

SCHEDULE I: RIGHT OF USE & GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1.1. The general terms and conditions incorporated herein shall apply to every agreement regarding a Right of Use and/or the Services (as defined below) to be granted and/or delivered by Qollabi BVBA or any of its affiliates ("QOLLABI") to a customer (the "Customer"). For the purposes of these general terms and conditions, "Agreement" means the applicable order form, subscription plan, proposal, statement of work or other commercial document entered into between QOLLABI and the Customer describing the Right of Use and/or the Services, together with these general terms and conditions and the schedules attached thereto.

1.2.

2. Application, Right of Use and Services

2.1. QOLLABI has developed an application which enables companies to structure and monitor their sales process and might develop other applications or functionalities (the "Application").

2.1A. An overview of the Application's functionalities, including any Artificial Intelligence features incorporated in or made available as part of the Application, is available on QOLLABI's website at <https://www.qollabi.com/agent-workflows>. QOLLABI may update this overview from time to time to reflect product developments.

2.2. Under the terms of the Agreement, Customers can purchase a right from QOLLABI that entitles them to access the Application online under (the "Right of Use") and parties can agree on certain services to be provided by QOLLABI to the Customer such as, but not limited to, customization and support services in relation to the Application (the "Services").

2.3. Both the scope of the Right of Use and the scope of the Services are, when agreed upon, limited to what has been explicitly agreed upon in the Agreement.

2.4. If not explicitly agreed otherwise in the Agreement, the Application will be made available to Customers online as 'Software as a Service' ("SaaS").

2.5. For technical reasons, the parties might agree that the Application is (also) installed at the Customer's premises. In such case the parties agree with regard to the Software (as defined in clause 3.4.1 below) installed at the Customer's premises that:

2.5.1. the Customer is granted a licence to the Software (the "Licence"), the scope of which is limited to the rights necessary to use the Application in accordance with the Right of Use;

2.5.2. the Licence contains all rights that the Customer has under applicable mandatory law, such as the right to make 1 (one) copy of the Software for back-up purposes;

2.5.3. the Licence is non-exclusive, non-sublicensable and non-transferable;

2.5.4. the Customer is not entitled to any other upgrade, repair, modification or support services with regard to the Software than as explicitly stipulated in the Agreement as being part of the Services;

2.6. QOLLABI may make the Application and/or Services available to the Customer in connection with a commercial arrangement whereby a third party (such as an insurer or financial institution) (the "Sponsoring Party") sponsors the Customer's access to specific features or campaign functionalities of the Application (a "Sponsored Campaign"). Unless explicitly agreed otherwise in writing, these general terms and conditions apply equally to the Customer's use of the Application in the context of a Sponsored Campaign. For the avoidance of doubt, the Customer's status as controller of Personal Data and its rights in and to the Customer Data are unaffected by any Sponsored Campaign arrangement.

2.7. Where QOLLABI provides services to a party that is not a Customer of the Application (such as a Sponsoring Party acting in its own capacity), but rather purchases services from QOLLABI that are not linked to any right of use of the Application, these general terms and conditions shall apply to such arrangement mutatis mutandis, to the extent relevant and unless explicitly agreed otherwise in writing between QOLLABI and such party.

3. Scope Right of Use

3.1. Subject to the full payment of all fees with regard to the Right of Use (the "Subscription Fee") and the restrictions, as set out in the Agreement, the Right of Use of the Customer consists of a non-exclusive, non-transferable right to permit the number of users specified in the applicable Agreement (the "Authorised Users"), to use the Application during the subscription term as specified in the Agreement, solely for the Customer's internal business operations.

3.2. The Right of Use may be subject to additional usage limitations as specified in the Agreement, including but not limited to limitations relating to the number of Authorised Users, credits, credit period, campaigns, modules, features, integrations or other usage metrics. The Customer shall ensure that its use of the Application does not exceed such limitations.

3.2. The initial subscription term shall be 12 (twelve) months from the date on which the Agreement is entered into by the parties (the "Effective Date") (the "Initial Term"). Thereafter, the Agreement shall automatically renew for successive periods of 12 (twelve) months (each a "Renewal Term"), unless either party gives written notice of non-renewal at least to 3 (three) months before the end of the then-current term, unless otherwise specified in the Agreement.

3.3. In relation to the Authorised Users, the Customer undertakes that:

3.3.1. the maximum number of Authorised Users that it authorises to access and use the Application shall not exceed the number specified in the applicable Agreement;

3.3.2. each Authorised User shall keep a secure password for his use of the Application and that each Authorised User shall keep his password confidential;

3.3.3. it shall maintain a written, up to date list of current Authorised Users and provide such list to QOLLABI within 7 days of QOLLABI's written request at any time;

3.3.4. it shall not access, store, distribute or transmit any viruses, or any unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive material during the course of its use of the Application.

