

GENERAL TERMS AND CONDITIONS

Version 1.1, 28 November 2024

1. INTRODUCTION AND DEFINITIONS

These General Terms and conditions ("**General Terms**") shall govern the use and provision of the Services provided by Rookoo BV, a limited liability company under Belgian law with registered office at Sint-Pietersnieuwstraat 11, 9000 Ghent and CBE number BE 1013.170.047 ("**Rookoo**") and the legal entity or natural person identified as Customer in the Order Form ("**Customer**").

Rookoo and the Customer are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

1.1. DEFINITIONS:

Administrator Profile: A user profile managed by the Customer that has administrative permissions and responsibilities, including but not limited to creating, managing, and deleting other user profiles, configuring system settings, and overseeing the overall use of the Services.

Agreement Duration: The period during which the Agreement is in effect, starting from the Effective Date and continuing until terminated as provided herein.

Business Day: Any day other than a Saturday, Sunday, or public holiday in Belgium on which banks are open for business.

Confidential Information: All information disclosed or related to the Agreement, whether orally or in writing, deemed confidential or reasonably considered confidential, including but not limited to the Services, the General Terms of the Agreement including pricing, technical data, personal data, reports, documents, correspondence, processes, methods, know-how, business information, intellectual property elements, any business and marketing plans, technology and technical information, product plans and designs, business processes disclosed by each Party in connection with the Agreement, and (personal) data. Excludes information that (i) is public domain, (ii) known prior to signing this Agreement, (iii) lawfully obtained by the receiving Party, or (iv) independently developed without breaching this Agreement.

Downtime: a period of time during which the Service is unavailable to use for the Customer due to a circumstance which was not caused by the Customer.

Effective Date: The date on which the parties mutually agree to commence the utilization of services as specified in the Order Form.

Force Majeure: An event or circumstance beyond a Party's reasonable control, occurring without fault or negligence of the Party, which reasonably could not have been avoided, hindering the affected Party's performance under the Agreement. Examples include cyber-attacks, internet service provider failures, and subcontractor deficiencies.

Incident: An unforeseen event causing an interruption in the Services functionality as specified in these General Terms.

Initial Period: The initial term of the Agreement between Rookoo and the Customer as specified in the Order Form.

Intellectual Property Rights: All current and future worldwide intellectual property rights including but not limited to copyrights, software copyrights, neighboring rights, trademark rights, patent rights, know-how, and other rights.

Legislation on the Processing of Personal Data: All legislation regulating the processing of personal data under the applicable law, including the European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, and any future amendments.

Order Form: The instrument, whether in physical or digital form, including but not limited to paper, PDF, or email, utilized by the Customer to place orders for services, encompassing both self-service transactions and active sales engagements.

Profile: The personal and individual profile of a User linked to their personal information.

Resolution Time: The time taken by Rookoo to resolve an Incident after being reported by the Customer.

Response Time: The time taken by Rookoo to acknowledge receipt of the Customer's support request upon an Incident occurrence.

User: A named individual authorized by the Customer to use the Services.

Specific Developments: software developed by Rookoo at the Customer's specific request via an Order Form.

Services: Rookoo's AI platform, including specific developments, applications, interfaces, integrations, source code, object code, schematics, look and feel, future versions or improvements, documentation, modules or supporting services provided by Rookoo.

2. SUBJECT AND STRUCTURE OF THE AGREEMENT

Each Order Form is governed by and incorporates the following documents in effect as of the date of last update of such documents, collectively referred to as the "**Agreement**" that consists of:

1. The Order Form;
2. The Data Processing Agreement, including Annexes;
3. These General Terms.

In the event of a conflict, the order of precedence is as set out above in descending order.

3. RIGHTS AND OBLIGATIONS OF ROOKOO

- 3.1. Rookoo's obligations under this Agreement are best-effort obligations, with no guarantee of the Services flawless operation.
- 3.2. From the Effective Date, Rookoo will provide reasonable material and technical support necessary for the Services use upon the Customer's request. The Customer must contact Rookoo within 24 hours of an Incident at support@rookoo.ai.
- 3.3. Incidents will be addressed as per the following schedule:

Critical: Functionality unavailable, hindering Services use.

