

Murmurly General Terms and Conditions

Effective date: 28 September 2026 · Version 1.0

These General Terms and Conditions (“Terms”) are issued by Murmurly B.V., a private limited liability company incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 42165731, with its registered office in Alkmaar, the Netherlands (“Murmurly”).

These Terms govern the access to and use of the Services by business customers and form part of the Agreement as further described in Article 2.

1. Definitions

For the purposes of these Terms, the following definitions apply:

“Agreement” means these Terms, together with any applicable DPA, Subscription Agreement and other documents expressly incorporated into the contractual relationship between Murmurly and Customer.

“AI Features” means features of the Services that use artificial intelligence or machine learning technologies, including AI assistants, conversational AI, generative AI, automated summarisation, content generation, semantic search, AI-assisted actions and related functionality.

“Collaborator” means a Member whose permissions are limited to viewing and/or commenting within a Workspace and do not include Propose or Edit permissions. A Collaborator does not count as a paid seat.

“Customer” means the business, organization or other person acting in the course of a business or professional activity that enters into the Agreement with Murmurly for the use of the Services.

“Customer Data” means any data, content, information or materials submitted to, uploaded to, generated within, or otherwise provided through a Workspace by or on behalf of Customer, its Members or External Users in connection with Customer's use of the Services, excluding Usage Data and data processed by Murmurly for its own account administration, billing, security, fraud prevention, service integrity or legal compliance.

“DPA” means Murmurly's Data Processing Addendum governing the Processing of Customer Personal Data on behalf of Customer.

“Engagement Manager” means a Member who has been granted permissions that include Propose or Edit within a Workspace. Each Engagement Manager counts as one paid seat under the applicable subscription.

“Evaluation Use” means the use of the Services, or certain features of the Services, made available by Murmurly to prospective or existing Customers for demonstration, evaluation or trial purposes.

“External User” means an individual who is not a Member of the relevant Workspace but who is granted limited access to certain data, functionality or interactions within the Services through an invitation, link or other access mechanism made available by or on behalf of Customer. Depending on the permissions and configuration determined by Customer, an External User may, for example, view information, submit information, respond to invitations or propose changes in connection with an event or other Customer Data. An External User does not become a Member or count as a paid seat solely as a result of such access.

“Member” means an individual whom Customer has authorised as a member of a Workspace. A Member may be a Collaborator or an Engagement Manager depending on the permissions granted to that individual.

“Optional Integration” means an integration or connection to a third-party service that Customer may independently choose to activate or connect to the Services, as made available by Murmurly from time to time and identified on Murmurly's website or within the Services.

“Propose” means the permission within the Services that allows an authorised person to propose changes or content without directly making such changes final.

“Edit” means the permission within the Services that allows a Member to make changes to content or settings within a Workspace.

“Services” means the Murmurly software, applications, features, functionality and related services made available by Murmurly to Customer under the Agreement.

“Subscription Agreement” means a written agreement between Murmurly and Customer setting out the commercial arrangements applicable to Customer's subscription, including, as applicable, the selected plan, number of Engagement Managers, fees, subscription term and any other expressly agreed commercial or contractual terms.

“Usage Data” means technical, diagnostic, performance and usage information relating to the use and operation of the Services, including information described in Murmurly's Privacy Policy.

“Usage Limits” means any usage limits, quotas or capacity restrictions applicable to the Services or individual features, including limits based on the number or type of Members or External Users, permissions, invitations, events, attendees, comments, submissions, AI usage, storage, data volumes, API usage, actions or other measures of use, as specified in the Agreement, communicated to Customer or displayed within the Services.

“User Terms” means Murmurly's terms governing individual access to and use of the Services, including by Members and External Users where applicable.

“Workspace” means a designated environment within the Services in which Members or other authorised persons may access and manage data and use or configure the Services, as applicable.

“Applicable Data Protection Law”, “Customer Personal Data”, “Personal Data” and “Processing” have the meanings given to them in the DPA.

2. Agreement and Scope

2.1 These Terms govern Customer's access to and use of the Services, including any demo, evaluation or trial environment made available by Murmurly.

2.2 The contractual relationship between Murmurly and Customer may include these Terms, the DPA, the applicable Subscription Agreement and any other documents expressly incorporated into the contractual relationship.

2.3 For paid Services, Customer's selected plan, number of Engagement Managers, fees, subscription term and other applicable commercial arrangements shall be specified in the applicable Subscription Agreement. The Agreement becomes effective when the applicable Subscription Agreement has been duly accepted or executed by Murmurly and Customer, unless otherwise specified in the Subscription Agreement.

2.4 A Subscription Agreement may contain additional or different terms expressly agreed between Murmurly and Customer. Where a Subscription Agreement expressly addresses a matter differently from these Terms, the Subscription Agreement shall prevail with respect to that matter.

2.5 The DPA applies to the Processing of Customer Personal Data by Murmurly on behalf of Customer. In the event of a conflict between the DPA and these Terms regarding the Processing of Customer Personal Data, the DPA shall prevail to the extent of that conflict.

2.6 For Evaluation Use that is not subject to a Subscription Agreement, the Agreement becomes effective when Customer accepts these Terms or otherwise agrees in writing to the applicable Evaluation Use. Where Murmurly grants Evaluation Use directly to an individual acting for business or professional purposes without requiring that individual to bind an organization, the Agreement may instead be accepted by that individual in their own capacity solely in relation to such Evaluation Use, and that individual shall be treated as Customer for the purposes of that Evaluation Use.

3. Demo, Evaluation and Trial Use

3.1 Murmurly may make the Services, or certain features of the Services, available to prospective or existing Customers for Evaluation Use.

3.2 Evaluation Use may be subject to limitations, including limitations on available features, functionality, number of users, duration, data storage, integrations or other aspects of the Services.

3.3 Unless otherwise agreed by Murmurly in writing, Evaluation Use is provided free of charge and does not create an obligation for Customer to purchase a paid subscription.

3.4 Customer shall not use Evaluation Use to Process or store Personal Data, confidential information or other sensitive or production data. Customer shall use only fictitious, anonymised or otherwise non-sensitive data for Evaluation Use.

