# SaaS and Professional Consulting Services Agreement

Exhibit 5: Version 230601

## 1. This agreement is entered into between:

1- TEXTMETRICS B.V., a private company with limited liability, incorporated under the laws of the Netherlands, having its registered seat in Arnhem, The Netherlands and its principal place of business in (6811 JZ) Arnhem on Oude Oeverstraat 120, registered at the Trade Register of the Chamber of Commerce in the Netherlands under number 61949809 ("Textmetrics");

2- CUSTOMER ("Customer");

Whereas:

- Textmetrics offers an augmented assisted writing tool and/or API in the form of a SaaS service;
- Customer wish to license the augmented assisted writing tool and or API from Textmetrics;

## The following terms governs customer and/or authorized user use of the services

1.1 "Agreement" means collectively all the terms, conditions contained or referenced in this document, the Ordering Form, the Textmetrics Acceptable Use Policy and all other operating rules, notices, policies and procedures that Textmetrics may publish from time to time on the Site.

1.2 "Authorized User" means (a) a named employee or named Permitted Third Party of a Customer and (i) who is authorized by Customer to use the Services, (ii) for whom Customer has purchased a subscription, and (iii) to whom Customer has supplied a user identification and password or has access to the Services through a valid API token issued by Textmetrics.

1.3 "Content" means information, data, media or other content provided by Customer or any Authorized User for use with the Services.

1.4 "Customer" means the company, or organization that has purchased the Services.

1.5 "Documentation" means the then-current user documentation for the Services.

1.6 "Ordering Document" means an order form for the Services either executed between Customer and Textmetrics.

1.7 "Permitted Third Party" means any individual that is not an employee of Customer, such as consultants, contractors, customers and agents of Customer.

1.8 "Textmetrics Acceptable Use Policy" "UAP" means Textmetrics' then-current acceptable use policy regarding Content of which the current version is included in Exhibit 1.

1.9 "Services" means the products and services that are ordered by Customer under an Ordering Document and made available by Textmetrics. An indicative description of the Services available at execution date of the Agreement, is included in Exhibit 2 "The Services".

## 2. Services and Restrictions

2.1 <u>Services</u>. Subject to the terms and conditions of this Agreement, Textmetrics grants to Customer a non-exclusive, non- transferable, and non-sublicensable right during the term of this Agreement to use the Services for Customer's internal business operations. Textmetrics further grants to Customer the right to allow Permitted Third Parties to use the Services solely in connection with Customer's business relationship with the Permitted Third Party. Any use of Services shall be (i) in accordance with the Documentation, and (ii) permitted solely for the Term, the maximum number of Authorized Users specified on any Ordering Document (including any enhanced functionality or additional services, if available). Customer's right to use the Services are subject to any limitations on use of the Services that may be based on the version of the Services for which Customer registers as set forth in the Documentation and/or as set forth in the Ordering Document (collectively, the "Scope Limitations").

2.2 <u>Restrictions</u>. The rights to use the Services granted hereunder are contingent upon Customer's and its Authorized Users' compliance with the Scope Limitations, this Agreement and the Textmetrics Acceptable Use Policy.

2.3 <u>General</u>. Customer shall be directly responsible for any violations of this Agreement by any party that it allows to access the Services including Authorized Users.

2.4 <u>Availability</u>. Textmetrics will use reasonable efforts to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable due to technical issues, or to permit maintenance or other development activity to take place, or in the event of Force Majeure. The Supplier will use reasonable efforts to notify Customer in advance about the details of any unavailability and to restore the Service. If the service is unavailable for more than 30 days, the contract can be terminated and a refund will be made pro Rata.This does not discharge Textmetrics from the obligation to solve any issue as soon as possible.

## 3. Customer Responsibilities

3.1 <u>Compliance</u>. Customer and its Authorized Users shall use the Services and the Content in accordance with this Agreement and the Textmetrics Acceptable Use Policy. Customer is responsible for all Authorized User activity in connection with the Services and all Authorized Users' compliance with the terms of this Agreement and the Textmetrics Acceptable Use Policy ("AUP"). Customer shall promptly handle and resolve any notices and claims relating to Content, including any notices sent to Customer by any person claiming that any Content violates any person's rights.

3.2 <u>Privacy Policy</u>. Customer acknowledges that the Services are hosted by a third-party provider. Customer should refer to the privacy policy posted by such third party and the policies referred to therein, which shall apply to the Services. Textmetrics shall notify Customer at the commence of the Services and prior to any change which third party hosts the Services. Textmetrics may remove or update its third-party provider at any time and any such successor provider's privacy policy shall apply to the Site and the Services.