3.3.5. each Authorised User shall be assigned a unique user account and login credentials. Authorised User accounts may not be shared between multiple individuals. The Customer shall ensure that access to the Application is limited to Authorised Users only and that each Authorised User uses the Application solely through their individual account.

3.4. The Customer shall, not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

3.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application and the software vested therein (hereinafter together: the "Software") in any form or media or by any means; or

3.4.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Software; or

3.4.3. access all or any part of the Application and the Software in order to build a product or service which competes with the Application and the Software; or

3.4.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party except the Authorised Users.

3.4.5. use any automated system, including without limitation bots, crawlers or scraping tools, to access, extract or harvest data from the Application except as expressly permitted by QOLLABI.

3.4.6. use the Application, Software, Documentation or any Output generated by the Application, including any AI Feature, to train, fine-tune or otherwise develop any machine learning model, artificial intelligence system or similar technology, including through automated extraction, scraping or bulk download, without the prior written consent of QOLLABI.

3.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Application and, in the event of any such unauthorised access or use, promptly notify QOLLABI.

3.6. QOLLABI shall use commercially reasonable endeavours to keep the Application available 24 hours a day, seven days a week, except for:

3.6.1. planned maintenance carried out during the maintenance window of 10.00 pm to 6.00 am CET; and

3.6.2. unscheduled maintenance performed outside the maintenance window identified above, provided that QOLLABI has used reasonable endeavours to give the Customer at least 24 hours' notice in advance.

3.7. QOLLABI will, as part of the Services and at no additional cost to the Customer, provide the Customer with QOLLABI's standard customer support services during normal business hours in accordance with QOLLABI's

customer services policy in effect at the time that the Services are provided. QOLLABI may amend its support services policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at QOLLABI's then current rates.

3.8. The Customer hereby grants QOLLABI team members access to the Customer's environment within the Application with super administrator rights ("Super Admin Access"). Such Super Admin Access is granted solely for the purposes of providing support, implementation, troubleshooting, configuration and other services in connection with the Application as agreed between the parties. QOLLABI shall ensure that its team members exercise Super Admin Access in accordance with applicable data protection legislation, the confidentiality obligations set out in these general terms and conditions, and any additional security requirements communicated by the Customer in writing. The Customer may revoke Super Admin Access at any time by providing written notice to QOLLABI.

4. Customer data

4.1. The Customer shall own all rights, title and interest in and to all of the data inputted by the Customer. Authorised Users, or QOLLABI on the Customer's behalf for the purpose of or while using the Application (the "Customer Data"). The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the (processing of the) Customer Data.

4.2. Notwithstanding the foregoing, QOLLABI may collect, use and analyse data relating to the use and performance of the Application, including data derived from Customer Data, provided that such data is aggregated and anonymised in such a manner that it does not identify the Customer or any individual. QOLLABI may use such aggregated and anonymised data for the purposes of operating, maintaining, improving and developing the Application and its Services.

4.3. QOLLABI shall follow its archiving procedures for Customer Data and shall make regular back-ups of the Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for QOLLABI to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by QOLLABI in accordance with its archiving procedure. QOLLABI shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by QOLLABI to perform services related to Customer Data maintenance and back-up).

5. Data Protection

5.1. Both parties will comply with all applicable requirements of the applicable national data protection legislation and the General Data Protection Regulation (EU) 2016/679 ("Regulation") and any other directly applicable European Union regulation relating to privacy (all together hereinafter referred to as "Data Protection Legislation"). Clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

5.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and QOLLABI is the processor of the Customer Data (where controller and processor have the meanings as defined in the Regulation). The data processing agreement ("Processing Agreement") attached as Schedule II to the Agreement sets out the scope, nature and purpose of processing by QOLLABI, the duration of the processing and the types of Personal Data and categories of Data Subjects (as defined in the Regulation). Agreement.

5.3. Without prejudice to the generality of clause 5.1, the Customer will ensure that and warrants it has all necessary appropriate consents, notices and other arrangements in place to enable lawful transfer of the Personal Data (including the Customer Data) to QOLLABI for the duration and purposes of the

5.4. In the context of a Sponsored Campaign (as defined in clause 2.6), the Sponsoring Party shall have no access to any Personal Data or Customer Data. The Sponsoring Party shall only be entitled to receive aggregated and anonymised campaign performance metrics (such as the total number of emails sent, open rates and click-through rates) that do not allow the identification of individual Data Subjects or customers of the Customer. No individual Personal Data, segment lists, file information or exportable data will be shared with the Sponsoring Party.

