

General terms and conditions of sale, delivery, licensing and maintenance

Dukem Solutions SRL - RIMSES / Racordo (formerly RAW)

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

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

Where a quotation, purchase order or contract concerns the supply or making available of Software, these general terms and conditions, supplemented by the specific terms of that document, constitute the licence terms applicable to the Software. No separate end-user licence agreement issued by Dukem Solutions is required, unless expressly agreed in writing.

Document drawn up 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 every quotation issued by Dukem Solutions and every contract entered into with its customers (the 'Customer'), unless expressly derogated from in writing and signed by Dukem Solutions.

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

Any order, use of software, acceptance of a delivery, request for intervention or access to services constitutes 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 (the 'CEL'). Book VI, Titles 2 and 3, of the CEL concerning consumer protection are expressly excluded.

For the purposes of these terms and conditions, 'Software' means the computer program or programs published, distributed or licensed by Dukem Solutions and identified in the applicable quotation, purchase order or contract, including the accompanying modules, components, interfaces, media and electronic or printed documentation, as well as any corrections, updates or new versions actually provided to the Customer under the contract. The Software includes source code only where its delivery and the corresponding rights have been expressly provided for in a written document signed by Dukem Solutions. Third-party software and components remain subject to Article 6.4.

Article 2 – Quotations, orders and scope

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

A contract is formed only upon written acceptance by Dukem Solutions, signature of a contract, issuance of an accepted purchase order or commencement of performance without objection.

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

Any services not expressly included, including additional analysis, training, migration, interfaces, specific documentation, travel or urgent interventions, may be invoiced separately at the rates then in force.

Any change to the initially agreed scope shall be the subject of a written change request submitted by either party. No change of scope shall be implemented before an amendment has been signed or an additional purchase order has been accepted by Dukem Solutions. Work requested on verbal instructions without prior written confirmation may be refused or invoiced at the rates then in force.

Article 3 - Prices and indexation

Prices exclude VAT, taxes, transport, travel, accommodation, communications, translation, training and out-of-pocket expenses, unless otherwise stated.

Prices for licences, subscriptions, maintenance, support and recurring services may be indexed annually in January in accordance with the formula: $P1 = P0 \times (0.2 + 0.8 \times S1/S0)$.

- P1 means the new price
- P0 means the contractual price or the last revised price
- S1 means the reference labour cost index for digital sector companies published by Agoria on the basis of Joint Committee 200 (CP200), for the month preceding the annual January revision
- S0 means the same index for the month preceding the date on which the contract was formed pursuant to Article 2, paragraph 2, or the last annual revision

Dukem Solutions may pass on increases imposed by publishers, manufacturers, cloud providers, hosting providers or subcontractors. If an increase exceeds 20% for a supply or service not yet delivered, the Customer may terminate the part concerned within fifteen (15) business days following notification.

Article 4 - Delivery, performance and acceptance

Time limits, schedules and delivery dates are indicative, unless a written commitment is expressly stated to be binding. Under no circumstances shall delayed delivery entitle the Customer to cancel the contract or claim compensation for delay. In the event of delay, the Customer may not have the contract performed by a third party at Dukem Solutions' expense.

The Customer shall provide in due time the access, environments, information, approvals, business resources, data and decisions necessary for performance of the services. Any delay or failure on the Customer's part shall extend the time limits and may result in additional invoicing.

Physical goods are delivered ex works, unless otherwise agreed. Risk passes to the Customer upon delivery or when the goods are made available.

Any complaint concerning delivery, condition, operation or conformity must be notified in writing within five (5) business days following delivery or making available. Failing this, the delivery shall be deemed accepted.

For software, developments, configurations or interfaces, the absence of reasoned written reservations within fifteen (15) days of making available, or use in production, constitutes acceptance.

Article 5 - Payment

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

Any dispute concerning an invoice must be submitted in writing within fifteen (15) days of its issue. The undisputed portion remains immediately due and payable.

In the event of late payment, interest at the statutory rate applicable to commercial transactions under the Law of 2 August 2002, or at 1% per month commenced if that statutory rate is lower, shall accrue automatically, together with a fixed recovery charge of 15% of the unpaid amount, subject to a minimum of EUR 125, without prejudice to the right to claim compensation for greater loss.

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 security or terminate the contract in accordance with these terms and conditions.

Hardware delivered shall remain the property of Dukem Solutions until the price, including any interest and costs, has been paid in full.

