

# General Terms and Conditions

*Last update: 08-04-2024*

Studio Vi B.V., registered with the Dutch Chamber of Commerce under registration number 87699524 having a registered seat at Keizersgracht 11B in (1015 CC) (hereinafter: “Studio Vi”), engages in providing digital products. In addition, Studio Vi develops websites, applications and software such as tailor-made Artificial Intelligence (“AI”)-tools. Furthermore, Studio Vi advises clients on marketing and branding strategies and offers hosting services and maintenance.

The following general terms and conditions (hereinafter: “General Terms and Conditions”) apply to all agreements Studio Vi enters into with its clients with regard to provision by Studio Vi of its services.

These General Terms and Conditions are divided into separate ‘Modules’.

**Module A** shall apply to all offers, proposals and agreements relating to the provision of services by Studio Vi, regardless of the type(s) of services provided.

**Module B** shall apply in the event Studio Vi develops custom works such as AI-tools and other software, websites and other materials.

**Module C** shall apply in the event Studio Vi provides professional services such as consultancy, marketing and branding strategies or other explicitly agreed additional work under the agreement.

**Module D** applies in the event Studio Vi provides hosting services and when Studio Vi delivers services such as management and maintenance.

Visit [www.studiovi.com](http://www.studiovi.com) for more information with regard to the available services.

## MODULE A: GENERAL

### Article 1. Applicability

- 1.1. This Module A will apply to all Agreements concluded between Studio Vi and the Client.

### Article 2. Definitions

All capitalized definitions in these General Terms and Conditions, both plural and singular, are defined as indicated in this article.

- 2.1. Agreement: the agreement under which both Parties have agreed to the provision of Services by Studio Vi to the Client, and any attachments thereto, concluded by way of an accepted or mutually agreed Quotation. These General Terms and Conditions form an integral part of the agreement.
- 2.2. AI-Tools: Studio Vi's software solution made available to Client under the Agreement that enables the Client to harness and utilize AI-trained models and algorithms by means of an online environment, as further described on the Website.
- 2.3. Client: any legal or natural person acting in the exercise of a profession or business with which Studio Vi concludes an Agreement in connection with the provision of Services.
- 2.4. Consultancy Materials: all documents, reports, analyses, recommendations, presentations, strategies, methodologies, and any other deliverables produced or provided by Studio Vi in the course of providing consultancy under the Agreement, including but not limited to any materials developed specifically for the purpose of consultancy, training, and any revisions, updates, or modifications thereof
- 2.5. Data: all information entered by Client, User(s) and/or third parties – other than Studio Vi and/or its designated third parties – through the Services.
- 2.6. Documentation: all accompanying materials (whether in hard copy or in electronic format) supplied in connection with the AI-Tools, Materials and/or Professional Services, including any and all manuals, instruction guides, online documentation, any written materials accompanying the AI-Tools, Materials and/or Professional Services or other materials provided to Client by Studio Vi which describe the functionality and/or specifications of the AI-Tools, Materials and/or Professional Services.
- 2.7. Hosting Services: services relating to the hosting of AI-Tools, Materials and other data on behalf of Client and/or other hosting related services.
- 2.8. Intellectual Property Rights: all intellectual and industrial property rights, including but not limited to copyrights, (sui generis) database rights, rights to domain names, trade name rights, rights to know-how, trademark rights, trade secrets, model rights, neighboring rights and patent rights.
- 2.9. Materials: all websites, web applications, software, data, documentation, concepts, texts, images, opinions, reports and other works, functionalities or products of the mind, in the broadest sense of the word created by or on behalf of Studio Vi under the Agreement including any results of the development and other additional work.
- 2.10. Party or Parties: Studio Vi and Client collectively or individually.
- 2.11. Professional Services: any services consisting out of online-marketing, consultancy, training as well as other professional services not explicitly covered in these General Terms and Conditions.
- 2.12. Quotation: a written offer from Studio Vi including the price and a detailed description of the Services to be provided to Client.
- 2.13. Services: services provided by Studio Vi – including, without limitation – the provision of the development of custom

works such as websites and other Materials, the development of AI-Tools, the Professional Services, Hosting Services and other additional work.

- 2.14. SLA: the separate service level agreement which Parties may opt to conclude and which, if concluded, forms an inextricable part of the Agreement.
- 2.15. User: individuals to whom Client provides the opportunity to use the AI-Tools pursuant to the Agreement.
- 2.16. Website: the website of Studio Vi: [www.studiovi.com](http://www.studiovi.com).
- 2.17. Workday: Monday through Friday (from 8:00 a.m. to 6:00 p.m.), with the exception of recognized Dutch holidays and on days where Studio Vi has previously indicated it will be closed.

### **Article 3. Order of precedence**

- 3.1. The Agreement may consist of several documents. In the event of contradictions, the order of precedence as set out below will apply:
  1. any other written agreements between the Parties;
  2. any separate processing agreement concluded between Parties;
  3. the Quotation;
  4. the SLA (if applicable)
  5. these General Terms and Conditions.
- 3.2. In the event of contradictions between the general provisions of Module A of these General Terms and Conditions and the following Modules, the Module more specifically relating to the relevant part of the Services will take precedence.
- 3.3. Insofar as the different parts of the Agreement do not contain any contradictions, they are complementary to each other.
- 3.4. The applicability of any purchasing or other terms and conditions of Client is expressly excluded.

### **Article 4. Conclusion of the Agreement**

- 4.1. The Agreement will come into force on the day indicated in the Quotation and is concluded with Studio Vi's receipt of the Client's written acceptance of a Quotation. If no starting date is indicated, the Agreement will come into force upon Studio Vi's receipt of the Client's written acceptance of a Quotation.
- 4.2. Any Quotation is valid for a period of thirty (30) days. The Client may still notify Studio Vi of its acceptance in writing after this period. However, in such a case, contrary to Article 4.1, the Agreement is only concluded upon confirmation by Studio Vi.
- 4.3. If Studio Vi has made an offer on the basis of information provided by the Client and this information proves to be incorrect or incomplete, Studio Vi is entitled to dissolve the Agreement or to adjust the offer and prices accordingly, even after an Agreement has been concluded.
- 4.4. In the event that the Client does not formally accept Studio Vi's Quotation, but nevertheless creates that impression (e.g. by having Studio Vi carry out certain work), the Quotation will also be deemed to have been accepted and an Agreement will be concluded.
- 4.5. Studio Vi will not be bound by an acceptance by Client that deviates from the Quotation or offer, including where the deviation only relates to minor aspects as referred to in Section 6:225(2) of the Dutch Civil Code ("*Burgerlijk Wetboek*"). Any (additional) terms and conditions provided by Client are expressly not applicable.
- 4.6. The application of Section 6:227b(1) and 6:227c of the Dutch Civil Code ("*Burgerlijk Wetboek*") is excluded.

