

eaQbe SRL — General Terms and Conditions

Consulting, Training, Events, Support Services, Hosting, and Agentic Workflow Solutions **Version 2.0** — applicable to contracts signed on or after **15 May 2026**. eaQbe SRL — Avenue Arnaud Fraiteur 15-23, 1050 Ixelles, Belgium — VAT BE 0754.869.836 — RPM Brussels — www.eaqbe.com

1. Definitions

In these Terms and Conditions, unless otherwise specified, the following capitalised terms shall have the meanings set out below.

- **"Affiliate(s)"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement.
- **"Agreement"** means the combination of these Terms and Conditions, the applicable Schedule(s), the Order Form(s), the Annexes (SLA, DPA, Subprocessors), and any duly signed amendments.
- **"Agentic Services"** means the agentic workflow solutions, AI-powered platforms, autonomous agents, and related orchestration tools developed and implemented by eaQbe, made accessible to the End User as part of the Services.
- **"AI Output"** means any text, image, data, code, analysis, draft email, recommendation, or other artefact produced by an Agentic Service in response to a query or scheduled task.
- **"Confidential Information"** means any information disclosed by one Party to the other that is identified as confidential or that should reasonably be considered confidential given its nature or the circumstances of disclosure. Information relating to the Agentic Services, consultancy Deliverables, methodologies, prompts, algorithms, business processes, customer data, and security configurations is considered proprietary and falls under this category.
- **"Deliverables"** means all materials, reports, documents, training content, datasets, scripts, configurations, and other outputs produced by eaQbe in the course of performing the Services.
- **"eaQbe"** means eaQbe SRL, with its registered office at Avenue Arnaud Fraiteur 15-23, B-1050 Ixelles, Belgium, registered under VAT number BE 0754.869.836, RPM Brussels.
- **"Effective Date"** means the date on which this Agreement takes effect, as indicated in the Order Form.
- **"End User"** means the entity or individual procuring Services from eaQbe under this Agreement.
- **"Event"** means any form of training delivered by eaQbe under these Terms and Conditions, including but not limited to masterclasses, workshops, hackathons, instructor-led sessions, multi-day programmes, in-house corporate trainings, and online or in-person seminars.
- **"Hosting Services"** means the operation, monitoring, maintenance, and support of a dedicated server provisioned by eaQbe on behalf of the End User, as detailed in the SLA Annex.

- **"Order Form"** means a document detailing the specific Services to be provided by eaQbe, including scope, pricing, timelines, and other key terms.
- **"Party / Parties"** means eaQbe and/or the End User, as the context requires.
- **"Schedule"** means a document supplementing the Order Form with additional terms applicable to specific Services.
- **"Services"** means consulting services, data training programmes, Events, Hosting Services, access to the Agentic Services, support services, and any other services provided by eaQbe, as detailed in the relevant Order Form.
- **"Subprocessor"** means any third party engaged by eaQbe to process personal data on behalf of the End User, as listed in the Subprocessors Annex.

2. Scope of Agreement

2.1 This Agreement governs the provision of all Services by eaQbe to the End User, including consulting, training programmes, Events, Hosting Services, access to the Agentic Services, and support services. All Services ordered by the End User shall be subject to the terms and conditions set out herein, including any applicable Schedules and Annexes.

2.2 Each Order Form accepted by eaQbe incorporates these Terms and Conditions by reference and includes the specific details of the Services being provided.

2.3 Unless covered by a separate written 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.

2.4 Order of precedence. In the event of any conflict between these Terms and Conditions, a Schedule, an Order Form, and the Annexes, the following order of precedence shall apply: (1) the Order Form, (2) the applicable Schedule, (3) the Annexes (SLA, DPA, Subprocessors), (4) these Terms and Conditions.

3. Consulting and Training Services

3.1 Delivery and acceptance

3.1.1 All Deliverables shall be considered delivered when made available to the End User via the agreed-upon methods (digital access, email, platform login, or physical delivery).

3.1.2 Acceptance of the Deliverables shall 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.

3.1.3 The End User may request a reasonable extension of the acceptance period if the nature of the Deliverables requires additional verification, provided such request is made in writing within the initial five (5) business day period.

3.1.4 If the End User raises legitimate issues within the acceptance period, eaQbe shall use commercially reasonable efforts to address them in accordance with this Agreement.

3.2 Access to Agentic Services

3.2.1 For Services involving access to the Agentic Services, delivery is defined as the provision of secure login credentials or access keys to the End User.

3.2.2 Ongoing access to the Agentic Services is subject to the End User's compliance with these Terms and Conditions and payment of all applicable fees.

