Service Terms – *iBabs Meeting Software*

Service: iBabs board meeting software.

1. Structure

1.1. These Service Terms, together with the ECS General Terms, the Order Form and any applicable annexes form the Agreement.

2. Definitions

2.1. For the purpose of these Service Terms, the following terms are defined as follows:

2.2. **Additional Work:** Services outside those already agreed upon in the Order Form.

2.3. **Base Users**: The agreed upon amount of Users of the Client, set at the date the Order Form is executed.

2.4. **Client Content:** The content created by the Client by using the Service.

2.5. **Defect:** the substantial failure to comply with the functional specifications as expressly agreed in writing between the Parties. A defect is concerned only if the Client can demonstrate this and if it can be reproduced.

2.6. **User**: a person who makes use of the Service on behalf of and for the benefit of the Client and who has access to this using a username and password.

3. Fees

3.1. The Client shall pay the Fees as set out in the Order Form. All invoices in respect of the Fees shall be paid within 30 (thirty) days of the date of the invoice.

3.2. The Fees are invoiced annually in advance, based on the number of Base Users that was agreed upon at the commencement of the Agreement, even if actual consumption at any time falls below the number of Base Users.

Where the Client has chosen iBabs Pay-as-you-go:
The Fees are invoiced quarterly in advance. For the first quarter, the Fee is set at the initial number of Users upon onboarding.

3.3. The Operational Company will monitor the number of Users. If during any month, the number of Users exceeds the number of Base Users paid for, the Client will be charged for such additional Users per month. Such additional Fees shall be invoiced at the end of the year.

Where the Client has chosen iBabs Pay-as-you-go:
The Operational Company monitors the number of Users. For all subsequent

quarters, the Client will be invoiced based on the number of Users then in use. If at the end of the quarter the number of Users has increased or decreased, the Operational Company will charge or reimburse the Client accordingly.

3.4. In order to ensure that a User is no longer counted for billing purposes, the Client must ensure that the User is deleted twice from the Service, in accordance with the instructions given by the Operational Company.

3.5. Amounts that the Operational Company has invoiced prior to the termination remain payable and become immediately payable at the time of termination.

3.6. The Operational Company shall never be obliged to reimburse money that has been received, or to pay any compensation resulting from termination, dissolution or any other manner of termination of the Agreement.

3.7. If ECS decides to amend the Fees in accordance with clause 6.3 of the ECS General Terms, such change shall not affect the Fees already invoiced for the Base Users under clause 3.2 of these Service Terms.

Where the Client has chosen iBabs Pay-as-you-go:
If ECS decides to amend the Fees in accordance with clause 6.3 of the ECS General Terms, such change shall not affect the Fees already invoiced under clause 3.2 of these Service Terms.

4. Additional Work

4.1. If the Client wishes ECS to carry out Additional Work, the Parties shall amend this Agreement enter into an additional Agreement by signing another Order Form. ECS is not obliged to comply with the Client's request to carry out Additional Work.

4.2. The Client acknowledges that if the Operational Company accepts Additional Work, this may impact the mutual responsibilities of the Parties, including the delivery time, and may affect the pricing agreed upon previously.

5. Client Content

5.1. Intellectual Property Rights of whatsoever nature and all (contractual) proprietary rights in the Client Content created by the Client under this Agreement, shall be and remain vested in the Client.

5.2. The Operational Company has no knowledge of the Client Content, and is not responsible for the Content, including the legality, or non-infringement upon rights of third parties.

5.3. The Client indemnifies ECS and its affiliates, their director, employees and agents against all direct losses, damages and expenses with regard to the

Client Content, insofar as these can be attributed to the Client's act or omission.

6. Usage Restrictions and conditions

6.1. The Operational Company will provide access to the Service via the internet. The Client is responsible for selecting, using and maintaining the necessary facilities to operate the Service, including proper internet and telecommunication facilities.

6.2. The Client is granted a non-exclusive, non-sublicensable and non-transferable licence to use the Service in the Client's internal business operations for the duration of the Agreement.

6.3. The licence is granted for the number of permitted Users. The Operational Company will provide the Client with a username and password with which the Client can use and configure the Service.

6.4. The Client shall keep secret the usernames and passwords the Operational Company provides it with. The Operational Company is not responsible for abuse of usernames and passwords and may assume that a User who logs on for the Service, is indeed the Client. The Client shall inform the Operational Company if the Client suspects that the usernames and passwords have come in the possession of unauthorised persons. The Operational Company is entitled to undertake effective measures in these cases.

