

General Terms and Conditions of Sale, Delivery, Licence and Maintenance

Dukem Solutions SRL - RIMSES / Racordo (formerly RAW)
Version 01/06/2026

Service Provider	Dukem Solutions SRL
Registered office	Rue du Ruisseau 29, 1370 Jodoigne, Belgium
Company number / VAT	1031.470.581 / BE 1031.470.581
Website	www.dukem.solutions
Contact	accounting@dukem.solutions

These general terms and conditions apply to offers, agreements, deliveries, licences, maintenance and support services, integration, consulting and development services provided by Dukem Solutions SRL, a company incorporated under Belgian law, having its registered office at Rue du Ruisseau 29, 1370 Jodoigne, Belgium, registered with the Crossroads Bank for Enterprises under number 1031.470.581, hereinafter referred to as "Dukem Solutions".

This document was originally drafted in French. In the event of any inconsistency with a translated version, the French version shall prevail, unless otherwise agreed in writing.

Article 1 - Scope of application

These general terms and conditions apply to any offer issued by Dukem Solutions and to any agreement entered into with its professional customers, hereinafter referred to as the "Customer", unless expressly, specifically and in writing derogated from and signed by Dukem Solutions.

The Customer's general terms and conditions are excluded, even if they are communicated subsequently or referred to in a purchase order, unless they have been specifically accepted in writing by Dukem Solutions.

Any order, use of software, acceptance of a delivery, request for intervention or access to the services shall constitute acceptance of these general terms and conditions.

The products and services are intended for professional use. Any non-professional use must be notified in writing in advance.

For the purposes of these terms and conditions, the Customer is an enterprise within the meaning of Article I.1, 1° of the Belgian Code of Economic Law, hereinafter the "CEL". Book VI, Titles 2 and 3, of the CEL relating to consumer protection are expressly excluded.

Article 2 - Offers, orders and scope

Offers issued by Dukem Solutions are valid for thirty (30) days, unless otherwise stated. They constitute estimates based on the information available at the time they are issued.

An agreement shall only be formed after written acceptance by Dukem Solutions, signature of an agreement, issuance of a purchase order accepted by Dukem Solutions, or commencement of performance without any objection from the Customer.

The scope of the services is limited to the items expressly described in Dukem Solutions' offer, the signed agreement, the Statement of Work, the purchase order or the applicable support document, in each case as duly accepted by Dukem Solutions.

Any service not expressly included, including additional analysis, training, migration, interface, specific documentation, travel, urgent intervention or any other additional work, may be invoiced separately at the applicable rates.

Any change to the initially agreed scope shall be subject to a written change request submitted by either party. No scope change shall be performed before the signature of an amendment or an additional purchase order accepted by Dukem Solutions. Work performed on verbal instruction without prior written confirmation may be refused or invoiced at the applicable rates.

Article 3 - Prices and indexation

Prices are stated exclusive of VAT, taxes, transport costs, travel expenses, accommodation costs, communication costs, translation costs, training costs and disbursements, unless otherwise stated.

Prices relating to licences, subscriptions, maintenance, support and other recurring services may be indexed annually, unless otherwise provided in an agreement, offer, purchase order or specific maintenance, support or service level agreement. Where the applicable contractual document provides for a specific formula, index, indexation date or review method, that provision shall prevail over these general terms and conditions.

Failing any specific provision, annual indexation may be applied in January according to the following formula: $P1 = P0 \times (0.2 + 0.8 \times S1/S0)$.

P1 means the new price. P0 means the contractual price or the latest revised price. S1 means the reference labour cost index for companies in the digital sector published by Agoria on the basis of Joint Committee 200 for the month preceding the annual January revision. S0 means the same index for the month preceding the formation of the agreement in accordance with Article 2 or the last annual revision.

