Last updated: 17-02-2026

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) is dated [•] (the “**Effective Date**”) and is made:

BY AND BETWEEN: **(1)** **PRISMOS**, a private limited liability company (*besloten vennootschap* or *BV*), incorporated, organized and existing under the laws of Belgium, with registered office at Bekaflaan 54, 3200 Aarschot, and registered with the Crossroads Bank for Enterprises (*Kruispuntbank van Ondernemingen*) under number 1013.252.201 (pepijn@prismos.ai);

hereinafter referred to as the “**Vendor**”;

AND: **(2)** {{company_name}}**,** a private limited liability company (besloten vennootschap or BV), incorporated, organized and existing under the laws of Belgium, with registered office at [•], and registered with the Crossroads Bank for Enterprises (Kruispuntbank van Ondernemingen) under number [•] ({{contact_email}});

hereinafter referred to as the “**Company**”.

The Vendor and the Company are hereinafter jointly referred to as the “**Parties**” and each individually as a “**Party**”.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SERVICES

1.1. The Vendor shall provide the services (the “**Services**”) to the Company as specified in a mutually agreed-upon sales order form (the “**Sales Order Form**”). Additionally, the Vendor shall grant the Company access to the Vendor Technology (as defined below) as set out in such Sales Order Form. The Sales Order Form shall be attached and incorporated into this Agreement by reference.

1.2. The terms and conditions included in the Sales Order Form shall take precedence over this Agreement. The Parties acknowledge and agree that one or more Company Affiliates may enter into a Sales Order Form under this Agreement and will be considered “Company” for purposes of that Sales Order Form. However, the primary liability under all Sales Order Forms executed under this Agreement shall remain with the Company. Unless otherwise agreed in writing, this Agreement shall govern any future services and access to Vendor Technology that the Vendor provides to the Company and its Affiliates, regardless of whether a Sales Order Form, or other document expressly references this Agreement.

1.3. For purposes of this Agreement, “**Affiliate**” means any legal entity that owns, is owned by, or is under common control with a Party. “**Control**” or “**own**” means the direct or indirect power to direct or cause the direction of the management and policies of a Party, whether through ownership of voting securities, by contract, or otherwise. Once this control relationship ceases, the entity will no longer be considered an “Affiliate”.

2. TERM

Unless otherwise specified in the Sales Order Form, the term of this Agreement shall commence on the Effective Date and continue for an initial period of one year (the “**Initial Term**”). Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (the “**Renewal Term**”), unless: (a) any Party provides the other Party with written notice of its intent not to renew at least 60 days before the end of the Initial Term or any Renewal Term; or (b) the Parties expressly agree otherwise in writing.

3. RELATIONSHIP

The Vendor's relationship to Company shall be that of an independent contractor. As such, the Vendor shall be solely responsible for all payments related to its business, including wages, federal, state, and local income taxes, government-mandated deductions and contributions for social security, unemployment, and worker's compensation.

4. COMPENSATION

4.1. Provided the Vendor has rendered the Services in accordance with this Agreement, the Company shall pay the Vendor the applicable subscription fees for use of the Vendor Technology, as specified in the applicable Sales Order Form, along with any rate(s) or budget identified in the relevant Sales Order Form. The Company will also reimburse the Vendor for any pre-approved, out-of-pocket expenses incurred by the Vendor.

4.2. Unless otherwise specified in the Sales Order Form, the Vendor shall invoice the Company monthly, and the Company will pay invoices within 30 days of receipt. If any portion of an invoice is disputed in good faith, the Parties will address the disputed amount as agreed in writing.

5. OWNERSHIP AND LICENSE

5.1. The Vendor shall retain all rights, title, and interest in and to (a) its proprietary technology platform, including, without limitation, any software, copyrights, and methodologies used by the Vendor to perform the Services, whether owned or licensed by the Vendor prior to the Effective Date, or developed, created, or otherwise acquired by the Vendor during the Term, as well as algorithms, proprietary and technical information therein, and any updates and enhancements that the Vendor generally provides to its customers in good standing or specifically provides to the Company under this Agreement; and (b) any improvements, enhancements, upgrades, derivative works, modifications, additional modules, or features developed or created by the Vendor during the term of this Agreement (jointly, the "**Vendor Technology**"). Additionally, the Vendor will exclusively own all right, title, and interest in any feedback, ideas, or provided by the Company relating to the services and Vendor Technology.

5.2. The Vendor grants the Company a worldwide, non-exclusive, time-limited, non-transferable, restricted license to access and/or use the Vendor Technology during the Term, in accordance with the related documentation provided by the Vendor and in the quantities specified in the applicable Sales Order Form. With the prior written approval of the Vendor, the Company may authorize subcontractors to access and/or use the Vendor Technology, subject to the license/user limits established in the Sales Order Form.

