

Terms and Conditions for Consulting, data training programs, Support Services, and Agentic workflow developed and implemented by eaQbe Access

These Terms and Conditions apply to all services provided by eaQbe, including consulting, support services, and Agentic workflow developed and implemented by eaQbe access. The services, fees, and other conditions are specified in the relevant Order Form and Schedule, and they become effective upon signing by authorized representatives of eaQbe and the End User.

Unless covered by a separate agreement, all services provided by eaQbe prior to the execution of an Order Form or not specified in a Schedule are also governed by these Terms and Conditions.

Definitions

- **Affiliate(s):** Any entity controlling or under common control with a party to this Agreement.
- **eaQbe:** Refers to eaQbe with its registered office at 15-23 Avenue Fraiteur, B 1050 Brussels, Belgium, VAT BE 0754.869.836 RPM Brussels.
- **Agreement:** The combination of these Terms and Conditions, relevant Schedules, and Order Forms, along with any amendments signed by both Parties.
- **Confidential Information:** Any information disclosed by one party to the other that is identified as confidential or that should reasonably be considered confidential. Information related to the agentic workflow developed and implemented by eaQbe or consultance deliverables is considered proprietary and falls under this category.
- **Effective Date:** The date on which the Agreement takes effect, as indicated in the Order Form.
- **End User:** The entity procuring services from eaQbe.
- **Order Form:** A document detailing the services to be provided by eaQbe, including pricing and other key information.
- **Services:** Consulting, data training, and Agentic workflow developed and implemented by eaQbe access provided by eaQbe, as detailed in the relevant Order Form.
- **Support Services:** Assistance related to the use of the agentic workflow developed and implemented by eaQbe, as outlined in the Support Services Schedule.

Scope of this Agreement

This Agreement governs the provision of consulting services, data trainings, and access to Agentic workflow developed and implemented by eaQbe to the End User. All services ordered by the End User and provided by eaQbe, including access to the agentic workflow solutions developed and implemented by eaQbe, consultance deliverables, and data training, shall be subject to the terms and conditions outlined herein, including any relevant schedules.

Each Order Form accepted by eaQbe will incorporate these Terms and Conditions by reference and include the specific details of the services being provided. In case of any conflict between a Schedule and these Terms and Conditions, the terms of the Schedule will prevail for the specific subject matter covered. Similarly, in case of any conflict between a Schedule and the relevant Order Form, the terms of the Order Form will prevail for the services detailed therein.

Delivery and Acceptance

All deliverables from eaQbe, including consultance service results, data training materials, and access to Agentic workflow developed and implemented by eaQbe, shall be considered delivered when made available to the End User via the agreed-upon methods (e.g., digital access, email, platform login).

Acceptance of the consulting services, training deliverables, access to the agentic workflow solutions developed and implemented by eaQbe will be deemed to occur upon delivery, unless the End User provides written notice of specific issues or non-compliance within five (5) business days of delivery. To ensure fairness, the End User may request a reasonable extension of this acceptance period if the nature of the deliverables requires additional verification, provided such request is made within the initial five (5) business days. If any issues arise, eaQbe will work to address them in accordance with the terms of this Agreement.

For Agentic workflow developed and implemented by eaQbe access, delivery is defined as the provision of secure login credentials or access keys to the End User. Ongoing access to the hub is subject to the End User's compliance with the terms of use and any applicable fees.

Support Services

Given that eaQbe primarily offers consulting services, data training programs and Qbe Pulse product, the support provided will focus on guidance and assistance related to the use of the agentic workflow and services. Technical support will be limited to resolving issues directly associated with the usage of the agentic workflow developed and implemented by eaQbe and consultance deliverables.

