

XiltriX International B.V.

Terms and Conditions

One document under every XiltriX offer: monitoring scope and service levels, warranty, data, liability, international provisions and general provisions.

In force from 1 September 2026.

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How these Terms are structured

The order of precedence is fixed and is stated in every offer. Higher levels prevail over lower levels.

1

The offer and its appendices

Prices, configuration, scope schedule and the choices made for that specific offer.

2

These Terms

The XiltriX Terms and Conditions: monitoring scope, service levels, warranty, data, liability, international provisions and all general provisions.

Chapter 1. General provisions

This chapter always applies irrespective of the services and/or products provided by XiltriX.

Article 1. Applicability of these Terms

- 1.1 These terms and conditions ("Terms") apply to all offers and agreements wherein XiltriX International B.V. and/or its affiliates ("XiltriX") delivers services and/or provides products to a client ("Client"). Client and XiltriX shall make more detailed arrangements about the relevant obligations and performances in the relevant offer made by XiltriX and/or signed agreement between parties ("Agreement").
- 1.2 The content of these Terms applies to the extent that parties have not made any explicit written arrangements in a formal signed document to the contrary. Any (purchase) terms and conditions of Client do not apply and are explicitly excluded.
- 1.3 If XiltriX makes products or services of a third party supplier available to Client, the licensing or sales terms of this third party supplier apply to the relationship between XiltriX and Client, in which case, provisions in these Terms that deviate from those other terms do not apply for that particular product or service, unless the Client demonstrates that the Client has not been given a reasonable opportunity to take note hereof or do not (longer) apply for another reason. In the case of the latter, these Terms apply.
- 1.4 Where these Terms conflict with the Agreement, the Agreement (including its appendices) prevails over these Terms.
- 1.5 Where the English and any other language version of these Terms differ, the English text prevails.

Article 2. Offers

- 2.1 Client guarantees the correctness and completeness of the information provided, with the exception of obvious typing errors, by or on behalf of client to XiltriX and on which information XiltriX has based its offer.
- 2.2 XiltriX's offers, and other forms of communication are made without any binding obligation, unless XiltriX indicates otherwise in writing. Only signed offers by an authorized representative of XiltriX shall be binding for XiltriX.

Article 3. Price and payment

- 3.1 All fees and charges are denominated in euros and do not include value added tax (VAT) or any other levies or duties imposed by public authorities in connection with the relevant product or service.
- 3.2 Any budget or cost estimate provided by XiltriX is indicative only and does not bind XiltriX. A budget figure submitted by Client will be treated as a fixed price or maximum-price arrangement solely if the parties have expressly agreed so in a signed written instrument.
- 3.3 Where Client comprises multiple legal entities or natural persons, each of those entities or persons bears joint and several liability towards XiltriX for full performance of all obligations under the agreement.
- 3.4 XiltriX's records and administration shall constitute conclusive evidence of the nature and extent of the work performed and the amounts owed by Client in connection therewith, subject to Client's right to provide evidence to the contrary.
- 3.5 Where Client is subject to a recurring payment obligation, XiltriX is entitled to revise the applicable fees and rates by written notice, applying the index or other adjustment mechanism specified in the agreement or offer, within the timeframe set out therein. Where no such mechanism or timeframe is specified, XiltriX may revise the fees and rates by written notice, subject to a minimum notice period of one month, in line with the applicable index rate that XiltriX usually applies. In addition thereto, XiltriX may pass on to Client any price increases imposed by third-party suppliers. Should Client find a price increase solely based on these Terms unacceptable, Client may terminate the agreement by written notice (opzeggen) within thirty days of receiving notice of the revision, with effect from the date the revised fees or rates would have entered into force.
- 3.6 Client shall settle all amounts due within the payment period agreed between the parties or as indicated on the relevant invoice. If parties have not agreed on an explicit payment scheme, all sums related to the services provided by XiltriX become due and payable, retroactively, per calendar month. Client is not entitled to suspend payment or to apply any set-off against amounts owed to XiltriX.

- 3.7 Should Client fail to pay any amount when due, Client shall owe statutory commercial interest on the outstanding balance from the due date, without any prior demand or notice of default being required. If Client remains in default following a demand or notice of default, XiltriX may refer the matter to a collection agency or legal counsel. In that event, Client shall be liable for all reasonable costs of recovery, including both court costs and extrajudicial collection costs, as well as fees charged by third-party advisers engaged in connection therewith, in addition to the principal amount outstanding, without prejudice to any other rights available to XiltriX under the law or the agreement.
- 3.8 For most services and/or products provided by XiltriX Financing is available as a capital purchase, a lease, or a subscription. The financing structure chosen does not change the commitments in these Terms.
- 3.9 Client may purchase prepaid credits (a "Wallet") to pay for smaller orders such as spare parts, calibrations, additional support and on-site interventions. Wallet credit is charged against XiltriX's rates applicable at the time of the relevant order. XiltriX shall report the Wallet balance to Client upon request. Unless the parties have expressly agreed otherwise in writing, Wallet credit is valid for forty-eight (48) months from the date of purchase, is non-refundable, may not be exchanged for cash, does not bear interest and may not be set off against other invoices. Any remaining credit lapses automatically at the end of its validity period or upon termination of the Agreement.

Article 4. Duration of the Agreement

- 4.1 Where the Agreement constitutes a continuing performance contract (duurovereenkomst), the contractual term as agreed between the parties governs its duration. In the absence of an expressly agreed term, the agreement shall have a duration of one year from the date of entry into force.
- 4.2 Fixed-term agreements are, subject to mandatory statutory provisions, tacitly renewed upon expiry, successively and for periods equal to the original term, subject to a maximum renewal period of one year at a time. Tacit renewal does not occur if either party has given written notice of termination (opzeggen) to the other party no later than three months before the end of the then-current term.

Article 5. Confidentiality

- 5.1 Each party undertakes to treat as confidential all information received from the other party that it knows or ought reasonably to recognise as being of a confidential nature, and to refrain from disclosing such information to third parties. This obligation does not preclude disclosure where:
- a. disclosure is required by a binding court order, a statutory obligation, or a directive issued by a competent regulatory or governmental authority;
 - b. disclosure is necessary for the purpose of making legally required notifications or reports to relevant authorities; or
 - c. disclosure is strictly necessary for the proper execution of the agreement.
- Any party that receives confidential information may use it solely for the purpose for which it was shared. Information shall in any event be deemed confidential if the disclosing party has expressly identified it as such. Where the Agreement permits disclosure to a third party, the receiving party shall ensure that the third party concerned is bound by a confidentiality obligation of equivalent scope.
- 5.2 XiltriX shall ensure that all individuals who process personal data on Client's behalf under XiltriX's supervision or authority are subject to a binding duty of confidentiality.
- 5.3 Client acknowledges that the products and services made available by XiltriX, including any software comprised therein, are confidential in nature. Such products and services embody trade secrets belonging to XiltriX, its sub-suppliers, or the manufacturers of the relevant products and services.

Article 6. Retention of title, reservation of rights, suspension and transfer of risk

- 6.1 Title to all goods supplied to Client shall vest in and remain with XiltriX until Client has discharged in full all amounts payable to XiltriX under the agreement.
- 6.2 In respect of goods intended for export, the proprietary effects of the retention of title shall be determined by the law of the country of destination, provided that the applicable law of that country contains rules more advantageous to XiltriX than Dutch law.
- 6.3 To the extent that rights are granted or transferred to Client under the agreement, such grant or transfer is conditional upon Client's full and timely payment of all amounts owed pursuant to the agreement.

- 6.4 For as long as Client has not discharged all outstanding amounts, XiltriX is entitled to retain any goods, data, documents or software received or produced in connection with the agreement, notwithstanding any actual handover or transfer that may have taken place, or to suspend performance of its obligations.
- 6.5 The risk of loss, theft, misappropriation or damage to goods, data, security measures, documents or software created, delivered or used in connection with the agreement transfers to Client at the moment those items come under the actual control of Client or any person acting on Client's behalf.

Article 7. Intellectual property

- 7.1 All intellectual property rights subsisting in or relating to anything developed or made available to Client under the Agreement, including but not limited to software, firmware, websites, data files, databases, hardware, training materials, tests and examination materials, as well as analyses, designs, documentation, reports, proposals and preparatory works, are and remain exclusively vested with XiltriX, its licensors or its sub-suppliers. Client acquires only such rights of use as are expressly conferred under these Terms, under any written agreement concluded between the parties, or under mandatory provisions of applicable law. Any right of use conferred on Client is non-perpetual, non-exclusive, personal, non-transferable, non-pledgeable (niet-verpandbaar) and cannot be sublicensed.
- 7.2 Client may not alter, adapt or modify any materials made available to it, nor may Client use such materials for the purpose of training artificial intelligence systems or apply web scraping, data mining or comparable automated extraction techniques to the materials made available by XiltriX.
- 7.3 XiltriX is not bound by any commitment to transfer any intellectual property rights unless parties have expressly agreed to such transfer in writing. Where the parties agree in writing that an intellectual property right in software, websites, data files, hardware, know-how or other works or materials is to be transferred to Client, XiltriX nevertheless reserves the unrestricted right to:
- a. use and/or exploit, whether for its own account or for the benefit of third parties, the underlying components of such works (including designs, algorithms, documentation, works, protocols, anonymised (monitoring) data and standards) for any purpose other than the specific work transferred;
 - b. use and/or exploit, whether for its own account or for the benefit of third parties, the general concepts, ideas, principles or programming languages that were applied in or formed the basis for the development of any work for Client; and
 - c. continue developing, whether for its own account or for the benefit of third parties, any works that are similar to or derived from works developed for Client.
- 7.4 Client shall not remove, add to, alter or obscure any notices or markings relating to the confidential nature, copyright, trademarks, trade names or other intellectual property rights appearing on or in any services, software, websites, data files, hardware or other works or materials, nor shall Client procure that any such notice or marking is removed, added to, altered or obscured by a third party.
- 7.5 XiltriX shall defend and indemnify Client against any third-party claim asserting that software, websites, data files, hardware or other materials independently developed by XiltriX infringe that third party's intellectual property rights. This indemnity is conditional upon Client: (i) notifying XiltriX promptly and in writing of the existence and substance of any such claim; and (ii) ceding full control of the defence and resolution of the claim, including any settlement, to XiltriX, and providing XiltriX with all powers of attorney, information and reasonable assistance required for that purpose. This indemnity does not extend to claims arising from (i) works or materials supplied by Client to XiltriX for use, adaptation, processing or maintenance, or (ii) modifications made to software, websites, data files, hardware or other works or materials by Client or at Client's direction without XiltriX's prior written consent. Should it be finally determined by a court of competent jurisdiction that materials independently developed by XiltriX infringe a third party's intellectual property right, or should XiltriX itself reasonably conclude that such an infringement is likely to occur, XiltriX shall endeavour, where practicable, to procure for Client the continued right to use the affected works or to provide Client with a functionally equivalent alternative. No further or additional indemnity obligations on XiltriX's part shall apply.
- 7.6 Client warrants that the provision to XiltriX of any hardware, software, website materials, data or other materials, designs or works, and XiltriX's processing thereof, will not infringe any third-party right, and that all necessary licences and permissions have been obtained. Client shall defend and indemnify XiltriX against any third-party claim asserting that the provision, use, maintenance, processing, installation or integration of any such materials infringes a right of that third party.
- 7.7 XiltriX is permitted to refer to Client by name and to use Client's name, trademarks, logos, trade names, brand elements, and other identifying marks in any and all of its external communications, marketing, advertising, and promotional materials and activities, whether in print or digital format, including but not limited to: its website, social media platforms and channels, press releases, case studies, testimonials, pitch materials, presentations, proposals, events, trade shows, advertising