Rates applicable to non-recurring or future services, including consulting, development, integration, training, interventions, assistance, time-and-materials services or work not included in a support or maintenance agreement, may be adjusted periodically by Dukem Solutions. Unless a fixed price has been expressly agreed for a specific order, such services shall be invoiced at the rates in force at the time of their order or performance, provided that such rates have been communicated or published beforehand.

Dukem Solutions may pass on documented price increases imposed by publishers, manufacturers, cloud providers, hosting providers or subcontractors. If such an increase exceeds twenty per cent (20%) for a service not yet delivered or for a future service period, the Customer may terminate the relevant part within five (5) business days following notification. Failing termination within this period, the price increase shall be deemed accepted.

Article 4 - Delivery, performance and acceptance

Deadlines, schedules and delivery dates are indicative, unless they are expressly qualified in writing as binding. Under no circumstances may late delivery give rise to cancellation of the agreement or to late-delivery compensation in favour of the Customer. In the event of delay, the Customer may not have the agreement performed by a third party at the expense of Dukem Solutions.

The Customer shall provide in due time the access rights, environments, information, validations, internal contacts, business resources, data and decisions required for the performance of the services. Any delay or failure by the Customer shall extend the deadlines and may give rise to additional invoicing.

Material deliveries are made ex works, unless otherwise agreed. Risks are transferred to the Customer upon delivery or availability.

Any complaint relating to the delivery, condition, operation or conformity must be notified in writing within ten (10) business days following delivery or availability. Failing this, the delivery shall be deemed accepted.

For software, developments, configurations or interfaces, the absence of written and reasoned reservations within fifteen (15) days following availability, or use in production, shall constitute acceptance.

Article 5 - Payment

Invoices are payable within thirty (30) days from their date of issue, without discount, withholding or set-off, unless otherwise agreed in writing.

Any dispute relating to an invoice must be notified in writing within fifteen (15) days from its issue. The undisputed part shall remain immediately payable.

In the event of late payment, interest shall be due by operation of law at the statutory rate applicable to commercial transactions under the Belgian Act of 2 August 2002, or at one per cent (1%) per commenced month if that statutory rate is lower. A fixed recovery indemnity of fifteen per cent (15%) of the unpaid amount shall also be due, with a minimum of one hundred and twenty-five euros (EUR 125), without prejudice to the right to claim higher damages.

In the event of late payment or serious doubt as to the Customer's solvency, Dukem Solutions may suspend its services, amend the payment terms, require guarantees or terminate the agreement in accordance with these terms and conditions.

Delivered materials remain the property of Dukem Solutions until full payment of the price, including any interest and costs.

Article 6 – Intellectual property, licences and rights of use

6.1 General principles

Unless expressly transferred in writing, no intellectual property right is transferred to the Customer in the context of the performance of the agreement.

Dukem Solutions remains the sole owner of the rights, or the beneficiary of the necessary rights, to all its software, applications, interfaces, modules, methods, databases, models, architectures, analyses, specifications, documentation, know-how, developments, improvements, connectors, scripts, components, pre-existing or generic tools and, more generally, any element that may be protected by an intellectual property right or that constitutes know-how, whether or not developed under the agreement or for a specific customer.

Specific developments carried out for the Customer are governed by the applicable agreement. Failing any contrary provision, they are provided under a right-of-use licence and are not transferred in ownership.

6.2 Right-of-use licence

Dukem Solutions may make available to the Customer software, specific developments, configurations, interfaces, connectors, documentation or any other software element required for the performance of the services.

Unless expressly agreed otherwise in writing, the Customer is granted only a personal, limited, non-exclusive, non-transferable and non-sublicensable right of use, strictly reserved for its internal professional needs, for the duration, territory, functional scope, users, legal entities, sites, environments,

volumes and metrics expressly provided for in the agreement, and in consideration of the remuneration provided for in the agreement.

Specific developments carried out for the Customer are also, unless otherwise agreed in writing, licensed for use in accordance with the terms of the agreement and do not give rise to any transfer of intellectual property.