3.5 For Evaluation Use, Murmurly retains ownership and administrative control of the applicable Workspace. Murmurly may provide access to the same demo or evaluation environment to multiple prospective or existing Customers and their representatives. Individuals granted access acknowledge that the demo or evaluation environment may be shared with other users and shall use it only for the permitted Evaluation Use. They shall not attempt to gain access to accounts, systems, functionality or information outside the access made available to them by Murmurly.

3.6 Murmurly may suspend or terminate Evaluation Use at any time. Unless otherwise agreed, data entered by Customer during Evaluation Use may be deleted following the end of the applicable evaluation period.

3.7 Evaluation Use is provided for evaluation purposes and may be subject to reduced functionality, limited support and other limitations compared with a paid subscription.

3.8 Evaluation Use is made available solely as a non-production environment for testing and evaluation purposes for a limited period. Accordingly, the obligations of Chapter VI of the EU Data Act, including the switching obligations, do not apply to Evaluation Use.

4. Eligibility and Customer Requirements

4.1 The Services are intended solely for use in the course of a business or professional activity. Customer may not enter into an Agreement with Murmurly for personal, household or other consumer purposes.

4.2 By entering into an Agreement, Customer represents and warrants that it is acting in the course of its business or professional activities. Where an individual accepts the Agreement on behalf of a business or organization, that individual represents and warrants that they are authorised to bind that business or organization. This requirement does not apply where an individual accepts these Terms in their own capacity solely for Evaluation Use in accordance with Article 2.6.

4.3 Customer is responsible for ensuring that its Members use the Services in accordance with the Agreement and applicable law.

4.4 Customer is responsible for ensuring that the information it provides to Murmurly in connection with its account, subscription, billing or use of the Services is accurate, complete and up to date, and shall promptly update such information where necessary.

5. Accounts and Access

5.1 Customer may access and manage its Workspaces and may invite Members to access a Workspace in accordance with the functionality and permissions made available through the Services. Murmurly may require a Member to accept the User Terms as a condition of accessing or using the Services.

5.2 Customer is responsible for managing access to its Workspaces, including assigning appropriate roles and permissions to its Members.

5.3 Customer shall ensure that each Member accesses the Services using their own account and shall not permit any account to be shared between multiple individuals.

5.4 Customer is responsible for maintaining the security of its accounts and for ensuring that its Members take reasonable measures to prevent unauthorised access to their accounts. Customer shall promptly notify Murmurly if it becomes aware of unauthorised access to an account.

5.5 Customer may enable External Users to access or interact with limited parts of the Services through invitations, links or other access mechanisms made available through the Services. Access by an External User may be subject to that External User accepting Murmurly's User Terms and complying with any applicable account, authentication or security requirements made available by Murmurly. The data, functionality and actions available to an External User shall depend on the configuration and permissions determined by Customer. Acceptance of the User Terms by an External User does not relieve Customer of its responsibilities under the Agreement in relation to the access, permissions or Customer Data made available to that External User.

5.6 Customer is responsible for determining which External Users are granted access, the scope of such access, and which Customer Data is made available to them. Customer is responsible for ensuring that such access and the Processing of Personal Data in connection with External Users are permitted under applicable law and the DPA.

5.7 Information submitted, provided or proposed by an External User through access enabled by Customer may become part of Customer Data. Customer remains responsible for Customer Data in accordance with Article 7 and for reviewing and determining how information or proposed changes submitted by External Users are used within the Services.

5.8 Customer may revoke or modify an External User's access in accordance with the functionality of the Services. Murmurly may restrict or disable External User access where reasonably necessary for security, prevention of misuse, protection of the Services or compliance with applicable law.

5.9 An External User may be permitted to delete or deactivate their Murmurly account in accordance with the functionality made available through the Services. Deletion or deactivation of an External User's account terminates that External User's access through that account to the Services and any Workspaces accessible through that account, but does not by itself require the deletion of Customer Data relating to that External User held within a Customer's Workspace.

5.10 Requests by an External User concerning access to, correction or deletion of Personal Data held within a Customer's Workspace shall be handled in accordance with the DPA and Applicable Data Protection Law. The relevant Customer remains responsible, as applicable, for determining whether and how such requests relating to Customer Personal Data are fulfilled.

5.11 Access to the Services as an External User is provided in connection with a Customer's use of the Services and does not by itself make the External User a Customer or a party to the Agreement.

6. The Services

6.1 For paid Services, Murmurly shall provide Customer with access to the Services during the applicable subscription term, subject to the Agreement.

6.2 The Services may include different features, functionality, plans and configurations. The features and functionality available to Customer may depend on the applicable subscription, Workspace configuration, permissions, Optional Integrations or other factors.

6.3 Subject to Article 20, Murmurly may modify, update, improve, replace, limit, suspend or discontinue any feature or functionality of the Services from time to time. Features or functionality that are displayed, referenced or indicated in the Services but are not yet generally available are not guaranteed to become available or remain available. Murmurly may also introduce new features or functionality as separate products, plans or paid add-ons.

6.4 Murmurly may make certain new or experimental features, functionality or integrations available on an alpha, beta, preview, early-access or similar basis ("Preview Features"). Preview Features may be incomplete, changed, limited, suspended or discontinued at any time and may contain errors or operate differently from generally available features. Murmurly may impose additional conditions, limitations or Usage Limits on Preview Features and may make them available free of charge or for an additional fee. Availability of a Preview Feature free of charge does not create any entitlement to continued free access, and Murmurly may subsequently make the same or substantially similar functionality available as part of a paid plan, add-on or other paid offering.

6.5 Murmurly may perform maintenance, updates and other technical activities that may temporarily affect the availability or functionality of the Services.

6.6 Murmurly may apply Usage Limits to the Services or individual features. Usage Limits may depend on the applicable subscription, number or type of Members or External Users, permissions, Workspace configuration or other applicable commercial arrangements and may include, without limitation, limits relating to invitations, events, attendees, comments, submissions, AI usage, storage, data volumes, API usage, actions or other measures of use.