campaigns (online and offline), newsletters, brochures, banners, video content, podcasts, interviews, and any other promotional or publicity materials, in each case regardless of the medium, channel, or format used. Client hereby grants XiltriX a non-exclusive, royalty-free, worldwide, perpetual licence to use the aforementioned marks for the purposes set out in this clause. XiltriX shall use these marks in accordance with any brand guidelines provided by Client in writing. Client acknowledges that no prior approval shall be required for each individual use of these marks, unless expressly agreed otherwise in writing between the parties.

- 7.8 To promote and visibly acknowledge the cooperation between Client and XiltriX, Client shall reasonably endeavour, upon XiltriX's first request, to place and maintain on its website a clearly visible hyperlink to XiltriX, identifying XiltriX as Client's supplier and/or partner, in a form and location reasonably acceptable to XiltriX, for the duration of the Agreement.

Article 8. Performance of services

- 8.1 XiltriX shall perform its services diligently and to the best of its abilities, and where applicable in accordance with the Agreement and/or arrangements and procedures agreed upon in writing with Client. Unless XiltriX has explicitly committed to a specific result in the written agreement and that result is described therein with sufficient precision, all services are rendered on the basis of a best-efforts obligation.
- 8.2 Where Client disregards XiltriX's advice or recommendations, or elects to proceed with a request or instruction that XiltriX has indicated to be unrealistic, inappropriate or technically not feasible, XiltriX bears no responsibility for any resulting consequences, including but not limited to any loss or additional work incurred.
- 8.3 Even if the Agreement was concluded with a specific individual to perform services in mind, XiltriX retains the right at all times to substitute that individual with one or more other persons possessing equivalent or comparable qualifications.
- 8.4 XiltriX is under no obligation to comply with Client's instructions in the course of performing the services, in particular where those instructions would alter or expand the agreed scope or content of the services. Should XiltriX nonetheless act on such instructions, it may invoice Client for the time and effort involved at its then-applicable rates.
- 8.5 Upon Client's written request, XiltriX shall use reasonable endeavours to cooperate, within a reasonable timeframe, in any exit activities required to facilitate a transition to a third-party service provider or to Client's own environment. XiltriX may charge its applicable rates for such cooperation. Unless expressly agreed otherwise in writing, XiltriX is not obliged to carry out any data conversion in connection with the foregoing or otherwise.

Article 9. Obligation to provide information and render assistance

- 9.1 Parties acknowledge that, effective performance of the Agreement requires timely and adequate mutual cooperation and the exchange of accurate information. Client undertakes to extend all reasonable cooperation to XiltriX and to provide all information that XiltriX requires, completely and in a timely manner.
- 9.2 Client is responsible for the accuracy, completeness, quality, relevance and representativeness of all data, information, designs and specifications that Client or any person acting on Client's behalf supplies to XiltriX. Where such information contains manifest inaccuracies, XiltriX shall invite Client to provide clarification or corrections.
- 9.3 XiltriX is under no duty to alert Client to risks falling outside the scope of the Agreement. Any warning or notification that XiltriX nevertheless issues is given on a purely voluntary basis and does not create any obligation or give rise to any liability on XiltriX's part.
- 9.4 Client shall, in the interest of continuity, designate one or more contact persons to liaise with XiltriX for the duration of service performance. Such contact persons shall have the requisite practical experience, relevant subject-matter knowledge and a clear understanding of the objectives Client seeks to achieve.
- 9.5 Client bears full responsibility for its selection of the goods and/or services to be delivered by XiltriX. Client shall take all reasonable care to ensure that the requirements it sets for XiltriX's performance are accurate and complete. Figures, measurements and specifications appearing in drawings, images, catalogues, websites, proposals, promotional materials, standardisation sheets or similar documents are not binding on XiltriX unless XiltriX has expressly confirmed otherwise in writing.
- 9.6 Any employees or auxiliary persons that Client engages in connection with the performance of the agreement shall possess the knowledge and experience appropriate to their role.

- 9.7 Where XiltriX's personnel carry out activities at Client's premises, Client shall make available, free of charge and in good time, all necessary facilities, including a suitable workspace with adequate computer and network infrastructure. XiltriX accepts no liability for any damage or costs resulting from transmission errors, failures or the unavailability of such facilities, unless Client demonstrates that XiltriX's own management acted with intent or deliberate recklessness. Client's workspace and facilities must at all times comply with applicable statutory requirements. Prior to the commencement of activities, Client shall inform XiltriX's personnel of all applicable company, information-security and access rules in force within Client's organisation. Client shall defend and indemnify XiltriX against any claim by a third party, including XiltriX's own personnel, for damage sustained in the course of performing the agreement and attributable to Client's acts or omissions or to unsafe conditions within Client's organisation or on its premises.
- 9.8 Client bears sole responsibility for the management and configuration of the products and services delivered by XiltriX, for monitoring the application of those products and services by its users, and for the manner in which the outputs of such products and services are deployed within its organisation. This responsibility extends to: (i) all hardware, on-premise or cloud-based infrastructure, and ancillary software within Client's environment; (ii) the installation, organisation, configuration, parameterisation, tuning, data conversion and uploading, and backup of software and ancillary software running on infrastructure under Client's management; (iii) keeping the infrastructure, hardware, software and operating environment appropriately updated; and (iv) realising any interoperability that Client requires.
- 9.9 XiltriX shall make available user documentation in Dutch or English in a format of XiltriX's choosing. Client is responsible for evaluating whether that documentation is suitable for its users and for providing any supplementary guidance that may be needed.
- 9.10 To ensure compliance and security, XiltriX reserves the right to audit the use of client of its software and/or hardware in compliance with the Agreement, the offer and/or these Terms, at any time during normal business hours and after notification of the Client.

Article 10. Modifications and additional work

- 10.1 Where XiltriX has performed activities or delivered goods or services at Client's request or with Client's prior written or verbal approval, and those activities, goods or services fall outside the scope of the Agreement, XiltriX is entitled to invoice Client accordingly at the rates specified in the Agreement or, in the absence of agreed rates, at XiltriX's then-applicable rates. XiltriX is under no obligation to accede to such a request and may make its cooperation conditional upon the parties entering into a separate written agreement.
- 10.2 Client acknowledges that changes to the agreed scope may result in additional work and may cause agreed timelines, delivery periods or delivery dates to be revised. Revised timelines or delivery dates communicated by XiltriX supersede all previously agreed or indicated timelines and delivery dates.
- 10.3 Insofar as a fixed price has been agreed in the Agreement, XiltriX will, upon Client's written request, set out the financial implications of any additional activities or deliveries referred to in this article.

Article 11. Timelines and delivery

- 11.1 XiltriX shall use its reasonable endeavours to observe the timelines, delivery periods and delivery dates it has communicated or that the parties have agreed upon in the Agreement or the relevant invoice, irrespective of whether these have been designated as firm deadlines or strict dates. Unless explicitly agreed otherwise, all such dates and periods are indicative and constitute target dates only and they are not binding on XiltriX.
- 11.2 Should it become apparent that a timeline or delivery date will not be met, the parties shall consult promptly to assess the impact on the project schedule and agree on revised planning. Regardless of whether deadlines or strict delivery dates have been agreed, XiltriX will only be in default in respect of a missed timeline or delivery date after Client has served a written notice of default specifying the shortcoming in sufficient detail to enable XiltriX to respond adequately, and XiltriX has failed to remedy the shortcoming within the reasonable cure period stated in that notice.
- 11.3 Where the Agreement provides for phased performance, XiltriX may defer the commencement of a subsequent phase until Client has formally approved the deliverables of the preceding phase in writing.
- 11.4 XiltriX is not bound by any timeline, delivery period or delivery date, whether or not designated as firm or strict, if the parties have agreed to a change in the scope or content of the Agreement (including additional work or revised specifications) or a change in the manner of performance, or if Client has failed to fulfil any of its obligations under the Agreement, whether in whole, in part or on time. The fact that additional work arises during performance of the Agreement does not in any circumstances entitle

Client to terminate the Agreement, whether by serving notice of termination (opzeggen) or by terminating for breach (ontbinden).

