



SAAS AND PROFESSIONAL SERVICES AGREEMENT

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SAAS AND PROFESSIONAL SERVICES AGREEMENT

BY EXECUTING (INCLUDING ELECTRONICALLY) THE ORDER FORM OR SOW WHICH REFERENCES THIS SAAS AND PROFESSIONAL SERVICES AGREEMENT ("SPSA") YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SPSA INCLUDING ANY APPENDICIES AND ANY DOCUMENTS EXPRESSLY INCORPORATED THEREIN (SUCH AS THE DPA AND SLAs). IF YOU ACCEPT THESE TERMS ON BEHALF OF ANY EMPLOYER OR BUSINESS ENTITY, SUCH ENTITY IS DEEMED CUSTOMER HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THE AGREEMENT.

1. Definitions

1.1 The definitions in this clause apply to this Agreement.

Affiliate(s): in relation to a company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company except that in respect of Customer, an "Affiliate" will not include any EZ Competitor.

Agreement: means this SPSA (including the SLAs), the DPA (if applicable) and the applicable Order Form or SOW(s) between EZ and Customer.

AI Output: means any content, result or information produced by the AI Services in response to Customer Data or instructions.

AI Services: means any part of the Services that uses AI Technology to generate or transform data or content.

AI Technology: means any machine-learning, deep-learning or other artificial-intelligence model, algorithm or related tooling (including large-language models).

Business Day: a day other than a Saturday, Sunday or public holiday in The Netherlands when banks in Eindhoven, The Netherlands are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 8.1.

Customer: the person or entity identified as "Customer" on the applicable Order Form or SOW.

Customer Data: the data inputted, submitted, provided, uploaded, transmitted, imported, displayed or otherwise made available by (or on behalf of) Customer through the SaaS.

Data Act: means Regulation (EU) 2023/2854 of the European Parliament and of the Council on harmonised rules on fair access to and use of data.

Data Processing Addendum or DPA: means the Data Processing Addendum available at <https://ezfactory.nl/en/terms/> (or such other website address notified by EZ to Customer from time to time), which sets out additional terms with regard to the processing of personal data in order to meet the requirements of Data Protection Legislation (as defined in the Data Processing Addendum).

Deliverables: the items specifically identified in the SOW (or in the applicable Order Form, as the case may be) that are delivered to Customer, and any copies, translations, derivations, adoptions or modifications thereof. For clarification, Deliverables always exclude SaaS and Support Services, irrespective of whether or not the Professional

Services may be more specifically delivered pursuant to an Order Form, or to an applicable SOW, setting out those Professional Services.

Effective Date: the date the last party signs the applicable Order Form or SOW.

EZ or Supplier: EZ Factory B.V whose registered office is at Mahatma Gandhilaan 6, 5653 ML Eindhoven, The Netherlands or such other EZ Factory entity as identified on the applicable Order Form or SOW.

EZ Competitor: any business or person which develops and/or sells and/or licenses software, products and/or services which are the same as, or similar to, or are an alternative to, those provided by EZ.

Fees: as set out in the applicable Order Form or SOW.

Good Industry Practice: exercising that degree of skill, care and prudence in complying with its obligations under this Agreement as would reasonably be expected from a provider of equivalent services (in terms of type, scope and value) to the Services, in the same or similar circumstances.

High-Risk AI System: means an AI system classified as high-risk under Annex III of Regulation (EU) 2024/1689 (EU Artificial Intelligence Act), including systems used in biometric identification, critical infrastructure, employment, creditworthiness assessment, law enforcement, migration and border control management

Intellectual Property Rights: all patents, copyrights, design rights, trade marks, service marks, Confidential Information, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements.

Order Form: the ordering document separately executed by the parties that references this SPSA and specifies the SaaS, associated Fees and other agreed upon terms.

Professional Services: the implementation, consulting, training or other services set out in (as the case may be) the SOW or the Order Form (excluding always the SaaS and Support Services).

Representatives: in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

SaaS: the software-as-a-service or cloud service by subscription as described in the Order Form, including making Updates available. SaaS does not include the Support Services unless purchased for an additional fee.



Services: any services provided by EZ to Customer under this Agreement including SaaS, Support Services and Professional Services collectively.

SLAs: the Service Level Agreement applicable to the Support Services made available to Customer online via <https://ezfactory.nl/en/terms/> (or such other website address notified by EZ to Customer from time to time) as updated from time to time, on condition that such updates do not materially diminish the Support Services. The SLAs (as amended) are incorporated into and form part of this SPSA.

SOW: the statement of work separately executed by the parties that references this SPSA and specifies the Professional Services, associated Fees, Deliverables (if any) and other agreed upon terms.

Subscription Term: the relevant Subscription Term as identified on the Order Form.

Support Services: standard customer support services for the SaaS provided in accordance with the SLAs.

Third Party Hosting Provider: means a subcontractor of EZ who provide hosting services used to deliver the SaaS.

