to mandatory statutory exceptions, the Client may not modify the software in whole or in part without the prior written consent of Upward Technologies. Upward Technologies may refuse that consent or attach conditions to it. The Client bears the full risk of all modifications made by it or by a third party on its instructions, even if Upward Technologies has given consent.

Article 47. Warranty

47.1 Upward Technologies shall use its best efforts to remedy errors within a reasonable period if they have been reported to it in writing and in detail within three months after delivery or, if an acceptance test has been agreed, within three months after acceptance. Upward Technologies does not guarantee that the software is suitable for the actual or intended use, that the software operates without interruption or that all errors will be

remedied. The remedy is free of charge, unless the software was developed on the instructions of the Client other than for a fixed price. In that case, Upward Technologies may charge the costs of remedy at its usual rates.

47.2 Upward Technologies may charge the costs of remedy at its usual rates in the event of user errors or improper use by the Client or other causes not attributable to Upward Technologies. The obligation to remedy lapses if the Client modifies the software, or has it modified, without the written consent of Upward Technologies.

47.3 Upward Technologies determines where and how errors are remedied. It may implement temporary solutions, program workarounds or problem-avoiding restrictions.

47.4 Upward Technologies is not obliged to restore corrupted or lost data, other than by restoring, where possible, the most recent available back-up. If no data segmentation or other mechanism for separating data has been agreed, it may not be possible to restore a back-up of the Client's data only.

47.5 Upward Technologies has no obligation whatsoever with regard to errors reported after the end of the warranty period of article 47.1.

Chapter 8. Development of software and websites

This chapter applies if Upward Technologies designs or develops software or websites for the Client and, where applicable, installs them.

Article 48. Specifications and development

48.1 Development always takes place on the basis of a contract for services. If the Client has not provided specifications or a design before or upon entering into the agreement, the parties shall record in writing, in mutual consultation, which software or website will be developed and in what manner.

48.2 Upward Technologies develops the software or website with care, taking into account the expressly agreed specifications or design and, where applicable, the project organisation, methods, techniques and procedures agreed in writing with the Client. Upward Technologies may require the Client to approve the specifications or design in writing before the work starts.

48.3 If no specific arrangements have been made, the design and development work will start within a reasonable period after the agreement has been concluded, to be determined by Upward Technologies.

48.4 On request, the Client shall enable Upward Technologies to carry out the work outside normal working days and hours at its office or at the Client's premises.

48.5 The development of a website only includes the provision of a content management system if this has been expressly agreed in writing.

48.6 If the parties agree that Upward Technologies, in addition to the development, will also provide training, hosting, maintenance or support, or will apply for a domain name, Upward Technologies may require a separate written agreement to be concluded for this. This work may be charged separately at the usual rates of Upward Technologies.

48.7 If Upward Technologies performs services for the Client relating to a domain name, such as application, renewal, disposal or transfer to a third party, the Client shall follow the rules and procedures of the registering bodies concerned. Upward Technologies shall provide a written copy of those rules on request. Upward Technologies expressly accepts no responsibility for the accuracy or timeliness of the services of those bodies or for achieving the results intended by the Client. Upward Technologies may charge all costs of application and registration at the agreed rates or, failing that, at its usual rates. Upward Technologies

does not guarantee that a desired domain name will be allocated to the Client.

Article 49. Iterative development

49.1 If the parties use an iterative development method, such as scrum, they accept that (i) the work is not carried out at the outset on the basis of fully elaborated specifications and (ii) previously agreed specifications may be adjusted during performance in mutual consultation, in line with the project approach of that method.

49.2 Before performance starts, the parties shall form one or more teams with representatives of both the Client and Upward Technologies. The team ensures short and direct lines of communication and regular consultation. Each party deploys the agreed capacity (FTE) of team members, in the agreed roles and with the knowledge, experience and decision-making authority necessary for performance. The parties accept that the agreed capacity is the minimum required for the project to succeed. The parties shall use reasonable efforts to keep key persons, once deployed, available as far as reasonably possible until the end of the project, unless circumstances beyond the control of the party concerned arise.

