YONTRACK – LICENCE TERMS

Version of November 2026

These licence terms (the **"Licence Terms"**) apply to the licences of the Yontrack software granted by 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"**). Customer accepts them by accepting the Order Form, by accepting them when installing or activating the Software or by using the Software after having had the opportunity to review them, whether it acquires the licence directly from Yontrack or through a Reseller.

Capitalised terms used in these Licence Terms 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": these Licence Terms and the Order Forms and, where Customer orders directly from Yontrack, the General Terms and, as the case may be, 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 these 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 acquires a licence of the Software, directly from Yontrack or through a Reseller, or orders services from Yontrack.

"Documentation": the user and technical documentation of the Software made available by Yontrack, as updated from time to time.

"Fees": the amounts payable for the licence of the Software and the services, as set out in the Order Form or, in case of purchase through a Reseller, as agreed with the Reseller.

"General Terms": Yontrack's general terms and conditions, which apply where Customer orders directly from Yontrack.

"Licence Metrics": the scope of the licence set out in the Order Form, such as the number of users, projects, instances or modules.

"Order Form": the order form or licence confirmation issued by Yontrack and accepted by Customer, describing the licence and, as the case may be, the services, the Fees and any particular conditions.

"Party": Yontrack or Customer, together the **"Parties"**.

"Reseller": a distributor or reseller authorised by Yontrack to resell licences of the Software and, as the case may be, Consultancy Services.

"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.

"Subscription Term": the period for which the licence is granted, as set out in Article 10.

"Support Services": the support services described in Article 7.

"Update": any patch, correction, minor or major release of the Software that Yontrack makes generally available to its customers.

1. LICENCE

1.1. Subject to payment of the Fees, Yontrack grants Customer, for the Subscription Term, a non-exclusive and non-transferable licence, without the right to grant sub-licences, to install, reproduce and use the Software for its internal business purposes, within the Licence Metrics, on infrastructure operated by Customer or on its behalf.

1.2. Customer may allow its employees and the contractors acting on its behalf to use the Software. Its Affiliates may use the Software only if the Order Form so provides. Customer remains liable for their compliance with the Agreement.

1.3. Customer may make the copies of the Software reasonably necessary for backup, testing and other non-production purposes. Unless the Order Form provides otherwise, these copies are not counted in the Licence Metrics. They are subject to the Agreement.

1.4. Where the Order Form so provides, the licence includes the rights on the source code set out in Article 2. All rights not expressly granted to Customer are reserved.

2. SOURCE CODE

2.1. Where the Order Form so provides, Yontrack gives Customer, during the Subscription Term, access to the source code of the Software, through a private repository or by any other means of its choice.

2.2. Customer may consult and analyse the source code, including for security audits, solely for its internal use of the Software in accordance with the Agreement. Access is read-only. Customer may not modify or compile the source code.

2.3. Customer may not disclose the source code to third parties, except to the contractors referred to in Article 1.2, provided they are bound by confidentiality obligations equivalent to those of Article 12.

2.4. If, during the Agreement, Customer submits suggestions or other feedback to Yontrack, it grants Yontrack, free of charge and for the entire term of legal protection, a non-exclusive, worldwide and transferable licence to use, reproduce, adapt and integrate them into the Software and to distribute them as part of the Software, under any licence, including the right to grant sub-licences. Customer warrants that it holds the rights necessary to grant this licence. Customer is under no obligation to submit them.

3. RESTRICTIONS

3.1. Except as expressly permitted by the Agreement or by mandatory law, Customer shall not:

(a) use the Software beyond the Licence Metrics or for purposes other than its internal business purposes;

(b) sell, rent, lend, sub-license, distribute or otherwise make the Software available to third parties, including as a hosted or managed service;

(c) remove or alter the copyright and licence notices of the Software;

(d) circumvent any licence key or other technical measure limiting the use of the Software;

(e) use the Software, its source code or the Documentation to develop, or help develop, a product competing with the Software.

4. OPEN-SOURCE VERSIONS AND OPEN-SOURCE COMPONENTS

4.1. The versions of the Yontrack software, including those published under the name “Ontrack”, released by Yontrack under the MIT licence before the first Commercial Version (the **“Open-Source Versions”**) remain available under the MIT licence, which alone governs them. These Licence Terms do not restrict the rights Customer holds under that licence. Yontrack provides no

Support Services, Updates or warranty for the Open-Source Versions, unless the Order Form provides otherwise.

