

Master Service Agreement

Ongo Agility / Commercial, service and governance terms

Version 2026–27 / Updated 8 September 2026

Important. This is a commercial contract draft prepared for Ongo Systems B.V. It should be reviewed by Dutch legal counsel before first external use. Any bracketed item must be completed or confirmed before the Agreement is used.

This Master Service Agreement (the "MSA"), together with each Order Form and each document expressly incorporated into it, including where applicable the Data Processing Agreement ("DPA"), Service Level Agreement ("SLA"), Acceptable Use Policy ("AUP"), Security Schedule and any sector-specific or regulatory addendum (together, the "Agreement"), forms a legally binding agreement between Ongo Systems B.V. ("Ongo") and the customer identified in the applicable Order Form ("Customer"). Ongo and Customer are each a "Party" and together the "Parties".

The Agreement takes effect on the Effective Date stated in the first Order Form signed or otherwise accepted by both Parties. If no separate Effective Date is stated, the Effective Date is the date on which the last Party accepts that Order Form.

BACKGROUND

A. Ongo provides Ongo Agility, a software platform designed to connect work, people, permissions, systems and AI-enabled capabilities in order to support controlled operational workflows, coordination, decision support and execution within Customer-defined authority.

B. Customer wishes to access and use the Services and, where agreed, receive implementation, configuration, integration, training or other Professional Services under the terms of the Agreement.

The Parties agree as follows:

1. ACCESS TO AND USE OF THE SERVICES

1.1 Subject to Customer's compliance with the Agreement and payment of the applicable Fees, Ongo grants Customer, during the applicable Order Term, a limited, non-exclusive, non-transferable and non-sublicensable right for Authorized Users to access and use the Services for Customer's internal business purposes and any other purpose expressly permitted in the applicable Order Form.

1.2 The Services may include, depending on the purchased scope, work management, workflow orchestration, permissions and role controls, integrations, reporting, collaboration tools, AI-enabled assistance, automation, agents or agentic functionality, and related administrative capabilities. The specific functionality, environments, integrations, deployment arrangements and service boundaries are those described in the applicable Order Form or Documentation.

1.3 Customer is responsible for activity conducted through its Account, for maintaining accurate Account information and for managing its Authorized Users. Customer shall protect credentials, tokens, access keys and other authentication information and shall promptly notify Ongo of suspected unauthorised access or a material security incident affecting the Services.

1.4 Customer shall use the Services only in accordance with the Agreement, the AUP, the Documentation, Customer's configured permissions and applicable law. Customer shall not:

(a) copy, resell, rent, lease, sublicense or commercially distribute the Services except as expressly agreed; (b) reverse engineer, decompile, disassemble or attempt to derive source code, models, non-public prompts or

proprietary architecture except to the extent such restriction is prohibited by mandatory law; (c) interfere with the security, integrity, availability or performance of the Services or bypass technical

restrictions, permissions, approval controls or usage limits; (d) use the Services to transmit or process unlawful, harmful, infringing or unauthorised content or data; (e) use the Services in violation of applicable sanctions, export-control or trade-restriction laws; or

(f) use Ongo Confidential Information or non-public Ongo technology to build or materially assist a competing

platform or service, except to the extent prohibited by mandatory law. 1.5 Customer remains responsible for deciding which users, systems, datasets, workflows and actions may be connected to or performed through the Services. Ongo Agility is designed to operate within Customer-defined permissions, approval rules and authority. Unless an Order Form expressly states otherwise, Ongo does not assume Customer's management, statutory, professional, fiduciary or operational decision-making responsibilities.

1.6 Ongo may make preview, pilot, experimental or beta functionality available. Such functionality may be subject to additional written terms, may change or be discontinued, and is excluded from service-level commitments unless expressly stated otherwise.

1.7 Ongo may use Affiliates and subcontractors to perform parts of the Services. Ongo remains responsible for their performance to the extent required by the Agreement or applicable law. Processing of Personal Data by subprocessors is governed by the DPA.

2. THIRD-PARTY SYSTEMS, MODELS AND INTEGRATIONS

2.1 The Services may interoperate with third-party systems, software, cloud infrastructure, communications services, identity providers, AI models or model providers selected by Ongo, Customer, or both ("Third-Party Systems"). The applicable Order Form, technical design, DPA or security documentation may identify material Third-Party Systems used for a Customer deployment.

2.2 Ongo may add, replace or modify Third-Party Systems where reasonably required for security, quality, availability, legal compliance, performance or product development, provided that Ongo does not materially reduce contracted core functionality without a commercially reasonable alternative. Where a change materially affects an agreed integration, data location or deployment architecture, Ongo will provide reasonable prior notice where practicable.

2.3 Ongo is not responsible for outages, changes, discontinuation, model behaviour or other acts or omissions of Third-Party Systems outside Ongo's reasonable control. Where a Third-Party System forms part of the contracted Services, Ongo will use commercially reasonable efforts to mitigate material disruption within the service boundary Ongo has agreed to manage.