### **Article 5. Execution of the Agreement**

- 5.1. After the Agreement has been concluded, Studio Vi will apply all commercially reasonable efforts to fulfill its obligations under the Agreement with

- due care and skill and within the agreed timeframe, or within a reasonable period of time if no timeframe has been agreed.
- 5.2. Studio Vi has the right to engage third parties for the performance of the Agreement. Any related costs will only be borne by the Client if this has been agreed in advance.
  - 5.3. Any (delivery) dates announced by Studio Vi or agreed between the Parties are indicative and do not constitute strict deadlines (“*fatale termijnen*”).
  - 5.4. The delivered Services by Studio Vi are subject to an obligation to perform to the best of one's ability (“*inspanningsverplichting*”) and not an obligation to achieve a result (“*resultaatsverplichting*”), unless agreed otherwise.
  - 5.5. In fulfilling its obligations under the Agreement, Studio Vi will follow reasonable requests and directions from the Client or state the reasons why it will not do so. If the Client in spite of the provided reasoning insists on implementing the request, Studio Vi may choose (insofar as the request is reasonably practicable) to carry out the work at the risk of the Client. The Client will indemnify and hold harmless Studio Vi from any claims relating to or arising from such work.

#### **Article 6. Additional work**

- 6.1. For work falling outside the Quotation (“Additional Work”), Studio Vi may, with the Client's prior consent, charge on a time and materials basis, at Studio Vi's standard hourly rate.
- 6.2. No prior consent from the Client is required for Additional Work if Studio Vi can demonstrate that it is reasonably necessary for the fulfillment of the Agreement, or which reasonably follows from the Client's instructions. Such Additional Work will be charged on a time and materials basis, at Studio Vi's standard hourly rate.
- 6.3. In the event Studio Vi is requested to carry out Additional Work falling outside

the Quotation, it may also opt to issue an additional Quotation for this purpose.

- 6.4. Refusal by Studio Vi of a request for Additional Work will under no circumstances constitute grounds for termination or dissolution of the Agreement.

#### **Article 7. Cooperation**

- 7.1. The Client acknowledges that the quality of the Services depends to a great extent on the information and cooperation provided by the Client. The Client will provide all reasonable cooperation required for the fulfillment of the Agreement. Such cooperation includes that the Client will do and refrain from doing whatever is reasonably necessary and desirable to enable the timely and correct fulfillment of the Agreement. In particular, the Client will ensure that all information and material of which Studio Vi indicates that these are necessary or of which the Client should reasonably understand that these are necessary for the fulfillment of the Agreement, are provided to Studio Vi in a timely manner. Cooperation also includes providing access to necessary digital environments and physical locations, as well as adhering to all reasonable instructions and advice given by Studio Vi in connection with fulfillment of the Agreement.
- 7.2. If the Client does not cooperate or provide information and materials in the manner referred to in the preceding paragraph, Studio Vi will be entitled to pass on the resulting costs to the Client and to suspend performance of the Agreement.
- 7.3. The Client represents and warrants that all the information and materials it provides to Studio Vi are complete, accurate and up to date.
- 7.4. Studio Vi has the right, but not the obligation, to examine this information and materials for accuracy and completeness. In the event of faults or errors, Studio Vi is entitled to suspend

the work and pass on the resulting costs to the Client.

- 7.5. If the Client makes certain information carriers, electronic files or other materials available to Studio Vi, the Client represents and warrants that these are free of viruses, malware or defects.
- 7.6. The Client indemnifies and holds harmless Studio Vi from all claims relating to or arising from Intellectual Property Rights to materials provided by the Client.

#### **Article 8. Pricing**

- 8.1. All prices quoted by Studio Vi are in euros and are exclusive of VAT and other government levies.
- 8.2. Studio Vi is entitled to increase the prices annually, either (i) by a maximum of five percent (5%), or (ii) on the basis of the CBS ("*Centraal Bureau voor de Statistiek*") consumer price index, without this resulting in a possibility for the Client to terminate the Agreement.
- 8.3. If a price is based on information provided by the Client and this information proves to be incorrect, Studio Vi is entitled to adjust the prices accordingly, even after the Agreement has already been concluded.
- 8.4. Studio Vi is authorized to adjust the prices as a result of changes in legislation and regulations, without this resulting in a possibility for the Client to terminate the Agreement.
- 8.5. Prices may be increased by Studio Vi with immediate effect as a result of changed rates charged by suppliers for products or services that are charged pro rata to the Client (such as hosting costs), without the possibility for the Client to terminate the Agreement.
- 8.6. If Studio Vi increases its prices outside the cases described in this Article 8, the Client is entitled to terminate the Agreement at the latest by the date on which the price increase takes effect.

#### **Article 9. Payments**

- 9.1. Unless agreed otherwise in relation to a specific Service, Studio Vi will send an invoice for all amounts due and is entitled to invoice electronically and in advance. Studio Vi is also entitled to invoice in parts. All invoices are due and payable within thirty (30) days of the invoice date.
- 9.2. For the provision of specific Services, an hourly rate as agreed in the Quotation will be used. If the Parties have not agreed on an hourly rate, Studio Vi will use its current hourly rate. In such cases, unless the Quotation provides otherwise, work will be invoiced in arrears.
- 9.3. The Client is not entitled to set off any payment obligation resting on the Client against any claim against Studio Vi for any reason.
- 9.4. If the Client fails to pay an invoice within the payment term stated in Article 9.1, the Client will be in default without prior warning or notice of default being required. Studio Vi will in such a case be entitled to charge statutory interest for commercial transactions on the amount or (if higher) an interest of two percent (2%) per month.
- 9.5. If the Client fails to pay the invoice amount after a reminder or notice of default, Studio Vi is entitled to engage a third party for the purpose of collection of the amounts due and/or to suspend the Services until the outstanding amounts have been paid in full. In such a case, both judicial and extrajudicial costs (including the costs of lawyers, lawyers, bailiffs and collection agencies) will be borne by the Client.
- 9.6. Studio Vi is entitled to make performance of the Agreement contingent upon a down payment from Client. If a down payment is requested, Studio Vi will only deliver Services after the down payment has been paid by the Client. If the down payment is not paid, or at least not paid on time, Studio Vi will never be liable for any damage resulting from the failure to execute the Agreement. Any advance



payments will be set off against an invoice under the Agreement. If Client has not paid in full after the payment period, Studio Vi will give Client the opportunity to pay the invoice amount within fourteen (14) days.

#### **Article 10. Data and Exit**

- 10.1. All Data submitted by the Client under the Agreement will remain the Client's property or that of its suppliers. Studio Vi will not make any proprietary claims with regard to any such Data.
- 10.2. To the extent the Data contains personal data, within the meaning of the General Data Protection Regulation ("GDPR"), concerning third parties, and such personal data is processed by Studio Vi under the Agreement, Studio Vi acts as processor and Client as controller within the meaning of the GDPR. In such an event, the Parties shall conclude a separate data processing agreement.
- 10.3. In case of termination of the Agreement other than due to breach of the Client's obligations under the Agreement, the Parties will consult about the export of Data. Studio Vi shall make every effort to cooperate in order to enable transfer of Data to another service provider. The scope of the Data available for export, the file format and medium on which the Data will be provided shall be selected by Studio Vi. It is the Client's sole responsibility to request an export of Data prior to termination or expiry of the Agreement. Upon termination or expiry of the Agreement, Studio Vi shall be entitled to delete any of the Data submitted by the Client or generated by the Client making use of the Services as in Studio Vi's possession at the moment of termination or expiry of the Agreement and will do so without undue delay insofar as required by the applicable law.
- 10.4. In the event of termination or expiry of the Agreement, any work performed by Studio Vi in relation to this article will be charged on a time-and-materials basis, at Studio Vi's prevailing rates at the time

of performance and is considered Additional Work in relation to Article 6. The Client will be notified of any such work, and must provide its written consent before Studio Vi can proceed. The Client is responsible for all costs associated with any Additional Work in relation to this article, which will be invoiced separately by Studio Vi.