49.3 During performance, the parties shall jointly and in mutual consultation take decisions on the specifications for the next phase of the project, such as a timebox, or for the next partial development. The Client accepts the risk that the software or website will not necessarily meet all specifications.

49.4 The Client shall ensure permanent and active input and cooperation, supported by its organisation, of the relevant end users, including in testing and in (further) decision-making. The Client shall take the progress decisions required of it during performance promptly. If the Client does not take clear progress decisions in time in accordance with the chosen project approach, Upward Technologies may, without being obliged to do so, take the decisions it considers appropriate.

49.5 If the parties agree one or more test moments, testing will only take place on the basis of objective, measurable and pre-agreed criteria, such as compliance with development standards. Errors and other imperfections are only remedied if the responsible team decides so, and then in a subsequent iteration. If an additional iteration is required for this, its costs at the usual rates of Upward Technologies are borne by the Client. After the last development phase, Upward Technologies is not obliged to remedy errors or other imperfections, unless expressly agreed otherwise in writing.

Article 50. Delivery, installation and acceptance

50.1 Article 42 on delivery and installation applies accordingly.

50.2 Unless Upward Technologies hosts the software or website for the Client on its own systems under the agreement, Upward Technologies delivers the software or website on a data carrier and in a form determined by it, or makes it available for delivery online.

50.3 Article 43 on acceptance applies accordingly.

50.4 If the parties use an iterative method as referred to in article 49, articles 43.1, 43.2, 43.4 to 43.9, 43.12, 47.1 and 47.5 do not apply. The Client then accepts the software or website in the state in which it is at the end of the last development phase ("as is, where is").

Article 51. Right of use

51.1 Upward Technologies makes the software or website it has developed on the instructions of the Client, together with any user documentation developed with it, available to the Client for use.

51.2 Only if this has been agreed in writing will Upward Technologies make the source code of the software and the technical documentation created during development available to the Client. The Client may then make modifications to the software.

51.3 Upward Technologies is not obliged to make available the auxiliary software and program or data libraries necessary for the use or maintenance of the software or website.
51.4 Article 41 on the right of use and restrictions on use applies accordingly.

Article 52. Fees

52.1 If no payment schedule has been agreed, all amounts for the design and development of software and websites are payable monthly in arrears.
52.2 If no further arrangements have been made, the fee also includes the right to use the software or website.
52.3 Upward Technologies may charge its usual rates for legally required security updates.
52.4 The Client is itself responsible for the necessary auxiliary software and program and data libraries, any installation services, any adaptation and maintenance of the software or website and support for users.

Article 53. Warranty

53.1 Article 47 on the warranty applies accordingly.
53.2 Upward Technologies does not guarantee that the software or website it develops works properly with all types and new versions of web browsers and other (auxiliary) software or websites, nor that it works properly with all types of equipment.

Chapter 9. Maintenance and support

This chapter applies if Upward Technologies maintains software or provides support in the use of software.

Article 54. Maintenance

54.1 If agreed, Upward Technologies maintains the software specified in the agreement. Maintenance includes remedying errors and, only if agreed in writing, making new versions available in accordance with article 55.
54.2 The Client shall report errors it detects in the software in as much detail as possible. After receiving a report, Upward Technologies shall use its best efforts, in accordance with its usual procedures, to remedy the error or implement improvements in future versions. Depending on the urgency and on the version and release policy of Upward Technologies, the results are made available to the Client in a manner and within a period determined by Upward Technologies. Upward Technologies may implement temporary solutions, program workarounds or problem-avoiding restrictions.
54.3 The Client shall itself install the corrected software or the new version and itself set up, configure, parameterise and tune it, convert and upload data and make back-ups. Where necessary, it shall adapt the infrastructure, equipment, other software and user environment used, keep them up to date and achieve the interoperability it desires.
54.4 Upward Technologies is not obliged to remedy imperfections other than errors. If it is nevertheless willing to do so, it may charge a fee at its usual rates.
54.5 Articles 47.3 and 47.4 apply accordingly.
54.6 If Upward Technologies performs maintenance online, the Client shall ensure in good time that it has a sound and properly secured infrastructure and network facilities.
54.7 The Client shall provide all cooperation Upward Technologies requires for the maintenance, including temporarily ceasing use of the software and making a back-up of all data.
54.8 If the maintenance concerns software that was not supplied to the Client by Upward Technologies itself, the Client shall, if Upward Technologies considers this necessary or desirable for the maintenance, make available the source code and the technical

