



Zeno

General Terms and Conditions of Zeno B.V. *Version May 2025*

Article 1 - definitions

AI: Artificial Intelligence, from various sources and tools for the purpose of operating the Services.

Services: the services performed by Zeno, consisting of providing an online AI driven workspace as a SAAS (software as a service) (hereinafter also referred to as "the Platform") and performing the additional services, including providing training, remote support and evaluation meetings (hereinafter also referred to as "Support Services").

User: the natural person who has access to the Platform and the Support Services.

Entry: all data entered and/or stored on the Platform by or on behalf of Customer and/or a User and/or on behalf of Customer or User and processed by Zeno in performance of the Agreement. Inputs do not include Account information;

Customer: the (legal) person who has entered into an Agreement with Zeno.

Agreement/ Assignment: the agreement between the Customer and Zeno, aimed at performing Services for a fee to be determined by the parties.

Production: all data displayed on the Platform. This includes the information which follows on the basis of the Input, but also information which is visible on the Platform without Input, including the digital environment within which the Platform is built and the integral menu which can be used on the Platform. The Production also includes the software applications associated with the Platform, the AI tools used and the (complete) Zeno website.

Zeno: Zeno B.V. a private company with limited liability, registered in the Commercial Register of the Chamber of Commerce under number 94879885, having its registered office in Rotterdam.

Article 2 - applicability

1. These General Terms and Conditions shall apply to all Agreements entered into by Zeno. By entering into the Agreement, the Customer declares to be familiar with and to agree to the General Terms and Conditions.

2. Deviation from these General Terms and Conditions may only be made by Zeno in writing.

3. Zeno reserves the right to change these Terms and Conditions. Changes will be published on zeno.law. The customer will also be informed of the amendment by e-mail. From the date of publication on zeno.law, the changes to the Terms and Conditions will apply to all current Agreements.

4. Zeno also reserves the right to change its Acceptable Use Policy and Processor Agreement, as mentioned and declared applicable in the Agreement. The Customer will be notified of changes by e-mail. From the date the changes are communicated to the Customer by email, the changes will apply to all current Agreements.

5. In the event of disputes concerning the interpretation of the English version of the General Terms and Conditions, the English text takes precedence.

Article 3 - establishment

1. Agreements may be concluded verbally, in writing or electronically. An Agreement is concluded as soon as Zeno confirms it to the Customer in writing (which also includes a message by e-mail).

2. Each offer of Zeno is without obligation and obvious (writing) errors and mistakes in the offer are not binding.

3. Zeno may refuse a request for an Agreement without giving reasons.

4. If the Customer states a company name when entering into the Agreement, the Agreement will be concluded by Zeno with this legal entity.

Article 4 - execution of agreement

1. Zeno shall make every effort to perform the Agreement to the best of its knowledge and ability, in line with what the parties have laid down with respect thereto and can thereafter reasonably be required of it.

2. Zeno is entitled to engage third parties and/or auxiliary persons in the performance of the Agreement if it believes that this is important for the performance of the Agreement.



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3. Zeno only has obligations of means, never obligations of result or otherwise any kind of guarantee on the result
4. If the parties have agreed on a term, this is never a fatal term. The Customer must therefore always give Zeno notice of default in writing, whereby Zeno is given the agreed term to still perform the Agreement.
5. The Client is obliged to render the cooperation required for the Assignment, consisting, inter alia, of the timely provision of correct and complete information about the Users to be connected, availability for training sessions and technical information for having the Platform connected to the Client's DMS. Failure to provide such cooperation or parts thereof will entitle Zeno to a right of suspension.

Article 5 - Additional work, AI, breakdowns and sharing of Production with third parties

1. The Client acknowledges that if, during the execution of an assignment or during the term of the Agreement, more Additional Services than set forth in the Agreement are performed by Zeno or adjustments are desired which aggravate the performance(s) of MK2 Software, this will constitute additional work. The Customer undertakes to pay, at the usual rate charged by Zeno, the cost of the additional work within fourteen (14) days of receipt of the invoice to that effect.
2. Zeno is obliged to carry out regular monitoring and maintenance of the systems and technologies it uses. Zeno does not guarantee its Services and, in particular, the 24/7 availability of the Platform. Zeno shall make every effort to prevent breakdowns as much as possible and undertakes to use all means at its disposal at the first call of the Client in order to solve any breakdowns and/or defects without delay.
3. To perform its services, Zeno uses various AI tools. The cooperation and coordination and related technology between these different AI tools ensures the Production generated based on the Input. The Customer shall at all times check the quality, scope and specifications of the Production based on the Input for quality and usability. The Customer and Users are/are entitled to share Production based on the Input with third parties, but must at all times vouch

for, among other things, the quality but also the actuality and perform a continuous check on this themselves. The Customer is obliged to indemnify Zeno against claims from third parties - including customers of the Customer - relating to Production shared by the Customer with third parties.