#### **Article 11. Intellectual Property Rights**

- 11.1. Unless stated otherwise in the Agreement, all Intellectual Property Rights and other proprietary rights relating to the provision of Services, AI-Tools, Documents, (resulting) Materials and any other materials provided, will be exclusively vested in Studio Vi and/or its licensors. The Client only acquires the rights expressly granted by Studio Vi in the Agreement or otherwise in writing. Rights are non-exclusive, non-transferable and non-sublicensable, unless otherwise agreed in writing.
- 11.2. Client authorizes Studio Vi to publicly disclose that Client is using the AI-Tools, Services and Materials and Studio Vi may use Client's name and logo in any promotional materials, including but not limited to its website and in press releases.
- 11.3. Client is not permitted to remove or modify any designation of Intellectual Property Rights or to remove any indications of confidential nature from the AI-Tools, Services and Materials, without prior written permission from Studio Vi to do so.
- 11.4. In providing the Services, Studio Vi has the right to use third-party software and components, including open-source software. If Studio Vi decides to include such in Software provided to the Client, it will provide the Client with the applicable terms (if any). The Client is responsible for ensuring proper compliance with the relevant third-party licenses when using the Services, AI-Tools and Materials.

**Article 12. Confidentiality**

- 12.1. The Parties will treat as confidential the information they provide to each other before, during or after the performance of the Agreement if this information has been marked as confidential or if the receiving Party knows or should reasonably assume that this information was intended to be confidential. The Parties also impose this obligation on their employees and on the third parties engaged by them for the performance of the Agreement. These provisions continue to apply after the Agreement ends for any reason whatsoever and for as long as the disclosing Party has the right to invoke the confidential nature of the information.
- 12.2. Each Party will use the same degree of care in protecting the Confidential Information of the disclosing Party as it uses in protecting its own Confidential Information, but in no event less than reasonable care.
- 12.3. This Article 12 will not apply to any information which:
- is or becomes generally available to the public other than as a result of a disclosure by the receiving Party in breach of the Agreement;
  - was within the receiving Party's possession prior to its disclosure to it by or on behalf of the disclosing Party;
  - becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party not under obligation to keep such information confidential; or
  - is developed independently by the receiving Party.
- 12.4. In the event that a receiving Party becomes legally compelled to disclose any Confidential Information provided pursuant to the Agreement, such receiving Party will provide the disclosing Party with prompt written notice so that such disclosing Party may seek a

protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of the Agreement. Any Confidential Information provided hereunder will remain the exclusive property of the disclosing Party.

- 12.5. Promptly after the expiration or termination of the Agreement for any reason, each receiving Party will deliver to each disclosing Party all originals and copies of any material in any form containing or representing the Confidential Information in its possession or will destroy the same at the request of the disclosing Party relative to such Confidential Information.

**Article 13. Liability**

- 13.1. Studio Vi's liability for loss and/or damages resulting from a failure in the performance of the Agreement, an unlawful act or otherwise, is limited, per event or series of coherent events, to an amount equal to the total payable amounts (excluding VAT) that Client has paid under the Agreement until the moment the damage has occurred or, if the Agreement is concluded for a term longer than six months, to an amount equal to fifty percent (50%) of the total payments that Client has made. The aforementioned shortcomings also include each shortcoming in complying with the warranty agreed with Client, or any wrongful action by Studio Vi, its employees or hired third parties. In no case shall the total compensation for direct damages amount to more than €25,000 (TWENTY FIVE THOUSAND EUROS) (excluding VAT).
- 13.2. Studio Vi is only liable for direct loss and/or damage arising from an attributable failure in the performance of the Agreement. Direct loss and/or damage is solely understood to mean any and all loss and/or damage consisting of:

- a. the damage caused directly to tangible objects (“property damage”);
  - b. reasonable and demonstrable costs the Client has had to incur in demanding that Studio Vi properly performs the Agreement, unless the defective performance is not attributable to Studio Vi;
  - c. reasonable costs to determine the cause and the extent of the direct loss and/or damage;
  - d. reasonable and demonstrable costs incurred by the Client to prevent or limit the direct loss and/or damage, insofar as the Client can demonstrate that such costs have resulted in limitation of the direct loss and/or damage.
- 13.3. Any limitation or exclusion of liability stipulated in this Agreement will not apply in the event that the loss and/or damage is attributable to (i) wilful misconduct or deliberate recklessness of Studio Vi’s management, (ii) death or bodily injury, or (iii) any other matter for which it is unlawful to limit or exclude liability.
- 13.4. Unless performance by Studio Vi is permanently impossible, Studio Vi will only be liable due to an attributable failure in the performance of a contract if the Client declares Studio Vi to be in default in writing without delay and grants Studio Vi a reasonable term to remedy the breach, and Studio Vi culpably fails to fulfill its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Studio Vi the opportunity to respond adequately.
- 13.5. Any right to claim compensation is at all times subject to the condition that the Client notifies Studio Vi of the loss and/or damage in writing within no more than thirty (30) days of its discovery.

#### **Article 14. Force Majeure**

- 14.1. Studio Vi cannot be obliged to perform any obligation under the Agreement if the performance is prevented due to force majeure. Studio Vi is not liable for any loss and/or damage due to force majeure.
- 14.2. Force majeure is considered to exist in any event in case of power outages, Internet failures, telecommunication infrastructure failures, network attacks (including D(DOS) attacks), attacks by malware or other harmful software, civil commotion, natural disaster, terror, mobilisation, war, import and export barriers, strikes, stagnation in supplies, fire, floods and any circumstance whereby Studio Vi is not enabled to perform or prevented from performing by its suppliers, irrespective of the reason.
- 14.3. If a force majeure situation has lasted for more than ninety (90) days, Parties will be entitled to give notice to terminate the Agreement in writing with immediate effect. The Services which in that case have been delivered by Studio Vi prior to the occurrence of the force majeure situation and during the force majeure situation will be paid for on a pro rata basis.

#### **Article 15. Term and termination**

- 15.1. The term of an Agreement within the framework of a defined one-off project ends by completion of that project.
- 15.2. The term of an Agreement within the framework of a continuing performance agreement will be specified in the Agreement. If no term is stated in the Agreement, it will be deemed to have been entered into for an initial period of twelve (12) months.
- 15.3. Neither Party will be permitted to terminate the Agreement in the interim, except as expressly provided for in the Agreement.
- 15.4. An Agreement entered into for an initial period will each time be tacitly renewed at the end of that term for the same



period of time, unless the Agreement is terminated in writing by one of the Parties at the end of the term with observance of a notice period of three (3) months.

