



GENERAL TERMS AND CONDITIONS

General Terms and Conditions RocketCode B.V.

Version 1.0 · June 2026 · Project Terms



Article 1 - Definitions

In these general terms and conditions, the following definitions apply:

- **RocketCode:** RocketCode B.V., having its registered office at Gouwzee 3B, 3891 GH Zeewolde, the Netherlands, registered with the Dutch Chamber of Commerce under number 81418574.
- **Client:** the natural person or legal entity that concludes or wishes to conclude an agreement with RocketCode, acting in the course of a profession or business.
- **Agreement:** any agreement concluded between RocketCode and the Client, any amendment or addition thereto, as well as all legal acts in preparation for and performance of that agreement.
- **Services:** all services provided or to be provided by RocketCode to the Client, including but not limited to software development, web development, AI development, automation, consultancy, hosting, support and maintenance.
- **Materials:** all works developed, contributed or created by RocketCode in the context of the Agreement, including standard solutions, frameworks, libraries, templates, technical architectures, methodologies, documentation, know-how, generic software components, software, source code, applications, AI configurations, prompts, workflows, designs, reports and other deliverables, including RocketCode's own platforms (currently including the Orbit platform).
- **Custom Work:** the Materials developed specifically for the Client that are expressly designated as custom work in the Agreement, quotation, statement of work or other written arrangement.
- **AI Services:** services that make use of artificial intelligence, machine learning, large language models or automated support or decision-making, including RocketCode's own AI platforms (currently including the Orbit platform).
- **Updates:** minor changes to the Materials, including patches, bug fixes and maintenance releases, aimed at maintaining or correcting existing functionality.
- **Upgrades:** major changes to the Materials, including new versions, expansion of functionality or substantial revisions of architecture or technology.
- **Fair Use Policy:** the reasonable use by the Client of the Materials and Services.
- **Operational Use:** the moment at which RocketCode has delivered the Materials to the Client, increased by five (5) Business Days, or the moment at which the Client actually takes the Materials into use for productive or operational purposes, whichever is earlier.
- **Special Categories of Personal Data:** personal data as referred to in Article 9 GDPR.
- **Personal Data:** any information relating to an identified or identifiable natural person within the meaning of the GDPR.
- **Data Processing Agreement:** the separate agreement concluded between the parties, where applicable, setting out arrangements for the processing of personal data by RocketCode on behalf of the Client.
- **In Writing:** communication by letter, e-mail or via a digital platform agreed between the parties, provided that the identity of the sender and the integrity of the content are sufficiently established.
- **Business Days:** Monday to Friday, excluding national and officially recognised public holidays in the Netherlands.

Article 2 - Applicability

2.1 These general terms and conditions apply to all quotations, offers, Agreements and provision of Services by RocketCode, unless expressly agreed otherwise In Writing.

2.2 The applicability of any general terms and conditions of the Client is expressly rejected, unless RocketCode has expressly accepted their applicability In Writing.

2.3 Deviations from these general terms and conditions are only valid if and to the extent they have been expressly agreed In Writing, and apply solely to the specific Agreement for which they were agreed.

2.4 If one or more provisions, or parts thereof, of these general terms and conditions are or become void, are annulled, are voidable, or otherwise lose their legal validity, the remaining provisions, and the remaining parts of the relevant provision(s), shall remain in full force. The parties shall consult to establish a new provision to replace the void or annulled provision, aligning as closely as possible with the purpose and intent of the original provision.

2.5 In the event of conflict between provisions, the following order of precedence applies: (1) the Agreement; (2) any appendices and further written arrangements to the Agreement; (3) these general terms and conditions.

2.6 These general terms and conditions shall continue to apply unless objection is made In Writing to any changes within 30 (thirty) days of the date of the change. Changes to, and additions to, RocketCode's General Terms and Conditions and/or the Agreements concluded between RocketCode and the Client are only valid if recorded In Writing by RocketCode. Changes are announced In Writing at least 30 days in advance via the e-mail address of the Client's contact person known to RocketCode.

2.7 If the Client (or its trade name) refers to several (legal) persons or undertakings, they shall be jointly and severally liable for the fulfilment of all obligations under the Agreement concluded with RocketCode.

Article 3 - Quotations and offers

3.1 All quotations and offers by RocketCode are without obligation.

3.2 Quotations are valid for 30 days from their date, unless stated otherwise. RocketCode is entitled to revoke a quotation up to no later than two (2) Business Days after receipt of acceptance.

3.3 RocketCode cannot be held to its quotations if the Client should have understood that the quotation, or any part thereof, contains an obvious mistake or clerical error. Such errors are reported without delay.