6.3 Restrictions on use

Unless prior written authorisation is granted by Dukem Solutions or unless otherwise provided by mandatory law, the Customer undertakes in particular not to copy, reproduce, adapt, distribute, assign, transfer, resell, sublicense, rent, commercialise, make available to third parties, decompile, disassemble, reverse engineer, circumvent security or licence management systems, modify the software, create derivative works, remove intellectual property notices or use the software beyond the limits provided for in the agreement.

More generally, any use that is not expressly authorised is prohibited.

6.4 Third-party software and open source

Third-party software and open-source components remain subject to the licence terms of their respective publishers or authors. The Customer acknowledges that it is aware of the existence of these terms and undertakes to comply with them.

Dukem Solutions assumes, in respect of such third-party software and open-source components, no warranty, liability or obligation broader than those accepted by the relevant publisher or author. Dukem Solutions shall not be liable for changes, removal of functionalities, changes in commercial policy, price increases, usage restrictions, service interruptions or discontinuation of support decided by their publishers or authors.

6.5 Licence compliance and audit

The Customer is solely responsible for compliance with the applicable licence terms and for the management of its users, access rights, environments and usage metrics.

Dukem Solutions reserves the right, directly or through an independent third party, to conduct a licence compliance audit once per calendar year, subject to ten (10) business days' prior notice. The Customer undertakes to cooperate and promptly provide all information, documentation or access reasonably required.

The costs of the audit shall be borne by Dukem Solutions, unless the audit reveals an overuse of the granted rights or non-compliant use. In such case, the Customer shall immediately regularise its situation, pay the corresponding additional licences, subscriptions or fees, pay retroactively the amounts due from the beginning of the overuse, pay a fixed surcharge of fifteen per cent (15%) and reimburse the reasonable audit costs incurred by Dukem Solutions.

6.6 Infringement of intellectual property rights

Any infringement of Dukem Solutions' intellectual property rights, any use exceeding the granted rights or any unauthorised use of software, developments or documentation constitutes a serious contractual breach.

Without prejudice to any other remedy, Dukem Solutions may immediately suspend the relevant rights of use or terminate the agreement due to a breach attributable to the Customer. The Customer shall fully indemnify Dukem Solutions for all damage suffered. Such indemnification may not be less than a fixed amount of twenty-five thousand euros (EUR 25,000) per established infringement, without prejudice to Dukem Solutions' right to prove higher damage.

Article 7 - Warranty, maintenance and support

Dukem Solutions shall perform its services with the reasonable professional care expected from an experienced IT service provider, under a best-efforts obligation, unless a result obligation is expressly stipulated.

The warranty applicable to Dukem Solutions' proprietary software is limited to the correction, within reasonable and commercially feasible limits, of reproducible non-conformities notified in writing within thirty (30) days following delivery or acceptance.

The warranty does not apply in the event of improper use, unauthorised modification, non-compliant environment, incident caused by a third party, external integration, incorrect data, lack of backup or failure to comply with instructions.

Service levels, response times, service windows, corrective, evolutionary or preventive maintenance shall only apply if provided for in a signed support or maintenance agreement.

Dukem Solutions may replace a correction with a reasonable workaround where such workaround enables operational continuity.

Article 8 - Data, backups and security

The Customer remains responsible for its data, the quality of the data provided, and its backup, restoration, access control, security and business continuity procedures.

Unless Dukem Solutions is expressly entrusted with a specific assignment, the Customer must at all times have sufficient backup copies of its programs, files, databases and configurations.

Dukem Solutions shall not be liable for loss or alteration of data where such loss or alteration could have been avoided through appropriate backups, controls or security measures implemented by the Customer.

Interventions on the internet, cloud, networks, remote connections or third-party environments are subject to the inherent risks of such environments. Dukem Solutions shall not be liable for incidents resulting from hacking, operator interruption, incorrect external configuration or third-party service.

Article 9 – Personal data protection

Each party shall comply with the applicable regulations on the protection of personal data, including Regulation (EU) 2016/679, the General Data Protection Regulation, hereinafter the “GDPR”.