2.4 Where Customer requires a specific Customer-selected Third-Party System, Customer is responsible for maintaining the licences, accounts, permissions, credentials and contractual rights required for that system unless the Order Form states otherwise. Customer remains responsible for instructions it gives to Customer-controlled integrations, agents, APIs or MCP connections.

2.5 Ongo shall not knowingly route or disclose Customer Data to a public generative AI service. Where Customer expressly requests use of an external AI model, that model and the relevant data flow must be approved within the agreed architecture and, where applicable, the DPA or Security Schedule. Ongo shall not use Customer Data to train a general-purpose or cross-customer AI model unless Customer expressly authorises that use in writing.

2.6 Third-party terms accepted directly by Customer govern Customer's relationship with the relevant third party. They do not reduce Ongo's express obligations under the Agreement. Ongo may disable or isolate a Third-Party System where reasonably necessary to address a material security, legal, privacy or operational risk.

3. CUSTOMER RESPONSIBILITIES AND AI GOVERNANCE

3.1 Customer is responsible for: (a) the accuracy, quality, legality and integrity of Customer Data and Inputs; (b) having the rights, permissions and lawful bases required to provide and use them through the Services; (c) configuring and maintaining appropriate user permissions, approval structures and authority boundaries, together with Ongo where implementation services are included; (d) determining the suitability of Outputs for Customer's intended use; and (e) complying with laws, sector rules and internal policies applicable to Customer's business and use case.

3.2 Customer acknowledges that AI-enabled functionality may produce incomplete, inaccurate, inconsistent or unexpected results. Customer shall apply human oversight, validation and approval appropriate to the intended use, foreseeable consequences of error, applicable law, Customer policy and the relevant risk profile.

3.3 Customer is responsible for determining whether its intended use of the Services constitutes a prohibited, high-risk, high-impact or otherwise regulated use under applicable AI, employment, consumer, healthcare, financial, public-sector, cybersecurity or other law. The AUP sets out additional use restrictions and governance requirements. Ongo will provide information reasonably available to it that is necessary for Customer to assess obligations that apply to Customer's role.

3.4 Customer shall not submit or connect special categories of Personal Data, criminal-offence data, data concerning minors, regulated financial data or other specially protected data unless the relevant processing is within the agreed scope and the Parties have confirmed appropriate contractual, technical and organisational safeguards in the Order Form, DPA or other applicable schedule.

3.5 Customer shall provide timely access to personnel, systems, documentation, test data, permissions and decisions reasonably necessary for Ongo to perform implementation or Professional Services. Delays, restrictions or changes in Customer dependencies may affect delivery dates, effort, scope and Fees without constituting breach by Ongo.

3.6 Customer shall ensure that Authorized Users and persons supervising Customer-controlled AI, agents, workflows and integrations receive instructions and training appropriate to their role and use the Services within Customer's internal policies and authorisations.

3.7 Approval or inclusion of a use case, workflow or action in an Order Form confirms contractual scope only. It does not constitute legal advice, regulatory classification, certification of lawfulness or an assumption by Ongo of Customer's statutory, professional, governance or decision-making responsibilities.

4. ONGO RESPONSIBILITIES

4.1 Ongo shall provide the Services materially in accordance with the applicable Order Form, Documentation and SLA, if any, and shall perform Professional Services with reasonable skill and care consistent with generally accepted industry practice for comparable services.

4.2 Ongo shall process Customer Data only as permitted by the Agreement and, where applicable, the DPA. Ongo shall implement appropriate technical and organisational measures designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

4.3 Ongo shall maintain logging, monitoring and access-control mechanisms appropriate to the contracted deployment and shall provide available administrative controls for permissions, auditability and oversight as described in the Documentation, Order Form or Security Schedule.

4.4 Ongo will cooperate reasonably with Customer regarding information required for applicable AI governance, data protection, cybersecurity, audit or regulated outsourcing obligations, subject to confidentiality, proportionality and protection of Ongo IP and trade secrets. Material assistance beyond the standard Services or compliance materials may be charged at agreed Professional Services rates unless the need for that assistance results from Ongo's breach of the Agreement.

4.5 Ongo may update the Services to improve security, performance, quality, legal compliance or functionality. Ongo will provide reasonable notice of a change that materially and adversely affects contracted functionality. For material breaking API changes under Ongo's control, Ongo will use commercially reasonable efforts to provide at least thirty (30) days' notice and a reasonable migration period, except where an earlier change is required for security, legal compliance or third-party dependency reasons.

4.6 Compliance information, technical documentation, templates, recommendations and implementation assistance provided by Ongo are intended to support Customer's use of the Services. Unless expressly agreed in writing, they are not legal, tax, medical, financial or other regulated professional advice and do not constitute a guarantee that Customer's organisation or use case complies with law.

5. PROFESSIONAL SERVICES, PROOF SPRINTS AND CHANGE CONTROL

5.1 Professional Services may include discovery, configuration, implementation, integration, training, workflow design, Proof Sprints, migration assistance and related advisory or technical services. Scope, assumptions, deliverables, dependencies, Fees and timing will be described in the applicable Order Form, statement of work or proposal incorporated into the Agreement.