3.4 The Client warrants the accuracy and completeness of the data provided by or on behalf of the Client on which RocketCode bases its offer.

3.5 A composite price quotation does not oblige RocketCode to perform part of the assignment for a corresponding part of the quoted price.

3.6 Quotations do not automatically apply to future assignments.

Article 4 - Formation of the agreement

4.1 The Agreement is formed by the Client's written acceptance of RocketCode's quotation, or at the moment RocketCode actually begins performing the assignment at the Client's request.

4.2 Oral acceptance or instructions bind RocketCode only after written confirmation.

4.3 When concluding the Agreement, before commencing or continuing performance, RocketCode is entitled to require an advance payment of up to 50% of the agreed price, or to request the Client to provide other security, such as a bank guarantee. If the requested advance payment or security is not or insufficiently provided, RocketCode is entitled to suspend or terminate the Agreement without any obligation to pay compensation.

4.4 RocketCode reserves the right to refuse assignments without stating reasons.

Article 5 - Performance of the agreement

5.1 RocketCode shall perform the Agreement to the best of its insight and ability, in accordance with the standards of good workmanship and the state of science and technology known at the time. The Agreement has the character of a best-efforts obligation, unless a result is expressly promised in the written Agreement and that result is also defined with sufficient precision.

5.2 RocketCode is entitled to have certain work carried out by third parties. RocketCode remains responsible for directing these third parties and shall exercise reasonable care in their selection.

5.3 Delivery dates stated by RocketCode are indicative and can never be regarded as strict deadlines, unless expressly agreed In Writing as such. In the event of a threatened overrun, the parties shall consult.

5.4 If the Agreement is performed in phases, RocketCode is entitled to postpone the start of a subsequent phase until the Client has approved the results of the preceding phase In Writing and has paid the associated invoice.

5.5 RocketCode is entitled to suspend performance of the work for as long as the Client fails to meet its payment obligations or other material obligations under the Agreement.

5.6 Unless expressly agreed otherwise In Writing, the Services do not include ongoing monitoring, support, maintenance, Updates, Upgrades, security patching, backup or recovery work after delivery. Such work is performed only if and to the extent expressly included in the Agreement or a separate written agreement.

5.7 If the Services make use of services or infrastructure of third parties, including hosting, cloud, model, API or software providers, RocketCode depends on those third parties for their availability and performance. RocketCode is not liable for damage, claims, fines or other consequences arising from failures, errors, price changes or shortcomings of such third parties, except in the event of intent or deliberate recklessness on the part of RocketCode.

Article 6 - Client obligations

6.1 The Client ensures that all data, materials and cooperation that RocketCode indicates it needs, or that the Client should reasonably understand to be necessary, are provided to RocketCode in a timely and correct manner. Delay resulting from the Client's failure to provide these in time is for the Client's account and risk.

6.2 The Client appoints a fixed, authorised contact person who can make decisions on the Client's behalf and is available for consultation during performance of the Agreement.

6.3 The Client is responsible for its own systems, networks, data and environments to which RocketCode provides Services, and ensures their adequate security.

6.4 If, due to the Client's failure to meet the obligations under this article, RocketCode incurs additional costs, these are charged at the rates stated in the Agreement, or in the absence thereof at RocketCode's then-current hourly rates.

6.5 To the extent RocketCode provides usernames, passwords or other access credentials in the performance of the Agreement, the Client is responsible for keeping these safe and is liable for unauthorised use, unless such use results from intent or deliberate recklessness on the part of RocketCode.

6.6 The Client is responsible for the timely assessment of concepts, advice, code, output, documentation and other results delivered by RocketCode, and for the ultimate decision whether or not to put these into production or otherwise use them.

6.7 The Client shall use the Services and Materials in accordance with the Fair Use Policy.

Article 7 - Additional work

7.1 If, during performance of the Agreement, it appears that a change or addition to the work is necessary or desirable, RocketCode shall inform the Client thereof In Writing as soon as possible.

7.2 RocketCode is entitled to carry out limited additional work without the Client's prior written consent, to the extent reasonably necessary for progress, safety, technical operation or alignment with the agreed specifications, and provided the cost of that additional work does not exceed 10% of the originally agreed total fee.

7.3 For additional work as referred to in clause 7.2, RocketCode shall, before or as soon as possible after commencement, provide written insight into the nature of the additional work, its necessity and the expected consequences for price and planning.

7.4 If the additional work exceeds 10% of the originally agreed total fee, RocketCode shall consult the Client in advance and record the additional work In Writing in a change request stating scope, price and impact on the planning. RocketCode commences additional work above 10% only after the Client's written approval.

