

GENERAL TERMS AND CONDITIONS

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General Terms and Conditions Upward Technologies

Terms for software development, SaaS, AI services and agents, hosting, support, maintenance and consultancy.

USER

Upward Technologies B.V.

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These general terms and conditions consist of a general part (chapter 1) that applies to all services, and five modules with additional provisions per service. A module applies to the extent that Upward Technologies provides the relevant service. In the event of a conflict, a provision in a module prevails over the general part. This is a translation of the Dutch text. In the event of any difference in interpretation, the Dutch text prevails.

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Chapter 1. General part

Article 1. Definitions

1.1In these general terms and conditions, the following terms have the meanings set out below. The singular includes the plural and vice versa.

- **Upward Technologies:** Upward Technologies B.V., having its registered office in Breda, the Netherlands, registered with the Dutch Chamber of Commerce under number 42169743.
- **Client:** the natural person acting in the course of a profession or business, or the legal entity, with whom Upward Technologies enters into an agreement or to whom Upward Technologies makes an offer.
- **Agreement:** any agreement between Upward Technologies and the client, including quotations, order confirmations, annexes and these general terms and conditions.
- **Services:** all work and performance delivered by Upward Technologies under the agreement, including software development, SaaS, AI services, hosting, support and maintenance.
- **Custom Work:** software, configurations and documentation that Upward Technologies develops specifically for the client.
- **Client Work:** (a) changes, extensions and further development of software owned by the client, and (b) Custom Work that is expressly designated in the quotation or agreement as the property of the client.
- **Upward Products:** software, SaaS services, platforms, agents and models that Upward Technologies develops for supply to multiple customers or makes available under licence, including Custom Work that builds on them and is not Client Work.
- **Background IP:** all intellectual property rights, know-how and materials of Upward Technologies that arose outside the agreement or that were not developed specifically for the client, including AI agents, proprietary 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 methods.
- **Client Data:** all data, including personal data, that the client or its users enter, upload or have processed through the services.
- **AI Tooling:** software, models and services that use artificial intelligence, including language models, agents and development tools based on them, whether of Upward Technologies or of third parties.
- **In Writing:** on paper or by e-mail, or by any other electronic means of communication by which the content and the sender can be established.

Article 2. Applicability

2.1These general terms and conditions apply to every offer made by Upward Technologies and to every agreement, including any later additions or amendments.

2.2These general terms and conditions are intended exclusively for business clients. Upward Technologies does not contract with consumers.

2.3The applicability of any purchasing conditions or other terms of the client is expressly rejected.

2.4Deviations from these general terms and conditions apply only if agreed in writing, and only to the agreement for which they were agreed.

2.5In the event of a conflict, the following order of precedence applies, with the document listed first prevailing: (a) an agreement signed by both parties, (b) a data processing agreement or non-disclosure agreement between the parties, (c) the quotation or order confirmation, (d) the applicable module of these general terms and conditions, (e) the general part of these general terms and conditions.

2.6If any provision of these general terms and conditions is void or annulled, the remaining provisions remain in force. The parties will replace that provision with a valid provision that approximates the intent of the original provision as closely as possible.

2.7 Upward Technologies may amend these general terms and conditions. An amendment applies to ongoing continuing agreements from thirty days after written notice of it. If the client does not agree with a material amendment, the client may terminate the relevant continuing agreement with effect from the date the amendment takes effect.

Article 3. Offers and formation of the agreement

- 3.1** Every offer made by Upward Technologies is without obligation and valid for thirty days from its date, unless stated otherwise in the offer.
- 3.2** Upward Technologies bases its offer on the information provided by the client. The client warrants that this information is accurate and complete.
- 3.3** The agreement is formed by the client's written acceptance of the offer, by signature of an agreement, or by Upward Technologies commencing performance with the client's consent.
- 3.4** A composite quotation does not oblige Upward Technologies to deliver part of the services for a corresponding part of the price.

