

Veros Platform Terms of Service

Version 4 - April 2026

1. Scope and applicability

These Terms of Service govern access to and use of the Veros platform and any functionality made available through it (the "Platform").

They apply to:

- the organization that has entered into a commercial agreement with Veros (the "Agreement") for access to the Platform (the "Customer"); and
- any individual authorized by the Customer to access and use the Platform on its behalf (a "User").

These Terms of Service regulate only access to and use of the Platform. Commercial terms, subscription scope, fees, renewal, termination, liability, intellectual property, confidentiality, and other general contractual matters are governed by the applicable Agreement, Platform Schedule, or other written agreement entered into with Veros.

Access to the Platform is conditional upon compliance with these Terms of Service.

Each User accesses and uses the Platform solely as a representative of the Customer and does not acquire any independent subscription, license, or other contractual rights against Veros. Any individual accessing the Platform represents that it has been authorized by the relevant Customer to do so, and Veros is not responsible for verifying such authorization.

Certain functionality, modules, service levels, or configurations made available through the Platform may be subject to additional module-specific terms, service level commitments, or other subscription-specific conditions as set out in the applicable Platform Schedule or its appendices. Where applicable, such terms form part of the contractual framework governing the relevant subscribed scope and apply in addition to these Terms of Service.

2. Definitions

For the purposes of these Terms of Service, the following terms have the meanings set out below.

- **Account.** The workspace within the Platform through which a Customer accesses and uses the Platform, manages its authorized Users, and controls Customer Data.
- **Credentials.** The authentication details used by a User to access the Platform, including usernames, passwords, access tokens, multifactor authentication factors, or other security mechanisms.
- **Customer.** The organization that has entered into a commercial agreement with Veros for access to the Platform, whether such access is provided directly by Veros or through a third party authorized by Veros.
- **Platform.** The Veros software application and related functionality made available by Veros through the Veros website or other interfaces.
- **User.** An individual authorized by a Customer to access and use the Platform on its behalf under an Account.
- **Veros.** Veros Solutions B.V., a company incorporated under the laws of the Netherlands, and its affiliates, as applicable.

Capitalized terms not defined in these Terms of Service have the meanings set out in the Agreement or the Platform Schedule.

3. Platform access and permitted use

Subject to the applicable Agreement, including the applicable Platform Schedule, and compliance with these Terms of Service, the Customer may access and use the Platform solely for its internal business purposes during the applicable Term.

Access to the Platform is limited to the scope, modules, functionality, usage parameters, and Term expressly set out in the applicable Platform Schedule or other written agreement with Veros.

The Customer may permit access to the Platform only to its authorized Users acting on its behalf and within the scope of the authority granted by the Customer.

Users do not receive any independent right, title, or interest in or to the Platform separate from the Customer's rights under the applicable commercial agreement.

The right to access and use the Platform may not be assigned, transferred, extended, resold, leased, sublicensed, or otherwise made available to any third party, except through authorized Users acting on behalf of the Customer under its Account and in accordance with these Terms of Service and the applicable commercial agreement.

Veros may impose reasonable technical, operational, authentication, security, or usage conditions on access to the Platform in order to protect the integrity, confidentiality, availability, and security of the Platform and the data processed through it.

4. Accounts, users, and credentials

Access to the Platform is provided through an Account. Each Account is associated with a single Customer, which is responsible for all activity conducted through that Account.

The Customer is responsible for managing its Users, including granting, modifying, and revoking User access to the Platform. All Users access the Platform solely on behalf of the Customer and within the scope of the authority granted to them by the Customer.

Users may include employees, contractors, brokers, consultants, advisors, or other third parties authorized by the Customer. The Customer shall ensure that all such Users are aware of, and comply with, these Terms of Service.

The Customer is responsible for maintaining the confidentiality and security of all Credentials associated with its Account and Users. Credentials are personal to the User to whom they are issued and must not be shared.

The Customer must promptly revoke or update access where a User no longer requires access to the Platform or is no longer authorized to act on the Customer's behalf.

The Customer shall use reasonable efforts to ensure that each third party granted access to the Platform on its behalf is subject to confidentiality obligations at least as protective as those applicable to the Customer under the relevant commercial agreement.

Veros may suspend or restrict access to an Account or individual Users where it reasonably believes that Credentials have been compromised, misused, or used in violation of these Terms of Service, in order to protect the Platform, the Customer, or other customers.

5. Acceptable use and restrictions

The Customer may use the Platform only for lawful purposes and in accordance with these Terms of Service and the applicable commercial agreement.