Article 12. Termination

- 12.1 Termination of the Agreement for breach (ontbinden) on account of an attributable failure to perform is available only where the defaulting party, following receipt of a written notice of default that is as specific as possible and grants a reasonable cure period, fails to remedy its material non-compliance. Payment obligations and all obligations to cooperate or provide information incumbent on Client or any third party engaged by Client are in all cases treated as material obligations under the Agreement.
- 12.2 Where Client has already received goods or services at the time termination for breach takes effect, such performance and the corresponding payment obligations are not reversible, unless Client demonstrates that XiltriX is in default with respect to a material part of that performance. Without prejudice to the foregoing, all amounts invoiced by XiltriX prior to termination for breach in respect of work already duly performed or goods already duly delivered remain payable in full and fall due immediately upon termination taking effect.
- 12.3 Either party may terminate (opzeggen) a continuing performance agreement of indefinite duration to an end by giving written notice to the other party, stating its reasons, and following prior consultation between the parties. Where no notice period has been agreed, a reasonable period of notice is required. Client may not terminate a fixed-term service Agreement before the end of its term, nor may Client terminate an Agreement that ends upon completion before that completion has occurred. XiltriX is not obliged to pay any compensation as a result of termination under this sub-article.
- 12.4 Either party may terminate (opzeggen) the Agreement, in whole or in part, in writing and with immediate effect, without prior notice of default, upon the occurrence of any of the following events affecting the other party: (i) a provisional or definitive suspension of payments is granted; (ii) a petition for bankruptcy is filed; or (iii) the other party's business is wound up or dissolved, other than for the purposes of a restructuring or merger. In addition, XiltriX may exercise this right of immediate termination if a direct or indirect change in the decisive control of Client's business occurs, provided XiltriX does not exercise this right on unreasonable grounds. Upon a Client insolvency, Client's rights to use any intellectual property made available by XiltriX, including software licences, other user rights and access rights to the services, lapse automatically without any further action being required from XiltriX. XiltriX is not obliged to refund any amounts already received or to pay any compensation in connection with termination under this sub-article.

Article 13. Liability and force majeure

- 13.1 XiltriX's total liability for an attributable failure to perform the Agreement or arising from any other legal basis, explicitly including any failure to meet a warranty or indemnification obligation agreed with Client, is limited to the compensation of direct damages as described in more detail in this article. Compensation for such direct damages is in any event limited to the price payable under the applicable Agreement (excluding VAT) or, where the Agreement is primarily a continuing performance contract lasting more than one year, at the total fees payable over twelve months (excluding VAT), subject in all cases to an absolute maximum of EUR 500,000 (five hundred thousand euros). XiltriX's aggregate liability for damages arising from death, personal injury or physical damage to property is separately capped at EUR 1,250,000 (one million two hundred and fifty thousand euros).
- 13.2 Liability for indirect or consequential damages is excluded in its entirety, including without limitation: loss of profits, lost savings, loss of goodwill, business interruption, claims passed on from Client's own customers, and losses arising from the use of third-party goods, materials or software prescribed to XiltriX by Client or from the engagement of sub-suppliers recommended to XiltriX by Client.
- 13.3 The exclusions and limitations in this article are cumulative with all other liability limitations in these Terms and also apply for the benefit of all persons engaged by XiltriX or its sub-suppliers in the performance of the Agreement. They cease to apply only to the extent that the damage was caused by the wilful misconduct or deliberate recklessness of XiltriX's own management.
- 13.4 XiltriX can only be liable after Client has served a written notice of default that specifies the breach in sufficient detail, has granted a reasonable cure period, and if XiltriX has failed to remedy the breach within that period, unless performance has become permanently impossible. Any claim for damages must be reported to XiltriX in writing as soon as reasonably practicable after the loss occurs and lapses twenty-four months after the claim arose, unless legal proceedings have been commenced before that date.

- 13.5 Client shall defend and indemnify XiltriX against all third-party product liability claims arising from a defect in a product or system delivered by Client that incorporated hardware, software or other materials supplied by XiltriX, unless Client demonstrates those XiltriX-supplied materials were the cause of the loss.
- 13.6 Neither party is obliged to perform any obligation, including warranty obligations, to the extent prevented by circumstances outside that party's reasonable control (overmacht). Events outside XiltriX's control include, without limitation: failures of sub-suppliers; inability to fulfil obligations undertaken at Client's express direction; defects in third-party goods, hardware or software used at Client's direction; governmental measures; fire or power outages; failures of digital infrastructure or telecommunications networks; strikes or pandemics; cybercrime, vandalism, armed conflict or terrorism; and widespread transport disruptions. Should a force majeure event persist for more than sixty consecutive days, either party may dissolve the Agreement by written notice (ontbinden), with each party entitled to payment for the portion already performed on a pro-rata basis and nothing further being owed.
- 13.7 XiltriX maintains insurance covering its liability under these Terms. A certificate is available on request. Any deviation from the limitations in this article requires the prior written approval of XiltriX's CEO.

Article 14. Transfer of rights and obligations

- 14.1 Client may not assign, transfer or pledge (verpanden) any of its rights and obligations under the Agreement to a third party without XiltriX's prior written consent.
- 14.2 XiltriX is free to assign, transfer or pledge (verpanden) any claims owed to it under the Agreement to a third party without requiring Client's consent.

Article 15. Governing law and competent court

- 15.1 The Agreement and any other arrangements between XiltriX and Client are exclusively governed by the laws of the Netherlands. The applicability of the Vienna Convention 1980 (The United Nations Convention on Contracts for the International Sale of Goods (CISG)) is explicitly excluded.
- 15.2 Any disputes between parties arising out of or in connection with these Terms or the Agreement, shall be settled exclusively by the competent court of Oost-Brabant, location 's-Hertogenbosch, the Netherlands.

Article 16. International provisions

- 16.1 A copy of these Terms will be provided as an attachment to the Agreement, in a language Client can reasonably be expected to understand.
- 16.2 Maintenance and on-site service outside the Netherlands follow the country-specific arrangements referred to in the hardware maintenance chapter of these Terms.
- 16.3 These Terms govern the relationship between XiltriX and the Client only. Distributor relationships, including territory, resale rights, brand usage, back-to-back SLA and liability, are governed by a separate XiltriX distributor agreement.

Chapter 2. Monitoring services and scope

This chapter applies if XiltriX provides monitoring services and sets out the scope where XiltriX's responsibility ends and Client's begins.

Article 17. Service description and responsibility boundary

- 17.1 When providing monitoring services, XiltriX will monitor and detect alarm conditions on monitored assets and deliver the resulting alarm to the agreed contact chain in accordance with the applicable Agreement, Service Level Agreement and/or these Terms.
- 17.2 Responding to an alarm, intervening on the affected equipment, and keeping the monitoring and alarm configuration (including among others the alarm limits, waiting times, the escalation program) and contact details current are Client's responsibility.
- 17.3 The monitoring (software) platform itself is monitored by XiltriX 24 hours a day, every day of the year, with automated cascading alerts if the platform's own performance degrades. Whether a delivered alarm reaches a person depends on Client's own communication set-up (phone numbers, on-call rosters, network coverage) and is outside supplier's control.
- 17.4 Where XiltriX refers to preventing data loss or downtime, this is scoped strictly to the monitoring data supplier itself collects and controls. It is never a commitment regarding client's own samples, materials, equipment or business operations.
- 17.5 Beyond the explicit written commitments of XiltriX, the monitoring services are provided on a best-efforts basis.

Article 18. Monitoring scope

- 18.1 Each offer and Agreement generally includes a scope schedule listing the monitored assets, the parameters measured on each asset, the alarm thresholds in effect at go-live, and the roles authorised to change them.
- 18.2 Equipment, rooms or parameters not listed in the scope schedule are not monitored and carry no XiltriX commitment, express or implied.
- 18.3 Assets are added to or removed from scope only by written and accepted change requests. XiltriX confirms the effective date, and any resulting price effect, in writing before the change takes effect.

Article 19. Service Levels

- 19.1 Service level commitments applicable to the Agreement and the services provided by XiltriX are exclusively governed by the XiltriX Service Level Agreement ("SLA") in force at the time of the offer, which forms part of the Agreement. The SLA sets out XiltriX's availability targets, incident response times, maintenance windows, alarm delivery commitments and reporting obligations. In the event of any conflict between this article and the SLA, the SLA prevails.
- 19.2 Service level availability is generally measured net of scheduled downtime announced in advance by XiltriX for preventive, corrective or adaptive maintenance, and net of any downtime attributable to circumstances outside XiltriX's reasonable control. Unless Client demonstrates otherwise, XiltriX's own availability measurements constitute conclusive evidence of the service level achieved.
- 19.3 Client shall promptly notify XiltriX of any circumstances that affect or may affect a service level or the availability of the monitored environment.
- 19.4 Where a service level commitment in the SLA is not met, XiltriX's obligation is operational in nature: XiltriX operates a 24/7 monitoring platform and shall work to restore the affected service level within the restore times set out in the SLA, with subsequent reporting on cause and remedy. These Terms do not provide for service credits or other financial compensation in case of missed service levels, any liability remains subject to the limitations in the liability chapter of these Terms...

Chapter 3. Compliance

This chapter applies universally, regardless of the nature of the product or service provided by XiltriX. It sets out, among other matters, XiltriX's obligations where XiltriX is required to comply with specific regulatory requirements under applicable laws and regulations, including but not limited to: the General Data Protection Regulation 2016/679 (GDPR), the Network and Information Security Directive 2022/2555 (NIS2), the Digital Operational Resilience Act 2022/2554 (DORA), the Cyber Resilience Act 2024/2847 (CRA), the Artificial Intelligence Act 2024/1689 (AI Act), the Data Act 2023/2854 (Data Act), the Digital Services Act 2022/2065 (DSA), and the Terrorist Content Online Regulation 2021/784 (TCOR).

