

PLABAYO GENERAL TERMS AND CONDITIONS

Version 1.0

Effective from 15 September 2026.

ARTICLE I. SCOPE OF APPLICATION AND DEFINITIONS

1.1 These General Terms and Conditions (the “General Terms”) are applicable to any and all interaction, collaboration and agreement between Plabayo and the Client. Client purchasing or platform terms apply only if Plabayo expressly accepts them in writing. To the extent the Parties have signed a separate agreement (like a plan agreement), the terms and conditions of that agreement will have priority over these General Terms in case of conflict.

1.2 For the purposes of these General Terms, the following defined terms will have the meanings set forth below:

“Additional Consulting” means Services outside the Services listed and agreed upon in a specific Partnership Plan, accepted by Plabayo under a Work Order and charged at the applicable hourly rate;

“Business Day” means a weekday that is not a public holiday (09:00 to 17:00 CET) in Belgium;

“Client” means an enterprise or professional person that enters into a collaboration, interaction or agreement with Plabayo, or that submits a Work Order request;

“Confidential Information” of a Party means the non-public information of such Party in any form, which should reasonably be considered confidential given its nature or the circumstances surrounding its disclosure, regardless of whether or not it is expressly marked as confidential, including (without being limitative) information and facts concerning a Party’s business plans, clients, prospects, suppliers, training methods and materials, security information, financial information, marketing plans, the Disclosing Party’s specific know-how, techniques, software (in object and source code form), documentation, architecture, personal data, including all copies of any of the foregoing and any analyses, studies or reports that contain, are based on, or reflect any of the foregoing. Information shall not be deemed Confidential Information if it is demonstrated to be a) already lawfully known or independently developed without use of or reference to the Confidential Information, b) rightfully obtained by the recipient from a third party without restriction or breach of any confidentiality obligation, c) is or becomes generally available to the public through no wrongful act or omission of the recipient, d) constitutes open-source software or information that is publicly available as part of the Rama® Framework or e) constitutes general knowledge, skills, experience, techniques, know-how or methodologies relating to network programming, protocol design, or software architecture that the Receiving Party possessed before the disclosure or develops or acquires in the course of performing the Services, provided this exclusion does not extend to the Disclosing Party’s actual proprietary code, data, configurations, or business-specific information;

“Effective Date” means the date on which the Work Order or the plan agreement is signed;

“Partnership Plan” means any service plan offered by Plabayo and selected by the Client in a Partnership Plan Agreement;

“Parties” means the Client and Plabayo as consultant, each referred to individually as a **“Party”**;

“Personal Data” means any information collected from an end-user that could be used to identify the end-user, directly or indirectly, including, without limitation, name, username, email address, online identifiers, identification numbers, date of birth, gender and/or payment information. For the purpose of this Agreement Parties will follow the definition of Personal Data used in the General Data Protection Regulation (Regulation (EU) 2016/679);

“Plabayo” means Plabayo BV, with company number 1015.889.215 and VAT number BE1015889215;

“Rama® Framework” means the open-source software framework known as “Rama”, as made available by or for Plabayo under the applicable open-source licence terms;

“Services” means the support, consulting, development or other professional services supplied by Plabayo and described in the Partnership Plan Agreement, these General Terms or a Work Order;

“Work Order” means an accepted proposal, order form, statement of work or other written document describing Services, fees or deliverables.

ARTICLE II. SERVICES

2.1 Plabayo shall perform the Services outlined under the selected Partnership Plan and/or Work Order to assist Client in its use of the open-source Rama® framework. Plabayo will perform the Services in a professional and workmanlike manner, using reasonable care, skill, and diligence consistent with industry standards.

2.2 Unless Plabayo explicitly commits to a result obligation in writing, Plabayo undertakes to use reasonable professional efforts and does not guarantee a particular technical or commercial outcome. The manner and means by which Plabayo performs the Services remain under its sole control, consistent with an independent contractor relationship.

2.3 Plabayo may conduct a periodic review of Client’s relevant codebase (as made available by Client) to identify potential opportunities for optimization or improved use of the Rama® Framework. Any suggestions or recommendations provided are non-binding and informational in nature.