The Customer must not, and must ensure that its Users do not:

- use the Platform in a manner that violates any applicable law or regulation;
- use the Platform to infringe, misappropriate, or otherwise violate the rights of any third party;
- access or use the Platform beyond the authorized scope of the Customer's subscription or usage entitlements;
- attempt to gain unauthorized access to the Platform, other accounts, or related systems or networks;
- interfere with or disrupt the integrity, performance, or security of the Platform;
- bypass, disable, defeat, or otherwise interfere with any technical or security measures implemented within the Platform;
- reverse engineer, decompile, disassemble, or attempt to derive the source code, underlying ideas, algorithms, or non-public structure of the Platform, except to the extent such restriction is prohibited by applicable law;
- copy, modify, adapt, translate, or create derivative works of the Platform, except as expressly permitted by the applicable commercial agreement;
- assign, transfer, extend, resell, lease, sublicense, or otherwise make the Platform available to third parties other than authorized Users acting on behalf of the Customer;
- use the Platform to introduce malicious code, including viruses, malware, ransomware, spyware, or other harmful components;
- use the Platform in a manner that could damage, disable, overburden, or impair the Platform or other users' access to it;
- remove, obscure, or alter any proprietary notices, disclaimers, or labels contained in or on the Platform; or
- use the Platform for benchmarking, competitive analysis, or similar external comparative purposes without Veros' prior written consent.

The Customer remains responsible for ensuring that all use of the Platform under its Account complies with these Terms of Service.

6. Customer Data

The Customer is solely responsible for the accuracy, completeness, legality, reliability, and appropriateness of all Customer Data and for ensuring that it has all necessary rights, permissions, notices, and legal bases required to submit, store, share, and process Customer Data through the Platform.

The Customer must not submit Customer Data that:

- is unlawful;
- infringes or misappropriates the rights of any third party;
- cannot lawfully be processed by Veros in connection with the Platform; or
- poses a material security, operational, or legal risk to the Platform or to other customers.

Veros has no general obligation to monitor, review, or pre-screen Customer Data. Where Veros reasonably believes that Customer Data is unlawful, cannot lawfully be processed, or poses a material risk to the Platform or others, Veros may, to the extent reasonably necessary to comply with applicable law or protect the Platform, restrict access to, remove, or delete such Customer Data, or suspend related access to the Platform.

7. Limited rights in the Platform

The Platform, including all underlying software, designs, interfaces, workflows, structure, and related materials, is owned by Veros or its licensors.

Except for the limited right to access and use the Platform as expressly granted under the applicable commercial agreement and these Terms of Service, no rights are granted to the Customer or any User, whether by implication, estoppel, or otherwise.

8. Suspension and restriction of access

Veros may suspend, restrict, or limit access to the Platform, in whole or in part, where it reasonably believes that:

- the Platform is being used in violation of these Terms of Service, the applicable commercial agreement, or applicable law;
- access has been granted to, requested for, or is being used by a person or entity in a manner that may violate applicable law, including applicable sanctions, export control laws, trade restrictions, or other legal prohibitions;
- Credentials have been compromised, misused, or pose a security risk;
- continued access could harm the Platform, Veros, the Customer, or other customers;
- Customer Data cannot lawfully be processed or creates a material security, legal, or operational risk; or
- suspension or restrictions is required to comply with legal, regulatory, or security obligations.

Suspension or restriction of access may apply to an entire Account or to specific Users, and may be implemented immediately where reasonably necessary to protect the Platform or comply with legal, regulatory, or security requirements.

Suspension or restriction of access under this Section governs only access to the Platform. It does not, by itself, terminate, modify, or affect any commercial agreement between the Customer and Veros or any payment obligations arising thereunder.

Veros will use reasonable efforts to restore access once the circumstances giving rise to the suspension or restriction have been resolved, where restoration is appropriate.

9. Privacy and data protection

To the extent the Platform processes personal data on behalf of the Customer, such processing is governed by applicable data protection laws and the applicable Data Processing Agreement entered into between Veros and the Customer, where required by law.

For the operation, administration, support, and security of the Platform, Veros also processes limited personal data relating to Users, such as names, business email addresses, login metadata, and technical identifiers, as necessary to manage Accounts, authenticate Users, control access, and ensure the reliability and security of the Platform. Such processing is

governed by Veros's applicable privacy statement, as made available through the Platform or otherwise through the contractual framework.

10. Updates to these Terms of Service

Veros may update these Terms of Service from time to time to reflect changes to the Platform, applicable law, security requirements, or Veros's business practices, unless expressly agreed otherwise in the applicable master service agreement or other written agreement between Veros and the Customer.

Any update applies prospectively only and does not retroactively affect rights or obligations arising before its effective date.

Veros will provide reasonable notice of material changes, which may be given by posting the updated version within the Platform, by email, or through other reasonable means.

Continued access to or use of the Platform after the effective date of an updated version constitutes acceptance of the updated Terms of Service.

This amendment mechanism applies only to these Terms of Service and does not modify any Agreement, Platform Schedule, or other separately negotiated written agreement, each of which may be modified only in accordance with its own terms.

If these Terms of Service conflict with an applicable Agreement, Platform Schedule, or other separately negotiated written agreement between Veros and the Customer, that agreement prevails.