BETA TRIAL TERMS

THESE BETA TRIAL TERMS ("TERMS") (in the version dated January 21, 2026) FORM PART OF THE RESPECTIVE AGREEMENT ("AGREEMENT") BETWEEN ADVERITY GMBH WITH COMPANY REGISTRATION NUMBER 448481 OR ADVERITY INC. (FOR US CUSTOMERS) AND THE CUSTOMER.

The Terms govern Customer's participation in beta trials for experimental features, including AI-enabled functionalities ("Beta Features").

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Beta Trial Matters

I. Scope and Purpose of Beta Features

1.1. Beta Features may be added during the applicable Subscription Term, subject to mutual agreement. Beta Features are designated as beta, pilot, limited release, developer preview, non-production, or by a description of similar import.

1.2. Beta Features include, but are not limited to:
- AI systems and agents that operate across the SaaS Platform;
- AI functionalities that may interact with Customer's third-party platforms and systems;
- Experimental data processing, analysis, and automation capabilities; and
- Any other features explicitly designated as "Beta" by Adverity.

1.3. Beta Features are provided for evaluation and testing purposes only and are not intended for production use or business-critical operations.

II. Beta Feature Characteristics and Limitations

2.1. **Experimental Nature:** Beta Features are in development and may:
- Contain bugs, errors, or defects;
- Perform unpredictably or inconsistently;
- Be incomplete or lack full functionality;
- Undergo significant changes or modifications without notice;
- Be discontinued at any time at Adverity's sole discretion.

2.2. **No Support Obligations:** Beta Features are not covered by Customer Support, Technical Support, Implementation Services, Professional Services, Managed Services, or Premium Services.

2.3. **Subject to Change:** Adverity reserves the right to modify, discontinue, restrict, or withdraw Beta Features at any time without prior notice or liability to Customer.

III. AI-Specific Terms and Conditions

3.1. **AI System Functionality:** AI-enabled Beta Features may:
- Process Customer Data using machine learning models and algorithms;
- Generate outputs, recommendations, suggestions, or forecasts;
- Operate autonomously or semi-autonomously across platforms;
- Access and interact with third-party systems as authorised by Customer.

3.2. **AI Output Disclaimer:** Any recommendations, suggestions, or forecasts created by the SaaS (including AI-enabled Beta Features) based on data provided by Customer are not guaranteed to be correct. Adverity makes no warranties or representations, express, implied, or otherwise regarding the accuracy, completeness, or performance of the provided information. Customer acknowledges that

Adverity cannot be held liable at any time for any losses due to decisions or transactions made based on this information.

3.3. **No Reliance on AI Outputs:** Customer shall not rely on AI-generated outputs for business-critical decisions, production operations, or any purpose where errors could result in financial loss, reputational damage, legal liability, or harm to individuals.

3.4. **Third-Party Platform Access:** Where Beta Features enable the access or operation (incl AI agents) across Customer's third-party platforms and systems, Customer:
- Warrants that it has obtained all necessary authorisations, consents, and permissions to grant such access;
- Acknowledges that Adverity is not responsible for compliance with third-party terms of service;
- Agrees to indemnify Adverity against claims arising from unauthorised access to third-party systems; and
- Accepts full responsibility for monitoring and controlling AI agent activities across such platforms.

IV. Customer Responsibilities and Obligations

4.1. **Compliance:** Customer is responsible for complying with the applicable (AI-)laws and the Agreement and ensuring the accuracy, quality, and legality of Customer Data and how it is obtained and shared with Adverity.

4.2. **Authorised Use Only:** Customer shall:
- Limit access to Beta Features to authorised Users who understand their experimental nature;
- Not use Beta Features for processing live Customer data, financial transactions, or business-critical operations;
- Implement appropriate safeguards to prevent unintended consequences from AI agent actions.

4.3. **Monitoring and Control:** Customer shall:
- Actively monitor the operation and outputs of Beta Features;
- Implement controls to limit the scope of AI agent activities;
- Maintain the ability to immediately disable or disconnect Beta Features;
- Review and validate all AI-generated outputs before relying on them.

4.4. **Feedback and Incident Reporting:** Customer shall:
- Immediately inform Adverity of any bugs, errors, security incidents, or unexpected behaviour;
- Provide detailed feedback on Beta Feature performance and functionality;
- Cooperate with Adverity in investigating and resolving issues;
- Report any data breaches or security incidents without undue delay.

