

General terms and conditions of sale¹

Société Liégeoise en Micro-Informatique S.A. (abbreviated as "S.L.M."), trading under the trade name **KEYES**, whose registered office is located at 4432 Alleur, Avenue de l'informatique n°9, registered with the B.C.E. under number 0420 329 902.

SECTION I General provisions applicable to Services and/or Products**1. Definition**

For the purpose of interpreting these General Terms and Conditions of Sale, terms and expressions that begin with a capital letter shall have the meaning below.

- **"Client Applications"**: refers to the software that the Client (or its Users) provides, installs and/or loads in the Client's Dedicated or Shared infrastructures. "Dedicated" means hardware, software, infrastructure, or service that is accessible by a single Client. "Shared" means hardware, software, infrastructure or service that is accessible by multiple Clients.
- **"Client"**: means any entity that has entered into a Contract with the COMPANY for the performance of the Services.
- **"COMPANY"**: refers to "S.L.M." which has opted for the application of the T&Cs in its offer to its own prospects/Clients.
- **"Content"**: means any expression or creation (such as computer program, file, programming tools, reports, plans or diagrams, and any other similar creation), including, for the avoidance of doubt, software elements, including but not limited to source code, executable code, interfaces, functional specifications, icons, instructions for use;
- **"Confidential Information"**: means any scientific, technical, economic, financial, commercial, legal or other information or data that can reasonably be inferred to be confidential, disclosed directly or indirectly by any of the Parties. Confidential Information may be exchanged in writing, orally, visually or by any other means, in any form, whether or not protected by intellectual property rights. Confidential Information may, where applicable, be dated and marked "CONFIDENTIAL", but this statement is not the only way to identify it as such.
- **"Contract" or "Contractual Documents"**: refers to all of the following contractual documents: (i) the Special Conditions, (ii) the COMPANY's Offer and its annexes, (iii) the General Terms and Conditions of Sale and (iv) where applicable, the Client's specifications or the specifications/RFP. In the event of any difficulty of interpretation or contradiction between the aforementioned Contractual Documents, each document shall prevail over the next in the order in which they are listed above.
- **"Disclosing Party"**: means the Party disclosing Confidential Information, directly or indirectly, to the Receiving Party.
- **"Executable Code"**: means computer programs and/or a set of data that can be interpreted and executed by processor by a hardware/operating system platform or other computer program, excluding source codes and associated documentation;
- **"Force Majeure"**: means the occurrence of an act or event beyond the reasonable control of the Affected Party that renders the performance of the Contract by the Affected Party impossible or excessively difficult or unreasonably costly under the Contract, and which includes, without limitation and in addition to the cases usually held by applicable law or jurisprudence: (i) explosions, fires, floods, earthquakes, catastrophic weather conditions, diseases, epidemics or natural disasters; (ii) acts of war (whether declared or undeclared), acts of terrorism, insurrections, riots, civil disturbances, rebellion or sabotage; (iii) acts emanating from local, regional, national, foreign or international authorities or courts, state of emergency situations or changes in legislation; (iv) industrial disputes, lockouts, strikes or other industrial action organised at the national level; and (v) failures or fluctuations in electrical power or telecommunications services or equipment or other critical infrastructure, expropriation, deprivation or destruction, in whole or in part, of equipment or property necessary to perform the Services (such as cables) that is not due to a lack of maintenance.

- **"General Terms and Conditions of Sale" or "T&Cs"**: refers to these general terms and conditions applicable to the Contract.
- **"Indemnified Content"**: means (i) the Client's IPR or (ii) the IPR on Specific Content or (iii) the COMPANY's IPR, as the case may be; developed specifically and exclusively for the Client by the COMPANY or by any subcontractor of the COMPANY in connection with the performance of the Services for the Client;
- **"Information"**: refers to any prerequisites or any factual assumptions, set out in the Contractual Documents, on which the COMPANY has relied to establish its offer, including in particular the scope of the Services, any service levels (SLAs) and/or prices.
- **"Intellectual Property Rights" (IPR)**: means all intellectual property rights in the world, whether registered or unregistered, now or hereafter known, including, but not limited to, (i) copyright and related rights, rights to protect computer and software programs, database rights, trademark rights, designs and models, and all other similar duties in any part of the world; and (ii) inventions, patents (reissues, divisions, continuations and extensions), utility models, supplementary protection certificates, topography rights, trade names, domain names, (iii) as well as goodwill, applications for filings/registrations for such rights that may exist anywhere in the world, as well as the right to make such applications.
- **"Non-Specific Content"**: refers to Content in respect of which the Intellectual Property Rights are the property of the COMPANY;
- **"Offer"**: refers to the offer of services formulated by a commercial proposal, a quote, an online offer or any other document written by the COMPANY and describing the Products and/or Services to be provided and their prices. Offers may relate to Products, Services or a combination thereof
- **"Party(s)"**: refers to the COMPANY and/or the Client.
- **"Products"**: refers in the broad sense to all goods, tangible or intangible, including equipment, software, licenses, modules, applications or digital content, provided or made available by the COMPANY to the Client.
- **"Receiving Party"** means the Party receiving Confidential Information, directly or indirectly, from the Disclosing Party.
- **"Service(s)"**: refers in the broad sense to all information technology services that may be accompanied by the provision of services, products, services, Third-Party Content or third-party services, to be provided by the COMPANY to the Client under the Agreement.
- **"Special Conditions"**: refers to the specific provisions applicable to the Contract which may take the form of an engagement letter, an engagement order, a statement of work (SOW) or an additional contract.
- **"Third-Party Content"**: means Content used by the COMPANY, directly or indirectly, in connection with the Services or otherwise made accessible by the COMPANY, directly or indirectly, to the Client under the Agreement, in respect of which the Intellectual Property Rights (IPRs) are owned by a third party;
- **"Unforeseen Circumstances"** means circumstances that were unforeseen and/or unforeseeable at the time of entering into the Agreement that make the fulfillment of the Affected Party's obligations significantly and excessively more onerous, the Affected Party shall have the right, at any time, to require a review of the impacted parts of the Agreement. Such circumstances must not be attributable to the affected Party and it must not have agreed to assume the risk under the Agreement.
- **"Use" or "Use"**: means the right to upload, read, execute, store, transmit, display and, solely for legitimate back-up purposes, copy.
- **"User"**: refers to any natural or legal person under the authority, responsibility or control of the Client, authorised by the latter to access or use the Products and/or Services, directly or indirectly. Also considered Users, where applicable, are any system, equipment, automated device, software, software agent, script, computer or robotic processes or hardware, including any artificial intelligence tool or automated system, accessing or using the Products and/or Services on behalf of, under the control or for the benefit of the Client. Any use of the Products and/or Services by a User shall be deemed to be made by the Client itself, which shall assume full responsibility thereof, in particular

¹ This English version was generated using an automated translation tool (Microsoft Word). In case of discrepancy, the French version shall prevail.

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with regard to the compliance of such use with the Agreement and with all applicable legal and regulatory provisions.

2. Offer and conclusion of the Agreement

2.1. The offers, quotes, catalogues, product sheets or information communicated by the COMPANY constitute an Offer to contract concerning, as the case may be, products, services or a combination of them and are subject to these General Terms and Conditions of Sale. By default and unless otherwise specified, the validity period of an Offer is thirty (30) days. The Contract is deemed to have been concluded: (i) either on the date of signature of the offer or purchase order by the Client ;(ii) or, in the case of an electronic order, at the time of the final confirmation of the order by the Client via the mechanism provided for this purpose. An Offer is an inseparable whole whose price of the elements contained therein cannot be taken into account for a partial order unless the Offer explicitly specifies options.

