YONTRACK – GENERAL TERMS AND CONDITIONS

Version of November 2026

These general terms and conditions (the **"General Terms"**) are those of Nemerosa, a private limited liability company (SRL / BV) under Belgian law, having its registered office at Stijn Streuvelslaan 11, 1560 Hoeilaart, Belgium, registered with the Crossroads Bank for Enterprises under number 0544.915.217 (**"Yontrack"**), which develops and distributes the Yontrack software.

1. DEFINITIONS

1.1. Capitalised terms used in the Agreement have the following meaning:

- **"Affiliate"**: any entity that controls, is controlled by or is under common control with a Party, within the meaning of Article 1:14 of the Belgian Code of Companies and Associations.
- **"Agreement"**: the Order Form accepted by Customer, these General Terms and, as the case may be, the Licence Terms and the Consultancy Conditions, including their schedules and amendments.
- **"Business Day"**: any day other than a Saturday, a Sunday or a public holiday in Belgium.
- **"Commercial Version"**: any version of the Yontrack software released by Yontrack under the Licence Terms, starting with version 6.0.5.
- **"Consultancy Conditions"**: Yontrack's particular conditions for Consultancy Services.
- **"Consultancy Services"**: the installation, configuration, integration, training, advisory and other professional services relating to the Software described in an Order Form.
- **"Customer"**: any person acting for professional purposes who orders licences of the Software or services from Yontrack, for its own use or, in the case of a Reseller, for resale to End Users.
- **"Documentation"**: the user and technical documentation of the Software made available by Yontrack, as updated from time to time.
- **"End User"**: a person that acquires a licence of the Software through a Reseller, for its own use.
- **"Fees"**: the amounts payable for the licence of the Software and the services, as set out in the Order Form.
- **"Licence Metrics"**: the scope of the licence set out in the Order Form, such as the number of users, projects, instances or modules.
- **"Licence Terms"**: Yontrack's licence terms for the Software.
- **"Order Form"**: the quotation, order form or proposal issued by Yontrack and accepted by Customer, describing the licence, the services, the Fees and any particular conditions.
- **"Party"**: Yontrack or Customer, together the **"Parties"**.
- **"Reseller"**: a Customer authorised by Yontrack to resell licences of the Software and, as the case may be, Consultancy Services to End Users.
- **"Software"**: the Commercial Versions, in object code form and, where the Order Form so provides, in source code form, together with the Documentation and the Updates provided under the Agreement.
- **"Subscription Term"**: the period for which the licence is granted, as set out in the Licence Terms.

- **"Support Services"**: the support services described in the Licence Terms.
- **"Update"**: any patch, correction, minor or major release of the Software that Yontrack makes generally available to its customers.

2. SCOPE AND CONCLUSION OF THE AGREEMENT

2.1. These General Terms apply to all orders of licences of the Software, Support Services and Consultancy Services placed with Yontrack, whether by a Customer for its own use or by a Reseller. They are supplemented by the Licence Terms, which govern the use of the Software in all cases, including by End Users, and by the Consultancy Conditions, which apply where the Order Form includes Consultancy Services.

2.2. The Agreement is concluded when Customer accepts the Order Form, by signature, including electronic signature, by email or by issuing a purchase order referring to the Order Form. Unless otherwise stated, the Order Form is valid for thirty (30) days from its issue.

2.3. These General Terms, the Licence Terms and the Consultancy Conditions are attached to the Order Form or made accessible through a link in it, so that Customer can review them before accepting the Order Form. They prevail over Customer's general terms or purchasing conditions, even if referred to in a purchase order, unless Yontrack expressly agrees otherwise in writing.

2.4. In case of conflict, the following order of precedence applies: (i) the particular conditions of the Order Form; (ii) the Licence Terms and the Consultancy Conditions, for their respective subject matter; (iii) these General Terms; (iv) the other schedules to the Order Form.

2.5. Yontrack may amend these General Terms, the Licence Terms and the Consultancy Conditions. The version applicable to an Agreement is the version accepted by Customer at its conclusion. A new version applies from the next renewal of the Subscription Term if Yontrack has notified it to Customer at least three (3) months before the end of the current Subscription Term. Customer may then object to the renewal in accordance with the Licence Terms.

2.6. Where Customer acts as a Reseller: (i) it acquires no right to use the Software for its own purposes, unless the Order Form provides otherwise; (ii) it makes the Licence Terms available to each End User before its order and ensures that the End User accepts them before using the Software, and makes no commitment on behalf of Yontrack nor any warranty going beyond the Licence Terms; (iii) it pays the Fees to Yontrack whether or not it has been paid by the End User; (iv) it informs Yontrack without delay of any vulnerability of the Software of which it becomes aware, and passes on to End Users the security information provided by Yontrack; and (v) it indemnifies Yontrack against any claim of an End User resulting from a breach of this Article. Yontrack's remedies against the Reseller, including the suspension provided for in Article 3.7, do not affect the rights of End Users under the Licence Terms.