- Response Time: 12 hours
- Resolution Time: 2 business days

High: Functionality limited, hindering proper Services use.

- Response Time: 12 business hours
- Resolution Time: 4 business days

Low: Functionality available with certain issues.

- Response Time: 24 business hours
- Resolution Time: 10 business days

Resolution consists of providing, as appropriate, one of the following to Customer: an existing correction; a new correction; a viable detour or workaround; or a plan on how the problem will be corrected.

Business Hours are defined as follows:

- weekdays from 9 am to 5 pm, excluding public holidays.

- 3.4. Customer Support is available on weekdays from 9 am to 5 pm, excluding public holidays. Support requests can be made via email at support@rookoo.ai. Rookoo aims to respond to support requests within the specified Response Times.
- 3.5. Rookoo aims for the following Services availability:
 - 99.9% from 8 am - 8 pm (Mon - Fri)
 - 95% from 8 pm - 7 am (Mon - Fri)
- 3.6. Check the status of Rookoo services at <https://status.rookoo.ai/>. Rookoo may schedule Downtime for maintenance, notifying the Customer at least two (2) days prior. Emergency maintenance may be conducted without prior notice, but Rookoo will endeavor to inform the Customer as soon as possible.

4. RIGHTS AND OBLIGATIONS OF CUSTOMER

- 4.1. Rookoo reserves the right to limit the Customer's usage of Services based on fair use principles and as stipulated in the Order Form. Usage beyond these specified limits will incur additional fees.
- 4.2. The Customer ensures the Service is used solely for professional purposes and guarantees that authorized Users comply with this Agreement.
- 4.3. The Customer is responsible for the use of the Service via created Profiles, including any unauthorized use. The Customer is required to strictly enforce the individual use of Profiles (one account per person) and maintains confidentiality and security of usernames and passwords. Sharing login credentials or accounts violates Article 14 of these General Terms, and may result in suspension or termination of access under Article 14.4, in addition to other remedies available under this Agreement.
- 4.4. The Service must be used responsibly and reasonably, in accordance with articles 7 and 9 of these General Terms, without causing harm to Rookoo or third parties, not processing

personal data of children under 13, and not modifying, copying, leasing, selling, or distributing the Service. The source code, components, algorithms, and systems must not be analyzed or decompiled.

- 4.5. The Customer maintains the correct number of Profiles linked to the permitted number of Users, as agreed in the Order Form. One Administrator Profile must be created to manage Profiles.
- 4.6. The Customer ensures compliance with all applicable laws and regulations related to the use of the Service.
- 4.7. The Customer is responsible for implementing appropriate security measures to protect access credentials and prevent unauthorized access to the Service.
- 4.8. The Customer is responsible for creating data backups to prevent data loss.

5. FEES

- 5.1. The Customer shall pay the fees for the Services which follow from the Order Form. The Fees are exclusive of VAT and/or other taxes and (local) charges. All prices are in EUR and payable in EUR. Rookoo will issue invoices for the Fees either on a monthly basis or in advance on an annual basis unless other billing arrangements are specified in the Order Form.
- 5.2. Payments are due within 14 days of invoice date via bank transfer to BE05 0689 5318 5075.
- 5.3. If the Customer disputes an invoice in good faith, detailed notification must be provided within 15 calendar days of receipt. Unchallenged invoices within this period are deemed accepted.
- 5.4. Unpaid invoices not disputed in good faith incur statutory interest from the due date under the Law of 2 August 2002 on late payment in commercial transactions, without prior notice.
- 5.5. Future versions, updates, or enhancements of the Service may result in adjusted fees, for which the Customer will receive prior written notice. If the Customer does not explicitly reject the adjusted fees within thirty (30) days of such notice, the Customer will be deemed to have accepted the new fees. The Customer acknowledges that when a new version, update, or evolution of the Services is made available, the old version will no longer be accessible, and the use of the Services will only be possible through the most recent version, for which the adjusted fees apply. Should the Customer reject these adjusted fees, Rookoo reserves the right to restrict or suspend access to the Service until an agreement is reached.