Support services may include :

- Helpdesk assistance for inquiries related to accessing and navigating the agentic workflow developed and implemented by eaQbe ;
- Troubleshooting access or data retrieval issues within the agentic workflow developed and implemented by eaQbe ;
- Answering queries related to training and consultance deliverables.

eaQbe does not provide extensive technical maintenance, bug fixes, or software updates as part of its services. Any additional technical support or ongoing maintenance beyond standard assistance may be provided upon request and subject to separate agreements.

Additional Service

End User agrees to the purchase additional Services specified in the applicable Order Form as agreed between Parties.

Charges and Payments

The End User agrees to pay all fees outlined in the relevant Order Form. Payments are non-refundable and due within 30 days of invoicing. Invoices will be sent to the address specified in the Order Form, and if no dispute is raised within 9 working days, the invoice is considered accepted. Late payments will incur interest in accordance with Belgian law, and additional compensation may be required for unpaid amounts. eaQbe reserves the right to withhold services or products in the event of non-payment.

Taxes and duties are the responsibility of the End User, excluding taxes based on eaQbe's income. Fees may be indexed annually based on national average salary costs. Indexation will be applied by reference to the official Belgian Agoria index (or any successor index) published annually, ensuring transparency and predictability.

Orders are subject to the terms in the Order Form and are non-cancellable and non-refundable. Notwithstanding the foregoing, in case of early termination for convenience by eaQbe or in the event of proven non-performance by eaQbe, the End User shall be entitled

to a pro-rata refund of prepaid but unused fees. Any shipping costs for deliverables will be the responsibility of the End User.

Intellectual Property Rights

eaQbe retains all rights, title, and interest in the generative AI system, Agentic workflow developed and implemented by eaQbe, and the underlying knowledge base provided to the End User. This includes all intellectual property related to the content, processes, algorithms, and any associated deliverables created through the use of eaQbe's consulting services, training, and AI-powered platform.

The End User is granted a non-exclusive, non-transferable right to access and use the agentic workflow developed and implemented by eaQbe and any consultance deliverables provided, solely for internal business purposes, as defined in the respective agreements. The End User is not permitted to distribute, sublicense, or otherwise exploit any part of the agentic workflow developed and implemented by eaQbe, AI system, or deliverables beyond the agreed scope.

All intellectual property related to consulting materials, training content, and the generative AI-driven knowledge management system remains the sole property of eaQbe. No rights or ownership are transferred to the End User unless explicitly stated in the agreement.

Limited Warranty

Data Protection and GDPR Compliance

eaQbe and the End User agree to comply with Regulation (EU) 2016/679 (GDPR) and all applicable Belgian data protection laws. Where eaQbe processes personal data on behalf of the End User, the Parties shall enter into a Data Processing Agreement (DPA) that sets out the scope, purpose, duration, and security measures applicable to such processing. eaQbe undertakes to implement appropriate technical and organizational measures to ensure the confidentiality, integrity, and availability of personal data.

Service Performance Warranty

eaQbe warrants for a period of ninety (90) days following the delivery of consulting services, data training, or Agentic workflow developed and implemented by eaQbe access (the "Warranty Period") that the services will be provided with reasonable skill and care, in line with industry standards. If any issues arise during this Warranty Period, End User must notify eaQbe in writing, and eaQbe will make commercially reasonable efforts to address the issue.

Anti-Virus and Security Warranty

eaQbe warrants that any digital deliverables (e.g., documents, training materials, data files) provided to the End User will not contain malicious code such as viruses or malware. eaQbe will take reasonable precautions to ensure all files and deliverables are free of harmful software.

Sole and Exclusive Remedies

In the event of a breach of warranty, End User's sole remedy and eaQbe's sole liability will be to either:

- Re-perform the service in question to correct any errors, or
- Provide a refund for the portion of the service that was not delivered as warranted.

eaQbe will have no responsibility or obligation regarding issues arising from modifications made by the End User or third parties, or misuse of the agentic workflow developed and implemented by eaQbe or services beyond the scope of what was originally agreed upon.