7.5 Additional work is invoiced on the basis of RocketCode's then-current rates, unless the parties have agreed another price In Writing.

7.6 The performance of additional work may lead to adjustment of the agreed delivery dates. RocketCode informs the Client thereof as soon as possible.

Article 8 - Acceptance procedure

8.1 After (partial) delivery of the Services or Materials, the Client has an acceptance period of five (5) Business Days for partial and ordinary deliveries, and ten (10) Business Days for substantial final deliveries or large releases, unless agreed otherwise In Writing.

8.2 The Client shall test the delivered performance within the applicable acceptance period and accept it In Writing or reject it with reasons.

8.3 Acceptance may not be withheld on grounds other than those relating to the specifications expressly agreed between the parties, nor on account of minor imperfections that do not reasonably impede Operational Use.

8.4 If the Client has not responded In Writing and with reasons within the acceptance period, the Services or Materials are deemed to have been accepted.

8.5 If the Client takes the Services or Materials into use for productive or operational purposes before the moment of formal acceptance, these are deemed fully accepted as from the moment of Operational Use.

8.6 In the case of partial delivery, non-acceptance of one part does not affect the acceptance of previously delivered components.

8.7 Rejection suspends only the acceptance of the relevant component and does not affect the payment obligation for components already accepted or separately delivered.

Article 9 - Intellectual property

9.1 All intellectual property rights in the Materials, other than Materials designated as Custom Work under clause 9.3, vest and remain vested in RocketCode or its licensors.

9.2 Unless agreed otherwise In Writing, existing Materials, libraries, frameworks, templates, prompts, connectors, generic code, documentation, architectures, methodologies and other reusable components are not deemed to be Custom Work, even if they are used or adapted for the benefit of the Client.

9.3 If the parties have agreed In Writing that work constitutes Custom Work, the intellectual property rights in that Custom Work, to the extent transferable and to the extent those rights vest by operation of law in RocketCode, transfer to the Client after full payment of all fees due under the relevant Agreement. The transfer is recorded, to the extent legally required, by means of a written deed. The parties acknowledge that elements of Custom Work generated wholly or partly by AI systems may not qualify for copyright protection; in that case the transfer relates solely to the rights that are legally capable of transfer.

9.4 To the extent components of the delivered solution consist of Materials or other rights not transferred to the Client, RocketCode grants the Client, after full payment, a non-exclusive, non-transferable and non-sublicensable right of use for the duration and purpose set out in the Agreement.

9.5 Without prejudice to the transfer of rights in agreed Custom Work, RocketCode retains the right to reuse general technical solutions, ideas, know-how, methodologies, working methods and experience gained in performing the Agreement, provided that no confidential information of the Client is disclosed and no infringement is made of rights expressly transferred to the Client.

9.6 If the delivered Materials include open source software or third-party components, the relevant licence terms of those third parties may apply. On request, RocketCode shall inform the Client thereof to the extent reasonably possible.

9.7 The Client warrants that materials provided by it do not infringe the rights of third parties and indemnifies RocketCode against all claims in this respect.

9.8 RocketCode is entitled to name the Client as a reference, using name and logo, solely after the Client's prior written consent.

9.9 RocketCode is entitled to state its name on or with the work, unless the work does not reasonably lend itself to this or the parties have agreed otherwise In Writing.

Article 10 - AI Services and the Orbit platform

10.1 RocketCode may use AI technologies in performing the Services, including large language models, machine learning, retrieval systems, classification models and other automated techniques. To the extent the use of AI materially affects the nature or operation of the Service, RocketCode shall inform the Client thereof.

10.2 Unless expressly agreed otherwise In Writing, RocketCode provides AI Services as a tool or supporting technology and not as a fully autonomous decision-making solution.

10.3 RocketCode's AI Services, including the Orbit platform, are provided on the basis of a best-efforts obligation. RocketCode does not guarantee that AI-generated output is error-free, complete, reproducible, bias-free or fit for a specific purpose. AI output does not constitute legal, tax, medical, financial or other professional advice; the Client must always consult qualified experts for risk-sensitive or regulated decisions.

10.4 The Client is responsible for assessing, testing and validating AI output, configurations, prompts, classifications, recommendations and automated results before putting these into production or using them for commercial, operational, financial, legal, HR, compliance or other risk-sensitive decisions.

10.5 RocketCode does not process the Client's data to train AI models of RocketCode or third parties, unless the Client has given express written consent.