Where Dukem Solutions processes personal data on behalf of the Customer, the parties shall enter into or apply a data processing agreement defining the roles, purposes, security measures, subcontractors and assistance arrangements.

The Customer warrants that it has a legal basis for the data communicated to Dukem Solutions and that the data subjects have received the required information.

Dukem Solutions shall take reasonable technical and organisational measures, taking into account the nature of the processing, the state of the art, the risks and the contractually agreed scope.

Article 10 – Confidentiality and commercial references

Each party shall treat as confidential the non-public information received from the other party in the context of the contractual relationship.

This obligation does not apply to information that is public, already lawfully known, received from a third party without a confidentiality obligation, independently developed or required by a competent authority.

Unless the Customer objects in writing, Dukem Solutions may mention the Customer's name and logo as a general commercial reference. Any targeted communication or specific press release shall be submitted to the Customer in advance.

The disclosure of contractual clauses useful for the defence of an auxiliary person involved in a dispute relating to the performance of the agreement shall not constitute a breach of confidentiality.

The confidentiality obligations provided for in this article shall survive for three (3) years after expiry or termination of the agreement. However, trade secrets, sensitive technical information, security elements, information relating to software, architectures, methods, source code, data models, know-how and information that retains its confidential nature shall remain protected for as long as they have not lawfully entered the public domain.

Article 11 – Liability

Dukem Solutions' liability is limited to direct, proven damage attributable to a contractual fault of Dukem Solutions.

Unless otherwise required by mandatory law, the total compensation payable by Dukem Solutions for all claims relating to the relevant service shall be capped at the lower of the amounts actually paid by the Customer for that service during the twelve (12) months preceding the event giving rise to liability and fifty thousand euros (EUR 50,000). For recurring services, the relevant service means the service, subscription, maintenance or support to which the event giving rise to liability is directly related.

Excluded are indirect damages, loss of profit, loss of turnover, loss of customers, reputational damage, loss of data, data reconstruction costs, business interruption, third-party claims and damage caused by the Customer, a third party, a publisher, a hosting provider or an external environment.

The Customer is responsible for security, backup, control, business validation and general IT management measures.

Any non-contractual liability between the parties and towards their auxiliary persons is excluded for damage resulting from the non-performance of a contractual obligation, within the limits permitted by applicable law.

The limitations and exclusions of liability provided for in this article shall not apply in the event of intentional fault by Dukem Solutions, in accordance with Article 5.89 of the Belgian Civil Code.

Article 12 - Force majeure

Neither party shall be liable for a failure caused by an unforeseeable, irresistible or external event making performance impossible or unreasonably difficult.

Force majeure shall include, without limitation: a major telecommunications outage, a widespread cyberattack, an outage of a cloud provider or critical supplier, a government decision, an external strike, a pandemic, war, sanction, export restriction, shortage or failure of an essential supplier.

The affected party shall inform the other party and may suspend its obligations for the duration of the event. If the event lasts more than sixty (60) days, either party may terminate the affected part of the agreement without compensation.

Article 13 - Cancellation and termination

In the event of full or partial cancellation of an order by the Customer, Dukem Solutions may require performance of the agreement or claim minimum compensation equal to fifty per cent (50%) of the value of the order or of the cancelled part, without prejudice to the right to prove higher damage.

Dukem Solutions may suspend or terminate the agreement in the event of non-payment, licence breach, infringement of its intellectual property rights, lack of cooperation, insolvency, bankruptcy, liquidation or serious breach by the Customer.

Either party may terminate in writing in the event of a serious breach by the other party that is not remedied within a reasonable period following formal notice, except in cases of urgency or irremediable breach.

In the event of termination due to a breach attributable to the Customer, the Customer shall pay Dukem Solutions an amount equal to twenty per cent (20%) of the order price, without prejudice to Dukem Solutions' right to claim compensation for the damage suffered. This indemnity shall not be cumulative with the cancellation indemnity provided for in the first paragraph of this article for the same facts, Dukem Solutions being entitled to claim the higher indemnity, without prejudice to its right to prove higher damage.