- 15.5. Studio Vi may immediately suspend or terminate the Agreement in writing, without notice of default being required, if:
- a. the Client breaches the terms of the Agreement or acts contrary to the applicable laws and regulations;
  - b. the Client is subject to bankruptcy proceedings, applies for or is granted a suspension of payments, has its activities terminated or has its business wound up;
  - c. the Client has applied for a moratorium;
  - d. activities of Client are being terminated or liquidated.
- 15.6. Studio Vi may perform a suspension or termination as mentioned in the previous paragraph without prejudice to its other rights and remedies under the Agreement or applicable law.
- 15.7. In the event that the Agreement is terminated, Studio Vi's claims against the Client will be immediately due and payable.
- 15.8. Any dissolution of the Agreement, in full or in part, does not affect any sums paid by the Client under this Agreement. As such, no reversal of payments shall take place. The Client may only dissolve the part of the Agreement that has not yet been executed by Studio Vi.
- 15.9. Upon termination of the Agreement, any Additional Work not yet invoiced will be charged to the Client.

#### **Article 16. Amendments**

- 16.1. Studio Vi has the right to amend (parts of) these General Terms and Conditions. Studio Vi will notify the Client of any amendments at least two months in advance.
- 16.2. If an amendment to the General Terms and Conditions announced by Studio Vi

adversely affects the Client's position, the Client may object to this in writing, stating its reasons. In the event of an objection, Studio Vi may reconsider the amendment and decide to withdraw it in whole or in part.

- 16.3. If Studio Vi decides to implement the amendment despite the Client's objection, the Client will be entitled to terminate the Agreement at the latest by the date on which the amendment takes effect, subject to one month's notice.
- 16.4. If the Client does not object in writing to the proposed amendment within one month of Studio Vi's announcement, stating reasons, the Client will be deemed to have agreed to the amendment.
- 16.5. Amendments of minor importance, amendments that are necessary due to amended laws and regulations and amendments that are to the benefit of the Client may be implemented by Studio Vi without prior notice. In the event of such changes, the Client does not have the right to object and/or terminate the Agreement.

#### **Article 17. Applicable law and competent court**

- 17.1. The Agreement is exclusively governed and construed by Dutch law.
- 17.2. Any disputes arising from or in connection with the Agreement will be submitted to the competent court in the district in which Studio Vi has its registered office.

#### **Article 18. Miscellaneous provisions**

- 18.1. Neither Party may assign the rights and obligations under this Agreement to a third party without the written consent of the other Party.
- 18.2. Notwithstanding the foregoing, Studio Vi has the right to transfer its rights and obligations under the Agreement without consent to a parent entity, sister entity or subsidiary entity or to a third party that takes over the Services or the relevant business activities of Studio Vi.

Studio Vi will inform the Client as soon as possible if such a transfer has taken place.

- 18.3. If a provision in the Agreement proves to be null and void, voidable or otherwise invalid, this will not affect the validity of the entire Agreement. In such a case, the Parties will determine a new provision(s) to replace it, which will give shape to the intention of the original provision as far as is legally possible.
- 18.4. Where this Agreement refers to written communication, this includes communication by e-mail, WhatsApp and Slack provided that the identity of the sender and the integrity of the content is sufficiently established.
- 18.5. In the event of disputes, Studio Vi's administration, communication and log files will be deemed to be authentic evidence, subject to evidence to the contrary from the Client.

## Module B: Design and development of Materials

### **Article 19. Applicability**

19.1. The provisions included in this Module C apply additionally if Studio Vi provides services in the context of the development of AI-Tools and other software and Materials such as websites under the Agreement.

### **Article 20. Services**

20.1. In the context of the development of AI-Tools and Materials, the Parties will agree to a statement of work specifying the work to be provided (hereinafter: "Statement of Work"). Studio Vi shall endeavor to perform the work described in the Statement of Work, including the development of any described AI-Tools, with care and in accordance with the requirements of good workmanship. The active and continuous participation and cooperation of Client is a prerequisite for the successful performance and delivery of the development of the AI-Tools and Materials.

20.2. In performing the development of AI-Tools and Materials, Studio Vi shall observe all reasonable safety requirements if prescribed by Client. If Client's requirements in this regard in any way impede or delay the proper and timely performance of the relevant Services by Studio Vi, Studio Vi shall, without prejudice to other rights and remedies under applicable law, be entitled to compensation for all resulting costs and a reasonable extension of time for completion of the work.

### **Article 21. Pricing and payment**

21.1. Unless specifically stated otherwise in the relevant Statement of Work, all Services shall be performed on a "time and material" basis at the rates set forth in the Quotation and shall be

billed at the beginning of the following calendar month (e.g., Services performed in January shall be billed at the beginning of February). Client acknowledges that the hours communicated to Client in the Statement of Work or otherwise are estimates only and that the actual number of hours may differ from the estimates. Studio Vi shall not, however, exceed the number of hours without notifying Client in advance.

### **Article 22. Cooperation**

22.1. Client acknowledges that, when the Parties have agreed on a specific date for the delivery of AI-Tools and Materials, close cooperation as mentioned in article 7 between the Parties is required in order to ensure as much as possible that the project timeline is not disrupted. When the Parties agree on specific dates on which Client must provide feedback or cooperation on delivered (parts of) AI-Tools and Materials, Studio Vi shall reserve the required personnel capacity to process such feedback. If Client does not provide Studio Vi with said feedback or cooperation on such agreed date, Studio Vi shall be entitled to charge Client a stand-by fee equal to fifty percent (50%) of the workday budget as stated in the Quotation per Workday with which the feedback or cooperation is delayed.

### **Article 23. Cancellation**

23.1. In case of cancellation of the work, Studio Vi is entitled to charge costs. These amount to:

- a. If canceled up to two weeks before the start of the work, 10% of the agreed price;

- b. For cancellation between two weeks and one week before commencement of the work, 25% of the agreed price;
- c. For cancellation less than one week before the start of the work, 50% of the agreed price.

**Article 24. Development**

- 24.1. Parties will specify the specifications and/or functional requirements of the AI-Tools and/or Materials to be developed under the Agreement, as well as details surrounding the working method and method of cooperation between the Parties during development, in the Statement of Work.
- 24.2. After the Agreement has been concluded, the development of the AI-Tools and/or Materials, if agreed between the Parties, will be carried out as soon as reasonably possible, unless agreed otherwise. Studio Vi will develop the AI-Tools and/or Materials with due care on the basis of the Statement of Work, data and source materials to be provided by Client. Studio Vi will apply commercially reasonable efforts to carry out the Statement of Work and develop a version of the AI-Tools and/or Materials that complies with the Statement of Work, and deliver such within the time period(s) specified therein. Unless explicitly stated in the Statement of Work or otherwise explicitly agreed, Studio Vi cannot guarantee or ensure the inclusion of specifications or functionalities in the AI-Tools and Materials, or compliance of the AI-Tools and Materials with any sort of certification standards.
- 24.3. Studio Vi is independent in the performance of development tasks under the Agreement. However, Client will be free to provide Studio Vi with instructions as referred to in article 7:402 of the Dutch Civil Code.