5.2 A Proof Sprint is a time-limited implementation and validation engagement intended to establish and test an agreed operational foundation and selected use cases. Unless expressly stated in writing, a Proof Sprint is not a commitment to implement every potential backlog item, achieve a particular business outcome or deliver a full enterprise roll-out within the sprint period.

5.3 Either Party may request changes to agreed Professional Services. A material change to scope, assumptions, dependencies, timing, data, integrations, authority boundaries or deliverables requires written agreement, which may take the form of an amended Order Form, statement of work or change order. Ongo is not obliged to begin changed work until scope, Fees and timing are agreed.

5.4 Deliverables and acceptance criteria, if applicable, will be stated in the relevant Order Form or statement of work. In the absence of express acceptance criteria, a deliverable will be considered accepted when delivered unless Customer identifies a material non-conformity in writing within ten (10) Business Days. Minor defects that do not materially prevent the agreed use do not delay acceptance.

5.5 Where Ongo is prevented or delayed from performing Professional Services by a Customer dependency, Ongo may reasonably re-plan the work and adjust delivery dates. Material additional effort caused by Customer delay, inaccurate information, changed requirements or unavailable Customer resources may be handled through change control.

6. FEES, USAGE AND PAYMENT

6.1 Customer shall pay the Fees specified in each Order Form. Fees may include one or more of: (a) a platform or organisation fee; (b) fees based on operational users or another agreed usage metric; (c) implementation, Proof Sprint or other Professional Services fees; (d) support or service fees; and (e) metered AI, model, infrastructure, communications or other third-party usage charges.

6.2 Unless the applicable Order Form states otherwise, invoices are due within thirty (30) days of the invoice date. All Fees are exclusive of VAT and other applicable taxes, duties or assessments, which Customer shall pay except for taxes based on Ongo's net income.

6.3 Customer shall notify Ongo of a good-faith invoice dispute without undue delay and, where reasonably practicable, within fifteen (15) Business Days after the invoice date, identifying the disputed amount and basis. Customer shall pay all undisputed amounts when due. A dispute does not suspend payment of unrelated invoices.

6.4 Overdue undisputed amounts accrue statutory commercial interest under applicable Dutch law from the due date until payment, together with reasonable recovery and extrajudicial collection costs permitted by law. Customer may not set off or withhold amounts due under the Agreement except to the extent required by mandatory law or agreed in writing by Ongo.

6.5 Ongo may charge additional Fees where Customer exceeds purchased usage, capacity, user volumes or other contracted limits. Applicable overage rates or calculation methods will be stated in the Order Form or agreed in writing.

6.6 Ongo may change standard prices for a renewal term by giving at least sixty (60) days' written notice before renewal. Price changes do not affect a then-current fixed Order Term unless the Order Form expressly provides otherwise.

6.7 Third-party pass-through charges may change during an Order Term where the underlying provider changes its charges, currency, taxes or charging model. Ongo will provide reasonable notice where practicable. Ongo shall not add a separate margin to a pass-through charge represented as being charged at cost unless the Order Form permits it.

6.8 Except where the Agreement expressly provides otherwise, prepaid fixed Fees are non-refundable. If Customer terminates an affected Order Form for Ongo's uncured material breach, Ongo will refund the pro-rata

portion of prepaid recurring Fees allocable to the period after termination and any prepaid unused pass-through amount that can reasonably be refunded or credited by the relevant provider.

6.9 If an undisputed amount remains overdue for more than ten (10) Business Days after Ongo gives written notice of non-payment, Ongo may suspend the affected paid Services until the overdue amount is paid. Ongo will use proportionate measures and, where reasonably practicable, will not suspend unaffected Services.

7. TERM, RENEWAL AND TERMINATION

7.1 This MSA begins on the Effective Date and continues while any Order Form remains in effect unless terminated in accordance with the Agreement. Each Order Form has the initial term and renewal terms stated in that Order Form (the "Order Term").

7.2 Unless the applicable Order Form states otherwise, an Order Form does not automatically renew. If automatic renewal is agreed, the renewal mechanism and non-renewal notice period must be expressly stated in the Order Form.

7.3 Either Party may terminate this MSA or an affected Order Form for material breach if the other Party fails to cure that breach within thirty (30) days after written notice describing it. A payment breach may be subject to the suspension process in Section 6.9 and any shorter cure period expressly stated in the Order Form.

7.4 Either Party may terminate immediately by written notice if the other Party becomes insolvent, enters liquidation, ceases business or becomes subject to an insolvency proceeding that is not dismissed within sixty (60) days, to the extent termination is permitted by applicable law.

7.5 Ongo may terminate or discontinue the affected Service where continued provision would itself be unlawful or prohibited by a binding order, or where Customer engages in a material unlawful use or serious AUP violation that creates a continuing risk which cannot reasonably be addressed by suspension or remediation. Where practicable, Ongo will give Customer an opportunity to cure before termination.

7.6 Upon expiration or termination: (a) Customer's right to use the affected Services ends, subject to any agreed or legally required transition period; (b) accrued payment obligations remain due; (c) each Party shall return or destroy the other Party's Confidential Information on request, subject to legal retention requirements and routine backups; and (d) Ongo shall return or delete Customer Data in accordance with the DPA and Section 8.