Applicable Usage Limits may be specified in the Agreement, communicated to Customer or displayed within the Services. Murmurly may adjust Usage Limits from time to time. Any adjustment that materially reduces the Usage Limits applicable to Customer during an

ongoing paid subscription term shall take effect only from the start of the next subscription term, unless the adjustment is reasonably necessary to comply with applicable law, address a material security or service-integrity risk, or respond to a material change in the availability, functionality, pricing or commercial terms of a third-party service that is outside Murmurly's reasonable control. Where such an adjustment must take effect during an ongoing subscription term, Murmurly shall, where reasonably practicable, provide Customer with prior notice and use reasonable efforts to minimise the material adverse impact on Customer.

7. Customer Data

7.1 As between Murmurly and Customer, Customer retains all rights, title and interest in and to Customer Data. Nothing in the Agreement transfers ownership of Customer Data to Murmurly.

7.2 Customer is responsible for Customer Data and for ensuring that it has all rights and permissions necessary to provide and use Customer Data in connection with the Services.

7.3 Customer grants Murmurly a non-exclusive, worldwide, royalty-free licence to host, copy, transmit, display, Process and otherwise use Customer Data solely to the extent necessary to provide, maintain, secure and support the Services in accordance with the Agreement. This licence shall continue only for so long as reasonably necessary for those purposes, including any applicable retention period under the Agreement or the DPA.

7.4 Where Customer Data includes Personal Data, Murmurly shall Process such Personal Data in accordance with the DPA and Applicable Data Protection Law.

7.5 Customer is responsible for determining the purposes for which information submitted or provided by External Users is collected, stored and used within its Workspace and for ensuring that such Processing complies with the DPA and Applicable Data Protection Law.

8. Optional Integrations

8.1 Murmurly may make Optional Integrations available that allow Customer to connect the Services with third-party services or systems.

8.2 Optional Integrations may be subject to additional fees or other conditions as specified by Murmurly. Customer will be informed of any applicable fees before activation of a paid Optional Integration.

8.3 Customer may also connect third-party services or systems to the Services through APIs, SDKs or other integration mechanisms made available by Murmurly. Customer is responsible for any third-party service or system that connects to the Services and for ensuring that such connection is properly authorised and complies with applicable laws and third-party terms.

8.4 Where Customer accesses or uses an API, SDK, API key, access token, credential or other integration mechanism made available by Murmurly, Customer is responsible for restricting access to authorised persons and for maintaining the confidentiality and security

of applicable credentials. Customer may permit its personnel, contractors or developers to use such functionality on its behalf and shall ensure that such persons do so in accordance with the Agreement. Customer shall promptly revoke, rotate or otherwise secure any credential that it knows or reasonably suspects has been compromised and shall promptly notify Murmurly of any suspected unauthorised use. Murmurly may restrict, suspend or revoke API access or credentials where reasonably necessary to protect the security or integrity of the Services, prevent misuse or enforce applicable Usage Limits.

8.5 Optional Integrations are optional and may be activated or connected by Customer through the functionality made available by Murmurly. Customer is responsible for obtaining and maintaining any necessary accounts, permissions, authorisations or consents required to use an Optional Integration.

8.6 When Customer activates or uses an Optional Integration, Customer authorises Murmurly to access, transmit or otherwise process data as necessary to provide the applicable integration and in accordance with the configuration and permissions selected by Customer.

8.7 Optional Integrations may be subject to additional terms, conditions, privacy policies or other requirements of the applicable third-party provider. Customer is responsible for reviewing and complying with such requirements.

8.8 Murmurly does not control and is not responsible for the availability, functionality, security, privacy practices or other acts or omissions of third-party services connected through an Optional Integration, except to the extent Murmurly is responsible for the relevant third-party provider under the DPA or applicable law. Changes to or discontinuation of a third-party service may affect the availability or functionality of the corresponding Optional Integration.

9. AI Features

9.1 Murmurly may make AI Features available as part of the Services. AI Features may vary depending on the applicable subscription, Workspace configuration, permissions or other factors.

9.2 The AI Features are designed to assist users in connection with event management, workspace administration, information retrieval, content generation, summarisation and related functionality made available through the Services. Unless expressly identified by Murmurly in writing as designed for such purpose and made available in compliance with applicable law, the AI Features are not designed or intended for use as a high-risk AI system within the meaning of applicable artificial intelligence laws, including for recruitment or selection of individuals, evaluation or monitoring of employees, or other decisions that determine or materially affect a natural person's access to employment, education, essential services or other legally protected rights or interests.

9.3 AI Features may provide different levels of functionality and may use different AI models, technologies or configurations. Murmurly may modify, replace or discontinue AI models, technologies or configurations used to provide AI Features in accordance with the

Agreement.

9.4 AI Features may process information provided by Customer, its Members or External Users, including information retrieved from a Workspace, as necessary to provide the applicable AI functionality. Where such information includes Personal Data, the Processing shall be governed by the DPA.

9.5 Murmurly configures its third-party AI services, where supported, so that Customer Data submitted through the Services is not used by the applicable AI service provider to train or improve its general-purpose AI models. Murmurly may rely on the contractual commitments, technical controls and configurations made available by the applicable AI service provider in relation to such use.

9.6 Where Murmurly makes functionality available that allows Customer to connect or use an AI service under Customer's own account, licence or contractual relationship, Customer is responsible for the applicable third-party terms, data-processing arrangements and configuration of that service. Murmurly does not control or warrant the data-use, retention or model-training practices applicable to such Customer-provided AI service, except to the extent Murmurly is independently responsible under applicable law.

9.7 AI Features may be subject to specific Usage Limits in accordance with Article 6.6, including limits based on requests, actions, tokens, processing volume or other measures of AI usage. Additional usage or capacity beyond applicable Usage Limits may be subject to additional fees in accordance with Article 13.

9.8 Certain AI Features may generate, recommend, initiate or perform actions within the Services based on instructions or information provided by Customer or its Members. Customer is responsible for reviewing and, where applicable, approving the results of such actions and remains responsible for the consequences of actions taken through the Services using AI Features.

9.9 Customer is responsible for reviewing and evaluating AI-generated or AI-assisted output before relying on or acting upon such output. AI-generated or AI-assisted output may be inaccurate, incomplete, misleading or inappropriate.

9.10 AI Features are not intended to provide legal, medical, financial or other professional advice, and Customer shall not rely on AI-generated output as a substitute for professional advice.