2.2. Any order from the Client is only closed after written confirmation of the order by the COMPANY. The COMPANY may refuse an order in the event of technical impossibility, unavailability, or dependence on a third-party supplier, upon reasoned notification within a reasonable period of time. The Client's request to start the Services constitutes acceptance of the Offer and the other Contractual Documents. It is the responsibility of each Party to familiarize themselves with and ensure their understanding of any Contractual Document prior to entering into the Agreement.

2.3. The Agreement expresses the entire agreement between the Parties regarding the Products and/or Services. It supersedes any prior agreements, proposals, or communications relating to the subject matter of the Agreement. The Parties expressly exclude the application of the Client's terms and conditions, in particular the conditions that may appear on the acceptance of the Offer or on any other document issued by the Client (in particular a purchase order), as well as any other condition, reservation, restriction or clause of the Client, unless expressly accepted in writing by a person duly authorised to represent the COMPANY.

3. Subject matter of the Agreement – Product and/or Service

3.1 The COMPANY will perform the Products and/or Services with diligence in accordance with the state of the art, industry standards by implementing proven and reliable methods, tools and techniques. The Products and/or Services provided will comply with the functional and technical characteristics described in the Offer and/or the Specific Conditions.

3.2. The Client is responsible for its operations and for the use it makes, or its Users make, of the Products and/or Services. The Client must ensure that such use of the Products and/or Services is made in accordance with the Agreement. It is responsible for ensuring that the purpose, scope and characteristics of the Products and/or Services meet the prerequisites and needs expressed in the Client's specifications or specifications/RFP. Client may not use the Products and/or Services or permit the use of the Products and/or Services for: (i) any purpose that is unlawful, unlawful or that may threaten or harass any person or cause injury or damage to persons or property, involve the publication of any component whose content is false, defamatory, harassing, obscene or promoting bigotry, racism, hatred or violence, constituting masses of unsolicited email, junk mail, "spam" or chain letters; (ii) constitute an infringement of intellectual property or other proprietary rights, or violate any laws, ordinances, or regulations. The Client shall not distribute, rent, sublicense or provide the Products/Service(s) to any Third Party without the written approval of the COMPANY. Client shall not (i) interfere with, or disrupt, the integrity or performance of the Product(s) and/or Service(s), (ii) deliberately send or store viruses or malicious code through the Products and/or Service(s), (iii) use any element of the Service(s) separately from the Product(s) and/or Service(s).

3.3. The Client is responsible for identifying and authenticating all Users, approving such Users' access to the Products and/or Services, controlling unauthorized access, and maintaining the confidentiality of usernames, passwords, and account information. The COMPANY is not liable for any damages caused by the Client and Users, including persons who have not been authorized to have access to the Products and/or Services. The Client is responsible for the use made of the Products and/or Services by its Users or any person using its user accounts.

4. Duration of the Agreement

4.1. The Contract is concluded for the duration agreed between the Parties. If no duration is provided, the following rules apply: (i) if the subject of the Contract includes successive services, the Contract is

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concluded for a period of four (4) years from the date of conclusion of the Contract; (ii) if the subject of the Contract is for the performance of a specific deliverable ("Project"), the Contract is entered into for the duration of the Project. The Contract shall terminate automatically after fulfilment of all the reciprocal obligations of the Parties and those relating directly or indirectly to the execution of the Project. In the absence of an expressly agreed term, the Contract is concluded for an initial period of one (1) year. It is then tacitly renewed for successive periods of one (1) year, unless notified by one of the Parties of a notice, by registered letter to the COMPANY's head office or by e-mail to its commercial point of contact, three (3) months before the expiry of the initial or renewed term of the Contract.

4.2. Any renewal of the Agreement shall be made under the applicable conditions immediately prior to the renewal, except for Products and/or Services from third-party providers (in particular license providers), without prejudice to an adjustment of the price in accordance with the price revision clause.

5. Methods of execution

5.1. The Parties acknowledge that the Products and/or Services, any service levels, prices and other related elements of the Agreement are dependent on the accuracy of the Information provided by the Client as well as on the Client's compliance with its obligations. The Client shall cooperate with the COMPANY and provide it with all required information in a timely manner to ensure the proper performance of the Services and the answers to questions, decisions and approvals reasonably requested by the COMPANY to enable the latter to provide the Services and/or Products. Client is responsible for ensuring that such Information, responses, and approvals are accurate, complete, and adequate.

5.2. The Client undertakes to put in place all prerequisites, means (including connections to computer systems and any access codes) necessary for the performance of the Services and/or Products.

5.3. The Client shall ensure the necessary and sufficient availability of its staff (or that of its partners) involved in the fulfilment of the Agreement.

5.4. Each Party undertakes to inform the other Party without delay of any event that may hinder the Services and/or Products to be provided.

5.5. In general, except in the case of an expressly agreed obligation of result, the COMPANY is bound by a best-efforts obligation. In this case, it must make its best efforts to fulfil its obligations in accordance with the best practices and industry standards.

5.6. The Products and/or Services are strictly limited to the scope expressly defined in the Agreement. Any environment, system, user, asset, functionality or service that is not explicitly included in the contractual scope is deemed to be outside the scope and does not fall within the obligations of the COMPANY, unless otherwise agreed in writing.

5.7. The Products and/or Services are provided according to standardized processes. Any specific adaptation, tailor-made configuration, deviation from standards, functional evolution or extension of scope is not part of the Standard Services and requires a separate contractual framework.

6. Place of performance – labour regulations

6.1. In the absence of written provision, the Services are performed in Belgium on the Client's operating site mentioned in the Agreement or on one of the COMPANY's sites.

6.2. When Services are to be provided on the Client's premises, the Client shall provide the COMPANY's employees with access to the premises and the facilities necessary for their work. The Client shall inform the COMPANY's employees of the work regulations, the requirements of the general regulations on occupational protection and, more generally, of any safety measures in force within its organisation and of any changes to these provisions. The employees of the COMPANY shall respect these measures.

7. Time limits

7.1. The COMPANY will make its best efforts to meet the delivery and/or execution deadlines of the Services and/or Products mentioned in the Agreement. Unless otherwise specified, the deadlines are given as an indication.

7.2. No compensation shall be due to the Client as a result of the delay, unless the Client establishes that the failure to comply with a reasonable period of time beyond the time limit communicated by the COMPANY is attributable to gross negligence on the part of the COMPANY or the Special Conditions agreed between the Parties specify that the period provided is mandatory. In the latter cases, the compensation due by the COMPANY in compensation for the damage

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established by the Client will be 0.1% of the price (excluding taxes) of the set up of the project per day of delay with a maximum amount equivalent to 5% of the price (excluding taxes) of the set up of the project. This indemnity is discharging and therefore constitutes the exclusive compensation of the Client in the event of delay.

7.3. Furthermore, the deadlines shall be automatically extended by a period equal to the duration of the delay incurred by the COMPANY in performing its tasks due to the Client's delay or lack of cooperation in fulfilling its obligations or meeting the requirements imposed on it

8. Reception and commissioning

8.1. The COMPANY shall inform the Client as soon as the implementation of the project or the delivery of the Services and/or Products has been completed.