Article 4. Performance of the services

- 4.1** Upward Technologies performs the services to the best of its ability and with due care. All obligations of Upward Technologies are best-efforts obligations, unless a result has been expressly promised in the agreement and that result has been described precisely.
- 4.2** Upward Technologies determines the manner of performance and the deployment of staff. Upward Technologies may replace team members with persons of comparable knowledge and experience.
- 4.3** Upward Technologies may engage third parties in the performance, including freelancers and providers of cloud, hosting and AI services. Upward Technologies remains responsible to the client for performance of the agreement.
- 4.4** To the extent third-party services form part of the delivery, the terms of those third parties also apply to their use. Upward Technologies will inform the client of those terms upon request.
- 4.5** Upward Technologies is not required to follow instructions from the client that, in its judgement, jeopardise the quality, security or lawfulness of the services. In that case Upward Technologies will notify the client in writing.

Article 5. Cooperation by the client

- 5.1** The client provides in good time all cooperation reasonably required, including accurate and complete information, access to systems, environments and accounts, and the availability of authorised contact persons.
- 5.2** The client is responsible for the selection, use and application of the services within its organisation, for the equipment, software and connections on its side, and for compliance with the laws and regulations that apply to its activities.
- 5.3** If the client fails to provide the required cooperation, or fails to do so in time or as agreed, Upward Technologies may suspend performance and charge the resulting additional costs and time at its applicable rates. Agreed time frames are then extended by at least the duration of the delay.
- 5.4** Where Upward Technologies staff work at the client's premises, the client provides a safe workplace and the necessary facilities.
- 5.5** The client itself assesses which sector-specific laws and regulations apply to its organisation, such as the rules arising from NIS2, DORA or the Cyber Resilience Act, and whether the services comply with those rules for its application. Upward Technologies complies with the laws and regulations that apply to it as a supplier. Upward Technologies will provide additional measures, reports or audits that the client requires on the basis of its own obligations upon request, at the applicable rates and to the extent reasonable.

Article 6. Time frames

- 6.1** Time frames and dates stated by Upward Technologies are target dates, unless the parties have expressly agreed a strict deadline in writing.
- 6.2** Exceeding a time frame does not entitle the client to damages or termination, unless the client has given Upward Technologies written notice of default setting a reasonable period for performance and Upward Technologies has failed to perform within that period.

Article 7. Prices and payment

- 7.1** All prices are in euros and exclusive of VAT and other government levies.
- 7.2** Unless agreed otherwise, work is invoiced on a time and materials basis at the applicable hourly rates, monthly in arrears. Fees for continuing agreements, such as SaaS, hosting and support, are invoiced in advance per period.
- 7.3** Upward Technologies may adjust the prices of continuing agreements once per calendar year by no more than the percentage of the Statistics Netherlands (CBS) consumer price index (CPI, all households) for the preceding year. Upward Technologies will announce any larger price increase in writing at least two months in advance. In that case the client may terminate the agreement with effect from the date the increase takes effect.
- 7.4** If third-party costs passed on by Upward Technologies increase, such as licence, cloud or AI usage costs, Upward Technologies may pass on that increase from the month in which it applies, provided it can demonstrate the increase.
- 7.5** The payment term is fourteen days from the invoice date. The client may not suspend payment or set off any amounts.
- 7.6** If the client fails to pay on time, the client is in default without notice of default being required and owes statutory commercial interest, plus extrajudicial collection costs in accordance with the statutory scale.
- 7.7** The client must submit any objection to an invoice in writing, stating reasons, within fourteen days of the invoice date. An objection does not suspend the obligation to pay the undisputed part.
- 7.8** Upward Technologies may require an advance payment or security if it has reasonable grounds to do so.
- 7.9** If payment is more than fourteen days overdue, Upward Technologies may, after written notice, suspend the services or restrict access to them until payment has been made in full.

Article 8. Changes and additional work

- 8.1** If the client wishes to change the content or scope of the services, or if it becomes apparent during performance that additional work is required, this constitutes additional work.
- 8.2** Upward Technologies informs the client in advance of the effect of additional work on price and planning. Additional work is performed after the client's written consent and at the applicable rates, unless the parties agree a fixed price.
- 8.3** Where a fixed price has been agreed, Upward Technologies will inform the client in writing before additional work leads to an increase of that price.