Article 20. Regulatory compliance regarding the use of products and services

- 20.1 Client shall use all products and services exclusively for their intended purpose as designed by XiltriX or the relevant manufacturer. XiltriX accepts no liability for damage resulting from any other use, whether or not such use was foreseeable. Where Client requires a specific certification at the time of entering into the Agreement, XiltriX may satisfy that requirement by means of an alternative certification that is subject to materially equivalent standards.
- 20.2 Prior to deploying any product or service, Client shall verify that such use is consistent with the legislation applicable to Client and that the relevant documentation, including technical specifications, user information, declarations of conformity and applicable conformity marks (such as CE markings), is in order. Given the breadth of general and sector-specific legislation, XiltriX does not warrant that its products or services comply, or will continue to comply, with all regulatory requirements applicable to Client's use, nor that they will be updated in response to changes in law without delay.
- 20.3 If Client demonstrates that a legislative or regulatory change requires adjustments to a XiltriX product or service, or the provision of additional documentation, Client shall notify XiltriX in writing with sufficient detail. The parties shall then consult on the necessary measures and the timeframe for implementation. XiltriX may charge its applicable rates for any resulting adaptations or supplementary products and services. If XiltriX is unable to implement the required changes and Client demonstrates it has no alternative means of compliance, either party may terminate the affected part of the Agreement, with no obligation on XiltriX to refund amounts already received or pay compensation.
- 20.4 Where Client has a statutory obligation to involve XiltriX's personnel in security awareness programmes, XiltriX shall make available those employees directly involved in service delivery, provided participation does not place a disproportionate burden on XiltriX's organisation, and may charge reasonable costs for doing so. XiltriX may demonstrate that equivalent prior participation renders further attendance unnecessary, in which case Client shall accept this as sufficient.

Article 21. Data processing and personal data

- 21.1 Client bears full responsibility for data processed when using XiltriX's products or services and warrants that such processing is lawful and does not infringe third-party rights. Client shall in particular: respect intellectual property rights and privacy rights of third parties; refrain from unlawful distribution of data; not attempt unauthorised access to systems; not introduce viruses or malicious code; and abstain from criminal conduct, distribution of terrorist content or any other unlawful act. Client shall defend and indemnify XiltriX against all third-party claims arising in connection with Client's data or the performance of the Agreement, unless Client demonstrates that the underlying facts are attributable to XiltriX.
- 21.2 Each Party is independently responsible for its own compliance with applicable data protection legislation, including the GDPR, in connection with any personal data it processes in the context of this agreement.
- 21.3 Parties acknowledge that this agreement is not primarily directed at the processing of personal data by XiltriX on behalf of Client, and that, in principle, no controller-processor or joint controller relationship within the meaning of the General Data Protection Regulation (EU) 2016/679 ("GDPR") arises between them in connection with its performance.
- 21.4 XiltriX's products and services are not directed at or designed for the processing of special categories of personal data. If Client foresees the processing of special categories of data through XiltriX's products and services, Client will immediately inform XiltriX's thereof in writing. If, notwithstanding the foregoing, the Client processes or causes the processing of special categories of personal data through the Supplier's products or services, it does so at its own risk and sole responsibility, and the Client shall indemnify and hold the Supplier harmless from and against any claims, losses, or liabilities arising therefrom.
- 21.5 Without prejudice to the foregoing, should it at any time be determined or become apparent that the GDPR obligates Parties to enter into a joint controller agreement as referred to in Article 26 GDPR or a

data processing agreement as referred to in Article 28 GDPR, Parties shall cooperate in good faith and promptly enter into such agreement on terms that comply with the applicable requirements.

- 21.6 XiltriX shall, at Client's reasonable request and at its applicable rates, cooperate in responding to (information) requests and requests for assistance in relation to GDPR compliance obligations, including, but not limited to, conducting or supporting a data protection impact assessment (DPIA).

Article 22. Regulatory information, audits and cooperation

- 22.1 Where Client is required by law, regulatory instruction or authority order to make a notification, Client shall promptly inform XiltriX and enable XiltriX to provide any information necessary in connection with that notification.
- 22.2 Where XiltriX is subject to a statutory obligation to disclose information, to demonstrate compliance with security or other obligations, or to grant audit access, the parties shall make specific arrangements. In the absence of such arrangements, Client shall submit a written request to XiltriX specifying the information or cooperation required. XiltriX shall make the required information available within a reasonable period, which may include providing relevant certifications, a valid Data Pro Verified label or a third-party audit report prepared by an independent expert.
- 22.3 If Client is unable to satisfy its legal obligations through the information provided under Article 22.2, or where the parties have agreed a contractual audit right, Client may commission an independent, certified external expert to conduct an audit or inspection, no more than once per year and only to the extent strictly necessary, and at Client's expense. The audit is limited in scope to verifying XiltriX's compliance with its legal obligations to Client or the contractual arrangements. The expert is bound by confidentiality and shall provide XiltriX with a copy of the report. XiltriX may decline to cooperate with a particular expert, audit or inspection if it considers this contrary to applicable law, prejudicial to its competitive position, or incompatible with its security measures. The parties shall consult promptly on the audit findings; XiltriX shall implement recommended improvements to the extent it considers these appropriate in light of the associated risks, the state of the art, implementation costs, its market and the intended use of the product or service.
- 22.4 Where required by law and necessary for Client, XiltriX shall provide reasonable further assistance in the event of an incident involving its products or services. XiltriX may charge its applicable rates for the activities described in this article. Where XiltriX reports to or cooperates with authorities, whether or not required to do so, XiltriX is not liable for any resulting damage suffered by Client or a third party, and Client may not seek to recover from XiltriX any administrative fine imposed on Client by any authority.

Chapter 4. Cyber security

This chapter applies, regardless of the type of products or services that XiltriX provides, if XiltriX is required by laws, regulations or agreement to comply with certain security standards. Among other things, this chapter provides further details on various open standards from laws and regulations in the field of security.

Article 23. Cyber security standards and devices

- 23.1 XiltriX's products and services meet the security specifications agreed upon in writing. Where no specific security method has been agreed, XiltriX implements a level of cyber security that is reasonable having regard to the state of the art, implementation costs, the nature, scope and context of the intended purpose of the product or service, the data it processes, the likelihood and severity of foreseeable risks, the potential impact of incidents, and the rights and freedoms of those affected. XiltriX does not warrant that its cyber security measures are effective under all circumstances.
- 23.2 Security devices and/or tools made available to Client by XiltriX, including multi-factor authentication, encryption, access credentials, identification means, codes and certificates, are strictly confidential. Client shall restrict access to such devices to specifically authorised individuals and shall maintain proper access management practices, including the use of strong passwords. XiltriX may modify or replace security devices at any time. XiltriX is not liable for any loss or expense resulting from the use or misuse of such devices, unless the misuse is the direct result of wilful misconduct or deliberate recklessness by XiltriX's own management.

Article 24. Security responsibilities

- 24.1 Where security testing (including Threat Led Penetration Tests (TLPTs) concerns software, equipment or infrastructure not supplied by XiltriX, Client warrants that all required licences and approvals have been obtained. XiltriX is not liable for any damage arising from such testing, and Client shall defend and indemnify XiltriX against any claims in connection therewith.
- 24.2 Client bears sole responsibility for assessing whether XiltriX's products and services are appropriate and proportionate for its own security risk profile, and for implementing the technical and organisational measures required to comply with the security legislation applicable to Client and to adequately protect the rights of data subjects. Client shall independently secure its own systems and infrastructure and maintain sufficient backups. Where Client considers XiltriX's security measures insufficient to meet its minimum legal requirements, Client shall notify XiltriX in writing with full particulars, and Article 20.3 of these Terms applies accordingly.
- 24.3 Client shall promptly report to XiltriX or the relevant manufacturer any incidents, suspected security breaches, vulnerabilities or security gaps it becomes aware of. Where a vulnerability concerns a product for which XiltriX is not the manufacturer and no manufacturer contact details have been provided, Client may route the report through XiltriX's standard channels for onward transmission. Client shall also make available to its own users any information received from XiltriX regarding vulnerabilities, incidents, risk mitigation and corrective actions, to the extent necessary.

Article 25. Security measures and updates

- 25.1 XiltriX may at all times implement, adjust or replace technical and organisational measures to protect the products and services accessible to Client, and to monitor compliance with agreed restrictions on content, duration of use rights or intended purpose. Where such adjustments are necessary to maintain an appropriate security level in response to legislative changes or evolving circumstances, XiltriX shall record material changes and notify Client as appropriate.
- 25.2 XiltriX and competent authorities may issue instructions to Client relating to security updates or configuration changes, with the aim of preventing or limiting the impact of security incidents. If Client fails to comply with such instructions in a timely manner, XiltriX accepts no liability for resulting damage, and Client shall indemnify XiltriX accordingly.
- 24.3 Client shall not remove, disable or circumvent any security measures, technical provisions or protective mechanisms, whether directly or through a third party, and shall not attempt to exploit vulnerabilities or weaknesses in XiltriX's technical infrastructure. Client may request additional security measures in writing; XiltriX is not obliged to implement such requests unless agreed in writing, and may charge its applicable rates for any agreed security updates or modifications.

Article 26. Backups

- 26.1** XiltriX creates backups of Client's data stored on XiltriX-managed infrastructure only where this is expressly included in the Agreement or any other express written service description. Where applicable, backups are made in accordance with agreed intervals or, absent such agreement, at least once per week, and are retained for XiltriX's standard retention period unless otherwise agreed. XiltriX stores backups with due care. Data segmentation or similar mechanisms enabling individual client-level restoration are available only where expressly agreed in writing, at XiltriX's applicable rates. XiltriX is not obliged to restore corrupted or lost data other than by reinstating the most recent available backup; where no data segmentation has been agreed, client-specific restoration may not be possible.
- 26.2** Where XiltriX provides Client with the technical means to create its own backups, Client is responsible for doing so with sufficient frequency. Following termination of the Agreement, Client remains solely responsible for complying with all applicable legal data retention and administration obligations.

Chapter 5. Data sharing, monitoring data and exit

This chapter applies where the Data Act governs the relationship between the parties, including where XiltriX supplies connected products and related services, such as Internet of Things (IoT) devices, or provides data processing services, including services delivered as SaaS, IaaS or PaaS (cloud services). The chapter sets out the rights and obligations of each party in connection with data sharing requests relating to such products and services.

