



SHAMAN B.V. SOFTWARE-AS-A-SERVICE

Terms and conditions for Shaman version September 15th, 2025

Terms and conditions for Shaman B.V.

The service "Shaman" is offered over the internet in the form of Software-as-a-Service by the company Shaman B.V.. Using Shaman constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by Shaman B.V.

Article 1. Definitions

1. **Agreement:** A countersigned written offer from Provider for the provision of the Service to the Customer or a purchase order for Provider, including but not limited to additional, amended and/or follow-up offers.
2. **Confidential Information:** Any information designated as confidential or which can reasonably be presumed to be confidential, including but not limited to trade secrets, technical information and customer data.
3. **Customer:** The entity or organization that subscribes to and uses the SaaS Service.
4. **Defect:** The failure of the Service to fully or correctly meet the agreed-upon use, including but not limited to bugs.
5. **Fair Use:** The reasonable and normal use of the Service as intended and described in the Agreement.
6. **Provider:** Shaman B.V., registered with the Chamber of Commerce under number 64284409.
7. **Service:** The Software-as-a-Service ("SaaS") offering, in this case 'Shaman', including but not limited to Shaman, CLM Builder, Shaman Email Builder, Shaman Marketing Email Builder, Shaman Platform and/or Shaman Dialogue.
8. **Service Level Agreement:** An agreement that specifies the quality of services to be delivered, including availability, maintenance and support.
9. **Update:** A subsequent version of the Service in which Defects have been fixed and/or the operation of the Software has otherwise been improved.
10. **Upgrade:** A subsequent version of the Service with predominantly new or modified functionalities, which may be released under a new name.
11. **User:** An individual authorized by the Customer to access and use the Service, including employees and temporary staff.

Article 2. Offer and acceptance

1. These terms and conditions will be applicable to the offer, to all Agreements between Provider and Customer and to all subsequent orders for the Service by the Customer.
2. Any offer made by Provider is non-binding and may be withdrawn at any time prior to acceptance by the Customer, unless expressly stated otherwise in writing. An Agreement shall only come into effect once the Customer

has accepted the offer and such acceptance has been confirmed in writing by the Provider.

3. In the event of a conflict between the terms and conditions contained in the offer (excluding its appendices) and these terms and conditions, the former will prevail. In any event, these terms and conditions will override any different or additional terms and conditions contained or referred to in the offer by the Customer or any other document or correspondence from the Customer.
4. No addition, alteration or substitution of these terms and conditions will bind Provider or form part of the Agreement unless they are expressly accepted in writing by a person authorized to sign on behalf of Provider.
5. Provider explicitly rejects the applicability of the (general) terms and conditions of the Customer.
6. Upon conclusion of the Agreement, Provider will provide Confidential Information required to access the Service and the (online) documentation produced by Provider, specifying how the Service should be used, as may be amended by Provider at its own discretion.

Article 3. The Service

1. The Service is offered for the purpose of office automation within the Customer's organization, using the tools available from Provider. The Customer chooses itself how to employ the tools, for which specific purposes and which Users will use the Service. The Customer acknowledges that the Service is provided 'As-is' and as a generic, web-based Service for all customers of Provider. Provider can therefore not guarantee that the Service meets the specific requirements and objectives of the Customer.
2. The software and hardware requirements in order to access the Service, if any, are described in the offer, insofar as these requirements are reasonably foreseeable by the Provider. As far as third-party technology or software is required for access to and/or use of the Service, these will be specified in the offer. The Customer is solely responsible for obtaining all the appropriate licenses to use any third-party software or hardware.
3. An internet connection is required to access the Service. The Customer is solely responsible for having and keeping an internet connection and/or other telecommunications networks.
4. Users may use the Service during the term of the Agreement within Customer's organization and for internal purposes only. The Customer may only allow use of the service by its Users, duly authorized by the Customer. The Customer is not permitted to allow use of the Service by any third party not covered by this clause.
5. Access to the service is personal. A User may not grant access to the Service to a person not authorized by the Customer. The Customer hereby warrants that only authorized Users will make use of the Service.