Article 6 - Intellectual property, licences and rights of use

6.1. General principles

Unless expressly assigned in writing, no intellectual property rights are transferred to the Customer in the course of performance of the contract.

Dukem Solutions remains the sole holder of the rights, or the beneficiary of the necessary rights, in all software, applications, interfaces, modules, methods, databases, models, architectures, analyses, specifications, documentation, know-how, developments, improvements, connectors,

scripts, components and, more generally, any pre-existing or generic element or any element developed under the contract (whether or not developed for a specific customer) that may be protected by an intellectual property right or constitutes know-how.

6.2. Licence to use

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

Unless expressly agreed otherwise in writing, the Customer is granted only a personal, limited, non-exclusive, non-transferable, non-assignable and non-sublicensable right of use, strictly limited to its internal professional needs, for the duration, territory, functional scope, users, legal entities, sites, environments, volumes and metrics expressly provided for in the applicable quotation, purchase order or contract, and subject to the remuneration specified therein.

The Customer may install, load, run and use the Software only within the limits of the number of copies, instances, environments, users, databases, sites or any other licence metric expressly defined in the applicable quotation, purchase order or contract. Transient or incidental copies automatically created during installation, loading, execution or updating of the Software are permitted insofar as they are technically necessary for use in accordance with the licence and are not independently exploited. They may not result in an increase in the number of users, instances, environments, databases or any other agreed licence metric.

The Customer may make such backup copies of the Software as are necessary for its lawful use, in accordance with Article XI.299, § 2, of the Belgian Code of Economic Law. Such copies are subject to the same restrictions on use, confidentiality obligations and security measures as the principal Software. They may not be used simultaneously as additional installations, made available to third parties or exploited independently of the licence right granted to the Customer.

Where a quotation, purchase order or contract identifies the right of use as an evaluation, trial or demonstration licence, the Customer may use the Software exclusively for its internal evaluation purposes, to the exclusion of any production use or commercial exploitation, and only during the period expressly specified in the applicable document. Upon expiry of that period, the right of use shall terminate automatically, unless a licence is entered into in writing.

Bespoke developments carried out for the Customer are also, unless otherwise agreed in writing, licensed for use in accordance with the terms of the contract and do not entail any assignment of intellectual property rights.

6.3. Restrictions on use

Unless authorised in advance in writing by Dukem Solutions or otherwise permitted by a mandatory provision of law, the Customer shall, in particular, refrain from:

- copying, reproducing, adapting or distributing all or part of the software or documentation;
- assigning, transferring, sublicensing, renting out, marketing, making available or allowing third parties to use the software;
- decompiling, disassembling, reverse engineering or attempting to access the source code;
- circumventing or disabling security, access control or licence management mechanisms;
- modifying the software, creating derivative works or incorporating all or part of the software into other products;
- removing or altering intellectual property rights notices;
- using the software beyond the limits set out in the Contract.

In general, any use not expressly authorised is prohibited.

For the purposes of these terms and conditions, a 'Modification' means any intervention affecting the Software's source code or object code, architecture, data structures, scripts, interfaces, components, security mechanisms or technical parameters.

Any Modification is strictly prohibited. For any enhancement, correction or adaptation of the Software, the Customer must engage Dukem Solutions in accordance with the maintenance agreement, Dukem Solutions being the only party authorised to intervene in the Software.

By way of exception only, Dukem Solutions may grant prior written authorisation for a Modification, strictly limited to its purpose, scope, the environment concerned and the identity of its author. Such authorisation may be subject to technical validation, delivery of the code, documentation, tests and change log, and the conclusion of an amendment dealing in particular with costs, maintenance and security.

A Modification or derivative development, even if authorised, shall not confer on the Customer any rights in the Software, its pre-existing elements or elements belonging to Dukem Solutions. Any proprietary rights in such Modifications are assigned to Dukem Solutions. The Customer warrants that it holds all necessary rights in such elements and in the contributions of third parties engaged by it.

Authorisation for a Modification does not constitute validation of its operation, an extension of warranty or a commitment to provide maintenance or support, unless expressly stipulated in writing by Dukem Solutions.

6.4. Third-party and open-source software

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 no warranty, liability or obligation in respect of such third-party software and open-source components and shall not be liable for modifications, removal of features, changes in commercial policy, price increases, restrictions on use, 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 managing its users, access, 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, on ten (10) business days' prior notice. The Customer undertakes to cooperate and promptly provide all information, documentation or access reasonably necessary for the audit.