- 24.4. If agreed, Studio Vi will update Client regarding the progress of the development of the AI-Tools and Materials with the frequency indicated in the Statement of Work. In doing so, Studio Vi will indicate whether the AI-Tools and Materials is expected to be completed within the time periods specified in the Statement of Work.
- 24.5. In developing AI-Tools and Materials, Studio Vi has the right to use third-party AI-Tools and components, including open source software, provided that the applicable licenses and method of development (and linking of components) does not prescribe that the AI-Tools and Materials are distributed under the same license. If Studio Vi decides to include such, it will provide Client with the applicable terms (if any). Client is responsible for ensuring proper compliance with the relevant third-party licenses when using the AI-Tools and/or Materials.
- 24.6. Studio Vi shall only provide Documentation relating to AI-Tools and/or Materials if this is explicitly specified in the relevant Statement of Work.

**Article 25. Delivery**

- 25.1. Studio Vi will deliver the AI-Tools and/or Materials if, in its professional opinion, it complies with the Statement of Work and is suitable for use.
- 25.2. Parties will specify the method in which the AI-Tools and/or Materials will be made available to Client in the Statement of Work.
- 25.3. If the Statement of Work does not provide a method of delivery or making available, Studio Vi will deliver the AI-Tools and/or Materials by making it available via a secure software development repository to which Client has access via the internet.
- 25.4. The source code of the AI-Tools and/or Materials will only be made available to

Client if this has been explicitly agreed to by both Parties in writing. Such making available of the source code will occur in the same manner as the making available of the AI-Tools and Materials as described in this article.

- 25.5. In the event any issues occur with the provision of source code as arranged above, Studio Vi will provide Client, at Client's first request, with a copy of the source code in a manner to be agreed upon between the Parties.

**Article 26. Acceptance**

- 26.1. The provisions of this article only apply if Agreement specifies that Studio Vi develops AI-Tooling and Materials only to the extent that acceptance testing has been explicitly agreed. If acceptance testing has not been agreed, Client shall accept the AI-Tools and/or Materials in the state that it is in when delivered (on an "as is" and "as available" basis), therefore including all visible and invisible errors and defects.
- 26.2. Unless provided otherwise in the Statement of Work, Client will evaluate the delivered AI-Tools and/or Materials within fourteen (14) days after delivery and accept or reject it in accordance with the acceptance criteria specified in the Statement of Work. If Client does not reject the delivered AI-Tools and Materials within this time period, it will be deemed to have been accepted and deemed to conform to the Statement of Work.
- 26.3. Acceptance of the delivered AI-Tools and Materials will be deemed to have taken place if Client:
- a. approves the delivered AI-Tools and Materials (in writing);
  - b. uses the delivered AI-Tools and Materials for production purposes, including but not limited to the transfer of the AI-Tools and Materials to a production environment; or

- c. does not reject the AI-Tools and Materials within the aforementioned period.

- 26.4. If the AI-Tools and Materials are delivered in stages, Client will, after completion of each stage, provide its acceptance or rejection of the part of the AI-Tools and Materials of that stage in the manner as stipulated above. Client may not base a rejection in a later phase on aspects approved in an earlier phase.
- 26.5. If Client rejects the delivered AI-Tools and Materials in whole or in part, Studio Vi will apply all commercially reasonable efforts to remove the reason for rejection as soon as possible. Studio Vi may do this by revising the AI-Tools and Materials, free of additional charge, or by stating the reasons why the rejection is unjustified. Client will then have seven (7) days to approve or reject the revision or motivation.
- 26.6. Client may only reject the AI-Tools and Materials on the grounds of substantial deviation from the Statement of Work. If objections with regard to the AI-Tools and Materials concern only minor aspects, the AI-Tools and Materials will be deemed to have been accepted subject to the proviso that these objections will still be lifted within a reasonable period of time (it being understood as aspects that do not reasonably prevent the operational use of the AI-Tools and Materials). Additionally, the AI-Tools and Materials may not be rejected because of aspects that can only be assessed subjectively, including but not limited to aesthetic aspects of interfaces.
- 26.7. Deviations from the Statement of Work that were requested by Client will never constitute grounds for rejection of the AI-Tools and Materials.
- 26.8. If Client continues to reject all or part of the AI-Tools and Materials delivered after two (2) rounds of revision or



motivation, Studio Vi is entitled to charge reasonable additional costs for all subsequent revisions, at Studio Vi's current service rates.

- 26.9. If, after two (2) rounds of revision or motivation, a Party indicates that it does not consider further revisions to be useful, both Parties are entitled to terminate the Agreement (or the part of it relating to the relevant AI-Tools and Materials). In that case, Client will only be obliged to reimburse the costs incurred by Studio Vi and the work already carried out, but Client will not be entitled to use or continue to use the AI-Tools and Materials.

#### **Article 27. Intellectual Property Rights**

- 27.1. For the duration of the acceptance procedure described in the previous article, Client shall acquire a limited license to use the AI-Tools and Materials for the (test) purposes described therein.
- 27.2. Client grants Studio Vi permission to use Data without limitation for the training of Studio Vi's artificial intelligence model ("AI-Model") - but only insofar as the Data does not contain any personal data as referred to in the EU General Data Protection Regulation ("GDPR") or otherwise confidential information.
- 27.3. After acceptance as referred to in Article 26 (if applicable) or after delivery as referred to in Article 25 (if the acceptance procedure does not apply), and on condition of payment by Client for the Services that resulted in the AI-Tools and Materials, Studio Vi shall – if expressly agreed between the Parties – transfer the related Intellectual Property Rights to Client. If transfer has not been expressly agreed, Client shall instead acquire a license with respect to the AI-Tools and Materials under the same conditions, mutatis mutandis, as the license for AI-Tools

and Materials as described in Article 28.

- 27.4. Studio Vi ensures that it has full authority to enter into an Agreement for the development provision of AI-Tools and Materials and has all necessary rights, including Intellectual Property Rights, to do so.
- 27.5. Studio Vi represents and warrants that there are no claims by third parties regarding infringement of Intellectual Property Rights or other rights of such third parties with respect to the AI-Tools and Materials. Studio Vi shall indemnify Client and hold Client harmless against all possible claims that third parties may bring against Client in this regard.

#### **Article 28. License grant**

- 28.1. Under the condition of full payment of all claims Studio Vi has against the Client, the Client acquires a non-exclusive and unrestricted right to use the AI-Tools and Materials for the Client at its own discretion. The license granted herein is not exclusive unless otherwise agreed in the SOW.
- 28.2. In developing the AI-Tools and Materials, Studio Vi is entitled to use standard software developed by Studio Vi itself as well as open source software. The Intellectual Property Rights applicable to the developed software supplied by Studio Vi therefore remain vested in Studio Vi and/or its licensors.
- 28.3. If agreed upon, Studio Vi shall provide the source code of the AI-Tools and Materials exclusively developed for the Client to the Client via a source code repository that the Client can access via the Internet.
- 28.4. If Studio Vi has processed open source software in the application realized by Studio Vi exclusively for the Client, then Studio Vi shall indicate which open source licenses apply to it.