Updates: means a new release of the SaaS, in which previously known errors have been removed and / or a limited improvement or extension of the existing functionality (s) has taken place and which EZ makes available to its customer base in general.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

2. Services

2.1 Customer purchases SaaS and Support Services by entering into the Order Form with EZ and/or Professional Services by entering into the SOW (or an Order Form containing specific provisions regarding Professional Services, as the case may be) with EZ. EZ will endeavour to send the login details as soon as possible after execution of the Order Form. Where the Professional Services include advice, configuration or support relating to AI or machine learning functionalities, such functionalities shall remain subject to the terms of the Agreement, including without limitation the disclaimers, limitations of liability, and data use provisions applicable to AI Output. For clarity, no additional warranties or service levels are created under this SOW in respect of such functionalities, and Customer remains responsible for verifying the appropriateness of any AI Output before use. Where the Services include AI or machine learning functionalities,

Customer acknowledges and agrees that such functionalities shall remain subject to the terms of the Agreement, including without limitation the disclaimers, limitations of liability, and data use provisions applicable to AI Output, and no additional warranties or service levels are provided in respect of such functionalities under this Amendment.

- 2.2 The scope of the SaaS and Support Services cannot be decreased during the Subscription Term except where:
 - (a) the SaaS is priced on user based pricing (as identified in the applicable Order Form) in which case the number of named users can be decreased so long as it does not fall below any Minimum Commitment (as detailed on the Order Form); and/or
 - (b) where the parties mutually agree a variation to the applicable Order Form in accordance with clause 13.3.
- 2.3 Portions of the Services may be provided by subcontractors of EZ, including Third Party Hosting Provider(s). Customer consents to EZ making Customer Data available to its subcontractors for the purpose of providing the Services subject to EZ binding them to obligations of confidentiality and (where applicable) data protection obligations that are substantially similar to EZ's obligations under this Agreement. EZ will remain responsible for any breaches of this Agreement by any of its subcontractors.
- 2.4 EZ may also provide Services directly to Customer's Affiliates by entering into a separate Order Form and/or SOW with that Affiliate of Customer. Each Order Form or SOW will constitute a separate two-party agreement between EZ and Customer (or Customer's Affiliate) who executed the same and, except for the provisions of this SPSA that are specifically excluded or modified in the Order Form or SOW, the terms and conditions of this SPSA (and any document it references) will be incorporated therein. Where an Affiliate of Customer enters into an Order Form or SOW under this SPSA, all references in this SPSA (and incorporated documents) to "Customer" shall be deemed to be references to the relevant Customer Affiliate.
- 2.5 EZ (or Third-Party Hosting Provider) may immediately suspend the SaaS and Support Services in the event of:
 - (a) Customer's usage in a manner which could disrupt the SaaS or other customer's use of the SaaS or the network or systems used to deliver the SaaS; or
 - (b) actual or suspected unauthorised third party access to the SaaS;(each an "Emergency Security Issue"), provided such suspension for an Emergency Security Issue is only exercised to the minimum extent and minimum duration reasonably required to prevent or resolve the issue. Prior notice is not always possible in the event of an Emergency Security Issue and EZ will use its reasonable efforts to notify and provide the reason for the suspension as soon as reasonably practicable, but Customer acknowledges that this may be after suspension.
- 2.6 EZ will at all times be authorised to report any criminal acts discovered.
- 2.7 EZ is authorised to put technical measures in place to protect the SaaS. If EZ has protected the SaaS using technical safeguards, Customer is not permitted to remove or evade that protection.
- 2.8 At Customer's request, EZ can provide Professional Services to support Customer with its implementation of the SaaS,



which shall be subject to a chargeable engagement and described under a SOW (or in the applicable Order Form which contains specific provisions for Professional Services, as the case may be).

- 2.9 In the delivery of the SaaS, Customer acknowledges that not all environments are equal in size and one or more environment may share resources. EZ will determine the type and quantity of hardware and change the type and quantity of hardware at any time without notice. Unless otherwise agreed in the applicable Order Form, EZ will ensure that the data centre(s) used to provide the SaaS shall be located in the European Economic Area. If EZ wishes to relocate the data centre(s) to a location outside of the European Economic Area it shall, as soon as reasonably practicable, request Customer's consent (which shall not be unreasonably withheld or delayed). If Customer's consent is not given EZ may terminate all impacted Order Forms by giving at least six (6) months prior written notice to Customer in which case Customer would be entitled to a refund of all Fees paid for the SaaS and Support Services in advance but which relate to the period after termination.
- 2.10 AI Technology. Portions of the Services may include AI Technology and Customer consents and agrees to such use. EZ may enable, modify, suspend or withdraw any AI Technology or AI Service in whole or in part at all times without notice, however EZ shall keep Customer's existing AI Output and Customer Data available for export. Customer acknowledges that AI Output is generated statistically and may contain errors, bias or hallucinations and Customer remains solely responsible for decisions made or actions taken in reliance on it. Customer should always verify first before using any Output of the Services, including the AI Output. Such portions of the Services which include AI Technology may be subject to specific terms and conditions, availability, or other specificities, applicable to them between Customer and EZ or Customer and the third party licensor of such AI Technology, and available at trust.ezfactory.nl. Such list may be updated from time to time by EZ. EZ makes no warranties and disclaims all liability relating to the accuracy, completeness, originality, or fitness for a particular purpose of any AI Output. AI Output is generated automatically and may not reflect facts, circumstances, or context accurately.
- 2.11 High-Risk AI Systems. The Services are not designed or intended for use as or in connection with High-Risk AI Systems. Customer shall not use the Services for such purposes without EZ's prior written consent and execution of appropriate additional terms addressing the obligations under Regulation (EU) 2024/1689 (EU Artificial Intelligence Act). Customer acknowledges and agrees that where the Services fall within the classification of high-risk AI systems under the EU Artificial Intelligence Act, additional terms and compliance obligations may apply. Customer agrees to cooperate with EZ to ensure compliance, including by providing information reasonably required for conformity assessments, record-keeping, transparency obligations, or other regulatory requirements. EZ may update the Services or related terms to reflect such obligations, provided such updates do not materially diminish the core functionality of the Services.
- 2.12 Protection Against Unlawful Data Access. EZ shall take all reasonable technical, legal and organisational measures to prevent international governmental access to Customer Data