10.6 To the extent RocketCode offers its own AI systems, including the Orbit platform, and thereby qualifies as a 'provider' within the meaning of the EU AI Regulation (AI Act), RocketCode bears the obligations attaching to that role, including technical documentation, logging, transparency and the required conformity assessments. RocketCode cannot contractually transfer these provider obligations to the Client. To the extent the Client deploys RocketCode's AI systems as a 'deployer' in its own business processes, the Client is responsible for: qualifying the applicable risk level of the intended use, complying with the obligations resting on it as a deployer, implementing the required human oversight measures, and appropriately documenting its own use.

10.7 RocketCode is not liable for damage arising from the use of AI output without reasonable human control or validation by the Client, except in the event of intent or deliberate recklessness by RocketCode's executive management or in the event of a structural defect in an AI system developed or configured by RocketCode itself.

10.8 If AI Services make use of third-party models, APIs or infrastructure, their availability, continuity, functionality and output also depend on those third parties.

10.9 The Client is not entitled to use AI output, prompts, configurations or working methods developed or configured by RocketCode as training, fine-tuning or evaluation data for third-party AI models or for the Client's own AI models that compete with RocketCode's services, without RocketCode's prior written consent.

10.10 RocketCode shall endeavour to inform the Client at least 30 days in advance In Writing of material changes to the AI models, APIs or capabilities used in the Services, to the extent reasonably possible given the dependence on third-party providers. If a material model change significantly affects the character or functionality of the Service and the parties cannot reach an acceptable alternative within ten (10) Business Days, or a longer period agreed In Writing where the change reasonably requires this, the Client is entitled to terminate the relevant Agreement In Writing without penalty or further compensation, except for work already performed.

10.11 The Client is responsible for the lawfulness of all input into RocketCode's AI systems and warrants that it does not input Special Categories of Personal Data without a prior written arrangement on the required processing ground, security measures and, where required, a data protection impact assessment (DPIA). Nor does the Client input: confidential information of third parties without their consent, copyrighted material for which the Client is not authorised, or information whose processing is prohibited by law. The Client indemnifies RocketCode against all claims arising from input contrary to this clause.

10.12 AI-generated output does not necessarily enjoy copyright or other intellectual property protection under current European law. RocketCode cannot guarantee that text, code, images, concepts or other output generated by AI systems are free from third-party intellectual property rights. The Client is itself responsible for assessing AI output for intellectual property risks before publishing, reproducing, licensing or otherwise commercially exploiting it. RocketCode is not liable for infringement of third-party rights arising from the Client's use of AI output.

Article 11 - Confidentiality

11.1 The parties undertake to keep confidential all confidential information they receive from each other in the context of the Agreement. Confidential information means all information designated as such or that the parties should reasonably understand to be confidential.

11.2 The parties shall use confidential information solely for the purpose for which it was provided and shall not make it available to third parties without the other party's prior written consent.

11.3 The confidentiality obligation also applies to employees and engaged third parties of both parties.

11.4 The confidentiality obligation applies during the term of the Agreement and for three (3) years after its termination.

11.5 The confidentiality obligation does not apply to information that: (a) was already public at the time of receipt; (b) was demonstrably developed independently by the receiving party; (c) was lawfully provided by a third party; or (d) must be disclosed pursuant to a statutory obligation or court order.

Article 12 - Data processing and privacy (GDPR)

12.1 To the extent RocketCode processes personal data on behalf of the Client in performing the Services, RocketCode acts as processor and the Client as controller within the meaning of the GDPR, unless the parties agree otherwise In Writing.

12.2 In that case the parties conclude a separate Data Processing Agreement, which forms part of the Agreement.

12.3 RocketCode takes appropriate technical and organisational measures to secure personal data, in accordance with Article 32 GDPR and aligned with the state of the art, the costs of implementation, the nature of the processing and the risks.

12.4 If RocketCode uses sub-processors in performing the Services, RocketCode shall exercise due care in doing so. Further arrangements are recorded in the Data Processing Agreement.

12.5 The Client warrants that it is entitled to make the personal data available to RocketCode and indemnifies RocketCode against all claims by data subjects and supervisory authorities arising from any act or omission of the Client.

12.6 In the event of a data breach, RocketCode informs the Client as soon as possible, stating the information reasonably available at that time regarding the nature, scope, (suspected) cause and consequences. The parties cooperate on adequate handling.

12.7 After termination of the Agreement, RocketCode shall delete or return personal data in accordance with the arrangements in the Data Processing Agreement and applicable law.

12.8 The Client acknowledges that input into RocketCode's AI systems, including prompts, instructions and supplied contextual data, may form part of the technical operation of the Service and may as such be logged and processed.

The parties record in the Data Processing Agreement which log data is retained, for what period and with what security measures. The Client refrains from entering Special Categories of Personal Data or otherwise sensitive data into RocketCode's AI systems, unless this has been expressly agreed In Writing, appropriate processing grounds are present and, where required under Article 35 GDPR, a DPIA has been carried out.