5.3. The Company shall not make the Vendor Technology available to, or allow access by, anyone other than its designated users. The Company shall not license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease, time-share, copy, or otherwise commercially exploit the Vendor Technology except as expressly permitted by this Agreement.

5.4. The Company shall not alter, modify, reverse engineer, decompile, disassemble, translate, or attempt to extract the source code of the Vendor Technology or any portion thereof. The Company also shall not disable or circumvent any access controls or procedures established for the Vendor Technology, attempt unauthorized access to it, or access it with the intent of building a competitive (in-house) product or service.

5.5. The Company shall not: (a) use the Vendor Technology in any manner that violates any applicable law, statute, ordinance, or regulation; (b) knowingly introduce into the Vendor Technology, or post, upload, reproduce, distribute, or otherwise transmit, (i) malicious code, viruses, worms, time bombs, Trojan horses, or other harmful code, files, scripts, agents, or programs, (ii) defamatory, infringing, indecent, or unlawful materials or information, (iii) inappropriate, profane, or obscene materials or information without suitable or legally required access controls, or (iv) remove any copyright or proprietary notices from the Vendor Technology or file any copyright or patent applications that include any part of the Vendor Technology.

6. COMPANY DATA AND IP

6.1. Between the Company and the Vendor, the Company will retain all rights, title, and interest in any data and information collected or obtained by the Vendor in connection with the services provided under this Agreement (the "**Company Data**"). The Company Data shall be treated as the Company's Confidential Information (as defined below) and may not be used by the Vendor other than to provide the services or disclosed to any third party without the Company's prior written consent. Notwithstanding the foregoing, the Vendor may collect usage data and other information (excluding the Company Data) from the Company's use of the services and Vendor Technology. Such usage data may be used by the Vendor in an anonymized and aggregated form that does not identify or enable identification of the Company or any individual, to analyze and improve the Vendor's products and services.

6.2. The Company exclusively owns all materials provided by the Company to the Vendor under this Agreement, as well as the Company's trademarks, copyrights, patents, and other intellectual property (jointly, the "**Company IP**"). The Vendor agrees that any use of the Company IP benefits the Company, including all goodwill therein, and that no ownership interest in the Company IP is acquired by the Vendor as a result of this Agreement.

6.3. Notwithstanding the foregoing, the Company shall not own any ideas, templates, know-how, processes, methodologies, or materials developed by the Vendor independently of activities under this Agreement, including any related derivatives, modifications, or enhancements.

7. WARRANTIES

7.1. The Vendor represents, warrants, and covenants for itself and, if applicable, its Affiliates and subcontractors, to the Company that:

7.1.1. The Vendor has all necessary right and authority to enter into this Agreement and provide the Services, including the Vendor Technology, to the Company as required by this Agreement. Upon execution and delivery, this Agreement will constitute a legal, valid and binding obligation enforceable against it, in accordance with its terms.

7.1.2. The person executing this Agreement on the Vendor's behalf is duly authorized to bind the Vendor to all obligations, covenants, and representations set out herein.

7.1.3. The Services shall be performed diligently, with technical competence, and in a professional manner, in accordance with applicable industry standards, this Agreement, and any Sales Order Form.

7.1.4. The Vendor's performance under this Agreement shall comply with all applicable laws, rules, and regulations (the "**Applicable Laws**") relevant to the Services and will not infringe any third-party intellectual property rights in any material respect.

7.1.5. The Vendor will provide the necessary support to enable the Company to continue using any embedded intellectual property if the Vendor undergoes bankruptcy or liquidation. In such cases, the Vendor shall provide the Company with a duplicate of the relevant intellectual property, allowing continued use in alignment with the purposes of this Agreement.

7.2. The Company represents, warrants, and covenants to the Vendor that:

7.2.1. The Company has all necessary rights and authority to enter into this Agreement, and upon execution and delivery, this Agreement will be a legal, valid, and binding obligation enforceable against the Company in accordance with its terms.

7.2.2. The person executing this Agreement on behalf of the Company is duly authorized to bind the Company to all obligations, covenants, and representations set out herein.

7.2.3. The Company's performance of its obligations under this Agreement shall comply with all Applicable Laws.

7.2.4. The Company shall cooperate with the Vendor as reasonably required to enable the Vendor to perform the Services and provide the Vendor Technology as required under this Agreement.

7.2.5. The Company shall have the right to store its provided data for logging and improvement purposes, unless otherwise agreed upon.

7.2.6. The Company shall be solely responsible for final price setting, although the Vendor may facilitate the listing and price-setting process.