(including non-personal data) held in the European Union where such access would create a conflict with Union law or Dutch law, in accordance with Article 24 of the Data Act. Such measures include: (a) encryption for data at rest and in transit; (b) logical and physical segregation of EU customer data; (c) contractual commitments from Sub-processors to notify EZ of governmental access requests, challenge unlawful requests, and comply with EU data protection standards; and (d) where EZ receives a request for access to Customer Data from a non-EU governmental authority, EZ shall attempt to redirect the request to Customer, promptly notify Customer (unless legally prohibited), and challenge the request if there are reasonable grounds to consider it unlawful under EU or Dutch law. Customer acknowledges that Sub-processors subject to US jurisdiction may be subject to the US CLOUD Act and that EZ has implemented Standard Contractual Clauses and supplementary measures to mitigate associated risks.

3. Customer's Use of the SaaS and Deliverables

- 3.1 Customer shall (and shall ensure its users shall):
- use the SaaS and Deliverables only in accordance with this Agreement;
 - keep all credentials for use of the SaaS confidential and secure;
 - use all reasonable endeavours to prevent any unauthorised access to, or use of, the SaaS and/or the Deliverables and, in the event of any such unauthorised access or use, promptly notify EZ;
 - carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
 - ensure that its network and systems comply with the relevant specifications provided by EZ from time to time; and
 - be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to EZ's (or its Third-Party Hosting Provider's) data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet.
- 3.2 Except as otherwise agreed in the relevant Order Form, Customer will not use the SaaS in any manner that exceeds the number of subscriptions set out in the Order Form or in any other way intended to avoid incurring additional fees. If the number of subscriptions in the Order Form is on a per user basis, then Customer will not allow or suffer any user subscription to be used by more than one individual unless it has been reassigned in its entirety to another individual, in which case the prior user shall no longer have any right to access or use the SaaS.
- 3.3 Customer shall remain responsible for all breaches of this Agreement by its users and EZ may assume that all the activities carried out through the account of Customer, after the user name and credentials were used to log in, take place under the supervision and control of Customer. This means that Customer is liable for all damage that is the consequence of these actions, unless Customer has informed EZ immediately that another person knows the credentials. In



the event of a suspicion of abuse of the account, Customer must inform EZ immediately and amend the (login) details.

3.4 Customer shall not access, store, distribute or transmit any material during the course of its use of the SaaS that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory; or
- (f) is otherwise illegal or causes damage or injury to any person or property,

and EZ reserves the right, without liability or prejudice to its other rights, to disable Customer's access to the SaaS and Support Services if EZ reasonably believes Customer is in breach of this clause.

3.5 To the extent permitted by applicable law, Customer shall not:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the SaaS or Deliverables (as applicable) in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the SaaS or Deliverables; or
- (c) access all or any part of the SaaS or Deliverables in order to build a product or service which competes with the SaaS or Deliverables; or
- (d) use the SaaS or Deliverables to provide services to third parties; or
- (e) subject to clause 13.9, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS or Deliverables available to any third party except its authorised users, or
- (f) attempt to obtain, or assist third parties in obtaining, access to the SaaS or Deliverables, other than as provided under this clause 3; or
- (g) introduce or permit the introduction of, any Virus or Vulnerability into EZ's (or its subcontractors) network and information systems; or
- (h) use the Services and/or Deliverables for activities that conflict with Dutch or other applicable laws and regulations, or to violate the rights of third parties; or
- (i) use Services and/or Deliverables in such a way that could disrupt the SaaS or disrupt or inconvenience other customer's use of the SaaS or the network or systems used to deliver the SaaS, including using own scripts or programs to upload or download large quantities of data, or excessive use of the Services; or
- (j) use the Services and/or Deliverables to disseminate information that is subject to the copyright of EZ and/or its licensors, or placing hyperlinks to such information.

If EZ finds that Customer has violated the above conditions, or receives a complaint about this, it will give Customer a warning. If, in the opinion of EZ, this does not lead to a satisfactory solution, EZ may (without prejudice to its other rights and remedies) intervene to end the violation. In urgent or serious cases, EZ may intervene without warning.

3.6 **Prohibited Uses of AI Services.** Customer shall not:

- (a) use any AI Output in a manner that violates applicable laws, including the EU AI Act, data protection, consumer protection or intellectual property laws. Customer remains solely responsible for verifying the suitability and lawfulness of any use of AI Output;
- (b) input, upload or otherwise make available to the Services any sensitive or special categories of personal data (including data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data for identification purposes, health data, or data concerning sex life or sexual orientation) or any data subject to heightened regulatory or national security restrictions, without EZ's prior written consent.

Customer remains solely responsible for ensuring that any data it submits to the Services is appropriate and lawful for processing, including in connection with any AI Services. Customer shall not use the Services, including any AI Services, in connection with any practices prohibited under the EU Artificial Intelligence Act, including but not limited to social scoring, predictive profiling of criminal behavior, subliminal manipulation, or real-time biometric identification in publicly accessible spaces, except where expressly permitted by applicable law. The Services are not designed or intended for use in high-risk AI systems as defined under the EU Artificial Intelligence Act, and Customer shall not deploy the Services in such contexts without EZ's prior written consent. Customer remains solely responsible for verifying the suitability, accuracy and lawfulness of any use of AI Output.

