

TRIPLETEx DEVELOPER TERMS

Version: 06.2026.

Definitions

In these Terms, the following terms shall have the meanings set out below, unless the context requires otherwise:

"Addendum" means any written agreement executed by both Parties that supplements, varies, or adds to these Terms, including without limitation any additional terms imposed pursuant to section 2.2.9, any consent required under chapter 2.3 or chapter 2.3A, and any non-disclosure agreement signed in accordance with section 6.13. In the event of conflict between these Terms and any Addendum, the Addendum shall take precedence.

"AI Agent" means any AI System that executes multi-step workflows, makes decisions, or takes actions through the Tripletex APIs without direct, real-time human instruction for each step.

"AI Integration" means any Integrated Application that incorporates, is controlled by, or provides Data or API access to any AI system, large language model, automated decision-making system, or agentic workflow.

"AI System" means any machine-based system that, for a given set of objectives, generates outputs such as predictions, recommendations, decisions, content, or other outputs that can influence real or virtual environments, including systems that utilise machine learning, deep learning, neural networks, large language models, generative pre-trained transformers, natural language processing, or similar technologies.

"AI Training" means the process of using Data to develop, train, fine-tune, refine, validate, improve, or evaluate any AI System or component thereof, including the creation of training datasets, evaluation benchmarks, or reinforcement learning feedback loops.

"Business Day" means any day other than a Saturday, Sunday, or a public holiday in Norway.

"Confidential Information" means information that is confidential and/or proprietary, including but not limited to information identified as "Confidential" or "Proprietary", or that should reasonably be understood to be confidential or proprietary under the circumstances. All access keys, tokens or other login- or authentication information are Confidential Information, as are all non-public elements of the Developer Programme, and pre-release information about any Tripletex Application.

"Data" means the data processed by or through the integration between the Integrated Application and the Tripletex Application, such as databases, tables, invoices and other

documents, including any personal data as defined in applicable laws and regulations. Data may be proprietary and/or Confidential Information.

"Developer Programme" means Developer Accounts (as described in section 2.1), Development Environments, APIs, SDKs, tokens, logins and similar related materials and resources, such as Documentation, web pages and portals.

"Development Environments" means a closed sandbox type environment or functionally equivalent solution such as a test or trial account, dummy endpoints or similar, with no access to or use of production data or used for production purposes.

"Directives" means directives from Tripletex, as may be issued from time to time, to fix, improve, suspend, stop or otherwise change the Developer's use of Tripletex's APIs to comply with these Terms, applicable Documentation or in order to otherwise ensure the secure and efficient operation of the APIs and connected applications.

"Documentation" means the technical and operational documentation, guidelines, specifications, requirements, restrictions, rules, and procedures published by Tripletex from time to time in respect of a particular Tripletex Application, including API references, integration guides, and identity and access management requirements.

"End User Customer" means the legal entity or individual that is a customer of a Tripletex Application and that has authorised the Developer's Integrated Application to access and process Data through the Developer Programme on that End User Customer's behalf.

"End User Terms" means the Developer's own legally binding End User Customer contract and privacy policy for the Integrated Application.

"Insurance and Financial Services" means any product or service that informs or facilitates the delivery, referral, pricing, analysis, comparison, recommendation or funding of a financial product or service or protection against loss, such as payments, lending, insurance, invoice factoring, asset management, commodity trade, financing and credit and debit card products and services.

"Integrated Application" means the Developer's software application that interfaces with Tripletex Applications as set forth in these Terms.

"Marks" means all product names, logos, trademarks and similar.

"MCP Integration" means any integration architecture in which a Developer operates a server that exposes Tripletex API endpoints as callable tools or resources to external AI Systems, using the Model Context Protocol or any functionally equivalent open standard, without those AI clients being party to these Terms or subject to a direct contractual relationship with Tripletex.

“Prompt Injection” means an attack technique in which malicious or unauthorised instructions embedded in data, content, or tool outputs processed by an AI System cause that system to perform unintended actions or deviate from its authorised purpose.

Write Operations means any API call or MCP tool invocation that creates, modifies, or deletes Data in a Tripletex Application, as distinct from requests that only retrieve or read Data without altering it

"Processed" (and **"Processing"**) means any operation or set of operations performed on the Data, whether or not by automated means, such as collection, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, combination, erasure or destruction.