7.2.7. The Company understands that the Vendor may, from time to time, provide IT or technical assistance and support free of charge. The Company acknowledges that because such support is provided at no cost, the Vendor does not bear any responsibility for it.

7.3. In addition to being true as of the Effective Date, each of the foregoing representations will always remain true during the Term of this Agreement. Each representation is material and is relied upon by the other Party.

8. TERMINATION

8.1. Either Party may terminate this Agreement, or any Sales Order Form, at its convenience, by providing 60 days' prior written notice to the other Party. If the Company terminates this Agreement, it will have no further obligation to the Vendor other than to pay the agreed-upon yearly subscription and service fees for the committed Initial Term or Renewed Term (even if the subscription year has not ended, or if the services have not been fully performed), as outlined in the applicable Sales Order Form.

8.2. Either Party may terminate this Agreement, or any Sales Order Form, if the other Party commits a material breach. Termination can occur upon written notice to the breaching Party, *provided that* the breach is not cured within 60 days of receiving the notice, or immediately if the breach cannot be cured (as determined by the Vendor in its discretion).

8.3. Either Party may terminate this Agreement upon written notice to the other Party if the other Party: (a) becomes insolvent or admits its inability to pay its debts as they become due; (b) becomes subject to any bankruptcy or insolvency proceeding, either voluntarily or involuntarily, which is not stayed within seven days or dismissed within 90 days; (c) is dissolved, liquidated, or takes action to dissolve or liquidate itself; (d) makes a general assignment for the benefit of creditors; or (e) has a receiver, trustee, custodian, or similar agent appointed by a court to manage or sell a substantial portion of its property or business.

8.4. Upon termination of this Agreement, each Party shall promptly return, to the extent commercially feasible and at the written request of the other Party, all Confidential Information of the requesting Party, along with any other data and materials in its possession.

9. INDEMNIFICATION

9.1. The Vendor agrees to indemnify, hold harmless, and defend the Company and its Affiliates from any Third-Party Claims arising from:

(a) the willful misconduct or negligence of the Vendor; and

(b) the Vendor’s breach of its representations, warranties, or obligations under this Agreement.

A "**Third-Party Claim**" means any claim, suit, or proceeding brought by an external party against a Party, including any resulting liabilities, damages, losses, fines, or costs incurred by that Party.

9.2. The Company agrees to indemnify, hold harmless, and defend the Vendor, its members, partners, officers, directors, shareholders, employees, agents, and representatives against any Third-Party Claims arising from:

(a) the willful misconduct or gross negligence of the Company; and

(b) the Company's breach of its representations, warranties, or confidentiality obligations under this Agreement.

9.3. The Party seeking indemnification for a Third-Party Claim (the "**Indemnified Party**") must promptly notify the responsible Party (the "**Indemnifying Party**") in writing about the claim's circumstances. Failure to do so on time will not affect the indemnification obligation unless it materially prejudices the Indemnifying Party’s ability to defend the claim. The Indemnified Party must cooperate with the Indemnifying Party, providing necessary information at the Indemnifying Party's expense. The Indemnifying Party will control the defense and settlement of the Third-Party Claim, but the Indemnified Party may participate using its own counsel at its own expense. The Indemnified Party cannot incur costs or make compromises without prior written consent from the Indemnifying Party. The Indemnifying Party cannot settle the claim in a way that imposes financial obligations or adversely affects the Indemnified Party without the latter’s prior written consent, which cannot be unreasonably withheld or delayed.

9.4. The Vendor’s indemnification obligations will not apply to infringements arising from:

(a) the Company's continued use of an infringing deliverable or Vendor Technology after being notified of a Third-Party Claim by the Vendor;

(b) modifications made by the Company to the deliverable or Vendor Technology without the Vendor’s written approval, where the infringement is caused by such modification;

(c) combining the deliverable or Vendor Technology with other products, processes, or technologies that are not required for the operation of the deliverable or Vendor Technology, where the infringement would have been avoided without such combination; and

(d) the Company’s use of the deliverable or Vendor Technology in violation of this Agreement or the applicable Sales Order Form.

10. LIMITATION OF LIABILITY

10.1. Neither Party shall be liable for consequential, incidental, punitive, special, exemplary, or indirect damages or expenses (including, without limitation, lost profits or other economic loss, lost reimbursements, lost data, or lost savings), even if they were informed of the potential for such damages.

10.2. To the fullest extent permitted by Applicable Laws, the liability of either Party arising from or in connection with this Agreement, whether based on contract, warranty, tort (including negligence, product liability, or any other legal theory), shall be limited to the total amount of subscription and service fees actually paid by the Company during the six months preceding the event or series of events that gave rise to the claim. This amount shall be the maximum liability in any six-month period.