8. DATA PORTABILITY, SWITCHING AND EXIT

8.1 Unless a longer period is stated in the Order Form or required by applicable law, Ongo will make Customer Data reasonably available for retrieval or export for at least thirty (30) calendar days following the end of the applicable transition or Service period. Ongo may delete remaining Customer Data after the applicable retrieval period, subject to the DPA, legal retention obligations and ordinary backup cycles.

8.2 To the extent Chapter VI of Regulation (EU) 2023/2854 (the "EU Data Act") applies to Ongo as a provider of a data processing service and to the affected Service, Customer may notify Ongo that, following the permitted notice period, it wishes to: (a) switch to another provider of data processing services; (b) switch to an on-premises ICT infrastructure; or (c) erase its Exportable Data and relevant digital assets.

8.3 Where Section 8.2 applies, the notice period for initiation of the statutory switching process will not exceed two (2) months. Ongo shall support switching without undue delay and, unless technically unfeasible, within a maximum transitional period of thirty (30) calendar days after that notice period. If the thirty-day period is technically unfeasible, Ongo may use an alternative period only to the extent and subject to the notice, justification and maximum duration permitted by the EU Data Act. Service continuity will be maintained during the applicable transitional period to the extent required by law.

8.4 Where Section 8.2 applies, Customer will have a data retrieval period of at least thirty (30) calendar days after the applicable transitional period. Following successful switching and expiry of the applicable retrieval period, Ongo shall erase Exportable Data and digital assets required to be erased under the EU Data Act, subject to mandatory retention requirements and protected backup cycles to the extent permitted by law.

8.5 Until 12 January 2027, any switching charge imposed for a statutory switching process shall not exceed Ongo's costs directly linked to that switching process. From 12 January 2027, Ongo shall not impose switching charges where the EU Data Act prohibits them. This does not prevent Ongo from charging standard Service

Fees, lawfully agreed early-termination charges, or Fees for optional migration, transformation, integration, data-cleaning, consulting or other Professional Services that are not actions Ongo is required to perform as part of the statutory switching process.

8.6 For the purposes of the EU Data Act, "Exportable Data" has the meaning given by that Regulation. The default categories of Exportable Data and permitted exclusions are described in Schedule 1 and may be supplemented by the applicable Order Form or Documentation where necessary to reflect the actual Service. Ongo's then-current portability and interoperability information shall be made available at [DATA ACT PORTABILITY INFORMATION URL] before this MSA is first used externally for a Service within Chapter VI of the EU Data Act.

8.7 Nothing in this Section requires Ongo to disclose source code, model weights, generic system prompts, security detection logic, trade secrets or other Ongo IP except to the extent disclosure is expressly required by mandatory law. Ongo shall not use an exclusion in a manner that unlawfully impedes or delays switching.

8.8 If and to the extent a mandatory switching or portability requirement conflicts with another term of the Agreement, that mandatory requirement prevails for the affected switching process. Otherwise, termination of an Order Form does not waive Fees or other obligations that accrued before termination.

9. INTELLECTUAL PROPERTY AND DATA RIGHTS

9.1 As between the Parties, Ongo owns all right, title and interest in and to Ongo Agility, the Platform, software, source code, architecture, generic workflows, reusable components, templates, models, orchestration mechanisms, Documentation, know-how, improvements and other technology developed or owned by Ongo ("Ongo IP"). No ownership right in Ongo IP is transferred to Customer except for the limited rights expressly granted in the Agreement.

9.2 As between the Parties, Customer retains all right, title and interest in Customer Data, Customer Confidential Information, Customer-specific business content and Inputs.

9.3 Subject to applicable law and third-party rights, to the extent Ongo acquires a transferable intellectual-property right in an Output created specifically for Customer, Ongo assigns that right to Customer upon full payment of the applicable Fees, excluding Ongo IP, generic or reusable components, third-party materials

and rights in underlying models. Ongo does not represent that any AI-generated Output is eligible for intellectual-property protection or free from third-party material. Customer is responsible for reviewing Outputs before external publication or legally significant use.

9.4 Customer retains ownership of its business rules, policies, procedures, data structures and operational logic that existed independently of Ongo. Configuration of those matters within the Services does not transfer ownership of Customer's underlying business information to Ongo. Ongo retains ownership of the generic software mechanisms, configuration frameworks, methods and reusable components used to implement them.

9.5 Customer grants Ongo a non-exclusive, worldwide, royalty-free right during the Term to host, process, transmit, reproduce and otherwise use Customer Data and Inputs only as necessary to provide, secure, support and perform the Services and the Agreement.

9.6 Ongo may generate and use aggregated or de-identified technical and usage information that does not identify Customer or an individual and does not reveal Customer Confidential Information for security, capacity planning, reliability, analytics and improvement of the Services. Ongo shall not use Customer Data to train a general-purpose or cross-customer AI model unless Customer expressly agrees in writing.

9.7 Feedback provided by Customer may be used by Ongo without restriction, provided that Ongo does not thereby obtain a right to use Customer Data or Customer Confidential Information outside the Agreement.