3.3 <u>Personal data.</u> In the event that Textmetrics processes personal data as defined in Regulation 2016/679 of the European Parliament and Council, it shall enter into a data processing agreement with Customer to ensure that such processing is conducted in accordance with said Regulation and applicable laws.

3.4 <u>Responsibility for Content</u>. Customer acknowledges and agrees that (i) Customer has sole responsibility to determine which Authorized Users gain access to the Services and which Content such Authorized Users may access via the Services; (ii) Textmetrics has no obligation to monitor any Content, (iii) Textmetrics does not control, interpret, verify or endorse the Content that Customers or Authorized Users make available on the Services; (iv) Textmetrics is not responsible for the accuracy, completeness, appropriateness, copyright compliance or legality of any Content accessible using the Services. Customer is solely responsible for the development, content, operation, maintenance, and use of Content including but not limited to responsibility for: (i) any claims relating to Content, including claimed violations of applicable law; and (ii) properly handling and processing notices that are sent to Customer (or any Authorized User) regarding Content, such as by any person claiming that any Content violates such person's rights.

3.5 <u>Use in own work environment:</u> Access to the tool is strictly bound to Customers' own work environment, for own work only. It is not allowed to use the tool in a third-party work environment. If the tool is not used according to this article or if any suspicious activity is found in your account, we have the right to deny you further access and delete your account (without any liability).

3.6 <u>Warranties</u>. Customer hereby represents and warrants on behalf of itself and its Authorized Users that (a) it has all of the rights in the Content necessary for the uploading, use, display, publishing, sharing and distribution of the Content (including via Textmetrics's applications) in the course of using the Services; and (b) the storage, display, publication, performance, integration, use and transmission of Content through the Services does not violate any law or this Agreement.

3.7 <u>Unauthorized Use. Customer must promptly notify Textmetrics in writing of any unauthorized use of all or any portion of the Services; including any tenant or account administration of the Services. Authorized User login credentials are not permitted to be shared among Authorized Users or with any third parties. In the event of any such unauthorized use by any third party that obtained access through Customer or any of its Authorized Users, Customer will immediately notify Textmetrics and take all steps necessary to terminate such unauthorized use. Customer will provide Textmetrics with such cooperation and assistance related to any such unauthorized use as Textmetrics may reasonably request to the extent permitted by law.</u> Customer acknowledges that in order to protect transmission of Content to the Site and the Services, it is Customer's responsibility to use a secure encrypted connection to communicate with the Services.

## 4. Term and Termination

4.1 <u>Term</u>. Customer's and its Authorized Users' access to the Services shall remain in effect, unless earlier terminated, for the Services subscription term set forth in the Ordering Document for such subscription ("Term"). Subscriptions may not be canceled in whole or in part during any Term. The Term shall automatically renew for renewal terms of the same duration at Textmetrics at the prevailing rates in effect 60 days prior to the end of the contract date for the applicable Services, unless and until Customer or Textmetrics elects to non-renew the Term by providing written notice to the other Party at least 2 months prior to the end of the then-current Term.

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4.2 <u>Termination</u>. Either Party may terminate this Agreement (without resort to court or other legal action) if the other Party fails to cure a material breach within thirty (30) days after written notice of such breach. Refunds will apply only if there is culpable and gross negligence on the part of Textmetrics. Refunds will be calculated on a pro-rata basis. Either Party may terminate this Agreement if Either Party terminates or suspends its business without a successor or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Textmetrics may terminate Customer's or any individual Authorized User's access to all or any part of the Services at any time if required by applicable law, effective immediately, which may result in the forfeiture and destruction of all information by providing a written request to Textmetrics. No refunds are provided upon any such request for termination. Exception: Refunds will apply only if there is culpable and gross negligence on the part of Textmetrics or any employee of Textmetrics. Refunds will be calculated on a pro-rata basis.

4.3 <u>Effect of Termination</u>. Upon any termination or expiration of this Agreement, Customer and its Authorized Users' right to access and use the Services shall automatically cease. Textmetrics will delete all Content associated with the Customer's account within six (6) months following such termination or expiration. No refunds or credits of any prepaid fees shall be granted in the event of any termination or expiration. Exception: Refunds will apply only if there is culpable and gross negligence on the part of Textmetrics or any of its employees. Refunds will be calculated on a pro-rata basis. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 5. Disclaimer Limitation of Liability