Article 9. Intellectual property

- 9.1** The source code, software, data and documentation of the client remain the property of the client, including changes and further development that Upward Technologies makes to them under the agreement.
- 9.2** The intellectual property rights in Client Work vest in the client. To the extent such rights arise with Upward Technologies, Upward Technologies assigns them to the client subject to the condition precedent of full payment of all amounts due for that Client Work. This provision also serves as a deed of transfer within the meaning of Article 3:95 of the Dutch Civil Code. The client already provides the cooperation required to complete the assignment.

- 9.3** All intellectual property rights in Upward Products, in Background IP and in Custom Work that is not Client Work vest in Upward Technologies or its licensors. This also applies if those materials have been configured specifically for the client, are hosted on servers of Upward Technologies, are incorporated into Client Work, or if Client Work was created with the aid of them.
- 9.4** To the extent Background IP is incorporated into the deliverables or is required to use them, Upward Technologies grants the client a non-exclusive, worldwide, perpetual and royalty-free licence, limited to what is necessary for the use, maintenance and further development of the deliverables by or for the client. This licence takes effect upon full payment.
- 9.5** 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 at its own customers, the parties will agree a separate agreement and fee for that purpose.
- 9.6** For Upward Products and for Custom Work that is not Client Work, the client obtains only the right of use described in the agreement and the applicable module. Unless agreed otherwise, that right of use is non-exclusive and non-transferable and applies for the term of the agreement. Upward Technologies may reuse the know-how and generic components of such Custom Work, provided it does not use any confidential information or data of the client in doing so.
- 9.7** Upward Technologies may incorporate open source components in the deliverables. Those components are subject to their respective open source licences. Upward Technologies will not incorporate components under a licence that requires the client to publish its own source code, unless the client consents to this in writing in advance.
- 9.8** The client may not remove or alter any notices regarding intellectual property, confidentiality or authorship.
- 9.9** Upward Technologies may freely use the knowledge, experience and general techniques it gains in performing the agreement, provided it does not disclose any confidential information of the client.
- 9.10** Upward Technologies indemnifies the client against third-party claims alleging that software developed by Upward Technologies infringes their intellectual property rights, on condition that the client informs Upward Technologies promptly in writing, leaves the handling of the claim entirely to Upward Technologies and provides all reasonable cooperation. This indemnity does not apply to infringements relating to materials or instructions of the client, or to changes not made by Upward Technologies.

Article 10. Use of AI Tooling

- 10.1** Upward Technologies uses AI Tooling in performing the services. This is an essential part of its working method and pricing.
- 10.2** Personal data and production data of the client or its customers are not sent to third-party AI services. Where such data is processed by AI, this is done exclusively with models hosted locally or by Upward Technologies itself, unless the parties agree otherwise in writing.
- 10.3** Other confidential information, including source code, may be processed through AI services procured on business terms that at least provide that inputs are not used to train models, that the provider is bound by confidentiality and that a limited retention period applies. Free and consumer versions of such services are not used for confidential information.
- 10.4** Upward Technologies keeps a record of the third-party AI services it uses for the client and provides that overview upon request.
- 10.5** Upward Technologies does not use Client Data to train or improve its own or third-party models, unless the client has given prior written consent.
- 10.6** Additional provisions on AI services and agents that Upward Technologies provides to the client are set out in module C.

Article 11. Confidentiality

- 11.1** The parties keep confidential all information they receive from each other and of which they know or should reasonably know the confidential nature. They use that information only for the performance of the agreement.

- 11.2** The confidentiality obligation does not apply to information that is already public without breach of this obligation, that the receiving party already lawfully possessed, that it developed independently, or that it is required to disclose by law or court order.
- 11.3** The parties impose this confidentiality obligation on their staff and on third parties they engage.
- 11.4** The confidentiality obligation remains in force for three years after the end of the agreement, and for trade secrets for as long as the information qualifies as a trade secret.
- 11.5** If the parties have entered into a separate non-disclosure agreement, that agreement prevails in the event of a conflict with this article.