Warranty Disclaimer

The limited warranties provided above are the only warranties provided by eaQbe with respect to consulting, data services, and the agentic workflow developed and implemented by eaQbe. All other warranties, whether express or implied, are disclaimed to the fullest extent permitted by law. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

eaQbe does not warrant that:

- The services will meet all specific End User requirements.
- The agentic workflow developed and implemented by eaQbe will operate without interruption or errors.
- Any outcomes derived from data consulting services will result in specific business results for the End User.

Both parties acknowledge that they do not rely on any other warranties or representations beyond those expressly outlined in the Agreement. Remedies are limited to those specified within the Agreement.

Intellectual Property Indemnity

Indemnity

Subject to the limitations in Section limitations, eaQbe will defend, at its own expense, any claim, suit, or proceeding brought against the End User based on a claim that the use of eaQbe's proprietary materials (including consultance deliverables, training materials, or the agentic workflow developed and implemented by eaQbe) provided under this Agreement infringes any Intellectual Property Rights of a third party. The End User must:

- Promptly notify eaQbe in writing of any such third-party IP claim.
- Provide eaQbe with all relevant information and assistance regarding the claim.
- Allow eaQbe the sole right to control the defense and any settlement negotiations.
- Avoid actions that could compromise eaQbe's defense.

eaQbe will pay any damages, costs, and expenses finally awarded to third parties in such actions or agreed to in a settlement by eaQbe.

Exceptions

eaQbe will not be liable for any third-party IP claims that :

- Arise from unauthorized modifications or distribution of eaQbe's materials by the End User.
- Result from the use of eaQbe's materials in combination with software or hardware not approved by eaQbe.
- Could have been avoided by using the most current version of eaQbe's materials, if applicable.

Disruption of Use

If any of eaQbe's materials or services become or are likely to become the subject of an IP infringement claim, eaQbe may, at its own expense and discretion:

- Procure the rights for the End User to continue using the materials or services.
- Modify the materials or services to make them non-infringing without significant loss of functionality.
- Replace the materials or services with a non-infringing, substantially similar alternative.

If none of the above options are feasible after reasonable efforts, eaQbe may terminate the affected portion of the Agreement and refund: A pro-rated portion of the fees paid for the affected services or materials. This indemnity represents eaQbe's entire liability for any third-party IP claims, and no further remedies or warranties will be provided.

Limitations of Liability

eaQbe's liability under this Agreement shall be limited to direct damages resulting from its data consulting services, training programs, or the use of the agentic workflow developed and implemented by eaQbe. In no event shall eaQbe be held liable for indirect, consequential, incidental, or special damages, including loss of profits, revenue, or data, even if eaQbe has been advised of the possibility of such damages.

eaQbe's total liability for any claims related to consulting, training, or the agentic workflow developed and implemented by eaQbe services shall not exceed the total amount paid by the End User for the services in the 12-month period preceding the claim. This limitation shall not apply in cases of gross negligence, willful misconduct, or fraud by eaQbe, nor to liability that cannot legally be excluded under Belgian law.

eaQbe shall not be liable for damages arising from the misuse of the agentic workflow developed and implemented by eaQbe, the End User's improper implementation of consulting or training deliverables, or third-party content introduced by the End User. The limitations of liability reflect the nature of consulting and data services provided, where deliverables are tailored to individual business needs and outcomes may vary.

Term and Termination

Term

This Agreement is effective from the Effective Date and will continue for the period specified in the applicable Order Form(s) and/or Schedule(s), unless terminated in accordance with this Section or as otherwise permitted by law.

Termination for Convenience

Either party may terminate this Agreement for convenience by providing the other party with sixty (60) days' prior written notice. Payments made under any Order Form or Schedule are non-refundable and irrevocable, except as expressly stated in the applicable Order Form or Schedule.

Termination for Material Breach

Either Party may immediately terminate the Agreement without court intervention if the other Party:

- Commits a material or ongoing breach that is incapable of being remedied, or
- Fails to remedy a breach that is capable of being remedied within thirty (30) days of receiving written notice of such breach.