9.8 The Services may include or interoperate with third-party or open-source components. Rights in those components remain with their respective licensors and may be subject to applicable third-party licence terms. Ongo will not knowingly impose on Customer a third-party licence that materially reduces Customer's purchased rights without notice where the change is within Ongo's reasonable control.

10. CONFIDENTIALITY

10.1 The Receiving Party shall protect the Disclosing Party's Confidential Information using at least reasonable care and shall use it only to perform the Agreement or exercise rights under it. Confidential Information may be disclosed only to personnel, Affiliates, subcontractors, professional advisers, insurers, financiers and auditors who have a need to know and are subject to confidentiality obligations appropriate to the information.

10.2 Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes public without breach of the Agreement; (b) was lawfully known without restriction before disclosure; (c) is lawfully received from a third party without confidentiality duty; or (d) is independently developed without use of the Confidential Information.

10.3 If disclosure is required by law, regulation or binding legal process, the Receiving Party may disclose the required information and, where legally permitted, shall provide prompt notice and reasonable assistance so the Disclosing Party may seek protective measures.

10.4 Confidentiality obligations survive for five (5) years after termination, except that obligations concerning trade secrets continue for so long as the information remains a trade secret and obligations concerning Personal Data continue for so long as required by applicable law.

11. DATA PROTECTION AND SECURITY

11.1 Where Ongo processes Personal Data on behalf of Customer, the DPA forms part of the Agreement. If there is a conflict concerning processing of Personal Data, the DPA prevails to the extent of that conflict.

11.2 Each Party shall comply with data protection law applicable to its role, including the GDPR where applicable. Customer is responsible for its instructions and lawful basis as controller or other relevant role; Ongo shall act in the role stated in the DPA.

11.3 Ongo shall maintain appropriate technical and organisational safeguards proportionate to the nature of the Services, Customer Data and agreed deployment. Specific security commitments, hosting regions, subprocessors, incident-notification obligations, recovery commitments and audit information may be set out in the DPA, SLA, Security Schedule or Order Form.

11.4 Customer is responsible for maintaining the security of Customer Systems and endpoints, managing Customer-controlled credentials and identity systems, and configuring access granted to Ongo or the Services in accordance with least privilege and Customer's internal security policies.

11.5 No security measure can eliminate all risk. Ongo's security obligations are the express obligations stated in the Agreement and applicable law; they do not constitute a warranty that the Services are immune from every cyberattack, vulnerability or unauthorised act.

12. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

12.1 Each Party represents that it has authority to enter into and perform the Agreement and that doing so does not breach any binding obligation applicable to it.

12.2 Ongo warrants that: (a) the Services will materially conform to the applicable Documentation and agreed specifications; and (b) Professional Services will be performed with reasonable skill and care consistent with generally accepted industry practice for comparable services.

12.3 Customer shall notify Ongo of an alleged breach of Section 12.2 within a reasonable period after discovery and provide information reasonably sufficient to reproduce or assess the issue. Ongo's primary remedy obligation is to correct, re-perform or provide a reasonable workaround for the non-conforming Service. If Ongo cannot materially cure the issue within a reasonable period, Customer may terminate the affected portion and receive the refund described in Section 6.8.

12.4 Except for the express warranties in the Agreement, and to the maximum extent permitted by law, all other warranties, conditions and terms, whether express, implied, statutory or otherwise, including as to satisfactory quality, fitness for a particular purpose, non-infringement, availability and error-free operation, are excluded.

12.5 Ongo does not warrant that AI-generated Outputs will always be accurate, complete, unique or suitable for a particular operational, legal, financial, medical, safety-critical or other professional decision. Customer

remains responsible for appropriate review, human oversight and authority controls as described in the Agreement.

12.6 Unless expressly agreed in an Order Form, Ongo does not warrant that Customer's specific use of the Services will achieve a particular business result, satisfy a particular regulatory classification or make Customer compliant with a law, standard, certification or internal policy.

13. INDEMNIFICATION

13.1 Ongo shall defend Customer against a third-party claim alleging that Customer's authorised use of the unmodified Ongo Platform infringes that third party's copyright, patent, trade mark or trade secret, and shall pay damages and reasonable costs finally awarded by a competent court or agreed in a settlement approved by Ongo, subject to this Section and Section 14.

13.2 Ongo has no obligation under Section 13.1 to the extent a claim arises from: (a) Customer Data, Inputs, Customer Systems, Customer-selected Third-Party Systems or third-party content; (b) modification by anyone other than Ongo; (c) combination with an item not supplied or approved by Ongo where the claim would not otherwise arise; (d) use contrary to the Agreement, Documentation or Ongo's written instructions; or (e) continued use after Ongo provides a reasonable non-infringing replacement or workaround.

13.3 If the Platform is likely to become subject to an infringement claim, Ongo may procure the right to continue use, modify or replace the affected functionality with materially equivalent functionality, or terminate the affected Order Form and refund prepaid recurring Fees allocable to the unused period.