In the event of expiry or termination of the agreement, for any reason whatsoever: (i) the licence rights granted to the Customer shall automatically cease on the effective date of expiry or termination; (ii) the Customer shall immediately cease using the relevant software and confirm its uninstallation in writing within thirty (30) days; (iii) amounts due up to the effective date of expiry or termination shall remain payable; and (iv) clauses intended to survive, including intellectual property, confidentiality, liability and applicable law, shall remain in force.

Throughout the entire duration of the contractual relationship between the parties and for a period of twenty-four (24) months following the performance of the delivery or the provision of the services, the Customer shall refrain from directly or indirectly soliciting or attempting to solicit, for its own account or for the account of another company, the services of an employee or service provider of Dukem Solutions with a view to hiring such person.

Article 14 – Compliance, sanctions, import/export

The parties undertake to comply with the applicable laws on fraud prevention, anti-corruption, anti-money laundering, international sanctions, export control, cybersecurity and data protection.

The Customer warrants that it shall not use Dukem Solutions' products or services in a manner contrary to applicable export laws, sanctions, embargoes or restrictions, including applicable European, US and international regulations.

Neither party is required to perform an obligation if such performance exposes it to a breach of sanctions, export rules, dual-use goods control rules or mandatory legal obligations.

Any materially significant breach of this article may justify immediate suspension or termination of the agreement.

Article 15 – General provisions

Failure to exercise a right shall not constitute a waiver of that right.

The invalidity of a clause shall not affect the validity of the other clauses. The parties shall replace the invalid clause with a valid clause having an economic effect as close as possible to the original effect.

The Customer may not assign its rights or obligations without Dukem Solutions' prior written consent. Dukem Solutions may assign its receivables or transfer the agreement in the context of a reorganisation, transfer of business or intra-group transaction.

These general terms and conditions bind the parties, their successors and assigns.

Any formal notice provided for in these general terms and conditions must be sent in writing to the address of the registered office of the receiving party, by registered mail with acknowledgement of receipt or by email to the contact address mentioned in the offer or agreement, with electronic acknowledgement of receipt. The date of notification shall be the date of first presentation or of the email acknowledgement of receipt.

In the event of inconsistency between the contractual documents, the following order of precedence shall apply:

- (i) The signed agreement or the specific terms expressly accepted by Dukem Solutions
- (ii) The Statement of Work, the accepted offer or the purchase order accepted by Dukem Solutions
- (iii) The applicable support, maintenance or service level agreement, and
- (iv) These general terms and conditions.

The Customer's general terms and conditions are excluded and shall not apply, unless expressly, specifically and in writing accepted by Dukem Solutions.

These general terms and conditions, the offer and/or the signed agreement constitute the entire agreement between the parties with respect to their subject matter and replace any prior agreement, communication or negotiation relating to the same subject matter.

Dukem Solutions may amend these general terms and conditions subject to thirty (30) days' prior notice by email or publication on its website. Failing written objection from the Customer within this period, the new terms and conditions shall be deemed accepted. In the event of objection, the Customer may terminate the ongoing agreements within an additional period of thirty (30) days without compensation, with the previous terms and conditions remaining applicable until the effective termination. Amendments shall apply only to future orders, renewals, contractual periods or services and shall not retroactively amend rights and obligations already performed.

Article 16 – Applicable law and competent jurisdiction

The agreements are governed by Belgian law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

Before initiating any legal proceedings, the Customer shall submit in writing to Dukem Solutions any technical complaint relating to the relevant hardware, software or service and shall allow Dukem Solutions a reasonable period, of at least thirty (30) days, to examine it and propose a solution.

Unless otherwise required by mandatory law, any dispute shall fall within the exclusive jurisdiction of the French-speaking courts of the judicial district of Walloon Brabant.

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