4. Training Events

This section applies to all forms of training delivered by eaQbe, including but not limited to masterclasses, workshops, hackathons, instructor-led sessions, multi-day programmes, in-house corporate trainings, and online or in-person seminars (each an "Event").

4.1 Registration and payment

4.1.1 Registration for any Event requires payment of a non-refundable deposit equal to **twenty-five percent (25%) of the total Event fee** at the time of registration (the "Deposit"). The Deposit covers administrative and organisational costs incurred by eaQbe, including but not limited to trainer preparation, venue booking, material production, and platform provisioning.

4.1.2 The remaining balance of the Event fee shall be due and payable no later than seven (7) calendar days before the Event date, unless otherwise specified in the Order Form. For Events priced above ten thousand euros (€10,000) or scheduled more than sixty (60) days after the Order Form, the Parties may agree on a phased payment schedule documented in the Order Form.

4.1.3 Access to Event materials and any associated platform shall be granted upon receipt of full payment.

4.1.4 Each registration is nominative and non-transferable, unless eaQbe provides prior written consent. Corporate registrations covering multiple named participants are treated as a single Event registration, with substitution of participants permitted up to seven (7) calendar days before the Event date subject to written notice to eaQbe.

4.2 Cancellation by the End User

4.2.1 In the event of cancellation by the End User, the following amounts are retained by eaQbe as a pre-estimate of organisational and opportunity costs:

Cancellation notice	Amount retained by eaQbe
More than thirty (30) calendar days before the Event	Deposit retained (25% of Event fee)
Between fourteen (14) and thirty (30) calendar days before the Event	50% of the total Event fee retained
Between seven (7) and fourteen (14) calendar days before the Event	75% of the total Event fee retained
Less than seven (7) calendar days before the Event	100% of the total Event fee retained
No-show without prior cancellation	100% of the total Event fee retained (no refund)

4.2.2 Cancellation must be communicated in writing (email to info@eaqbe.com or registered mail). The cancellation date shall be the date of receipt by eaQbe.

4.2.3 The amounts retained under this Section represent a genuine pre-estimate of the costs and losses incurred by eaQbe in organising the Event (trainer preparation, venue booking, material production, opportunity cost), and are not intended as a penalty.

4.3 Cancellation or rescheduling by eaQbe

4.3.1 eaQbe reserves the right to cancel or reschedule an Event if the minimum number of participants is not reached, if a trainer becomes unavailable due to force majeure, or for any other legitimate reason.

4.3.2 In the event of cancellation by eaQbe, the End User shall receive a full refund (including the Deposit) within fourteen (14) business days.

4.3.3 In the event of rescheduling by eaQbe, the End User may choose to attend the rescheduled Event or receive a full refund.

4.4 Event materials and conduct

4.4.1 All Event materials, content, slides, exercises, datasets, and documentation remain the intellectual property of eaQbe.

4.4.2 The End User and its participants are strictly prohibited from recording, copying, reproducing, or broadcasting any part of the Event (including through audio, video, screenshots, or screen recording) without prior written consent of eaQbe.

4.4.3 Any unauthorised recording or reproduction constitutes a breach of the Intellectual Property and Confidentiality provisions of this Agreement and may result in immediate termination of access and legal action for damages.

4.5 In-house corporate trainings

4.5.1 For trainings delivered at the End User's premises or via a tenant-specific online platform, the End User is responsible for providing a suitable training environment (room, equipment, internet connectivity, participant credentials). Failure to do so may result in cancellation under Section 4.3 with no refund obligation on eaQbe.

4.5.2 Travel, accommodation, and per diem costs for trainings delivered outside the Brussels Capital Region or at unusual hours shall be invoiced separately at cost, on prior approval of the End User.

5. Support Services

5.1 Scope

5.1.1 eaQbe shall provide support services focused on guidance and assistance related to the use of the Agentic Services and consultancy Deliverables.

5.1.2 Support services include:

- Helpdesk assistance for inquiries related to accessing and navigating the Agentic Services;
- Troubleshooting access or data retrieval issues within the Agentic Services;
- Answering queries related to consultancy Deliverables.

5.1.3 eaQbe does not provide extensive technical maintenance, bug fixes, or software updates as part of its standard Services. Any additional technical support or ongoing maintenance beyond standard assistance may be provided upon request and subject to a separate agreement or included as part of Hosting Services (Section 6).

5.2 Coverage and process

5.2.1 Support services are available during standard business hours, Monday through Friday from 09:00 to 18:00 CET, excluding Belgian public holidays.

5.2.2 The End User's designated technical contact(s) may report issues by submitting a support case via email (info@eaqbe.com).

5.2.3 eaQbe shall respond to support requests in accordance with the priority levels and response times specified in the SLA Annex.