6. DURATION AND TERMINATION

- 6.1. The Agreement takes effect after signing the Order Form on the Effective Date, as specified in the Order Form and shall remain in force for the duration specified in the Order Form. After expiry of the Initial Period, the Agreement shall be automatically and tacitly prolonged for an additional subscription period ("**Extended Period**"), equivalent to the length of the Initial Period.
- 6.2. Either Party may terminate this Agreement unilaterally at the end of the Initial Period or an Extended Period by providing written notice no less than sixty (60) days prior to the expiration of the relevant Period.
- 6.3. Without prejudice to the right to claim damages, the Parties have the right to immediately terminate the Agreement by means of a justified registered letter and without prior judicial intervention in the following cases:
- The other Party is insolvent, bankrupt, undergoing liquidation or reorganization, or subject to curator appointment;
 - The other Party commits a material breach not remedied within 30 days of notice. Material breaches include but are not limited to:
 - Failure to pay due fees;
 - Unauthorized use of the Service;
 - Non-compliance with Legislation on the Processing of Personal Data.
 - Violation of the intellectual property rights;
 - Violation of the confidentiality obligations;
 - Violations of Article 14 of these General Terms.
- 6.4. The Customer must request termination assistance within five (5) business days of the termination notice. Rookoo will invoice any additional costs incurred for providing termination assistance beyond what is stipulated in this Agreement. Additional services requested by the Customer will be invoiced at €150/hour.
- 6.5. Upon termination, the Customer shall immediately cease all use of the Service. Rookoo will delete all Customer data within twenty (20) business days and personal data within thirty (30) business days. The Customer may request a copy of all data, subject to applicable data transfer fees.

- 6.6. All delivered services until termination will be invoiced and paid by the Customer.
- 6.7. The provisions of the Agreement that, by their nature, are intended to survive its expiration or termination shall remain in effect as necessary to preserve the Parties rights and obligations. The confidentiality obligations set forth in Article 10 of these General Terms shall survive for the longer of: five (5) years following the termination of this Agreement; with respect to Confidential Information that includes Intellectual Property Rights, for the duration of the applicable intellectual property protection; and with respect to Confidential Information covered by statutory and/or bar association confidentiality rules, for the period required under the applicable law or bar association rules (which the Parties acknowledge may be perpetual or at least one hundred (100) years).

7. DATA PROCESSING

- 7.1. The parties shall at all times comply with their respective obligations under the Personal Data Processing Legislation with respect to any processing of personal data under the Agreement.
- 7.2. Rookoo implements appropriate security measures to protect personal data. You can always consult our security measures in the most recently updated version of our Data Processing Agreement.
- 7.3. Rookoo will retain Customer data for the duration of the Agreement and will delete or return all personal data upon termination, as specified in the Data Processing Agreement (DPA).
- 7.4. When providing the Services to the Customer, Rookoo will, in the capacity of data processor, process personal data on behalf of the Customer in accordance with the DPA entered into between the Parties.

8. LIABILITY

- 8.1. Rookoo is not liable for indirect or consequential damages, including but not limited to reputational damage, lost profits, financial losses, or data loss.
- 8.2. Rookoo's total liability is limited to the total fees paid by the Customer in the 12 months preceding the most recent damage-causing event, with the average monthly fees for the first 12 months of the Initial Period multiplied by 12.
- 8.3. Rookoo cannot exclude liability for fraud, intent or gross negligence of its own or its appointees.

8.4. Notwithstanding any contrary legal provisions, Rookoo cannot be held liable for damages resulting from:

- Force Majeure;
- Inaccurate, incomplete, or late information or data provision by the Customer;
- Service use contrary to the Agreement or Rookoo's instructions.

8.5. The Customer agrees to indemnify, defend, and hold harmless Rookoo, its affiliates, officers, directors, employees, agents, and subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- The Customer's use of the Services in violation of the Agreement, applicable law, or any third-party rights;
- Any breach by the Customer of its representations, warranties, or obligations under the Agreement;
- The Customer's infringement or violation of any Intellectual Property Rights or other rights of any third party.

8.6. Rookoo agrees to indemnify, defend, and hold harmless the Customer, its officers, directors, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- Any breach by Rookoo BV of its representations, warranties, or obligations under this Agreement;
- The infringement or violation by Rookoo BV of any intellectual property rights or other rights of any third party in connection with the Services provided.

