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## 1 Scope

1.1 These general terms and conditions ("General Terms") constitute an essential part of the contractual framework between the Supplier and the Customer, and apply to all agreements executed by the parties, irrespective of their nature.

## 2 Definitions

2.1 The following definitions shall apply to these general terms and conditions, as well as to any other agreement between the parties that incorporates or references these general terms and conditions, either directly or indirectly:

**"The Customer"** refers to any legal or natural person who has entered into an agreement with the Supplier for the provision of services by the Supplier, regardless of the basis on which this agreement was established.

**"The Supplier"** refers to NORRIQ Belgium NV.

**"General Terms"** refers to these general terms and conditions that apply to all services provided by the Supplier, irrespective of the agreed basis for service provision. The Supplier reserves the right to update and amend these General Terms and Conditions at any time in accordance with Article 18.

**"Party"** refers to the Supplier or the Customer.

**"The Parties"** refers to the Supplier and the Customer.

**"(The) Services"** refers to all services provided or agreed to be provided by the Supplier to the Customer, including hardware, software, consulting, maintenance, support, and other services.

## 3 Services

3.1 The Supplier will deliver the Services to the Customer as per these terms and conditions and following good IT practice, provided that the Customer makes timely payments of all fees, charges, and expenses.

## 4 Proposals

4.1 A proposal from the Supplier to the Customer for the provision of services shall be valid for 30 calendar days from the date the proposal was made, unless otherwise specified in writing. After this period, the proposal will automatically expire. The Customer must accept the proposal within the timeframe, unchanged and in writing, to claim any rights from the proposal.

## 5 Obligations

5.1 The Parties must cooperate loyally in the performance of the services.

5.2 The Parties must attend meetings reasonably requested by the other party.

5.3 The Parties should continuously make business and technical decisions essential for the implementation of the agreed services and overall cooperation. Each Party must ensure an appropriate organizational structure, sufficient competencies, and qualifications, including direct access to necessary authorization and decision-making power for effective dialogue and progress.

5.4 The Parties acknowledge that the Services are complex and require considerable cooperation. The Parties agree to address any issues or disagreements regarding the provision or receipt of

the Services or general cooperation in a fair and reasonable manner.

5.5 To ensure progress, quality, and continuity in service execution and to facilitate close daily cooperation between the Parties, substitutions of employees involved in the execution of the services should be minimized whenever possible (see Article 10).

5.6 If the Customer does not cooperate or otherwise fails to fulfill its obligations, causing the Supplier to be unable to meet its obligations and/or incurring damage or additional costs, the Supplier shall have the right to suspend its obligations and commitments. Furthermore, the Supplier shall be entitled to compensation for any damages in accordance with the general terms and conditions of Belgian law. As part of the Supplier's claim for damages, the Supplier may also seek the items specified in Article 15.3, numbers i-iii.

5.7 Any commitment made by the Supplier shall be considered an obligation of means rather than an obligation of result.

## 6 Fees and expenses

6.1 All estimates of working hours or working days provided by the Supplier are not to be considered binding unless explicitly agreed upon in writing. The Supplier's deliverables represent an obligation of means.

6.2 Compensation for services is determined by the actual time spent and materials used. Consulting services are billed in increments of ½ hour. Billing is based on the hourly rate agreed upon at the time the services are provided.

6.3 The Supplier will provide the Services during standard business hours (Monday through Friday from 8:30 a.m. to 5:30 p.m., excluding Sundays and holidays), unless otherwise agreed in writing. If the Services are provided outside of these standard business hours, the Supplier is entitled to charge the standard hourly rate plus an additional 50% for the first 3 hours on business days and thereafter at an additional charge of 100%. On Saturdays, Sundays, and non-working days, a 100% surcharge will be applied starting from the first hour.

6.4 Travel, accommodation, and other expenses related to the provision of services will be invoiced based on the actual costs incurred by the Supplier. For travel outside Belgium, travel time in both directions will be billed at 70% of the hourly rate. Inactive days, including weekends between working days, will also be charged at 70% of the hourly rate, calculated as 8 hours per day.

6.5 Travel expenses within Belgium are billed at a fixed rate of 100 EUR per consultant per day. In instances where the customer does not provide parking facilities, parking fees will be invoiced based on the actual costs incurred.

6.6 Time spent unpacking, setting up, and installing equipment, software, or devices will be charged as consultancy unless otherwise stated by the Supplier.