Article 27. Data sharing requests

- 27.1** In the absence of specific written arrangements regarding access to data, Client may submit a data sharing request to XiltriX through XiltriX's standard channels. XiltriX processes only requests submitted in writing with sufficient particularity, and is entitled to verify whether the request has been submitted on a lawful basis and the extent to which XiltriX is obliged to comply. Client shall, upon request, provide all information necessary to assess the legitimacy and scope of the request. Where XiltriX does not itself have access to the relevant data, it shall, where possible, assist Client in identifying the appropriate party.
- 27.2** Data that XiltriX is required to make available under the Data Act shall be provided in a commonly used, machine-readable format. XiltriX is not obliged to implement such data at the data recipient's end. XiltriX may, to the extent permitted by law, charge Client and/or the data recipient transfer costs, data extraction costs and a reasonable fee for making the data available, as well as its applicable rates for any additional services in connection with the request. Client shall ensure that it and any data recipient or third party involved comply promptly with any requests from XiltriX within the scope of Article 11 of the Data Act.

Article 28. Data sharing in the event of connected products and related services (IoT)

- 28.1** In response to a data sharing request relating to connected products and related services, XiltriX is obliged to provide only the readily available data concerning the performance, use and environment of those products and/or services, together with relevant metadata where necessary. Such data does not in any case include information derived or generated from that data, nor content-related data. XiltriX is exempt from this obligation where it qualifies as a small business within the meaning of Article 7 of the Data Act, or where Client already has direct access to the data.
- 28.2** In accordance with Articles 4 and 5 of the Data Act, XiltriX may impose conditions on the availability, use or onward sharing of data referred to in this article, in particular where sharing could compromise the security of the connected product or service or affects trade secrets. Client shall ensure that data passed to a third party is not shared further. Client may not use such data to develop or commission a competing product or service, or to obtain insight into the economic position, assets or production methods of the manufacturer or XiltriX.

Article 29. Data sharing upon exit or parallel use (cloud services)

- 29.1** In response to a data sharing request for data processing services, XiltriX shall make available at least the exportable data, excluding internal data that poses a risk of trade secret disclosure or that is protected by intellectual property rights. XiltriX is not obliged to make data available for testing or evaluation purposes.
- 29.2** A data sharing request for data processing services must specify:
- a. the data processing service(s) concerned;
 - b. whether Client wishes to switch and/or exit (with data deletion), or to continue using XiltriX's services in parallel; and
 - c. the identity and contact details of the receiving party or parties.
- 29.3** Where Client fails to specify the intended form of the request within the notice period, XiltriX may treat it as a request for data deletion and exit.
- 29.4** The transition period commences no later than two months after receipt of the request and has a maximum duration of 30 days. Where technically infeasible, XiltriX may notify Client within 14 working days of an alternative transition period not exceeding seven months. Client may request a single written extension, with reasons, for a reasonable additional period. During the transition period, XiltriX shall use its best efforts to execute the data sharing request, maintain business continuity, continue performing under the Agreement and preserve the agreed security level or an equivalent. In the case of a switch, XiltriX shall also provide reasonable assistance and information regarding known risks to service continuity.

- 29.5 Where XiltriX provides customised services, it is not obliged to ensure functional equivalence with the new data processing service, nor to guarantee compatibility with open interoperability specifications or harmonised standards. XiltriX may charge its applicable rates for executing the data sharing request in such cases.

Article 30. Exit: termination of data processing services

- 30.1 Where a data sharing request also constitutes a notice of exit, and notwithstanding Article 12 of these Terms, the Agreement is terminated early for the affected data processing service(s) once the transition period has concluded, and the switch has been completed successfully. Where Client does not wish to switch, the Agreement terminates two months after receipt of the exit request. The Agreement remains in force for any other products and services unless Client expressly terminates those as well in accordance with the applicable termination provisions.
- 30.2 Following the end of the transition period, Client may retrieve its data during XiltriX's applicable retrieval period, which shall be at least 30 days. After that period has expired and the transfer has been completed, XiltriX shall, where possible, irreversibly delete or render inaccessible Client's exportable data and digital assets, unless a statutory retention obligation requires otherwise.
- 30.3 In the event of early termination and exit as meant in this article, XiltriX reserves the right to invoice the fees it would have been entitled to charge through the originally agreed end date, as compensation for early termination.

Article 31. Monitoring data ownership and retention

- 31.1 XiltriX holds the rights to monitoring data collected through the services provided under the Agreement. XiltriX may use such data to deliver and improve its services and, in aggregated and anonymised form, for analytical and commercial purposes, including but not limited to benchmarking, product development and the creation and sale of derived insights, reports and add-on services. The rights of XiltriX to use monitoring data in the manner described in this Article 31 are perpetual and will survive the expiry or termination of the Agreement. Monitoring data (in non-anonymised form) is retained for the period and in the format specified per offer, in line with Client's applicable audit requirements.
- 31.2 Monitoring data is retained for the period and in the format stated per offer and/or Agreement, aligned with Client's audit needs.
- 31.3 Client may access and export its monitoring data during the agreement and at exit, as set out in the data sharing and exit articles of these Terms.

Chapter 6. Artificial Intelligence (AI) and Software-as-a-Service (SaaS)

This chapter applies where XiltriX provides products or services in the field of artificial intelligence (AI) or makes functionality available remotely as Software-as-a-Service (SaaS). The AI provisions apply whenever AI is involved, irrespective of the delivery model. The SaaS provisions apply whenever functionality is delivered remotely, irrespective of whether AI is also involved.

Article 32. Artificial Intelligence (AI)

- 32.1 Where XiltriX provides an AI application, Client shall use it solely for the purpose intended by XiltriX and in accordance with any applicable instructions for use. Where Client's use causes the AI application to qualify as a high-risk AI system, the obligations of Article 25(2) of the AI Act cease to apply. XiltriX may at any time take corrective action, including withdrawing, deactivating or recalling the AI application, if it no longer meets its intended purpose or if Client's conduct causes Client to be regarded as the provider of the AI application under applicable law. In either case, XiltriX is not obliged to pay any compensation.
- 32.2 Client acknowledges that AI involves a dynamic, self-learning technology whose outputs and conclusions evolve continuously. Results may vary depending on input and context; AI may exhibit adaptability and "model drift" and produce different outcomes upon repeated application, even after deployment. XiltriX therefore makes no warranty that the AI application will be effective or accurate under all circumstances or at all times.
- 32.3 Client is not permitted to affix its own name or brand to the AI application or make substantive modifications to it, unless expressly agreed otherwise in writing. Client may not use or integrate XiltriX's AI products and services into other AI applications without XiltriX's prior written consent; XiltriX may charge its applicable rates for any consequential arrangements, which shall not in any case affect XiltriX's intellectual property rights, confidential business information or trade secrets.
- 32.4 Where XiltriX has deployed a monitoring system, XiltriX is entitled to access information within the AI application for monitoring purposes; Client shall cooperate by granting the necessary access. Upon becoming aware of a serious incident or of a risk of the kind referred to in Article 79 of the AI Act, Client shall immediately notify the provider or XiltriX. Client shall only report directly to the competent authorities if it can demonstrate that the provider was unreachable within the applicable reporting period.
- 32.5 Client shall ensure that the use of AI is subject to adequate human oversight and that its staff and other users of the AI application maintain a sufficient level of AI literacy. Where AI is made available in conjunction with other delivery models, the applicable provisions of the other chapters of these Terms apply cumulatively.

Article 33. SaaS implementation

- 33.1 For the purposes of these Terms, SaaS means the provision by XiltriX of functionality to Client remotely via the internet or another data network, without supplying a physical carrier or downloadable version of the underlying software. This functionality may incorporate AI or elements thereof.
- 33.2 Client may use the SaaS solely within its own organisation and only to the extent consistent with XiltriX's intended purpose; Client may not make the SaaS available to third parties. XiltriX is not obliged to provide Client with a physical carrier or download of the underlying software.
- 33.3 XiltriX may modify the scope or content of the SaaS at any time and may do so by means of a new or updated version of the underlying software; it is not obliged to retain specific features or functionalities for Client's benefit. Where a modification is substantive and materially changes Client's existing workflows, XiltriX shall notify Client as promptly as practicable and any resulting costs are borne by Client. Where such costs are significant, Client may terminate the Agreement by written notice (opzeggen) with effect from the date the modification takes effect, unless the modification results from legislative change or a public authority instruction, or the costs are borne by XiltriX.
- 33.4 XiltriX may temporarily suspend all or part of the SaaS for maintenance or other service purposes and shall keep any such suspension as brief as possible, preferably scheduling it during periods of low usage. Where no specific arrangements have been made, Client is responsible for configuring, parameterising, tuning and maintaining the SaaS environment, converting and uploading data, making backups and keeping its infrastructure, hardware, software and operating environment up to date.

Article 34. SaaS warranties and continuity

- 34.1** XiltriX does not warrant that the SaaS is error-free or will operate without interruption. Where Client provides a detailed written description of an error in software developed by XiltriX itself, XiltriX shall use its best efforts to remedy that error within a reasonable period; XiltriX may defer remediation until the next scheduled software release. XiltriX does not undertake to remedy errors in third-party software. XiltriX may implement temporary workarounds, bypasses or functional restrictions. Remediation of errors in SaaS developed at Client's specific instruction may be invoiced at XiltriX's applicable rates. XiltriX is not obliged to remedy imperfections other than those described in this article, though it may do so at its applicable rates.
- 34.2** On the basis of information provided by XiltriX regarding known risks of malfunctions, errors, data loss or other incidents, Client shall assess and document the risks to its own organisation and implement any additional measures it deems necessary. Where Client faces high dependency or continuity risk, XiltriX is prepared, upon request and subject to conditions to be agreed, to cooperate in risk-reduction measures such as periodic or real-time data transfers to Client or a third party. Such arrangements are not included in the standard service. XiltriX is not obliged to restore corrupted or lost data other than by reinstating the most recent available backup; client-specific restoration may not be possible in the absence of agreed data segmentation.