8.2. In the absence of other deadlines or modalities specified in the Contract, if the COMPANY does not receive written comments from the Client following its communication within ten (10) working days, then the acceptance of the Services and/or Products is acquired without reservation. The resulting invoices are due and can no longer be disputed, without prejudice to the Client's right to dispute an invoice for legitimate reasons in accordance with the applicable legal provisions.

9. Financial conditions

9.1. The financial terms are set out in the Offer and/or the Special Conditions. Prices are valid for Services and/or Products to be performed on the operating sites provided for in clause 6.1.

9.2. Prices are expressed in euros, exclusive of VAT, and will be increased by the legal taxes in force on the day of invoicing.

9.3. When the COMPANY provides in its Offer a price list for hardware, software, maintenance elements, these prices are not guaranteed for the entire duration of the Contract, unless explicitly stated in a price guarantee. They may be subject to an upward variation insofar as this is the direct result of an increase in the prices charged by the COMPANY's suppliers or publishers, or of a variation in the applicable exchange rate, affecting the acquisition cost of the said items. Any variation is limited to the strict pass-through of the costs actually incurred by the COMPANY and is based on objective and verifiable elements.

If the increase reflected in the Agreement results in a cumulative increase of more than twenty-five percent (25%) over a period of twelve (12) months for the scope concerned, the Client may, in the absence of an acceptable alternative, terminate the affected part of the Agreement without compensation, subject to thirty (30) days' notice, it being understood that the amounts due up to the effective date remain payable.

9.4. Where the price for the Services is a lump sum, it is valid only for the Services that are described in the Contractual Documents as being included in the package. Any new request from the Client, modification or evolution of the Services is not included in the fixed price and will be subject to additional invoicing by the COMPANY.

9.5. Unless otherwise agreed, the daily rates for the Services provided on a time-and-material basis are valid for eight (8) hours days worked during office hours (between 8 a.m. and 5 p.m.). Tasks carried out in addition at the request of the Client are invoiced at:

- 150% of the hourly rate for Services performed in excess of eight (8) hours per day and/or outside office hours and/or on Saturdays;
- 200% of the hourly rate for Services performed on Sundays and official public holidays in Belgium.

9.6. The prices indicated (P0) will be subject to a revision, automatically and without formality, on the first of January of each year according to the formula $P = P0 \cdot (0.2 + 0.8 \cdot (S / S0))$ according to the variation of the Agoria DIGITAL index ("S") without this price adjustment being negative. The benchmark value ("S0") is the last index for the month of January published by Agoria on the date of the Offer. The value of the new index (S) is the index published by Agoria for the month of January of the year concerned by the revision. Failure to revise it on the scheduled annual date will not imply a waiver of its application during the year or subsequent annual dates.

9.7. Unless expressly stated otherwise, expenses and disbursements such as ordinary travel expenses, extraordinary travel expenses (such as airline tickets), parking and accommodation costs, incurred by the COMPANY are not included in the prices and are invoiced additionally on the basis of supporting documents.

10. Billing Terms

10.1. **Service provided on a time-and-material basis:** The COMPANY invoices each month on the basis of a statement of the time performed during the current month completed by the employee(s).

10.2. **Service provided at a fixed price (i.e. fixed price):** Unless otherwise stipulated in the Offer:

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- Projects with fixed prices of less than €20,000 are invoiced up to 100% at the time of order ;
- Projects with fixed prices of more than €20,000 are invoiced at a rate of 20% at the time of the order and thereafter according to the completion of the deliverables as determined by the COMPANY

10.3. Successive/recurring services (maintenance / run / operation ...)

: Unless otherwise specified in the Contractual Documents, these services are invoiced monthly from the time they are put into production. Unless it is expressly stated in the Contractual Documents that these recurring services are invoiced at a fixed rate or otherwise, they are invoiced on a "pay as you use" basis, in which case, unless otherwise provided, the quantities measured on the last working day of the month are invoiced at their unit price applicable at the time of the consumption statement.

11. Payment Terms

11.1. Unless otherwise stipulated in writing, invoices issued by the COMPANY are to be paid, to the account mentioned on the invoice, within thirty (30) days from the date of issue of the invoice.

11.2. Each invoice will be considered accepted within fifteen (15) calendar days of the invoice date, in the absence of a written objection made, within the aforementioned period, by registered letter to the COMPANY's registered office or by e-mail to its commercial contact point. The undisputed parts of an invoice are to be paid by the Client on the normal due date, failing which the COMPANY shall, where appropriate, be entitled to apply the measures provided for in clauses 18 or 19. The disputed parts of the invoice shall be subject to the dispute resolution procedure provided for in clause 25.10.

11.3. Any late payment or partial payment shall automatically and subject to prior reminder incur interest at the rate applicable under the law of 2 August 2002 on the fight against late payment in commercial transactions on the balance remaining due from the due date of the COMPANY's invoice, each month started being counted as one (1) full month.

12. Sale of Products

12.1. Unless explicitly stated otherwise, the advertised prices for standard hardware and software are exclusive of installation costs and delivery costs.

12.2. The COMPANY remains the owner of the Product until full payment of the principal price, accessories, interest and costs. However, the risks are transferred to the Client at the time of delivery of the equipment if applicable or at the time when the delivery should have taken place if it cannot be carried out for a reason beyond the control of the COMPANY.

12.3. Where the Products ordered by the Client are specific, personalised or ordered by the COMPANY from third-party suppliers on the Client's instructions and cannot be cancelled free of charge, any cancellation of the order by the Client, for any reason whatsoever, shall automatically entail the obligation for the Client to bear all costs incurred by the COMPANY, including the purchase price of the Products concerned, as well as the related administrative and logistical costs. The Client acknowledges that certain orders for Products are firm and irrevocable.

12.4. The Client undertakes to make all necessary arrangements to enable the delivery or collection of the Products within the agreed deadlines. Failing this, and when delivery or collection cannot take place for a reason attributable to the Client, the risks related to the Products will be deemed to be transferred to the Client on the date on which delivery would normally have taken place, without prejudice to the COMPANY's right to invoice the costs of storage, handling or redelivery.

13. Data ownership

The performance of the Agreement does not transfer any ownership rights to the COMPANY over the Client's data.

14. Intellectual Property

14.1. Client's Intellectual Property Rights. Client will retain all IPR on Content (i) developed by Client prior to the date of the Agreement or (ii) developed by Client during the term of the Agreement (i) and (ii) collectively referred to as "Client IPR". To the extent that the COMPANY or its subcontractors are required to obtain an IPR license from the Client in order to enable the COMPANY to provide and/or produce the Services and/or Products, the Client grants the COMPANY (with the explicit right to sublicense to any subcontractor of the COMPANY) a non-exclusive license, free, non-transferable, worldwide and irrevocable, relating to IPRs, granted for the entire term of the Agreement.

14.2. Intellectual Property Rights of the COMPANY and Intellectual Property Rights over Specific Contents. The COMPANY will retain all IPR relating to the Content (i) developed by the COMPANY prior to the date

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of the Agreement or (ii) developed by the COMPANY during the term of the Agreement ((i) and (ii) collectively referred to as the "COMPANY IPR" (iii) as well as the Specific Content. The COMPANY grants the Client a royalty-free, non-exclusive, non-transferable license to the Executable Code to Use the IPR on Non-Specific Content, to the extent necessary to receive the Services during the term of the Agreement.