Article 12. Personal data

- 12.1** To the extent Upward Technologies processes personal data on behalf of the client in performing the agreement, Upward Technologies is the processor and the client is the controller within the meaning of the General Data Protection Regulation (GDPR).
- 12.2** The parties will enter into a data processing agreement complying with Article 28 GDPR before processing begins. Until then, Upward Technologies does not process personal data of the client.
- 12.3** The client warrants that it has a valid legal basis for the processing and that the content, use and processing of the data are not unlawful.

Article 13. Security

- 13.1** Upward Technologies takes appropriate technical and organisational measures to secure the services and Client Data, taking into account the state of the art, the costs and the risks.
- 13.2** No security is entirely infallible. Upward Technologies does not warrant that its security will be effective in all circumstances.
- 13.3** The client keeps access credentials, passwords and API keys confidential and is responsible for actions performed through its accounts. The client reports suspected misuse to Upward Technologies without delay.
- 13.4** The parties inform each other without undue delay of security incidents affecting the services or the other party's data.

Article 14. Retention of title and right of retention

- 14.1** All goods delivered to the client remain the property of Upward Technologies until the client has paid all amounts under the agreement in full.
- 14.2** Upward Technologies may retain software, source code, documentation and data delivered or to be delivered until all amounts due have been paid.

Article 15. Liability

- 15.1** The total liability of Upward Technologies for an attributable failure or tort is limited to compensation of direct damage up to no more than the fee stipulated for the relevant agreement, exclusive of VAT. If the agreement is a continuing agreement, liability is limited to the fees, exclusive of VAT, paid by the client in the twelve months preceding the event causing the damage. In no event will the total liability of Upward Technologies for direct damage, on any legal basis whatsoever, exceed EUR 500,000 (five hundred thousand euros).
- 15.2** Direct damage means exclusively: (a) reasonable costs of making the performance of Upward Technologies conform to the agreement, (b) reasonable costs of establishing the cause and extent of the damage, and (c) reasonable costs incurred to prevent or limit damage, insofar as they resulted in limiting direct damage.
- 15.3** The total liability of Upward Technologies for damage resulting from death, bodily injury or material damage to property is limited to EUR 1,750,000 (one million seven hundred and fifty thousand euros).

- 15.4** Upward Technologies is not liable for indirect or consequential damage, including loss of profit, lost savings, reduced goodwill, business interruption and damage resulting from claims by the client's customers.
- 15.5** Upward Technologies is liable for loss, corruption or destruction of data only if it has failed to meet its backup obligations agreed in writing. Liability is then limited to the reasonable costs of restoring the data from the most recent available backup, within the limits of article 15.1.
- 15.6** The limitations in this article do not apply in the event of intent or deliberate recklessness on the part of the management of Upward Technologies.
- 15.7** Liability arises only if the client promptly gives Upward Technologies written notice of default setting a reasonable period for remedy, and Upward Technologies remains in attributable breach after that period. The notice must describe the failure as completely and in as much detail as possible.
- 15.8** Any claim for damages lapses if the client has not reported the damage to Upward Technologies in writing within twelve months after it arose.
- 15.9** The client indemnifies Upward Technologies against third-party claims relating to data, materials or instructions of the client, or to the client's use of the services in breach of the agreement or the law.
- 15.10** This article also applies for the benefit of the staff of Upward Technologies and the third parties it engages.

Article 16. Force majeure

- 16.1** Neither party is obliged to perform an obligation if prevented from doing so by force majeure.
- 16.2** Force majeure on the part of Upward Technologies includes: failures or outages at suppliers, including providers of cloud, hosting, AI and telecommunication services, failures of the internet or the electricity grid, cyberattacks that succeed despite appropriate security, government measures, pandemics, war and illness of key personnel.
- 16.3** If force majeure lasts longer than sixty days, either party may terminate the agreement in writing. Performance already delivered will be settled proportionately.