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6. The User must secure access to their account using the username and password against third parties. In particular, the user must keep the login credentials strictly confidential. Provider may assume that all actions undertaken from the accounts after logging in with username and password are authorized and supervised by the Customer. This means that the Customer is liable for any actions and any damages as a result of these actions, unless and until the Customer has notified Provider that someone else – not being a User - has access to the login credentials.
7. The Customer acknowledges that the Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Provider is not responsible for any delays, delivery failures, or other damage resulting from such problems.
2. It is not permitted to use the Service for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous, or racist. It is not permitted to use the Service in a manner that causes a nuisance or hindrance to other Users. This includes (among others) the use of personal scripts or programs for uploading or downloading large amounts of data or excessively often accessing the Service. Provider applies the Fair Use principle, meaning that Customer is, in principle, not subject to data storage restrictions unless, in Provider's opinion, the Customer is abusing this provision or exceeding reasonable use. Should Provider discover that the Customer or the Users authorized by the Customer violate any of the above, or receive a complaint alleging the same, then Provider may intervene to end the violation.

Article 4. Availability, maintenance and data export

1. All services are performed on a reasonable best-effort basis, unless a specific result has been explicitly agreed upon in writing and described in detail.
2. Provider may, at its own discretion, adapt the Service. Customer may provide feedback and suggestions. The Customer is entitled to provide feedback and suggest modifications to the Service. However, Provider is under no obligation to implement or act upon such feedback or suggestions. Provider retains sole discretion in determining which adaptations or modifications, if any, to carry out.

Article 5. Updates & Upgrades

3. As part of the maintenance, Provider provides Updates to the Service. The Service is provided according to the SaaS-principle, which means that Provider rolls out Updates periodically or intermittently, for which no acceptance procedure takes place. It is not possible for individual Customers to prevent the deployment of an Update. Any Defects will be resolved by Provider without unreasonable delay.
4. In case the Update is reasonable expected to negatively impact availability, the Provider shall carry out the Update at night (between 23:00 and 07:00 local time). If the Update affects the functionality and/or the way Users of the Customer use the Service, Provider will inform the Customer in a timely manner. Emergency maintenance and/or Updates can take place at any time and without prior announcement.
5. Provider may at its own discretion, provide Upgrades. Provider reserves the right to charge a fee for Upgrades, which may include a one-time implementation fee and/or an increase in ongoing license fees. Provider may declare the (old) software or parts thereof as 'End-of-Life', ceasing all maintenance and support. In such cases, Provider shall notify the Customer at least six (6) months in advance to allow for necessary transition or migration planning.
6. The distinction between Updates and Upgrades is determined solely by the Provider.

Article 6. Terms of 'Fair Use'

1. Users may use the Service during the term of the Agreement within the Customer's organization and for the Customer's internal purposes only.

3. If in the opinion of Provider the continued functioning of systems under the Service is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Provider may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
4. Provider is at all times entitled to file a criminal complaint for any offenses committed through or using the Service. Provider may recoup from the Customer all damages it suffers as a result of Customer's violation of these terms of use. The Customer agrees and holds harmless Provider from all third-party claims arising out of a violation of these terms of use.

Article 7. Intellectual property

1. The Service, the accompanying software, and all information and images on the website are the intellectual property of Provider's parent company. Provider has been granted an irrevocable, exclusive and perpetual worldwide right and license to use and/or sublicense this intellectual property. None of these items may be copied or used without prior written permission of Provider's parent company, except to the extent permitted by mandatory law. Nothing in this Agreement is intended to transfer all or part of such rights.
2. Information the Customer stores or processes using the Service is and remains the property of the Customer (or the property of its suppliers). Provider receives a limited license to use this information for the Service, including for future aspects thereof. The Customer can cancel this license by removing the information in question and/or terminating the Agreement. The Customer will indemnify the Provider for any claim of an alleged infringement of the rights of a third party to the extent that the violation is caused by the data of Customer.
3. If the Customer sends information to Provider for example a bug report or suggestion for improvement, the Customer grants Provider a perpetual and unlimited license to use this information for the benefit of the Service. This does not apply to information the Customer has expressly marked as confidential.
4. Provider shall refrain from accessing data the Customer stores or transfers using the Service, unless this is necessary for a good provision of the Service or Provider is forced to do so by law or order of a competent authority. In these cases, Provider shall use its reasonable efforts to limit access to the information as much as possible.