The COMPANY hereby grants to the Client a royalty-free, non-exclusive, non-transferable, sub-licensable license to the Executable Code, for the term of protection provided by law, to Use the IPR on Specific Content including the IPR of the COMPANY that has been, at the option of the COMPANY, incorporated or integrated into the Specific Content. Notwithstanding any stipulation to the contrary, the Content designed and developed by the COMPANY in a manner shared between several Clients or users is deemed to be the property of the COMPANY, which may use and exploit it freely, in the widest possible way.

14.3. Third-Party Content:

(a) In the event that a Service provided by the COMPANY includes or requires the use of Third-Party Content for which compliance with the terms of use by the Client is imposed by the third party, the COMPANY shall notify the Client accordingly.

(b) Unless expressly stated that the right to use Third-Party Content is included in the description of the Service and included in the price, the price of the Services does not include the price of licenses to Third-Party Content. It is then the responsibility of the Client to acquire, at its own expense, a license to any relevant Third-Party Content.

(c) In all cases, the Client is responsible for familiarising itself with the terms and conditions imposed by third parties for the use of Third Party Content and undertakes to comply with all terms of use imposed by the third party for the use of Content belonging to it.

(d) In the event that the third-party software publisher requires the execution of an End User License Agreement ("EULA") by the Client for the use of the IPR on Third-Party Content, the COMPANY will notify the Client and the Client will return the duly signed EULA. Signing such a document may be an essential condition of the Agreement, failing which third-party providers may refuse to provide the relevant products or licenses.

14.4. The COMPANY shall always remain free to use the general knowledge, skills and experience as well as any ideas, concepts, know-how and techniques that are acquired or used in connection with the provision and/or realization of the Product and/or Services.

14.5. The Client is not allowed to (i) remove or alter the proprietary notices of the software publishers appearing on the software, (ii) make the software available to third parties for internal operations related to their own business, (iii) modify, create derivative works from, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the PaaS and/or SaaS Software or Services, (iv) license, sell, rent, lease, loan, assign, transfer, distribute, host, outsource, enable timeshare use, or commercially exploit the Services, software available to any third party.

14.6. Each Party warrants that its use or possession of IPRs of the other Party is done properly and in accordance with the restrictions and instructions of the other Party, including, but not limited to, manuals, provided that such restrictions and instructions have been made available by the other Party in advance. In addition, each Party warrants to the other Party that the content, information and works of any kind provided by it to the other Party for the purpose of performing the Agreement are lawfully usable for this purpose and do not infringe the rights of any third party.

14.7. The "Indemnifying Party", which is liable for the warranty obligation, is the one who provides the Content. The Indemnifying Party shall defend, indemnify and hold harmless the other Party ("Indemnified Party") from and against any and all losses, damages, costs, expenses and other liabilities incurred or awarded to the Indemnified Party in connection with any claim or action against the Indemnified Party by any third party, for the Indemnified Party's use or possession of Indemnified Content, that have been provided by the Indemnifying Party, infringing the IPR of that third party ("IPR Claim").

14.8. The Indemnified Party:

- a) promptly notify the Indemnifying Party in writing of any IPR Claim of which the Indemnified Party has been notified;
- b) will not assume any liability or agree to any settlement or compromise related to any IPR Claim without the prior written consent of the Indemnifying Party, which will not be unreasonably withheld or delayed;
- c) shall at all times permit the Indemnifying Party, upon notice pursuant to Section 14.8(a), to assume the conduct of the IPR

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Claim, which shall include the right: (i) to conduct any proceeding or action, (ii) to negotiate the settlement of an IPR Claim so long as the settlement does not establish an admission of fault or liability on behalf of the Indemnified Party, and (iii) conduct all discussions and efforts to resolve the dispute in connection with an IPR Claim. The Indemnified Party may, however, have recourse, at its own expense, to a different lawyer in order to ensure the follow-up of the procedure related to an IPR Claim;

- d) at the request of the Indemnifying Party, will give the Indemnifying Party all reasonable assistance in connection with the conduct of any IPR Claim; and take appropriate steps to mitigate the IPR Claim to minimize the magnitude of the losses.

14.9. In the event of an IPR Claim against the Client, the COMPANY may, at its discretion:

- provide Client with the right to continue using the Services and Indemnified Content;
- modify or replace the Services and/or Indemnified Content that infringe the third-party IPR with other non-infringing components or services with an equivalent level of performance and functionality.

14.10. The indemnity referred to in clause 14.7 does not apply to any claim arising out of:

- a) any changes made by the Client to the Indemnified Content, other than those made under the control or at the request of the COMPANY or approved in writing by the COMPANY; or
- b) the use of Indemnified Content in combination with any other hardware, software, equipment or systems other than those approved in writing by the COMPANY;
- c) a breach by the Client of the terms, made known to it by the COMPANY, of any IPR licence granted pursuant to this Agreement;
- d) any use of the Services and/or Indemnified Content other than in accordance with the Agreement.

15. Confidentiality

15.1. The Party receiving Confidential Information from the other Party undertakes: (i) to use it only for the needs and purposes for which such information is communicated and only when necessary for the performance of the Agreement and (ii) to take all necessary measures and precautions, in particular with regard to retention, in order to maintain its confidentiality.

15.2. The disclosure of the Confidential Information, by the Party that received the latter, is authorized only for the benefit of its legal representatives, servants, employees, suppliers, contractors, consultants, subcontractors, advisors, insurers, auditors or software publishers (in the context of an audit/verification for the latter two), provided that they are subject to the same obligation of confidentiality as that set out in this clause and for as far as this disclosure is limited to what they need to know in order to carry out the tasks incumbent on them or that are related to the Contract.

15.3. The provision of Confidential Information as such does not entail any assignment or license of Intellectual Property Rights in the Confidential Information communicated by a Party.

15.4. Confidentiality obligations do not apply to information for which the Party receiving them can demonstrate:

- that it has disclosed it after obtaining the prior written authorization of the other Party or that the disclosure has been made by the other Party;
- that it was in the public domain prior to its disclosure or entered the public domain after its disclosure provided that it is not the result of a breach of the Agreement;
- that they were already known to him at the time of their disclosure;
- that they are the result of internal developments without use of the other Party's Confidential Information;
- that it has been received from a third party without breach of any obligation of confidentiality to the other Party.

15.5. To the extent required in connection with the resolution of a dispute, arbitral or judicial proceeding, or in accordance with any law, decree or regulation or required by a regulatory authority, the Receiving Party shall be entitled to disclose the Disclosing Party's Confidential Information, provided that the Receiving Party notifies the Disclosing Party, if possible and legally permitted, and provides the Disclosing Party with the opportunity to express its reservations and/or limit such disclosure. The Receiving Party will disclose only the portion of the Confidential Information required by legal, judicial or regulatory authority.

15.6. In the event of termination of the Agreement or upon request by a Party, each Party shall, to the extent possible, return or destroy (at the

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option of the Disclosing Party) all Confidential Information provided by the other Party in connection with the Agreement, within thirty (30) days of such request and, in the case of destruction of Confidential Information, certify, within a reasonable time, that such destruction has taken place. For greater certainty, the obligations set out in this clause do not apply to the extent of a retention required for legal, regulatory or insurance purposes (e.g. archiving requirements).