(development) documentation, including data models, designs and change logs. The Client warrants that it is entitled to do so. The Client grants Upward Technologies the right to use and modify the software, including the source code and technical documentation, for the purpose of performing the agreed maintenance.

Article 55. New versions

55.1 Maintenance only includes making new versions of the software available if and to the extent this has been agreed in writing or is required by mandatory law. If maintenance includes new versions, Upward Technologies determines when it makes them available.

55.2 Three months after an improved version has been made available, Upward Technologies is no longer obliged to remedy errors in the previous version or to provide support or maintenance for that previous version, unless mandatory law provides otherwise.

55.3 Upward Technologies may require the Client to enter into a further written agreement and pay an additional fee for a version with new functionality. Upward Technologies may take over functionality from a previous version unchanged, but does not guarantee that each new version contains the same functionality as the previous one. Upward Technologies is not obliged to maintain, change or add specific features or functionalities for the Client.

55.4 Upward Technologies may require the Client to adapt its systems, such as equipment, web browser and software, if this is necessary for the proper functioning of a new version of the software.

Article 56. Support

56.1 If the services also include support for users or administrators of the software, Upward Technologies shall, unless agreed otherwise in writing, advise online, by telephone or by e-mail on the use and functioning of the software specified in the agreement. Before making a report, the Client shall first consult the documentation made available by Upward Technologies and shall describe reports as completely and in as much detail as possible, so that Upward Technologies can respond adequately. Upward Technologies may set conditions on the manner of reporting and on the qualifications and number of persons eligible for support. If no further written arrangements have been made, Upward Technologies handles well-substantiated requests for support within a reasonable period in accordance with its usual procedures. Upward Technologies does not guarantee the accuracy, completeness or timeliness of responses or of the support provided. Support is provided on working days during the usual opening hours of Upward Technologies.

56.2 If the services also include standby services, Upward Technologies keeps one or more employees available on the days and at the times specified in the agreement. In urgent cases, the Client may call on the help of those employees in the event of serious malfunctions, errors and other serious imperfections in the functioning of the software. Upward Technologies does not guarantee that these will be remedied in time.

56.3 Maintenance and the other services under this chapter are performed from the day the agreement is concluded, unless the parties have agreed otherwise in writing.

Article 57. Fees

57.1 If no express payment schedule has been agreed, all amounts for maintenance of software and the other services under this chapter are payable monthly in advance.

57.2 The amounts for maintenance and the other services under this chapter are payable from the start of the agreement, regardless of whether the Client has put the software into use and whether it makes use of the maintenance or support.

Chapter 10. Advisory services

This chapter applies if Upward Technologies performs advisory work that is not carried out under the direction and supervision of the Client, whether it is called advice, consultancy, contracting, project work, interim assignments or otherwise.

Article 58. Performance

58.1 Upward Technologies performs the advisory services entirely independently and at its own discretion, not under the supervision or direction of the Client. There is therefore no provision of workers.

58.2 Upward Technologies is not bound by a lead time, because the lead time of advisory work depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties.

58.3 Upward Technologies provides its services exclusively on its usual working days and hours.

58.4 Any use the Client makes of advice or a report from Upward Technologies is always at its own risk. The Client bears the full burden of proof that the advisory services, or the manner in which they were performed, do not meet what was agreed in writing or what may be expected of a reasonably acting and competent adviser. Upward Technologies may provide evidence to the contrary by all means.