4. Warranties and Disclaimers

- 4.1 Each party warrants and represents that it has validly entered into this Agreement and has the legal power to do so.
- 4.2 Each party warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 4.3 EZ warrants that the SaaS and Support Services will be performed in accordance with the applicable SLAs. If EZ fails to provide the SaaS and Support Services in accordance with the applicable SLAs (an "**Incident**") during any calendar month, Customer is entitled to a credit as per the amounts set out in SLA (the "**Service Credit**"). To receive the Service Credit, Customer must, within 30 days of the end of the month in which the Incident occurred, provide a written request to EZ explaining the Incident and setting out the amount of any Service Credit claimed ("**Service Credit Notice**"). All calculations and applicable Service Credits are based on EZ's records and data. EZ will apply Service Credits against Customer's current or future invoices and the Service Credits will be generated within 30 days of receipt of the verified Service Credit Notice. In the event there are no current invoices and no future invoices are reasonably anticipated, the Service Credit will be issued as a cash refund. Service Credits are Customer's sole and exclusive remedy for EZ's failure to provide the SaaS and/or Support Services in accordance with the SLAs.
- 4.4 EZ warrants that the Professional Services will be performed in all material respects in accordance with the SOW and in conformity with Good Industry Practice. Customer's sole and exclusive remedies and EZ's sole obligations for breach of the warranty in this clause are as follows: EZ will, at its cost:
 - (a) reperform the non-conforming Professional Services so as to cure the breach, or



- (b) if EZ is unable using its reasonable commercial efforts to provide the remedy at clauses 4.4(a) within a reasonable period of time, refund the Fees paid for the non-conforming Professional Services.

Customer must make any claim under this warranty to EZ in writing within 90 days following EZ's performance of the applicable non-conforming Professional Services. EZ is not obliged to cure any breach of this warranty if Customer fails to identify the breach within this time period.

- 4.5 The warranties at clauses 4.3 and 4.4 shall not apply to the extent of any non-conformance which is caused by:

- (a) use of the SaaS and/or Deliverables contrary to EZ's instructions (including instructions identified in this Agreement);
- (b) modification or alteration of the SaaS and/or Deliverables by any party other than EZ or EZ's duly authorised contractors or agents;
- (c) Customer's networks or systems;
- (d) Customer's failure to promptly install (or allow to be installed) a revision, update or release provided by EZ;
- (e) any Services and/or Deliverables that EZ makes available for testing or demonstration purposes or for which EZ does not receive a Fee; or
- (f) any other circumstances identified in the SLA.

- 4.6 EZ does not warrant that:

- (a) Customer's use of the Services will be uninterrupted or error-free; or
- (b) that the Services, Deliverables and/or the information obtained by Customer through the Services will meet Customer's requirements; or
- (c) the Services and/or Deliverables will be free from Vulnerabilities or Viruses; or
- (d) Services and/or Deliverables will operate in conjunction with any hardware items or software products other than those that EZ has expressly identified as being compatible.

- 4.7 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement. Except as expressly stated in this Agreement (including without limitation clause 4), the Services and the Deliverables are provided to Customer on an "as is" basis.

- 4.8 Without limiting the foregoing:

- (a) EZ is not responsible and shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to EZ by Customer in connection with the Services, or any actions taken by EZ at Customer's direction;
- (b) EZ is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Services and Deliverables may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- (c) EZ makes no warranties relating to the accuracy, completeness, originality, fitness for purpose, or non-infringement of any AI Output. AI Output is generated automatically and may contain errors, bias or inaccuracies.

- 4.9 Without limiting the foregoing, EZ is not responsible and shall have no liability for:

- (a) any damage caused by errors or omissions in any information, instructions or scripts provided to EZ by Customer in connection with the Services, or any actions taken by EZ at Customer's direction;
- (b) any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Services and/or Deliverables may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5. Customer's Obligations

- 5.1 Customer shall co-operate with EZ in any manner reasonably required by EZ to enable EZ to perform the Services, including provision of information and data, making available suitably qualified employees and contractors of Customer and shall:

- (a) provide EZ's staff with access to Customer's systems as is necessary for the purpose of carrying out the Services;
- (b) provide such further access for EZ's staff to Customer's premises as is necessary to carry out the Services and Customer shall obtain for EZ all permissions necessary to obtain such access; and
- (c) when EZ's staff are working at Customer's premises (if applicable), provide facilities and supplies reasonably required by EZ, such as electricity, access to their network and computer consumables.

- 5.2 Customer may refuse entry to, or require the removal of, any staff member of EZ (or its subcontractors) who do not comply with the reasonable security and other procedures and policies applicable at Customer's premises (including health and safety) provided those procedures and policies have been provided to EZ in advance.

6. Charges and Payment

- 6.1 EZ shall invoice the Fees in accordance with the applicable Order Form or SOW.

- 6.2 Unless otherwise agreed in the applicable Order Form or SOW, Customer shall pay each invoice submitted to it by EZ within 14 days of the date of invoice in full and cleared funds to the bank account identified by EZ on the applicable invoice.