9.11 AI-generated or AI-assisted outputs may not be unique, and the same or similar outputs may be generated for other users. Murmurly does not represent or warrant that any AI-generated or AI-assisted output is unique, capable of intellectual property protection or free from third-party intellectual property or other rights. Customer is responsible for determining whether and how such output may lawfully be used.

10. Acceptable Use

10.1 Customer shall use, and shall ensure that its Members use, the Services only in accordance with the Agreement and applicable law.

10.2 Customer and its Members shall not use the Services to:

- a. engage in any unlawful, fraudulent or abusive activity;
- b. submit, upload, store, transmit or otherwise process any data or content that is unlawful or that Customer does not have the right to use or provide through the Services;
- c. introduce malware, viruses, malicious code or other harmful material into the Services;
- d. attempt to gain unauthorised access to the Services, another Workspace, another user's account, or any systems, networks or data connected to the Services;
- e. interfere with, disrupt or adversely affect the security, integrity, availability or performance of the Services or any systems used to provide the Services;
- f. probe, scan or test the vulnerability of the Services, or circumvent or attempt to circumvent security, authentication, access control or usage restrictions, except where expressly authorised by Murmurly in writing;
- g. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying structure of the Services, except to the extent such restriction is prohibited by applicable law;
- h. use the Services to send unlawful spam, unsolicited communications or other abusive communications;
- i. impersonate any person or organization, or misrepresent any person's or organization's identity, affiliation or authority;
- j. use the Services in a manner that imposes an unreasonable or disproportionately large load on the Services or Murmurly's infrastructure;
- k. access, use, export, re-export, provide or otherwise make available the Services in violation of applicable export control, economic sanctions, embargo or other trade restriction laws, or permit access to the Services by any person or entity where such access would cause Murmurly to violate such laws;
- l. use any AI Feature in connection with a prohibited artificial intelligence practice under applicable law, or use, configure or represent the Services for a purpose for which the relevant AI Feature is expressly identified by Murmurly as not intended; or
- m. remove, obscure, circumvent or materially interfere with any notice, label, marking or technical measure made available by Murmurly to identify AI-generated or AI-assisted content or to inform individuals that they are interacting with an AI system, where such measure is required by applicable law.

10.3 Customer shall promptly notify Murmurly if it becomes aware of any material misuse of the Services by its Members or by External Users accessing the Services in connection with Customer's Workspace.

10.4 Murmurly may investigate suspected violations or misuse of the Services and may take reasonable measures in accordance with Article 14, including restricting or suspending access to the Services where reasonably necessary to protect Murmurly, its customers, Members, External Users or the Services.

11. Intellectual Property

11.1 Murmurly or its licensors retain all rights, title and interest in and to the Services and all intellectual property rights relating to the Services, including the software, technology, interfaces, designs, documentation, workflows, functionality, models, methods, know-how, trademarks and any updates, modifications, improvements or developments thereof.

11.2 Subject to the Agreement and payment of any applicable fees, Murmurly grants Customer, for the applicable subscription term, a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Services for Customer's business purposes, to permit its Members to do so in accordance with the Agreement, and to enable External Users to access or interact with limited parts of the Services as permitted by the functionality of the Services and the Agreement.

11.3 Except for the rights expressly granted under the Agreement, no rights or licences in or to the Services or any related intellectual property rights are granted to Customer, whether by implication, estoppel or otherwise.

11.4 As between Murmurly and Customer, Customer retains all rights, title and interest in and to Customer Data in accordance with Article 7. Customer's use of the Services does not grant Murmurly ownership of Customer Data.

11.5 If Customer or its Members provide Murmurly with suggestions, ideas, recommendations or other feedback concerning the Services ("Feedback"), Murmurly may use, reproduce, modify and otherwise exploit such Feedback without restriction or obligation to Customer, including for the development and improvement of the Services, provided that Murmurly does not identify Customer or disclose Customer's Confidential Information in doing so.

11.6 Customer shall not remove, obscure or alter any proprietary notices, trademarks or other intellectual property notices contained in or displayed through the Services, except where the functionality of the Services expressly permits Customer branding or customisation.

11.7 Customer and its Members shall not register, apply to register or otherwise claim any trademark, trade name, domain name, social media identifier or other designation that consists of, incorporates or is confusingly similar to Murmurly's names, brands or other distinctive signs, without Murmurly's prior written consent.

11.8 Murmurly may make APIs, SDKs, software libraries, documentation or other developer tools available in connection with the Services. Certain developer tools, including the Murmurly SDK, may be made available under separate licence terms, including open-source licence terms. Such separate licence terms shall govern the use, reproduction, modification and distribution of the relevant developer tool. Access to and use of the Services through any API, SDK or other developer tool remains subject to the Agreement. Where no separate licence terms apply, Customer may use the relevant developer tool solely as reasonably necessary to access and use the Services in accordance with the Agreement.

12. Third-Party Services

12.1 The Services may rely on or incorporate services, infrastructure, software, content or technology provided by third parties, including, without limitation, hosting, cloud infrastructure, communications, authentication, analytics, payment and artificial intelligence services.

12.2 Murmurly may select, replace or change third-party service providers used in connection with the Services from time to time, subject to the Agreement and, where the Processing of Customer Personal Data is involved, the DPA.

12.3 Murmurly does not control third-party services and does not guarantee that any third-party service will remain available, unchanged or free from interruption, error or discontinuation.

12.4 Changes, outages, restrictions or discontinuation of third-party services may affect the availability or functionality of the Services. Murmurly shall use reasonable efforts, to the extent reasonably practicable and within Murmurly's reasonable control, to mitigate material adverse effects.

12.5 To the extent permitted by applicable law, Murmurly shall not be liable for failures, interruptions or other issues to the extent caused by a third-party service provider and outside Murmurly's reasonable control, except to the extent Murmurly is responsible for such third-party provider under the DPA or applicable law.

13. Fees and Payment

13.1 Customer shall pay the fees applicable to its subscription and any additional products, services, usage or functionality purchased, activated or added by Customer in accordance with the Agreement. Applicable fees may be set out in the Subscription Agreement, arise automatically under the Agreement, including under Article 13.4, or be presented to Customer through the Services or otherwise communicated to Customer before Customer purchases, activates or adds the applicable paid product, service, capacity or functionality.