The Client will comply with these open source licenses.

- 28.5. The Client is entitled to use the AI-Tools and Materials under the right of use for the company or institution of the Client. The restrictions, including the available functions, are set out in the Agreement.
- 28.6. Unless otherwise agreed in writing, Client is not permitted to sublet or otherwise make the AI-Tools and Materials available to third parties.
- 28.7. The applicability and distribution of Intellectual Property Rights to any data generated by the use of the AI-Model ("AI-Generated Data") depends on many factors. Any Intellectual Property Rights of Studio Vi or its licensors are vested in the AI-Generated Data, shall at all times remain with Studio Vi or its licensors - and Client shall obtain a license with the proviso that Client acknowledges and agrees that the nature of AI-Generated Data means that there may be similarities with other AI-Generated Data and that Client cannot claim exclusivity with respect thereto. To the extent that any Intellectual Property Right of Client is vested in the AI-Generated Content, shall at all times remain with Client.
- 28.8. Given the nature of AI Generated Content, in addition to the safeguards provided by Studio Vi for this purpose, it is the responsibility of the Client to carefully check whether it may infringe the rights of third parties before the Client uses it, and in case of doubt, (i) notify Studio Vi and (ii) make all necessary adjustments to remove the infringing nature. Client indemnifies Studio Vi against any third party claims based on the infringement of an (Intellectual Property) right based on the AI Generated Content.

## Module C: Professional Services

### **Article 29. Applicability**

29.1. The provisions included in this Module C apply additionally if Studio Vi provides general Professional Services such as online marketing services, consultancy, training and advertising under the Agreement.

### **Article 30. Search engine optimization and search engine advertising**

- 30.1. With regard to Services in the field of search engine optimization (hereinafter: "SEO") and search engine advertising (hereinafter: "SEA"), Studio Vi reserves the following rights.
- 30.2. Studio Vi shall make every effort to perform the assignment to the best of its ability. Hereby, for the SEO service, the aim is a good qualitative listing in the most used (or otherwise specifically agreed upon) search engines.
- 30.3. Studio Vi reserves the right to deviate from this in case of difficult to position words, spam from third parties, non-indexing by the search engine(s), rejection or non-indexing of the URL by the search engine due to technical aspects or specifications of the website or technical imperfections or failure to meet and/or follow the advice provided by Studio Vi.
- 30.4. Any (statistical) data (indications) provided by or on behalf of Studio Vi are always indicative, unless explicitly stated otherwise. No rights can be derived from this information by the Client.
- 30.5. Studio Vi is not liable for errors resulting from work performed by third parties, such as Google, among others.
- 30.6. Advertising costs in SEA will be paid directly to third parties such as Google, among others, unless otherwise agreed upon by Parties.

30.7. To the extent required for the purposes of the execution of the Agreement, Studio Vi will enter into paid services with third parties in the name of Client in the context of search engine optimization.

### **Article 31. Advertising**

- 31.1. If maintenance of advertising campaigns is part of the Service (such as the Google AdWords service), Studio Vi will make every effort to manage the agreed advertising campaigns at the agreed search engine(s). This includes linking the desired search terms to relevant pages on the Client's website, removing poorly performing components and regularly reporting and analysing the results of the advertising campaigns to the Client.
- 31.2. The cost of the advertising campaign(s) by search engine(s) will be invoiced to Studio Vi, with a margin of twenty percent (20%) included.
- 31.3. Client is required to pay invoices in a timely manner to avoid failure to launch a campaign, blocking continuation of a campaign or otherwise limiting it. Studio Vi is not liable for the failure, or incomplete operation, of an advertising campaign when Client fails to pay invoices in a timely manner.

### **Article 32. Consultancy**

32.1. Studio Vi will endeavor to ensure that all Consultancy Materials provided under the Agreement are current and accurate, but assumes no risk for any use Client may wish to make thereof. The relevant Consultancy Materials shall only be used by Client for Client's own use and agreed purpose, unless agreed otherwise. More specifically, Client will only use the Consultancy Materials for the purposes specified in the Agreement. If this provision is violated, Studio Vi is entitled to revoke

- the license to use the Consultancy Materials.
- 32.2. Studio Vi cannot guarantee that any Consultancy Materials provided under this Agreement (automated or otherwise) will be completely free of errors.
- 32.3. Without Studio Vi's prior written consent, Client is not entitled to make any communication to a third party about Studio Vi's method, methods and techniques and/or the content of Studio Vi's advice or reports. Client shall not provide or otherwise disclose Studio Vi's advice or reports to any third party, except with Studio Vi's prior written consent.

**Article 33. Training**

- 33.1. The provisions of this clause shall only apply in the event Studio Vi provides trainings, workshops and/or seminars.
- 33.2. Studio Vi will provide the training to the best of its ability exercising reasonable skill and care. Studio Vi will be entirely free to determine the contents of the training and the Consultancy Materials it provides to Client. Studio Vi is entitled to change the location of the training and will timely inform Client of any changes.
- 33.3. Client agrees to act in a responsible manner and shall abide by the rules and regulations that govern the location where the training is provided. If indicated by Studio Vi, Client must bring its own electronic devices required for the training, e.g. laptop and mouse.
- 33.4. The fees for the training are specified in the Agreement. All other costs and expenses, such as expenses for accommodation, transportation, and meals, are not included.
- 33.5. Studio Vi is authorized to exclude Client from participation in the training if the outstanding amounts are not received by Studio Vi before the start of the training.

- 33.6. Client is entitled to cancel or reschedule the training up to fourteen (14) calendar days before the (first) day of the training.
- 33.7. Client acknowledges that the Documentation and other Consultancy Materials that are used and/or presented during the training constitute the Intellectual Property Rights of Studio Vi and/or its licensors and Client agrees to respect those Intellectual Property Rights. In particular, Client is not authorized to: (i) copy, modify, sub-license, sell, decompile, reverse engineer or distribute the course materials, or (ii) remove any copyright or other notice of Studio Vi and/or its licensors from the Consultancy Materials.

## Module D: Hosting Services

### **Article 34. Applicability**

34.1. The provisions included in this Module D apply additionally if Studio Vi provides Hosting Services under the Agreement.

### **Article 35. Installation, configuration and management**

35.1. Unless otherwise agreed in a SLA or unless otherwise follows from the nature of the Hosting Service provided, the Client is responsible for the installation, configuration and management of the Hosting Services considering the Materials and AI-Tools. Studio Vi is entitled to charge Client for any support in this regard.

35.2. Unless otherwise follows from the nature of the Hosting Services provided, the Client does not have the right to independently make modifications or install software within aspects of the Hosting Services managed by Studio Vi, without the written permission of Studio Vi.