5.1 <u>Disclaimer. THE SERVICES AND THE SITE ARE PROVIDED "AS IS," "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. TEXTMETRICS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, SERVICE PROVIDERS AND LICENSORS DO NOT WARRANT THAT: (I) THE SERVICES OR THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) THE SERVICES OR THE SITE WILL BE FREE OF DEFECTS OR ERRORS, (III) THE SERVICES OR THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (IV) THAT NEITHER THE SERVICES OR THE SITE WILL NOT HARM COMPUTER SYSTEMS; OR (V) THE RESULTS OF USING THE SERVICES OR THE SITE WILL MEET CUSTOMER'S OR AUTHORIZED USERS' REQUIREMENTS. Exception to (III) and (IV) is that Textmetrics is liable if Textmetrics was culpable and showed gross negligence in selecting and using the software.</u>

5.2 <u>Limitation of Liability</u>. Except for: (i) each party's indemnification obligations hereunder; (ii) Customer's breach of Section 2.2 (Restrictions), Section 3 (Customer Responsibilities), or Section
9.8 (Export Control); or (iii) Customer's violation of Textmetrics's intellectual property rights, each Party's maximum cumulative liability for any claims, losses, costs (including attorney's fees) and other damages arising under or related to this Agreement, regardless of the form of action, whether in contract, tort (including but not limited to negligence or strict liability) or otherwise, will be limited to actual damages incurred, which will in no event exceed the greater of the aggregate amount of subscription fees paid by Customer for the Services for the twelve month period immediately preceding the date upon which the events giving rise to such claim occurred.

5.3 <u>Exclusion of Damages</u>. IN NO EVENT SHALL TEXTMETRICS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, VENDORS OR LICENSORS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES,INCLUDING FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF TEXTMETRICS HAD BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. Exception to this article is that Textmetrics is liable if Textmetrics was culpable and showed gross negligence in selecting and using the software.

## 6. Intellectual Property Rights Indemnification

6.1 <u>Proprietary Rights</u>. Textmetrics (and its licensors, as applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Services (or any underlying technology or content within the Services). Further, Customer's license to use and access the Services will be automatically revoked if Customer violates this Agreement in a manner that violates Textmetrics or any third party's intellectual property rights. No title or ownership of any proprietary rights related to the Services is transferred to Customer or any Authorized User pursuant to this Agreement. All intellectual property rights not explicitly granted to Customer or any Authorized User are reserved by Textmetrics. If Customer provides comments, suggestions, or recommendations to Textmetrics with respect to the Services (including without limitation with respect to modifications, enhancements, improvements, other changes to the Services) (collectively, the "Feedback"), Customer hereby grants to Textmetrics a worldwide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Service s.

6.2 <u>Indemnification by Textmetrics</u>. Textmetrics shall defend, indemnify and hold Customer its affiliates and each of their respective employees, contractors, directors, officers, suppliers and representatives harmless from any damages, claims and expenses, including reasonable attorney's fees and costs awarded against Customer that arise from or relate to of a third-party claim that the Services, as provided by Textmetrics, infringes upon any third-party copyright, trademark or patent ("IP Claim"). Textmetrics will not be liable for any IP Claim arising from or based upon: (i) any unauthorized use of, unauthorized access granted to or unauthorized distribution of the Services; and/or (ii) use of any Content with or in the Services. If the Services become, or, in Textmetrics's opinion, is likely to become, the subject of an IP Claim, Textmetrics may, at its option and expense, either: (i) obtain the right for Customer to continue using the Services in accordance with this Agreement; (ii) replace or modify the Services so that it becomes non- infringing while retaining substantially similar functionality; or (iii) if neither of the foregoing remedies can be reasonably affected by Textmetrics, terminate this Agreement (without need for a ruling by a court or arbitrator) and refund Customer any

prepaid fees covering the remainder of the term of the terminated subscription. THIS SECTION 6.2 STATES TEXTMETRICS' SOLE AND ENTIRE OBLIGATION AND LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY, FOR INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS. Textmetrics can only be held liable for direct damage (not for indirect or consequential damage) and then only for an amount that can never exceed the total amounts invoiced by Textmetrics to Customer in the preceding 12 months counted from the moment the damage is sustained.

6.3 Indemnification by Customer. Customer shall defend, indemnify and hold harmless Textmetrics, its affiliates and each of their respective employees, contractors, directors, officers, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to any third party claims alleging: (i) violation of any privacy or other rights of any third party or any Authorized User in connection with the Services (except to the extent arising from an IP Claim) or (ii) infringement, of the intellectual property rights of any third party by Customer or any Authorized User (each, a "Customer Claim").

6.4 Conditions. Each party's indemnification obligations hereunder are subject to: (i) prompt notification of a claim in writing to the indemnifying party; (ii) consent to allow the indemnifying party to have sole control of the defense and any related settlement negotiations; and (iii) provision of information, authority and assistance as necessary for the defense and settlement of the IP Claim or Customer Claim to the extent permitted by law.