6. Supplier's obligations

6.1. QOLLABI undertakes that the Application will perform and that the Services are delivered in all material respect in accordance with the documentation and other information made available by QOLLABI as part of the Agreement.

6.2. The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Application contrary to QOLLABI's instructions, or modification or alteration of the Application by any party other than QOLLABI or QOLLABI's duly authorised contractors or agents. If the Application does not conform due to other causes than the foregoing, QOLLABI will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause

6.3. Notwithstanding the foregoing, QOLLABI:

6.3.1. does not warrant that the Customer's use of the Application will be uninterrupted or error-free; nor that the Application, Services and/or the information obtained by the Customer through the Application will meet the Customer's requirements; and

6.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the use of the Application may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.4. QOLLABI warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

7. Customer's obligations

7.1. In addition to the timely fulfilment of all its obligations under the Agreement, the Customer shall:

7.1.1. provide QOLLABI with all co-operation and information reasonably required for the execution of the Agreement; and

7.1.2. comply with all applicable laws and regulations with respect to its activities under the Agreement, including but not limited to its obligations under the Data Protection Legislation as the controller of the Personal Data processed by QOLLABI as a data Processor;

7.1.3. ensure that the Authorised Users use the Application in accordance with the terms and conditions of the Agreement and shall be responsible and liable for any Authorised User's breach of the Agreement;

7.1.4. obtain and shall maintain all necessary licences, consents, and permissions necessary for QOLLABI, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services; and

7.1.5. be solely responsible and liable for procuring and maintaining its network connections and telecommunications links from its systems to QOLLABI's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

7.1.6. where the Customer uses the Application to send email or other electronic communications campaigns, ensure that it has obtained all necessary prior consents and permissions required under applicable law (including the Data Protection Legislation) to send such communications to each intended recipient, and ensure that the content of such campaigns complies with all applicable laws and regulations; the Customer shall be solely responsible for the content, legality, deliverability and consequences of any such email campaigns sent through the Application.

8. Charges and payment

8.1. The Customer shall pay the Subscription Fee and the fee for the Services (the "Service Fee") to QOLLABI for the Right of Use in accordance with this clause 8.

8.2. QOLLABI shall invoice the Customer as per the Effective Date for the Subscription Fee and the fee for the Services (the "Service Fee") as agreed upon in the Agreement.

8.3. The Customer shall pay each invoice within 30 (thirty) days after the date of such invoice.

8.4. If QOLLABI has not received payment within 30 (thirty) days after the due date, and without prejudice to any other rights and remedies, QOLLABI may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Application and QOLLABI shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

8.5. All amounts and fees stated or referred to in the Agreement:

8.5.1. shall be payable in euro;

8.5.2. are non-cancellable and non-refundable;

8.5.3. are exclusive of value added tax or any other taxes, which shall be added to QOLLABI's

invoice(s) at the appropriate rate.

8.6. If, at any time whilst using the Application, the Customer exceeds the rights it has been granted under the Right of Use, QOLLABI shall charge the Customer, and the Customer shall pay, the fees applicable based on QOLLABI' standard rates increased with interest and reasonable administrative costs.

8.7. At the start of each renewal term as identified in clause 3.2 QOLLABI may automatically adjust the Subscription Fee in accordance with the latest official Belgian Consumer Price Index. In addition, QOLLABI shall be entitled to increase the Subscription Fees upon 90 (ninety) days' prior notice to the Customer.

9. Proprietary rights

9.1. The Customer acknowledges and agrees that QOLLABI and/or its licensors own all intellectual property rights in the Services, the Application and the Software ("QOLLABI' IPR"). Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of QOLLABI' IPR.

9.2. QOLLABI acknowledges and agrees that the Customer and/or its licensors own all intellectual property rights in the Customer Data.

9.3. As part of the Services or the Right of Use the Application might be customized for the Customer (the "Personalisation"). The Personalisation is limited to the customization of the Customer specific settings of the Application and does not involve any material adjustments to the Software itself. The Personalisation and all results thereof are part of the Application and therefore QOLLABI' IPR.

9.4. As part of the Services QOLLABI may deliver certain specifically for the Customer developed deliverables to the Customer (the "Deliverables"). For the sake of clarity, the Application and the Software are explicitly

excluded from the Deliverables. Subject to full payment of all invoices, QOLLABI grants the Customer a perpetual, non-transferable, non-exclusive right to use, copy and modify the Deliverables in accordance with the terms of the Agreement. The Customer is entitled to use the Deliverables for its own internal business purposes only.