4.5. **Third-Party Authorisations:** Customer warrants that:
- It has obtained all necessary permissions to connect Beta Features to third-party platforms;
- It has authority to grant Adverity access to such platforms via AI agents;
- Such access does not violate any third-party terms of service or applicable laws.

Legal Matters

V.   Data Processing for Beta Features

5.1. **Enhanced Data Processing:** Adverity only processes the following personal data by default on behalf of the Customer: login credentials (name, email, IP-address and time-stamp) belonging to the User(s) of Adverity. However, Beta Features may process additional categories of personal data beyond default processing.

5.2. **DPA Amendment:** If the services are altered and such altered services involve new or amended processing of Personal Data, the Data Controller shall instruct the Data Processor to update the "Data Controller's Processing Instructions" as appropriate before or at the latest in connection with the commencement of such processing. Customer acknowledges that participation in Beta Features may require amendments to the Data Processing Agreement.

5.3. **Sub-Processors for AI:** Amazon Web Services EMEA Sarl (Amazon Web Services Inc. in case of US-Customers), Microsoft Ireland Operations Ltd (Microsoft Corporation, in case of US-Customers), Google Cloud EMEA Limited (Google LLC, in case of US-Customers), Snowflake Computing BV (Snowflake Inc. in case of US-Customers) and OpenAI Ireland Ltd are engaged as Sub-processors for enabling Adverity's AI functionalities (applicable if the Data Controller processes personal data in Adverity's SaaS and shares it with the AI functionalities). Customer consents to the engagement of these Sub-processors for Beta Features involving AI.
Please note that for AI systems used by Customer independently from the SaaS, even if they interact with SaaS via MCP or similar functionalities, Adverity does not act as a data processor and the use of sub-processors is not agreed.

5.4. **Special Categories of Data:** The Data Controller does not intend to and will not instruct the Data Processor to process any special categories of Personal Data. Customer shall ensure that Beta Features do not process special categories of personal data unless explicitly agreed in writing and appropriate legal bases are established.

5.5. **Data Minimisation:** Customer shall configure Beta Features to process only the minimum personal data necessary for evaluation purposes.

VI.   Warranties and Disclaimers

6.1. **"As Is" Provision:** Beta Features are provided "AS IS" and "AS AVAILABLE" with no express or implied warranty of any kind.

6.2. **No Performance Warranties:** Whilst the SaaS shall perform materially following the Documentation and as outlined in the Commercial Agreement, this warranty does not apply to Beta Features. Adverity makes no warranties regarding:
- Functionality, performance, or reliability of Beta Features;
- Accuracy, completeness, or usefulness of AI-generated outputs;
- Compatibility with Customer's systems or third-party platforms;
- Availability, uptime, or continuity of Beta Features;
- Fitness for any particular purpose.

6.3. **Exclusion of Warranties:** Except as expressly provided in this MSA, Adverity makes no representations, warranties, terms, conditions, or statements, express or implied, statutory or otherwise

regarding any matter, including the merchantability, suitability, or fitness for a particular use or purpose, or that the operations of the SaaS will be uninterrupted or error-free. This exclusion applies with full force to Beta Features.

6.4. **No Malicious Code Warranty for Beta:** Whilst Adverity warrants that it will not transmit Malicious Code to Customer, this warranty is subject to the experimental nature of Beta Features, and Customer acknowledges increased risk of bugs and errors.

VII. Limitation of Liability

7.1. **Enhanced Liability Exclusion:** In addition to the liability limitations included in the Agreement, Adverity disclaims all liability for Beta Features, including but not limited to:
- Errors, bugs, defects, or malfunctions in Beta Features;
- Inaccurate, incomplete, or harmful AI-generated outputs;
- Actions taken by AI agents across Customer's or third-party platforms;
- Data loss, corruption, or unauthorised disclosure resulting from Beta Features;
- Business interruption, lost profits, or consequential damages;
- Claims by third parties arising from Beta Feature use.

7.2. **Liability Cap:** Adverity's total liability in the Agreement agreed between Adverity and Customer applies, including those claims arising from Beta Features.

7.3. **Customer Assumption of Risk:** Customer acknowledges and accepts that participation in Beta Features is entirely at Customer's own risk. Customer assumes full responsibility for any consequences arising from the use of Beta Features.