- 6.3 EZ shall be entitled to adjust the Fees as follows:

- (a) no more than once annually during the Initial Term (as defined on the Order Form), with such adjustment being capped at a maximum of five (5) percent; and/or
- (b) upon the start of each Renewal Term (as defined on the Order Form), with such adjustment being to adjust the Fees to reflect EZ's then-current list price.

In the event of any adjustment to the Fees as described in this clause, EZ will communicate any price changes upon at least 30 days prior written notice.

- 6.4 EZ may send electronic invoices to the email address of Customer that is known to EZ. Customer agrees to this invoicing method.

- 6.5 If EZ has not received payment of any sum due under this Agreement by the due date, EZ will give Customer another opportunity to pay the invoice amount within seven (7) days. If Customer has still not paid an invoice in full after such seven



(7) days, it will automatically be in default without notice of default being required, and without prejudice to any other rights and remedies of EZ:

- (a) Customer is obliged to pay any and all judicial and extra-judicial costs, including the costs of lawyers, bailiffs and debt-collection agencies, in addition to the amount payable and the relevant statutory (commercial) interest due; and
- (b) EZ may suspend part or all of the Services until payment has been made in full.

6.6 All sums payable to EZ under this Agreement:

- (a) are exclusive of VAT, goods and service tax, sales tax or other consumption or similar taxes (“**Indirect Taxes**”). EZ may charge Indirect Taxes in addition to the Fees under the applicable Order Form or SOW, on condition that EZ’s invoice meets the requirements of a valid tax invoice for such Indirect Taxes after consideration of any applicable tax exemption certificate. Customer is not responsible for any taxes based on EZ’s net income. If, at any time, Customer claims that its purchase of Services hereunder is exempt from any taxes, it shall be Customer’s responsibility to provide EZ with the appropriate tax exemption certificate(s). In the absence of valid proof of exemption, EZ reserves the right to charge Customer for, and Customer agrees to pay, the applicable taxes;
- (b) are, unless otherwise expressly agreed in this Agreement, non-cancellable and non-refundable; and
- (c) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any deduction or withholding (including cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by EZ is equal to the amount then due and payable under this Agreement.

6.7 Switching Fees. EZ shall not charge Customer any fees for the switching process itself (including data export, provision of technical documentation, or standard technical assistance) beyond the charges expressly set out in clause 12.3. Any charges for additional switching assistance shall be transparent, proportionate, non-discriminatory and limited to costs objectively incurred by EZ. Such charges shall be communicated to Customer in writing prior to commencement.

7. Intellectual Property Rights

7.1 Customer acknowledges and agrees that EZ and/or its licensors own all Intellectual Property Rights in the:

- (a) Services;
- (b) Deliverables,
- (c) EZ’s Confidential Information;
- (d) all other EZ supplied material provided or developed for use in connection with the Services and/or Deliverables generally, exclusive of the Customer Data; and
- (e) in each of (a)-(d) above, all modifications, enhancements, improvements, adaptations, translations to the same.

Customer is not permitted to delete, remove, render unreadable or modify any designation of EZ or its licensors as owner of such Intellectual Property Rights. Except as expressly stated herein, this Agreement does not grant Customer any rights to, under or in, any patents, copyright,

database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the foregoing EZ Intellectual Property Rights.

7.2 Subject to payment of the Fees due for the SaaS, EZ grants to Customer a non-exclusive, non-sublicensable and non-transferable, right (or license as applicable) to access and use the SaaS during the Subscription Term for Customer’s (and Customer’s Affiliates’) internal business purposes only, or as may otherwise be set forth in the applicable Order Form.

7.3 Subject to payment of the Fees due for the Professional Services, EZ grants to Customer a non-exclusive, non-sublicensable, non-transferable, right (or license as applicable) to use the Deliverables solely for Customer’s (and Customer’s Affiliates’) internal business purposes. If a Deliverable was created in connection with, or as an extension to, the SaaS (a “**Related Deliverable**”) then the right (or license as applicable) to use the Related Deliverable endures only for so long as Customer is authorized to use the SaaS to which the Related Deliverable is connected.

7.4 Notwithstanding anything to the contrary in this SPSA, Customer may permit the Customer Affiliates to access, use and benefit from the SaaS and/or Deliverables provided that:

- (a) Customer remains responsible to EZ for the acts and omissions of the Customer Affiliates as if they were acts and omissions of Customer; and
- (b) Customer Affiliate usage will count towards the agreed number of subscriptions set out in the Order Form (i.e. number of users, factories and/or sites).

7.5 For the avoidance of doubt, EZ retains all Intellectual Property Rights in AI Technology, AI Services, and any AI models (including any Customer-specific models trained on Customer Data). Customer is granted a non-exclusive, non-transferable licence to use AI Output generated during the Subscription Term solely for Customer’s internal business purposes. AI Output that has been anonymised may be retained and used by EZ for analytics, benchmarking and service improvement purposes in accordance with this Agreement.

7.6 The Intellectual Property Rights in Customer Data and Customer’s Confidential Information are, and shall remain, the sole and exclusive property of Customer and Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data. Customer grants EZ a non-exclusive license to:

- (a) use, copy, store and display the Customer Data for the purpose of providing the Services; and
- (b) create metadata in relation to Customer Data or Customer’s usage of the SaaS provided that such metadata is anonymised (“**Metadata**”). Examples of Metadata include amount of uptime for the SaaS monthly/annually, number or type of system incidents encountered, trends in usage or popularity of certain features and functionality. For the avoidance of doubt, EZ shall own all right, title and interest in such Metadata and the usage of such Metadata by EZ may help with benchmarking analyses to help Customer and other customers of EZ improve their performance;
- (c) AI Technology and AI Output. EZ retains all Intellectual Property Rights in AI Technology, AI Services, and any AI models (including Customer-specific models trained on Customer Data). Customer is granted a non-exclusive, non-transferable licence to use AI Output generated



during the Subscription Term solely for Customer's internal business purposes. AI Output that has been anonymised may be retained and used by EZ for analytics, benchmarking and service improvement purposes beyond the Subscription Term.