Article 13 - Liability

13.1 RocketCode's total liability towards the Client for attributable failure in the performance of the Agreement or on any other ground is limited to compensation of direct damage up to no more than the amount paid out by RocketCode's professional or business liability insurance in the relevant case, increased by RocketCode's deductible.

13.2 If the insurance does not provide cover, RocketCode's liability is limited to the net invoice value of the Services delivered in the six (6) months preceding the damage-causing event, with an absolute maximum of EUR 100,000 per event or series of connected events.

13.3 Direct damage means solely: reasonable costs to determine the cause and extent of the damage, reasonable costs incurred to make RocketCode's defective performance conform to the Agreement, to the extent attributable to RocketCode, and reasonable costs incurred to prevent or limit damage, to the extent the Client demonstrates that such costs led to a limitation of direct damage.

13.4 RocketCode is never liable for indirect damage, consequential damage, lost profit, lost turnover, missed savings, diminished goodwill, damage due to business interruption or damage due to claims by the Client's customers.

13.5 Nor is RocketCode liable for:

- errors, failures or limitations in third-party services, infrastructure, models, software, APIs or materials;
- damage resulting from incorrect, incomplete or untimely material or information provided by the Client;
- damage resulting from the use of materials provided by the Client that infringe third-party rights;
- damage resulting from changes, modifications or interventions in the delivered Materials by the Client or by third parties on the Client's behalf;
- damage resulting from the use of AI output without appropriate human control, verification or validation, to the extent the damage is not the direct result of a demonstrable structural defect in the AI system delivered or configured by RocketCode;
- damage resulting from input by the Client contrary to clause 10.11.

13.6 Unless performance is permanently impossible, RocketCode's liability for attributable failure arises only if the Client gives RocketCode written notice of default without delay, granting a reasonable cure period appropriate to the nature, seriousness and complexity of the failure, and RocketCode remains in attributable default after that period.

13.7 A right to compensation lapses if the Client has not brought a legal claim within 12 months after discovering, or reasonably being able to discover, the damage.

13.8 The limitations set out in this article do not apply to the extent the damage results from intent or deliberate recklessness of RocketCode's executive management or to the extent exclusion or limitation is not legally permitted.

13.9 The limitation of liability in this article is without prejudice to RocketCode's liability for damage that is the direct result of RocketCode's failure to comply with its mandatory obligations as a 'provider' within the meaning of the EU AI Regulation, including the obligations regarding technical documentation, logging, transparency or the required conformity assessments, or of a demonstrable structural defect in the design or implementation phase of an AI system developed by RocketCode itself.

Article 14 - Force majeure

14.1 Neither party is obliged to fulfil any obligation if prevented from doing so by force majeure.

14.2 Force majeure means a non-attributable failure, including disruptions in (digital) infrastructure, failure of hosting or cloud providers, disruptions at model or API providers, government measures, war, armed conflict, geopolitical measures and international sanctions, pandemics, power outages, failure of internet providers, DDoS attacks, fire, strikes and other extraordinary circumstances beyond the control of the party concerned.

14.3 If the force majeure situation lasts longer than 30 days, both parties are entitled to terminate the Agreement In Writing, without any obligation to compensate damage. Work already performed is settled.

14.4 By way of derogation from clause 14.3, if the force majeure situation consists of the discontinuation, fundamental change or prolonged unavailability of a third-party AI service or foundational model used by RocketCode, RocketCode shall make reasonable efforts to offer a functional alternative or propose a workable solution within 60 days of the situation arising. During this period, the parties are not entitled to terminate the Agreement solely on the basis of this situation. If, after this period, RocketCode has no functional alternative available, the Client is entitled to terminate the relevant Agreement In Writing without penalty or further compensation, except for compensation for work already performed.

Article 15 - Payment and prices

15.1 Payment must be made within 14 days of the invoice date, unless agreed otherwise In Writing. Invoices are sent electronically to the Client's e-mail address known to RocketCode.

15.2 Payment must be made without deduction, discount or set-off, unless agreed otherwise In Writing.

15.3 Comments or objections regarding received invoices must be made known In Writing within 14 days of the invoice date, failing which the invoice is deemed accepted. An objection does not suspend the payment obligation.

15.4 If the payment term is exceeded, the Client is in default by operation of law and owes statutory commercial interest on the outstanding amount (Section 6:119a of the Dutch Civil Code), calculated from the day the payment term expired.

15.5 All judicial and extrajudicial (collection) costs incurred by RocketCode as a result of the Client's failure to meet its payment obligations are for the Client's account, with a minimum of EUR 250 or 15% of the unpaid amount, to the extent legally permitted.