15.7. The obligations under this clause are binding on the Parties for the entire duration of the Contract and also after its termination, regardless of the cause, for a period of five (5) years after the end of the Contract and for trade secrets, as long as the information retains its nature as a secret.

16. Liability

16.1. Without prejudice to the other provisions of these General Terms and Conditions, the total annual contractual and/or extra-contractual liability of the COMPANY that may arise from the performance of the Contract is expressly limited to half of the sums invoiced in the last twelve (12) months prior to the date of the claim with a maximum of three hundred thousand euros (€300,000). If the claim occurs after the end of the Contract, the calculation will be made on the basis of the last twelve (12) months preceding the end of the Contract. Any indemnities or penalties paid by the COMPANY to the Client under the Contract are deductible from the liability ceiling provided for in this clause.

16.2. Subject to clause 16.4 but notwithstanding anything to the contrary, the COMPANY shall never be liable for any indirect loss or damage of any kind, including but not limited to loss of profit or income, loss of business opportunity, loss of anticipated savings, damage to reputation, third party claims (except for IPR Claims), loss of goodwill, loss of time, any commercial disturbance of any kind, any increase in costs and other overheads, failure to achieve the results of a marketing operation, any postponement or disruption in the planning of the Client's activity. Except for data covered by an immutable backup service that would be included in the Services delivered by the COMPANY to the Client, the COMPANY is not responsible in the event of loss of data.

16.3. To the extent permitted by applicable law, the limitation of liability provided for in clause 16.1 and the exclusion of liability provided for in clause 16.2 shall also apply in the event of gross negligence.

16.4. Notwithstanding anything to the contrary, a Party's liability shall not be limited for damages arising from fraud or willful misconduct or where such liability cannot be limited or excluded under applicable law.

16.5. Any warranty concerning an element from a third party is that provided by the manufacturer of the equipment or by the publisher, as is and without any additional warranty from the COMPANY.

16.6. The Parties acknowledge that the price of the Contract reflects the allocation of risks arising from the Contract, as well as the economic balance desired by the Parties, and that the Contract would not have been concluded on these terms without the limitations of liability defined herein. The Parties expressly agree that the limitations of liability shall continue to apply even in the event of termination or termination of the Agreement.

16.7. The COMPANY shall not be liable for any failure to comply with its obligations, nor shall it be liable for the payment of any penalty for failure to meet service levels, to the extent that this results from

(i) any failure, wrongful act, wrongful omission or failure of the Client, its officers, representatives, employees, suppliers, subcontractors or contractors to comply with its obligations, roles and responsibilities or the failure to comply with the Information (ii) the correction or modification of the Services by any person other than the COMPANY; (iii) any malfunction or failure of hardware, software or services provided by the Client or a third party that is not under the control of the COMPANY; (iv) Client's use of the Services in a manner not in accordance with the instructions or specifications expressly stated by the COMPANY or the normal use that may reasonably be expected thereof, or the use of the Services in combination with any hardware or software not recommended, not provided or approved by the COMPANY; (v) any disruptive element not attributable to the COMPANY and/or its subcontractors (such as, without limitation, attacks, viruses,...), (vi) any disruptive element not attributable to the COMPANY and/or its subcontractors (such as, without limitation, processing errors, manipulations of any kind on the infrastructures made available, ...) and originating from (a) either the Client's internal network which is not under the responsibility of the COMPANY and which has an impact on the Services, (b) or from a network which is not under the responsibility of the COMPANY (typically the Internet) and (vii) from the occurrence of a Force Majeure event.

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16.8. The provision of the Services may depend on third parties, such as publishers, manufacturers or providers of Cloud services.

The deadlines, levels of service or methods of performance may be influenced by the services, limitations or unavailability of these third parties, without this incurring the liability of the COMPANY beyond the provisions of the Contract.

16.9. Except in the cases referred to in clause 16.4, any claim for liability, contractual or extra-contractual, that may arise from the performance of the Contract may not be made more than two (2) years after the end of the Contract.

16.10. The intervention of the COMPANY in the context of a complaint to make a correction or workaround cannot be interpreted as an admission of any liability.

16.11. Any claim relating to the performance of the Contract is directed primarily against the COMPANY. By way of derogation from Article 6.3 of Book 6 of the Civil Code, the Client acknowledges and accepts that it will not bring any direct claim against the directors, workers, external consultants, subcontractors or other auxiliaries of the COMPANY involved at any time in the provision of the Services.

17. Force majeure and unforeseen circumstances

17.1. The Party that suffers Force Majeure ("Affected Party") shall not be deemed to be in default of the Agreement, or to be liable to the other Party by reason of any delay in performance or non-performance of any of its obligations, to the extent that such delay or non-performance is due to Force Majeure. The time limit for performance of the obligation prevented must be extended accordingly. Force Majeure cannot be invoked for obligations consisting of payment obligations. Force Majeure suspends the payment of impacted/prevented obligations accordingly. The Affected Party shall as soon as reasonably practicable, notify the other Party in writing of the occurrence of Force Majeure, the date on which Force Majeure will begin, and the impact of Force Majeure on its ability to perform its obligations. Upon termination of Force Majeure, the Affected Party shall promptly notify the other Party of such termination and resume performance of the affected obligations. Where Force Majeure persists for thirty (30) consecutive days or more, either Party may terminate the portion of the Agreement relating to the Affected Services on a date specified by it in written notice of termination to the other Party.

17.2. In the event of an unforeseen and/or unforeseeable Circumstance during the conclusion of the Contract that makes the performance of the obligations significantly and excessively more onerous, in particular due to an increase in costs related to human resources, energy, raw materials or third-party suppliers, the affected Party shall have the right - at any time - to demand a revision of the impacted parts of the Contract. Where this circumstance results in an increase of at least twenty-five percent (25%) in the direct costs incurred by the affected Party in performing its obligations, the affected Party shall notify the other Party in writing providing any relevant supporting evidence. During the renegotiations, the Parties shall continue to perform their obligations. If, after thirty (30) days from the request for review, the Parties are unable to agree on such a review, either Party may request the dispute resolution procedure. In the event that the Parties fail to reach an agreement, the COMPANY may, with thirty (30) days' written notice, terminate the impacted parts of the Agreement without compensation, costs or expenses to be paid to the Client. For the avoidance of doubt, the Client may not object to the COMPANY's right to invoke this clause by invoking the knowledge by the Parties, at the time of the conclusion of the Contract, of an event affecting the countries producing the said raw materials.

18. Suspension

In the event of non-payment by the Client of an invoice that has fallen due and provided that the invoice in question has not been duly disputed in accordance with the procedure provided for in clause 11.2, the COMPANY is authorised to suspend, by operation of law after prior notice of default and in the absence of payment by the Client, the amounts indisputably due within a period of ten (10) working days, the execution of all deliveries of Product(s) and/or Service(s) in progress up to the date of payment, without prejudice to its right to obtain compensation from the Client.

Any delay by the Client in the performance of its obligations shall also suspend by operation of law and without prior notice all agreed execution deadlines for the performance of the Services and/or Products.

Any damages – of any nature whatsoever – suffered by the Client as a result of a suspension will remain at the Client's sole expense.