13.4 Customer shall defend and indemnify Ongo and its Affiliates, directors, employees and agents against third-party claims to the extent arising from: (a) Customer Data or Inputs infringing or unlawfully using third-party rights; or (b) Customer's unlawful or materially unauthorised use of the Services, including a material violation of the AUP.

13.5 An indemnified Party shall promptly notify the indemnifying Party of the claim, provide reasonable cooperation at the indemnifying Party's cost, and allow the indemnifying Party to control the defence and settlement. No settlement may require an admission, payment or non-monetary obligation from the indemnified Party without its prior written consent, not to be unreasonably withheld where the settlement fully releases the indemnified Party.

14. LIMITATION OF LIABILITY

14.1 To the maximum extent permitted by law, neither Party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, anticipated savings, goodwill, reputation or business opportunity arising out of or relating to the Agreement, whether in contract, tort, statute or otherwise, even if advised that such loss was possible.

14.2 Subject to Section 14.3, each Party's total aggregate liability arising out of or relating to an affected Order Form shall not exceed the Fees paid or payable by Customer under that Order Form during the twelve (12) months preceding the event giving rise to the claim. For a claim arising during the first twelve months of an Order Form, the cap is the Fees paid or payable for the first twelve months of that Order Form. If an Order Form has a term shorter than twelve months, the cap is the Fees paid or payable for that Order Form.

14.3 The exclusions and cap in Sections 14.1 and 14.2 do not apply to: (a) fraud or wilful misconduct; (b) death or personal injury to the extent liability cannot lawfully be excluded; (c) liability that cannot otherwise lawfully be excluded or limited; or (d) Customer's payment obligations. A Party's aggregate liability for breach of confidentiality or data-protection obligations is subject to an enhanced cap equal to two (2) times the cap stated in Section 14.2, in aggregate and not in addition to that cap.

14.4 The caps in this Section apply in aggregate across all causes of action and contractual remedies relating to the same affected Order Form, including indemnification obligations, except to the extent the Agreement expressly states otherwise or applicable law prohibits the limitation.

14.5 Nothing in this Section limits either Party's obligation to take reasonable steps to mitigate loss.

15. COMPLIANCE WITH AI, CYBERSECURITY AND SECTOR REGULATION

15.1 Each Party shall comply with laws applicable to its own role in relation to the Services, including applicable AI, data protection, cybersecurity, employment, consumer, sanctions, export-control and sector-specific rules.

15.2 Where Regulation (EU) 2024/1689 (the "EU AI Act"), as amended, applies, the Parties acknowledge that their regulatory roles and obligations may vary by use case. Ongo will perform obligations that apply to it as provider or other regulated operator to the extent legally applicable. Customer will perform obligations that apply to it as deployer, controller, employer or other regulated operator, including obligations concerning use context, human oversight, input data under its control, workplace consultation or notices, operational monitoring and impact assessment where applicable. The AUP contains additional AI use restrictions and governance requirements.

15.3 Customer shall not materially modify, rebrand, repurpose or place the Services on the market in a manner that causes Customer to become the provider of a regulated AI system without notifying Ongo where Ongo's cooperation is reasonably required for compliance. The Parties will cooperate in good faith on legally required information and technical assistance, subject to confidentiality, proportionality, fees for material additional work and protection of intellectual property and trade secrets.

15.4 Where the Dutch Cyberbeveiligingswet, Directive (EU) 2022/2555 (NIS2), Regulation (EU) 2024/2847 (Cyber Resilience Act) or comparable cybersecurity legislation applies to a Party in a particular role, that Party remains responsible for the obligations imposed directly on it. Customer-specific supplier, audit, incident, continuity or regulatory flow-down requirements that exceed the standard Agreement apply to Ongo only if required by mandatory law applicable directly to Ongo or expressly agreed in an Order Form, Security Schedule or regulatory addendum.

15.5 If Regulation (EU) 2022/2554 (DORA) or other financial-sector ICT outsourcing requirements apply to Customer and the Services, the Parties may execute an appropriate DORA or ICT services addendum for the regulated scope. The base Agreement does not by itself represent that every DORA contractual requirement for a critical or important function has been included.

15.6 Where Customer is subject to regulated outsourcing, public-sector, healthcare, critical-infrastructure or other sector-specific requirements, Customer shall identify those requirements before contracting or before materially changing the use. Ongo will reasonably assess requested contractual or technical measures. Additional measures, audits, reporting, dedicated environments or compliance support may be subject to separate scope and Fees unless required because of Ongo's breach.

16. GOVERNING LAW AND DISPUTES

16.1 The Agreement is governed by the laws of the Netherlands, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16.2 The Parties shall first attempt in good faith to resolve any dispute through escalation to an authorised senior representative of each Party. If the dispute is not resolved within thirty (30) days after written escalation, either Party may commence proceedings. This does not prevent either Party from seeking urgent interim or injunctive relief where reasonably necessary to protect rights, security, Confidential Information or data.

16.3 Unless the applicable Order Form expressly states otherwise, the courts of Rotterdam, the Netherlands have exclusive jurisdiction over disputes arising out of or relating to the Agreement.