6.7 The Supplier retains the right to revise the prices agreed upon with the Customer on an annual basis. Any adjustments to the prices will be communicated to the Customer in a timely manner. The Customer expressly agrees to these price adjustments if they comply with the formula:  $F_n = F_o (0.2 + 0.8 (S_n/S_o))$  (where  $F_n$  = new price;  $F_o$  = old price;  $S_n$  = referenced hourly wage cost (national average -

wages and social charges) as last published by Agoria prior to the price adjustment, So = referenced hourly wage cost (national average - wages and social charges) published by Agoria, valid the month prior to the commencement of the Agreement. If the price adjustment exceeds the indexation formula, the Customer may terminate the Agreement by registered letter within one month of the price adjustment announcement. If the Customer does not respond to the price adjustment within the specified one-month period, they are considered to have accepted the new prices.

6.8 Furthermore, the Supplier reserves the right to implement immediate price adjustments during the contract period if it is determined that the costs associated with providing the services have increased. This includes additional subcontractor costs for licenses and other expenses incurred as part of service delivery.

## 7 Change Requests

7.1 Requests for change will be managed according to the procedures outlined in this Article 7. If a Party requests a change, the Supplier will prepare a change request.

7.2 The change request must contain the following elements: (i) a detailed description of the proposed change to the services, including any additional work that may be required; (ii) an assessment of the impact of the change on the services provided; (iii) an estimate of the fee implications associated with implementing the change; (iv) an estimate of the time required for the change; and (v) an evaluation of the impact on the project schedule.

7.3 If Customer accepts a change request, they must notify Supplier within 30 calendar days by signing and returning the proposal. If Supplier receives the signed change request within this timeframe, the modification is accepted by both parties.

7.4 Neither Party is obligated to accept a change request. If the Customer rejects a change proposed by the Supplier in a change request, the Customer acknowledges and accepts that such rejection may adversely affect the Services, including the Customer's ability to use the Services as provided.

7.5 The Supplier reserves the right to charge Customer for the cost of preparing a change request and participating in discussions and negotiations thereon.

7.6 If the Supplier demonstrates that the change request cannot be implemented due to significant technical or functional reasons, the Supplier is not required to fulfill the change request.

## 8 Invoicing and payment terms

8.1 All prices are listed in Euros and do not include VAT or other taxes.

8.2 The Supplier shall invoice the Customer upon the delivery of the Services.

8.3 Consulting services are invoiced monthly in arrears based on the time spent.

8.4 Payment is due 30 calendar days from the invoice date. Late payments will incur an interest charge of 1.75% per month. Reminder fees will be charged for each payment reminder sent. Additionally, the Supplier may suspend and withhold services in the event of late or non-payment.

## 9 Delivery

9.1 The Supplier will provide the services, including partial services, which will be tested and approved by the Customer. The Customer will conduct the test as soon as possible, but no later than 10 working days from the delivery of the services by the Supplier. If this deadline is not met without prior agreement between the Parties, the services will be considered accepted by the Customer and deemed "Ready for Use".

9.2 The Services are considered "Ready for Use" once the Supplier has addressed all significant defects identified by Customer during testing.

9.3 The Supplier will be responsible for the Services until they are "Ready for Use". If the acquisition occurs before the services are "Ready for Use", the risk will transfer to the Customer on the day of acquisition, unless otherwise stated.

9.4 When the Customer starts using any part of the Services, it is considered that the Customer has approved the Services as of the date they commence usage.

## 10 Consultants

10.1 The Supplier has the right, at its sole discretion and at any time in connection with the provision of services, to replace any of its consultants with other qualified consultants. Such replacement of consultants may occur without Customer's consent.

## 11 Subcontractors

11.1 The Supplier shall retain the right to engage subcontractors for the provision of the Services at any time. Subject to the limitations outlined in these General Conditions, the Supplier shall bear full responsibility for the actions of its subcontractors as though it had provided the services directly.

## 12 Intellectual Property Rights

12.1 All intellectual property rights related to the services provided by the Supplier, including but not limited to source code, object code, software, designs, and registered or registrable rights, are owned by the Supplier.

12.2 No provision of this Agreement shall be interpreted as a transfer of intellectual property rights between the Parties.

12.3 The Supplier is authorized to use any general knowledge, including information technology, ideas, concepts, know-how, or techniques acquired in connection with the provision of the Services. Consequently, the Supplier has the right to develop, manufacture, provide, and negotiate identical or similar services with third parties.

## 13 Transfer

13.1 Neither the Supplier nor the Customer is allowed to assign rights and/or obligations to any third party without obtaining prior written consent from the other Party. However, the Supplier is always permitted to transfer rights and/or obligations, either fully or partially, to (i) companies affiliated with the Supplier, (ii) third parties acquiring all or part of the Supplier's assets, and/or (iii) in relation to

a merger, demerger, or full or partial acquisition of the Supplier, without requiring the Customer's consent.