5.2.4 A support case shall be considered resolved when eaQbe provides a solution, whether a fix or an alternative workaround.

5.3 End User responsibilities

The End User shall:

- Ensure that its designated technical contact(s) communicate effectively with eaQbe's support team;
- Provide all necessary information to help diagnose and resolve issues;
- Ensure reasonable security and access for eaQbe to assist with troubleshooting, if remote access is required.

5.4 Exclusions

Support services do not cover:

- Issues caused by third-party systems or software outside eaQbe's control;
- Misuse or unauthorised alterations of the Agentic Services;
- Requests outside the scope of the agreed Deliverables or Services.

5.5 Term

Support services shall 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 thirty (30) days before the renewal date.

6. Hosting and Server Management Services

6.1 Scope

6.1.1 Where the Order Form includes Hosting Services, eaQbe shall provision, operate, monitor, and maintain a dedicated server on behalf of the End User. The server may be physically hosted by an infrastructure provider (currently OVHcloud, Roubaix, France — EU data residency).

6.1.2 The technical specifications of the server (CPU, RAM, storage, bandwidth), the SLA targets, and the maintenance windows are detailed in the SLA Annex.

6.2 Server ownership and access

6.2.1 Unless otherwise specified in the Order Form, the server is contracted by eaQbe with the infrastructure provider and operated for the End User's benefit. Root-level administrative access remains with eaQbe; the End User receives application-level access as required to use the deployed Services.

6.2.2 The End User shall not introduce any third-party software, scripts, or workloads on the server without prior written consent of eaQbe. Such consent shall not be unreasonably withheld for legitimate business needs aligned with the contracted Services.

6.3 Service levels

6.3.1 eaQbe targets a monthly uptime of at least ninety-nine percent (99.0%), calculated on a calendar month basis, excluding scheduled maintenance windows and force majeure events. The full SLA definition is in the SLA Annex.

6.3.2 Service credits in case of SLA breach are described in the SLA Annex. Service credits constitute the End User's sole and exclusive financial remedy for SLA non-compliance, except in cases of gross negligence or wilful misconduct by eaQbe.

6.4 Maintenance windows

6.4.1 Scheduled maintenance windows are reserved on Sunday between 03:00 and 06:00 CET. Maintenance during these windows does not count towards downtime.

6.4.2 Emergency or unscheduled maintenance may be required to address security vulnerabilities or critical incidents. eaQbe shall provide the End User with reasonable advance notice when feasible.

6.5 Backups

6.5.1 eaQbe shall perform daily automatic backups of the server, with a rolling retention of seven (7) days, in accordance with the infrastructure provider's backup service.

6.5.2 On written request from the End User, eaQbe shall provide a backup export within five (5) business days, in a standard format (compressed archive of file system or database dump).

6.6 Disaster recovery

6.6.1 Recovery Time Objective (RTO): twenty-four (24) hours from confirmation of incident.

6.6.2 Recovery Point Objective (RPO): twenty-four (24) hours (matching the daily backup cadence).

6.6.3 Higher RTO/RPO targets requiring high-availability infrastructure (multi-zone replication, hot standby) are available as a paid upgrade and shall be detailed in the Order Form.

6.7 Incident response

6.7.1 Incidents shall be triaged by eaQbe according to the priority levels defined in the SLA Annex (P1 critical / P2 major / P3 minor).

6.7.2 The End User shall designate at least one technical contact for incident communication.

6.8 End User responsibilities

The End User shall:

- Ensure timely payment of Hosting Services fees as a condition of continued access;
- Not use the server for any unlawful activity, including but not limited to spamming, hosting malicious content, infringing third-party intellectual property, or violating applicable law;
- Comply with the infrastructure provider's acceptable use policy as communicated by eaQbe.

6.9 Termination of Hosting Services

6.9.1 Upon termination of the Hosting Services, eaQbe shall provide a final backup of the server (compressed archive) to the End User within ten (10) business days, free of charge.

6.9.2 After delivery of the final backup, eaQbe shall securely destroy all End User data hosted on the server within thirty (30) days, in compliance with eaQbe's information security policy. eaQbe shall provide written confirmation of destruction upon request.

7. Agentic Workflow and AI Outputs

7.1 Nature of AI Outputs

7.1.1 AI Outputs are generated by language models, machine learning systems, and orchestration logic operated by eaQbe. AI Outputs may contain errors, omissions, hallucinations, biases, or content that does not reflect the most recent state of the world.

7.1.2 The End User acknowledges that AI Outputs are informational in nature and **shall not be treated as legal, financial, tax, medical, or other regulated professional advice.**

7.2 Human review and decisions

7.2.1 The End User remains solely responsible for any business, operational, or financial decision taken on the basis of AI Outputs.