17. MISCELLANEOUS

17.1 Order of precedence. If documents in the Agreement conflict, the following order applies to the extent of the conflict: (a) mandatory law; (b) an Order Form, for Customer-specific commercial and scope terms, provided that an Order Form does not reduce mandatory data-protection obligations unless lawfully permitted; (c) the DPA, for Personal Data processing matters; (d) an applicable regulatory addendum, solely for the subject matter it governs; (e) the SLA, for service-level mechanics; (f) this MSA; (g) the AUP; and (h) the Documentation. An Order Form overrides another document only where the inconsistency is clear or the Order Form expressly identifies the intended deviation.

17.2 Amendments. Ongo may make non-material administrative, editorial or clarifying updates to online policies or Documentation without adversely changing Customer's substantive contractual rights. A material change to this MSA that applies during an existing Order Term requires mutual written agreement unless the change is required by law, in which case Ongo will give reasonable notice where legally and practically possible.

17.3 Independent contractors. The Parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, employment, fiduciary or agency relationship, and neither Party may bind the other except as expressly agreed.

17.4 Subcontracting. Except where the DPA or an applicable regulatory addendum provides otherwise, Ongo may subcontract performance of the Services while remaining responsible for the subcontracted obligations to the extent stated in the Agreement.

17.5 Assignment. Neither Party may assign the Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed, except that either Party may assign it to an Affiliate or in connection with a merger, restructuring, financing, sale of substantially all relevant assets or change of control, provided the assignee is capable of performing the assigning Party's obligations.

17.6 Force majeure. Neither Party is liable for delay or failure to perform, other than a payment obligation, to the extent caused by an event beyond its reasonable control which it could not reasonably have prevented or overcome. The affected Party shall give reasonable notice and use reasonable efforts to mitigate the effect. Force majeure does not excuse obligations that could reasonably be performed by an available contingency expressly committed under the Agreement.

17.7 Notices. Legal notices under the Agreement must be in writing and sent to the notice contact stated in the applicable Order Form. An email notice is effective when received at the designated address, unless the sender receives an automated or other notice of failed delivery. A Party shall keep its notice details current.

17.8 Waiver. A waiver must be in writing and applies only to the specific right and circumstance for which it is given. Delay or failure to exercise a right is not a waiver.

17.9 Severability. If a provision is held invalid or unenforceable, it will be limited or replaced to the minimum extent necessary to preserve its commercial purpose where lawful, and the remaining provisions continue in effect.

17.10 Entire agreement and non-reliance. The Agreement constitutes the entire agreement regarding its subject matter and supersedes prior proposals, statements and understandings relating to that subject matter, except for an NDA that expressly survives or is incorporated. Each Party acknowledges that, in entering into the Agreement, it has not relied on a statement or promise not set out in the Agreement. Nothing in this Section limits liability for fraud or fraudulent misrepresentation.

17.11 Third-party rights. Except for an indemnified person expressly identified in Section 13, a person who is not a Party has no right to enforce the Agreement unless an Order Form expressly states otherwise.

17.12 Survival. Provisions which by their nature are intended to survive expiration or termination, including payment obligations, confidentiality, intellectual-property and data rights, warranties and disclaimers, indemnification, liability limitations, governing law, dispute provisions and this Section, continue to apply after termination.

17.13 Language. The Agreement is written in English. Any translation is for convenience unless an Order Form expressly states that another language version governs. In case of inconsistency, the governing English version prevails.

17.14 Counterparts and electronic signatures. Order Forms, amendments and other documents forming part of the Agreement may be executed electronically and in counterparts, each of which is treated as an original and together form one instrument.

DEFINITIONS

"Account" means the Customer-specific environment, tenant, workspace or administrative account through which Authorized Users access and manage the Services.

"Affiliate" means an entity controlling, controlled by or under common control with a Party, where control means direct or indirect ownership of more than fifty per cent (50%) of the voting interests or the power to direct management.

"Authorized User" means an employee, contractor, consultant, Affiliate user, guest or other individual authorised by Customer to access the Services within the purchased scope.

"Business Day" means a day other than a Saturday, Sunday or public holiday in the Netherlands on which banks are generally open for business in Rotterdam.

"Confidential Information" means non-public information disclosed by or on behalf of a Party that is marked confidential or reasonably should be understood as confidential given its nature and the circumstances of disclosure. Ongo Confidential Information includes non-public product, architecture, security, pricing and technical information. Customer Confidential Information includes Customer Data and non-public business information.

"Customer Data" means data, files, records, documents, messages, audio, video, images, structured data, knowledge sources, policies, procedures, system data and other information submitted to, connected to, stored in or processed through the Services by or for Customer, excluding Ongo IP.

"Customer Systems" means systems, applications, infrastructure, software, networks, databases and services owned, licensed or controlled by Customer or its providers and connected to the Services.

"Documentation" means Ongo's then-current user, administrator, technical, security and implementation documentation made available to Customer for the Services.

"Effective Date" means the date determined in accordance with the introductory provisions of this MSA.

"Fees" means all amounts payable by Customer under an Order Form, including recurring, user-based, usage-based, Professional Services and third-party pass-through charges.