## 14 Delays and defects

14.1 If no specific delivery times are set, all delivery times are indicative, and the Supplier is not responsible for any non-compliance with them.

14.2 Delay occurs when the agreed time for performing the Services is exceeded.

14.3 If the delay or failure is due to circumstances beyond the Supplier's control, the Supplier has the right to request payment based on the time spent at the applicable hourly rate.

14.4 Defects that the Customer identified or could have identified during the test but did not report, will be considered accepted by the Customer and cannot be subsequently used as a claim against the Supplier.

14.5 If the Customer identifies a defect that was not and could not have been detectable during the initial test, they must inform the Supplier within 10 working days following the delivery of the services. Failure to do so will result in the Customer forfeiting the right to claim the defect.

14.6 The Supplier reserves the right, at its sole discretion, to (i) implement corrective measures, (ii) provide a substitute delivery, and/or (iii) grant a proportionate reduction.

14.7 The Supplier is not responsible for the Customer's own software, including third-party software, or other systems provided to the Customer.

## 15 Duration and termination

15.1 Agreements concluded between the Supplier and the Customer will remain effective until termination.

15.2 Agreements between the Supplier and Customer may be terminated by either Party upon 90 days' notice, unless otherwise expressly agreed in writing.

15.3 Upon termination in accordance with this Article, the Customer must pay the Supplier:

(i) for all services performed or products ordered under the agreement until termination occurs (regardless of whether the services have been invoiced at the time of termination),

(ii) for all work performed during the notice period and for funds allocated during the period from the notice of termination until the end of the notice period, and

(iii) for any costs to third parties related to the terminated portion of the agreement or services that the Supplier cannot reasonably avoid, such as costs for licenses of third-party products.

15.4 In the event of full or partial termination of the agreement, the Supplier is required to facilitate the transfer of services to the Customer or a third party designated by the Customer in an appropriate and responsible manner.

15.5 The Supplier will receive separate compensation for its assistance in termination, which will be based on the time spent. If the Supplier has terminated the contract due to a significant breach by the Customer, the Supplier will be entitled to security for the fee or advance payment.

## 16 Limitation of liability

16.1 The Supplier shall not be held liable for any ordinary or minor errors in the performance of this Agreement. In the event of an attributable fault resulting in liability on the part of the Supplier, the Customer's total claim for proportional reduction, compensation, and/or any potential penalty shall be limited to 30% of the amount received by the Supplier in the twelve months preceding the claim.

16.2 The Supplier will be liable solely for the services they provide. They will not be liable for other services or tasks not explicitly outlined in a written agreement between the Supplier and the Customer.

16.3 The Supplier is not liable for services, tasks, or obligations that are provided or performed by the Customer, other contracting parties of the Customer, and/or third parties.

16.4 A Party's liability excludes indirect losses and consequential damages. Additionally, a Party is not liable for the following types of losses, regardless of whether they are direct or indirect: (i) Customer's loss of revenues and savings, (ii) loss of goodwill, and (iii) operational losses.

16.5 The Supplier shall reimburse the Customer for reasonable costs incurred in the restoration or reconstruction of data that has been lost or damaged due to circumstances attributable to the Supplier. This obligation, however, does not apply if the Customer has waived the backup of such data.

16.6 If the Supplier's services involve hiring consultants, providing resources, or similar activities, the Supplier is only required to ensure the consultant has the agreed-upon general qualifications. The Supplier is not responsible for

achieving a specific outcome and is not liable for the actions or omissions of the consultant. Consequently, the Supplier is not accountable for any defects or consequential damages resulting from the consultant's work affecting the Customer or third parties.

16.6 Regarding the Supplier's support to the Customer in managing or assuming agreements with third parties, including licensing agreements, the Supplier does not assume any responsibility for this matter.

16.7 The rules outlined in the Product Liability Act will be applicable for product liability. Unless required by mandatory regulations, the Supplier's liability is limited to what is stated in these terms and conditions.

16.8 The parties agree that recovering damages due to the non-performance of a contractual obligation by an agent of NORRIQ shall, within legal limits, only be grounds for a contractual or extra-contractual liability claim against NORRIQ and not against the agent, even if the event causing the damages also constitutes a wrongful act. For clarity, NORRIQ is liable for its auxiliary persons within the limits of this Article 16. Auxiliary person here refers to all individuals engaged by NORRIQ in the execution of this Agreement. This includes, but is not limited to, employees, directors, subcontractors, agents, representatives, affiliated companies, and any other third parties engaged by NORRIQ to perform the agreed-upon services or tasks.