"Tripletex" means Tripletex AS, a private limited company incorporated under the laws of Norway with organisation number 914 286 018 and registered address at Karenslyst allé 56, 0277 Oslo, Norway, and any other member of the Tripletex Group that owns or operates a Tripletex Application made available through the Developer Programme. References to "we", "us" and "our" in these Terms are references to Tripletex AS and the respective Tripletex Group company.

"Tripletex Applications" means Tripletex's software applications that are part of the Developer Programme.

1.1. Welcome as a Tripletex Developer! The purpose of these terms is to enable your Integrated Application to interface with Tripletex's Applications as set forth in these terms ("Terms") in a manner that drives a vibrant ecosystem around our applications whilst protecting the interests, rights and obligations of Tripletex and our customers.

These Terms govern your access to and use of the Tripletex API.

You accept these Terms by clicking "I accept" or similar on a registration page.

You warrant to us that you have the authority to bind yourself or your company to these Terms, which constitute a contract between you and us. You are referred to as "you", "your" or the "Developer".

If you do not agree to these Terms, or do not have this authority, you may not create a Developer Account or use any part of the Developer Programme.

Please note that registering for a Developer Account only gives you access to a non-production Development Environment, so that you can explore the possibilities available in the Tripletex Developer Programme, and build and test your integration. In order to go into production with live data and customers, you will have to obtain authorisation from the End User Customer for any access to their data, and Tripletex

may impose additional terms - please see 2.2.9. and 2.3 Additional terms for Insurance and Financials Services.

If you are unsure about whether your intended use of the Developer Programme is compliant with these Terms or not, you must contact us without undue delay.

1.2. Requirements and documentation vary per Tripletex Application — see section 2.2.2 and the applicable Documentation.

1.3. The Developer Programme is owned, provided and maintained by Tripletex ("Tripletex", "we", "us", "our"). The Developer Programme is an evolving and dynamic set of functionality and resources, and will change over time as we develop the programme and our API's. We may also change these Terms from time to time as we, in our sole discretion, deem necessary or appropriate, and will notify you of changes or modifications to these Terms or the Developer Programme as described in Chapter 5. The latest version of these Terms is always the applicable version. The version is indicated on the first page.

1.4. The Developer Programme's official website is: <https://developer.tripletex.no>

1.5 These Terms include provisions governing the use of AI Systems in connection with the Developer Programme. If your Integrated Application utilises any AI System, you should pay particular attention to sections 2.2.4 and 2.2.12, the Acceptable Use Policy in Chapter 4 and any applicable Addendums.

2. Tripletex Developer

2.1. Developer Account

2.1.1. To set up a Developer Account, you must follow the registration process available from: <https://developer.tripletex.no/getting-started/>

If your registration is accepted by Tripletex, you will be granted access to and a right of use for one or more specified Development Environments.

2.1.2. Development Environments are non-production environments. You may use the Development Environments only to explore the possibilities offered by the Developer Programme, and to build and test your Integrated Application.

2.1.3. Individual User Accounts within Developer Accounts are for named, individual users only, and may not be shared. . Where the developer is representing a legal entity, the user's official business email for that entity must be used for registration. Registration must be performed manually, and not by scripts.

2.2. Production

2.2.1. You are responsible for any permissions, authorisations, licenses or consents required from customers, users or other third parties if and as required for your provision

of the Integrated Application, in particular for any use of Data, and that this authorisation is given by the customer in an informed and transparent manner.

Where your Integrated Application operates as or incorporates an MCP Integration, the customer authorisation must additionally comply with the requirements set out in section 2.2.12, including in particular the disclosure and consent obligations under section 2.2.12(c).

2.2.2. Requirements, tools and features for how to set up and manage an integration, including identity and access management and applicable call volume limits, may differ between Tripletex Applications, and are stipulated in the Documentation for the application. For instance, this can be requirements for information your Integrated Application must provide to our authorisation endpoint in order to authorise the integration, such as "client_id".