15.6 RocketCode is entitled to require an advance payment of up to 50% of the agreed price at the start of or during performance of the assignment. RocketCode may suspend further work in the event of a payment arrears.

15.7 RocketCode is entitled to increase the applicable prices and rates for continuing agreements annually, with effect from 1 January, in accordance with the Consumer Price Index (CPI) of the preceding calendar year as published by Statistics Netherlands (CBS), increased by no more than five percentage points (5%). RocketCode announces the adjustment with a notice period of at least one month.

15.8 All prices are exclusive of value added tax (VAT) and other government-imposed levies, unless expressly stated otherwise.

Article 16 - Retention of title and right of retention

16.1 All Materials and products delivered and to be delivered by RocketCode remain the property of RocketCode until the Client has paid all amounts due under the Agreement, including interest and costs, to the extent and for as long as those Materials are legally capable of retention of title.

16.2 RocketCode is entitled to suspend the transfer, release or making available of Materials or deliverables not yet transferred until the Client has paid all amounts due.

16.3 RocketCode is entitled to retain goods and documents lawfully in its possession until the Client has met its due obligations, to the extent this right is justified by standards of reasonableness and fairness.

16.4 The right of suspension or retention referred to in this article does not extend to personal data of data subjects or to client data that RocketCode must return, delete or make accessible pursuant to mandatory law, the Data

Processing Agreement or a separate written arrangement, except to the extent the law mandatorily permits otherwise.

16.5 For as long as the retention of title is in effect, the Client is not entitled to encumber, dispose of or make available to third parties the relevant Materials, other than for normal use within the framework of the Agreement.

Article 17 - Term, contract types and termination

17.1 The Agreement is entered into for the term set out in the quotation or the Agreement.

17.2 If the Agreement is a project agreement for a defined result or a fixed scope, the Agreement in principle ends upon delivery of what was agreed, without prejudice to provisions on support, warranty, payment, intellectual property and liability.

17.3 If the Agreement is a continuing agreement, including hosting, maintenance, support, subscriptions, licences, management or recurring services, an initial term of twelve (12) months applies in the absence of an express deviating arrangement.

17.4 After the initial term of a continuing agreement, it is each time tacitly renewed for successive periods of twelve (12) months, unless one of the parties terminates the Agreement In Writing observing a notice period of three (3) calendar months before the end of the current period, unless agreed otherwise In Writing.

17.5 Each party is entitled to terminate the Agreement with immediate effect, in whole or in part, if:

- the other party is declared bankrupt, applies for suspension of payments, or otherwise enters into liquidation;
- the Client is in default of payment for more than 30 days after written reminder;
- the other party attributably fails to meet material obligations and does not remedy this default within 14 days of written notice of default.

17.6 Work already performed is always invoiced, including upon interim termination.

17.7 If the Client prematurely terminates a project agreement other than due to an attributable failure by RocketCode, the work already performed, costs incurred and obligations reasonably entered into are immediately due. In addition, the Client owes compensation of 75% of the not-yet-performed part of the agreed project fee, unless RocketCode demonstrates that its actual damage is higher or the Client demonstrates that the actual damage is lower.

17.8 If the Client cancels a project before commencement, the following cancellation costs apply, unless RocketCode demonstrates that its actual damage is higher or the Client demonstrates that the actual damage is lower:

- cancellation more than 4 weeks before commencement: 25% of the agreed price;
- cancellation 2 to 4 weeks before commencement: 50% of the agreed price;
- cancellation less than 2 weeks before commencement: 75% of the agreed price.

17.9 For continuing agreements, interim termination during the initial contract term is only possible if the parties have agreed this In Writing or if there is a statutory or contractual ground for termination.

17.10 RocketCode is entitled to suspend performance of the Agreement with immediate effect and/or to terminate the Agreement (in whole or in part) with immediate effect if RocketCode reasonably suspects that (i) the Client, its operations, or the intended use of the Services conflicts with applicable laws and regulations, including sanctions and export control legislation, or (ii) the Services are or will be used for unlawful or criminal activities. If there is (iii) a situation in which continuation of the Agreement exposes RocketCode to (compliance, sanctions or reputational) risks without there being a case of (i) or (ii), RocketCode shall inform the Client In Writing and grant a reasonable period of at least ten (10) Business Days to remedy the situation or remove the objections before proceeding to termination. RocketCode informs the Client In Writing of the grounds for suspension or termination, unless this is not permitted under the law or an order of a competent authority. The Client shall, on first request, provide reasonable information to refute the suspicions. In the event of termination on the basis of this clause, the Client is obliged to

compensate the work already performed and costs incurred; RocketCode is not obliged to make further deliveries and is not liable for damage arising from termination on the basis of this clause.