13.2 Unless otherwise agreed in writing, subscription fees are invoiced annually in advance and invoices are payable within thirty (30) days from the invoice date.

13.3 Fees are exclusive of VAT (including Dutch value added tax, where applicable) and any other applicable taxes, duties or governmental charges. Customer is responsible for payment of such amounts to the extent applicable, except for taxes imposed on Murmurly's income.

13.4 Each Engagement Manager counts as one paid seat under the applicable subscription. If the number of Engagement Managers exceeds the number of paid seats included in Customer's subscription during an applicable subscription term, each additional Engagement Manager shall be charged on a pro rata basis for the remainder of that subscription term. Murmurly may invoice such additional fees during the applicable subscription term.

13.5 Customer may reassign a paid seat from one individual to another, including where an Engagement Manager leaves Customer's organization or changes role, provided that the former Engagement Manager no longer has Propose or Edit permissions once the reassignment takes effect. Such reassignment does not result in an additional fee.

The number of Engagement Managers and corresponding paid seats may be increased during a subscription term. Any reduction in the number of paid seats shall take effect only from the start of the next applicable subscription term and shall not result in any refund or credit for the then-current subscription term.

13.6 Additional fees may apply to onboarding, add-ons, Optional Integrations, AI usage exceeding applicable Usage Limits, additional capacity beyond applicable Usage Limits, or other additional products, services or functionality.

Where Customer reaches or expects to exceed an applicable Usage Limit, Murmurly and Customer may agree during the applicable subscription term to increase the applicable Usage Limit, add additional capacity, upgrade the subscription or otherwise amend the applicable commercial arrangements. Any resulting additional fees may apply for the remainder of the then-current subscription term on a pro rata basis or as otherwise agreed between Murmurly and Customer.

Additional fees shall apply where they are set out in the Subscription Agreement, arise automatically under the Agreement, are agreed between Murmurly and Customer, or are presented to Customer through the Services or otherwise communicated to Customer before Customer purchases, activates or adds the applicable paid product, service, capacity or functionality.

Murmurly is not required to permit continued use beyond an applicable Usage Limit unless additional capacity or other arrangements have been agreed or made available.

13.7 Except where expressly provided otherwise in the Agreement or required by applicable law, payment obligations for the applicable subscription term are non-cancellable and fees paid are non-refundable.

13.8 If Customer fails to pay an undisputed amount when due, Murmurly may charge applicable statutory commercial interest and reasonable collection costs and, following reasonable notice to Customer, may suspend access to the Services in accordance with Article 14 until the overdue amounts have been paid.

13.9 Customer shall notify Murmurly of any good-faith dispute concerning an invoice before the applicable payment due date and shall provide reasonable details regarding the disputed amount. Customer shall timely pay any undisputed portion of the applicable invoice.

13.10 Unless otherwise agreed between Murmurly and Customer, the fees applicable to a subscription shall remain unchanged during the applicable subscription term, except for additional fees arising from additional Engagement Managers, increased usage, add-ons or other additional products, services or functionality under the Agreement.

Notwithstanding the foregoing, where the cost to Murmurly of a material third-party service used to provide a specific feature or functionality increases materially during an ongoing subscription term for reasons outside Murmurly's reasonable control, Murmurly may reasonably adjust the fees applicable to the affected feature, functionality or usage to reflect such increased cost. Any such adjustment shall be proportionate to the relevant cost increase and Murmurly shall provide Customer with reasonable prior notice. Where reasonably practicable, Murmurly may instead modify the applicable Usage Limits, replace the relevant third-party service or offer Customer the option to discontinue the affected optional feature or functionality.

For any subsequent subscription term, Murmurly may apply different fees and shall notify Customer of any increase in the fees that would otherwise apply to the renewal at least sixty (60) days before the start of that term, unless the parties have already agreed the fees applicable to such subsequent term. Murmurly and Customer may at any time before the start of the subsequent subscription term agree different fees or other commercial arrangements, in which case those subsequently agreed arrangements shall prevail.

Any discounts, credits, promotional pricing or other preferential pricing shall apply only for the period for which they were expressly agreed and shall not automatically apply to a subsequent subscription term unless expressly agreed otherwise.

14. Suspension

14.1 Murmurly may restrict or suspend access to all or part of the Services where reasonably necessary if:

a. Customer fails to pay an undisputed amount when due and the requirements of Article

13.8 have been satisfied;

b. Customer or its Members materially breach the Agreement, including Article 10;

c. use of the Services by Customer, a Member or an External User presents a material security risk, threatens the integrity, availability or proper operation of the Services, or may cause material harm to Murmurly, its customers or other users;

d. Murmurly reasonably believes that the Services are being used unlawfully or that suspension is necessary to comply with applicable law, a binding order or a request from a competent authority; or e. Customer materially exceeds applicable Usage Limits and

Customer and Murmurly have not agreed appropriate additional capacity, an upgrade or other commercial arrangements within a reasonable period after Murmurly has contacted Customer regarding such excess usage.

14.2 Where reasonably practicable, Murmurly shall provide Customer with notice of the reason for a suspension and a reasonable opportunity to remedy the relevant issue before suspension. Murmurly may suspend access immediately where prior notice would not be reasonably practicable, including in the case of an urgent security risk, suspected unlawful activity or a legal or regulatory requirement.

14.3 Murmurly shall, where reasonably practicable, limit a suspension to the affected Member, External User, Workspace, feature, functionality or other portion of the Services where such limited suspension is sufficient to address the relevant issue.

14.4 Murmurly may independently restrict or disable the access of an External User where reasonably necessary for security, prevention of misuse, protection of Customer Data or the Services, or compliance with applicable law, without suspending Customer's or other Members' access to the Services.

14.5 Murmurly shall use reasonable efforts to restore suspended access after the circumstances giving rise to the suspension have been resolved to Murmurly's reasonable satisfaction.

14.6 Suspension under this Article does not relieve Customer of its payment obligations under the Agreement for the applicable subscription term, except to the extent otherwise expressly provided in the Agreement.