## 7. Fees

### Payment and Taxes

7.1 Customer shall pay all fees due within thirty (30) days from the date of Textmetrics' invoice therefore, unless otherwise stated on an Ordering Document. The Term mentioned on the Ordering Form is also the payment term.Fees are not subject to any right of offset or suspension and all payments shall be non-cancelable, non-refundable (see possible refunds stated in 2.4 and 4.2) and non-creditable. Fees do not include sales, use, value-added or other taxes or duties. Customer agrees to pay all applicable taxes and duties on Fees for which Textmetrics is required to pay or account, exclusive of any tax on Textmetrics's income. Customer shall directly pay any such taxes or duties assessed against it, unless Customer provides Textmetrics in a timely manner with a valid certificate of exemption or other evidence that items are not taxable. If Customer is required by law or regulation to make any deduction or withholding (whether on account of tax or otherwise) from any payment, Customer shall notify Textmetrics in writing of such deduction or withholding requirement prior to making the payment to Textmetrics. Customer shall, in accordance with the law, withhold such deduction or withholding taxes from the amount due to Textmetrics, remit the deduction or withholding taxes to the appropriate tax authority, and furnish Textmetrics with proof of payment of such deduction or withholding taxes within thirty (30) days following payment thereof. Where Textmetrics is entitled under any applicable tax treaty to a reduction in the rate of, or the elimination of, applicable withholding tax, the parties agree to cooperate in accordance with applicable law to claim such a reduction. If Customer fails to make any payment when due hereunder, Textmetrics will be entitled to withhold further orders to Customer. If the Customer fails to pay any Fee when due, then Textmetrics may charge Customer interest in an amount of one percent (8%) per year, or such lower rate

as may be mandated by applicable law, on the unpaid balance from the due date and/or suspend access to the Services.

## 8. Confidentiality

8.1 Each Party will hold in confidence the other Party's Confidential Information and will not disclose or use such Confidential Information except as necessary to exercise its express rights to perform its express obligations hereunder. Any Party's disclosure of the other Party's Confidential Information may be made only to those of its employees or consultants who need to know such information in connection herewith and who have agreed to maintain the Confidential Information as confidential as set forth herein. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such Party, to the extent permitted by law, provides the other Party with prompt notice of such order or requirement in order that it may seek a protective order. Each Party's confidentiality obligations hereunder will continue for a period of one (1) year following any termination of this Agreement, provided, however, that each Party's obligations will survive and continue in effect thereafter with respect to, and for so long as, any Confidential Information continues to be a trade secret under applicable law. The Parties acknowledge and agree that the Services and all pricing information shall be treated as the Confidential Information of Textmetrics.

8.2 "Confidential Information" means non-public information that is disclosed by or on behalf of a Party under or in relation to this Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure. Confidential Information does not include information which, and solely to the extent it: (i) is generally available to the public other than as a result of a disclosure by the receiving Party or any of its representatives; (ii) was known to the receiving Party prior to the date hereof on a non-confidential basis from a source other than disclosing Party or its representatives; (iii) is independently developed by the receiving Party without the benefit of any of the disclosing Party's Confidential Information; (iv) becomes lawfully known to the receiving Party on a non-confidential basis from a source (other than disclosing Party or its representatives) who is not prohibited from disclosing the information to the receiving Party by any contractual, legal, fiduciary or other obligation; or
(v) was disclosed by the disclosing Party to a third party without an obligation of confidence. In any dispute concerning the applicability of these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.

## 9. General

9.1 Entire Agreement; Severability; No Waiver; Headings. This Agreement is the entire agreement between Customer and Textmetrics with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Textmetrics and Customer with respect to the Services, including any prior version of this Agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and

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enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. In addition, this Agreement shall supersede any conflicting or contradictory terms contained in any purchase order, order form, or any other document Customer submits to any of Textmetrics's designated vendors in connection with a purchase of a subscription to the Services, and any such conflicting or contradictory terms will be of no force or effect. Failure to enforce any part of this Agreement shall not constitute a waiver of any right to later enforce that or any other part of this Agreement. The section and paragraph headings in this Agreement are for convenience only and shall not affect their interpretation. This Agreement may be amended by mutual consent of both parties.

9.2 <u>Governing Law; Jurisdiction</u>. This Agreement is governed by the law of the Netherlands. Application of the Vienna Convention of 1980 is excluded. Disputes that cannot be settled amicably shall be exclusively submitted to the competent court in Arnhem, The Netherlands.

9.3 <u>Professional Service</u>. Customer may request Textmetrics to provide certain professional services that are ancillary to the Services, such as integration or customization ("Professional Service"). In such an event, the parties will enter into a Statement of Work ("SOW") that refers to and is subject to this Agreement and sets forth the scope and description of the Professional Service, deliverables, parties' responsibilities, completion dates, fees and payment terms, and any other relevant information.