7.2.2 For any AI Output intended to be sent externally on behalf of the End User (including but not limited to customer-facing emails, contractual proposals, public communications, social media posts), the End User shall implement a human-in-the-loop review unless the Order Form explicitly authorises autonomous emission with named approval scope.

7.2.3 eaQbe shall make available an audit trail of agent actions and AI Outputs for a minimum of ninety (90) days, retrievable on End User request.

7.3 Output ownership

7.3.1 Subject to eaQbe's pre-existing intellectual property (Section 8), all AI Outputs generated specifically for the End User belong to the End User upon delivery, free of royalty for the End User's internal business use.

7.3.2 The underlying models, agents, prompts, system instructions, skills, configurations, and orchestration logic remain the exclusive property of eaQbe.

7.4 EU AI Act compliance

7.4.1 eaQbe and the End User shall comply with Regulation (EU) 2024/1689 (the EU AI Act) and its phased application.

7.4.2 For the purposes of the EU AI Act, eaQbe acts as **provider** for the Agentic Services it has designed, and the End User acts as **deployer** when using these Services in its internal or customer-facing workflows.

7.4.3 Where the End User uses Agentic Services in interactions with natural persons, the End User shall ensure those persons are informed that they are interacting with an AI system, in accordance with Article 50 of the EU AI Act.

7.4.4 Both Parties commit to maintaining a level of AI literacy among their personnel involved in the operation or use of the Agentic Services, in accordance with Article 4 of the EU AI Act.

7.5 Permitted and prohibited uses

The End User shall not, and shall not allow any third party to, use the Agentic Services to:

- Generate, distribute, or facilitate the distribution of content that is unlawful, defamatory, harassing, discriminatory, or in violation of any third-party right;
- Develop or train competing AI systems by extracting model behaviour or outputs;
- Make any automated decision producing legal or similarly significant effects on a natural person without appropriate safeguards under Article 22 GDPR;
- Process special categories of personal data (Article 9 GDPR) without prior written agreement specifying the technical and organisational measures.

7.6 Limitations on AI liability

eaQbe shall not be liable for any direct, indirect, or consequential damages arising from:

- The accuracy, completeness, or reliability of an AI Output;
- Decisions taken by the End User or its personnel on the basis of an AI Output;
- The interpretation or implementation of an AI Output in a specific business or regulatory context.

This limitation does not apply in cases of gross negligence (*faute lourde / zware fout*) or wilful misconduct (*faute intentionnelle / opzettelijke fout*) by eaQbe.

8. Intellectual Property

8.1 Ownership

eaQbe retains all rights, title, and interest in and to the Agentic Services, the underlying AI systems, knowledge bases, algorithms, methodologies, processes, prompt templates, and all associated proprietary materials. All intellectual property related to consulting materials, training content, and AI-driven solutions remains the sole property of eaQbe, subject to Section 7.3 regarding AI Outputs.

8.2 Licence

The End User is granted a non-exclusive, non-transferable, revocable licence to access and use the Agentic Services and consultancy Deliverables solely for its internal business purposes, as defined in the applicable Order Form.

8.3 Restrictions

The End User shall not distribute, sublicense, reverse-engineer, decompile, or otherwise exploit any part of the Agentic Services, AI systems, or Deliverables beyond the agreed scope.

8.4 No transfer

No rights or ownership in any intellectual property are transferred to the End User unless explicitly stated in a written agreement signed by both Parties.

8.5 Feedback

If the End User provides feedback, suggestions, or improvement ideas regarding the Services, eaQbe may freely use, modify, and incorporate such feedback in its products and services without obligation to the End User.

9. Confidentiality

9.1 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 or relate to subject matter not covered by this Agreement.

9.2 Obligations

The Parties agree to maintain the confidentiality of each other's Confidential 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 Confidential Information to any third parties, except as authorised by this Agreement;
- Limit circulation of Confidential Information within its organisation and Affiliates to those employees or consultants who have a need to know such information to fulfil the business relationship between the Parties.

9.3 Remedies

Any unauthorised use, reproduction, or distribution of Confidential Information is strictly prohibited. Both Parties acknowledge that any breach of this obligation may cause irreparable harm, and therefore the non-breaching Party shall be entitled to seek immediate injunctive relief in addition to other legal remedies.

9.4 Publicity

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

10. Data Protection and GDPR Compliance

10.1 Compliance commitment

eaQbe and the End User agree to comply with Regulation (EU) 2016/679 (GDPR), the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, and any other applicable data protection legislation.

