

## LUMINUS GENERAL TERMS AND CONDITIONS FOR IT-SOURCING

### I. GENERAL PROVISIONS

#### **1 Scope of application of the Terms and Conditions**

**1.1 Scope of application of the Terms and Conditions** - These Terms and Conditions (as negotiated between the Parties) shall apply to all Agreements with respect to the purchase of Professional Services, Hardware, and/or Software.

**1.2 Entire Agreement** - The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter still in force between the Parties.

**1.3 Supplier's terms and conditions** - By concluding the Agreement, the Supplier shall waive all its general or specific terms and conditions, whenever and in whatever form these are communicated, even when these state that they apply exclusively. Notwithstanding any provision to the contrary in any contractual document, if Luminus' Purchase Order(s), Specific Agreement(s), and/or Frame Agreement refer(s) to an offer received by the Supplier, such reference shall always exclude any reference to the terms and conditions of Supplier in Supplier's offer.

**1.4 Order of precedence** – If and to the extent that there is any conflict between the provisions of the documents constituting the Agreement and unless explicitly set out otherwise in the Frame Agreement, the conflict shall be resolved in accordance with the following order of precedence: the Specific Agreement(s) (if any), the Frame Agreement (if any), the Purchase Order(s) (except for any reference to the terms and conditions of Supplier in Supplier's offer), the Terms and Conditions, the Specifications.

#### **2 Definitions**

In the Agreement, unless the context evidently requires otherwise, the following expressions have the following meaning:

**Agreement:** the entirety of contractual documents (including, for the avoidance of doubt, any contract schedules and annexes, and Luminus' policies referred to in these Terms and Conditions and duly communicated to the Supplier) constituting the agreement between Luminus and Supplier, consisting of the (i) Frame Agreement, the Specific Agreement(s) (if any), the Purchase Order(s), these Terms and Conditions and the Specifications, or (ii) these Terms and Conditions, the Purchase Order or Purchase Orders with the same subject matter and the Specifications;

**AI System:** has the meaning set out under Regulation (EU) 2024/1689 laying down harmonized rules on artificial intelligence ("AI Act");

**Business Days:** every day except Saturdays, Sundays and official public holidays in Belgium;

**Confidential Information:** (i) information that is designated as "confidential"; (ii) information which by its nature is to be reasonably considered as confidential; (iii) any Luminus Data or Supplier Data; and/or (iv) the provisions of the Agreement;

**Day:** a calendar day;

**Deliverable:** any output (in whatever form) of Professional Services, including but not limited to software, hardware or documentation, which may be developed, created and/or modified by the Supplier pursuant to the Agreement;

**Documentation:** instructions and manuals supplied with or to [www.luminus.be](http://www.luminus.be)

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be supplied with the Hardware, Software and/or Professional Services in accordance with the Agreement, whether intended for support and/or technical staff or for end-users, and whether in printed or in electronic form. The Documentation shall be provided in a comprehensible and accessible format;

**Fees:** the charges paid or payable by Luminus to the Supplier for the provision of the Hardware, Software and/or Professional Services in accordance with the provisions of the Agreement;

**Force Majeure Event:** any event beyond the control of the affected Party, the occurrence of which could not reasonably have been foreseen and the consequences of which could not be overcome, which prevents the affected Party from performing some or all of its obligations under the Agreement. Supplier's Staff shortage, labor disputes and software bugs shall not be considered Force Majeure Events;

**Frame Agreement:** any contractual document (whether named frame agreement, master services agreement or otherwise) signed by duly authorized representatives of both Parties, under which either (i) one or multiple Purchase Orders are issued by Luminus or (ii) one or multiple Specific Agreements are signed, which refers to these Terms and Conditions, regardless of the title given to the contractual document by the Parties; the Framework Agreement shall not be considered as a Purchase Order or any commitment to purchase Hardware, Software and/or Professional Services;

**Good Industry Practice:** the exercise of the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a suitably skilled, trained and experienced person providing services similar to the Services to a customer similar to Luminus;

**Hardware:** any hardware purchased, rented, leased or maintained under the Agreement, including infrastructure-as-a-service (IaaS) and platform-as-a-service (PaaS);

**Intellectual Property Rights:** all industrial and intellectual property rights, including but not limited to copyright, software protection rights, database rights, rights in unregistered trade marks, unregistered design rights, patents, trade secrets, utility models, supplementary protection certificates, registered trade marks, designs, and any other similar rights in any part of the world;

**Luminus:** Luminus SA/NV, a company incorporated and existing under the law of Belgium, with its registered office at Boulevard Roi Albert II / Koning Albert II-laan 7, 1210 Brussels and registered with RPM Brussels under number 0471.811.661;

**Luminus Affiliate:** any entity, that is affiliated or associated with Luminus in the meaning of artt.1:20 and 1:21 of the Belgian Companies Code.

