

General Terms & Conditions NORRIQ Belgium

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1 Scope

1.1 These General Terms and Conditions ("General Terms") form an essential part of the contractual framework between the Supplier and the Customer and shall apply to all agreements executed by the Parties, regardless of their nature.

2 Definitions

2.1 The following definitions apply to these General Terms and to any other agreement between the Parties in which these General Terms are directly or indirectly incorporated or referenced:

"Customer" refers to any legal or natural person that has entered into an agreement with the Supplier for the provision of Services by the Supplier, regardless of the legal basis on which such agreement has been concluded.

"Supplier" refers to NORRIQ Belgium NV.

"General Terms" refers to these General Terms and Conditions, which apply to all Services provided by the Supplier, regardless of the agreed basis for such provision. The Supplier reserves the right to update and amend these General Terms at any time in accordance with Article 18.

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

"Parties" refers to both the Supplier and the Customer.

"Services" refers to all services provided by the Supplier to the Customer or agreed to be provided by the Supplier, including but not limited to

hardware, software, consultancy, maintenance, support, and other related services.

3 Services

3.1 The Supplier shall provide the Services to the Customer in accordance with these General Terms and in line with good IT practices, provided that the Customer pays all fees, charges, and expenses in a timely manner.

4 Proposals

4.1 A proposal made by the Supplier to the Customer for the provision of Services shall remain valid for a period of thirty (30) calendar days from the date of the proposal, unless otherwise stated in writing. After this period, the proposal shall automatically expire. In order to invoke any rights under the proposal, the Customer must accept the proposal in writing, without modification, within the validity period.

5 Obligations

5.1 The Parties shall cooperate in good faith in the performance of the Services.

5.2 The Parties shall participate in meetings reasonably requested by the other Party.

5.3 The Parties shall continuously make business and technical decisions that are essential for the execution of the agreed Services and the overall cooperation. Each Party shall ensure an appropriate organizational structure, sufficient competencies and qualifications, including direct access to the

necessary authorizations and decision-making authority to enable effective dialogue and progress.

5.4 The Parties acknowledge that the Services are complex and require substantial cooperation. The Parties agree to resolve any issues or disputes relating to the provision or receipt of the Services, or the overall cooperation, in a fair and reasonable manner.

5.5 To ensure the progress, quality, and continuity of the Services and to facilitate close daily cooperation between the Parties, the replacement of personnel involved in the performance of the Services shall be kept to a minimum wherever possible (see Article 10).

5.6 If the Customer fails to cooperate or otherwise does not fulfill its obligations, resulting in the Supplier being unable to fulfill its own obligations and/or suffering damage or incurring additional costs, the Supplier shall have the right to suspend its obligations and commitments. In addition, the Supplier shall be entitled to compensation for any damages in accordance with the general principles of Belgian law. As part of the Supplier's claim for damages, the Supplier may also claim the items listed in Article 15.3.

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 shall not be considered binding, unless expressly agreed

otherwise in writing. The Supplier's performance constitutes an obligation of best efforts.

6.2 The remuneration for Services shall be determined based on the actual time spent and materials used. Consulting services shall be invoiced per commenced ½ hour. Invoicing shall be based on the hourly rate agreed upon at the time the Services are delivered.

6.3 The Supplier shall provide the Services during standard office hours (Monday through Friday from 8:30 a.m. to 5:30 p.m., excluding Sundays and public holidays), unless otherwise agreed in writing. If the Services are provided outside these standard office hours, the Supplier shall be entitled to charge the standard hourly rate plus a surcharge of 50% for the first three hours on weekdays, and thereafter a surcharge of 100%. On Saturdays, Sundays, and public holidays, a surcharge of 100% shall apply from the first hour onward.

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

6.5 Travel expenses within Belgium shall be invoiced at a fixed rate of EUR 100 per consultant per day. If the Customer does not provide parking facilities, parking costs shall be invoiced based on the actual expenses incurred.

6.6 Time spent on unpacking, configuring, and installing equipment, software, or devices shall be charged as consultancy, unless otherwise specified by the Supplier.

6.7 The Supplier reserves the right to revise the prices agreed with the Customer on an annual basis. Any price adjustments shall be communicated to the Customer in a timely manner. The Customer expressly agrees to such price adjustments if they comply with the following 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, S_o = 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 result of the indexation formula, the Customer may terminate the agreement by registered letter within one (1) month following the announcement of the price adjustment. If the Customer does not respond to the price adjustment within the stated one-month period, the Customer shall be deemed to have accepted the new prices.