Article 17. Term and termination

- 17.1A** continuing agreement is entered into for the period stated in the agreement, or failing that for twelve months. It is then tacitly renewed each time for the same period, up to a maximum of twelve months, unless either party terminates it in writing with a notice period of three months before the end of the current period.
- 17.2** An agreement for specific work ends upon its completion. The client may terminate such an agreement early in writing with a notice period of thirty days, subject to payment for the work performed up to that time, commitments already made and the capacity scheduled for the notice period.
- 17.3** Either party may terminate the agreement if the other party is in attributable breach of material obligations and has not remedied that breach within thirty days after a written and detailed notice of default.
- 17.4** Either party may terminate the agreement in whole or in part with immediate effect if the other party applies for or is granted a suspension of payments, is declared bankrupt, or its business is liquidated or discontinued.
- 17.5** Performance already delivered by Upward Technologies and the related payment obligations are not undone upon termination. Amounts invoiced by Upward Technologies before termination become immediately due and payable.
- 17.6** Provisions that by their nature are intended to survive the end of the agreement, including the articles on intellectual property, confidentiality, liability and governing law, remain in force after termination.
- 17.7** At the end of the agreement, Upward Technologies will at the client's request provide reasonable cooperation in transferring the services to the client or a new supplier. This cooperation is invoiced at the applicable rates.

Article 18. Staff

18.1 During the term of the agreement and for twelve months thereafter, neither party will employ or directly engage staff or regular contractors of the other party who are or were involved in performing the agreement, without the other party's written consent.

Article 19. Miscellaneous

19.1 The client may not transfer rights and obligations under the agreement to a third party without the written consent of Upward Technologies. Upward Technologies may transfer its rights and obligations to a group company or to a third party that acquires the relevant business activity.

19.2 Upward Technologies may name the client and use its logo as a reference, unless the client objects to this in writing.

19.3 The records of Upward Technologies, including log files and system data, constitute conclusive evidence, subject to proof to the contrary by the client.

19.4 Notices under the agreement are given in writing to the contact details the parties have provided for that purpose.

Article 20. Governing law and disputes

20.1 These general terms and conditions and every agreement are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

20.2 Disputes are submitted exclusively to the competent court of the District Court of Zeeland-West-Brabant, location Breda, without prejudice to the right of the parties to seek interim relief from the preliminary relief judge.

20.3 The parties will endeavour to resolve a dispute through mutual consultation before commencing proceedings.

20.4 These general terms and conditions have been drawn up in Dutch and in English. In the event of any difference in interpretation, the Dutch text prevails.

Module A. Software development

Article A1. Applicability

A1.1 This module applies where Upward Technologies develops Custom Work, modifies or further develops existing software of the client, or integrates software with systems of the client or third parties.

Article A2. Specifications and working method

A2.1 Before work begins, the parties record which software will be developed and how. This is done in a specification, a functional design or, in an iterative approach, a prioritised backlog.

A2.2 In an iterative or agile approach, the parties accept that specifications are elaborated and adjusted during performance. The work is then carried out within the agreed capacity, planning and budget. The client appoints a product owner who is authorised to make decisions and is available in good time.

A2.3 Upward Technologies may adjust the specifications in consultation where necessary to make the software functional, secure or maintainable.

Article A3. Testing and acceptance

A3.1 If an acceptance test has been agreed, the client tests the deliverables within ten working days of delivery against test criteria agreed in advance.

A3.2 The client reports defects within that period in writing and in a reproducible manner. A defect is a demonstrable, material deviation from the agreed specifications.

A3.3 The deliverables are deemed accepted: (a) upon written approval by the client, (b) if the client reports no defects within the test period, or (c) as soon as the client puts the deliverables into production.

A3.4 Acceptance may not be withheld on the basis of minor defects that do not prevent productive use. Upward Technologies will remedy such defects within a reasonable period.

A3.5 If no acceptance test has been agreed, the deliverables are deemed accepted upon delivery.

Article A4. Warranty

A4.1 For three months after acceptance, Upward Technologies will remedy free of charge defects in the Custom Work that are reported to it in writing and in a reproducible manner within that period.

A4.2 The warranty does not apply to defects resulting from use contrary to the documentation, changes not made by Upward Technologies, errors in data, materials or software of the client or third parties, or changes in the environment in which the software runs.

A4.3 Upward Technologies does not warrant that the software will operate without interruption or entirely error-free. A remedy may consist of a temporary solution or a workaround.