2.4 The Client will provide timely, accurate information, decisions, access, personnel and test environments reasonably needed for the Services. It is responsible for lawful instructions, suitable backups, timely testing and acceptance unless the Work Order states otherwise.

2.5 The Client will review a deliverable within ten Business Days after delivery and either accept it or give detailed notice of a material non-conformity. If it does neither, the deliverable is deemed accepted. Implementation or production use constitutes acceptance for that purpose.

2.6 Plabayo is not responsible for delay caused by the Client, a third party or a dependency outside its reasonable control. Affected dates extend reasonably.

2.7 The Parties agree that direct technical support to Client’s customers or end-users is outside the scope of this Agreement. Plabayo shall not interface with or take direction from Client’s customers.

2.8 Support requests submitted outside normal business hours shall be deemed received at the start of the next Business Day in Belgium. Plabayo will inform Client in advance of Belgian public holidays or planned company closures that may affect availability.

ARTICLE III. INVOICING

3.1 Fees and rates are stated in the Work Order and exclude VAT. Expenses are chargeable only if the Work Order allows them or if the Client approves them in advance.

3.2 The Work Order or the Partnership Plan Agreement sets the billing schedule, including any advance payment. Unless the Work Order provides otherwise: a) recurring and time-based Services are invoiced monthly in arrears; and b) fixed-price Services are invoiced upon completion of the relevant Services or milestone.

3.3 Time-based Services are invoiced based on the time actually worked at the rates stated in the Work Order. Any estimate is provided for planning purposes and does not constitute a fixed price or

binding cap unless expressly stated otherwise. An agreed cap may not be exceeded without the Client's prior written approval.

3.4 All invoices are payable within twenty (20) calendar days of the invoice date, unless otherwise agreed in writing. Client shall bear all bank transfer, intermediary, and currency conversion fees, and payments must be made net of such fees so that Plabayo receives the full invoiced amount.

3.5 The Client shall submit any dispute concerning an invoice in writing and with reasonable detail within ten (10) Business Days after receipt. The Client must pay the undisputed part on time. Failure to query within that period does not waive a manifest error or a right that cannot lawfully be waived.

3.6 An overdue amount bears, automatically and without prior notice, the statutory interest applicable under the Belgian Act of 2 August 2002 on late payment in commercial transactions. Plabayo is also entitled to a lump sum EUR 40 recovery charge and reasonable additional recovery costs.

3.7 If an undisputed amount remains unpaid ten Business Days after a written reminder, Plabayo may suspend the affected unpaid Services fully or partially on written notice. Any suspension shall be proportionate and will end promptly after payment.

3.8 Plabayo reserves the right to revise the applicable rates and/or fees, on an annual basis once in any twelve-month period, on the basis of the Agoria DIGITAL index, using the following formula:

$P = P0 * [0.2 + 0.8 * (S/S0)]$, whereby:

"P" stands for the revised fee;

"P0" stands for the fee applicable immediately before the revision;

"S0" shall be the national average reference wages in the digital and technological industry as published by Agoria (i.e. Agoria DIGITAL) on the Effective Date available at www.agoria.be (or, if this index is no longer published, the index replacing it or failing such index);

"S" shall be the Agoria DIGITAL reference labour cost published for January of the relevant year.

The resulting increase shall not exceed five percent (5%) of the existing fee in any twelve-month period.

3.9 Plabayo shall provide at least thirty (30) calendar days' prior written notice of the revised fee or rate, including the values and calculation used. No revision shall apply retroactively. For prepaid Services, or Services under a Work Order with a stated term that renews, a revision may take effect only at the start of the next renewal term, unless the Work Order expressly provides otherwise.

3.10 Unless stated otherwise, fees relating to Services already performed, elapsed service periods or capacity validly reserved under a Work Order are non-refundable.

ARTICLE IV. TERM, TERMINATION AND CONSEQUENCES

4.1 Each Work Order shall state its term. In absence thereof, the Work Order is considered to have an indefinite term and can be terminated by either Party on thirty (30) calendar days' notice unless another reasonable period is provided. A fixed-term Work Order cannot be terminated for convenience unless it expressly says so.