10.2 Roles

Where personal data is processed in connection with the Services:

- The End User is the **controller** of personal data it instructs eaQbe to process;
- eaQbe acts as **processor** on the End User's documented instructions, in accordance with Article 28 GDPR;
- Where eaQbe processes personal data for its own purposes (e.g., billing, customer relationship management), eaQbe acts as **controller** for that processing.

10.3 Data Processing Agreement

The Parties hereby enter into the Data Processing Agreement set out in **Annex B** (DPA), which forms an integral part of this Agreement and applies to any processing of personal data by eaQbe on behalf of the End User.

10.4 Subprocessors

eaQbe engages the subprocessors listed in **Annex C** (Subprocessors) to perform certain processing activities. eaQbe shall notify the End User of any intended addition or replacement of subprocessors with at least thirty (30) days' prior notice, during which the End User may object to the change on reasonable grounds related to data protection. If the End User's objection cannot be resolved, the End User may terminate the affected Services with a pro rata refund of prepaid but unused fees.

10.5 International transfers

Where personal data is transferred outside the European Economic Area, the Parties shall rely on appropriate safeguards, including but not limited to Standard Contractual Clauses adopted by the European Commission, adequacy decisions, or the EU-US Data Privacy Framework where applicable. The specific safeguards used for each subprocessor are listed in **Annex C**.

10.6 Data breach notification

eaQbe shall notify the End User without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a personal data breach affecting personal data processed on behalf of the End User. The notification shall contain the information required under Article 33(3) GDPR.

10.7 Data retention

Personal data processed in the course of performing the Services shall be retained only for as long as necessary for the purposes set out in this Agreement. Contractual and billing data shall be retained in accordance with Belgian accounting and tax law obligations (currently seven years), or as required by any other applicable mandatory law. Upon termination, personal data shall be returned to the End User or deleted in accordance with the DPA.

10.8 Privacy policy

For further details on how eaQbe processes personal data for its own purposes, please refer to eaQbe's Privacy Policy, available at www.eaqbe.com/privacy-policy.

11. Cybersecurity

11.1 Security measures

eaQbe shall implement and maintain appropriate technical and organisational measures to protect the Services and any personal data processed against unauthorised access, disclosure, alteration, or destruction. These measures include, at minimum:

- Encryption at rest for stored data and in transit (TLS 1.2 or higher);
- Access control with multi-factor authentication for administrative access;
- Centralised logging of access and significant actions on the Services;
- Vulnerability management with periodic security patching;
- Network protection (firewall, fail2ban or equivalent);
- Hardened operating system configuration on managed servers;
- Periodic security review of the deployed stack.

11.2 Incident notification

In addition to the personal data breach notification requirement (Section 10.6), eaQbe shall notify the End User without undue delay of any material security incident affecting the integrity, confidentiality, or availability of the Services.

11.3 End User cooperation

The End User shall cooperate with eaQbe in good faith in the event of a security incident, including by providing reasonable assistance with investigation, mitigation, and remediation.

11.4 NIS2 Directive

Where the End User qualifies as an "essential entity" or "important entity" under Directive (EU) 2022/2555 (NIS2), the Parties shall enter into a separate addendum specifying additional supply chain security obligations applicable to eaQbe as a service provider.

12. Fees and Payment

12.1 The End User agrees to pay all fees set out in the relevant Order Form.

12.2 Invoices shall be sent to the address specified in the Order Form. If no written dispute is raised within nine (9) business days of receipt, the invoice shall be deemed accepted.

12.3 Payments are due within fifteen (15) calendar days of the invoice date, unless otherwise specified in the Order Form.

12.4 All fees are stated exclusive of Belgian Value Added Tax (VAT), which shall be charged at the applicable rate.

12.5 Late payment. In the event of late payment, interest shall be due automatically and without prior notice, at the rate provided for by the Belgian Act of 2 August 2002 on combating late payment in commercial transactions (currently the ECB reference rate plus eight percentage points). In addition, a fixed compensation of forty euros (€40) shall be due for recovery costs, without prejudice to eaQbe's right to claim higher compensation for actually incurred recovery costs.

12.6 Annual indexation. Recurring fees (including Hosting Services and Support Services) may be indexed annually by reference to the official Belgian consumer price index ("indice santé" / "gezondheidsindex") or any successor index, with effect from the contract renewal date. eaQbe shall notify the End User of any indexation at least thirty (30) days before the renewal date.

12.7 Non-refundability. Unless expressly stated otherwise in the Order Form, payments are non-refundable. Notwithstanding the foregoing, in the event of early termination for convenience by eaQbe or proven non-performance by eaQbe, the End User shall be entitled to a pro rata refund of prepaid but unused fees.