17.11 RocketCode is entitled to terminate an ongoing Agreement (in whole or in part) In Writing if (i) there are objectively determinable changed circumstances that render performance impossible or disproportionately onerous, (ii) there is repeated and demonstrable breach by the Client of the Fair Use Policy, improper treatment of RocketCode's employees, or repeated non-payment not remedied within a reasonable period after notice of default, or (iii) continuation of the Agreement cannot reasonably be required of RocketCode for other compelling objective reasons. In doing so, RocketCode observes the following notice periods: for project agreements at least thirty (30) calendar days; for SaaS and other continuing agreements at least sixty (60) calendar days; unless termination takes place on the basis of clause 17.10, in which case the periods stated therein apply. In the event of termination on the basis of this clause, work already performed, costs incurred and obligations entered into are compensated by the Client, and RocketCode shall repay pro rata any prepaid licence or subscription fees for the period after the termination date. RocketCode shall support the Client in an orderly handover or migration to a successor supplier, at the then-applicable rates, for at least sixty (60) calendar days after termination, and shall, to the extent reasonable and to the extent no statutory or contractual restrictions oppose this, make available to the Client the results and relevant information produced up to the moment of termination.

Article 18 - Warranties, complaints and changes by third parties

18.1 RocketCode warrants that the delivered Materials substantially meet the specifications agreed In Writing for sixty (60) days after formal acceptance.

18.2 If, within the warranty period, demonstrable defects are reported that are the direct result of an error in the development or configuration performed by RocketCode, RocketCode shall remedy these within ten (10) Business Days, or within a longer period if the nature of the defect reasonably requires this, without additional cost.

18.3 The warranty does not apply if:

- the Client or a third party engaged by it has made changes without RocketCode's written consent;
- the Client has used the Materials in a manner not in accordance with the documentation or instructions for use;
- the defect results from material, specifications or an environment managed by the Client;
- the defect relates to third-party services, software, models, plug-ins, extensions or infrastructure.

18.4 After the warranty period, repair work is regarded as additional work and invoiced, unless a separate maintenance agreement provides otherwise.

18.5 Complaints about shortcomings other than invoices must be reported to RocketCode In Writing and with sufficient specification within fourteen (14) days after the Client discovers or should reasonably have discovered them. Complaints not reported in time may lead to forfeiture of rights to the extent RocketCode is thereby prejudiced in its interests.

Article 19 - Cybersecurity and support

19.1 RocketCode takes appropriate technical and organisational security measures to protect the Services and Materials it manages, aligned with the state of the art and the risks of the situation.

19.2 The Client is responsible for adequate security of its own systems, networks, environments, access credentials, endpoints and user behaviour.

19.3 The Client must inform RocketCode without delay of (possible) security incidents affecting the Services delivered by RocketCode.

19.4 Unless agreed otherwise In Writing, response times, resolution times, availability and maintenance windows stated by RocketCode apply solely as target levels and not as strict deadlines.

19.5 RocketCode is not liable for damage resulting from security incidents caused by insufficient security on the Client's side, improper use of access rights, phishing, credential sharing, or the acts or omissions of the Client or its employees.

19.6 RocketCode takes appropriate technical measures to protect AI systems against known vulnerabilities and attack patterns, including prompt injection, jailbreaking, adversarial attacks and unauthorised extraction of model knowledge or user data via model outputs. These measures are aligned with the state of the art and the risk profile of the relevant application and are reviewed periodically as the threat landscape develops.

19.7 RocketCode maintains a procedure for identifying, recording and handling AI-related incidents, including: systematic output errors that may have operational or reputational consequences, unintended data leaks via model outputs, detected misuse through prompt manipulation, or situations in which AI output significantly affects the rights or interests of data subjects or third parties. The Client reports suspected AI misuse, unintended output with serious consequences, or AI-related security incidents to RocketCode In Writing without delay. The parties cooperate on adequate handling and, where required under the GDPR or the AI Act, on notification to supervisory authorities. A further elaboration of the step-by-step plan for incident handling is set out in Appendix A: AI Incident Response Procedure, which forms part of these general terms and conditions for AI Services.

19.8 The Client is responsible for setting up and maintaining appropriate access control to RocketCode's AI systems that it uses, including user management, role-based access and the timely revocation of access rights upon termination of employees' employment or upon contract termination.

Article 20 - Hiring of staff and relations

20.1 During the term of the Agreement and for twelve (12) months after its termination, the Client is not permitted to directly employ or otherwise have work performed for it on a lasting basis by employees or self-employed persons engaged by RocketCode who have been directly involved in performing the Agreement, without RocketCode's prior written consent.