4.2 A Party may terminate an affected Work Order if the other Party materially breaches the agreement by written notice to the other Party describing the breach in reasonable detail. Such notice shall identify the relevant facts and the specific contractual provisions relied upon, in a manner reasonably sufficient to allow the breaching Party to understand the nature of the alleged material breach. Where the material breach is capable of cure, the non-breaching Party may terminate only if the breaching Party fails to cure such material breach within (10) ten calendar days for non-payment or (30) thirty calendar days for another remediable breach after detailed written notice.

4.3 A Party may terminate immediately for a serious breach that cannot reasonably be cured, including fraud, intentional misconduct or a material unlawful use of the Services. A termination or suspension must be proportionate.

4.4 The agreement is terminated automatically if either Party is declared bankrupt, is adjudicated insolvent by a competent court or is dissolved and enters into liquidation.

4.5 On expiry or termination, Plabayo will stop the affected Services, revoke access it granted and deliver paid deliverables then due. The Client will pay accrued fees. Prepaid fees are refunded only as stated in the Work Order, these General Terms or mandatory law. Termination shall not affect any rights, payment obligations or claims accrued before the termination date.

4.6 The rights and obligations of these Terms that were intended to survive the termination of these Terms, will remain binding upon the Parties after termination, including but not necessarily limited to the Sections on confidentiality, data protection, IP, liability and disputes.

ARTICLE V. CONFIDENTIALITY

5.1 The recipient will use Confidential Information only for the agreement, protect it with at least reasonable care and disclose it only to employees, contractors and professional advisers who need it and are bound by appropriate confidentiality duties. The recipient remains responsible for their compliance.

5.2 Public repositories, issue trackers, forums and public chat channels are not confidential. Neither Party will place the other Party's Confidential Information, proprietary code, personal data, credentials or non-public security issue in such a channel without prior written approval.

5.3 If the recipient is required by law, regulation, or court order to disclose Confidential Information of the disclosing Party, the recipient shall, to the extent legally permitted, provide prompt written notice to the disclosing Party and reasonably cooperate with the disclosing Party's efforts to seek protective treatment or limit the scope of such disclosure. Any Confidential Information disclosed pursuant to such legal requirement shall remain Confidential Information for all other purposes.

5.4 On request after termination, the recipient will return or delete Confidential Information, subject to legal retention and secure backups not used in the ordinary course. The duties apply during the agreement and for five years afterwards, and for trade secrets and personal data for as long as applicable law protects them.

5.5 Neither Party shall use the name, trademarks, logos, or branding of the other Party for marketing or promotional purposes or suggesting endorsement, sponsorship or affiliation without the prior written consent of the other Party. Notwithstanding the foregoing, the Client awards Plabayo a license to factually identify the Client by its name or word mark as a client of Plabayo and/or as a user of the Rama® Framework. The Client may similarly factually identify Plabayo as its service provider and state that it uses the Rama® Framework.

ARTICLE VI. PERSONAL DATA

6.1 Each Party acts as an independent controller for contact, contracting and invoicing data it processes for its own purposes and will comply with applicable data protection law for that processing.

6.2 Where, the Services require Plabayo to process personal data on the Client's behalf as a processor, the Parties will enter into a data processing agreement ('DPA') in accordance with Article 28 GDPR before that processing begins. The DPA will identify the subject matter, duration, purpose, data subjects, data categories, processing locations and authorised subprocessors. Plabayo shall not undertake such processing unless expressly agreed in a Work Order and governed by a DPA referencing this Section 6.2

6.3 Each Party will be individually and separately responsible for complying with the obligations that apply to it as a data controller under any applicable data protection laws in relation to the Personal Data Processed related to these General Terms, including without limitation:

- a. ensuring that there is a lawful basis on which it processes Personal Data;
- b. ensuring that the transparency disclosure requirements of applicable data protection laws are satisfied by providing the required information to data subjects where applicable or collecting consent where required; and
- c. ensuring that the Party keeps Personal Data secure as required by any applicable data protection laws.