2.2.3. If you receive any keys, tokens or similar directly from us, we reserve the right to use two-factor authentication for identification- and access purposes. Only the account you provided in 2.1.3. will be used.

2.2.4. Your Integrated Application and any use of Data shall:

- Process Data only for authorised and legitimate purposes. Where an End User Customer (or end user) is the owner of the Data, or the data controller for any personal data, the End User Customer shall authorise the use of Data by the Integrated Application.
- Provide a level of security that is appropriate to the risk represented by the integration, including in particular any processing of Data.
- Be of a high professional standard with regards to the technical solution, compliance with applicable laws and regulations and subject matter (for example accounting, payroll and privacy regulations).
- Provide added value and business opportunity for the End User Customer, and otherwise be in compliance with these Terms.
- Not use, nor permit any third party to use, Data accessed through the Developer Programme for AI Training, nor create any dataset derived from such Data for the purpose of developing AI capabilities, unless expressly authorised in writing by both Tripletex and the relevant End User Customer. This prohibition extends to any AI-generated or system-generated output produced by or through any Tripletex Application or the Developer Programme.
- Not persistently store, cache, index, or otherwise accumulate API responses, Data, or outputs from the Developer Programme beyond what is transiently required to deliver the authorised functionality of the Integrated Application to the requesting End User Customer in real time, unless expressly authorised in writing by Tripletex.
- If your Integrated Application utilises an AI System in connection with Data obtained through the Developer Programme, including where your Integrated Application operates as or incorporates an MCP Integration that exposes Tripletex API endpoints as callable tools to AI Systems, you must: (i) disclose this to Tripletex upon request;

(ii) ensure that any AI System that receives or processes Data through your Integrated Application or any MCP Integration component thereof is subject to a data processing agreement fully compliant with GDPR; where any such AI System processes Data outside the European Economic Area, you shall ensure that such processing is subject to an appropriate transfer mechanism under Chapter V GDPR; and you shall, upon Tripletex's request, provide details of each AI sub-processor processing Data outside the EEA, including the sub-processor identity, the relevant third country, and the applicable transfer mechanism; (iii) clearly inform end users that AI is being used to process their Data; (iv) ensure that AI-generated output is not represented as human-generated; and (v) maintain a human-in-the-loop for any workflow that produces legal or similarly significant effects on individuals or that involves write operations to any Tripletex Application's system of record.

2.2.5. You will abide by the Acceptable Use Policy in Chapter 4 of these Terms, and the at all times applicable rules and restrictions for the particular API's or other components of the Developer Programme you use, such as limitations on the number of API calls that can be made within a certain time period. Such rules and restrictions are available from the Documentation or as an Addendum to these Terms.

Tripletex may, at its sole discretion, impose, adjust, or modify rate limits, API call quotas, token caps, and other technical restrictions on your use of the Developer Programme. Use of the Tripletex APIs by AI agents, bots, or other automated systems may be subject to separate and more restrictive limits.

2.2.6. You will provide Tripletex with appropriate information as reasonably required to demonstrate compliance with these Terms, if requested by Tripletex, including access to your Integrated Application in an appropriate manner or environment, such as a test account.

If your Integrated Application utilises an AI System, you shall, upon Tripletex's request, provide a written self-certification confirming that your use of Data complies with these Terms, including the prohibitions on AI Training and the requirements of applicable law.

2.2.7. You will use commercially reasonable efforts to abide by Tripletex's Directives.

2.2.8. We reserve the right to, in our sole discretion, suspend your access to and use of the Developer Programme or any part thereof, if we suspect on reasonable grounds that your use of the Developer Programme and/or your Integrated Application is in non-compliance with these Terms, Documentation or otherwise jeopardise the security, performance or stability of Tripletex Applications.

We reserve the right to suspend your access to and use of the Developer Programme or any part thereof if Directives are not followed within a reasonable amount of time.

We further reserve the right to inform any affected customers of the reason for such suspension and/ or effect of any failure on your part to comply with a Directive within a reasonable amount of time.

Without limiting the foregoing, the grounds for suspension under this section 2.2.8 include any use of the Developer Programme that Tripletex reasonably believes involves AI Training, bulk data extraction, or automated activity inconsistent with the approved purpose of your integration. Such suspension may be effected without prior notice where the activity poses an immediate risk to the security or integrity of Tripletex Applications or customer Data.