- 7.7 EZ shall be entitled to use and exploit any suggestions, enhancement requests, feedback or recommendations relating to the Services and/or Deliverables which are provided by Customer, its employees, contractors and users to EZ ("**Feedback**"). For the avoidance of doubt:
- (a) Customer is not obliged to give any Feedback;
 - (b) EZ is not obliged to act on any Feedback; and
 - (c) EZ shall own all Intellectual Property Rights in such Feedback.

- 7.8 **AI Output.** Subject to EZ's and third-party pre-existing rights: (a) any AI Output that is unique to Customer constitutes Customer Data; and (b) EZ grants Customer a perpetual, worldwide, royalty-free licence to use, copy and modify all AI Output for Customer's internal business purposes. No rights in the underlying AI Technology are granted. For clarification, and excluding always Customer Data, AI Output Intellectual Property Rights belong to, and to the extent necessary, shall vest in EZ absolutely and exclusively. For clarity, translations or other automated outputs generated by the AI Services form part of Customer Data and are stored within the Customer's dataset in accordance with this Agreement. EZ retains all Intellectual Property Rights in the underlying AI Technology, training methods, and generic models, and nothing in this Agreement shall be construed as granting Customer any rights thereto.

8. Confidentiality

- 8.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed in connection with this Agreement by a party or its Representatives to the other party and that party's Representatives before, on or after the Effective Date, including:
- (a) the terms of this Agreement;
 - (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, of the disclosing party (or any Affiliate of the disclosing party); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or any Affiliate of the disclosing party);
 - (c) any information developed by the parties in the course of carrying out its obligations under this Agreement and the parties agree that:
 - (i) details of the Services and Deliverables, and the results of any performance tests of the SaaS, shall constitute EZ Confidential Information; and
 - (ii) Customer Data shall constitute Customer Confidential Information.
- 8.2 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

- 8.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement; or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 8.
- 8.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

- 8.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 8.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 8.6 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

- 8.7 The above provisions of this clause 8 shall continue to apply after termination of this Agreement.

9. Data Protection

- 9.1 If EZ processes any personal data on Customer's behalf when performing its obligations under this Agreement, the parties record their intention that Customer shall be the data controller and EZ shall be a data processor, and that the Data Processing Addendum shall apply. The Data Processing Addendum is incorporated into and forms part of this Agreement.
- 9.2 **Model training.** EZ may use, process and store Customer Data (excluding Personal Data for such model training except if the parties have first entered into an appropriate data processing agreement in order to cover such model training and provided Customer has not exercised its right to opt out) to maintain, develop and improve the AI Services and underlying



AI Technology, unless Customer notifies EZ in writing that it opts out of such training. An opt-out will not affect the core provision of the Services. Customer acknowledges and agrees that EZ does not require and does not intend for the Services (including any AI Services) to process sensitive or high-risk data as described in clause 3.6. Customer shall ensure that such data is not submitted to the Services. EZ shall have no liability for any use of the Services by Customer in breach of this clause. Where EZ trains Customer-specific models using Customer Data, such models shall be dedicated to that Customer and not shared with any other customer. EZ retains all Intellectual Property Rights in such models; however, Customer is granted a non-exclusive, non-transferable licence to use the output of such models for the duration of the Subscription Term. EZ will ensure such training occurs in secure, segregated environments, not connected to the public internet, and at a frequency determined by EZ's operational standards (at least once per month). For clarity, opting out may limit Customer's ability to benefit from certain AI/ML-based functionalities, but will not affect the provision of the core SaaS Services. Customer Data used for such training shall be retained only for the duration of the Subscription Term, unless earlier deletion is required by applicable law or expressly agreed in writing by the parties, provided that such deletion does not impair the provision of the Services.