6.5. The Client will immediately electronically inform the Operational Company of any changes to the name, e-mail addresses and other details that are important for the Operational Company to provide the Service.

6.6. The Client may not a) sub-license the Service or in any other way make the Service available to any third parties, b) copy, decompile, attempt to determine or receive access to the source code, methods, algorithms or procedures of the Service or otherwise engage in "reverse engineering", or modify, adapt or create new works or software based on the Service, c) attempt to circumvent user restrictions in the Service.

6.7. The Operational Company is permitted to take technical measures to protect the Service.

6.8. If, in the reasonable opinion of the Operational Company, there is a risk to the functioning of the Service, computer systems or the network of the Operational Company or third parties and/or of the servicing through a network, the Operational Company is entitled to take any measure that is reasonably required to avert or prevent this risk.

6.9. If the Operational Company has secured the software or other documents using technical protection, the Client is not permitted to remove or circumvent this security or have it removed or circumvented.

7. Service Level

7.1. The Operational Company shall exercise reasonable professional care in providing the Service and performing its obligations under the Agreement, however the Operational Company does not guarantee that Service is without error or interruption, or fit for a specific purpose.

7.2. The Client accepts that the Service only includes the functionality and other properties as they exist when starting to use the Service (‘as is’), thus with all visible and invisible faults.

7.3. The Operational Company will make every effort to repair Defects in the Service within a reasonable period of time if they are reported to the Operational Company using a detailed description and in writing within a period of three (3) months from the occurrence of the Defect. The Operational Company may charge its usual rates for the repair of Defects if they’re caused by User faults or injudicious use by the Client.

7.4. The above obligation to repair is void if the Client modifies the Service or has it modified without the Operational Company’s prior written consent or if the Defect is otherwise attributable to the Client.

7.5. The repair of Defects is performed as decided by the Operational Company. The Operational Company is always entitled to apply alternative solutions or software workarounds or problem avoiding limitations in the software.

7.6. The Operational Company will make every effort to realise an uninterrupted availability (7 days a week, 24 hours a day) of the Services. If the Service is not available as a result of failures, maintenance or other causes, the Operational Company will make every effort to inform the Client of the nature and the expected duration of the interruption.

7.7. For the duration of the Agreement, the Client will be given free access to minor general updates and bug fixes of the Service. Unless extraordinary circumstances apply, the Operational Company will deploy updates and bug fixes in a way which does not interfere with use of the Service. The Client will be notified before the deployment of updates and bug fixes which are expected to affect use of the Service.

8. Updates

8.1. The Services are provided through information technology. Such technology may require maintenance and repair operations that may imply a temporary interruption in the provision of the Service. Except in case of urgency or exceptional circumstances, the Operational Company shall try to ensure that these interruptions take place at times on which the impact on the provision

of the Service is as limited as possible.

8.2. The Operational Company may, from time to time, develop new functions which are not included under the Agreement. No such functions are implemented or invoiced without the Client's prior consent.

9. Affiliates

9.1. This Agreement does not allow the Client to add Affiliates. Such Affiliates shall be required to enter into a separate Agreement with ECS.

10. Term

10.1. The applicable term and the applicable terms for renewal and/or termination of the Agreement are specified in the Order Form.

10.2. At the Client's request, upon termination of the Agreement the Client Content will be returned or deleted.

10.3. The Client's right to the use of and access to the Service ceases upon termination of the Agreement.

11. Subcontracting

11.1. The Operational Company may subcontract all or part of the Services to another company of the Euronext Group or a third party, upon providing the Client reasonable Notice. In case of subcontracting, the Operational Company shall remain liable and responsible for the proper performance of the Contract.

12. GDPR

12.1. The Operational Company shall process Personal Data on behalf of the Client as a Data Processor and only for the purposes defined in these Service Terms and the Order Form. The Operational Company shall process Personal Data in accordance with the Data Processing Agreement (DPA) referenced in these Service Terms.

Addendum 1 – Signatures

Within iBabs, documents can be digitally signed. This can relate to legal acts such as board resolutions, and agreements. The following applies when the Client chooses to make use of this feature.

1. The Client shall cooperate with the Operational Company, or third parties engaged by the Operational Company, to identify persons authorised to sign. It is at all times the Client's responsibility to verify whether persons are authorised to sign and to use and verify the correct data (by checking the identity document of users or not) for identification and the related authorization within the Service. The Operational Company is never responsible or liable for the identification of signatories.