2.2.9. Based on your use of the Developer Programme, we may- in our sole discretion as we deem necessary or appropriate- require additional terms and/ or restrictions on your use of the Developer Programme.

Such terms and restrictions may be, but are not limited to, prices, call- volumes, restrictions of certain endpoints, transaction monitoring, and the purposes for which the API's and any Data may be used.

Any such additional terms or restrictions shall be specified in e.g. an Addendum to these Terms, and duly communicated to the Developer in accordance with Chapter 5. The Developer's continued use of the Developer Programme following such communication shall constitute acceptance of the additional terms or restrictions.

2.2.10 Where your Integrated Application incorporates or is accessed by any AI Agent, you must ensure that each component operates exclusively within the authorisation scope granted by the End User Customer, and you must not enable any component to grant access to Data or the Developer Programme to any further downstream agent, application or service.

2.2.11 Where Tripletex detects usage patterns consistent with automated, agentic, or AI-driven operation of the Developer Programme, Tripletex may require you to provide a written explanation of such patterns within five (5) Business Days and to implement remedial measures. Failure to explain or remediate such patterns to Tripletex's reasonable satisfaction may constitute grounds for additional terms under section 2.2.9 or suspension under section 2.2.8.

2.2.12. MCP Integrations

Developers building or operating an MCP Integration are subject to all applicable provisions of these Terms, including in particular sections 2.2.1, 2.2.4, 2.2.6, 3.1 and the Acceptable Use Policy. The following additional requirements apply:

(a) No Developer may operate a commercial MCP Integration in the production environment without Tripletex's prior written consent. Tripletex may, in its sole discretion, grant or withhold consent and may impose additional conditions in an Addendum in accordance with section 2.2.9.

(b) You must not re-use a customer's credentials to service requests from any AI System other than in direct and immediate response to a request initiated by that customer.

(c) You must implement and maintain reasonable technical measures to mitigate prompt injection and other security risks specific to MCP architectures, and notify Tripletex without undue delay of any suspected exploitation of your MCP Integration involving Data.

(d) MCP Integrations are restricted to read-only access unless Tripletex has expressly authorised write operations in the applicable Addendum. Write operations additionally require explicit, transaction-level authorisation from the customer.

e) You must maintain logs of all AI System requests made through your MCP Integration, including the API endpoints called and the timestamp and outcome of each request.

2.2.13. Any Developer whose Integrated Application incorporates an AI Integration must obtain Tripletex's prior written consent before accessing the production environment. Tripletex may, in its sole discretion, grant or withhold such consent and may impose additional conditions under section 2.2.9. Developers seeking approval should initiate the process as early as possible.

2.3. Additional terms for Insurance and Financial Services

2.3.1. This chapter 2.3 applies to Developers and Integrated Applications that provide Insurance and Financial Services.

2.3.2. If approved, you represent and warrant on a continuous basis that you:

- Will comply with all applicable laws and regulations pertaining to the provision of Insurance and Financial Services.
- Will immediately notify Tripletex of any additional use cases or purposes for processing Data for or by your Integrated Application, and obtain approval from Tripletex before implementing them. Any new or changed approved use cases shall if approved by Tripletex be added to the Addendum regulating your provision of Insurance and Financial Services using the Developer Programme.
- Will not use the Developer Programme or any part thereof (including Data) to provide leads or price comparisons for other Insurance and Financial Service providers, or other third parties or ultimate beneficiaries, for populating, informing or distributing enquiries, applications or similar for other financial service providers, nor act as an aggregator, distributor or provider for the aforementioned, or any applications or services populated with data collected from or otherwise facilitated by the Developer Programme.
- Make any representation or warranty that Tripletex makes any commitments or warranties pertaining to Insurance and Financials Services.

2.4. Your own terms - “End User Terms”

You are responsible for providing End User Terms to the End User Customer. End User Terms shall provide the End User Customer with transparent and legally adequate information about the nature of the Integrated Application, the integration with Tripletex and any Data you are Processing.