9. INTELLECTUAL PROPERTY

9.1. Rookoo, along with its affiliates and licensors, retains full ownership of all rights, title, and interest in and to the Services, including all Intellectual Property Rights related to the Services, any modifications, updates, and upgrades thereof. Nothing in the Agreement transfers any rights or grants licenses, except when explicitly provided. Users retain ownership of their own content and data ("User Content"), including any modifications or configurations made to their accounts, such as user-generated workflows or templates.

- 9.2. Subject to compliance with the Agreement, Rookoo grants the User a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services for internal business purposes for the duration of the Agreement. This license applies only in the jurisdictions where Rookoo is active. The User grants Rookoo a limited, non-exclusive, non-transferable, non-sublicensable, license to use, store, copy, transmit, and display the User Content solely to provide the Services as per this Agreement. The Customer retains full ownership of their content and reserves all rights, title, and interest.
- 9.3. Rookoo encourages feedback from Users. Any feedback, suggestions, or ideas provided by the User may be used by Rookoo without restriction or compensation. Intellectual Property Rights related to such feedback will be vested in Rookoo. Rookoo may collect anonymized and aggregated data to improve the Services, provided that this data does not include or reference any User Content unless expressly authorized by the Customer in writing.
- 9.4. The User owns all intellectual property rights in the User Content they upload or use within the Services. Rookoo makes no claims to ownership of User Content, and the User remains fully responsible for their content.

10. CONFIDENTIALITY

- 10.1. The Parties agree to treat the Confidential Information as strictly confidential, handle it with the necessary care and discretion, not share it with third parties, and use it only for the purposes for which it was obtained, both during and for two years after the termination of this Agreement. Both Parties warrant and guarantee that their respective appointees, employees, contractors, subcontractors, and/or any other persons for whom they are responsible, and who are directly or indirectly involved in the performance of this Agreement, will also comply with this obligation.
- 10.2. Rookoo acknowledges that Confidential Information may be covered by the Customer's professional secrecy.
- 10.3. The AI models are not trained on the Customer's Confidential Information unless explicit consent is given.

11. FORCE MAJEURE AND HARDSHIP

- 11.1. Each Party shall promptly notify the other Party via email of the occurrence of a Force Majeure event as soon as it becomes aware, or should reasonably become aware, that such an event makes it impossible to fulfill its contractual obligations. A Force Majeure event that continues

or is reasonably expected to continue for more than thirty (30) days is deemed to make the fulfillment of the obligation permanently impossible. In such a case, the agreement shall be terminated.

11.2. In the event of unforeseen changes in circumstances that render the performance of the Agreement excessively burdensome, the Parties may invoke Article 5.74, second paragraph of the new Belgian Civil Code. In the event of a change in circumstances, the court may terminate the Agreement but may not amend it as provided in Article 5.74 of the Civil Code. Unforeseeable changes include (but are not limited to):

- Changes in legislation that increase the obligations of Rookoo under this Agreement;
- Modifications in the essential terms of Rookoo's subcontractors.

12. DISPUTE RESOLUTION

12.1. This Agreement is governed by and construed in accordance with the laws of Belgium, without regard to its conflict of laws principles.

12.2. If a dispute cannot be resolved through negotiation within thirty (30) days, either Party may request mediation through a mutually agreed mediator. Should mediation fail, the dispute will be resolved by arbitration under the rules of the Belgian Centre for Arbitration and Mediation (CEPANI), conducted in Ghent, Belgium, in either Dutch or English.

13. SOFTWARE UPDATES AND MAINTENANCE

13.1. Rookoo will periodically update the Services to improve functionality, performance, and security. These updates will be applied automatically. The Customer is responsible for ensuring their use of the Service remains compatible with these updates.

13.2. Scheduled maintenance that may result in Downtime will be communicated at least two (2) days in advance. The Customer will be notified of any significant updates at least seven (7) days in advance. Emergency maintenance may be conducted without prior notice, but Rookoo will endeavor to inform the Customer as soon as possible.