Article A5. Delivery and source code

A5.1 Upward Technologies delivers the Custom Work in the agreed form. For Client Work, delivery includes the source code, through a repository managed by the client or to which it is given access, and the technical documentation prepared for it.

A5.2 For Custom Work that is not Client Work, Upward Technologies delivers the source code only if agreed in writing. Such Custom Work is generally made available as part of an Upward Product or as a hosted service, to which module B applies.

A5.3 The client is responsible for installing, configuring and managing the software in its own environments, unless Upward Technologies provides an additional service for this.

Module B. Software as a Service (SaaS)

Article B1. Applicability and service

- B1.1** This module applies where Upward Technologies makes software available and maintains it remotely via the internet or another network, without the client receiving a copy of the software.
- B1.2** The functionality of the SaaS service is described in the agreement or in the current product description. Upward Technologies may change and improve the service and its functionality. Upward Technologies will announce a change that materially reduces core functionality at least thirty days in advance. In that case the client may terminate the agreement with effect from the date the change takes effect.

Article B2. Right of use

- B2.1** Upward Technologies grants the client, for the term of the agreement, a non-exclusive, non-transferable and non-sublicensable right to use the SaaS service for its own business operations, within the agreed number of users or other usage restrictions. Configurations, modules and integrations that Upward Technologies develops for the client in or on the SaaS service form part of the SaaS service and are covered by this right of use, unless they have been designated as Client Work.
- B2.2** The client may not: (a) make the SaaS service available to, rent it to or resell it to third parties, (b) decompile or reverse engineer it or attempt to derive its source code, except to the extent permitted by law, (c) use it to develop a competing product, (d) use it or its output to train, fine-tune or evaluate models, or perform automated data collection on it (scraping or text and data mining), without the prior written consent of Upward Technologies, or (e) use it in breach of the law or third-party rights.
- B2.3** The client is responsible for its users' use of the SaaS service and for the data they enter.
- B2.4** If the client or a user acts in breach of this article, Upward Technologies may block access to the SaaS service in whole or in part after written notice or, in the event of serious risks, immediately.

Article B3. Availability and maintenance

- B3.1** Upward Technologies uses reasonable efforts to keep the SaaS service available. An availability percentage or response times apply only if agreed in a service level agreement (SLA).
- B3.2** Upward Technologies may temporarily take the SaaS service out of operation for scheduled maintenance. It schedules maintenance outside office hours where possible and announces it in advance. Urgent maintenance, such as fixing security vulnerabilities, may be carried out without prior notice.
- B3.3** Upward Technologies makes updates available as part of the service. The client has no entitlement to retain a particular version.

Article B4. Client Data

- B4.1** Client Data remains the property of the client. Upward Technologies uses that data only to provide, secure and improve the service and to comply with legal obligations.
- B4.2** Upward Technologies may use anonymised and aggregated usage data, which cannot be traced back to the client or to individuals, to analyse and improve its services.
- B4.3** Upward Technologies makes backups in accordance with its usual practice or the agreed SLA. The client remains responsible for complying with any retention obligations that apply to it.
- B4.4** After the end of the agreement, Upward Technologies makes Client Data available for export in a structured, commonly used and machine-readable format, subject to article B6. After the export period ends, Upward Technologies may delete the data, unless a statutory retention obligation prevents this.

Article B5. Trial period

B5.1If Upward Technologies makes a SaaS service available free of charge or as a trial, this is done without any warranty or commitment regarding availability and support, and Upward Technologies may end the trial at any time.

Article B6. Switching to another provider (Data Act)

B6.1This article applies to the extent the SaaS service or the hosting qualifies as a data processing service within the meaning of Regulation (EU) 2023/2854 (Data Act). In the event of a conflict between these terms and the mandatory provisions of the Data Act, those provisions prevail.

B6.2The client may request a switch to another provider or to its own environment, or the full erasure of its data, with a notice period of no more than two months. The request must clearly describe the intended switch and the data to be transferred. If a request is unclear, Upward Technologies will contact the client within a reasonable period to clarify it.