If a customer permits the Integrated Application to access and retrieve Data, you shall ensure that all use of Data is:

- Authorised by the customer (if you access and use customer data) in a clear and transparent manner.
- Kept to the minimum required for the Integrated Application to function.
- Not shared with other third parties, nor aggregated with the Data from other customers or otherwise used for purposes other than to provide the Integrated Application to the customer for its own internal business purposes.
- Deleted when the customer terminates his contract with you, or your legal basis for processing the Data expires for whatever reason. (I.e. you may not assume ownership of the customers Data, except as mandated by applicable law.)
- Processed in compliance with applicable terms and contracts, and laws and regulations. (Including inter alia the return of customer data to the customer prior to deletion when the customer terminates his contract with you, or your legal basis for processing the Data expires for whatever reason.)

Tripletex shall have the right to review End User Terms. End User Terms shall not make any representation or warranty on behalf of Tripletex.

In the event that Tripletex receives Data from or on behalf of a customer from the Integrated Application, Tripletex shall treat such Data as governed by its End User Customer contract for the relevant Tripletex product, and it will no longer be subject to End User Terms; any use of a Tripletex-system is subject to Tripletex's terms of use for that system.

2.5. Privacy exception

2.5.1. Tripletex may reveal information about Developer Accounts, including names, for attribution purposes, handling inquiries from End User Customers, manage security incidents, or other purposes Tripletex reasonably deems necessary under these Terms. You understand and agree that we may access, store, and disclose your Developer Account information, including personal data, if required to do so by law or in good faith believe that such access, storage, or disclosure is reasonably necessary to comply with legal process or obligation, or to protect the rights, interests or obligations of Tripletex, our partners or customers.

2.6. Marks and marketing

2.6.1. The Parties shall abide by the at all times applicable general guidelines for marketing and promotion of the Integrated Application, including with regards to use of

trade names and logos, as provided by the respective Party. The Parties shall not issue any formal press release, nor use each other's trademarks, logos or other brand features without the prior written approval of the other Party, and any such permitted use (including any associated goodwill) shall inure to the benefit of the owner. Any additional obligations or restrictions agreed between the Parties or required by either Party, shall be attached to these Terms as an Addendum. (For clarification, the Parties may freely promote their respective applications in normal media and distribution channels.)

2.6.2. All product names, logos, trademarks and similar ("Marks") are the property of their respective owners. The Tripletex name and logo are registered trademarks of Tripletex AS.

3. Right of use

3.1. You are granted a limited, revocable, terminable and non-exclusive right of use for the Developer Programme subject to these Terms and any rules or restrictions that may apply to any particular component of the Developer Programme, solely for the purpose of enabling the Integrated Application to interface with Tripletex Applications.

For the avoidance of doubt, the right of use granted herein includes commercial use, however, commercial use of the Developer Programme may be subject to 2.2.9.

3.2. You are solely responsible for your use of the Developer Programme and the Integrated Application, including any Data you use.

3.3. The right of use may not be transferred, delegated assigned or sub-licensed to any entity whatsoever, in whole or in part, under any circumstances (including but not limited to mergers and demergers, bankruptcy, change of ownership or control, or to affiliates), without prior written authorisation in each case from Tripletex, which shall not unreasonably be withheld.

3.4. If you employ third party subcontractors, AI service providers, or other sub-processors to develop, host or perform other tasks for the Integrated Application, you shall ensure any such parties abide by these Terms, including the restrictions on AI Training, and only process Data for the purposes authorised herein. Subcontractors and sub-processors shall have no other use rights. You shall remain fully responsible and liable under these Terms for any breach of these Terms by any third party you use or employ.

3.5. You shall not, nor permit any third party to, use the Developer Programme or any part thereof in a manner that violates applicable law, regulation or these Terms, the rights (including intellectual property rights) of any third party, or otherwise in a manner that interferes with Tripletex's business practices or Tripletex Applications.

4. Acceptable Use Policy

4.1. The portals, APIs and similar you will use as part of the Developer Programme are shared with other developers in the programme. Behave as you would want others to behave towards you, and write your application as you would want others to write theirs.