15. Term and Termination

15.1 A paid subscription shall commence on the date specified in the applicable Subscription Agreement and shall continue for the applicable subscription term, unless terminated earlier in accordance with the Agreement.

15.2 Unless otherwise agreed between Murmurly and Customer, a paid subscription shall automatically renew at the end of the then-current subscription term for successive periods of the same duration. Either party may prevent renewal by providing written notice of non-renewal at least thirty (30) days before the end of the then-current subscription term.

15.3 Evaluation Use may be terminated in accordance with Article 3.6 and does not automatically convert into or renew as a paid subscription unless Customer and Murmurly agree otherwise.

15.4 Either party may terminate the Agreement if the other party materially breaches the Agreement and, where the breach is capable of remedy, fails to remedy that breach within thirty (30) days after receiving written notice describing the breach. Where a material breach is not capable of remedy, termination may take effect upon written notice.

15.5 Either party may terminate the Agreement with immediate effect, to the extent permitted by applicable law, if the other party becomes insolvent, is declared bankrupt, enters into liquidation or ceases substantially all of its business activities, other than as part of a solvent restructuring.

15.6 Upon expiration or termination of a Customer's subscription:

- a. Customer's and its Members' rights to access and use the affected Workspace and Services shall end, except to the extent Murmurly makes limited access available for data return or another purpose under the Agreement;
- b. External Users shall cease to have access to the affected Workspace;
- c. termination of Customer's subscription shall not by itself terminate an External User's Murmurly account or affect that External User's access to Workspaces made available by other Customers;
- d. Customer shall remain responsible for all fees and other amounts accrued or payable up to the effective date of termination, subject to the Agreement; and
- e. Customer Data shall be returned, made available for export, retained or deleted in accordance with the Agreement and applicable law, including, where Customer Personal Data is concerned, the DPA and Applicable Data Protection Law.

15.7 If Customer terminates the Agreement under Article 15.4 as a result of Murmurly's material breach, Murmurly shall refund any prepaid subscription fees attributable to the period after the effective date of termination. In all other cases, fees shall remain non-refundable except where expressly provided otherwise in the Agreement or required by applicable law.

15.8 Expiration or termination of the Agreement shall not affect any rights, obligations or liabilities that accrued before the effective date of expiration or termination. Any provisions which by their nature are intended to survive expiration or termination shall remain in effect.

16. Confidentiality

16.1 "Confidential Information" means any non-public information disclosed or made available by or on behalf of one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with the Agreement that is identified as confidential or that, given the nature of the information or the circumstances of disclosure, should reasonably be understood to be confidential. Confidential Information may include business, commercial, financial, technical, security, product and operational information, trade secrets, know-how, pricing and commercial arrangements, and Customer Data. Customer Data constitutes Confidential Information of Customer.

16.2 The Receiving Party shall:

- a. use the Disclosing Party's Confidential Information only as necessary to perform or exercise its rights and obligations under the Agreement;

b. protect the Confidential Information using at least reasonable care and no less than the care it uses to protect its own confidential information of a similar nature; and

c. not disclose the Confidential Information to any third party except as permitted under this Article 16 or otherwise authorised by the Disclosing Party.

16.3 The Receiving Party may disclose Confidential Information to its employees, officers, contractors, professional advisers and service providers who have a need to know such information for purposes relating to the Agreement, provided that such persons are subject to confidentiality obligations or professional duties of confidentiality appropriate to the nature of the information. The Receiving Party remains responsible for compliance with this Article 16 by such persons to the extent applicable.

16.4 The obligations in this Article 16 do not apply to information that the Receiving Party can demonstrate:

a. is or becomes publicly available other than through a breach of the Agreement;

b. was lawfully known to the Receiving Party without an obligation of confidentiality before receiving it from the Disclosing Party;

c. is lawfully received from a third party without breach of an obligation of confidentiality; or

d. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

16.5 The Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, court order or a competent authority. Where legally permitted and reasonably practicable, the Receiving Party shall provide the Disclosing Party with prior notice of the required disclosure and reasonably cooperate, at the Disclosing Party's expense, with efforts to limit or protect the disclosure.

16.6 Nothing in this Article 16 prevents Murmurly from using or disclosing Customer Data as necessary to provide the Services in accordance with the Agreement, Customer's configuration or instructions, or the DPA, including where Customer enables access to Customer Data for Members or External Users.

16.7 Upon expiration or termination of the Agreement, each party shall, upon reasonable written request, return or delete the other party's Confidential Information in its possession or control, except to the extent retention is required by applicable law or reasonably necessary for legal, regulatory, compliance, security, evidentiary or bona fide record-retention purposes, or where the information remains in routine backups or archival systems. Any Confidential Information retained under this Article 16.7 shall remain subject to the confidentiality obligations of this Article 16. The return, retention and deletion of Customer Personal Data shall be governed by the DPA.

16.8 The obligations under this Article 16 shall continue for five (5) years after expiration or termination of the Agreement, except that obligations relating to trade secrets shall continue for so long as the relevant information remains protected as a trade secret under applicable

law. Confidentiality obligations relating to Customer Personal Data shall apply for so long as required under the DPA or Applicable Data Protection Law.

17. Warranties and Disclaimers

17.1 Murmurly warrants that it shall provide the Services with reasonable care and skill.

17.2 Except as expressly provided in the Agreement and to the maximum extent permitted by applicable law, the Services are provided without any other express, implied or statutory warranties, representations or conditions.

17.3 Murmurly does not warrant that:

- a. the Services will be uninterrupted, error-free or completely secure;
- b. all defects, errors or interruptions will be corrected;
- c. the Services will meet every specific requirement, expectation or intended outcome of Customer; or
- d. any particular feature, functionality, integration, AI model or third-party service will remain available indefinitely, except as expressly agreed otherwise.

17.4 Customer is responsible for determining whether the Services are suitable for its intended use and for its configuration and use of the Services, including permissions, Workspaces, Optional Integrations, AI Features and access granted to Members or External Users.

17.5 Murmurly does not warrant the accuracy, completeness, reliability or suitability of Customer Data, information submitted by Members or External Users, or information obtained from third-party services or Optional Integrations.

17.6 AI Features and AI-generated or AI-assisted outputs are subject to the limitations set out in Article 9, and third-party services are subject to Article 12.