3. FEES, INVOICING AND PAYMENT

3.1. The Fees are set out in the Order Form and are exclusive of VAT and any other taxes. Unless the Order Form provides otherwise, the licence Fees, which include the Support Services, are invoiced annually in advance at the start of each year of the Subscription Term. Consultancy Services are invoiced in accordance with the Consultancy Conditions.

3.2. On each renewal of the Subscription Term, Yontrack may index the Fees according to the following formula: $Fn = Fo \times (0.2 + 0.8 \times Sn/So)$, where Fn is the indexed amount of the Fees; Fo is the amount of the Fees at the conclusion of the Agreement; Sn is the reference labour cost index published by Agoria (Agoria Digital index) last published before the indexation; and So is the same index for the month preceding the conclusion of the Agreement. Where the Fees have been increased in accordance with Article 3.3, Fo and So refer to the amount of the Fees and to the index on the date of that increase. The Fees remain unchanged during a Subscription Term, except where the use of the Software changes in accordance with the Licence Terms.

3.3. Yontrack may also, acting reasonably, increase the Fees once a year with effect on the renewal of the Subscription Term, by notifying Customer in writing at least thirty (30) days before the increase takes effect. If Customer does not accept the increase, it may terminate the Agreement

with effect on that date, by written notice sent within fifteen (15) days of receipt of the notification. Failing that, Customer is deemed to have accepted the increase.

3.4. Unless otherwise stated in the Order Form, invoices are issued through the PEPPOL network or, where Customer cannot receive them through that network, by email, and are payable within thirty (30) days of their issue.

3.5. Any dispute of an invoice must be notified in writing, with reasons, within fifteen (15) days of its issue. Disputing part of an invoice does not suspend payment of the balance.

3.6. Any late payment automatically bears, without prior notice, late payment interest at the rate provided for by the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, together with the fixed compensation for recovery costs of 40 EUR provided for by that Act, without prejudice to compensation for the damage actually suffered.

3.7. If an amount due and not disputed in good faith remains unpaid fifteen (15) days after a formal notice, Yontrack may suspend the Support Services, access to Updates, except the Security Updates provided in the Licence Terms, and the Consultancy Services until full payment, without incurring any liability.

4. CONFIDENTIALITY

4.1. **"Confidential Information"** means any information, in any form, disclosed by a Party to the other Party or to which the other Party has access in connection with the Agreement or the discussions preceding it, including the source code of the Software, its architecture and Documentation, the systems and data of Customer, technical, commercial, pricing and financial information, and the content of the Order Form.

4.2. Each Party shall not disclose to third parties, nor use for purposes other than the performance of the Agreement, the Confidential Information of the other Party, during the Agreement and for five (5) years after its end. These obligations also remain in force for as long as the Confidential Information qualifies as a trade secret within the meaning of Article I.17/1, 1°, of the Belgian Code of Economic Law. The Parties acknowledge that the source code of the Software constitutes such a trade secret. A Party cannot rely on the loss of that status where it results from its own breach of this Article.

4.3. Article 4.2 does not apply to information that has fallen into the public domain without fault of the receiving Party, that it already lawfully held, that it developed independently without using the Confidential Information of the other Party, that it lawfully received from a third party not bound by confidentiality, or whose disclosure is required by law or by a competent authority, in which case the Party concerned informs the other Party beforehand, to the extent permitted by law.

4.4. Each Party may disclose the Confidential Information to its directors, employees, contractors and professional advisers, only to the extent necessary for the performance of the Agreement and provided they are bound by equivalent confidentiality obligations. It remains liable towards the other Party for their compliance with these obligations.

4.5. At the end of the Agreement, each Party returns or destroys, at the choice of the other Party and on its written request, the Confidential Information in its possession. It may however keep the copies required by law or necessary to evidence the performance of the Agreement and to exercise its rights. This paragraph applies without prejudice to the Licence Terms.

5. PERSONAL DATA

5.1. The Software is installed and operated in Customer's environment. Customer acts as controller, within the meaning of Regulation (EU) 2016/679 (**"GDPR"**), for the personal data it processes with the Software, and alone determines the purposes and means of that processing. The Software does not transmit any personal data to Yontrack.

5.2. Where Yontrack processes personal data on behalf of Customer when performing Support Services or Consultancy Services, through access that is not purely incidental, Yontrack acts as

processor within the meaning of Article 4(8) GDPR. The Parties then conclude a data processing agreement as required by Article 28 GDPR.