19. Termination of the Agreement

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Unless otherwise agreed between the Parties regarding the termination of the Agreement, the following principles apply:

19.1. Termination for insolvency or bankruptcy : Without prejudice to the applicable national regulations in this area, a Party may terminate the Agreement, with immediate effect, without the intervention of a judge and without any compensation being due by the said Party, upon notification of a registered letter (i) when the other Party makes any arrangement for the benefit of its creditors or goes into liquidation (except for the purposes of merger or merger). reorganization); (ii) if a liquidator is appointed or a mortgage charge is taken on the business or assets (or a substantial portion thereof) of the other Party, and/or (iii) if the other Party is unable to pay its debts or ceases or threatens to cease carrying on business.

19.2. Termination for Convenience : Unless otherwise explicitly provided in the Special Terms, the Agreement may not be terminated for convenience.

19.3. Termination for cause (serious breach):

19.3.1. In the event that a Party commits a material breach of the Agreement (hereinafter the "Defaulting Party"), the other Party shall send to the defaulting Party a notice by registered mail specifying the breach committed by the latter and the intention to enforce this clause. The defaulting Party then disposes of

(i) fifteen (15) days from the date of receipt of such registered mail to remedy the breach or submit a concrete plan to remedy it ("Plan") (if remediable) and (ii) thereafter such additional time as may be agreed upon by the Parties for the execution of the plan. If the Plan is not submitted or executed within the stipulated deadlines, the "dispute" will be discussed according to the Dispute Resolution Procedure at the end of which, in the event of persistent disagreement and provided that the formalities referred to above have been complied with, the Party suffering the default may, without the intervention of a judge, by simply sending a registered letter to the defaulting Party, terminate the Contract on the date mentioned in this second registered letter or on any other date agreed between the Parties. No compensation shall be due to the defaulting Party.

19.3.2. Notwithstanding the previous clause, in the event of non-payment of an invoice within the stipulated period and provided that the invoice has not been the subject of a written dispute by the Client in accordance with the procedure laid down, the COMPANY may, after a payment reminder not followed by payment within ten (10) working days, terminate the Contract, without the intervention of a judge, with twenty (20) calendar days' notice, without any compensation being due by the COMPANY and without prejudice to the possibility for the COMPANY to claim full compensation for the damage caused to it by the end of the Contract.

19.4. Termination for Force Majeure/Unforeseen Circumstances :

The Contract may be terminated in accordance with the provisions relating to Force Majeure and Unforeseen Circumstances.

20. Consequences of the termination of the Contract

20.1. At the end of the Agreement, the following clauses shall apply: return or destruction of Confidential Information (clause 15.7.).

20.2. In the event of an early termination of a Contract, the COMPANY shall be entitled to demand, in addition to the payment of the Services and/or Products performed by the COMPANY up to the date of termination of the Contract, the payment of compensation which shall cover, without this list being exhaustive, (i) the cost of supplies already ordered by the COMPANY but not yet invoiced, (ii) the costs incurred by the COMPANY but not yet invoiced, (iii) compensation for loss of profits equivalent to thirty percent (30%) of the amounts that the COMPANY could have invoiced to the Client in the event of performance of the Contract until the end of the contractual period.

20.3. In the event of termination of the Agreement, the COMPANY shall provide the collaboration reasonably necessary to enable the orderly transfer of the agreed elements to be carried out with a view to their takeover by the Client and/or another service provider. Unless otherwise provided for in the invoicing methods, the services provided by the COMPANY in the context of these exit operations will be invoiced to the Client monthly according to the time worked on the basis of the hourly rate charged by the COMPANY.

20.4. Provisions of the Agreement which, by reason of their purpose and scope, are intended to continue, shall survive the termination of the Agreement.

21. Non-solicitation of personnel

21.1. Unless previously agreed by the COMPANY, the Client may not, directly or indirectly via an intermediary entity, solicit, poach or engage any person employed or engaged by the COMPANY (including its

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subcontractors), who has been involved at any time in the provision of the Services and/or Products. This prohibition is valid for the duration of the Agreement, as well as for a period of twelve (12) months from the day on which the Agreement ends.

21.2. A lump sum compensation amounting to twelve (12) months' gross full-time salary of the relevant employee shall be payable by the Client in breach of clause 21.1. For the calculation of this compensation, the last salary paid to this employee before the end of his employment contract will be taken as a reference. When the violation concerns a consultant or any other collaborator, the lump sum compensation will be equal to twelve (12) months of services invoiced on the basis of the hourly or daily rate of the consultant or full-time employee.

22. Security

22.1. Without prejudice to the specific commitments that are mentioned in the Offer, the COMPANY undertakes to take all reasonable measures to provide an adequate level of security in the provision of the Services.

22.2. The COMPANY's certifications are available at:

<https://www.keyes.eu/fr/confiance-conformites>

22.3. Each Party undertakes to notify the other Party, as soon as possible, of a security incident affecting the Services or the Client's data hosted by the COMPANY.

23. Audit

23.1. The Client authorizes during the term of the Agreement and at any time after the end of the Agreement during the audit term stipulated (i) in the license terms by the software publisher, or (ii) under the conditions imposed by the manufacturers, the audit/verification (a) of the use of licenses, hardware and/or Services and (b) compliance with all rights and limits of use of third-party software accessible directly or indirectly by Client in connection with the IaaS, PaaS and/or SaaS Services. Such audits will be carried out with reasonable notice, during business hours, in a proportionate manner and without undue disruption to the Client's business. To this end, the Client shall (i) maintain all documents relating to the Client Applications and the use of the software required for an audit by the software publisher, (ii) provide all information to the COMPANY and provide the COMPANY with access to the Infrastructure as part of such verification, (iii) if necessary, agree to the installation of software explicitly required to support the audit. Audits will be carried out by the COMPANY or by a mandated third party. The costs of the audit will be borne by the COMPANY, except in the event of non-compliance attributable to the Client, in which case the reasonable costs of the audit may be charged to the Client. The Client shall indemnify the COMPANY for any direct costs resulting from a proven breach of the terms of use attributable to it, insofar as these costs are claimed by the publishers or manufacturers concerned. The Client undertakes to indemnify the COMPANY for any non-compliance noted by the auditor that may be attributable to the Client and to bear all compliance costs, including penalties, that may be claimed from the COMPANY as well as audit costs. The services of the COMPANY's personnel collaborating in the conduct of the audit will be invoiced by the COMPANY at their standard rate. The Client shall assume all consequences, including financial consequences, resulting from a lack of cooperation on its part or its refusal to provide the information or access referred to above.

23.2. In order to prevent a breach of the security of the COMPANY's systems, the COMPANY shall have the right to carry out an audit on the security levels on the systems or equipment that are the subject of the Agreement and that are managed by the Client.

23.3. Audits required by a competent regulatory authority of the Client will be permitted.

23.4. The Client may, once every twelve (12) month period and/or in the event of a major security incident or reasonably suspected non-compliance, carry out or have carried out by an independent auditor an audit to verify the COMPANY's compliance with its related contractual obligations. The audit will be carried out with at least fifteen (15) working days' notice, during business hours, in a proportionate manner and without unduly disrupting the COMPANY's operations. The auditor will be subject to an obligation of confidentiality. The scope of the audit will be limited to what is strictly necessary, in order to preserve the confidential information of the COMPANY and the data of other Clients. Except in the event of a material breach, the costs of the audit shall be borne by the Client. In the event of a material breach attributable to the COMPANY, the COMPANY will bear the reasonable costs of the audit and implement, within an agreed period, a remediation plan.