2. The Client is responsible for the purpose and means of deploying the electronic signature. The Operational Company is only the facilitating party to make electronic signing possible. In addition, the Client is responsible for investigating (or having investigated) if any documents to be signed have a legal formal requirement.

3. The Client is fully authorised and responsible to appoint so-called 'functional administrators', who are authorised to sign and are authorised to appoint other persons authorised to sign both within and outside the Client's organization.

4. The Client acknowledges that the e-mail address provided by him can be regarded as the correct e-mail address and that this e-mail address serves for verification in order to be able to sign electronically.

5. The Client shall notify any change to his e-mail address in the following manner: support@ibabs.eu

6. The Client is responsible for the use of up to date and correct data of its employees. Furthermore, the Client is responsible for using the correct identification data of the external signer and hereby declares that he is authorised to use this data.

7. The Client is responsible for making a login method mandatory, in which two-factor authentication is required for the users of the Service or not.

8. The electronic signature consists of the entire process of signing (from identification to authentication). The Client agrees that this process of electronic signing is an electronic signature within the meaning of Article 3:15a of the Dutch Civil Code and Article 3(10) of the eIDAS Regulation, and the Client agrees that this method of signing is sufficiently reliable. The Client hereby agrees that legally valid legal acts and/or agreements can be concluded with this.

9. If there is any dispute about the identity of the signatories or the authenticity of the document, the Client agrees that the Operational Company is the authorised party to issue a statement about this with due observance of the

data known to the Operational Company (such as audit trail), and that this statement counts as compelling evidence, unless the Client provides proof to the contrary.

10. The Client indemnifies the Operational Company against any claim from third parties that is directly or indirectly the result of or is related to the non-verification or insufficient verification of the identity of the signatories and / or an insufficient or missing authority of the Client and / or its employees to use the data of the signatories.

Addendum 2 – iBabs Debrief

This Addendum is applicable when the Client has opted for 'iBabs Debrief' and forms an integral part of the Agreement to which it refers or is attached. It comes into force on the date which the Client first accesses the AI System, subject to the terms of the applicable Agreement.

This Addendum specifies the terms for the use of iBabs Debrief as an artificial intelligence system ("**AI System**") dedicated to record and transcribe speech spoken by a natural person on behalf of Client ("**User**"), as further described in the applicable operational and technical documentation associated with the AI System as either attached to this Addendum or made available on the iBabs website ("**Documentation**").

1. Obligation to inform Users
    a. iBabs undertakes that the AI System is intended to interact directly with natural persons. The AI System and in particular the audio recording and transcription, are designed to clearly inform its Users that they are interacting with an AI System.
    b. This obligation is met through appropriate technical means and interfaces that are visible and understandable to the Users.
    c. iBabs guarantees that this information will be available prior to any interaction with the AI System.

2. By accessing and using the AI System, the Client commits to:
    - informing the Users that they are interacting with an AI tool;
    - obtaining consent from the Users for being recorded and/or having their speech transcribed by an AI tool;
    - allowing the Users to be aware when the AI tool is recording or transcribing; and
    - offering the Users a way of withdrawing consent.

3. Identification of AI-generated content
    a. iBabs confirms that all synthetic content generated by the AI System is labelled in a machine-readable format and identifiable as artificially generated or manipulated. This technical implementation is implemented in the user interface, regardless of the transcription's source format.
    b. Labelling enables the automatic identification and complete traceability of artificially generated content.

4. Testing and evaluation procedures
    a. iBabs has implemented testing and evaluation procedures that demonstrate the performance, accuracy, robustness and reliability of the AI System. These procedures include measures to limit errors.
    b. The details of these procedures or the actions done have been documented in the Documentation.

5. Impact assessment of fundamental rights

a. Where relevant to the use of the AI System, iBabs may carry out impact and risk assessments relating to the confidentiality, security and quality of the transcripts, as well as the mitigation measures put in place. This assessment has been formalised in the Documentation and made available to the Client.
b. The impact assessment may be updated as necessary or in the event of a material change or modification of the AI System.
c. iBabs guarantees that the Documentation relating to the obligations as defined in this Addendum shall be accessible and kept up to date.

To the extent permitted by law and in accordance with the terms of the Agreement, iBabs shall not be liable for any damage or consequence resulting from the usage of the AI System by Client and/or its Users.

The Client acknowledges and accepts that the AI System is based on and operates using third-party components, software and systems. The Client irrevocably accepts and adheres to the terms and conditions imposed by these third parties, which are passed on to iBabs and may be amended by such third parties from time to time.