20.2 In the event of breach of this article, the Client forfeits to RocketCode an immediately payable penalty of EUR 35,000 per breach, increased by EUR 2,500 for each day the breach continues, without prejudice to RocketCode's right to claim full compensation if the actual damage is higher.

Article 21 - Governing law and disputes

21.1 All Agreements between RocketCode and the Client are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

21.2 The parties shall first seek to resolve disputes by mutual consultation.

21.3 If the parties fail to resolve a dispute by mutual consultation, they shall first submit the dispute to the Dutch Foundation for the Settlement of IT Disputes (SGOA) for mediation or (by joint request) arbitration under its rules. If the parties do not reach agreement on the SGOA route, or if mediation does not lead to a solution within a reasonable period, the competent court in the district of Midden-Nederland has exclusive jurisdiction to hear the dispute, to the extent the law does not mandatorily provide otherwise.

Article 22 - Final provisions

22.1 Transfer of rights or obligations under the Agreement to a third party is permitted only after the other party's prior written consent. RocketCode is entitled to transfer the Agreement to a parent, sister or subsidiary company or in the context of a merger, acquisition or restructuring, provided the Client is informed thereof.

22.2 If RocketCode permits deviations from these general terms and conditions for a shorter or longer period, this does not affect RocketCode's right to subsequently require direct and strict compliance.

22.3 RocketCode's records and log files constitute conclusive evidence regarding the use of the Services and the amounts due under the Agreement, subject to counter-evidence to be provided by the Client.

22.4 If a provision of the Agreement or these general terms and conditions is by its nature intended to remain in force after termination, it shall remain in force after termination. This applies in any event to provisions on payment, intellectual property, confidentiality, liability, governing law and disputes.

22.5 Deviations from or additions to these general terms and conditions bind RocketCode only if agreed In Writing in a separate document, such as a quotation, statement of work or addendum to the Agreement.

Closing word

Thank you for reading RocketCode's General Terms and Conditions. We have drawn these up to protect each other's interests. Should you nevertheless wish to make a few changes because you feel your interest, or ours, is not yet well protected, we propose recording this in a separate document, such as a quotation.

Appendix A - AI Incident Response Procedure

This appendix is a further elaboration of clause 19.7 and applies solely to AI Services. RocketCode may periodically adjust this procedure to reflect evolving insight, regulation (including the AI Act and GDPR) and operational practice; the version in force at the time of an incident prevails. Changes to the Client's detriment are made only with the Client's prior written consent.

In the event of a (suspected) AI-related incident, the parties take, depending on the seriousness and nature of the incident, at least the following steps:

- 1. Notification and initial triage (T0):** The Client reports the incident without delay In Writing with: (i) description and date/time, (ii) systems/users involved, (iii) examples of output or error messages, (iv) likely impact (data, continuity, reputation), and (v) measures already taken. RocketCode confirms receipt and carries out an initial triage (classification and priority).
- 2. Containment / mitigation:** RocketCode may take (temporary) measures to limit further damage, such as disabling or limiting functionality, blocking prompts/inputs, adjusting filters/guardrails, rolling back a configuration change, or activating a fallback model or manual control.
- 3. Evidence preservation and logging:** The parties preserve relevant log files, prompt/request data (to the extent permitted and agreed), configurations, model versions and audit trails to enable reconstruction. The Client ensures that internal logs and relevant user actions are not overwritten or deleted.
- 4. Investigation and root-cause analysis:** RocketCode investigates the cause (including prompt injection/jailbreak, misconfiguration, regression, data leak via output, third-party outage) and determines whether the incident (possibly) falls under the GDPR (data breach) and/or the AI Act. The Client provides reasonable cooperation, including access to relevant test cases, environment information and contact persons.
- 5. Recovery and validation:** RocketCode implements a fix or structural mitigation (code/configuration/policy), tests it and coordinates with the Client on verification in an acceptance/test environment. Where relevant, additional human control measures or usage restrictions are agreed.
- 6. Communication and (statutory) notifications:** The parties coordinate who communicates, when and with what content, towards data subjects, customers, supervisory authorities or other third parties. To the extent RocketCode is a processor, RocketCode supports the Client with information needed for any notification to the Dutch Data Protection Authority and/or data subjects (GDPR) and/or other supervisory authorities (AI Act), within reasonable periods.
- 7. Closure and lessons learned:** RocketCode provides, on request, an incident report with: timeline, impact, cause, measures, remaining risks and preventive actions. The parties evaluate the incident and update improvement measures (e.g. additional guardrails, monitoring, training, access management).