23.5. All audits will be carried out in accordance with the standards of the Institute of Internal Auditors and in particular its code of ethics.

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23.6. Any audit shall be carried out in such a way that there will be a minimum of inconvenience and disruption/inconvenience to each Party.
23.7. The COMPANY will inform the Client when the COMPANY is informed of a planned audit.

24. Insurance of the Client's equipment hosted by the COMPANY

24.1. When the Client's equipment is hosted in the data centres made available by the COMPANY in the context of the performance of the Agreement, the Client is responsible for this equipment and will indemnify the COMPANY against any recourse by third parties due to damage suffered on equipment or equipment belonging to third parties who have contracted with the Client.

24.2. The Client must guarantee to the COMPANY that the equipment hosted in the data centres will be insured, at the Client's own expense, with insurance companies that are known to be solvent against the risks of fire, explosions, electrical damage, storms, water damage, sabotage, theft, and more generally against all risks related to the Client's activity, or that may result from its status as a user. In the event of damage to the Client's equipment, the companies insuring the Client's equipment will be called upon in the first instance.

24.3. The Client undertakes to take out a civil liability insurance policy in order to cover all damage caused to third parties (including the COMPANY) as a result of the equipment or its operation. Bodily injury, material and/or immaterial damage, whether or not consequential or not, must also be covered, including the costs of rebuilding buildings or installations damaged by this equipment.

24.4. At the request of the COMPANY, the Client shall present it with an insurance certificate attesting to these covers.

25. Miscellaneous

25.1. These General Terms and Conditions of Sale are written in French. In the event of any discrepancy, inconsistency or difficulty of interpretation between different language versions, only the French version shall prevail.

25.2. It is the Client's responsibility to inform the COMPANY, in writing, of (i) the regulations specific to the Client's activities and which are applicable to the COMPANY's performance of the Agreement and (ii) any changes to such regulations that may have an impact on the performance of the Agreement (including on the Services, service levels, price). The Client must translate these applicable legal and regulatory obligations into terms of functional needs and instruct the COMPANY accordingly.

25.3. The Client guarantees that the data or files that he/she has hosted or stored at the COMPANY in the context of the performance of the Contract are lawful and that they do not infringe or violate the rights of a Party or third parties, as well as public order, morality, laws and regulations in force according to the applicable legislation. In the event of non-compliance by the Client, the Client undertakes to indemnify the COMPANY from any claim or action that may be brought against it in this regard and to bear the damages, costs and legal defence related to such actions or claims.

25.4. Each of the Parties remains independent of the other in the legal relationship that is created between them during the conclusion and performance of the Contract. Nothing in the Agreement, nor the conduct of the Parties in the performance of the Agreement, shall give rise or be deemed to give rise to the formation of any company, association, temporary partnership, joint venture or any other form of cooperation between the Parties. Neither Party shall have the authority to make any statements or to act in the name, on behalf of, or to bind the other Party.
25.5. Neither Party may assign or transfer all or part of the Agreement for consideration or free of charge without the prior written consent of the other Party. Notwithstanding the foregoing, the Parties agree that this provision does not apply to internal reorganizations of the Parties and/or the group to which they belong, provided that they do not change the quality of the Services.

25.6. If it deems it appropriate, the COMPANY may subcontract, all or part of the services to be provided under the Contract, to related companies or to third parties chosen by the COMPANY.

25.7. The Client agrees that the COMPANY may mention the Agreement or the Client's name/logo as a reference for other contracts with other clients or in its advertising. When the Client is a natural person, the use of his name or any element allowing him to be identified as a commercial reference is subject to his prior, express and written consent. In any event, the Client has the right to withdraw its authorisation at any time for the future, by written notification, without this withdrawal affecting the lawfulness of previous uses.

25.8. Unless otherwise expressly provided by law or expressly stipulated otherwise, any communication, notification, information or exchange

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between the Parties in the context of the negotiation, conclusion or performance of the Contract may validly be made by electronic means, in particular by e-mail. The Parties acknowledge that electronic communications exchanged between them have the same legal and probative value as a written document on paper, in accordance with the provisions of applicable Belgian law, including in terms of evidence and enforceability, and that they may be produced as such in court.

25.9. A waiver of a right or remedy shall be effective only if it is expressed in writing and only in the case and for the purpose for which it is given. No rights or remedies under or in connection with the Agreement may be excluded, waived or impaired by:

- any failure or delay in its exercise;
- any single or partial exercise of this right;
- any previous waiver, total or partial;
- any failure by a Party to rely on a default by the other Party.

25.10. If any provision of the Agreement is or becomes illegal, invalid, unenforceable or unenforceable, the remaining provisions shall remain in strict force and the Parties shall negotiate in good faith its replacement with a valid and enforceable provision with the effects closest possible to the original intention of the Parties.

25.11. Any changes to the Agreement will require a written agreement signed by all Parties to be valid.

25.12. Unless there is an emergency justifying the initiation of summary proceedings, any dispute or dispute relating to the Contract must first be negotiated by the respective officials of each Party with the aim of reaching an amicable settlement. In the event of non-conciliation, any dispute relating to the validity, interpretation, performance or non-performance, breach of the Contract falls under the exclusive jurisdiction of the courts of the district of Liège, even in the event of a third party claim or multiple defendants or plaintiffs. The Agreement shall be governed by, and construed in accordance with, Belgian law (without reference to conflict of law provisions).

SECTION II Additional specific provisions for certain services

26. Services with Infrastructure Management

26.1. Services including infrastructure management services are those listed in our Service Catalogue, which is available for communication on first request.

26.2. The Client will comply with the maintenance cycles defined by the COMPANY (or its suppliers). If Client decides to deviate from this cycle, Client will bear any additional costs (including support and licensing) that may result from such waiver.

26.3. The COMPANY is not responsible for any discontinuation of support or maintenance of a product from a third-party provider.

27. Assistance

27.1. When the Client requests services in the context of specific assistance, such as, by way of example, but not limited to, consultancy, consulting or training services, the provisions below shall also apply. These services can be invoiced separately from the initial contract between the COMPANY and the Client.

27.2. The COMPANY will provide the Client with the assistance services that are provided for in the Special Conditions concluded between the COMPANY and the Client.

27.3. The Services will be provided by a person with the profile identified in the Special Terms and Conditions (the engagement letter, mission order, etc.). Unless expressly provided otherwise, the identity of the employee assigned by the COMPANY to perform the Services is not an essential element of the Contract and the COMPANY has the right to replace any collaborator with another person, without the Client being able to oppose it. The Client may request, subject to reasonable justification, the replacement of an employee. If the justifications are reasonable, the COMPANY will replace the employee as soon as possible according to the availability of an equivalent profile.

27.4. The Services may only be terminated under the terms set out in the Specific Conditions.

27.5. The instructions listed below given to the employee by the Client do not constitute any exercise of employer authority. The Client is authorised to give the employee:

- all instructions relevant or necessary for the performance of the Services, including, but not limited to, instructions relating to access to the premises, health and safety (welfare) rules, opening hours and operation (without regard to working hours), administrative procedures applicable to the relevant venue (access controls, use of parking, etc.). registration/access systems,...);

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- instructions relating to the proper performance of the Services in accordance with the terms and conditions agreed between the Parties (planning, procedures, methodologies, instructions for the use of the Client's infrastructure, hardware and/or software, etc.), the execution plan, the specificities of the activities and the estimated deadline, the keeping of a time-sheet to know the exact extent of the services provided and to allow the monitoring of projects;
- instructions to ensure the confidential treatment of confidential information and computer security.