Article 35. Additional hosting services and stipulations

- 35.1** XiltriX shall make the SaaS, and where applicable, support, available within a reasonable period following entry into the Agreement. Unless otherwise agreed, the service commences upon XiltriX providing access credentials. Client shall ensure it has the necessary technical facilities in place from the outset. The fee for the SaaS is set out in the Agreement. In the absence of an agreed payment schedule, charges are payable monthly in advance per calendar month.
- 35.2** The following provisions of these Terms apply equally to the SaaS, with "software" to be read as "SaaS" and "delivery" as "start of the service": Articles 36.2, 36.4, 38.1 (excluding the reference to Article 41), 43.2, 44.1 and 44.2.
- 35.3** XiltriX shall perform and deliver any (other) hosting services in so far as applicable as specified in the Agreement with the Client.
- 35.4** Where the Agreement covers the provision of infrastructure or storage capacity, Client may not exceed the agreed limits unless the Agreement expressly addresses the consequences of doing so. Infrastructure or storage capacity reserved exclusively for Client applies only where expressly agreed in writing. All use of infrastructure, disk space, data traffic and system resources is subject to the agreed maximum thresholds. Unused capacity or data traffic in any given period lapses and may not be carried forward. Where agreed limits are exceeded, XiltriX may charge Client for the excess at its applicable rates.
- 35.4** Client bears sole responsibility for the management, configuration and use of the hosting service and for the manner in which its outputs are applied. Unless otherwise agreed, Client is responsible for installing, configuring, parameterising, tuning and updating all required software and ancillary software, converting and uploading data, maintaining backups, keeping infrastructure, hardware and the operating environment current, and realising the interoperability it requires; XiltriX is under no obligation to perform data conversion. Additional services such as backups, security provisions, redundancy and recovery facilities are included only where expressly agreed in writing.
- 35.5** XiltriX may temporarily take all or part of the hosting service offline for maintenance or system updates. Where practicable, this will occur outside standard business hours with reasonable advance notice to Client.

Chapter 7. Software

This chapter applies where XiltriX makes software, apps or AI, together with any associated data, databases and/or user documentation (collectively: "software"), available to Client for use, other than by way of SaaS.

Article 36. Licence and use restrictions

- 36.1 XiltriX grants Client a non-exclusive, non-transferable, non-pledgeable and non-sublicensable licence to use the agreed software for the term of the Agreement. The licence extends to the object code only; the source code and related technical development documentation are not made available to Client under any circumstances, including where Client's financial compensation.
- 36.2 Client shall at all times strictly observe all agreed restrictions on use, irrespective of their nature or content. XiltriX may require that Client activates the software only after receipt of the necessary access codes from XiltriX, its sub-suppliers or the software producer. Where use is agreed to be tied to specific hardware and that hardware becomes defective, Client may temporarily run the software on equivalent hardware for the duration of the defect.
- 36.3 Client may use the software exclusively within and for its own organisation, to the extent required for the purpose intended by XiltriX or its licensor. Client may not use the software for the benefit of third parties (including through SaaS or outsourcing arrangements), nor sell, lease, assign, encumber or otherwise make the software or its carriers available to third parties in any manner, nor grant any third party, online or otherwise, access to the software or host it with a third party, even where that third party would act solely in Client's interest.
- 36.4 Upon XiltriX's request, Client shall promptly cooperate in any audit of compliance with the agreed use restrictions carried out by or on behalf of XiltriX, and grant XiltriX access to its premises and systems. XiltriX shall treat as confidential all business information obtained from Client in that context, to the extent it does not relate to the software use itself.
- 36.5 The Agreement is not a sale agreement insofar as it relates to the provision of software for use. XiltriX is not obliged to maintain the software or provide support to its users or administrators. If XiltriX is nonetheless asked to do so, it may require the conclusion of a separate written agreement.

Article 37. Delivery and installation

- 37.1 XiltriX shall make the software available to Client within a reasonable period after conclusion of the Agreement, either on the agreed type of carrier, on a carrier of XiltriX's choosing, or by providing online access. Where no installation arrangements have been made, Client is responsible for installation, configuration, parameterisation, tuning, data conversion and upload, backups, and keeping the hardware and operating environment current and interoperable.

Article 38. Acceptance

- 38.1 In the absence of an agreed acceptance test, Client accepts the software "as is, where is" upon delivery or, where installation by XiltriX has been agreed, upon completion of installation, without prejudice to XiltriX's warranty obligations under Article 41.
- 38.2 Where an acceptance test has been agreed, the following provisions apply. For the purposes of these Terms, "error" means a material failure of the software to conform to the functional or technical specifications expressly communicated by XiltriX in writing or, in the case of bespoke software, expressly agreed in writing. An error exists only if Client can demonstrate and reproduce it; Client must report errors without delay. No obligation arises in respect of imperfections that do not qualify as errors under this definition.
- 38.3 The test period is fourteen days from delivery or, where installation by XiltriX has been agreed, from completion of installation. Client shall conduct the test with qualified personnel, to an adequate depth and scope, and may not use the software for production or operational purposes during the test period. Where personal data are used in testing, Client warrants that such use is lawful. Client checks that the software meets the applicable written specifications and reports any errors found to XiltriX in writing, in a clear and detailed manner, no later than the final day of the test period. XiltriX shall use its best efforts to remedy reported errors within a reasonable period and may install temporary solutions, workarounds or functional restrictions.
- 38.4 The software is deemed accepted:
 - a. on the first day after the test period where no error report has been submitted;

b. where an error report has been submitted, upon remediation of all errors listed in that report, notwithstanding any minor errors that do not prevent acceptance under article 38.5; or

c. at the moment Client puts the software into production or operational use. Acceptance discharges XiltriX of its obligations with respect to the provision, delivery and, where agreed, installation of the software, without prejudice to Client's rights regarding minor errors and the warranties in Article 41.

- 38.5** Client may not withhold acceptance on grounds unrelated to the agreed written specifications, on account of minor errors (being errors that do not materially impede productive or operational use), or on the basis of subjective considerations such as aesthetic preferences regarding the user interface. Where delivery or testing occurs in phases or parts, non-acceptance of one phase or part does not affect acceptance of earlier phases or other parts.

Article 39. Availability and fees

- 39.1** XiltriX shall make the software available within a reasonable period after the Agreement is concluded. Upon termination of the Agreement, Client shall immediately return all copies of the software in its possession to XiltriX or, where destruction has been agreed, promptly confirm in writing that all copies have been destroyed. XiltriX is not obliged to assist with any data conversion Client may wish to carry out after termination.
- 39.2** Client all pay the licence fee at the agreed time or, in absence of any agreement regarding licensing fees:
- a. where XiltriX does not install the software, upon provision of the software or, for periodic licences, upon provision and at the start of each subsequent licence period;
 - b. where XiltriX installs the software, upon completion of installation or, for periodic licences, upon completion of installation and at the start of each subsequent licence period.

Article 40. Modifications to the software

- 40.1** Except where mandatory statutory provisions provide otherwise, Client may not modify all or part of the software without XiltriX's prior written consent. XiltriX may withhold or condition such consent at its discretion. Client bears the entire risk of all modifications made, with or without XiltriX's consent, whether implemented by Client itself or by a third party on Client's instructions.
- 40.2** Client shall not, and shall ensure that its employees, contractors, and authorised users do not, directly or indirectly: decompile, disassemble, reverse engineer, or otherwise attempt to derive, reconstruct, or discover the source code, object code, underlying algorithms, data structures, architecture, or any other trade secrets embodied in or related to the software or any part thereof.
- 40.3** To the extent that mandatory applicable law permits Client to perform acts of decompilation or code reproduction for the sole purpose of achieving interoperability, Client shall, before undertaking any such acts, notify XiltriX in writing and provide XiltriX with a reasonable opportunity to supply the interoperability information required. Client may only proceed with such acts if XiltriX fails to provide the requested information within a reasonable time, and strictly within the limits and conditions of the applicable mandatory statutory exception. Any information obtained shall be used solely for the purpose of achieving the intended interoperability and shall not be disclosed to third parties or used for any other purpose.

Article 41. Warranties

- 41.1** XiltriX shall use its reasonable endeavours to remedy errors within a reasonable period, provided Client reports the error in detail and in writing within three months of delivery or, where an acceptance test was agreed, within three months of acceptance. XiltriX does not warrant that the software is fit for any particular purpose or will operate free of malfunctions, nor that all errors will be remedied. Remediation is carried out free of charge, except where the software was developed on Client's specific instructions other than at a fixed price, in which case XiltriX may charge its applicable rates.
- 41.2** XiltriX may charge its applicable rates for remediation where errors result from incorrect use by Client, failure to use the software properly, or causes not attributable to XiltriX. The warranty obligation ceases if Client modifies the software, or causes it to be modified, without XiltriX's prior written consent. Remediation takes place at a location and in a manner determined by XiltriX. XiltriX may install temporary solutions, workarounds or functional restrictions. XiltriX is not obliged to restore corrupted or lost data other than by reinstating the most recent available backup. Client-specific restoration may not

be possible in the absence of agreed data segmentation. No warranty obligation applies to errors reported after the expiry of the three-month period referred to in article 41.1.

Chapter 8. Maintenance of software and support

This chapter applies where XiltriX provides software maintenance and support services in connection with software used by Client.

Article 42. Maintenance services

- 42.1 Where agreed, XiltriX shall perform maintenance services for the software specified in the Agreement. The maintenance obligation covers the remediation of errors within the meaning of Article 38.2 and, where the parties have expressly agreed so in writing, the making available of new versions in accordance with Article 43.
- 42.2 Client shall report any errors discovered in the software with as much detail as possible. Following receipt of a report, XiltriX shall use its best efforts to remedy the errors and/or incorporate corrections in a future release, in accordance with its standard procedures. Depending on the urgency and XiltriX's versioning and release policy, XiltriX makes the results available in a form and within a timeframe of its own choosing. XiltriX may install temporary solutions, workarounds or functional restrictions. XiltriX is not obliged to address imperfections other than referred to in this article, and if XiltriX elects to do so, it may charge its applicable rates. The provisions of Article 41.2 apply mutatis mutandis.
- 42.3 Where XiltriX performs maintenance remotely, Client shall ensure that a properly secured infrastructure and adequate network facilities are in place in good time. Client shall render all assistance XiltriX reasonably requires, including temporarily suspending use of the software and creating a backup of all data.
- 42.4 Where maintenance concerns software not originally supplied by XiltriX, and XiltriX considers access to the source code or technical documentation necessary, Client shall make available the source code and all relevant documentation (including data models, designs and change logs) and warrants it is entitled to do so. Client hereby grants XiltriX the right to use and modify such software, including its source code and documentation, to the extent required to perform the agreed maintenance services.