4.2. You will not, nor permit any third party to:

- Use the Developer Programme or any part thereof to provide products or services that are not in accordance with these Terms. In particular, you will not provide marketplace, dashboarding, white-labelled product development or bank- or Insurance and Financial Services without our express approval in each case.
- Provide, sublicense, sell, transfer or otherwise provide access to any part of the Developer Programme, including any Data, to any third party or ultimate beneficiary.
- Use the Developer Programme, including any Data, for unsolicited marketing in any context, nor place any advertising or third party content in Tripletex Applications.
- Use the Developer Programme, including any Data, for any purpose that is not directly related to your advertised and authorised service offering.
- Access or attempt to access Data or other information you are not authorised to access or do not have access to according to these Terms, even in the event such access is technically possible without circumvention of security controls. If you do have access to Data you should not have access to, you shall notify Tripletex without undue delay, so that Tripletex may rectify the situation. (You may also use our Responsible Disclosure Policy, available from Tripletex's website.)
- Collect, aggregate or syndicate Data for the purposes of selling or otherwise making such Data, in any form, available to parties other than the customer of the Integrated Application for the internal business purposes of the customer. (This includes making and disseminating performance information for the Tripletex APIs.) Any such aggregation of Data from or for more than one customer shall a) be approved by Tripletex in advance, and b) explicitly authorised by each customer, in End User Terms or equivalent.
- Sell, for a fee or other commercial benefit, transfer or otherwise make any Data available to any third party except your subcontractors, if any, as expressly permitted herein.
- Attempt to circumvent or exceed limitations and restrictions, such as call- limitations, or by sharing accounts.
- Scrape, download, post or transmit any part of the Developer Programme.
- Transfer or process harmful code or data to or with any Tripletex API, nor use Developer Programme for unlawful or malicious purposes.
- Use the Developer Programme to permit a competitive product to interface with Tripletex Applications, nor to develop your own competitive product.
- Obfuscate or hide any Tripletex communications, sign-in functionality or other access- or -authorisation flows, nor communicate with customers in a manner that appears as coming from Tripletex.

- Copy, reformat, reverse engineer or otherwise modify the Developer Programme or any part thereof.
- Use the Developer Programme, including in particular any APIs and API credentials, to assist or enable governmental authorities to gain access to Data or information in a manner that would constitute a breach of Tripletex's obligations of confidentiality for its customers data or obligations as a data processor, such as by avoiding serving the legal process directly to Tripletex.
- Build, operate, or maintain any system, including any AI System, that replicates, approximates, or substitutes for the orchestration, business logic, or workflow management layer of any Tripletex Application, whether by consuming API outputs, processing Data, or any combination thereof.

4.3. Tripletex reserves the right to monitor your use of any part of the Tripletex Developer Programme, including in real time, for purposes of security and compliance with these Terms. Such monitoring may include analysis of API call patterns, request volumes, and data access patterns.

5. Modifications, support and notifications

5.1. The Developer Programme and all its constituent components, are provided "as is" at any given time, "with all faults", and is not contingent on or tied to any particular version or functionality at any particular point in time, nor any publications, materials or comments made by or on behalf of Tripletex. Tripletex may make changes and modifications to any part of the Developer Programme, such as adding or removing functionality, correcting errors, imposing restrictions or limitations or discontinuing the Developer Programme in whole or in part, in our sole discretion, at any time and without any obligation or liability accruing therefrom. Tripletex is not obligated to provide modifications, fixing errors or respond to errors you may encounter in the Developer Programme.

5.2. Changes and modifications may not be compatible with your Integrated Applications. It is your responsibility to ensure that your Integrated Applications work with the latest version.

5.3. While we strive to provide you with support, information and notification of planned modifications in the information channel for a particular Tripletex Application or other component of the Developer Programme, we may not be able to provide you with such information in advance, nor are we obligated to do so.

5.4. Changes or modifications that affect the entire Developer Programme will be announced on: developer.tripletex.com

If we have a need for contacting you directly, we will use the email you provided to us when you registered for a Developer Account.

6. Other terms

Independent Parties

6.1. The Developer shall act in his own name and for his own account. Nothing in these Terms shall be construed as creating an agency, joint venture or similar, or give either party power to direct or control the other party, make any commitments or express any form of warranty or similar to a third party on behalf of the other party, except as expressly agreed between the Parties in an Addendum to these Terms. The Developer shall not give the impression that the Integrated Application is made, sponsored or endorsed by Tripletex.