B6.3After the notice period ends, a transitional period of no more than thirty calendar days applies, during which Upward Technologies reasonably supports the switch and continues to provide the service. If that period is technically unfeasible, Upward Technologies will notify the client within fourteen working days of the request, stating its reasons and an alternative period of no more than seven months.

B6.4After the transitional period ends, the client may retrieve its data for at least thirty calendar days. Upward Technologies will then delete the data, unless a statutory retention obligation prevents this.

B6.5Upward Technologies will not charge more for switching than the Data Act permits. From 12 January 2027, no switching charges will be made. Work outside the statutory switching obligations, such as custom work for the migration or support by Upward Technologies staff, is provided at the applicable rates.

B6.6This article does not apply to services of which most features have been developed or adapted specifically for the client, or to services provided as a trial or test version, to the extent the Data Act provides an exception for them.

Article B7. Continuity

B7.1The parties may agree in writing on an escrow arrangement, under which the source code of the SaaS service or of the Custom Work is deposited with an independent escrow agent and released to the client under the conditions set out in that arrangement, such as the bankruptcy of Upward Technologies or discontinuation of the service without a successor. The costs of the escrow arrangement are borne by the client, unless agreed otherwise.

B7.2The client may use released source code only to ensure the continuity of its own use of the service, and not to provide services to third parties.

Module C. AI services and agents

Article C1. Applicability

C1.1 This module applies where Upward Technologies provides AI services, including developing, configuring, training, hosting or making available AI agents, models, prompts, chatbots, knowledge bases and automated workflows.

Article C2. Nature of AI output

C2.1 The client acknowledges that AI systems operate on the basis of probability. Output may be inaccurate, incomplete, inconsistent or outdated, may vary from one instance to another, and may resemble output provided to others.

C2.2 Upward Technologies uses reasonable efforts to set up, test and monitor AI services with care, but does not warrant the accuracy, completeness or fitness for a particular purpose of individual output.

C2.3 The client remains responsible for decisions it makes on the basis of AI output. The client ensures appropriate human oversight and reviews output before it is used for decisions with legal or other material effects on individuals, or is published or provided to third parties.

Article C3. Input and output

C3.1 The client warrants that it is entitled to use the data and materials it submits as input to AI services, and that such input does not infringe third-party rights.

C3.2 Output generated by an AI service specifically for the client belongs to the client, to the extent rights can exist in it. Upward Technologies does not warrant that output is protected by intellectual property rights or that output does not infringe third-party rights.

C3.3 Agents, models, prompts, workflow configurations and other components of the AI service are Background IP of Upward Technologies, even if they were set up with or for the client. Articles 9.4 and 9.5 apply.

C3.4 The client may not use the AI service, the underlying agents, models and prompts, or their output to train, fine-tune or evaluate other models, may not copy or replicate them, and may not integrate them into other AI systems, without the prior written consent of Upward Technologies. This does not affect the use of output for the client's own business operations.

Article C4. Third-party models and services

C4.1 AI services may use third-party models and infrastructure. Upward Technologies selects these with care and in accordance with article 10.

C4.2 Model providers may change, replace or withdraw models. In that case Upward Technologies may deploy an equivalent alternative. If this leads to a materially different result or higher costs, the parties will consult on the consequences.

C4.3 Use of AI services may be subject to consumption, such as tokens, calls or compute time. Unless agreed otherwise, third-party consumption costs are passed on. Upward Technologies may set usage limits to control costs and prevent misuse.

Article C5. Local models and data

C5.1 Where AI services are applied to personal data or production data of the client or its customers, this is done with models hosted locally or by Upward Technologies itself, in accordance with article 10.2.

C5.2 Knowledge bases and vector databases populated with Client Data are kept separate per client and are deleted after the end of the agreement or, upon request, transferred to the client.