ARTICLE VII. INTELLECTUAL PROPERTY

7.1 Client acknowledges that the Rama® framework is made available under a dual open-source license: the MIT License and the Apache License, Version 2.0. Client may choose to use Rama under either license at its discretion. Nothing in these General Terms or the Partnership Plan agreement modifies, expands, or restricts the rights granted under the MIT License or Apache License 2.0. The full license texts are available at <https://github.com/plabayo/rama>.

7.2 Each Party keeps its rights in proprietary materials, software, trade marks and know-how created or acquired outside the specific Services. To the extent useful to fulfil the Services, the Client grants Plabayo the appropriate usage rights.

7.3 Plabayo shall retain exclusive ownership of the Rama® framework, including all right, title, and interest therein, and any enhancements, updates, improvements, derivative works, tooling, documentation, or other materials related to Rama that are developed by Plabayo, whether before or during the performance of the Services.

7.4 Any contribution that Plabayo intentionally submits to the public Rama open-source project shall be governed exclusively by the applicable open-source licenses (MIT License and Apache License, Version 2.0). Such public contributions are made available to all users under those licenses and are not subject to exclusive ownership under these General Terms or the Plan Agreement.

7.5 To the extent Client-specific deliverables are created by Plabayo as part of the Services, and upon full payment of the fees attributable to the Work Order, Plabayo exclusively assigns to the Client, worldwide and for the full legal term, all transferable intellectual property rights in that deliverable for the exploitation methods known when the relevant Work Order is accepted, including the rights to: (i) reproduce, store, load and make backup copies; (ii) translate, maintain, update, adapt, integrate and create derivative works; (iii) distribute, supply, sell, rent, license, communicate, make available and otherwise commercialise it; and (iv) use and disclose source and object code, sublicense the rights and transfer them further.

7.6 Notwithstanding the foregoing, Plabayo retains the right to use its general knowledge, experience, skills, and non-identifying concepts learned in the course of performing the Services, provided that Plabayo does not disclose or reuse Client's Confidential Information or proprietary code.

7.7 Where a Client-specific deliverable incorporates pre-existing or reusable software, tools, libraries, templates, methods or other materials of Plabayo, those materials remain Plabayo's property. Upon full payment, Plabayo grants the Client a perpetual, worldwide, non-exclusive licence to use, reproduce, modify and distribute such materials insofar as necessary to use and exploit the relevant deliverable.

7.8 The total fees payable include compensation for the assignment. The compensation is deemed to be divided equally across the exploitation methods in Clause 7.5.

7.9 For Services and deliverables that are not client-specific, no rights are assigned or licensed unless specifically provided for in the Work Order or another written agreement and only upon full payment of the fees stated in the Work Order.

7.10 Open-source and third-party material remains governed by its applicable licence. Plabayo will identify such materials and inform the Client thereof.

ARTICLE VIII. LIABILITY AND WARRANTIES

8.1 To the extent the Client considers a deliverable of the Services (in part or in full) non-compliant with the Work Order, the Client gives detailed notice thereof within 10 Business Days after discovery. Plabayo will reperform or correct the affected Services where proportionate and technically possible.

8.2 Unless provided otherwise in writing, Plabayo shall not warrant that software, advice or deliverables will be error-free, uninterrupted, invulnerable or compatible with every environment. To the extent the Client has specific compatibility or purpose requirements, the Client commits to inform Plabayo thereof before the execution of the Services. The Client is aware that open-source software and third-party materials are subject to their own licence terms.

8.3 The Client remains responsible for its product, decisions, acceptance, legal and regulatory compliance and testing proportionate to the risk of its systems. It warrants that its instructions and materials may lawfully be used for the Services.

8.4 To the maximum extent permitted by applicable law, Plabayo shall have no liability arising from or relating to Client's use, modification, combination, or distribution of the Rama® Framework or any other open-source components, including any issues related to performance, compatibility, stability, security, or fitness for Client's purposes.

8.5 Each Party will promptly notify the other Party of any actions brought or claims asserted against it whose outcome may affect the rights granted or commitments agreed with the other Party.

8.6 A Party is liable only for loss caused by its breach or fault and sufficiently connected to it. Plabayo is not liable for Client systems, instructions, deployment decisions or third-party components except to the extent loss is directly caused by Plabayo's breach or fault.