10. Indemnity

- 10.1 Subject to the procedure set out in clause 10.3, Customer shall defend, indemnify and hold harmless EZ, its subcontractors and Third-Party Hosting Provider against any claim made against it by an unaffiliated third party or any legal action made against it in each case which arises out of or in connection with:
- Customer's breach of clauses 3.4 and 3.5; or
 - the Customer Data when used in accordance with this Agreement, directly infringes a third party's Intellectual Property Rights.
- 10.2 Subject to the procedure set out in clause 10.3 and clause 11, EZ shall defend, indemnify and hold harmless Customer against any claim made against it by an unaffiliated third-party that the SaaS and/or Deliverables when used in accordance with this Agreement, directly infringes a third party's Intellectual Property Rights.
- 10.3 Promptly after a party obtains knowledge of the existence or commencement of a claim or legal action for which it is entitled to be indemnified under clause 10.1 or 10.2 (the "Indemnified Party"), the Indemnified Party will notify the other party (the "Indemnifying Party") of such claim or legal action in writing, provided, however, that any failure to give such notice promptly will not waive any rights of the Indemnified Party except to the extent that the rights of the Indemnifying Party are actually prejudiced or liability increased thereby. The Indemnifying Party will have exclusive control of the defence and settlement of such claim or legal action; provided, however, that the Indemnified Party may join in the defence and settlement of such claim or legal action and employ counsel at its own expense and will reasonably cooperate with the Indemnifying Party in the defence and settlement of such claim or legal action. The Indemnifying Party may settle any claim or legal action without the Indemnified Party's written consent unless such settlement:
- does not include a release of all covered claims pending against the Indemnified Party;
 - contains an admission of liability or wrongdoing by the Indemnified Party; or
 - imposes any obligations upon the Indemnified Party other than an obligation to cease using any infringing items.
- 10.4 In the event that EZ, in its sole discretion, reasonably determines, that the SaaS and/or Deliverables (or any portion thereof) infringes, or may infringe, any third party Intellectual Property Rights, EZ may procure the right for Customer to continue using the SaaS and/or Deliverables, replace or modify the SaaS and/or Deliverables so that they become non-infringing or, if such remedies are not reasonably available, terminate the applicable SaaS or use of the Deliverables in whole or in part and (if relevant) give Customer a refund for any unused, prepaid Fees for the infringing SaaS covering the remainder of the Subscription Term.
- 10.5 In no event shall EZ, its employees, agents and sub-contractors be liable to Customer to the extent that the alleged infringement is based on:
- a modification of the SaaS and/or Deliverables by anyone other than EZ; or
 - Customer's use of the SaaS and/or Deliverables in a manner contrary to the instructions given to Customer by EZ;
 - the combination of the SaaS and/or Deliverables, or any portion thereof, with any other third-party software, hardware, service, technology, content or material not provided by EZ if infringement would not occur without the combination, unless contemplated by this Agreement expressly authorizes a combination with that other third party software, hardware, services, technology, content or material;
 - Customer's use of other than the then most current version of the SaaS and/or Deliverables, on condition that the then-most current version was made available to Customer, to the extent such infringement would have been prevented by Customer's use of the then-most current version;
 - any AI Output generated in accordance with Customer's instructions and use of the Services in compliance with this Agreement, provided that EZ shall remain liable where the infringement results from a defect in the AI Technology itself rather than from Customer Data or Customer's use; or
 - any SaaS and/or Deliverables that EZ makes available for testing or demonstration purposes or for which EZ does not receive a Fee.
- 10.6 The foregoing states Customer's sole and exclusive rights and remedies, and EZ's (including EZ's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any third-party Intellectual Property Rights.

11. Limitation of liability

- 11.1 Nothing in this Agreement excludes EZ's liability:
- for death or personal injury caused by its negligence;
 - for fraud or fraudulent misrepresentation;
 - to the extent the loss or damage is the result of intent or wilful recklessness; or
 - for any other liability which cannot be excluded by law.

11.2 Subject to clause 11.1, EZ shall not be liable to Customer whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

11.3 Subject to clause 11.1, the cumulative aggregate liability of EZ to Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to direct damages up to the total amount of all Fees paid or payable to EZ for the Service giving rise to the claim in the 12-month period immediately preceding the date on which the claim arose.

11.4 Any claim for compensation by Customer against EZ that is not specified and explicitly reported will lapse by the mere duration of twelve (12) months after the claim arose.

12. Term and termination

12.1 This Agreement commences on the Effective Date and shall continue for the term set out in the applicable Order Form or SOW unless terminated earlier in accordance with its terms.

12.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into, any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction of that other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (f) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- (g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(a)(b) to (f) (inclusive).

12.3 On termination of this Agreement for any reason:

(a) all rights and licences granted under this Agreement shall immediately terminate;

(b) all Fees owed under this Agreement shall become immediately due and payable;

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

(d) EZ may destroy, render inaccessible or otherwise dispose of any of Customer Data in its possession and save as otherwise set out by applicable law, EZ is under no obligation to provide Customer with a copy of this Customer Data unless requested, in writing, within 30 days of termination. Upon such request, provided that Customer is not otherwise in breach of this Agreement, and save as otherwise mandated by applicable law, EZ shall (at Customer's cost based on EZ's standard rates):

(i) provide Customer with the mechanism required to allow Customer to download or export the Customer Data without undue delay and at no additional cost, in a structured, commonly used and machine-readable format (including JSON, CSV, or XML) together with relevant metadata, in compliance with the Data Act. Where technically feasible, EZ shall provide such data through application programming interfaces (APIs) or other appropriate means of data transmission; and

(ii) facilitate the switching by Customer to an alternative provider or to Customer's own IT environment by providing adequate technical assistance within thirty (30) calendar days of Customer's written request. Such assistance may include: provision of technical documentation regarding data structures and APIs; support during migration; and reasonable cooperation during transition. Charges for such switching assistance shall be in accordance with clause 6.7. Standard data export functionality provided through the SaaS user interface shall be at no additional cost; and

(iii) EZ maintains an online register accessible to Customer at trust.ezfactory.nl containing up-to-date information on all data structures, data formats, and relevant standards and open interoperability specifications in which Customer Data can be exported, in accordance with Article 26 of the Data Act; and

(e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to payment or the Services suspended and the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

12.4 Clauses concerning the parties' rights and obligations that by the content of the section operate after termination or that are necessary to enforce any right will survive termination of this Agreement.

12.5 Upon termination of this Agreement, any Customer-specific models trained on Customer Data shall be deleted or anonymised (to the extent reasonably possible) within ninety (90) days, unless otherwise agreed in writing. EZ shall not be



obliged to retain any AI Output or training data beyond such retention period.