27.6. The instructions described below are the exclusive competence of the COMPANY, as the employee's employer or co-contractor. Under no circumstances may the Client give the employee any instructions, in particular the instructions relating to the recruitment or contracting policy; the policy on salary/financial conditions, working conditions, the training policy, with the exception of training that is necessary and agreed for the performance of the Services, the policy on working time/working time; the authorisation, justification or control of absences; disciplinary policy; appraisal interviews (performance, competence, career management, etc.) and operational interviews.

SECTION III Specific provisions on the protection and use of personal data (Data Processing Agreement)

28. Definitions

"Data Protection Legislation" means any regulation of the European Union and/or its Member States, including, but not limited to, acts, directives and regulations for the protection of personal data, in particular the European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR") and national laws on the protection of individuals with regard to the processing of personal data.

The Client acts as a data controller (hereinafter "Data Controller") and the COMPANY acts as a processor (hereinafter "Processor") of personal data (hereinafter "Data") within the meaning of Article 28.3 of the GDPR.

29. Purpose

In the context of the performance of the Agreement, the Processor may process Client Data on behalf of the Controller. In this case, the Processor will process such Data in accordance with the written instructions of the Controller. A list of the purpose and duration of the processing, the nature and purpose of the processing, the type of Data and the categories of data subjects is included in the Contract, which it is the responsibility of the Data Controller to complete. The Processor shall inform the Controller if it considers that an instruction constitutes a violation of the GDPR or any other applicable provision. It may suspend the execution of the investigation concerned until its lawfulness is confirmed.

30. Security of Data Processing

In accordance with Article 32 of the GDPR, the Processor guarantees that it will implement throughout the term of the Agreement the appropriate technical and organizational measures agreed to preserve the Data. In particular, the Processor will protect the Data against loss, destruction, damage, disclosure, degradation or unauthorized or unlawful processing.

31. Compliance obligations

At the request of the Data Controller, the Processor will cooperate in the preparation of a Data Protection Impact Assessment as well as in the regular updates of this analysis. Pursuant to Article 28 of the GDPR, the Processor, taking into account the nature of the processing, shall assist the Controller, by appropriate technical and organisational measures, to the greatest extent possible, in fulfilling its obligation to comply with requests submitted to it by data subjects in order to exercise their rights under Chapter III of the GDPR. The Data Processor will notify the Data Controller and in particular its DPO without delay if the Client has one and its Data Controller if not, any complaint, request or opinion from a data subject who would exercise the rights conferred on him or her by the Data Protection Legislation. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in the Data Protection Legislation, including to enable audits or inspections to be carried out by the Controller or an external auditor appointed by the Controller, and to contribute to such audits.

32. Localization of processing

The Processor will process the Controller Data, whether by itself or through third parties, in a location within the European Union. However,

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in specific situations, such as expert-level support interventions, to ensure the continuity of services, or the use of software and online services of software publishers (or their subcontractors) potentially located outside the European Union, the Data Controller accepts and gives its general agreement that a transfer to a third country may take place, subject to the existence of an adequacy decision within the meaning of Article 45 of the GDPR or the effective implementation of appropriate safeguards within the meaning of Article 46 of the GDPR, such as the signing of the standard contractual clauses adopted by the European Commission for the transfer of Data to third countries (2021/914/EU).

33. Data Breach Management

33.1. In the event of a breach of Data in the context of its processing, the Processor will assist the Controller in ensuring compliance with the obligations arising from the Data Protection Legislation and in particular Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Processor. If deemed necessary, the Data Controller will inform data subjects and third parties, including the Data Protection Authority, of the Data Breach.

33.2. The Data Processor notifies, on its own initiative to the Data Controller, and in particular to its DPO if the Client has one, any Data breach or suspected Data breach as soon as possible after becoming aware of it, by sending an email to the appropriate person, without a systematic monitoring being organised.

34. Use of a Subordinate Subcontractor

34.1. In accordance with Article 28.2 of the GDPR, the Processor will not engage another processor ("Tier Processor") without the prior written consent of the Controller.

In the context of the performance of the Contract, the Client, in its capacity as Data Controller, generally authorises the COMPANY, in its capacity as a Data Processor, to use second-tier subcontractors for the provision of the Services.

The COMPANY ensures that any sub-processor is subject to Data protection obligations equivalent to those provided for in the Contract and the applicable regulations, in accordance with Article 28 of the GDPR.

The Data Controller is aware of the second-tier Data Processors existing at the time of signing the Agreement involved in the provision of services to the COMPANY (for S.L.M. in particular Microsoft, Dell, HPE, Cisco, VMware, CITRIX, ATLASSIAN, NETAPP, VEEAM), or acting specifically for the Contract and as identified in the Offer or in the Specific Conditions, and to which he agrees. The Data Processor shall provide the Data Controller, upon request, with a list of the second-tier Data Processors involved in the contractual relationship between the Client and the COMPANY, including for each of them, their identity, their contact details, the nature of the Data processed by them as well as the purposes and duration of the processing entrusted to them. The Processor will inform the Controller in the event of future use of a Secondary Processor. The Data Controller shall, where appropriate, raise reasonable objections, with reasons, within fifteen (15) days of such notification.

34.2. In accordance with Article 28.4 of the GDPR, the Processor will only use Tier 28.4 Processors that provide sufficient guarantees to implement the appropriate technical and organizational measures so that the processing of the Data meets the requirements of the Agreement, the Data Protection Legislation and ensures the protection of the rights of the data subject.

34.3. The Processor shall impose on its Subordinate Processor(s) data protection obligations as stringent as those arising from this Data Processing Agreement.

35. Return and Deletion of Data

Within three (3) months after the end of the Agreement or at the first request of the Controller, the Processor shall, at the Controller's discretion:

- a) delete all copies of the Controller Data stored or processed by the Processor, or
- b) return all Data to the Controller in a structured, easily reusable and interoperable format and then delete existing copies, in which case the Controller shall pay the Processor, unless European Union or Member State legislation requires the retention of the Data. In this case, the Processor shall inform the Controller.

36. Processing of the Data of the contracting parties

36.1. The Data of the contact persons of one Party (name, surname, position, telephone numbers, email address, languages) is processed by the other Party in accordance with the Data Protection Legislation to enable the conclusion and proper performance of the Agreement (which

includes ordering, execution, invoicing, reporting, security. In addition, by providing its Data, the Party (which then acts as a data controller) gives the other Party express permission to process such information for and to the extent necessary for the purposes stated above. The Data referred to in this article is kept for five (5) years after the end of the Contract concerned.

36.2. The Parties or their contact persons may obtain, free of charge – if it is a reasonable volume – from the Data Controller concerned by this article, the written communication of the Data and the portability of the Data, as well as, where appropriate, the rectification, limitation of processing, deletion of those that are inaccurate, incomplete or irrelevant. If no action has been taken on the application thirty (30) days after its submission, it will be considered rejected. They may also address or lodge a complaint with the Data Protection Authority for the exercise of these rights.