The costs of the audit shall be borne by Dukem Solutions unless the audit reveals that the rights granted have been exceeded or that use is non-compliant. In that event, the Customer shall:

- Immediately bring its use into compliance;
- Pay for the corresponding additional licences, subscriptions or licence fees;
- Pay retroactively the amounts due from the beginning of the excess use;
- Pay a fixed surcharge of 15%.
- Reimburse all 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 rights granted or any unauthorised use of the software, developments or documentation constitutes a material breach of the Contract.

Without prejudice to any other remedy, Dukem Solutions may immediately suspend the rights of use concerned or terminate the contract for the Customer's sole fault.

The Customer shall be liable to Dukem Solutions for the acts and omissions of its employees, representatives, service providers, subcontractors and any third party to whom it has directly or indirectly granted access to the Software, as if they were its own acts and omissions.

The Customer shall fully compensate Dukem Solutions for all loss suffered. Such compensation shall not be less than a fixed amount of twenty-five thousand euros (EUR 25,000) for each established infringement.

The Customer shall indemnify Dukem Solutions against any third-party claim, demand, action or proceedings, and any loss, damage and costs, including lawyers', experts' and advisers' fees, arising from use of the Software contrary to the rights granted or from a breach of the contractual framework (general terms and conditions, maintenance agreement and any other agreement in force between Dukem Solutions and the Customer).

Article 7 - Warranty and support

Dukem Solutions shall perform its services with the professional care reasonably expected of an experienced IT service provider, under an obligation to exercise reasonable care and skill (obligation de moyens), unless an obligation to achieve a specific result is expressly stipulated.

Unless expressly committed to in the applicable quotation or contract, Dukem Solutions does not warrant that the Software will operate entirely without interruption or defects, or that all defects can be corrected. Nor does Dukem Solutions warrant that the Software will meet the Customer's particular needs, objectives or constraints that have not been expressly described and accepted in the contractual specifications. These limitations do not affect the corrective warranty set out below or the obligations expressly undertaken in a maintenance, support or service level agreement.

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

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

Where an unauthorised Modification affects or is reasonably likely to affect the operation, security, integrity, compatibility or maintainability of the Software, Dukem Solutions may

suspend the warranty, maintenance, support and service level obligations relating to the elements concerned until the Software has been restored or the Modification has been validated by Dukem Solutions. Where the effects of the Modification are inseparable from the rest of the Software or cannot reasonably be isolated, Dukem Solutions may suspend all warranty, maintenance, support and service level obligations until an operational environment has been restored. The Customer shall provide the information, access and documents reasonably necessary to analyse an unauthorised Modification, its scope and its consequences.

Defects, incidents and damage resulting from such a Modification are not covered by the warranty or by fixed-fee maintenance and support services. Analysis, diagnosis, security, restoration, correction, adaptation, data recovery or revalidation operations made necessary or more complex by the Modification, as well as checks reasonably necessary to determine its existence or impact, shall be borne by the Customer at the rates then in force. Applicable response or resolution times shall be suspended during such operations.

Service levels, response times, service hours and corrective, enhancement or preventive maintenance apply only where provided for in a signed support or maintenance agreement.

Dukem Solutions may replace a correction with a reasonable alternative solution where this ensures 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 operational continuity procedures.

Unless expressly entrusted to Dukem Solutions, the Customer must at all times maintain sufficient backup copies of its programs, files, databases and configurations.

Dukem Solutions shall not be liable for loss or corruption of data where this could have been prevented by appropriate backups, controls or security measures on the Customer's part.

Interventions involving the internet, cloud services, networks, remote connections or third-party environments are subject to the risks inherent in those environments. Dukem Solutions shall not be liable for incidents resulting from hacking, a telecommunications operator outage, external misconfiguration or a third-party service.

Article 9 – Personal data protection

Each party shall comply with the applicable personal data protection legislation, including Regulation (EU) 2016/679 ('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, processors and assistance arrangements.

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

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

Article 10 - Confidentiality and commercial references

Each party shall treat as confidential any 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 an obligation of confidentiality, independently developed or required by a competent authority.

Unless the Customer objects in writing, Dukem Solutions may use 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.

Disclosure of contractual clauses useful for the defence of an auxiliary person (agent or subcontractor) involved in a dispute relating to performance of the contract shall not constitute a breach of confidentiality.