6.8 The Supplier reserves the right to implement immediate price adjustments during the contract period if it is determined that the costs associated with the provision of the Services have increased. This includes, but is not limited to, additional costs charged by third-party suppliers for licenses and other expenses incurred as part of the Service delivery.

7 Change Requests

7.1 Requests for change shall be handled in accordance with the procedure described in this Article 7. If either Party requests a change, the Supplier shall prepare a "change request".

7.2 The change request shall include the following elements: (i) a detailed description of the proposed change to the Services, including any additional work required; (ii) an assessment of the impact of the change on the Services provided; (iii) an estimate of the implications for the fees in connection with the implementation of the change; (iv) an estimate of the time required to implement the change; and (v) an evaluation of the impact on the project schedule.

7.3 If the Customer accepts a change request, the Customer must notify the Supplier within thirty (30) calendar days by returning a signed copy of the proposal. If the Supplier receives the signed change request within this period, the change shall be deemed accepted by both Parties.

7.4 Neither Party shall be 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 have adverse effects on the Services, including the Customer's ability to use the Services as intended.

7.5 The Supplier reserves the right to charge the Customer for the preparation of a change request and for participation in discussions and negotiations regarding such request.

7.6 If the Supplier demonstrates that the change request cannot be implemented due to significant technical or functional reasons, the Supplier shall not be obliged to carry out the requested change.

8 Invoicing and Payment Terms

8.1 All prices are stated in Euros and are exclusive of VAT or any other applicable taxes.

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

8.3 Consultancy services shall be invoiced monthly in arrears based on the time spent.

8.4 Payment is due within thirty (30) calendar days from the invoice date. In the event of late payment, interest of 1.75% per month shall be charged. Reminder fees will be applied for each payment reminder issued. Furthermore, the Supplier may suspend or withhold Services in the event of late or non-payment.

9 Delivery

9.1 The Supplier shall deliver the Services, including partial Services, which shall be tested and approved by the Customer. The Customer shall carry out the testing as soon as possible, and in any case no later than ten (10) working days after delivery of the Services by the Supplier. If this period is exceeded without prior agreement between the Parties, the Services shall be deemed accepted by the Customer and considered "Ready for Use".

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

9.3 The Supplier shall remain responsible for the Services until they are deemed "Ready for Use". If acceptance occurs before the Services are "Ready for Use", the risk shall transfer to the Customer on the date of acceptance, unless expressly agreed otherwise.

9.4 If the Customer puts any part of the Services into operational use, the Services shall be deemed accepted by the Customer as of the date of such use.

10 Consultants

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

11 Subcontractors

11.1 The Supplier reserves the right to engage subcontractors at any time for the provision of the Services. Subject to the limitations set forth in these General Terms, the Supplier shall bear full responsibility for the acts and omissions of its subcontractors as if the Services had been provided directly by the Supplier.

12 Intellectual Property Rights

12.1 All intellectual property rights relating to the Services provided by the Supplier, including but not limited to source code, object code, software, designs, and any registered or registrable rights, shall remain the sole property of the Supplier.

12.2 Nothing in this Agreement shall be construed as a transfer of intellectual property rights between the Parties.

12.3 The Supplier shall have the right to use all general knowledge, including information technology, ideas, concepts, know-how, or techniques acquired in connection with the provision of the Services. Consequently, the Supplier shall be entitled to develop, produce, deliver, and negotiate identical or similar Services with third parties.

13 Transfer

13.1 Neither Party may assign or transfer any rights and/or obligations under this Agreement to any third party without the prior written consent of the other Party. However, the Supplier shall at all times be entitled to assign or transfer its rights and/or obligations, in whole or in part, to (i) any affiliate of the Supplier, (ii) any third party acquiring all or substantially all of the assets of the Supplier, and/or (iii) in connection with a merger, demerger, or a full or partial acquisition of the Supplier, without requiring the Customer's consent.

14 Delays and Defects

14.1 Unless specific delivery deadlines have been agreed upon, all delivery times are indicative, and the Supplier shall not be held liable for any failure to meet them.

14.2 A delay occurs when the agreed timeframe for performing the Services is exceeded.

14.3 If the delay or failure is due to circumstances beyond the Supplier's control, the Supplier shall

have the right to invoice based on the time spent at the applicable hourly rate.