## 17 Insurance

17.1 The Supplier shall maintain general liability insurance with reasonable and customary coverage appropriate for the Supplier's business in relation to the Services. This includes product liability coverage, as may be applicable under the general principles of Belgian law.

## 18 Changes

18.1 The Supplier may amend these terms and conditions at any time. If the amendments consist of changes that are onerous for the Customer, a 30-day notice period must be provided.

18.2 The terms and conditions, as well as any updates to them, are available here at any time: NORRIQ Terms and Conditions.

## 19 Force majeure and imprevision

19.1 The Supplier shall not be held liable for delays or non-performance of obligations (excluding payment of fees) caused by force majeure events or imprevision. These include, but are not limited to, war, disturbances, riots, general strikes, fire, natural disasters, foreign exchange restrictions, import or export bans, interruptions in normal traffic and communications, power supply disruptions or failures, subcontractor supply issues, prolonged illness of key consultants, extensive computer virus outbreaks, epidemics or pandemics, production interruptions, governmental measures, or subcontractor force majeure events.

19.2 In the event of force majeure or imprevision, the Supplier shall notify the Customer of the situation as soon as possible. If the force majeure or

imprevision have lasted longer than 60 calendar days, the Supplier may choose to terminate the agreement related to the situation with immediate effect.

19.3 Force majeure or imprevision cannot be invoked by the Customer if the Supplier is able to provide the Service online (Remote Access).

## 20 Processing of personal data

20.1 To the extent that the Supplier assumes the role of the data processor under the agreement, the Customer is the data controller for the personal data processed in Customer's IT systems, while the Supplier is the data processor for the Customer and thus subject to the Customer's authority to instruct.

20.2 The Supplier's processing of personal data and the mutual relationship between the Parties regarding this matter will be governed by a separate data processing agreement.

## 21 Confidentiality

21.1 The parties, their employees, and the Supplier's subcontractors are required to maintain confidentiality regarding information about each other's relationships or those of others, which they become aware of while performing the agreement and which is not public knowledge ("Confidential Information").

21.2 Neither Party may use or share this information except as needed to fulfill the Agreement and in compliance with this provision.

21.3 The Supplier may share confidential information with subcontractors as needed to provide the Services. The Supplier must ensure

subcontractors uphold the same confidentiality obligations as outlined in this Agreement.

21.4 The Customer may disclose confidential information to consultants, other suppliers, and individuals assisting the Customer, provided such parties are bound by a corresponding written confidentiality obligation as stipulated in this Agreement. This provision also applies to the Customer's communication with potential new suppliers in relation to the termination of this Agreement. However, the right of disclosure does not extend to trade secrets.

21.5 The Parties may disclose confidential information to the extent required by law, court orders or orders of governmental or administrative authorities.

21.6 During the term of the Agreement and for a period of 1 year after its termination, the Customer will not directly or indirectly hire or entrust (in the broadest possible sense) an employee, director, manager, associate or consultant of the Supplier. Any breach hereof will entitle the Supplier to a liquidated damages from the Customer equal to 100% of the (gross) annual remuneration of the person concerned.

## 22 Use of references

22.1 If the Supplier provides services to the Customer under an agreement, the Supplier may use the Customer's name and logo for references, on its website, and in marketing materials. The Customer must be involved and approve any reference story.

## 23 Breach

23.1 Default of the Customer shall refer to any instance where the Customer does not fulfill the terms of the agreement as specified. This includes not making payments on time, not assisting the Supplier as agreed, or otherwise not meeting the obligations outlined in the agreement. The default must not be remedied within 14 days after the Supplier has sent a written notice of default to the Customer, detailing the nature of the default.

23.2 If a breach occurs, either Party may terminate this agreement in whole or in part.

23.3 Unless otherwise stipulated in the Agreement, the general principles of Belgian law concerning damages shall apply. The Supplier is entitled to seek compensation for the internal time spent due to the Customer's breach, calculated based on the Supplier's quoted hourly rates and for the matters specified in Article 15.3, numbers i-iii.

## 24 Divisibility

24.1 The invalidity or unenforceability of any provision within these general terms and conditions shall not affect the validity or enforceability of the remaining provisions. The parties agree that any such invalid or unenforceable provision shall be automatically replaced by a valid and enforceable provision, as permitted under applicable law.

## 25 Applicable law and disputes

25.1 These general terms and conditions are subject to Belgian law.

25.2 In case of disputes relating to this Agreement and/or general terms and conditions and the

performance thereof, the Parties shall make efforts to reach a reasonable amicable settlement. If no amicable settlement can be reached despite these efforts, any dispute arising from this Agreement and

its general terms and conditions shall fall within the exclusive jurisdiction of the courts and tribunals of the district of Antwerp, Hasselt Division.