Article C6. Regulation

- C6.1** The parties cooperate to comply with the obligations arising for them from Regulation (EU) 2024/1689 (AI Act) and other applicable regulations. The client informs Upward Technologies in advance if it intends to use an AI service for an application that may qualify as prohibited or high-risk under those regulations.
- C6.2** As deployer, the client is responsible for the manner in which it uses the AI service, including informing individuals who interact with an AI system, to the extent required by law. The client ensures that its staff working with the AI service have a sufficient level of AI literacy.
- C6.3** Upward Technologies may decline requests to develop or deploy AI services for applications that, in its reasonable judgement, are unlawful, unethical or in breach of the terms of its suppliers.

Module D. Hosting, support and maintenance

Article D1. Applicability

D1.1 This module applies where Upward Technologies provides hosting, management, support or maintenance for software, websites, applications or infrastructure.

Article D2. Hosting and management

D2.1 Upward Technologies provides hosting through its own infrastructure or through third-party infrastructure, including cloud providers. Upward Technologies may change the underlying infrastructure, provided the agreed functionality and level of security do not materially deteriorate.

D2.2 Unless agreed otherwise, hosting and data storage for the client take place within the European Economic Area.

D2.3 The client complies with the reasonable usage rules and limits set by Upward Technologies for the hosting, including for storage, data traffic and computing power. If these are exceeded, Upward Technologies may charge the excess usage at the applicable rates.

D2.4 Upward Technologies may immediately block the hosting in whole or in part where necessary to prevent or limit damage, misuse or a security incident, or where required to do so by law.

D2.5 Article B4.4 and article B6 apply accordingly to Client Data stored by Upward Technologies as part of the hosting.

Article D3. Support

D3.1 Upward Technologies provides support during the agreed support hours and through the agreed channels. Unless agreed otherwise, support hours are working days from 09:00 to 17:00 Dutch time, excluding Dutch public holidays.

D3.2 Response times and resolution times apply only to the extent agreed in an SLA. Response times refer to the time until a first substantive response, not until resolution.

D3.3 Support does not include: training, advice, work on software or systems not covered by the agreement, or resolving problems caused by the client or third parties. Upward Technologies may perform such work after consultation at the applicable rates.

Article D4. Maintenance

D4.1 Maintenance includes, to the extent agreed, remedying defects, applying security updates and adapting software to changes in underlying components.

D4.2 Maintenance does not include developing new functionality, unless the parties have agreed a bundle of hours or a budget for this.

D4.3 Upward Technologies may carry out maintenance at times it reasonably determines, and informs the client in advance of maintenance that causes noticeable interruption.

Article D5. Domain names and third-party licences

D5.1 Where Upward Technologies applies for domain names, certificates or third-party licences on behalf of the client, the rules and terms of the relevant registries and suppliers apply. Upward Technologies does not warrant that an application will be granted.

D5.2 Domain names registered for the client are registered in the client's name wherever possible.

Module E. Advisory and consultancy services

Article E1. Applicability

E1.1 This module applies where Upward Technologies provides advice, analyses, technical assessments, audits, architecture designs, second opinions or other consultancy services.

Article E2. Performance and nature of the advice

E2.1 Upward Technologies performs the work on the basis of the information, source code, documentation and access provided by the client. The advice is only as good as that information. Upward Technologies is not required to verify its accuracy and completeness independently.

E2.2 An advice or report reflects the findings at the time it is prepared and within the agreed scope. Upward Technologies does not warrant that all defects, risks or vulnerabilities will be found.

E2.3 The decision whether to follow an advice, and how to implement it, rests with the client. Upward Technologies is not liable for the consequences of choices the client makes on the basis of the advice, except to the extent article 15 provides otherwise.

E2.4 Upward Technologies does not provide legal, tax or financial advice, unless expressly agreed otherwise in writing.

Article E3. Reporting and use

E3.1 Unless agreed otherwise, an advice or report is delivered in the form Upward Technologies considers appropriate. The client reports any inaccuracies within ten working days of receipt.

E3.2 The client may use reports and advice for its own business operations. Disclosure to third parties, other than the client's advisers and regulators, and publication require the prior written consent of Upward Technologies.

E3.3 The methods, checklists, tools and analytical models used in the advice are Background IP of Upward Technologies.

These general terms and conditions have been drawn up by Upward Technologies B.V. and are provided to the client with every quotation or agreement. The current version is available free of charge on request from info@upwardtech.nl.