Data Protection

6.2 Each Party is independently responsible for its own processing of personal data and shall comply with applicable data protection laws in respect of such processing. The Developer is solely responsible for identifying and maintaining a lawful basis for all processing of Data accessed through the Developer Programme, and for entering into any data processing agreements required with End User Customers. Nothing in these Terms shall be construed as constituting a joint controller arrangement between the Parties under Article 26 GDPR, save where the Parties have expressly agreed otherwise in an Addendum.

Independent development

6.3. You understand and acknowledge that Tripletex may be independently developing (or may receive from third parties) features, applications, content, or other products, services or functionality that may be similar to or competitive with the Integrated Application, and nothing in these Terms will be construed as restricting or preventing Tripletex from doing so.

Intellectual Property Rights

6.4. Tripletex (or its licensors) is the sole owner of all rights, title and interest, including all intellectual property rights, in and to the Developer Programme, Tripletex Applications, Tripletex's Marks, our other products and services and related documentation, technology and assets, websites, content and any modifications or derivative works of the foregoing ("Tripletex Intellectual Property"). No rights, title or interest are transferred under these Terms. In the event of infringement of Tripletex Intellectual Property, Tripletex (or its licensors) may take all reasonable steps to protect its proprietary and commercial interests, including any remedy available at law.

6.5. The Developer (or its licensors) is the sole owner of all rights, title and interest, including all intellectual property rights, in and to the Integrated Application, the Developers Marks, and related documentation, technology and assets, websites, content and any modifications or derivative works of the foregoing ("Developer Intellectual Property"). No rights, title or interest are transferred under these Terms.

Indemnification

6.6. The Developer shall indemnify and hold harmless Tripletex and its End User Customers from and against any claims, damages, losses, costs and expenses (including reasonable legal fees) where a third party claims that your use of the Developer Programme, your Integrated Application or use of Data is in conflict or infringement with a third party's patent, copyright or other intellectual property rights, or is in breach or violation of applicable law or these Terms, including claims arising from inaccuracy, bias, discrimination, or other harm caused by AI-generated output produced using Data from the Developer Programme, or from decisions made or actions taken by AI agents or automated systems operating through the Tripletex APIs. For the purposes of this Section 6.5, "use of the Developer Programme" includes any use of an AI System performed in connection therewith. Tripletex shall notify you immediately of receiving such a claim, and shall cooperate with you at your expense in resolving the matter. You shall have full control and responsibility for the legal process and settlement, provided that Tripletex is released from all liability.

Warranty

6.7. The Developer Programme and all its components, Tripletex Applications and other materials or services from Tripletex provided under these Terms, are provided "as is" and "with all faults". Tripletex (or its licensors) disclaim all warranties and guarantees, whether express or statutory, to the maximum extent permitted by law, including implied warranties of merchantability, title and fitness for any purpose. Tripletex makes no warranty or guarantee as to a) the reliability, accuracy or completeness of the Developer Programme and associated materials, b) that any use thereof will be secure, timely, uninterrupted, error-free, or meet your requirements or expectations, or c) that Tripletex will continue to provide, maintain or offer the Developer Programme in the future.

Liability

6.8. Tripletex shall, to the maximum extent permitted by law, not be liable for any loss of use, interruptions (including of business and costs of delays), changes in the Developer Programme, including changes or removals of functionality or features, failure of security, or Data loss or loss of confidentiality, integrity or accuracy of Data, nor for breaches of privacy, or any indirect, consequential, special, exemplary or other liability related to the Developer Programme or otherwise under these Terms. You further acknowledge that, given the nature of the Developer Programme and associated risk, Tripletex would not enter into these Terms without these limitations of liability.

6.9. If Tripletex is held responsible or liable through a court-approved settlement or court-ruling c.f. 6.20 Dispute resolution below, Tripletex's entire aggregate liability under these Terms shall be limited to the amount you paid to us, if any, for use of the Developer Programme in the twelve (12) months preceding the claim, or one thousand (1000) Euros.