8.7 Neither Party is liable for indirect or consequential loss. Loss of profit, revenue, business, opportunity or goodwill is excluded to the extent it is indirect or was not reasonably foreseeable when the agreement was concluded.

8.8 IN NO EVENT SHALL PLABAYO'S LIABILITY EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO PLABAYO UNDER THESE GENERAL TERMS DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

8.9 No cap or exclusion applies to fraud or intentional fault, impairment of physical or psychological integrity, or another liability that cannot lawfully be limited. No limitation will be interpreted so broadly that it deprives an essential contractual obligation of its substance.

8.10 To the fullest extent permitted by Article 6.3 of the Belgian Civil Code, damage arising from failure to perform the agreement is governed exclusively by the written agreement. Each Party waives an extra-contractual claim against the other Party and its service providers for the same failure. Each service provider, employee, agent or consultant may invoke the contractual defences, exclusions and limits available to the Party for which it acts, as an express third-party beneficiary. This does not affect statutory exceptions for physical or psychological injury or intentionally caused damage.

ARTICLE IX. MISCELLANEOUS

9.1 These General Terms collectively set forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein (in particular regarding the Work Order and, as the case may be, a separate plan agreement), supersedes and merges all prior oral and written agreements, discussions and understandings

between the parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

9.2 In performing their obligations, the Parties act and will act at all times as independent contractors and nothing contained in these General Terms will be construed or implied to create an agency, partnership or employer and employee relationship between the Parties. Neither Party has authority to bind or act on behalf of the other Party. Each Party remains solely responsible for its business operations, personnel, subcontractor, insurance, taxes and expenses.

9.3 The agreement between the Parties is non-exclusive. Each Party may work with others, including competitors, provided it complies with confidentiality, data-protection and IP duties.

9.4 During the term of this Agreement and for one (1) year thereafter, neither Party shall knowingly solicit for employment or engagement the employees or independent contractors of the other Party who were directly involved in the performance of the Services, without the other Party's prior written consent. This restriction does not apply to general job advertisements or to individuals who respond to such advertisements without direct solicitation.

9.5 Plabayo has the right to amend or update these General Terms. If Plabayo publishes a new or updated version, it will promptly notify the Client of the fact that the General Terms have been subject to change, providing a copy of the new version. Such notice shall be sent in writing by email to the Client's designated legal/contractual notice email address, as specified in the applicable Work Order or otherwise communicated in writing by the Client. Upon receipt of such notice, the Client will have the right to terminate the agreement with Plabayo within thirty (30) days. If the Client refrains from terminating the agreement within this period, the amended version of the General Terms will apply between the Parties in full from the date of expiry of said period. Continued use by the Client of the Services or the deliverables, will be considered as acceptance of the amended General Terms notified by Plabayo. For prepaid Services, or Services under a Work Order with a stated term that renews, amended General Terms shall apply only upon renewal. If the Client rejects the amendments before renewal, the Services shall not renew and the amended General Terms shall apply only to any new Work Order.

9.6 The provisions of these General Terms will be severable, and if any of them are held invalid or unenforceable for any reason, such provision will be adjusted to the minimum extent necessary to cure such invalidity. The invalidity or unenforceability of one or more of the provisions contained herein will not affect any other provisions of these General Terms.

9.7 These General Terms will be governed by and interpreted in accordance with the internal laws of Belgium without regard to conflicts of laws principles.

9.8 The exclusive jurisdiction and venue of any lawsuit between the parties arising under these General Terms or out of transactions contemplated hereby will be the courts of Ghent, Belgium and each of the Parties hereby submits itself to the exclusive jurisdiction and venue of said courts for the purposes of such lawsuit. This choice of jurisdiction and venue does not prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights or enforcement or recognition of any award or order in any appropriate jurisdiction.

9.9 Neither Party shall be liable for any failure or delay in the performance of its obligations under these General Terms if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, riots, government actions or restrictions, failure of suppliers or subcontractors, labor disputes, power outages, or failures in telecommunications or internet services. The affected Party shall notify the other Party promptly and use reasonable efforts to mitigate the effects of the force majeure event. If the force majeure event continues for more than thirty (30) days, either Party may terminate these General Terms upon written notice.