13.3. Rookoo will make reasonable efforts to minimize any disruption caused by updates and maintenance activities. Rookoo will provide support to the Customer during updates and maintenance to ensure continuity of service.

14. ACCEPTABLE USE POLICY

14.1. The Customer agrees to use the Service in a responsible and lawful manner. The following actions are strictly prohibited:

- Using the Service for any illegal or unauthorized purpose, including but not limited to violating any local, national, or international laws.
- Attempting to gain unauthorized access to the Service, other users' accounts, or any other systems or networks connected to the Service.
- Engaging in any activity that disrupts or interferes with the performance of the Service or the networks connected to the Service.
- Transmitting any viruses, malware, or other harmful code through the Service.
- Sharing login credentials or allowing multiple individuals to use a single User account.
- Using the Service to store or transmit inappropriate, offensive, or illegal content, including but not limited to content that is defamatory, obscene, or infringing on intellectual property rights.
- Reverse engineering, decompiling, or otherwise attempting to derive the source code of the Service.

14.2. The Customer is responsible for ensuring that all Users comply with this Acceptable Use Policy.

14.3. In case of a breach of the Acceptable Use Policy, Rookoo will notify the Customer and allow reasonable time for remediation.

14.4. Rookoo may suspend or terminate access to the Service for breaches of the Acceptable Use Policy, in addition to other remedies available under this Agreement.

14.5. The Customer bears sole responsibility for the accuracy, quality, and legality of the input, as well as for securing any necessary third-party licenses, legal bases, consents, and authorizations required for the use of the input in connection with the Services. The Customer represents and warrants that, as between the parties, it either owns or holds the necessary third-party licenses, legal bases, consents, and authorizations for all input. Any third-party software, services, or products utilized by the Customer in conjunction with the Services are subject to their respective terms and conditions. The Customer is solely responsible for adhering to all applicable terms governing such third-party services.

15. GENERAL PROVISIONS

- 15.1. The Agreement constitutes the entire agreement between the Parties. It contains all the arrangements and commitments of the Parties with respect to the subject matter of the Agreement and supersedes all prior (oral or written) arrangements, understandings, or agreements in this regard.
- 15.2. The Agreement is not transferable to third parties unless with the express and prior consent of the other Party.
- 15.3. The Agreement can only be amended or supplemented by means of a written document signed by authorized representatives of both Parties.
- 15.4. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- 15.5. The Parties commit to negotiating in good faith the replacement of the nullified clause with a clause that closely aligns with the intended outcome of the nullified or voided clause and reflects the purpose of the Agreement as closely as possible.
- 15.6. No waiver by any Party of any breach or default of any provision of this Agreement will be deemed a waiver of any subsequent breach or default.
- 15.7. Parties agree to exclude the applicability of article 6.3 §2 of the Belgian Civil Code, as a result of which the legal provisions regarding extra-contractual liability cannot be applied between the Customer and any agents, subcontractors, directors, employees, principals and any other representatives of Rookoo for any claims arising from or related to the performance of the Agreement.
- 15.8. If the "Marketing Allowed" option is marked as "Yes" in the Order Form, the Customer grants Rookoo the right to use the Customer's company logos, company name(s), trademarks, and user quotes as reference material for marketing and public relations purposes, thereby identifying the Customer as a Rookoo customer. If the "Marketing Allowed" option is marked as "No," Rookoo is not permitted to use such materials. Upon the Customer's written request, regardless of the initial choice, Rookoo shall immediately cease any such use as instructed by the Customer.
- 15.9. Rookoo may amend these General Terms from time to time. Any and all amendments to these General Terms will be posted at www.rookoo.ai under Terms and Conditions and indicate the date they were last updated. Rookoo shall notify the Customer in writing in advance of any such changes (including, but not limited to, email) (the "Notice"). Amendments will become

effective fifteen (15) days after posting, or such later date stated by Rookoo. If an amendment materially adversely affects the Customer's rights or obligations then the Customer may terminate the Agreement without penalty upon written Notice to Rookoo no later than fifteen (15) days after the Notice.

- 15.10. All notices under the Agreement shall be sent by mail and addressed to Rookoo Legal at: Legal@rookoo.ai.