12.8 Taxes and duties are the responsibility of the End User, excluding taxes based on eaQbe's net income.

12.9 Suspension for non-payment. In the event of non-payment of fees due and payable, eaQbe may, after providing the End User with a written warning and a grace period of ten (10) business days to cure, suspend the provision of the Services to the End User until full payment is received. Suspension does not relieve the End User of its payment obligations.

13. Warranties and Disclaimers

13.1 Service performance warranty

eaQbe warrants, for a period of ninety (90) days following delivery (the "Warranty Period"), that the Services shall be performed with reasonable skill and care, in accordance with generally accepted industry standards. If any issues arise during the Warranty Period, the End User must notify eaQbe in writing, and eaQbe shall make commercially reasonable efforts to address the issue.

13.2 Anti-virus and security warranty

eaQbe warrants that any digital Deliverables provided to the End User shall not, to the best of eaQbe's knowledge, contain malicious code such as viruses or malware. eaQbe shall take reasonable precautions to ensure all files and Deliverables are free of harmful software.

13.3 Sole and exclusive remedies

In the event of a breach of warranty, the End User's sole remedy and eaQbe's sole liability shall 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 shall have no responsibility for issues arising from modifications made by the End User or third parties, or from use of the Services beyond the scope originally agreed upon.

13.4 Warranty disclaimer

The limited warranties provided above are the only warranties provided by eaQbe. All other warranties, whether express or implied, are disclaimed to the fullest extent permitted by Belgian 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 Services will operate without interruption or errors;
- AI Outputs will be accurate, complete, or free of bias;
- Any outcomes derived from the Services will result in specific business results for the End User.

14. Intellectual Property Indemnity

14.1 Indemnity by eaQbe

Subject to the limitations set out in Section 15, eaQbe shall defend, at its own expense, any claim, suit, or proceeding brought against the End User alleging that the use of eaQbe's proprietary materials provided under this Agreement infringes the intellectual property rights of a third party.

The End User shall:

- Promptly notify eaQbe in writing of any such claim;
- Provide eaQbe with all relevant information and reasonable assistance;
- Allow eaQbe sole control of the defence and any settlement negotiations;
- Refrain from any actions that could compromise eaQbe's defence.

eaQbe shall pay any damages, costs, and expenses finally awarded by a court of competent jurisdiction or agreed to in a settlement approved by eaQbe.

14.2 Exceptions

eaQbe shall not be liable for any third-party IP claim that:

- Arises from unauthorised modifications or distribution of eaQbe's materials by the End User;
- Results 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.

14.3 Remedies in case of infringement

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 rata portion of the fees paid for the affected Services or materials. This indemnity represents eaQbe's entire liability for any third-party IP claims.

14.4 Reverse indemnity by End User

The End User shall defend, indemnify, and hold harmless eaQbe from and against any third-party claim arising from:

- The use of data, content, or materials provided by the End User to eaQbe, where such use infringes a third-party right;
- A violation by the End User of applicable law in connection with its use of the Services.

15. Limitations of Liability

15.1 eaQbe's liability under this Agreement shall be limited to direct damages.

15.2 In no event shall eaQbe be liable for indirect, consequential, incidental, or special damages, including but not limited to loss of profits, revenue, data, or business opportunities, even if eaQbe has been advised of the possibility of such damages.

15.3 eaQbe's total aggregate liability for any and all claims arising under or in connection with this Agreement shall not exceed the total amount paid by the End User for the Services in the twelve (12) month period immediately preceding the event giving rise to the claim.

15.4 The limitations set out in this Section 15 shall not apply in cases of: (a) gross negligence (faute lourde / zware fout) or wilful misconduct (faute intentionnelle / opzettelijke fout) by eaQbe; (b) fraud; or (c) liability that cannot legally be excluded or limited under mandatory Belgian law, including liability for personal injury.

15.5 eaQbe shall not be liable for damages arising from: (a) misuse of the Agentic Services; (b) the End User's improper implementation of consultancy Deliverables; (c) third-party content or systems introduced by the End User; or (d) decisions taken by the End User on the basis of AI Outputs (cf. Section 7).

16. Term and Termination

16.1 Term

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

16.2 Termination for convenience

Either Party may terminate this Agreement for convenience by providing the other Party with sixty (60) days' prior written notice. In the event of termination for convenience by eaQbe, eaQbe shall refund a pro rata portion of any prepaid but unused fees.

16.3 Termination for material breach

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

- Commits a material 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 specifying the nature of the breach.

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

- Suspend further Services; and/or
- Terminate the relevant Services with immediate effect.

16.4 Termination for insolvency

Either Party may terminate this Agreement by 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 not dismissed within sixty (60) days; or
- Ceases its business operations, becomes insolvent, or is liquidated.