58.5 Without the prior written consent of Upward Technologies, the Client may not inform a third party about the working methods, methods and techniques of Upward Technologies or about the content of its advice and reports. The Client shall not provide the advice and reports of Upward Technologies to third parties or otherwise make them public.

Article 59. Reporting

59.1 Upward Technologies periodically informs the Client about the performance of the advisory services, in the manner agreed in writing.

59.2 The Client shall inform Upward Technologies in advance and in writing of all circumstances that are or may be relevant to Upward Technologies, such as the desired manner of reporting, the questions on which the Client requests attention, its priorities, the availability of its resources and staff, and special facts and circumstances or those possibly unknown to Upward Technologies.

59.3 The Client shall ensure that the information provided by Upward Technologies is distributed and read within its organisation, shall assess that information partly on that basis and shall inform Upward Technologies of its findings.

Article 60. Payment

60.1 If no express payment schedule has been agreed, all fees for advisory services as referred to in this chapter are payable monthly in arrears.

Chapter 11. Hosting

This chapter applies if Upward Technologies provides services, under whatever name, in the field of hosting, including IaaS, PaaS, online platforms and related services.

Article 61. Hosting services

61.1 Upward Technologies performs the hosting services agreed with the Client.

61.2 If the agreement concerns the provision of infrastructure or storage space, the Client shall stay within the agreed infrastructure or storage space, unless the agreement expressly regulates the consequences of exceeding it. The agreement only includes the provision of

infrastructure or storage space on equipment reserved exclusively for the Client if this has been expressly agreed in writing. All use of infrastructure, storage space, data traffic and other system load is limited to the agreed maximums. Infrastructure, storage space or data traffic not used by the Client in a given period cannot be carried over to a subsequent period. Upward Technologies may charge an additional fee at its usual rates for exceeding the agreed maximums.

61.3 The Client is responsible for the management, including checking the settings, the use of the hosting service and the manner in which the results of the service are used. If no express arrangements have been made, the Client shall itself install, set up, configure, parameterise and tune the necessary (auxiliary) software, convert and upload data and make back-ups, and where necessary adapt the infrastructure, equipment, other software and user environment used, keep them up to date and achieve the interoperability it desires. Upward Technologies is not obliged to carry out data conversion.

61.4 Additional services such as back-ups, security and provisions for redundancy and recovery are only part of the agreement if this has been expressly agreed in writing.

61.5 Upward Technologies may temporarily take the hosting service out of service, in whole or in part, for maintenance or adaptation of systems. Where possible, this takes place outside office hours and after reasonable notice to the Client.

61.6 If Upward Technologies performs services relating to a domain name under the agreement, such as application, renewal, disposal or transfer to a third party, article 48.7 applies accordingly.

Article 62. Notices of possibly illegal or unlawful content

62.1 In addition to article 22, this article applies to notices of possibly illegal or unlawful content in hosting services of Upward Technologies.

62.2 Anyone who believes that illegal or unlawful content is available through the hosting service of Upward Technologies may report this electronically through the usual channels of Upward Technologies. A notice shall contain at least:

- a. a sufficiently precise and substantiated explanation of why the notifier considers the information to be illegal or unlawful;
- b. a clear indication of the exact electronic location of the information, such as an exact URL, and where necessary additional information enabling the content to be identified;
- c. the name and e-mail address of the notifier, except for information that may reasonably be assumed to relate to child sexual abuse or related criminal offences;
- d. a statement by the notifier that the notice and the information and allegations in it are accurate, correct and complete.

62.3 If a notice meets these requirements, Upward Technologies may handle the notice.

62.4 Even if a notice does not meet these requirements, Upward Technologies may decide to take appropriate measures, such as removing or blocking the information, restricting access or visibility, or suspending or terminating its services. Upward Technologies may inform directly affected customers of the service about the measures taken.

62.5 Upward Technologies is not liable for damage resulting from the measures or obligations under this article.

These general terms and conditions are provided to the Client with every quotation and agreement. The current version is available free of charge from info@upwardtech.nl. In the event of any discrepancy between this English translation and the Dutch text, the Dutch text prevails.