17.7 Evaluation Use is provided for evaluation purposes only and, to the maximum extent permitted by applicable law, is provided on an “as is” and “as available” basis without warranties regarding availability, functionality, performance or fitness for any particular purpose.

17.8 Preview Features are provided on an “as is” and “as available” basis and are not subject to any commitment that they will become generally available, remain available, retain the same functionality or continue to be available on the same commercial terms, including free of charge.

17.9 Nothing in this Article 17 excludes or limits any warranty, right or remedy that cannot lawfully be excluded or limited under applicable law.

18. Liability

18.1 To the maximum extent permitted by applicable law, neither Murmurly nor Customer shall be liable to the other for any indirect, incidental, special, consequential or punitive damages, or for any loss of profits, revenue, anticipated savings, goodwill, business opportunities, or loss, corruption, destruction or restoration of data, arising out of or in connection with the Agreement, regardless of the legal basis of the claim and whether or not the possibility of such loss or damage was foreseeable.

18.2 Subject to Articles 18.3 and 18.4, Murmurly's total aggregate liability arising out of or in connection with the Agreement, including the DPA, shall not exceed the total fees paid or payable by Customer to Murmurly under the Agreement during the twelve (12) months immediately preceding the event giving rise to the claim. Where multiple claims arise from the same or substantially connected events, those claims shall be treated as arising from a single event for purposes of this limitation.

18.3 The limitations and exclusions in this Article 18 apply regardless of whether liability arises in contract, tort, negligence, breach of statutory duty or otherwise, and apply collectively to all claims arising out of or in connection with the Agreement, including claims relating to the Services, Customer Data, confidentiality, security, Personal Data, AI Features, Optional Integrations and third-party services.

18.4 Nothing in the Agreement excludes or limits:

- a. the liability of Murmurly or Customer to the extent such liability cannot lawfully be excluded or limited;
- b. liability arising from fraud, intent (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*) of the relevant party or persons charged with the management of its business; or
- c. Customer's obligation to pay fees and other amounts properly due under the Agreement.

18.5 Murmurly and Customer shall each take reasonable steps to mitigate any loss or damage for which it seeks recovery from the other.

18.6 The exclusions and limitations of liability in this Article 18 reflect the allocation of risk between Murmurly and Customer and shall apply notwithstanding the failure of any limited remedy to achieve its essential purpose.

19. Indemnification

19.1 Customer shall indemnify Murmurly against third-party claims, damages, liabilities, settlements and reasonable legal costs arising from:

- a. Customer Data that infringes a third party's intellectual property, privacy or other rights, or that Customer was not entitled to provide, use or process through the Services;

b. a material breach of the Agreement or applicable law by Customer or its Members in connection with their use of the Services; or

c. access granted to External Users, or Customer Data made available to External Users, where the relevant claim results from Customer's configuration, instructions, permissions or failure to comply with the Agreement or applicable law.

Customer shall not be responsible under this Article 19.1 to the extent that the claim was caused by Murmurly's breach of the Agreement or by Murmurly's use of Customer Data outside the scope permitted by the Agreement or the DPA.

19.2 Murmurly shall indemnify Customer against third-party claims alleging that Customer's authorised use of the Services infringes or misappropriates a third party's intellectual property rights.

19.3 Murmurly shall not be responsible under Article 19.2 to the extent that the claim results from:

a. Customer Data;

b. use of the Services by Customer or a Member in breach of the Agreement or contrary to Murmurly's reasonable instructions;

c. modifications to the Services made by or on behalf of Customer without Murmurly's authorisation;

d. the combination of the Services with products, services, systems or materials not provided or authorised by Murmurly, where the claim would not otherwise have arisen; or

e. continued use of the affected Services after Murmurly has provided a reasonable replacement, modification or instruction to stop using the affected functionality.

f. AI-generated or AI-assisted output, or Customer's use, publication, distribution or other exploitation of such output, except to the extent the relevant claim relates solely to an alleged infringement by the underlying Services themselves and does not arise from the content, generation or use of the relevant output.

19.4 If the Services become, or Murmurly reasonably believes are likely to become, subject to a claim under Article 19.2, Murmurly may:

a. obtain the right for Customer to continue using the affected Services;

b. modify or replace the affected Services so that they are no longer infringing while maintaining materially equivalent functionality; or

c. if neither option is reasonably available, terminate the affected Services and refund any prepaid subscription fees relating to the period after termination.

19.5 A claim under this Article 19 is subject to the party seeking indemnification:

- a. promptly notifying the other party of the claim;
- b. providing reasonable cooperation and information for the defence of the claim, at the expense of the indemnifying party; and
- c. allowing the indemnifying party to control the defence and settlement of the claim.

A delay in providing notice shall reduce or remove the indemnifying party's obligations only to the extent that the delay materially prejudices its ability to defend the claim.

No settlement may admit fault on behalf of, or impose a non-monetary obligation on, the indemnified party without that party's prior written consent, which shall not be unreasonably withheld or delayed.

19.6 Murmurly's liability and obligations under this Article 19 are subject to the exclusions and limitations of liability set out in Article 18.

20. Changes to the Services

20.1 Murmurly may develop, modify and evolve the Services in accordance with Article 6, including by adding, changing, replacing or discontinuing features or functionality.

20.2 Where Murmurly intends to make a change during an ongoing paid subscription term that materially reduces the functionality of the Services available to Customer for the principal purposes of the applicable subscription, Murmurly shall, where reasonably practicable, provide Customer with reasonable prior notice.

20.3 Prior notice under Article 20.2 is not required where a change is reasonably necessary to address an urgent security issue, comply with applicable law or a binding requirement of a competent authority, respond to a material change in a third-party service, or protect the integrity or availability of the Services.

20.4 Where a change under Article 20.2 materially and adversely affects Customer's use of the Services and Murmurly does not provide materially equivalent replacement functionality or another reasonable solution, Customer may notify Murmurly of the impact. Murmurly and Customer shall work in good faith to resolve the issue.

If the issue cannot reasonably be resolved within thirty (30) days after such notice, Customer may terminate the materially affected Services. In that case, Murmurly shall refund any prepaid subscription fees attributable to the terminated Services for the period after the effective date of termination.