9.4 <u>Modification.</u> Textmetrics reserves the right, in its sole discretion to change or update the Services (including without limitation, the availability of any feature or functionality) at any time by sending notice via email to Customer. Customer's continued use of the Services following notification of any such changes constitutes acceptance of those changes.

9.5 <u>Third Party Materials</u>. The Services may include certain open source or other third-party software, data, or other materials (the "Third Party Materials") that are separately licensed by their respective owners. Textmetrics represents that if the Services are used in accordance with this Agreement, such use shall not violate any license terms for the Third-Party Materials. TEXTMETRICS MAKES NO OTHER REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING THE THIRD-PARTY MATERIALS, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO CUSTOMER'S USE THEREOF, besides if Textmetrics was culpable and showed gross negligence in selecting and using the software.

9.6 <u>Statistical Information</u>. Textmetrics may collect and use certain statistical and usage information relating to the Services and may use it to improve its Services and to monitor compliance with the AUP. This information may include, but is not limited to, size and number of applications, sharing statistics, login statistics, session information (e.g., number, duration, error messages, types/number of users, applications and/or charts used and API usage). The collection and use of this information will be governed by Textmetrics's Cookie Statement and Privacy Policy.

9.7 <u>Force Majeure.</u> Parties shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Parties reasonable control, including, without limitation,(i) mechanical, electronic or communications failure or degradation; (ii) force majeure of Textmetrics's suppliers, (ii) the failure to properly fulfill

obligations by suppliers which the Customer has instructed to use; (iii) government measures; (iv) power failure, internet failure, data network or (v) telecommunications facilities, (vi) war and (vii) general transport problems.

9.8 <u>Verification and Compliance</u>. Customer acknowledges that Textmetrics may monitor use of the Services in order to verify that Customer has not exceeded its permitted number of Authorized Users or violated or circumvented any limitations or restrictions on allocation or reassignment of access to the Service. If Textmetrics becomes aware of any excess usage or violations of allocation restrictions, then Textmetrics may: (a) require Customer to pay for the excess usage at prevailing rates for the Services; (b) suspend or terminate Customer's access to the Services; or (c) exercise any other remedy that may be available to Textmetrics. Upon Textmetrics's written request, Customer shall furnish Textmetrics with a signed certification certifying that the Services are being used pursuant to the terms of this Agreement, including any Scope Limitations and/or access and user limitations. With prior reasonable notice, If Textmetrics becomes aware of any excess usage or violations of allocation restrictions, then Textmetrics may audit Customer's compliance with this Agreement and/or use of the Services. If such inspections disclose that Customer has accessed or permitted access to Services in a manner that is not permitted under this Agreement, then Textmetrics may terminate this Agreement pursuant to Section 4 and Customer shall be liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Textmetrics may be entitled to under this Agreement and applicable law.

9.9 <u>Assignment; Relationship between the Parties</u>. This Agreement is not assignable, transferable or sublicensable by Customer except with Textmetrics's prior written consent. Textmetrics may assign, transfer or delegate any of its rights and obligations hereunder without consent of Customer, provided this does not have a material negative impact on Customer. No agency, partnership, joint venture, fiduciary, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

9.10 <u>Notices</u>. All notices concerning a default, breach or violation of this Agreement by Customer or Textmetrics must be in writing to the contact person mentioned in the Ordering Form.

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# Exhibit 1

## Acceptable use policy ('AUP')

This provision ("AUP") sets out the rules governing the Customer's use of the Service. In the event that Textmetrics has reasonable grounds to suspect that the Customer is in breach of this AUP, Textmetrics may suspend the Customer's access to the Service. Suspension caused by the Customer's non-compliance with this AUP or other provisions set out in these Terms, does not affect the Customer's obligation to pay for the Service.