10. Acceptance

10.1. If an acceptance procedure has been agreed upon in writing, the acceptance period shall amount to 10 (ten) days after delivery or, if a phase to be implemented by QOLLABI has been agreed upon in writing, after completion of the phase in question. During the acceptance period the Customer may not use the Application or Deliverables or other results of the Services for productive or operational purposes.

10.2. The Deliverables or other results of the Services shall be deemed to have been accepted by the Customer:

10.2.1. on completion of the provision of Services, in case an acceptance test has not been agreed between parties;

10.2.2. on the first day after the acceptance period, in case an acceptance test/period has been agreed between parties in writing;

10.2.3. when the Customer notifies QOLLABI in any way before the end of the acceptance period that the Deliverables or other results of the Services are accepted or that only imperfections remain that do not prevent this acceptance; or

10.2.4. the Customer makes any use of the Services and/or any Deliverables provided, for productive or operational purposes before the formal moment of acceptance.

FP/December 2019/3036375.1



10.3. If, within 10 (ten) days after delivery, the Customer has not provided to QOLLABI written notice identifying specifically any basis for not approving the Services or Deliverables, all Services and Deliverables submitted to the Customer for approval shall be deemed accepted.

10.4. If the Customer does not accept the provision of the Services and/or the Deliverables, then the Customer and QOLLABI will together draft a list with those errors that prevent the Services and/or Deliverables from being accepted by the Customer. QOLLABI will remedy these errors within a reasonable time. With QOLLABI having proved the remedy of all errors of the list the Services and/or the Deliverables are deemed to be accepted.

10.5. When QOLLABI has not succeeded in remedying all errors within a reasonable period, parties will discuss any possible next steps.

10.6. If the Services are provided in phases, the non-acceptance of a certain phase shall be without prejudice to any acceptance of an earlier phase.

11. Confidentiality

11.1. Each party may be given access to confidential information from the other party ("Confidential Information") in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:

11.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

11.1.2. was in the other party's lawful possession before the disclosure;

11.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

11.1.4. is independently developed by the receiving party, which independent development can be proven by written evidence; or

11.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

11.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement. 11.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5. QOLLABI acknowledges that the Customer Data is the Confidential Information of the Customer.

11.6. This clause 11 shall survive termination of the Agreement, however arising.

12. Indemnity

12.1. The Customer shall defend, indemnify and hold harmless QOLLABI against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the – processing of the – Customer Data or related to use of the Application and/or Services in a manner not permitted under the Agreement, provided that:

12.1.1. the Customer is given prompt notice of any such claim;

12.1.2. QOLLABI provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

12.1.3. the Customer is given sole authority to defend or settle the claim.

12.2. QOLLABI shall, subject to clause 13, defend the Customer, its officers, directors and employees against any claim that QOLLABI' IPR infringes any EU patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

12.2.1. QOLLABI is given prompt notice of any such claim;

12.2.2. the Customer provides reasonable co-operation to QOLLABI in the defence and settlement of such claim, at QOLLABI' expense; and

12.2.3. QOLLABI is given sole authority to defend or settle the claim.

12.3. In the defence or settlement of any claim, QOLLABI may procure the right for the Customer to continue using the Services and/or the Application, or replace or modify the Services and/or Application so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 7 (seven) days notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

12.4. In no event shall QOLLABI, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

12.4.1. a modification of the Services, Application or Software by anyone other than QOLLABI; or

12.4.2. the Customer's use of the Services or Application in a manner contrary to the instructions given to the Customer by QOLLABI; or

12.4.3. the Customer's use of the Services or Application after notice of the alleged or actual infringement from QOLLABI or any appropriate authority.

12.5. The foregoing states the Customer's sole and exclusive rights and remedies, and QOLLABI' (including QOLLABI' employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of liability

13.1. Except as expressly and specifically provided otherwise in the Agreement: 13.1.1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Application by the Customer, and for conclusions drawn from such use;

13.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and

13.1.3. the Services, the Application, the Software and the Deliverables are provided to the Customer on an "as is" basis.

19. Artificial Intelligence Features

19.1. Definitions. In this clause 19, the following definitions apply. "AI Feature" means any artificial intelligence or machine learning functionality made available by QOLLABI as part of the Application, including without limitation the

13.2. Except in case of gross negligence or wilful misconduct of QOLLABI or its directors, QOLLABI' total aggregate liability arising in connection with the Agreement:

13.2.1. excludes any loss of profits, loss of business, loss of goodwill, loss or corruption of data or information and any special, indirect or consequential loss, costs or damages however arising under the Agreement; and

13.2.2. shall be limited to direct damages up to the total fees paid under the Agreement during the 12 (twelve) months immediately preceding the date on which the claim arose.