35.3. If the Client wishes to independently make a change to any of the Hosting Services provided, this shall be done entirely at the Client's own risk and responsibility, unless the Client has previously notified Studio Vi of the desired change and Studio Vi has approved it in writing. Studio Vi is entitled to attach further conditions to approval.

35.4. If Studio Vi manages the Hosting Services, Studio Vi shall make commercially reasonable efforts to keep the software it deploys for the Hosting Services up to date. However, Studio Vi is dependent on its supplier(s) in this regard. Studio Vi is entitled not to install certain updates or upgrades if, in its opinion, this will not benefit a correct delivery of the Hosting Service or if, in

its opinion, not installing this will not be detrimental to the delivery of the Hosting Service.

### **Article 36. Web hosting and VPS**

36.1. If the Hosting Services (partly) consist of web hosting (also referred to as "shared hosting") the capacity and storage space of the hardware made available by Studio Vi to the Client will be shared with other customers of Studio Vi.

36.2. Because of the shared infrastructure, the Client must prevent unnecessary peak load of the Hosting Services and the Client must refrain from using the Hosting Services in such a way as to cause nuisance to other customers who use the hardware.

36.3. In the event of excessive loading of the hardware by the Client, Studio Vi may temporarily block all or part of the Hosting Services for the Client in order to guarantee the quality of the service for other customers, without being liable in any way for any damage resulting therefrom. In such instance, Studio Vi shall inform the Client as soon as possible and shall discuss a suitable solution with the Client.

36.4. If the Hosting Services (partly) consist of hosting via a Virtual Private Server ("VPS"), Studio Vi shall provide the Client with virtually distributed hardware and the Client shall have its own capacity and storage space.

### **Article 37. IP-addresses**

37.1. Insofar the Hosting Services consist out of the application (on behalf of the Client) and use of IP-addresses (by the Client), the provisions of this article shall apply.

37.2. The IP-addresses made available to the Client remain under Studio Vi's control.



- The IP-addresses can therefore not be included or moved in the event of termination of the Agreement.
- 37.3. Studio Vi shall at all times have the right to change the IP-addresses made available to the Client or to assign a different IP-address to the Client.
- 37.4. When using the IP-address, the Client must comply with all laws and regulations and with all the conditions set by the registering authorities. The use takes place entirely under the responsibility of the Client. The Client shall indemnify and hold Studio Vi harmless from and against all damage related to the use of the IP-address by or on behalf of the Client.
- 37.5. Studio Vi has the right to make the IP-address inaccessible or to block it if the Client fails to fulfil his obligations under the Agreement and does not rectify this failure within fourteen (14) days of written notice of default by Studio Vi.
- 37.6. The application and allocation procedure for IP-addresses is subject to the rules and procedures of the registering authority, such as Réseaux IP Européens ("RIPE"). This instance decides whether or not to assign the IP-address. Studio Vi only plays an intermediary role in the application procedure and gives no guarantee that a request will be honored.
- 38.3. The SSL/TLS certificate is valid for the agreed period of validity, unless it is withdrawn in the meantime. Studio Vi and the relevant supplier can immediately revoke the SSL/TLS certificate, if:
- it appears that the Client has provided incorrect information for the purpose of obtaining the SSL/TLS certificate; or
  - the reliability of the SSL/TLS certificate has been compromised in the opinion of Studio Vi and/or the supplier.
- 38.4. Studio Vi has the right to revoke the SSL/TLS certificate if the Client fails to comply with its obligations under the Agreement and does not rectify this failure within fourteen (14) days of Studio Vi giving notice of default.
- 38.5. When using the SSL/TLS certificate, the Client must comply with all laws and regulations and all conditions set by the relevant certificate authority. These terms and conditions shall be made available by Studio Vi upon Client's request.
- 38.6. If the SSL/TLS certificate is revoked, the Client has no right to a replacement SSL/TLS certificate or to a refund of (part of) the fee for the SSL/TLS certificate, unless the withdrawal is due to the fact that Studio Vi is in default and has not notified this defect within a reasonable period of time. In such a case, Studio Vi shall provide a new SSL/TLS certificate as a replacement for the remaining period of validity of the original SSL/TLS certificate.
- 38.7. Studio Vi shall make every effort to warn the Client before the SSL/TLS certificate expires that the SSL/TLS certificate will have to be renewed. However, it is always the responsibility of the Client to renew SSL/TLS
- Article 38. SSL/TLS certificates**
- 38.1. Insofar as the Hosting Services consist out of the application (on behalf of the Client) and use of certificates, including TLS certificates, (by the Client), the provisions of this article also apply.
- 38.2. The application and award process of SSL/TLS certificates is subject to the rules and procedures of the certificate authority issuing the SSL/TLS certificate. The relevant certificate authority will decide on the allocation of the SSL/TLS certificate and will carry out the checks deemed necessary for this purpose. Studio Vi only plays an

certificates on time. This can be deviated from by means of a SLA.

**Article 39. Domain names**

- 39.1. Insofar as the Hosting Services consist out of the application (on behalf of the Client) and use of domain names (by the Client), the provisions of this article shall also apply.
- 39.2. Studio Vi only plays a mediating role in the application procedure. Since the rights of third parties may be at issue, Studio Vi cannot guarantee the existence or continuity of registered domain names.
- 39.3. If the requested domain name has been registered, Studio Vi will send a confirmation e-mail to the Client. Only from this confirmation email, Client can conclude that the domain name has been successfully registered. An invoice for the registration fee is not a confirmation of registration.
- 39.4. When using a domain name, the Client must comply with all laws and regulations and with all the conditions set by the registering authorities. The use takes place entirely under the responsibility of the Client. The Client indemnifies and holds Studio Vi harmless for all damage related to the use of the domain name by or on behalf of the Client.
- 39.5. In the event that a domain name is terminated by the Client himself or due to a decision about a domain dispute, the Client is not entitled to a replacement domain name or a refund.
- 39.6. The Client shall inform Studio Vi immediately, but in any case within five (5) calendar days, and in writing, of any changes with regard to the data of the domain holder.
- 39.7. Studio Vi has the right to make the domain name inaccessible or to block it, or to place it in its own name (or have it placed in its own name) if the Client fails to fulfil his obligations under the Agreement and does not remedy this

failure within fourteen (14) days of the Studio Vi's notice of default.

- 39.8. If the Agreement is terminated or dissolved due to default by the Client, Studio Vi has the right to terminate the Client's domain names, without being liable in any way for any damage resulting from this.
- 39.9. The procedure for applying for and granting domain names is subject to the rules and procedures of the registering authority, such as the Stichting Internet Domeinregistratie Nederland ("SIDN") (Foundation for Internet Domain Registration in the Netherlands) for .nl domain names. The authority concerned decides whether or not to grant the domain name.