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Article 8. Compensation for the service

1. The use of the Service is subject to an annual fee. The fee is based on the number of Therapeutic Areas (TAs), countries, and Builders and Features of the Service. The fee must be paid in advance annually.
2. Payment is possible by making a wire transfer to the account of Provider, or as explained further in the offer.
3. All fees and prices on the website, offers, quotes, brochures, and other materials are subject to change as a result of (typographical) errors.
4. Provider may adjust its fees annually according to the then-current Dutch CPI index for business services (as published on www.cbs.nl or a successor site). Adjustment of the fees shall be made by giving notice to the Customer in writing or by electronic means (email). Notice shall be provided at least one (1) month before the changed fees take effect. If the Provider fails to send a notification of indexation, Provider reserves the right to subsequently send a recalculation.
5. All fees are payable within thirty (30) days from the date of the invoice presented to the Customer by Provider. All amounts due shall be paid in full without any deduction, abatement, set off, or withholding of any kind by the Customer.
6. Any payments owing to Provider pursuant to the fees not remitted within the period specified above shall be subject to the statutory interest rate in the Netherlands. The Customer shall reimburse Provider for all reasonable costs incurred by it in collecting any late payments or interest, including attorney's fees, court costs, and collection agency fees.
7. If the Customer fails to pay the fees in accordance with the terms of this article, Provider may, at its sole discretion, suspend delivery of the Service and/or support services until the overdue amounts have been paid in full, without further notice, without incurring any obligation or liability to Customer. The rights granted in this article are in addition to any other rights that Provider may have under the Agreement or at law.
8. All fees and other amounts payable by the Customer under this Agreement are exclusive of taxes and assessments. The Customer is responsible for all service, use and excise taxes, and any other similar taxes, duties and charges of any kind arising in respect of the Service imposed by any federal, state or local governmental or regulatory authority on any amounts payable by the Customer hereunder.
9. If Provider is (in the future) required to withhold any tax or charge pursuant to any applicable law or regulation, Provider shall be entitled to include and add such tax or charge to the fee for the service before invoicing the Customer. In such cases, the Customer is responsible for submitting the appropriate information or documentation regarding such taxes or charges.

Article 9. Limitation of liability

1. Except in case of intentional misconduct or gross negligence, the liability of Provider shall be limited to the amount paid by the Customer for the Service in the three (3) months prior to the moment the cause of the damage occurred.

2. Provider is in no event liable for indirect damages, including but not limited to consequential damages, lost profits, missed savings or damages through business interruption.
3. Compensation for damages as a result of a Defect shall only be payable if the Customer notifies the Provider of the Defect within two months after the Customer discovered or reasonably should have discovered the Defect causing the damage.
4. In case of a Defect caused by force majeure, Provider is never required to compensate damages suffered by the Customer. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, cyber security events (such as DDoS-attacks), interruptions in supply, fires and floods.

Article 10. Data Protection

1. Provider allows the Customer to process personal data. Provider acts as a processor as defined in the General Data Protection Regulation (GDPR); while the Customer is the controller. Provider will only process personal data in the context of the Service on behalf of and upon the instructions of the Customer.
2. The parties will comply with the GDPR by signing the data processing agreement which is provided by Provider and forms an integral part of the Agreement between Provider and the Customer.
3. The Customer warrants to adhere to the GDPR and any other (international) laws protecting privacy. The Customer guarantees the legality of the use of personal data processed by the Provider in the context of the Service. The Customer indemnifies and holds harmless Provider against all claims by third parties in connection with the GDPR and any other (international) laws protecting privacy.