**Luminus Data:** any data provided by Luminus to the Supplier and/or data related to Luminus or its activities and/or any data relating to Luminus or data generated by the Supplier in the context of the supply of Hardware, Software and/or Professional Services, including data relating to Luminus' customer database, procedures and knowledge, which may include personal data;

**Luminus Material:** any document, methodology or process, documentation, data, software or other material in whatever form for which the Intellectual Property Rights are owned by or licensed to Luminus, together with any modifications or enhancements thereto;

**Luminus Supplier Portal:** a cloud-based platform to which the Supplier is granted access as part of the Luminus supplier onboarding process;

**Party or Parties:** Luminus and/or the Supplier, as applicable;

**Professional Services:** all professional services provided by the Supplier to Luminus under the Agreement including, but not



limited to, consultancy services, development services, installation services, implementation services and maintenance services; the term Professional Services shall always include the Deliverable(s) set forth in the Agreement;

**Purchase Order:** a document sent by Luminus via the Luminus Supplier Portal and to be acknowledged by the Supplier in accordance with clause 8.1, which sets out the Hardware, Software and/or Professional Services purchased, rented, leased or licensed under the Agreement and which refers to these Terms and Conditions;

**Software:** any series of instructions constituting a computer-executable program or programs, supplied under the Agreement, including software-as-a-service (SaaS) and AI Systems;

**Specifications:** the contractual and/or technical specifications with respect to the Software, Hardware and/or Professional Services purchased by, rented by, leased by or licensed to Luminus, including but not limited to service level agreements, statement of works and technical details, which are stated (i) in (a) document(s) referred to in the Purchase Order(s), the Specific Agreement(s) and/or Frame Agreement which, and/or (ii) in the Purchase Order itself;

**Specific Agreement:** any contractual document signed by duly authorized representatives of both Parties which refers to a Frame Agreement and under which one or multiple Purchase Orders are issued by Luminus, regardless of the title given to the contractual document by the Parties.

**Supplier:** the natural or legal person or association with whom Luminus has concluded the Agreement, as indicated in the Frame Agreement, the Specific Agreement(s) and/or the Purchase Order(s);

**Supplier Data:** any data provided by Supplier to Luminus and/or data related to Supplier or its activities and/or any data relating to Supplier or data generated by Luminus in the context of this Agreement, including data relating to Suppliers' customer database, procedures and knowledge, which may include personal data;

**Supplier Material:** any document, methodology or process, documentation, data, software or other material in whatever form for which the Intellectual Property Rights are owned by or licensed to Supplier;

**Staff:** those persons employed or engaged by the Supplier on a self-employed basis from time to time to provide the Professional Services. The definition of "Staff" will also include the staff of any subcontractor of Supplier appointed under the Agreement who are providing the Professional Services from time to time;

**Terms and Conditions:** the terms and conditions set forth in this document.

### **3 Object and performance of the Agreement**

The Supplier agrees to provide to Luminus the Software, Hardware and/or Professional Services strictly in accordance with the provisions of the Agreement. Section I "General Provisions" and Section IV "Professional Services" of these Terms and Conditions are applicable to the purchase of Professional Services by Luminus from Supplier. Section I "General Provisions" and Section II "Software" of these Terms and Conditions are applicable to the purchase, rental or licensing of Software by Luminus from Supplier. Section I "General Provisions" and Section III "Hardware" of these Terms and Conditions are applicable to the purchase, rental or lease of Hardware by Luminus from Supplier. If de facto no Professional Services, Hardware or Software are supplied under the Agreement, the corresponding sections of these Terms and Conditions shall not be applicable.

### **4 Amendments to the Agreement**

When Luminus, before or during the performance of the Agreement, wants to change the content of the Agreement, it notifies the Supplier as soon as possible. The Parties must, within a reasonable period of time, but in any case not exceeding thirty (30) Days after the date of receipt of the aforementioned notification, try to reach an understanding about these changes to the Agreement, which can only be materialized in writing (i) by the issuance by Luminus of an addendum to the relevant Agreement(s), and/or (ii) by the signature of an addendum to the relevant Frame Agreement and/or Specific Agreement(s) by duly authorized representatives of both Parties.

### **5 Relief event**

The Supplier shall notify Luminus in writing without delay (and in any case no later than within ten (10) Business Days after Supplier has become aware or should reasonably have been aware) if Luminus fails to, or threatens to fail to, comply with any of its obligations under the Agreement. This notification shall be addressed according to the specific rules on governance or to the contact person, as mentioned in the Agreement. Unless Supplier has duly notified Luminus of this in the manner as stated above, and has used all reasonable efforts to perform its obligations (and/or mitigate the impact of Luminus' failure), Supplier cannot invoke such non-compliance by Luminus in order to justify non-compliance with any of its own obligations.