Article 6 - compensation and payment

1. The parties in principle on a monthly fee when entering into the Agreement. Fees are exclusive of sales tax (VAT).
2. An estimate, target price and/or quotation issued by Zeno is of an indicative nature only and is not binding.
4. The Customer is obliged to make payment of the invoice sent within fourteen (14) days of the invoice date. Objections about the amount invoiced do not suspend the Customer's payment obligation.
5. If the term specified in paragraph 4 is exceeded, Zeno reserves the right to suspend the (performance of the) Agreement. If a payment term is exceeded, the Customer will be in default by operation of law and the Customer will owe € 80,- in administration costs as of the due date, in addition to the statutory interest. Payment must be made without deduction, discount or (debt) setoff.
6. The Customer who fails to pay despite a reminder or notice of default, without further notice of default being required - and in addition to the costs mentioned in paragraph 5 - shall also owe extrajudicial costs in the amount of 15% of the claim, with a minimum of €40.

Article 7 - duration and termination

1. When entering into the Agreement, the Parties shall agree on a duration. If no other written arrangements have been made in the Agreement, a term of indefinite duration applies, with a notice period for Zeno of three months. The Customer is not entitled to terminate the Agreement prematurely. Termination by the Customer towards the end of the agreed term must be done in writing (which also includes notification by e-mail).
2. In case of (a request for) bankruptcy, (provisional) suspension of payment or dissolution of the Customer, or if the Customer knows that one of these situations will



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(probably) occur, the Customer is obliged to inform Zeno of this immediately in writing. In that case, all claims of Zeno against the Customer will be immediately due and payable in full, and Zeno will be entitled to terminate the Agreement with immediate effect or to dissolve it without judicial intervention, without being obliged to pay any (damage) compensation to the Customer

3. Except for the grounds provided for by law and the situations specifically mentioned in this article, a Customer is not entitled to terminate or at least prematurely cancel the Agreement.

Article 8 - liability

1. In line with its best-efforts obligation, Zeno is not liable for damage resulting from the result of, or inaccuracies in, the Services it has delivered or at least performed, except insofar as they are the result of its own intentional act or deliberate recklessness. This limitation also applies to employees and directors of Zeno and third parties engaged by Zeno, including but not limited to auxiliary persons and subcontractors.

2. Any liability of Zeno is at all times limited to direct damage. Excluded in any event are consequential damage, damage due to delay, loss of profit and loss of turnover. Zeno's liability is limited to the amount of € 100,000 (hundred thousand Euros) per event or series of related events.

3. A claim will in any case lapse if the Customer has not informed Zeno of the claim in writing by registered letter within six months after the event or circumstance that gives rise or may give rise to liability. The six-month period commences at the time at which the Customer has discovered reasonably should have discovered the said event or circumstance.

4. Zeno is not liable for any shortcomings of third parties, including auxiliary persons and subcontractors engaged in the performance of the Agreement, except in case of its own gross fault or deliberate recklessness.

Article 9 - force majeure

1. In the event of force majeure on the part of Zeno, Zeno shall be entitled to suspend performance of the Agreement for as long as the force majeure situation continues - at

Zeno's option - to dissolve the Agreement in whole or in part. Force majeure means any circumstance beyond Zeno's control as a result of which it cannot reasonably be expected to fulfill its obligation(s), regardless of its foreseeability at the time of the conclusion of the Agreement.

2. Restrictive circumstances with respect to the availability of keeping the Services online and/or access to the Platform and/or the Additional Services, for example - but not limited to - due to a (digital) military/governmental intervention and/or a (partial) shutdown of the internet network in (parts of) Europe will be considered force majeure on the part of Zeno. Also, failures and/or limitations in the performance of the Services as a result of a (considerable) temporary or sudden increase in data traffic, power failure, destruction, damage or necessary emergency maintenance apply as force majeure.

Article 10 - varia

1. All Agreements of Zeno and these General Terms and Conditions are exclusively governed by Dutch law.

2. The competent court in The Hague shall have exclusive jurisdiction over disputes arising from an Agreement and/or these General Terms and Conditions.

3. If one or more provisions of these General Terms and Conditions and/or of an Agreement is deemed to be in conflict with provisions of mandatory law, the relevant provision shall lapse and shall be replaced by a legally permissible provision that is as close as possible to the purport of the lapsed provision.

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