

SUPPLEMENTARY TERMS AND CONDITIONS

UT-AVW-0002

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Supplementary Terms and Conditions Upward Technologies

Supplement to the General Terms and Conditions of Upward Technologies (UT-AVW-0001).

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

Article 1. Applicability and order of precedence

1.1 These supplementary terms and conditions supplement the General Terms and Conditions of Upward Technologies (UT-AVW-0001, hereinafter: the general terms and conditions). They apply to every quotation and every agreement with which they have been provided to the Client together with the general terms and conditions.

1.2 Terms defined in the general terms and conditions have the same meaning in these supplementary terms and conditions.

1.3 These supplementary terms and conditions constitute express written arrangements as referred to in article 2.2 of the general terms and conditions. In the event of conflict, the following order of precedence applies, with a document mentioned earlier prevailing over a document mentioned later: (a) an agreement signed by both parties, (b) the quotation or order confirmation, (c) these supplementary terms and conditions, (d) the general terms and conditions.

1.4 These supplementary terms and conditions do not extend the liability of Upward Technologies. Article 16 of the general terms and conditions applies in full to everything regulated in these supplementary terms and conditions.

Article 2. Business clients

2.1 Upward Technologies contracts exclusively with clients acting in the course of a profession or business, and with legal entities. Upward Technologies does not enter into agreements with consumers.

Article 3. Client work and intellectual property

3.1 In this article:

Client work means: (a) changes, extensions and further development of software owned by the Client, and (b) custom work expressly designated as client work in the quotation or the

agreement.

Upward products means: software, SaaS services, platforms, agents and models that Upward Technologies develops to supply to multiple customers or to make available under licence, including custom work that builds on them and is not client work.

Background IP means: all intellectual property rights, knowledge and materials of Upward Technologies that arose outside the agreement or were not developed specifically for the Client, including AI agents, own and fine-tuned models, prompts and prompt libraries, orchestration and workflow configurations, code generators, development, review and test pipelines, templates, libraries, frameworks, standard software and working methods.

3.2 The source code, software, data and documentation of the Client remain the property of the Client.

3.3 In addition to article 8.3 of the general terms and conditions, the parties agree that the intellectual property rights in client work vest in the Client. To the extent such rights arise with Upward Technologies, Upward Technologies transfers them to the Client subject to the condition precedent that the Client has paid in full all amounts owed for that client work. This paragraph also constitutes a deed of transfer within the meaning of article 3:95 of the Dutch Civil Code. The Client shall provide the cooperation necessary to complete the transfer.

Article 8.3 under a to c of the general terms and conditions remains applicable.

3.4 For client work, Upward Technologies makes the source code and the related technical documentation available to the Client, through a repository managed by the Client or to which it is given access. This constitutes a written agreement within the meaning of article 51.2 of the general terms and conditions.

3.5 The intellectual property rights in Upward products, in Background IP and in custom work that is not client work remain with Upward Technologies or its licensors, even if those materials have been configured specifically for the Client, are hosted by Upward Technologies, have been incorporated into client work or have been used to create client work.

3.6 To the extent Background IP has been incorporated into client work or is necessary to use client work, Upward Technologies grants the Client a non-exclusive, worldwide, perpetual and royalty-free licence, limited to the use, maintenance and further development of that client work by or for the Client. This licence takes effect upon full payment for the client work.

3.7 If the Client wishes to acquire ownership of custom work that is not client work, or of agents, models or automations built specifically for it, or to run them itself or with third parties, the parties shall make separate written arrangements for this, including the fee.

Article 4. AI services

4.1 Output that an AI service of Upward Technologies generates specifically for the Client vests in the Client to the extent rights can exist in it. Upward Technologies does not guarantee that intellectual property rights exist in output or that output does not infringe the rights of third parties.

4.2 Agents, models, prompts, workflow configurations and other components of an AI service are Background IP, even if they have been configured with or for the Client.

4.3 AI services may use models and infrastructure of third parties. If a provider changes, replaces or withdraws a model, Upward Technologies may deploy an equivalent alternative. If this leads to a substantially different result or to higher costs, the parties shall consult on the consequences.

4.4 The use of AI services may depend on consumption, such as tokens, calls or computing time. Unless agreed otherwise, Upward Technologies passes on the consumption costs of third parties to the Client. Upward Technologies may set usage limits to limit costs and misuse.

4.5 Upward Technologies may refuse to develop or deploy AI services for applications that, in its reasonable opinion, are unlawful or unethical or contrary to the terms of its suppliers.

Article 5. Objections to invoices

5.1 The Client shall notify Upward Technologies of any objection to an invoice in writing, stating reasons, within fourteen days of the invoice date. An objection does not suspend the payment obligation for the undisputed part of the invoice.

Article 6. Staff

6.1 During the term of the agreement and for twelve months thereafter, the parties shall not employ, or engage directly, employees or regular contractors of the other party who are or were involved in the performance of the agreement, unless the other party gives prior written consent.

Article 7. Transfer by Upward Technologies

7.1 In addition to article 18.2 of the general terms and conditions, Upward Technologies may transfer its rights and obligations under the agreement to a group company or to a third party that takes over the business activity of Upward Technologies concerned. Upward Technologies shall inform the Client of such a transfer in writing.

Article 8. Amendment of the terms and conditions

8.1 Upward Technologies may amend the general terms and conditions and these supplementary terms and conditions. For current continuing agreements, an amendment applies from thirty days after its written announcement. If the Client does not agree with a material amendment, it may terminate the continuing agreement concerned with effect from the date on which the amendment takes effect.

Article 9. Disputes

9.1 In deviation from articles 19.2 to 19.4 of the general terms and conditions, disputes between the parties are submitted exclusively to the competent court of the District Court of Zeeland-West-Brabant, location Breda, the Netherlands. Each party retains the right to seek relief in summary proceedings and to take precautionary measures.

9.2 The parties shall use reasonable efforts to resolve a dispute by mutual consultation before starting proceedings.

Article 10. Language

10.1 The general terms and conditions and these supplementary terms and conditions have been drawn up in Dutch. In the event of any discrepancy between the Dutch text and a translation, the Dutch text prevails.

These supplementary terms and conditions are provided to the Client together with the general terms and conditions with every quotation and agreement. The current version is available free of charge from info@upwardtech.nl.