### **6 Fees, invoicing and payment**

6.1 **Fees** - In consideration for the due and proper provision of the Hardware, the Software and/or the Professional Services, Luminus agrees to pay the Supplier the Fees as set out in the Agreement.

The Fees (i) can only be changed in accordance with clause 0 of the Terms and Conditions; (ii) include all costs and expenses incurred by the Supplier, its Staff and its subcontractors (if any) in the performance of the Agreement; and (iii) include all taxes, duties and other royalties, and are exclusive of value added tax.

No amounts will be payable to the Supplier for the provision of Hardware, Software and/or Professional Services unless and to the extent expressly provided in the Agreement and unless ordered by means of a Purchase Order sent to the Supplier.

6.2 **Invoicing** - All exchanges and communication between Luminus and the Supplier with respect to invoicing and related documentation under the Agreement shall take place via the Luminus Supplier Portal.

In accordance with Article 53, §2bis of the Belgian VAT Code and the Royal Decree of 14 July 2025 and European Norm EN 16931, Suppliers whose invoices are subject to Belgian VAT shall issue and transmit all invoices to Luminus exclusively through the Peppol network, using a structured electronic format compliant with EN 16931. Paper or PDF invoices shall not be accepted.

Any other Supplier will submit its invoices via the Luminus Supplier Portal.

The Supplier shall submit its Fees to be invoiced for the performance of its obligations under the Agreement, the time reports (if applicable) and a description of the performed tasks and, if applicable, the Documentation to Luminus, via the Luminus Supplier Portal or any other e-tool communicated by Luminus, for approval prior to actual invoicing. After approval thereof by Luminus via the Luminus Supplier Portal, the Supplier will send the invoice to Luminus as set out above.



The Supplier shall invoice Luminus in accordance with the payment schedule and provisions set out in the Agreement. Failure to comply with the applicable invoicing channel as set out above may result in rejection of the invoice and delayed payment.

**6.3 Payment** - Undisputed invoices submitted in accordance with clause 6 are payable within sixty (60) Days as from the date of the invoice.

The Supplier may verify the payment status of its invoices via the Luminus Supplier Portal. If any payment to the Supplier is delayed, the Supplier shall notify Luminus either by registered letter accompanied by a copy of the relevant invoice, or via the Luminus Supplier Portal. If Luminus fails to pay the undisputed invoice or part thereof within thirty (30) Business Days of receiving such notice, then the Supplier will be entitled to charge interest to an outstanding amount at a rate equal to the interbank offered rate for one month in the euro zone (EURIBOR-one month). The interbank rate applicable shall be the rate in force on the last Business Day of the month preceding the month of issue of the invoices, increased by 3 interest points.

Payment by Luminus will not affect any claims or rights which Luminus may have against the Supplier. Payment will not amount to any admission by Luminus that the Supplier has satisfactorily performed its obligations under the Agreement.

If at any time Luminus has overdue receivables under the Agreement or any other contract between the Parties, it shall have the right to set off these receivables against sums billed by the Supplier under the terms of the Agreement.

## **7 Follow-up agreements and Luminus Affiliates**

**7.1 Follow-up agreements** – Supplier commits, at Luminus' request, to negotiate in good faith with Luminus to enter into follow-up agreements that are in relation to the Agreement and to propose conditions that are at least at arm's length with the conditions in the related Agreement.

**7.2 Luminus Affiliates** – Supplier expressly authorizes Luminus Affiliates to make reference to and use this Agreement without having to negotiate new conditions. For this purpose any reference to Luminus will be interpreted as a reference to the Luminus Affiliate.

## **8 Term and termination**

**8.1 Term** - The Agreement shall be entered into for the term indicated in the Frame Agreement, the Specific Agreement(s) (if any) or the Purchase Order(s). The Agreement shall enter into force (i) at the moment the Frame Agreement is signed or (ii) if no Frame Agreement is signed, at the moment the Purchase Order is acknowledged by the Supplier via the Luminus Supplier Portal within the time-period specified in such Purchase Order, or within 5 (five) calendar days if no such period is specified. If the Supplier's acknowledgment is not confirmed within such time-limit, the Purchase Order will be deemed unconditionally accepted by the Supplier.

**8.2 Termination for convenience** - Without prejudice to art.5.75 of the Belgian Civil Code, Luminus may terminate the Agreement, whether entered into for a defined or an undefined term, in whole or in part, for convenience at any time upon providing thirty (30) Days' notice without any compensation being due to the Supplier.