Article 11. Term and termination

1. The Agreement enters into force as specified in article 2, but in any case as soon as the Customer first uses the Service and then remains in force for a minimum term of one (1) year, unless agreed otherwise in the Agreement. After this period, the Agreement is silently renewed with successive terms of one year.
2. Parties can terminate the Agreement by the end of the term indicated above with a notice period of one month.
3. Provider may terminate the Agreement if the Customer breaches any material obligation under the Agreement and fails to cure such breach within thirty (30) days after reasonable notice of the breach has been delivered to the Customer.
4. Provider may terminate the agreement with immediate effect upon written notice, if one or more of the following situations arise: (i) the Customer is declared insolvent or has asked suspension of payment; (ii) the Customer's business is wound up or discontinued; or (iii) the Customer lost control of its assets or parts thereof due to receivership or otherwise and has not regained control thereof within one (1) month.



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5. Upon the termination or expiry of the Agreement, the Customer shall pay to Provider all amounts due on the date of termination and shall immediately and permanently cease to use, in any manner whatsoever, the Service.
 6. Termination of the Agreement shall not affect any rights of Provider or liabilities of the Customer accrued as of the date of termination. For the avoidance of doubt, termination of the Agreement, for whatever reason, shall not affect any payments received under the Agreement by Provider for the service performed up to the date of termination.
 7. Article 7 (Intellectual Property), article 9 (Liability), article 10 (Data Protection), and article 14 (Governing law and jurisdiction) hereof and all other provisions of the terms and conditions necessary to give effect thereto will survive the termination of all or any part of the Agreement.
 8. Upon termination or expiry of the Agreement, the Customer has the right to request an export of its data stored in the Service. Such request must be made within thirty (30) days following termination. Provider will deliver the data in a standard, machine-readable format (such as CSV or equivalent), using a secure transfer method. All data exports shall remain subject to confidentiality and applicable data protection laws. Any associated costs related to the data export shall be limited to reasonable expenses incurred by Provider in performing the export.
- Article 12. Changes to terms**
1. Provider may change or add to these terms and conditions as well as any prices at the start of a new payment period (as defined in article 8 (compensation for the Service)).
 2. Provider shall announce the aforementioned changes or additions at least thirty (30) days before their taking effect. If the Customer does not want to accept a change or addition, the Customer can terminate the Agreement until the date the changes take effect. Use of the Service after the date of effect shall constitute the acceptance of the Customer of the changed or added-to terms and conditions.
- Article 13. Miscellaneous provisions**
1. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
2. The version of any communication of (Confidential) information as recorded by Provider shall be deemed to be authentic, unless the Customer supplies proof to the contrary.
 3. The Customer hereby acknowledges and accepts that Provider can use the trademarks of Customer in presentations, marketing materials, client lists and financial reports.
 4. In case any part of these terms and conditions is declared legally invalid, this shall not affect the validity of the whole of the Agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
 5. Provider may make use of third parties for the implementation and execution of the Agreement without prior permission from the Customer.
 6. Provider is entitled to transfer its rights and obligations under this Agreement to a third party as part of an acquisition of the Service or the associated business activities.
 7. The Customer may not assign its rights or delegate its duties under this agreement either in whole or in part without the prior written consent of Provider. Any attempted assignment or delegation without such consent will be void.
 8. If the Agreement and/or the terms and conditions are translated into another language, only the English text shall be binding and controlling for all matters relating to the meaning or interpretation of the Agreement and/or the terms and conditions.
- Article 14. Governing Law and Jurisdiction**
1. This Agreement is exclusively governed by Dutch law.
 2. Except to the extent determined otherwise by mandatory applicable law, all disputes arising in connection with Provider or the Service shall be brought before the competent Dutch court for the principal place of business of Provider.