4.2. The Software may include software components distributed under open-source licences (the **"Open-Source Components"**). These components and their licences are identified in the Documentation or in the source code. Where such a licence grants Customer broader rights or imposes obligations that cannot be excluded, it prevails for the component concerned.

4.3. Yontrack ensures that the licences of the Open-Source Components allow the use of the Software in accordance with these Licence Terms.

5. LICENCE METRICS AND VERIFICATION

5.1. Customer ensures that its use of the Software remains within the Licence Metrics at all times. It informs Yontrack without delay of any use exceeding them.

5.2. Any use exceeding the Licence Metrics gives rise to additional Fees, calculated on the basis of the prices in the Order Form or, failing that, of Yontrack's price list in force, pro rata from the start of that use until the end of the current Subscription Term. The Licence Metrics and the Fees are adjusted accordingly for subsequent renewal periods.

5.3. At Yontrack's request, made no more than once a year, Customer confirms in writing its use of the Software in relation to the Licence Metrics. Where Yontrack has reasonable grounds to doubt the accuracy of that confirmation, it may, with thirty (30) days' notice and no more than once every twelve (12) months, have the use of the Software verified by an independent expert bound by confidentiality, during Customer's business hours and without unreasonably disrupting its activities. The verification is at Yontrack's expense, unless it reveals a use exceeding the Licence Metrics by more than five per cent (5%), in which case Customer bears its reasonable costs.

6. DELIVERY AND OPERATION

6.1. Yontrack makes the Software available to Customer by download or through a repository. Unless Consultancy Services are ordered for that purpose, Customer installs the Software.

6.2. Customer is responsible for the infrastructure necessary to operate the Software in accordance with the system requirements set out in the Documentation, for the security of its environment, for the licences of the third-party tools with which it integrates the Software, and for regular backups of its data and configurations.

7. UPDATES AND SUPPORT SERVICES

7.1. During the Subscription Term, Customer is entitled to the Updates at no additional cost. Updates may change features of the Software, without substantially reducing its core functionalities. Yontrack informs Customer in advance of any change requiring an adaptation on its side.

7.2. Yontrack may offer new modules or features beyond the Licence Metrics for additional Fees. Customer is free to subscribe to them.

7.3. Yontrack provides support by email or through its ticketing tool, on Business Days and during office hours (Belgian time). It uses reasonable efforts to answer requests and to correct reproducible malfunctions of the Software within a reasonable time, taking their severity into account. Response and resolution times apply only if they are set out in the Order Form.

7.4. The Support Services cover the latest major version of the Software and the preceding major version. They do not cover malfunctions caused by use not in accordance with the Documentation, by an unsupported environment or by third-party tools. Yontrack may assist Customer in those cases as Consultancy Services.

7.5. During the support period indicated in the Order Form or, failing that, in the Documentation, Yontrack handles the vulnerabilities of the Software and makes available, without delay and free of charge, the Updates correcting them (the "**Security Updates**"), together with information on the action to be taken by Customer. Security Updates may be provided only for the latest version

of the Software, to which Customer has access at no additional cost. Yontrack informs Customer without delay of any actively exploited vulnerability or severe incident affecting the security of the Software, and of the mitigation measures Customer can take. Customer reports vulnerabilities to the contact point indicated in the Documentation and is responsible for installing the Security Updates.

8. WARRANTY

8.1. Yontrack warrants that, during the Subscription Term, the Software operates substantially in accordance with the Documentation. Customer notifies any non-conformity to Yontrack in writing, with a description allowing it to be reproduced. Yontrack then corrects the non-conformity or provides a workaround within a reasonable time. If it fails to do so within sixty (60) days, Customer may terminate the Agreement and obtain a refund of the licence Fees paid for the remainder of the Subscription Term.

8.2. This warranty does not apply to the malfunctions excluded from the Support Services under Article 7.4.

8.3. Customer acknowledges that it was able to assess the Software before ordering it, including through the Open-Source Versions or a trial. Yontrack does not warrant that the Software is free of errors, operates without interruption or meets needs not described in the Documentation. To the extent permitted by law, the warranties set out in these Licence Terms exclude any other warranty.

9. INTELLECTUAL PROPERTY

9.1. Yontrack or its licensors retain all intellectual property rights in the Software, the Documentation, the Updates and their improvements, including improvements resulting from the Support Services, the Consultancy Services or Customer's feedback. The Agreement does not transfer any ownership to Customer, who only receives the rights of use expressly granted in these Licence Terms.