14.4 Defects identified or that could have been identified by the Customer during testing but not reported shall be deemed accepted by the Customer and may not subsequently be used as a claim against the Supplier.

14.5 If the Customer discovers a defect that was not and could not have been detected during the initial testing, it must notify the Supplier within ten (10) working days after delivery of the Services. Failure to do so shall result in the Customer losing the right to claim such defect.

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

14.7 The Supplier shall not be responsible for the Customer's own software, including third-party software, or other systems made available to the Customer.

15 Duration and Termination

15.1 Agreements between the Supplier and the Customer shall remain in effect until terminated.

15.2 Agreements between the Supplier and the Customer may be terminated by either Party with a notice period of ninety (90) days, unless otherwise agreed in writing.

15.3 Upon termination in accordance with this article, the Customer shall pay the Supplier:

(i) for all Services performed or products ordered under the agreement up to the date of termination

(regardless of whether such Services have been invoiced at the time of termination);

(ii) for all work performed during the notice period and for resources allocated from the date of termination until the end of the notice period; and

(iii) for all third-party costs related to the terminated part of the agreement or Services that the Supplier reasonably cannot avoid, such as costs for third-party product licenses.

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

15.5 The Supplier shall receive a separate fee for its cooperation with the termination, based on the time spent. If the Supplier has terminated the agreement due to a attributable breach by the Customer, the Supplier shall be entitled to security for payment or advance payment.

16 Limitation of Liability

16.1 The Supplier shall not be liable for minor or ordinary errors in the performance of this agreement. In case of a attributable failure leading to the Supplier's liability, the Customer's total claim for proportional reduction, damages, and/or any penalty shall be limited to 30% of the amount the Supplier has received in the twelve (12) months prior to the claim.

16.2 The Supplier is only liable for its own Services and not for other services, including tasks or obligations not expressly described in writing in an agreement between the Supplier and the Customer.

16.3 The Supplier shall not be liable for services, tasks, or obligations performed or delivered by the Customer, other contracting parties of the Customer, and/or third parties.

16.4 Liability of a Party does not include indirect losses and consequential damages. This includes, regardless of whether direct or indirect, (i) loss of revenue and savings of the Customer, (ii) loss of goodwill, and (iii) operational damage.

16.5 The Supplier shall compensate the Customer for reasonable costs incurred to restore or reconstruct data lost or damaged due to circumstances attributable to the Supplier. This obligation does not apply if the Customer has neglected to make backups of such data.

16.6 If the Supplier's Services include, in whole or in part, the engagement of consultants (body shopping etc.), the Supplier is not obliged to achieve a specific result but must ensure the consultant has the agreed general qualifications. The Supplier is not responsible for the actions or omissions of the consultant and is therefore not liable for any defects or consequential damages arising from the consultant's work affecting the Customer or third parties.

16.7 Regarding support provided by the Supplier to the Customer in managing or taking over agreements with third parties, including license agreements, the Supplier assumes no responsibility.

16.8 The provisions of the Product Liability Act remain fully applicable. The Supplier's liability is limited as stated in these General Terms unless mandatory legal provisions dictate otherwise.

16.9 The Parties agree that any recovery for damages caused by the non-performance of a contractual obligation by an agent of the Supplier shall, within the limits of the law, exclusively constitute grounds for a contractual or non-contractual claim against the Supplier and shall not constitute grounds for a non-contractual claim against the agent. This also applies where the event causing the damage constitutes a tort. The Supplier shall only be liable for the acts of its agents within the limits set forth in this article 16. For the purposes of this provision, "agent" refers to all persons engaged by the Supplier in the performance of the Agreement, including but not limited to employees, directors, subcontractors, representatives, agents, affiliated companies, and any other third parties engaged by the Supplier to perform the agreed Services or work.

17 Insurance

17.1 The Supplier shall maintain a general liability insurance policy with reasonable and customary coverage appropriate to the Supplier's industry in relation to the Services provided, including product liability as stipulated under the general provisions of Belgian law.

18 Amendments

18.1 The Supplier may amend these General Terms at any time. If the amendments are to the detriment of the Customer, the Customer shall be notified at least thirty (30) days in advance.