Article 43. New versions

- 43.1 Making new versions of the software available forms part of the maintenance obligation only where the parties have agreed so in writing or where mandatory law so requires, in which case XiltriX makes new versions available at its own discretion and timing. Three months after making an updated version available, XiltriX is no longer obliged to remedy errors in or provide support or maintenance for the preceding version, unless mandatory law provides otherwise.
- 43.2 XiltriX may require Client to enter into a separate written agreement and make an additional payment for a version with new functionality. XiltriX may carry forward functionality from a prior version without modification but does not warrant that any new version will contain all functionality of the previous version, nor is XiltriX obliged to develop, retain or add specific features for Client's benefit. XiltriX may require Client to adapt its systems (hardware, browser, software and the like) to ensure compatibility with a new version.

Article 44. Support services

- 44.1 Where the Agreement includes support services for users and/or administrators of the software, XiltriX shall provide advice, absent contrary written arrangements, via online channels, telephone or email, on the use and operation of the software. Before submitting a support request, Client shall consult XiltriX's documentation to determine whether the issue can be resolved without assistance. Support requests must be specified as fully and precisely as possible. XiltriX may impose conditions on the manner in which support is requested and, on the qualifications, and number of eligible contacts. In absence of any related written agreement, XiltriX shall handle substantiated support requests within a reasonable period and in accordance with its standard procedures. XiltriX does not warrant the accuracy, completeness or timeliness of its responses. Support is provided on working days during XiltriX's standard business hours.
- 44.2 Where the Agreement includes standby services, XiltriX shall ensure that designated staff are available on the days and at the times specified. In urgent situations, Client may call on standby staff for serious errors, malfunctions or other serious imperfections; XiltriX does not warrant that these will be promptly resolved.
- 44.3 Maintenance and other services under this chapter commence on the date the Agreement is entered into, unless parties have agreed otherwise in writing.

Article 43. Payment

- 43.1** The fees for maintenance and other services set out in the Agreement are due from the date of entry into the Agreement and are payable in advance per calendar month where no other payment schedule has been agreed. Payment is due regardless of whether Client has placed the software into use or actually makes use of the maintenance or support services.

Chapter 9. Advisory services

This chapter applies where XiltriX provides advisory, consultancy, contracting, project-based or interim services that are performed independently and not under Client's direction or supervision.

Article 45. Performance of advisory services

- 45.1 XiltriX carries out advisory assignments fully independently, exercising its own professional judgment and without being subject to Client's supervision or instructions. XiltriX performs its services on its standard working days and during its standard business hours.
- 45.2 XiltriX does not commit to a specific completion date for an advisory assignment, as the duration of such assignments depends on factors outside XiltriX's sole control, including the quality and timeliness of data and information supplied by Client and the degree of cooperation provided by Client and relevant third parties.
- 45.3 Any use Client makes of an advisory report or recommendation prepared by XiltriX is entirely at Client's own risk. The burden of demonstrating that the advisory services, or the manner in which they were performed, deviate from what the parties agreed in writing or from what could reasonably be expected of a competent professional adviser, rests with Client, without prejudice to XiltriX's right to adduce evidence to the contrary by any lawful means. Client may not disclose XiltriX's working methods, methodologies, techniques or the substance of any recommendations or reports to any third party without XiltriX's prior written consent, nor may Client provide such reports or recommendations to third parties or otherwise make them public.

Article 46. Reporting

- 46.1 XiltriX shall keep Client informed of the progress of the advisory services at agreed intervals and in the agreed manner. Client shall proactively notify XiltriX in writing of all circumstances that are or may be relevant to XiltriX's work, including the preferred format and frequency of reporting, the topics to be addressed, Client's priorities, the availability of Client's resources and personnel, and any specific or unusual facts or circumstances of which XiltriX may not be aware. Client shall ensure that information and recommendations provided by XiltriX are properly distributed within its organisation, that they are given due consideration, and that Client's assessment thereof is communicated back to XiltriX.

Chapter 10. Training courses

This chapter applies where XiltriX provides training services in any form, including courses, workshops, training sessions, webinars, e-learning and seminars (collectively: "training courses").

Article 47. Registration and cancellation

- 47.1 Registration for a training course must be submitted in writing and becomes binding upon written confirmation by XiltriX. Client is responsible for selecting a training course appropriate for its participants. A participant's insufficient prior knowledge does not affect Client's obligations under the Agreement. Client may substitute a registered participant with another only with XiltriX's prior written consent.
- 47.2 XiltriX reserves the right to cancel a training course, merge it with another course, reschedule it, change its location, or modify its organisational structure or content, if XiltriX considers the number of registrations or other circumstances to warrant this. Where Client or a participant wishes to cancel, cancellation must be made in writing before the relevant training course or session commences. The consequences of cancellation are governed by XiltriX's then-applicable cancellation policy. Cancellation or non-attendance does not release Client from its payment obligations under the Agreement.

Article 48. Delivery of training courses

- 48.1 XiltriX determines the content and scope of the training course. Client shall inform participants of all obligations under the Agreement and of XiltriX's applicable participation rules and codes of conduct, and shall ensure that participants comply with them.
- 48.2 XiltriX does not warrant that any hardware or software it uses in a training course is error-free or will operate without interruption. Where a training course takes place on Client's premises, Client shall provide a suitable venue with properly functioning hardware and software; if the facilities prove inadequate, XiltriX is entitled to decline to commence, shorten or discontinue the training course. Unless expressly agreed otherwise, the Agreement does not include the administration of exams or tests. Documentation, training materials, resources and any certificates or duplicate certificates are charged to Client separately. Where a training course is delivered as e-learning, the provisions of Chapter 7 of these Terms (SaaS) apply mutatis mutandis to the extent possible.

Article 49. Price and payment

- 49.1 XiltriX may require payment of all fees in full before the training course commences and may exclude participants from attending if Client fails to pay on time, without prejudice to any other rights XiltriX may have. Where XiltriX has conducted a preliminary study or issued training recommendations prior to the Agreement, XiltriX may charge for those activities separately.
- 49.2 If XiltriX has carried out a preliminary study to make a training course plan or has given training course recommendations, XiltriX may separately charge client for any costs involved.
- 49.3 Unless XiltriX has expressly indicated that the training course is exempt from VAT within the meaning of Article 11 of the Dutch Turnover Tax Act 1968 (Wet op de omzetbelasting 1968), VAT is charged on top of the applicable fee. XiltriX is entitled to adjust its prices after entry into the Agreement in the event of changes to the VAT treatment of training courses under applicable legislation.

Chapter 11. Hardware purchases

This chapter applies where XiltriX sells hardware of any nature and/or other goods (tangible objects) to Client.

Article 50. Purchase and sale

- 50.1** XiltriX sells the hardware and/or goods of the nature and in the quantities agreed upon in writing. XiltriX does not warrant that the hardware and/or goods are fit for Client's actual or intended purpose unless Client has specified those purposes unambiguously in the written Agreement, nor does XiltriX warrant that assembly, installation or operating instructions supplied with the hardware and/or goods are error-free or that the hardware and/or goods possess the properties described therein.
- 50.2** Unless expressly agreed otherwise, XiltriX's sale obligation does not extend to the assembly or installation of materials, software, consumables, batteries, labels, ink or toner cartridges, cables or accessories.

Article 51. Delivery and installation

- 51.1** XiltriX delivers the hardware and/or goods sold to Client EXW XiltriX' premises Incoterms®2020. Where the parties have agreed in writing to delivery at a specific location, XiltriX or its contracted carrier shall deliver to the designated location and shall, where possible, inform Client of the expected delivery time in advance. Delivery in partial instalments is permitted. Transportation, insurance, lifting, hauling, temporary equipment hire and similar costs are for Client's account unless expressly included in the purchase price.
- 51.2** Where Client requests the removal or disposal of old materials, such as cabling, cabinets, cable trays, packaging, hardware or data stored on hardware, or where XiltriX is legally required to do so, XiltriX may accept the request on the basis of a written instruction and may charge its applicable rates to the extent permitted by law.
- 51.3** XiltriX is only responsible for installing, configuring, calibrating, connecting and validating hardware and/or goods where this is expressly agreed in writing. Unless otherwise agreed, any such installation obligation excludes data conversion and software installation, and XiltriX is not responsible for obtaining any required software licences.

Article 52. Test setup and hardware environment

- 52.1** XiltriX is only obliged to provide a test setup where the parties have expressly agreed so in writing. A test setup consists of making the standard version of the hardware, excluding accessories, temporarily available on approval in a space provided by Client, prior to Client's purchase decision. XiltriX may attach financial and other conditions to a test setup. Client is liable for any use, damage, theft or loss of hardware forming part of a test setup.
- 52.1** Client shall ensure that its environment meets the requirements specified by XiltriX for the hardware and/or goods, including temperature, humidity and technical requirements, and shall ensure that any third-party work required to meet those requirements (such as construction or installation work) is carried out properly and on schedule.

Article 53. Warranties

- 53.1** XiltriX shall use its best efforts to remedy material defects and manufacturing defects in the hardware and/or goods sold, including defective parts supplied by XiltriX under the warranty, free of charge and within a reasonable period, provided Client reports the defect to XiltriX in detail and in writing within three months after delivery. Where XiltriX reasonably determines that repair is not possible, would take too long, or would involve disproportionate cost, XiltriX may instead replace the hardware and/or goods free of charge with similar, though not necessarily identical, hardware and/or goods. Replaced parts become XiltriX's property. Data conversion required as a result of any repair or replacement is not covered by the warranty. The warranty does not apply where defects are caused in whole or in part by improper, negligent or incompetent use, by external causes (such as fire or water damage), or by modifications made to the hardware by Client or a third party on Client's instructions without XiltriX's prior written consent, which consent XiltriX shall not withhold on unreasonable grounds.
- 53.2** Client's sole remedy in respect of non-conformity of the hardware and/or goods is as set out in this article. XiltriX may charge its applicable rates for any repair or service work performed outside the scope

of the warranty. No warranty obligation applies in respect of defects reported after expiry of the warranty period specified in the offer.