The confidentiality obligations set out in this Article shall survive expiry or termination of the contract, for any reason, for a period of three (3) years.

Article 11 - Liability

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

Unless otherwise required by a mandatory provision of law, the total compensation payable by Dukem Solutions is capped at the lower of 10% of the amounts paid by the Customer for the supply or service concerned during the twelve (12) months preceding the event giving rise to liability and EUR 25,000, subject to an absolute cap of EUR 50,000.

Indirect damage, loss of profit, loss of turnover, loss of customers, reputational damage, loss of 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 are excluded.

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

Any non-contractual liability between the parties and in respect of their auxiliary persons (agents and subcontractors) is excluded for damage resulting from non-performance of a contractual obligation, to the extent permitted by applicable law.

The limitations and exclusions of liability set out in this Article shall not apply in the event of intentional fault on the part of 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 rendering performance impossible or unreasonably difficult.

The following, among others, shall be treated as force majeure: a major telecommunications failure, widespread cyberattack, outage of a cloud service or critical supplier, governmental decision, external strike, 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 continues for more than sixty (60) days, either party may terminate the affected part of the contract without compensation.

Article 13 - Cancellation and termination

If the Customer cancels all or part of an order, Dukem Solutions may demand performance of the contract or minimum compensation of 50% of the value of the order or the cancelled part, without prejudice to the right to prove greater loss.

Dukem Solutions may suspend or terminate the contract in the event of non-payment, breach of licence, infringement of its intellectual property rights, failure to cooperate, insolvency, bankruptcy, liquidation or a material breach by the Customer.

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

In the event of termination for the Customer's fault, the Customer shall in any event owe Dukem Solutions an amount equal to 20% of the order price, without prejudice to Dukem Solutions' right to claim compensation for the damage suffered.

Upon expiry or termination, for any reason, of the contract under which the relevant licence right was granted:

- (i) The licence rights granted to the Customer shall cease automatically on the effective date;
- (ii) The Customer shall immediately cease using the software concerned and, within thirty (30) days, uninstall it and delete or destroy the copies in its possession or under its control, including backup copies whose retention is no longer authorised, and provide Dukem Solutions with written confirmation thereof; copies temporarily retained pursuant to a legal obligation or as part of automatic backup cycles may not be restored or used and shall be deleted upon expiry of the statutory retention period or during the applicable normal deletion cycle;
- (iii) Amounts due up to the effective date shall remain payable;
- (iv) Clauses intended to survive (intellectual property, confidentiality, liability, governing law) shall remain in force.

Throughout the contractual relationship between the parties and for a period of 24 months following performance of the delivery/provision of services, the Customer shall refrain from directly or indirectly soliciting or attempting to solicit, on its own behalf or on behalf of another company, the services of any employee or service provider of Dukem Solutions with a view to engaging them.

Article 14 - Compliance, sanctions, import/export

The parties undertake to comply with applicable laws concerning the prevention of fraud, corruption and money laundering, international sanctions, export controls, cybersecurity and data protection.

The Customer warrants that it will 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 shall be required to perform an obligation if such performance would expose it to a breach of sanctions, export rules, dual-use goods control rules or mandatory legal obligations.

Any significant breach of this Article may justify immediate suspension or termination of the contract.

Article 15 - General provisions

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

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

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

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

Any formal notice under these general terms and conditions must be sent in writing to the registered office address of the recipient party by registered post with acknowledgement of receipt, or by email to the contact address stated in the quotation or contract, with electronic acknowledgement of receipt. The date of notification shall be the date of first presentation or of acknowledgement of receipt of the email.

These general terms and conditions, the quotation and/or the signed contract constitute the entire agreement between the parties on their subject matter and supersede any prior agreement, communication or negotiation concerning the same subject matter.

Dukem Solutions may amend these general terms and conditions on thirty (30) days' prior notice given by email or published on its website. Failure by the Customer to object in writing within that period constitutes acceptance of the new terms and conditions. In the event of an objection, the Customer may terminate ongoing contracts within an additional period of thirty (30) days without compensation, the previous terms and conditions remaining applicable until termination takes effect.

Article 16 - Governing law and jurisdiction

The contracts are governed by Belgian law, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

Before commencing any legal proceedings, the Customer shall submit in writing to Dukem Solutions any technical complaint relating to the hardware, software or service concerned and

allow it a reasonable period of at least thirty (30) days to examine the complaint and propose a solution.

Unless otherwise required by a mandatory provision of 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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