16.5 Effect of termination

Upon termination, the End User shall:

- Immediately cease using the Agentic Services in live operation and any related proprietary information provided by eaQbe;
- Be entitled to retain a copy of all Deliverables already delivered and paid for, solely for the End User's internal records and continued internal business use, in accordance with the licence granted under Section 8.2;
- Certify to eaQbe, within ten (10) business days, that all unauthorised copies of proprietary materials have been returned or destroyed.

Termination shall not limit either Party's rights to pursue other legal remedies, nor shall it relieve the End User of any payment obligations that accrued prior to termination.

16.6 Survival

The following Sections shall survive termination: Definitions, Intellectual Property (8), Confidentiality (9), Data Protection (10), Cybersecurity (11), Warranties and Disclaimers (13), Indemnity (14), Limitations of Liability (15), Governing Law (18), and any provision that by its nature is intended to survive.

17. Force Majeure

17.1 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, as defined in Article 5.225 of the Belgian Civil Code (Livre 5), including but not limited to natural disasters, strikes, riots, acts of war or terrorism, government restrictions, pandemic events, or other unforeseeable circumstances. Cyber-attacks shall qualify as force majeure only where they could not have been reasonably prevented by appropriate security measures (Section 11). Financial difficulties shall not constitute force majeure.

17.2 The affected Party shall notify the other Party as soon as reasonably possible and take all reasonable steps to mitigate the impact of the delay.

17.3 If the force majeure event continues for more than sixty (60) consecutive days, either Party may terminate the affected part of this Agreement without liability, upon written notice to the other Party.

18. General Provisions

18.1 Entire Agreement

This Agreement, including its Schedule(s), Order Form(s), and Annexes, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations, or understandings regarding the subject matter hereof. Modifications or additions to this Agreement shall be binding only if made in writing and signed by duly authorised representatives of both Parties, subject to Section 18.10 below.

18.2 Non-solicitation

During the term of this Agreement and for eighteen (18) months following its termination, neither Party shall, directly or indirectly, solicit or seek to hire any employee of the other Party who was directly involved in the performance of this Agreement. Any violation of this clause shall result in compensation equal to six (6) months' gross salary of the affected employee. This restriction is intended to protect legitimate business interests.

18.3 Relationship of the Parties

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

18.4 Notices

Any notices required under this Agreement shall be in writing and delivered via registered mail, courier, or electronic transmission (with confirmation of receipt) to the addresses specified in the Order Form. Notices shall be deemed delivered upon receipt. Either Party may update its contact information by providing written notice to the other Party.

18.5 Electronic signatures

Electronic signatures complying with Regulation (EU) No 910/2014 (eIDAS) shall have the same legal effect as handwritten signatures for the purposes of this Agreement.

18.6 Assignment

The End User shall not assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of eaQbe. eaQbe may assign this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided written notice is given to the End User.

18.7 Severability

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

18.8 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 shall not constitute a waiver of future enforcement of that or any other provision.

18.9 Successors and assigns

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

18.10 Amendment of these Terms and Conditions

18.10.1 eaQbe may modify these Terms and Conditions from time to time to reflect changes in applicable law, technology, security, or business operations. Material modifications shall be notified to the End User in writing at least **thirty (30) days** before they take effect.

18.10.2 If the End User objects to a material modification in writing within that thirty (30)-day period, the version applicable at the time the relevant Order Form was signed shall continue to apply to all already-paid Services until the next renewal date. The End User may then terminate without penalty if the modification still applies at renewal.

18.10.3 Non-material modifications (typographical corrections, clarifications, or updates that do not adversely affect the End User's rights or obligations) may take effect immediately upon publication of the updated version on www.eaqbe.com.

18.11 Anti-bribery and compliance

The Parties shall comply with all applicable anti-bribery and anti-corruption laws, including the Belgian Criminal Code, the UK Bribery Act, and the US Foreign Corrupt Practices Act, where applicable. Neither Party shall offer, give, or accept any improper financial or other advantage in connection with this Agreement.

19. Governing Law and Jurisdiction

19.1 This Agreement shall be governed by and construed in accordance with Belgian law, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

19.2 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.

19.3 The courts of Brussels, Belgium, shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

Annex A — Service Level Agreement (SLA)

Applicable to Hosting Services (Section 6) and Support Services (Section 5).

A.1 Uptime target

Monthly uptime: **99.0%** (measured per calendar month, excluding scheduled maintenance windows and force majeure events).

Uptime calculation: total minutes in month minus scheduled maintenance, minus force majeure outages, minus actual unplanned downtime, divided by (total minutes minus scheduled maintenance minus force majeure outages).