53.3

Where a warranty claim is accepted, XiltriX shall carry out the repairs, replacements or refunds of the affected component at its own discretion, if applicable within the turnaround stated in the Agreement.

Chapter 12. Leasing hardware

This chapter applies where XiltriX leases (and not sells) hardware, whether or not on a subscription basis, of any nature to client.

Article 54. Leasing scope

- 54.1 XiltriX leases XiltriX leases to Client the hardware and associated user documentation specified in the (lease) Agreement. The lease does not include separate software or consumables required to operate the hardware, such as batteries, cables and accessories. The lease commences on the date XiltriX makes the hardware available to Client.

Article 55. Condition upon delivery

- 55.1 Prior to or upon making the hardware available, XiltriX may inspect the hardware in Client's presence and draw up a condition report describing the state of the hardware and any defects observed. XiltriX may require Client to sign the report before taking possession. Defects listed in the report are for XiltriX's account; the parties shall agree whether and how such defects will be remedied.
- 55.2 If client fails to cooperate in the inspection, XiltriX is entitled to conduct the inspection without Client and to draw up the report unilaterally, which report shall be binding on Client. Where no inspection is carried out, Client is deemed to have received the hardware in good and undamaged condition.

Article 56. Use of the leased hardware

- 56.1 Client shall use the hardware exclusively for its intended purpose, at the agreed premises and solely within its own organisation. The right to use the hardware is personal and non-transferable. Client may not make the hardware available to third parties, sub-lease it, or permit third parties to use it jointly with Client.
- 56.2 Client is responsible for the installation, assembly and commissioning of the hardware.
- 56.3 Client may not encumber the hardware or any part of it as security or collateral in any form, nor otherwise dispose of it. Client shall handle and maintain the hardware with due care and shall take adequate precautions against damage. Client shall notify XiltriX promptly of any damage. For the full term of the lease, Client is liable to XiltriX for all damage to, and theft, loss or misappropriation of, the hardware. Insuring this risk is Client's own responsibility.
- 56.3 Client may not modify or add to the hardware, in whole or in part, without XiltriX's prior written consent. If Client nevertheless makes modifications or additions, Client shall reverse or remove them no later than upon expiry of the lease. Defects resulting from modifications or additions made by or on Client's instructions, and any damage to the hardware caused thereby, are not considered defects within the meaning of Article 7:204 of the Dutch Civil Code (Burgerlijk Wetboek). Client has no claim against XiltriX in respect of such defects and XiltriX is under no obligation to repair them. Client is not entitled to any compensation for modifications or additions that have not been reversed or removed upon or after termination of the lease. Where the modification or addition remains in place at termination, Client is deemed to have irrevocably waived all rights thereto.
- 56.4 Client shall promptly notify XiltriX in writing if the hardware becomes subject to an attachment, stating the identity of the attaching party and the grounds for attachment, and shall allow the executing bailiff to inspect the lease agreement without delay.

Article 57. Maintenance of the leased hardware

- 57.1 Client may not carry out maintenance on the leased hardware itself or engage a third party to do so. Client shall immediately notify XiltriX in writing of any defect it observes. XiltriX shall use its best efforts to remedy defects attributable to XiltriX by means of corrective maintenance within a reasonable period. XiltriX may also carry out preventive maintenance but is not obliged to do so. If requested, Client shall provide XiltriX with the necessary access. Dates and times for maintenance are agreed in advance by mutual consultation. Client is not entitled to replacement hardware during maintenance periods.
- 57.2 XiltriX's obligation to repair leased hardware does not extend to defects that:
- Client accepted upon entering into the (lease) Agreement;
 - arise from external causes;
 - are attributable to Client, its staff or third parties engaged by Client;

- d. result from careless, incorrect or incompetent use or use contrary to the documentation;
- e. relate to the use of parts or consumables not recommended or authorised by XiltriX;
- f. arise from use of the hardware contrary to its intended purpose; or (g) are caused by unauthorised modifications or additions

57.3 Where XiltriX repairs excluded defects at Client's request, it may charge its applicable rates. XiltriX may at all times elect to replace defective hardware with comparable, though not necessarily identical, hardware rather than effect a repair. XiltriX is not obliged to recover lost data other than by reinstating the most recent available backup; client-specific recovery may not be possible in the absence of agreed data segmentation.

Article 58. Final inspection and return of leased hardware

58.1 Upon expiry of the lease, Client shall return the hardware to XiltriX in its original condition at Client's expense. No later than the last working day of the lease term, the parties shall jointly conduct a final inspection and sign a condition report recording their findings. If Client fails to cooperate, XiltriX is entitled to conduct the inspection and draw up the report unilaterally; that report is binding on Client.

58.2 XiltriX is entitled to have any defects identified in the final inspection report that are reasonably attributable to Client repaired at Client's expense. Client is liable for any loss XiltriX suffers as a result of the hardware being temporarily unavailable or not leasable to a third party. Any modification or addition made by Client that has not been reversed or removed at the end of the lease term is deemed to have been irrevocably abandoned by Client.

Chapter 13. Maintenance and installation of hardware

This chapter applies where parties have agreed that XiltriX maintains, installs and/or calibrates hardware, of whatever nature, for Client. For hardware located outside the Netherlands, maintenance and on-site service are performed by the local affiliate of XiltriX or a local partner, based on the international provisions as set out in Article 16 of these Terms.

Article 59. Maintenance services

- 59.1** XiltriX shall perform maintenance services for the hardware specified in the Agreement. In absence of any written agreement regarding maintenance, XiltriX shall use its best efforts to remedy malfunctions reported by Client in writing within a reasonable period. XiltriX may also carry out preventive maintenance but is not obliged to do so. Client is not entitled to replacement hardware during maintenance.
- 59.2** For the purposes of this chapter, "malfunction" means a failure of the hardware to conform to the specifications expressly communicated by XiltriX in writing, or a failure to operate free of non-conformities. Client must be able to demonstrate and reproduce the malfunction.
- 59.3** Upon becoming aware of a malfunction, Client shall notify XiltriX immediately with a clear description. Client shall provide all assistance XiltriX requires, including temporarily suspending use of the hardware, ensure XiltriX's personnel or contractors have access to the hardware location, and render all further cooperation needed. Before making hardware available for maintenance, Client shall ensure that a complete and properly functioning backup of all software and data on the hardware has been made. At XiltriX's request, a qualified Client employee shall be present during maintenance to answer questions.
- 59.4** Client may connect third-party hardware and systems to the hardware supplied by XiltriX and install software on it. Where XiltriX determines that connectivity with other hardware or software must be tested in the course of maintenance, Client shall make that hardware, software, test procedures and data carriers available. Client shall supply any testing materials required for maintenance that fall outside XiltriX's standard hardware range.
- 59.5** Client bears the risk of loss, theft and damage to hardware while it is in XiltriX's possession. Insuring against this risk is Client's own responsibility.

Article 60. Maintenance fees

- 60.1** The following items are included in the maintenance fee only where expressly agreed:
- a. costs for consumables and their replacement, such as batteries cables and accessories;
 - b. costs for replacement of parts, and maintenance to remedy malfunctions caused in whole or in part by third-party repair attempts;
 - c. adjustments to the hardware;
 - d. relocation, reinstallation or transportation of hardware for repair.
- 60.2** The maintenance fee is payable regardless of whether Client has placed the hardware into use or makes actual use of the maintenance services.

Article 61. Exclusions

- 61.1** Work performed to diagnose or resolve hardware faults is outside the scope of any agreed upon maintenance services are not covered by the Agreement, if those faults originate from: user errors; improper or incorrect operation of the hardware; or circumstances beyond XiltriX's control, including disruptions to internet connectivity, network infrastructure, power supply, or integrations with hardware, software or materials not covered by the Agreement.
- 61.2** The following categories of fault are likewise excluded from XiltriX's maintenance obligations, unless the parties have agreed otherwise in writing:
- a. faults traceable to changes made to the hardware by anyone other than XiltriX or a party acting on XiltriX's behalf;
 - b. faults resulting from operation of the hardware contrary to the agreed conditions of use, or from Client's failure to arrange timely maintenance;
 - c. faults connected to software that has been loaded onto the hardware.
- 61.3** Where XiltriX carries out diagnostic or remediation work in connection with a fault falling under Article 61.1 or 61.2, XiltriX may invoice that work at its standard applicable rates.

- 61.4 XiltriX's obligation to recover data is limited to restoring the most recent available backup of the affected data, to the extent technically feasible. Where no data segmentation or equivalent segregation mechanism has been agreed between the parties, a recovery specific to Client's data set may not be achievable.

Article 62. Installation, calibration and validation

- 62.1 The scope of installation, calibration and validation services provided by XiltriX to and Client's site obligations (access, facilities, power and network readiness) are set out per offer and explicitly agreed upon in the Agreement.
- 62.2 Where calibration is included, XiltriX specifies the calibration interval, and the traceability standard applied in the Agreement and also provides a certificate for each calibration performed.
- 62.3 Where mapping or validation services are included, XiltriX shall provide to Client the relevant installation qualification (IQ) and operational qualification (OQ) documentation, the applied protocols, and the acceptance criteria used.
- 62.4 Where validation services (such as audit trail or data integrity support) are included, XiltriX shall describe the scope of that support in relation to EU GMP Annex 11 and 21 CFR Part 11. Such support is intended to assist Client in maintaining its own compliance programme; it does not constitute a warranty that Client achieves regulatory compliance, and XiltriX accepts no responsibility for Client's regulatory status.