VIII. Intellectual Property

8.1. **Adverity Ownership:** Adverity reserves all rights, title, and interest in and to the SaaS, including all related intellectual property rights. In addition, Adverity owns all rights, title, and interest, including all intellectual property rights, in and to any improvements to the SaaS or any new programs, upgrades, modifications or enhancements developed by Adverity. This includes all Beta Features and AI technologies.

8.2. **AI-Generated Outputs:** Ownership of AI-generated outputs shall be governed by the Customer Data / Customer IP section of the respective Agreement. Customer owns Customer Data, including all reports, statistics, and other data to the extent generated solely from Customer Data. However, Customer acknowledges that AI models or interfaces, algorithms, and underlying technologies provided by Adverity remain Adverity's property.

8.3. **Feedback:** Customer grants Adverity a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use all feedback, suggestions, and ideas regarding Beta Features for any purpose without compensation or attribution.

IX. Term and Termination of Beta Participation

9.1. **Duration:** Customer's participation in Beta Features commences upon activation and continues until:
- Adverity discontinues the Beta Features;
- Adverity makes the features generally available (at which point the Agreement applies);
- Either Party terminates participation in accordance with these Terms; or
- The Term of the Agreement expires or is terminated.

9.2. **Termination by Adverity:** Adverity may terminate Customer's access to Beta Features at any time, with or without cause, by providing written notice to Customer. Adverity shall have no liability for such termination.

9.3. **Termination by Customer:** Customer may terminate participation in Beta Features at any time by providing written notice to Adverity and ceasing all use of Beta Features.

9.4. **No Refund:** Termination of Beta Features does not entitle Customer to any refund of Fees, as Beta Features are provided at no additional charge as part of the evaluation programme.

9.5. **Effect of Termination:** Upon termination of Beta Features:

- Customer shall immediately cease all use of Beta Features;
- Customer shall disconnect any AI agents from third-party platforms;
- Data processed through Beta Features shall be handled in accordance with the "Return of Customer Data" section of the respective Agreement;
- Sections "Warranties", "Liability", "Intellectual Property Rights", and "Confidentiality" shall survive termination.

X.   Regulatory Compliance

10.1. **Customer Responsibility:** Customer acknowledges that Beta Features may not comply with all industry-specific regulations or standards. Customer is solely responsible for assessing whether Beta Features are suitable for use in regulated environments.

10.2. **Prohibited Uses:** Customer shall not use Beta Features in connection with:
- Regulated industries (healthcare, etc.) without prior written approval from Adverity;
- High-risk applications where failure could result in death, personal injury, or severe environmental damage;
- Processing of children's data or other sensitive categories requiring enhanced protection;
- Any use prohibited by applicable law or regulation.

10.3. **EU AI Act:** Customer acknowledges that Beta Features may include AI systems that could be subject to the EU AI Act or similar regulations. Customer is responsible for conducting its own compliance assessment and for fulfilling any legal obligations resulting from the EU AI Act.

XI.   Indemnification

11.1. **Enhanced Indemnification for Beta Features:**
In addition to the "Indemnification" section of the Agreement, Customer shall indemnify, defend, and hold harmless Adverity from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from or relating to:
- Customer's use of Beta Features in violation of these Terms;
- Actions taken by AI agents operating under Customer's authorisation;
- Unauthorised access to third-party platforms via Beta Features;
- Customer's failure to obtain necessary consents or authorisations;
- Data protection violations arising from Customer's use of Beta Features;
- Any reliance by Customer on AI-generated outputs.

XII.   Miscellaneous

12.1. **Relationship to the Agreement:** These Terms supplement and form part of the Agreement. In the event of any conflicts between the Agreement and these Terms, the latter shall prevail with respect to Beta Features.

12.2. **Amendments:** Adverity may amend these Terms at any time by providing written notice to Customer. Continued use of Beta Features after such notice constitutes acceptance of the amendments.

12.3. **Severability:** If any provision is or becomes invalid, the other clauses remain unaffected. The Parties will replace the invalid provision with one that aligns with their original intent.

12.4. **Governing Law:** These Terms are governed by Austrian law (without regard to its conflict of law rules and to CISG), and disputes are resolved in the courts of Vienna, Austria.

12.5. **Entire Agreement:** These Terms, together with the Agreement, constitute the entire agreement between the Parties regarding Beta Features.

12.6 **Acknowledgement and Acceptance:** By participating in Beta Features, Customer acknowledges that it has read, understood, and agrees to be bound by this Beta Trial Terms.

Document Information

Document Owner: VP Legal & Compliance

Version: V1.0

Date of Version: 2026-01-21