- The Customer shall not use the Service to harm others or the Service. For example, the Customer shall not use the Service to harm, threaten, or harass another person, organization, or Textmetrics.
- You may not use the Service to attempt to build a similar service or website or to build a product using similar features or functions.
- We reserve the right to suspend the Service should usage of the Service exceed fair use (in case of crawler api this is 15.000 pages per workday per domain. The domains are specified in the order form exhibit 3) for a significant period of time. Before suspending the Customer's account(s), we will reach out to notify the Customer of the excessive use.
- Use the Service in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, and the Documentation.
- Access or use the Service in any way intended to improperly avoid incurring fees or exceeding user limits or quotas.
- Share passwords or other access information or devices, or otherwise authorized any third party to access or use the Software or the Service.
- Use the Service to engage in any unlawful or fraudulent activity.
- Use the Service in connection with or operation of facilities, systems, devices, or in other situations in which the failure of the Service could lead to death, personal injury, or physical property and/or environmental damage.
- Sell, lend, rent, resell, lease, sublicense, or otherwise transfer any of the rights granted to the Customer with respect to the Service to any third party.
- Modify, alter, tamper with, repair or otherwise create derivative works of the Service or any Software that accompanies the Service.
- Use any unauthorized means to modify, reroute, or gain access to the Service or attempt to carry out these activities.
- Use any automated process or service (such as a bot, a spider, or periodic caching of information stored by Textmetrics) to access or use the Service.
- Damage, disable, or impair the Service (or any network connected to the Service).
- Reverse engineer, disassemble, or decompile the Software used to access the Service.
- Access or attempt to access Textmetrics's other accounts, computer systems, or networks not covered by the Agreement.
- Cause inordinate burden on the Service or Textmetrics's system resources or capacity.
- Remove, obscure, or alter any proprietary rights notices pertaining to the Service.

Textmetrics reserves the right, in its sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate or limit Textmetrics's response to a future complaint.

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# Exhibit 2

## Services

**This indicative description of the Services does not constitute a warranty nor any rights on specific Services.** The Services will change from time to time with the release of new functions and changes. Eg. the AI assistant is based on OpenAI and availability can thus not be guaranteed. In case Textmetrics guarantees the delivery of any Services, these should be defined in the Ordering Document.

Supplier offers an augmented assisted writing platform in the form of a SaaS service (online application) and offers access to an API which can be used for integrating in Customer's systems.

The Textmetrics platform supports users when writing texts. The system provides extensive tips and suggestions to the writer about the general text quality requirements and / or specific quality requirements for a department. All reports and algorithms can be adapted to the wishes of the user. If required, specific custom algorithms can be added.

The Textmetrics Application is an online (web based) augmented writing environment (editor) with algorithms that analyze the user's text and provide suggestions to: change findability, change readability, encourage active use of language, change credibility, support gender orientation, support keyword analysis. The analysis and suggestions are available for multiple languages (see website for current list). The application also offers functionality to scan (parts of) websites for content quality.

Additional functionality: 1- By means of the "Textmetrics API", a Customer or third party can integrate the content analysis and suggestions in its own applications. 2- Or use the "Crawler API" to get data acquired by the Textmetrics crawler. 3- Within the Textmetrics application it is also possible to analyze websites with the "crawler functionality". 4- It is also possible to analyze job descriptions and analyze if the right "Pull Factors" are mentioned. 5- Bulk analyses / operations. 6- Single Sign On. 7- Plugins. All these additional functionalities (1, 2, 3, 4, 5, 6, 7) are only part of the service if mentioned explicitly as such in the Order Form (Exhibit 1).

## Support

**Support is available by an online knowledgebase, chat support (mon-fri 9:00-17:00 CET) and account management (mon-fri 9:00-17:00).** To use the Textmetrics application or API no software needs to be installed but it might be necessary that customer creates an own interface within the customer's application. This interface is not part of the Textmetrics service.

Availability, updates, platform: Application availability > 99,5%, Monday-Saturday 08:00-18:00 CET. Supplier regularly releases updates to the platform. These updates are done outside normal (CET) business hours and Supplier will always try to minimize the impact on availability. Critical fixes can be done during business hours.

The platform technical infrastructure is shared with other customers. Supplier is taking technical measures to prevent abuse and excessive use and tries to minimize impact on performance by other users in the system. Supplier does not provide technical documentation of the platform.

Other: The service is provided as-is and is considered to be known by customer by ways of e.g. testing.

For other countries implementation fees (hours) are required. The amount of work needed will be discussed and described in the order form.

# PROFESSIONAL CONSULTING SERVICES AGREEMENT

This part is only applicable for professional consulting services defined in the order document Exhibit 3. Or if specified in other agreements that refer to these terms.

## 1. Terms and conditions

Definitions

As used in this Agreement:

1.1 "Deliverable" means the result of the Project

1.2 "Project" means the statement of work to be carried out by Textmetrics as described in the ordering document (exhibit 3) under "professional consulting services" or any other document that refers to this agreement.

1.3 "Rates" means the rates for services as described in 3.4

1.4 "Services" means the services as described in the ordering document (exhibit 3) under "professional consulting services" or any other document that refers to this agreement.

## 2. Engagement

Subject to the terms and conditions contained herein, Customer has engaged Textmetrics to carry out the Project.