"Input" means an instruction, prompt, query, data item, event, file, communication or other information supplied to or received by the Services from Customer, an Authorized User, Customer System or permitted end user.

"Order Form" means a written ordering document, proposal, statement of work or similar commercial document signed or otherwise accepted by both Parties that identifies Services, scope, pricing, term or other Customer-specific terms and incorporates this MSA.

"Order Term" means the initial and any renewal term of an Order Form.

"Output" means content, recommendations, summaries, classifications, drafts, actions, records or other results generated or prepared by the Services in response to Inputs, excluding Ongo IP and third-party proprietary materials.

"Personal Data" means personal data as defined by applicable data-protection law, including the GDPR where applicable.

"Platform" means Ongo Agility and the proprietary software, orchestration, applications, services, APIs, infrastructure and technical components made available by Ongo under an Order Form.

"Professional Services" means implementation, configuration, integration, migration, training, Proof Sprint, advisory or other professional services provided by Ongo as stated in an Order Form.

"Regulatory Addendum" means an addendum expressly agreed by the Parties for a particular regulated scope, including where applicable a DORA, cybersecurity, public-sector or sector-specific addendum.

"Services" means the Platform and the purchased software, support, AI-enabled functionality and Professional Services described in an Order Form.

"Third-Party Systems" means third-party applications, cloud or hosting services, identity systems, communications services, APIs, databases, software, AI models, large language models, speech models, machine-learning services and other third-party technology used with or connected to the Services.

APPLICABLE DOCUMENTS

- Data Processing Agreement (DPA) - incorporated where Ongo processes Personal Data on Customer's behalf.
- Service Level Agreement (SLA) - incorporated where the applicable Order Form identifies Production

Services subject to an SLA.

- Acceptable Use Policy 2026-27 (AUP) - incorporated into use of the Services.
- Security Schedule / Technical and Organisational Measures - where agreed or applicable.
- DORA / regulated ICT services addendum - where expressly agreed for a regulated financial-services scope.
- Cybersecurity / NIS2 / sector-specific addendum - where expressly agreed.
- Any statement of work, proposal, schedule or change order expressly incorporated into an Order Form.

SIGNATURE / ORDER FORM MECHANISM

This MSA is intended to be incorporated into an Order Form and does not require a separate signature where the applicable Order Form clearly incorporates this MSA. The legal entity details, registered address, Chamber of Commerce number, VAT number, notice email, Customer details, commercial terms, Effective Date, deployment scope, hosting arrangements, data-location requirements and authorised signatories should be stated in the Order Form.

SCHEDULE 1 - EU DATA ACT SWITCHING AND PORTABILITY INFORMATION

1. Applicability. This Schedule applies only to the extent Chapter VI of the EU Data Act applies to Ongo as a provider of a data processing service and to the affected Service. It does not expand the scope of that Regulation.

2. Default categories of Exportable Data. Subject to the EU Data Act, the categories of data and digital assets available for portability include, to the extent generated, co-generated, stored or processed for the relevant Customer deployment:

(a) Customer Data and Inputs supplied by or for Customer; **(b)** Customer-specific project, task, workflow, calendar, form, message, document, attachment, configuration

and operational record data generated or co-generated through Customer's use of the Services; **(c)** Customer-specific Outputs, reports and records stored in or generated through the Services; **(d)** Customer-specific metadata reasonably necessary to interpret the foregoing, including identifiers,

timestamps, statuses, relationships and Customer-controlled configuration or permission data, to the extent such metadata constitutes Exportable Data; and **(e)** any other data or digital asset that is "exportable data" within the meaning of the EU Data Act for the

affected Service. **3. Permitted exclusions.** To the extent permitted by the EU Data Act, Exportable Data does not include categories of data or assets specific to Ongo's internal functioning where disclosure would create a risk of breach of Ongo or third-party trade secrets, including source code, model weights, generic system prompts, internal security detection logic, proprietary monitoring rules, generic service architecture, cross-customer aggregated or de-identified data and internal operational data that is not Exportable Data. An exclusion shall not be applied in a manner that unlawfully impedes or delays switching.

4. Formats and interfaces. Ongo will make Exportable Data available in a commonly used, machine-readable format and through export tools, APIs or other interfaces to the extent required by applicable law and supported for the affected Service. The current structures, formats, export methods, known technical limitations and available interoperability information shall be described at [DATA ACT PORTABILITY INFORMATION URL] and, where necessary, in the Documentation or applicable Order Form.

5. Customer cooperation. Customer shall provide destination-provider details, access information, decisions and cooperation reasonably required for the switching process and shall ensure that its chosen destination environment is able to receive the Exportable Data. Ongo is not responsible for the independent performance, security or compatibility of the destination provider or Customer's on-premises environment.

6. Completion and erasure. Where applicable, the affected Service contract will be treated as terminated for the switching process when the switching process is successfully completed, or at the end of the applicable notice period where Customer elects erasure rather than switching, subject to accrued Fees, any lawfully agreed early-termination charge and mandatory rights under the EU Data Act. Ongo will provide the applicable retrieval period and erasure described in Section 8.

END OF MASTER SERVICE AGREEMENT 2026-27