20.5 Changes that do not materially impair Customer's ability to use the Services for the principal purposes made available under the applicable subscription shall not give rise to a right of termination or refund under this Article 20. This includes, without limitation, changes to the design, user interface, workflows, technical implementation, infrastructure, underlying technology, AI models or service providers, provided that such changes do not result in a material reduction of the functionality available to Customer.

21. Changes to the Terms

21.1 Murmurly may update these Terms from time to time to reflect changes to the Services, applicable law, regulatory requirements, security practices, business operations or other reasonable developments relating to the Services.

21.2 If an update materially changes Customer's rights or obligations under the Agreement, Murmurly shall provide Customer with reasonable prior notice. Unless an earlier effective date is reasonably necessary under Article 21.3, such material changes shall take effect for Customer from the start of its next subscription term.

21.3 Murmurly may make a change effective during an ongoing subscription term where the change is reasonably necessary to:

- a. comply with applicable law, a regulatory requirement or a binding requirement of a competent authority;
- b. address a material security, abuse or service-integrity risk; or
- c. implement a change that does not materially reduce Customer's contractual rights or materially increase Customer's obligations.

Where reasonably practicable, Murmurly shall provide prior notice of such a change.

21.4 Changes to subscription fees are governed by Article 13.10. Changes to the Services are governed by Article 20 and the other applicable provisions of the Agreement.

21.5 An update to these Terms shall not amend any Subscription Agreement or other individually agreed commercial arrangement unless Murmurly and Customer expressly agree otherwise.

22. Governing Law and Jurisdiction

22.1 The Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

22.2 Any dispute arising out of or in connection with the Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

23. General

23.1 Entire Agreement. The Agreement constitutes the entire agreement between Murmurly and Customer regarding its subject matter and supersedes any prior or contemporaneous proposals, discussions, representations or agreements relating to that subject matter, whether written or oral. Nothing in this Article 23.1 excludes liability for fraud or fraudulent misrepresentation.

23.2 Assignment. Customer may not assign or transfer the Agreement, in whole or in part, without Murmurly's prior written consent, which shall not be unreasonably withheld or delayed.

Murmurly may transfer its legal relationship under the Agreement in connection with a merger, corporate reorganization, sale of its business or substantially all assets relating to the Services, or to an affiliated entity, provided that the relevant successor assumes Murmurly's obligations under the Agreement. Customer hereby grants its cooperation in advance to any such transfer within the meaning of Article 6:159 of the Dutch Civil Code. Murmurly and the relevant successor shall notify Customer in writing of such transfer, which notification may be given by either of them on behalf of both.

23.3 Subcontractors. Murmurly may use affiliates, contractors and other service providers to perform parts of the Services. Murmurly remains responsible for its obligations under the Agreement, subject to the provisions concerning third-party services in Article 12 and, where applicable, the DPA.

23.4 Force Majeure. Neither Murmurly nor Customer shall be liable for any delay or failure to perform an obligation under the Agreement to the extent caused by circumstances beyond its reasonable control, including failures of telecommunications or internet infrastructure, widespread cloud or utility outages, natural disasters, war, terrorism, civil unrest, governmental action, labour disputes or similar events. The affected party shall use reasonable efforts to mitigate the effects of the event and resume performance as soon as reasonably practicable.

This Article 23.4 does not excuse Customer's obligation to pay amounts that became due before the relevant event.

23.5 Notices. Notices relating to the Agreement shall be made in writing. Notices to Murmurly shall be sent to legal@murmurly.io. Notices to Customer shall be sent to the contact details or email address designated by Customer under the Agreement or in its Murmurly account. Notices may also be delivered through another written communication channel expressly agreed between Murmurly and Customer. Customer is responsible for keeping its contact details up to date.

A notice sent by email shall be deemed received when delivered without an automated delivery failure message, unless the sender has reason to believe that the notice was not received.

23.6 No Waiver. A failure or delay by Murmurly or Customer to exercise any right or remedy under the Agreement shall not constitute a waiver of that right or remedy. A waiver shall be effective only if made in writing and shall apply only to the specific circumstances for which it is given.

23.7 Severability. If any provision of the Agreement is found to be invalid, unlawful or unenforceable, that provision shall be limited or modified to the minimum extent necessary to make it enforceable or, where that is not possible, shall be deemed severed. The remaining provisions shall remain in full force and effect.

23.8 Independent Contractors. Murmurly and Customer are independent contracting parties. Nothing in the Agreement creates a partnership, joint venture, employment, fiduciary or agency relationship between them.

23.9 No Third-Party Rights. Except where the Agreement expressly provides otherwise, no person other than Murmurly and Customer shall have any right to enforce the Agreement. In particular, Members and External Users do not become parties to the Agreement solely through their access to or use of the Services or through their acceptance of separate User Terms. Any User Terms accepted by a Member or External User constitute a separate agreement between Murmurly and that individual and do not modify this Agreement or relieve Customer of its obligations under it. For the avoidance of doubt, this Article 23.9 does not prevent an individual from entering into the Agreement for Evaluation Use in accordance with Article 2.6.

23.10 Purchase Orders. Any purchase order, procurement document, vendor portal terms or other document issued by Customer in connection with the Agreement is for administrative purposes only and shall not modify or supplement the Agreement. Any additional or conflicting terms contained in such document shall have no effect unless expressly agreed in writing by Murmurly and Customer.

23.11 Electronic Acceptance. The Agreement may be accepted or executed electronically. Electronic acceptance, electronic signatures and electronically executed copies shall have the same effect as acceptance or execution in writing, to the extent permitted by applicable law.

23.12 Language. These Terms are drawn up in the English language. Any translation of these Terms is provided for convenience only. In the event of any inconsistency or difference in interpretation between the English version and a translated version, the English version shall prevail.

23.13 Order of Precedence. In the event of a conflict between the documents forming part of the Agreement, the DPA shall prevail with respect to the Processing of Customer Personal Data as provided in Article 2.5, any applicable EU Data Act Addendum shall prevail with respect to matters it expressly addresses, the Subscription Agreement shall prevail over these Terms with respect to matters it expressly addresses as provided in Article 2.4, and these Terms shall otherwise apply.