12.6 **Data Act Switching Rights.** Notwithstanding any other provision of this Agreement, where Customer exercises its right to switch to an alternative provider of data processing services or to Customer's own on-premises infrastructure in accordance with the Data Act, Customer may terminate the affected Services by providing not more than two (2) months' prior written notice to EZ. During such notice period and subsequent transition period, if any, EZ shall continue to provide the Services and assist Customer with switching in accordance with clause 12.3. Customer remains responsible for payment of all Fees due up to the effective date of termination in accordance with clause 6.

13. General Provisions

13.1 **Force Majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the same if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

13.2 **Conflict.** In the event of any conflict or inconsistency between the documents making up this Agreement, they shall prevail in the following order of precedence:

- (a) the applicable Order Form or SOW,
- (b) the DPA (if applicable),
- (c) this SPSA,
- (d) any other document referenced in this SPSA.

13.3 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.4 **Waiver.** A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13.5 **Rights and Remedies.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

13.6 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for

innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

13.8 **Purchase Orders.** Any inconsistent or additional terms of Customer's purchase order or similar document are excluded regardless of EZ accepting the purchase order or other Customer document for payment purposes. In addition, nothing contained in any clickwrap agreement, other document or instrument issued by Customer will in any way modify or add any additional terms or conditions to this Agreement, and any modified or additional terms or conditions are expressly rejected and excluded from this Agreement.

13.9 **Assignment.** Except as expressly permitted in this Agreement, neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld). Notwithstanding the foregoing, either party can assign its rights and/or obligations (in full) to an Affiliate or in connection with a merger, acquisition, corporate reorganization or sale or all or substantially all of its assets.

13.10 **No Partnership or Agency.** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name, or on behalf of, or otherwise to bind the other, in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.11 **Publicity.** Customer agrees to the following publicity actions of EZ (save for the cases set out in 13.11 (c) or 13.11 (d), for which in every individual case EZ will ask for Customer's approval before any message is published):

- (a) Customer's logo on EZ's website;
- (b) Customer's name in EZ's marketing messages on LinkedIn, Facebook and other social media,
- (c) a Customer referral story on EZ's website; and
- (d) a short video message to communicate the user experience at Customer, for use on social media platforms and on EZ's website.

13.12 **Non-Solicitation.** Both parties agree that during the term of this Agreement and for one (1) year after the last date Services are performed under this Agreement, neither party shall directly or indirectly solicit for employment or engagement any employees, agents, subcontractors or representatives of the other party, without prior written consent of the first party; except, that nothing in this Agreement prevents either party from engaging in general recruiting directed to the public that do not target the personnel of the other party.

13.13 **Third Party Rights.** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

13.14 **Export.** The parties shall comply with all applicable export and import control laws and regulations. Customer shall not directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or permit access to, or use of, the Services and/or Deliverables to, in, by, or for sanctioned, embargoed, or

prohibited countries, persons, or end uses under applicable export law (collectively, “**Prohibited Uses**”). Customer is responsible for screening for Prohibited Uses and obtaining any required licenses, governmental approval, or other authorizations. Upon learning that any of the Services and/or Deliverables were diverted contrary to the obligations in this clause, Customer will immediately notify EZ.

13.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute one agreement. Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed “wet-ink” counterpart of the same. No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

13.16 Notices.

- (a) With respect to notices permitted or required under this Agreement related to the following matters, such notices must be in writing and delivered by personal delivery, by registered or certified mail (return receipt requested), or by internationally recognized overnight delivery service:
 - (i) notices of breach (including breach of warranty);
 - (ii) notices of termination;
 - (iii) notices regarding actual or potential legal action, including service of any proceedings, under any arbitration or other method of dispute resolution and/or claims subject to indemnification hereunder; and
 - (iv) notices under the DPA.
- (b) Notices will be deemed given:
 - (i) on the date of delivery when delivered personally,
 - (ii) one (1) Business Day after deposit for next day delivery with an internationally recognized overnight delivery service, and
 - (iii) on the date of delivery when mailed by registered or certified mail (return receipt requested).
- (c) Notices other than those described in clause 13.16(a)(i)-(iv) (inclusive) may also be delivered by email, and will be deemed given upon personal reply acknowledging receipt. Notices to EZ shall be sent to as set out below or as changed through written notice to the other party.

- **To EZ:**

Address: As set out at the top of this SPSA

Email: info@ezfactory.nl

Attention: CEO

- **To Customer:**

The Customer contact name, address and email as set out in the applicable Order Form or SOW.

13.17 Interpretation. Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision. Except where otherwise expressly agreed, a reference to writing or written including email. Whenever the terms “including” or “include” are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase “but not limited to” or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

13.18 Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with Dutch law.

13.19 Jurisdiction. Subject to clause 13.20 and to the extent that the rules of mandatory law do not prescribe otherwise, any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) will be referred for adjudication to the competent court in the Netherlands for the district in which EZ has its registered office.

13.20 Equitable Relief. Notwithstanding anything to the contrary in this Agreement:

- (a) either Party may at any time seek equitable relief (without the necessity of posting a bond), including, without limitation, temporary injunctive relief, in any court of competent jurisdiction; and
- (b) EZ, at its option, may pursue any and all remedies available at law and in equity in any court of competent jurisdiction with respect to any claim against Customer for non-payment under this Agreement.