Confidential Information

6.10. Tripletex may provide you with, or you may obtain, Confidential Information.

6.11. You shall keep all Confidential Information confidential, only use it for the purpose of fulfilling these Terms and protect or keep it with the same degree of care, but no less than a reasonable degree of care, as you use to protect your own information of a similar nature.

6.12. You may disclose Confidential Information only on a strict need-to-know basis, and if you disclose it to your third party professional advisors, contractors or similar, you shall ensure that such recipients are bound by law or by written confidentiality obligations no less restrictive than those set out in these Terms prior to any such disclosure, and you shall remain fully responsible under these Terms for any breach by such recipients.

6.13. You should not provide any information to Tripletex that you consider confidential or proprietary. Tripletex shall consider all information received from you to be non-confidential and non-proprietary. If you provide us with your confidential or proprietary information, you should, at your own responsibility, enter into a non-disclosure agreement or other terms of confidentiality with us.

6.14. If deemed necessary by either party in order to execute and comply with these Terms, it may require that the other party sign a non-disclosure agreement before disclosing any proprietary or confidential information.

Entire agreement and order of interpretation

6.15. These Terms constitute the entire agreement between Tripletex and you with respect to the subject matter in these Terms, and supersede any and all prior discussions, proposals or agreements between you and us. Tripletex may assign, transfer or delegate these Terms in its sole discretion.

6.16. In the event of conflict between these Terms and any Addendums, the Addendums shall have precedence. Any non-disclosure agreements signed in accordance with 6.13 shall be considered an Addendum. In the event of doubt over interpretation between these Terms in English and any translations, English shall take precedence.

Term and termination

6.17. These Terms are valid until terminated by either party. Either party may terminate these Terms at any time with 30 days' notice by sending a written notification (email) of termination to the other party. Upon termination taking effect, all rights granted to the Developer under these Terms shall immediately cease, including the right to integrate with Tripletex Applications through the Developer Programme.

6.18. Either party may terminate these Terms immediately if it, in its own sole judgement, confirms or suspects on reasonable grounds that the other party is or may come to be in breach of its obligations under these Terms, including providing appropriate security and

compliance for the Data processed under these Terms, or is not acting in the terminating party's best interest.

6.19. The Parties shall have the right to inform its customers of the termination, for the purpose of and to the extent necessary for transparency towards the End User Customers, as determined by the terminating party in its sole discretion.

6.20. Upon termination of these Terms entering into effect, the Parties shall make commercially reasonable efforts to remove references, links and similar to each other's Applications, Marks, websites and similar, and to delete any copies of Confidential Information, within a reasonable amount of time. In addition, the Developer shall immediately cease all use of Data obtained through the Developer Programme, and shall, upon Tripletex's request, certify in writing that all such Data and any datasets derived therefrom have been permanently deleted.

Survival

6.21. The following provisions shall survive the expiration or termination of these Terms for any reason: Definitions, Section 2.5 (Your own terms, to the extent obligations relating to Data deletion and return remain outstanding), Section 3.5 (Restrictions on use), Section 4 (Acceptable Use Policy, to the extent relating to ongoing obligations regarding Data), Section 6.1 (Independent Parties), Section 6.3 (Intellectual Property Rights of Tripletex), Section 6.4 (Intellectual Property Rights of Developer), Section 6.5 (Indemnification), Section 6.6 (Warranty), Section 6.7 (Liability), Section 6.8 (Liability cap), Section 6.9 through 6.13 (Confidential Information), Section 6.14 and 6.15 (Entire agreement and order of interpretation), this Section 6.20 (Survival), Section 6.21 (Severability), Section 6.22 (Waiver), and Section 6.23 (Dispute resolution).

Severability

6.22. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable while preserving the intent of the parties. If such modification is not possible, the relevant provision shall be deemed severed from these Terms. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of the remaining provisions, which shall continue in full force and effect.

Waiver

6.23. No failure or delay by either party in exercising any right, power or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law.

Dispute resolution

6.24. The parties enter into these Terms in good faith, and shall attempt to resolve any dispute through amicable negotiations. If the dispute cannot be resolved through negotiations, it shall be referred to the ordinary courts of law at the registered address of Tripletex. These Terms shall be governed by the laws of the jurisdiction of Tripletex.