If the End User fails to cure any payment default within ten (10) days of receiving written notice, eaQbe may:

- Suspend further services and consulting activities, and/or
- Terminate the relevant services, with immediate effect by providing notice, without any further requirement for a default notice.

Termination for Insolvency

Either Party may terminate the Agreement by providing written notice if the other Party:

- Has a receiver appointed for its property,
- Makes a general assignment for the benefit of creditors,
- Becomes subject to bankruptcy, insolvency, or similar proceedings that are not dismissed within sixty (60) days, or
- Ceases its business operations, becomes insolvent, or is liquidated.

Effect of Termination

Upon termination of the Agreement, the End User shall:

- Immediately cease using any consultance deliverables, data services, or related proprietary information provided by eaQbe,
- Certify to eaQbe, within ten (10) days, that all materials and copies thereof have been returned or destroyed.

Both Parties must confirm in writing that all proprietary information belonging to the other Party has been returned or destroyed within ten (10) days of the termination. Termination of the Agreement does not limit either Party's rights to pursue other legal remedies, such as injunctive relief, nor does it relieve the End User of any payment obligations that accrued prior to termination or that are otherwise owed under any Order Form or Schedule.

Confidentiality

Prior Agreements:

Any prior confidentiality agreements between the Parties shall remain in full force and effect to the extent they apply to matters preceding the Effective Date of this Agreement or relate to subject matter not covered by this Agreement.

Confidentiality Obligations:

The Parties agree to maintain the confidentiality of each other's Proprietary Information, which may include proprietary data, methodologies, AI-powered technologies, consulting approaches, and any other sensitive information. These obligations shall remain in effect during the term of this Agreement and for a period of three (3) years after its termination.

Each Party shall:

- Apply the same degree of care it uses to protect its own similar information, but no less than a reasonable degree of care.
- Not disclose the other Party's Proprietary Information to any third parties, except as authorized by this Agreement.
- Limit circulation of Proprietary Information within its organization and Affiliates to those employees or consultants who need to know such information to fulfill the business relationship between the Parties.

Any unauthorized use, reproduction, or distribution of such Proprietary Information is strictly prohibited. Both Parties acknowledge that due to the unique nature of such information, any breach of this obligation would cause irreparable harm, and therefore, the non-breaching Party is entitled to seek immediate injunctive relief in addition to other legal remedies.

Recording and Reproduction Restrictions

The End User is strictly prohibited from recording, copying, reproducing, or broadcasting any part of the consulting sessions, data training programs, or workshops (including through audio, video, screenshots, or screen recording) without the prior written consent of eaQbe. Any unauthorized recording or reproduction constitutes a breach of the Intellectual Property and Confidentiality provisions of this Agreement and may result in immediate termination of access to the services and legal action for damages.

Publicity:

During the term of this Agreement, End User grants eaQbe the right to use End User's logo and name to identify them as a customer on its website and other marketing materials. Additionally, eaQbe may issue a press release announcing the business relationship, subject to prior written approval from End User for any specific content.

Entire Agreement:

This Agreement, including its Schedule(s) and any Order Form(s), supersedes all prior or contemporaneous agreements or representations regarding the subject matter hereof. Modifications or additions to this Agreement shall be binding only if explicitly stated and signed by duly authorized representatives of both Parties.

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Force Majeure:

Neither Party shall be held liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable control, such as natural disasters, strikes, riots, acts of war, or other unforeseen circumstances, excluding financial difficulties. In the event of such an occurrence, the affected Party shall notify the other as soon as reasonably possible and take all reasonable steps to mitigate the impact of the delay. If the force majeure event continues for more than sixty (60) consecutive days, either Party may terminate the affected part of the Agreement without liability, upon written notice to the other Party.