9.2. Yontrack defends Customer against any claim by a third party alleging that the Software, used in accordance with the Agreement, infringes its intellectual property rights, and bears the damages finally awarded or the settlement agreed by Yontrack, to the exclusion of defence costs, provided that Customer (i) notifies the claim to Yontrack promptly in writing, (ii) leaves Yontrack sole control of the defence and of any settlement, (iii) provides reasonable cooperation, at Yontrack's expense, and (iv) makes no admission of liability.

9.3. If such a claim is made or appears likely, Yontrack may, at its choice and expense, obtain for Customer the right to continue using the Software, modify or replace it with equivalent functionalities or, if neither is reasonably possible, terminate the licence and refund the licence Fees paid for the remainder of the Subscription Term.

9.4. Articles 9.2 and 9.3 do not apply to claims resulting from the combination of the Software with products not supplied by Yontrack, from Open-Source Components or Open-Source Versions, or from use of the Software not in accordance with the Agreement.

9.5. This Article sets out Yontrack's entire obligation regarding third-party claims, subject to Article 14.

10. SUBSCRIPTION TERM AND END OF THE LICENCE

10.1. The Subscription Term starts on the date indicated in the Order Form or, failing that, on the conclusion of the Agreement. It lasts for the period indicated in the Order Form or, failing that, one (1) year.

10.2. The Subscription Term is tacitly renewed for successive periods of one (1) year, unless either Party notifies the other Party in writing of its decision not to renew at least three (3) months before the end of the current period.

10.3. At the end of the licence, for whatever reason, Customer ceases to use the Software, uninstalls it, destroys all copies of the Software and of its source code and confirms it in writing at Yontrack's request. Customer remains free to use the Open-Source Versions under the MIT licence.

11. RESELLERS AND APPLICABLE PROVISIONS

11.1. Where Customer acquires the licence through a Reseller, the Fees, invoicing and payment terms are agreed between Customer and the Reseller. Yontrack confirms the licence to Customer in an Order Form indicating at least the Licence Metrics, the Subscription Term and the end date of the support period.

11.2. Yontrack is not bound by any commitment of the Reseller that is not set out in these Licence Terms or confirmed by Yontrack in writing. Any refund of Fees provided for in these Licence Terms is then made to the Reseller.

11.3. Any use exceeding the Licence Metrics is regularised through the Reseller or, failing that, invoiced by Yontrack directly to Customer in accordance with Article 5.2.

11.4. Articles 12 to 17 apply where Customer acquires the licence through a Reseller. They also apply to the Support Services and to the Consultancy Services that Yontrack provides to Customer on the order of a Reseller. Where Customer orders a licence or services directly from Yontrack, the General Terms apply to that order instead of Articles 12 to 17, and references to those Articles are to the corresponding provisions of the General Terms.

12. CONFIDENTIALITY

12.1. **"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.

12.2. 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.

12.3. Article 12.2 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.

12.4. 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.

12.5. 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 Article 10.3.

13. PERSONAL DATA

13.1. 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.

13.2. 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.

13.3. 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.

14. LIABILITY

14.1. 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, directly or through a Reseller, during the twelve (12) months preceding the event giving rise to the damage. For breaches of its confidentiality obligations and for its obligations under Article 9.2, 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.

14.2. 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.

14.3. 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.

15. TERMINATION FOR BREACH

15.1. 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 a serious breach of Article 12 (Confidentiality) and the use of the Software outside the scope of the licence or in breach of Article 3.

15.2. 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.

15.3. Articles 9, 10.3, 12, 13, 14, 16 and 17 survive the end of the Agreement for the period specific to them.

16. GENERAL PROVISIONS

16.1. Yontrack may amend these Licence Terms, the General 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 Article 10.2.

16.2. In case of conflict, the particular conditions of the Order Form prevail over these Licence Terms, which prevail over the General Terms.

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

16.4. 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.

16.5. 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.

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

16.7. 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. Without prejudice to Article 16.1, any amendment to the Agreement must be made in writing and accepted by both Parties.

16.8. 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.

16.9. A Party's failure to exercise a right under the Agreement does not constitute a waiver of that right. Any advanced or qualified electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS) has the same value as a handwritten signature.

16.10. 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.

17. GOVERNING LAW AND JURISDICTION

17.1. 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.