5.3. Each Party processes the contact details of the other Party's representatives as controller, for the management of the contractual relationship and in accordance with its privacy policy.

6. LIABILITY

6.1. Yontrack is liable only for the direct damage caused to Customer by a breach of the Agreement. Its total liability under the Agreement, for all causes combined, is limited to the total amount excluding VAT paid by Customer under the Agreement during the twelve (12) months preceding the event giving rise to the damage. For breaches of its confidentiality obligations and for its obligations regarding third-party intellectual property claims under the Licence Terms, this limit is twice (2x) that amount. Yontrack is not liable for indirect damage, including loss of turnover or profit, loss of opportunity, loss of anticipated savings, damage to reputation and loss or corruption of data.

6.2. These limitations do not apply in case of wilful misconduct (dol) of Yontrack or its agents, in case of death or personal injury, or where the law prohibits such limitation.

6.3. Any claim of Customer against Yontrack under the Agreement must, on pain of forfeiture, be notified in writing to Yontrack within twelve (12) months of the discovery of the event giving rise to it.

7. TERMINATION

7.1. Each Party may terminate the Agreement with immediate effect, by written notice stating the reasons, in case of serious breach by the other Party that remains unremedied fifteen (15) days after a written notice or, where the breach cannot be remedied, upon notification. Serious breaches include:

- by way of derogation from the period above, the persistent non-payment of any amount due, after a formal notice that has remained without effect for thirty (30) days;
- a serious breach of the confidentiality obligations (Article 4);
- use of the Software outside the scope of the licence or in breach of the restrictions set out in the Licence Terms or, for a Reseller, a breach of Article 2.6.

7.2. Where the breach concerns only part of the Agreement, such as an order of Consultancy Services, the termination may be limited to that part.

7.3. If Customer terminates the Agreement for serious breach by Yontrack, Yontrack refunds the licence Fees paid for the part of the Subscription Term following the termination. In all other cases, the Fees paid remain acquired by Yontrack and the Fees due remain payable.

7.4. Articles 4, 5, 6, 7.3, 8 and 9, as well as the provisions of the Licence Terms and of the Consultancy Conditions which by their nature are intended to survive, survive the end of the Agreement for the period specific to them.

8. GENERAL PROVISIONS

Subcontracting

8.1. Yontrack may use employees, contractors and subcontractors to perform the Agreement. It remains solely liable towards Customer for their performance.

Force majeure

8.2. Neither Party is liable for a failure to perform its obligations resulting from force majeure within the meaning of Article 5.226 of the Belgian Civil Code. The affected Party informs the other Party in writing as soon as possible and uses its best efforts to limit the effects. The performance of the affected obligations is suspended for the duration of the impediment. If it lasts more than sixty

(60) days, each Party may terminate the Agreement by written notice, without compensation. Force majeure does not release Customer from paying amounts already due.

Assignment

8.3. Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other Party, which may not be refused without reasonable grounds. However, each Party may assign the Agreement, after informing the other Party, to an entity that controls it, that it controls or that is under common control, or in the context of a merger, demerger or transfer of all or part of its business, provided that the assignee offers at least equivalent financial guarantees and takes over all the obligations of the assignor, which remains jointly liable for their performance.

References

8.4. Yontrack may mention Customer's name and logo in its list of customer references, unless Customer objects in writing.

Entire agreement

8.5. The Agreement constitutes the entire agreement between the Parties on its subject matter and supersedes any prior agreement, written or oral, on the same subject matter.

Amendment

8.6. Without prejudice to Article 2.5, any amendment to the Agreement must be made in writing and accepted by both Parties.

Severability

8.7. If a provision of the Agreement is held void or unenforceable by a competent court, the other provisions remain in full force, unless they are inseparably linked to the void or unenforceable provision. The Parties then endeavour in good faith to replace that provision with a valid provision as close as possible to their original intention.

No waiver

8.8. A Party's failure to exercise a right under the Agreement does not constitute a waiver of that right.

Electronic signature

8.9. Any advanced or qualified electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS) has the same value as a handwritten signature.

Notices

8.10. Any notice under the Agreement is validly given by email to the addresses indicated in the Order Form, or by registered letter to the registered office of the Party concerned, or to any other address subsequently notified to the other Party. A notice by email is deemed received on the first Business Day following its sending, and a notice by registered letter on the third Business Day following its posting.

9. GOVERNING LAW AND JURISDICTION

9.1. The Agreement is governed by Belgian law, excluding any Belgian conflict-of-law rules that would lead to the application of another national legal system. Any dispute relating to its validity, interpretation or performance falls within the exclusive jurisdiction of the courts of Brussels.