## 3. Compensation

3.1 Rates. Customer shall pay Textmetrics the Rates for each hour worked by employees or agents of Textmetrics in connection with the Project up to the amounts that have been agreed for the Project. Textmetrics will inform Customer if it expects that there will be an overrun of the amount that has been agreed and parties will discuss the consequences of such overrun for the Project.

3.2 Expenses. Customer shall reimburse Textmetrics for travel and hotel costs and expenses in connection with the performance of the Project. These travel expenses are 0,19 cents per driven kilometer by car or the real costs for traveling. Other / hotel expenses are the real costs.

3.3 Working day. Textmetrics shall invoice Customer based on the number of hours or part of hours worked with a minimum unit of 15 minutes.

3.4 The professional service rates depend on the seniority of the consultant / engineer, rates below are hourly rates in euro's excl VAT:
- Senior: 125,-
- Medior: 95,-
- Junior: 80,-

## 4. Facilities

Customer shall provide, if required, suitable office accommodations, including use of Internet connection at Customer's premises, for employees or agents of Textmetrics engaged in the execution of the Project.

## 5. Staffing

Textmetrics warrants that it has the appropriate abilities and skills to complete the Project and that its professional abilities conform to generally accepted industry standards. Textmetrics will use reasonable endeavors to ensure that the Project is scheduled and completed as agreed between the parties.

## 6. Reporting and acceptance of the project

Textmetrics and Customer shall agree in writing upon a target schedule for the completion of the Project. Textmetrics shall send Customer every month a detailed statement summarizing the work performed in the previous month in connection with the Project and the estimated work remaining to complete the Project.

Textmetrics' sole obligation for the warranty set out herein will be to correct any non-conformance in the Deliverable. Textmetrics shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or any other fault of the Customer.

## 7. Payments

7.1 Textmetrics shall invoice Customer monthly in arrears for all work performed in connection with the Project.

7.2 Textmetrics shall invoice Customer monthly in arrears for all expenses incurred in connection with the Project. Proof of expenses for the particular expense shall accompany all invoices for expenses.

7.3 Payment from Customer shall be due within 30 days of the date of invoice.

7.4 Customer shall pay interest charges of 8% percent per year or part thereof for all late payments.

## 8. Confidential information

Under this Agreement, "Confidential Information" refers to any and all information of a Party ("Disclosing Party") that has been disclosed to the other Party ("Receiving Party"), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure ought to reasonably be considered as confidential. Confidential Information includes, but is not limited to, all information concerning a Party's existing business, business systems, business plans and information systems, trade secrets, prices, and pricing information.

Each Party will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other Party's Confidential Information in strict confidence. Customer agrees not to use Textmetrics Confidential Information in any way, except as expressly permitted by or required to achieve the purposes of this Agreement, and Textmetrics agrees to use Customer's Confidential Information solely for the purpose of carrying out the Project. Both Parties agree to use all reasonable efforts to protect unauthorized use or distribution of Confidential Information and the Receiving Party agrees to use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the Disclosing Party as the Disclosing Party uses to protect its own Confidential Information.

The Receiving Party further agrees not to disclose or permit any third party access to the Disclosing Party's Confidential Information, except such disclosure or access will be permitted in order to carry out the Project. Each Party agrees to ensure that its employees, agents, representatives, and contractors are advised of the confidential nature of the Confidential

**Textmetrics**

Information and are precluded from taking any action prohibited under this Agreement.

Confidential Information will not include information of the Disclosing Party which: (i) is publicly available as of the date of the Agreement or becomes publicly available thereafter through no fault of the Receiving Party; (ii) the Receiving Party rightfully possessed before it received such information from the Disclosing Party; (iii) is subsequently furnished to the Receiving Party by a third party without restrictions on disclosure; or (iv) is required to be disclosed by law provided that the Receiving Party will promptly notify the Disclosing Party and cooperate, at the Disclosing Party's expense permitted by law, to permit the Disclosing Party to seek appropriate protective orders from the issuing court of government authority limiting disclosure or use of the Confidential Information.

Except if explicitly stated in this Agreement, the Receiving Party is not granted a license or conveyance of Disclosing Party's Confidential Information or any intellectual property rights therein. Title to the Disclosing Party's Confidential Information shall remain solely with the Disclosing Party.

## 9. Term

This Agreement shall continue until the completion of the Project unless sooner terminated as provided herein.

## 10. Termination

Both parties may, at their sole discretion terminate this Agreement upon giving 30 days written notice to the other party. Upon such notice being given, Textmetrics shall cease to carry out the Project and prepare a final invoice and detailed statement regarding the work performed. If this Agreement is terminated, Customer shall pay Textmetrics all sums payable for work performed and expenses incurred prior to termination. Refunds will apply only if there is culpable and gross negligence on the part of Textmetrics or any employee of Textmetrics. Refunds will be calculated on a pro-rata basis.