Non-Solicitation:

During the term of the Agreement and for 18 months after its termination, neither Party shall, directly or indirectly, solicit or seek to hire away any employee of the other Party. Any violation of this clause will result in compensation equal to six (6) months' gross pay of the affected employee. The Parties acknowledge that this restriction is intended to protect legitimate business interests and shall apply only to employees who were directly involved in the performance of this Agreement.

Governing Law:

This Agreement shall be governed by Belgian law, without regard to its conflict of laws principles. The courts of Brussels shall have exclusive jurisdiction over any disputes arising out of or related to this Agreement. Prior to initiating court proceedings, the Parties agree to attempt resolution of any dispute through mediation administered by the Belgian Centre for Arbitration and Mediation (CEPANI), in Brussels, in accordance with its mediation rules.

Notices:

Any notices or other communications required under this Agreement shall be in writing and delivered via registered mail, courier, or electronic transmission. Notices will be deemed delivered when received. Either Party may update their contact information by providing written notice to the other Party.

Relationship of Parties:

eaQbe is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, it shall be modified or severed to the extent necessary to comply with applicable law, and the remaining provisions shall remain in full force and effect.

Successors and Assigns:

This Agreement is binding upon and inures to the benefit of the Parties' successors and permitted assigns.

Waiver:

No waiver of any term of this Agreement shall be valid unless it is in writing and signed by the Party granting the waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

Support Services Overview

This section outlines eaQbe's policy concerning support services for its data consulting, training, and Agentic workflow developed and implemented by eaQbe offerings. Unless otherwise defined, all capitalized terms here have the meanings provided in the general Terms and Conditions.

Support services provided by eaQbe are limited to assisting with the use of the agentic workflow developed and implemented by eaQbe, responding to inquiries, and addressing issues related to consulting or training deliverables.

Definitions

- **Designated Support Contact:** The individual from eaQbe's team responsible for handling support requests from the End User.
- **Support Case:** Any issue reported by the End User related to the functionality of the agentic workflow developed and implemented by eaQbe or consultance deliverables.
- **Response Time:** The time from when eaQbe receives a support request to the time a representative responds.
- **Technical Contact(s):** Personnel from the End User's team who are authorized to communicate directly with eaQbe for support.

- **Fix:** Any solution or workaround provided to address a reported issue with the agentic workflow developed and implemented by eaQbe or deliverables.

Support Coverage

eaQbe will provide support services during standard business hours, Monday through Friday (excluding holidays). End Users can report issues related to the agentic workflow developed and implemented by eaQbe or consultance deliverables via email or phone.

Support services include:

- Answering questions related to the use of the agentic workflow developed and implemented by eaQbe.
- Troubleshooting minor access or functionality issues with the hub.
- Addressing inquiries related to consultance deliverables.

eaQbe does not offer extensive technical maintenance, bug fixes, or software support, as the core services focus on consulting and training rather than traditional software products.

Support Process

- **Reporting Issues:** The End User's designated Technical Contact may report issues by submitting a support case via email or phone.
- **Response Time:** eaQbe will respond to support requests within standard response times, depending on the nature of the issue.
- **Resolution:** Issues are resolved when eaQbe provides a solution, whether it's a fix or an alternative workaround.

End User Responsibilities

The End User must:

- Ensure that their designated Technical Contact(s) communicate effectively with eaQbe's support team.
- Provide all necessary information to help diagnose and resolve issues, such as details about the environment in which the agentic workflow developed and implemented by eaQbe is used.
- Ensure reasonable security and access for eaQbe to assist with troubleshooting, if remote access is required.

Term and Termination of Support Services

Support services will automatically renew on an annual basis unless otherwise specified in the Order Form. The End User may cancel support services by providing written notice at least 30 days before the renewal date.

Limitations of Support

Support does not cover:

- Issues caused by third-party systems or software.
- Misuse or unauthorized alterations of the agentic workflow developed and implemented by eaQbe.
- Requests outside the scope of agreed deliverables or services.