18.2 The General Terms and any amendments thereto can be accessed at any time here: [NORRIQ Terms and Conditions](#).

19 Force Majeure and Hardship

19.1 The Supplier shall not be held liable for any delay or failure to perform obligations (except payment of fees) caused by force majeure and/or hardship, including but not limited to war, civil unrest, riots, general strikes, fire, natural disasters, currency restrictions, import or export bans, disruption of normal traffic and communications, interruption or failure of energy supply, supply problems with subcontractors, prolonged illness of key consultants, widespread computer virus, epidemic or pandemic, production stoppages, government measures, or cases of force majeure with subcontractors.

19.2 In the event of force majeure or hardship, the Supplier shall notify the Customer as soon as possible of the force majeure or hardship situation. If the force majeure or hardship situation continues for more than sixty (60) calendar days, the Supplier may choose to terminate the agreement related to the force majeure or hardship with immediate effect.

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

20 Processing of Personal Data

20.1 To the extent that the Supplier acts as a data processor under the agreement, the Customer shall be the data controller of the personal data processed within the Customer's IT systems, while

the Supplier acts as a data processor on behalf of the Customer and is therefore subject to the Customer's instructions.

20.2 The terms governing the processing of personal data by the Supplier and the mutual relationship between the Parties in this regard shall be further regulated in a separate data processing agreement.

21 Confidentiality

21.1 The Parties, their employees, and the Supplier's subcontractors shall handle confidential information concerning each other's or third parties' relationships, which they obtain during the performance of the agreement and which is not publicly known or becomes publicly known ("Confidential Information"), with confidentiality.

21.2 Neither Party may use or disclose such information except within the scope of performing the agreement and in accordance with this provision.

21.3 The Supplier may share Confidential Information with its subcontractors to the extent necessary to enable them to assist the Supplier in delivering the Services. The Supplier shall impose a written confidentiality obligation on its subcontractors equivalent to the confidentiality obligations binding the Supplier under this agreement.

21.4 The Customer may share Confidential Information with consultants, other suppliers, and others supporting the Customer, provided these parties are bound by a written confidentiality obligation as required by this agreement. This also

applies to the Customer's discussions with potential new suppliers in connection with the termination of the agreement. However, the right to disclosure does not apply to trade secrets.

21.5 The Parties may disclose Confidential Information to the extent required by law, judicial rulings, or orders from governmental or regulatory authorities.

22 Non-Solicitation

22.1 During the term of the agreement and for a period of one (1) year following its termination, the Customer shall refrain from directly or indirectly employing, hiring, or engaging any employee, manager, staff member, or consultant of the Supplier, or entrusting assignments to such persons in the broadest sense. In case of violation of this provision, the Customer shall owe the Supplier a fixed compensation amounting to 100% of the (gross) annual remuneration of the person concerned.

23 Use of References

23.1 In agreements where the Supplier provides Services to the Customer, the Supplier is permitted to use the Customer's name and logo for references, on its website, and in marketing materials. For a reference case study, the involvement and approval of the Customer are required.

24 Breach

24.1 A default by the Customer is understood to mean that the Customer fails to contribute to the fulfillment of the Agreement as agreed, either

because the Customer does not pay at the agreed time, or because the Customer does not assist the Supplier in the agreed manner or otherwise fails to comply with its obligations under the Agreement, and that such default has not been remedied within fourteen (14) days after the Supplier has sent a written notice of default to the Customer specifying the default.

24.2 In case of breach, the Parties may terminate the Agreement in whole or in part.

24.3 Unless otherwise specified in the Agreement, the general rules of Belgian law regarding damages shall apply. The Supplier has the right to claim compensation for internal time spent directly caused by the Customer's breach, calculated based on the hourly rates specified by the Supplier, and for the matters listed in Article 15.3.

25 Divisibility

25.1 The invalidity or unenforceability of one or more provisions of these General Terms shall not affect the validity or enforceability of the remaining provisions. The Parties agree that any invalid or unenforceable provisions shall automatically and by operation of law be replaced by new provisions that are permissible under the applicable law.

26 Applicable Law and Disputes

26.1 These General Terms are governed by Belgian law.

26.2 In the event of any disputes relating to this agreement and/or these General Terms and their performance, the Parties shall make a genuine effort to reach an amicable settlement. If, despite such efforts, no amicable settlement can be reached, any dispute arising from or in connection with this agreement and its General Terms shall fall under the exclusive jurisdiction of the courts and tribunals of the judicial district of Antwerp, division Hasselt.