10.3. The Company hereby excludes any extra-contractual liability related to the formation, performance, and termination of this Agreement or designated sales order (and guarantees that any of its affiliates exclude this) with respect to the Vendor and its directors, employees, shareholders, and direct or indirect auxiliary persons (and/or its affiliated persons) to the fullest extent permitted by law (including gross negligence).

11. CONFIDENTIAL INFORMATION

11.1. "**Confidential Information**" means non-public information, trade secrets, and know-how that is either designated as confidential or reasonably understood to be so. This includes the terms and conditions set out in this Agreement, negotiations, and any business, technical, or customer information obtained from the other Party. Both Parties agree not to disclose such information to third parties, except to necessary advisors or agents who will treat it confidentially. Confidential Information should only be used for the purposes of this Agreement and protected with reasonable care.

11.2. Confidential Information does not include information that: (a) becomes public through no fault of the recipient, (b) is independently developed, (c) was already known by the recipient, or (d) is lawfully obtained from a third party. Disclosure is allowed if required by law or court order, with the recipient taking steps to limit disclosure and notify the disclosing Party.

11.3. The confidentiality obligations last for five years after the Agreement ends, or longer for trade secrets as per applicable law. Rights and remedies accrued under this section survive termination.

12. MISCELLANEOUS

12.1. **Assignment.** This Agreement, or any part thereof, may be assigned, transferred, or conveyed by the Vendor, *provided that* such assignment is consistent with the terms herein. The Vendor may subcontract, assign, or delegate any of the Services or its obligations under this Agreement, or any Sales Order Form, whether in whole or in part, to third parties, without the prior consent of the Company, for as long as such subcontracting or delegation does not relieve the Vendor of its responsibilities under this Agreement.

12.2. **Severability.** If any term or provision of this Agreement is determined to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it enforceable, reflecting the parties' original intent to the greatest extent possible.

12.3. **Entire Agreement.** This Agreement, together with its exhibits, appendices, and any amendments, constitutes the entire agreement between the parties, superseding all prior or contemporaneous negotiations, representations, proposals, or communications, whether written or oral. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all of which, taken together, will constitute one and the same agreement. Electronic signatures shall be deemed equivalent to original signatures.

12.4. **Survival.** Provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement shall continue in full force and effect, notwithstanding such expiration or termination.

12.5. **Force Majeure.** If either Party's performance under this Agreement is delayed, hindered, or prevented due to a Force Majeure Event (which includes, but is not limited to, public health or safety emergencies, strikes, labor shortages, natural disasters, government actions, acts of war or terrorism, fire, or other events beyond the reasonable control of the affected Party), such Party shall be excused from performance to the extent impacted by such Force Majeure Event, *provided that* the affected Party promptly notifies the other Party in writing. The affected Party shall make commercially reasonable efforts to mitigate the impact and resume performance as soon as possible. If the Force Majeure Event lasts more than 10 days, or another mutually agreed period, either Party may terminate this Agreement by providing written notice to the other.

12.6. **Modifications, Waiver.** This Agreement may only be amended, modified, or waived through a written document executed by duly authorized representatives of both Parties. Any modifications made in a Sales Order Form shall not be considered valid amendments under this Agreement. The waiver of any breach or failure to enforce any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision.

12.7. **Notices.** All legal notices under this Agreement must be in writing and will be considered duly given (a) upon delivery if personally delivered, sent via nationally recognized overnight courier, or transmitted by email, or (b) five business days after mailing, if sent by registered or certified mail with return receipt requested, or by any other equivalent method with delivery fees pre-paid. Notices must be sent to the addresses provided on the introductory page of this Agreement. This section does not apply to notices related to legal actions, arbitration, or other dispute resolution processes.

13. DISPUTE RESOLUTION

13.1. This Agreement shall be governed by and construed in accordance with the laws of Belgium, without regard to the conflict of laws provisions thereof. The Parties hereby submit to the personal and subject matter jurisdiction of the competent courts of the registered seat of the Vendor, which shall be the exclusive venue for any such dispute.

13.2. In the event that any legal action, arbitration or other proceeding is instituted to enforce any provision in this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including any appeal of such action or proceeding, in addition to any other relief to which that Party may be entitled.

(remainder of page left blank intentionally)

IN WITNESS THEREOF, this Agreement is entered into on [·], in as many copies as there are Parties, each Party acknowledging the receipt of an original and signed copy of this Agreement.

The Vendor,

Mr. Pepijn MORES director	Mr. Christophe GEUDENS director

The Company,

Mr. {{contact_name}}
director