YONTRACK – PARTICULAR CONDITIONS FOR CONSULTANCY SERVICES

Version of November 2026

These particular conditions (the **"Consultancy Conditions"**) apply to the Consultancy Services provided 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"**), where the Order Form includes such services. They supplement Yontrack's general terms and conditions (the **"General Terms"**). Capitalised terms not defined in these Consultancy Conditions have the meaning given to them in the General Terms.

1. SCOPE AND PERFORMANCE

1.1. The Consultancy Services may include the installation and configuration of the Software, its integration with Customer's tools, training and advice on the use of the Software, as described in the Order Form.

1.2. Yontrack performs the Consultancy Services with the care, diligence and professionalism expected of a specialised provider. Unless the Order Form expressly provides otherwise, its obligations are obligations of means (obligations de moyens). Dates and schedules are indicative, unless otherwise agreed in writing.

1.3. The Consultancy Services are performed remotely, unless the Order Form or the Parties provide for an on-site intervention.

1.4. Customer provides Yontrack in good time with the information, access to its environments and tools, and availability of competent staff necessary for the Consultancy Services, and designates a contact person. Any delay attributable to Customer extends Yontrack's deadlines accordingly, without Yontrack incurring any liability.

1.5. Customer backs up its data and configurations before any intervention on its environment. It validates the configurations and changes made before deploying them in production and remains responsible for that decision.

1.6. Customer notifies any non-conformity of the Consultancy Services in writing, with reasons, within ten (10) Business Days of their performance. Yontrack then performs the non-conforming services again at no additional cost. Failing such notification, the services are deemed accepted.

1.7. Where Customer acts as a Reseller, the Consultancy Services are performed for the End User concerned. References to Customer's environment, tools, staff and data are then to those of that End User, and Customer ensures that the End User complies with Articles 1.4 and 1.5.

2. PRICE AND INVOICING

2.1. Unless the Order Form provides for a fixed price or a package of days, the Consultancy Services are invoiced on a time-and-materials basis, at the daily rate set out in the Order Form or, failing that, at Yontrack's rate in force at the date of the Order Form. A day consists of eight (8) hours. Incomplete days are invoiced by half-day. Yontrack invoices monthly the services performed during the previous month, on the basis of a time statement.

2.2. A fixed price covers only the services described in the Order Form. It is invoiced according to the schedule set out in the Order Form or, failing that, fifty per cent (50%) on conclusion of the Agreement and the balance on completion of the services.

2.3. Days purchased in advance as a package are invoiced in full on acceptance of the Order Form, unless it provides otherwise. They must be used within twelve (12) months of the acceptance of the Order Form. Days not used at the end of that period lapse without refund, unless their non-use is attributable to Yontrack.

2.4. Travel and accommodation expenses for on-site interventions outside Belgium, as well as any other expenses incurred with Customer's prior approval, are reimbursed on the basis of supporting documents.

3. SCHEDULING AND CANCELLATION

3.1. The dates of the interventions are agreed between the Parties.

3.2. Customer may cancel or postpone a scheduled intervention free of charge by written notice given at least five (5) Business Days before it. In case of later cancellation or postponement, fifty per cent (50%) of the scheduled days is invoiced or, for days purchased in a package, deducted from it, together with any non-refundable travel expenses already incurred.

4. DELIVERABLES

4.1. **"Deliverables"** means the reports, configurations, scripts, training materials and other elements provided to Customer as part of the Consultancy Services.

4.2. Yontrack retains all intellectual property rights in the Software and its improvements, and in its tools, methods, know-how, templates and generic elements, including where they are used in the Deliverables.

4.3. Subject to full payment of the related Consultancy Services, Yontrack grants Customer or, where Customer acts as a Reseller, the End User concerned, a non-exclusive, non-transferable, and free licence, for the duration of the licence of the Software held by the beneficiary or, failing such licence, for the duration of the MIT licence under which it uses the earlier versions of the Yontrack software, to use, reproduce and adapt the Deliverables for its internal needs.

5. INDEPENDENCE

5.1. Yontrack performs the Consultancy Services as an independent provider. The Agreement does not create any relationship of subordination, employment or partnership between the Parties. Yontrack freely organises its work and the performance of the services; its staff remain under its sole authority. Customer's instructions relate only to the expected results and functional priorities. Yontrack remains solely responsible for its social security, tax and administrative obligations.