**Article 40. Rules of use**

- 40.1. The Client warrants that the Hosting Services will not be used for activities that conflict with any applicable laws or regulations. In addition, it is expressly prohibited (whether lawful or not) to offer or distribute materials through the Hosting Services:
  - a. contain malicious content (such as malware or other malicious software);
  - b. violate the rights of third parties (such as Intellectual Property Rights), or are undeniably defamatory, defamatory, insulting, discriminatory or hate-mongering;
  - c. contain information about, or can be helpful in, violating the rights of third parties, such as hacking tools or explanations about computer crime that are intended to commit or cause the reader to commit criminal behavior and not to be able to defend themselves against it;
  - d. a violation of the privacy of third parties, including in any case, but not exclusively, the unauthorized distribution of personal data of third parties; contain hyperlinks,

- torrents or references to (locations of) materials that infringe copyrights or other Intellectual Property Rights; or
- e. include, or appear to be intended to help others find, child pornography, bestiality pornography, or animations thereof.
- 40.2. The Client is only permitted to use the Hosting Services to disseminate (unsolicited) commercial, charitable or idealistic communication in accordance with the applicable laws and regulations.
- 40.3. The Client shall refrain from obstructing other clients or internet users or damaging the systems or networks of the Studio Vi or other clients. The Client is prohibited from starting processes or programmes, whether or not via the Studio Vi's systems, of which the Client knows or can reasonably suspect that this will hinder or damage the Studio Vi, its customers or internet users.

**Article 41. Notice and Takedown**

- 41.1. If, in the opinion of Studio Vi, hindrance, damage or other danger arises to the functioning of the computer systems or the network of the Studio Vi or third parties and/or of the services via the Internet, in particular as a result of excessive sending of e-mail or other data, (distributed) denial of service attacks, poorly secured systems or activities of viruses, Trojans and similar software, Studio Vi is entitled to take all measures that it reasonably deems necessary to avert or prevent this danger. Studio Vi may recover the costs that are reasonably necessary in connection with these measures from the Client.
- 41.2. If Studio Vi is informed by a third party of unlawful information on its servers or otherwise discovers Client has stored materials in violation of these General Terms and Conditions or the applicable

law, Studio Vi is entitled to remove the material or render it inaccessible. Studio Vi is authorized at all times to report any criminal acts that are discovered and will cooperate with duly authorized orders and commands. In addition, Studio Vi is authorized to provide the name, address, IP address and other data identifying Client and/or an User to a third party who has complained that Client and/or an User has violated its rights or the provisions of the Agreement, provided that:

- a. it is sufficiently plausible that the information, on its own, is unlawful and harmful with regard to the third party;
- b. the third party has a genuine interest in obtaining the data;
- c. it is plausible that, in the specific case, there is no less far-reaching measure to obtain the data; and
- d. examining the interests involved entails that the third party's interest should prevail.

- 41.3. Client indemnifies Studio Vi against all legal claims with respect to data, information, websites, materials, etc. that have been stored by Client or its Users. In this regard, Studio Vi is not liable for any damage or loss suffered by Client caused by any action taken by Studio Vi following a report from a third party, even if the report turns out to be incorrect and the information is not breaching applicable law.
- 41.4. Client hereby grants Studio Vi an unlimited license to distribute, store, forward or copy all materials supplied by Client on Studio Vi's systems, in a manner deemed appropriate by Studio Vi, but solely to the extent this is reasonably required for the purpose of Studio Vi's fulfilment of the Agreement.
- 41.5. Studio Vi may recover damages resulting from violations of these rules of use from the Client.
- 41.6. If the Client violates these rules of use, Studio Vi is entitled to block access to

the Hosting Service(s) and/or the materials in question and to suspend or terminate the Agreement.

**Article 42. Usage limits**

- 42.1. Studio Vi may impose a limit on the capacity the Client may or can use within the framework of the Hosting Services. Examples include a maximum quantity of data storage or network traffic.
- 42.2. If the usage limits are exceeded, Studio Vi may charge additional costs, or (after providing a written warning) limit the use of the Hosting Services to the permitted capacity.
- 42.3. If no limit has been set for the capacity, a fair use policy will apply to the Hosting Services concerned. This must be understood to mean that the Client may use a maximum of twice the capacity used by other Studio Vi customers under similar circumstances. Studio Vi may charge additional costs, or (after providing a written warning) limit the use of the Hosting Services to the permitted capacity, if Client exceeds this fair use policy.
- 42.4. Studio Vi is not liable for the consequences of the Hosting Service not functioning properly if the Client exceeds the applicable usage limit, whether or not based on fair use.

**Article 43. Availability**

- 43.1. Unless the Parties expressly agree otherwise in a SLA, the availability and the maintenance of the AI-Tools and/or Materials will always be on the basis of best efforts and with due observance of the provisions of this article.
- 43.2. Studio Vi will endeavour to keep the AI-Tools and/or Materials available as much as possible, but cannot guarantee uninterrupted availability. Studio Vi will be entitled to take the AI-Tools and/or Materials temporarily out of operation for the purpose of maintenance activities.

- 43.3. If any obstruction, loss or other threat arises or may arise for the operation of Studio Vi's computer systems or network or third-party computer systems or networks, for instance due to excessive sending, uploading or downloading of data, network attacks, poorly protected systems, or activities of viruses or other harmful software, Studio Vi will be entitled to take all measures that it deems reasonably necessary to avert or prevent this threat. Studio Vi will inform the Client as soon as possible.

**Article 44. Maintenance**

- 44.1. Studio Vi actively maintains the AI-Tools and/or Materials. If an AI-Tool and/or Material is provided through a hosting solution maintained by Studio Vi, maintenance causing impact to the availability of the AI-Tool and/or Material will be announced in advance and will, where possible, be carried out when use is averagely low. Emergency maintenance however can be carried out at any moment and without prior notice.
- 44.2. Studio Vi may from time to time add or change functionalities of the hosted AI-Tools and/or Materials. Suggestions and feedback of the Client are welcome, but ultimately Studio Vi decide which functionality will be added or changed.
- 44.3. Studio Vi shall endeavor to announce changes to the hosted AI-Tools and/or Materials at least fourteen (14) days in advance. Minor changes that, in the opinion of Studio Vi, do not affect the functionality in a meaningful way, will be made without prior notice.
- 44.4. If the AI-Tools and/or Materials are installed on the Client's own cloud environment and the Parties have not agreed on further maintenance or management activities to be performed by Studio Vi involving installing updates to the AI-Tools and/or Materials, the Client itself is responsible for installing

new updates and upgrades made available by Studio Vi. In such cases, Studio Vi cannot be held responsible for faults that were fixed in an upgrade or update that wasn't installed by the Client after having been made accessible.

44.5. The Parties may deviate from this article by way of the SLA.

**Article 45. Support**

45.1. Studio Vi will provide a reasonable level of general user support for the delivered Materials and/or AI-Tools by e-mail and/or phone. The Client is requested to consult the Documentation regarding before submitting a support request by e-mail or phone.

45.2. If the Documentation does not facilitate a solution, the Client may contact the Studio Vi helpdesk by e-mail or by phone. The helpdesk is available from 9.00 to 18.00 (CET) and up-to-date contact details are available on the Website. Studio Vi endeavours to respond to helpdesk requests as soon as possible.

45.3. The Parties may deviate from this article by way of the SLA.