A.2 Maintenance windows

Scheduled maintenance: Sunday, 03:00–06:00 CET. Emergency maintenance may occur outside this window with reasonable advance notice.

A.3 Service credits

Service credits for uptime breach (calculated on the affected month's Hosting Services fee):

Monthly uptime	Service credit
≥ 99.0%	0%
98.0% to < 99.0%	10% credit
95.0% to < 98.0%	25% credit
< 95.0%	50% credit

Service credits are issued upon written request from the End User within thirty (30) days of the affected month and applied against the next invoice. Service credits are the End User's sole financial remedy for uptime SLA breach, except in cases of gross negligence or wilful misconduct.

A.4 Support priority levels

Priority	Definition	Initial response	Target resolution
P1 — Critical	Service unavailable or critical functionality blocked; no workaround	4 business hours	1 business day
P2 — Major	Significant functionality impaired; workaround possible	1 business day	5 business days
P3 — Minor	Cosmetic or low-impact issue; request for clarification	2 business days	Best effort

Support hours: Monday–Friday, 09:00–18:00 CET, excluding Belgian public holidays.

A.5 RTO / RPO

- Recovery Time Objective (RTO): 24 hours
- Recovery Point Objective (RPO): 24 hours (daily backup cadence)

Higher availability tiers (multi-zone replication, hot standby) available as a paid upgrade — to be specified in the Order Form.

Annex B — Data Processing Agreement (DPA)

Article 28 GDPR — eaQbe SRL acts as Processor on behalf of the End User (Controller).

B.1 Subject matter and purpose

eaQbe processes personal data on behalf of the End User solely for the purpose of providing the Services as defined in the Order Form. The categories of data, categories of data subjects, duration, and nature of processing are described in the applicable Order Form or Schedule.

B.2 Instructions

eaQbe shall process personal data only on the documented instructions of the End User, including transfers outside the EEA, unless required by applicable law. eaQbe shall inform the End User of any such legal requirement before processing, unless the law prohibits this notification.

B.3 Confidentiality

eaQbe shall ensure that all personnel authorised to process personal data have committed to confidentiality or are under appropriate statutory obligation of confidentiality.

B.4 Security measures

eaQbe shall implement appropriate technical and organisational measures, including those described in Section 11 of the Terms, taking into account the state of the art, costs of implementation, nature, scope, context, and purposes of processing, as well as the risks for natural persons.

B.5 Subprocessors

eaQbe shall only engage subprocessors with the End User's general authorisation. The current list of subprocessors is set out in Annex C. eaQbe shall notify the End User in writing of any intended changes at least thirty (30) days in advance, giving the End User the opportunity to object on reasonable data protection grounds.

eaQbe shall impose on subprocessors data protection obligations no less protective than those set out in this DPA.

B.6 Data subject rights

eaQbe shall assist the End User, by appropriate technical and organisational measures, in fulfilling its obligation to respond to requests for exercising data subject rights (access, rectification, erasure, restriction, portability, objection).

B.7 Assistance with controller obligations

eaQbe shall assist the End User in ensuring compliance with Articles 32 to 36 GDPR (security, breach notification, impact assessment, prior consultation), taking into account the nature of processing and the information available to eaQbe.

B.8 Return or deletion of personal data

Upon termination of the Services, eaQbe shall, at the choice of the End User, delete or return all personal data processed on the End User's behalf, and delete existing copies unless retention is required by applicable law.

B.9 Audit

eaQbe shall make available to the End User all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, conducted by the End User or another auditor mandated by the End User. Such audits shall take place no more than once per calendar year (except in case of suspected breach), with at least thirty (30) days' written notice, and during normal business hours.

B.10 Breach notification

eaQbe shall notify the End User without undue delay, and in any event within seventy-two (72) hours, of becoming aware of a personal data breach, providing the information required under Article 33(3) GDPR.

Annex C — List of Subprocessors

#	Subprocessor	Service provided	Location of processing	Transfer mechanism
1	OVH SAS (OVHcloud)	Infrastructure hosting (servers, network, storage)	France (EU)	Within EEA — no transfer mechanism required
2	Anthropic PBC	AI model inference (Claude) for Agentic Services	United States	EU-US Data Privacy Framework / Standard Contractual Clauses
3	Microsoft Ireland Operations Ltd (Microsoft 365)	Email, productivity suite	Ireland (EU)	Within EEA — DPF for any onward US transfer
4	GitHub Inc.	Source code repository and versioning	United States	EU-US Data Privacy Framework / Standard Contractual Clauses
5	[To be completed if applicable]	[Service]	[Location]	[Mechanism]

eaQbe reserves the right to update this list with thirty (30) days' prior notice to the End User, in accordance with Section 10.4 of the Terms.