13.3. Without prejudice to clause 7.1.6 and to the fullest extent permitted by applicable law, QOLLABI shall not be liable for: (i) the content of any email or other electronic communications campaign sent through the Application by or on behalf of the Customer; (ii) the failure of any such campaign to reach its intended recipients or to achieve the desired result; or (iii) any regulatory fines, penalties, third-party claims or damages arising from the Customer's failure to comply with applicable law (including the Data Protection Legislation) in connection with such email campaigns. The Customer shall indemnify and hold harmless QOLLABI against any such claims, losses or liabilities arising from email campaigns conducted by or on behalf of the Customer through the Application.

14. Term and termination

14.1. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate (ontbinden) the Agreement without liability to the other if:

14.1.1. the other party commits a breach of any of the essential obligations of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

14.1.2. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors.

14.2. On termination of the Agreement for any reason:

14.2.1. the Right of Use shall immediately terminate;

14.2.2. each party shall return and make no further use of any equipment, property, Confidential Information and other items (and all copies of them) belonging to the other party; and

14.2.3. QOLLABI may destroy or otherwise dispose of any of the Customer Data in its possession unless QOLLABI receives, no later than 10 (ten) days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. QOLLABI shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 (thirty) days of receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination.

15. Force majeure

15.1. QOLLABI shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents due to force majeure, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of QOLLABI or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub contractors, provided that the Customer is notified of such an event and its expected duration.

16. Severance

16.1. If any provision (or part of a provision) of the Agreement is found to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted and/or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. Governing law and jurisdiction

17.1. The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of Belgium. The Vienna Sales Convention shall be explicitly excluded.

17.2. The parties irrevocably agree that the courts of Antwerp, Belgium have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement.

18. General

18.1. The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

18.2. The Customer shall not, without the prior written consent of QOLLABI, assign, transfer, charge,

sub contract or deal in any other manner with all or any of its rights or obligations under the Agreement. 18.3. QOLLABI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

18.4. Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

AI-powered cross- and upsell intelligence, automated campaign generation, agent workflows and smart summaries features as described in the Agreement. “**Documentation**” means the functional and technical documentation relating to the Application and its AI Features made available by QOLLABI, including through its website “**Output**” means any content, data, recommendation, insight, text, prediction, summary or other result generated by an AI Feature in response to a prompt, input or data provided by or on behalf of the Customer.

19.2. If an AI Feature is made available as part of the Application, the Customer may use that AI Feature only as expressly permitted in the Documentation and the Agreement, and solely for the Customer’s internal business purposes.

19.3. The Customer undertakes and warrants that it shall not, and shall procure that its Authorised Users shall not:

- (a) use any AI Feature to make decisions that produce legal or similarly significant effects without appropriate meaningful human oversight;
- (b) rely on any Output as factually accurate without independent verification;
- (c) input into any AI Feature any data or content that is unlawful, infringes third-party rights or that the Customer is not lawfully entitled to use;
- (d) use any AI Feature in a manner that violates applicable law or any permitted use set out in the Agreement or Documentation; or
- (e) use the Application, any AI Feature or any Output generated through the Application to train, fine-tune or otherwise develop any machine learning model, artificial intelligence system or similar technology without the prior written consent of QOLLABI.

19.4. The Customer acknowledges that AI Features may rely on automated processing and may generate Outputs that are inaccurate, incomplete or otherwise unsuitable without further human review.

19.5. Any Output generated through the Customer’s use of an AI Feature shall belong to the Customer. QOLLABI does not claim any rights in or to the Output, except to the extent that the Output reproduces elements of QOLLABI IPR or to the extent necessary for the operation, maintenance and improvement of the Application. The Customer is solely responsible for the use of the Output, including ensuring that such use complies with applicable law and does not infringe any third-party rights.

19.6. QOLLABI may suspend or withdraw access to any AI Feature, in whole or in part, where it determines that such action is reasonably necessary to:

- (a) comply with applicable law, court orders or regulatory guidance;
- (b) address a material security risk, integrity issue or system performance degradation; or
- (c) prevent misuse or mitigate harm, including where the AI Feature is being used in breach of the Agreement.

Where practicable, QOLLABI shall provide the Customer with advance notice of any suspension or withdrawal. In urgent cases, QOLLABI may take immediate action and notify the Customer as soon as reasonably possible thereafter.