Upon termination of this Agreement, Textmetrics shall return to Customer all information regarding Customer obtained in the course of this Agreement, related to the Project.

## 11. No joint venture

In making and performing this Agreement, Textmetrics and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between Textmetrics and Customer.

## 12. Non-hiring of employees

Neither party shall hire or otherwise engage the employees or agents of the other party directly connected to the Project during the term of this Agreement and for 12 months thereafter.

## 13. Survival

Paragraphs 8,10, 17 and 18 shall survive termination of this Agreement.

## 14. Assignment

This Agreement shall bind and insure to the benefit of the successors and assigns of the parties. Customer and Textmetrics may not assign this Agreement without the prior written consent of the other. Such consent will not be withheld if the proposed assignment is to a parent or subsidiary of the assignor or to a successor firm carrying on the business of the assignor. Any transferee of this Agreement must agree in writing to be bound by these terms and conditions.

## 15. No waiver

No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

## 16. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation, which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Agreement.

## 17. Liability

17.1.    Textmetrics will indemnify the Customer for direct damage to property, caused by the gross negligence or willful misconduct of its employees or agents in connection with the Project.

17.2.    Textmetrics's liability in respect of death or personal injury caused by its negligence shall be unlimited.

17.3.    Save for Textmetrics's liability as detailed in sub-clause 17.2 the entire aggregate liability of Textmetrics under or in connection with the Project shall in respect of any direct loss or damage whether in contract, tort or otherwise shall not exceed the total amount paid by Customer to Textmetrics in connection with the Project.

17.4.    In no circumstances shall Textmetrics be liable for any indirect, special, consequential loss or damage or loss of revenue, profits, contracts, goodwill, corruption or destruction of data resulting from any Services supplied, or delay in the supply or delivery of such Services.

17.5.    The Customer shall indemnify and defend Textmetrics and its employees and agents in respect of any claims by third parties which are occasioned by or arising from any Textmetrics performance pursuant only to the faulty instructions of the Customer.

## 18. Intellectual property indemnity

Textmetrics shall indemnify and save harmless Customer from and against any and all actions, claims, demands, causes of actions and/or liability (including legal fees and disbursements) arising from any suit or proceeding brought against Customer insofar as it is based on a claim that the Deliverable, or any part thereof, provided by Textmetrics under this Agreement constitutes an infringement of any right of intellectual property, including but not limited to patent or copyright, if Textmetrics is notified as soon as possible in writing and given sole authority to defend such claim. Upon Textmetrics' request, the Customer shall provide such information and assistance to Textmetrics (at Textmetrics' expense) as is reasonably necessary for the defense of such a suit or proceeding.

The Customer shall make no statement, representation or otherwise to any third party regarding any such suit or claim. In case the Deliverable, or any part thereof, is in such suit or proceeding, held to constitute an infringement and the use of the Deliverable or any part thereof is enjoined, Textmetrics shall, in addition to the foregoing and at its own expense and sole option, either procure for Customer the right to continue using the Deliverable or part thereof, or replace same with non-infringing products or services of equivalent functionality and performance to those contracted for, or modify the Deliverable so they becomes non-infringing.

Textmetrics shall not be liable to Customer under any provision of this clause if any intellectual property infringement claim is based upon the use of the Deliverable in a manner for which the Deliverable or part were not designed provided, and to the extent (i) such use does not reasonably constitutes an

Textmetrics

intended or expected use and (ii) the infringement claim would have been avoided but for such use.

This indemnity shall continue to apply after termination of this Agreement and any applicable period of prescription shall not commence to run until Customer has received notice of any infringement claim.

## 19. Entire agreement

This Agreement, including the attached Exhibits, shall constitute the entire agreement between the parties as to the matters hereunder and there are no other contracts, express or implied. This Agreement may only be modified by an agreement in writing signed by both parties.

## 20. Governing law

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the Netherlands. The parties shall submit any dispute that cannot be settled amicably exclusively to the competent court in Arnhem, The Netherlands.

## 21. Notices

Service of notice to either party shall be made in writing at the address set forth in the ordering document Exhibit 3:

## 22. Rights to deliverable

All right, title and interest to any copyrights and other intellectual property rights ("Intellectual Property Rights") in and to the Deliverable developed by Textmetrics in the course of the Project are the sole and exclusive properties of Textmetrics. Textmetrics hereby grants to Customer the same rights to use the Deliverable as defined in section 2.1 of the Textmetrics SaaS Agreement.

## 23. Headings

The headings of this Agreement are for convenience only and shall have no effect on the meaning or interpretation of this Agreement.

**Textmetrics**