**8.3 Termination for cause** - Without prejudice to its other rights and remedies under the Agreement or at Law, either Party may terminate the Agreement immediately, without the intervention of a judge, by written notice to the other Party, if the other Party (i) fails to remedy its breach of its obligations under the Agreement within thirty (30) Days of receipt of written notice [www.luminus.be](http://www.luminus.be)

of the breach; (ii) commits a breach of the Agreement and the breach is not capable of remedy; or (iii) ceases to trade or is unable to pay its debts as they fall due, makes an arrangement with its creditors or goes into administration, receivership, liquidation (other than as part of a solvent reorganisation), bankruptcy, judicial factory or any analogous insolvency proceedings in any jurisdiction.

**8.4 Exit assistance and business continuity** - Upon termination of the Agreement for whatever reason, Supplier shall cooperate with and assist Luminus with (i) the migration of Luminus Data, Luminus Material, Documentation and all other data in which Luminus has proprietary or license rights, and (ii) ensuring business continuity. If the Agreement is terminated following cause of the Supplier or for convenience by the Supplier (if explicitly foreseen), the reasonable all costs for such exit assistance will be borne by Supplier. In the opposite case, Parties will endeavour to agree on the costs to be borne by Luminus for such exit assistance, if possible, based on the Supplier's rate cards.

## **9 Force Majeure**

Neither Party will be liable for any delay in performing its obligations under the Agreement where such delay is directly caused by a Force Majeure Event that has been notified to the other Party in writing as soon as reasonably possible. Such notice shall clarify the reasons for the delay and the likely duration of the delay. The latter Party may, if that delay continues for more than one (1) month, terminate the Agreement immediately, in whole or in part, by giving notice in writing to the affected Party without any compensation or indemnity being due to the affected Party.

The Parties agree that the applicability of the article 5.74 of the Belgian Civil Code is explicitly excluded from this Agreement.

## **10 Intellectual Property Rights**

**10.1 Luminus Material** - Luminus (and/or its third party licensors) shall retain all rights (including Intellectual Property Rights), title and interest in Luminus Material. The Supplier shall have no rights in Luminus Material, except for the non-exclusive and non-transferable right to use Luminus Material only as is strictly necessary for the performance of the Agreement.

**10.2 Supplier Material** - The Supplier (and/or its third party licensors) shall retain all rights (including Intellectual Property Rights), title and interest in the Supplier Material.

**10.3 Supplier warranty** - The Supplier declares that it is the rightful owner of the Intellectual Property Rights to all Software, Hardware, Professional Services (including Deliverables) under the Agreement, and that it is entitled to assign or license those rights in accordance with the terms of the Agreement. If those Intellectual Property Rights are the property of third parties, the Supplier shall inform Luminus thereof in advance and guarantees that it has requested and obtained those third parties' written authorisation to grant to Luminus the assignment or license of their Intellectual Property Rights in accordance with the terms of the Agreement. The Supplier shall be solely responsible for taking the necessary steps, under the laws and regulations in force, to ensure the opposability to third parties of the assignments or licenses granted to Luminus by the Supplier or by such third parties. The Supplier guarantees that the Hardware, Software and/or Professional Services purchased, rented, leased or licensed under the Agreement and used by Luminus' for its intended purpose do not infringe any third party's rights including third party's Intellectual Property Rights.

**10.4 Indemnification** - The Supplier shall defend and indemnify

at its own expense Luminus against any claim, loss, damage or cause of action based on an infringement of any third party's Intellectual Property Rights by the Hardware, Software and/or Professional Services.

The Supplier will have sole control of the defence and defend at its sole expense Luminus against any suits or proceeding arising out of the foregoing. The Supplier shall obtain Luminus' prior authorisation for any decision having an impact on Luminus' image or involving any consequences whatsoever for Luminus.

If the Software, Hardware and/or Professional Services are subject to an action for infringement from a third party such as mentioned above, the Supplier shall, at its own expense and within a reasonable timeframe to be agreed by Luminus in light of the impacts caused by such action on Luminus' commercial and operational use of the Software, Hardware and/or Professional Services, either (i) procure for Luminus the right to continue using the Software, Hardware and/or Professional Services, or (ii) modify the Software, Hardware and/or Professional Services or replace the Software, Hardware and/or Professional Services by a non-infringing functional equivalent. If such is not feasible within the timeframe agreed by Luminus, Luminus may immediately terminate the Agreement for breach without court intervention upon written notice and the Supplier shall refund to Luminus any amounts paid under the Agreement without prejudice to any damages that Luminus could claim.

Supplier shall not be held liable if the infringement of the third party's Intellectual Property Rights is exclusively based on one of the following situations: (i) modification of any Software, Hardware and/or Professional Services by parties not authorized by Supplier, (ii) use of any Software, Hardware and/or Professional Services in combination with other products prohibited by Supplier, or (iii), Luminus' continued use of Software, Hardware and/or Professional Services after having received written notice from Supplier to discontinue such use, only to the extent that such notice has been made in accordance with the terms of the Agreement.

## **11 IT security and data**

**11.1 IT security** - The Supplier shall take all appropriate and proportionate technical, operational and organizational measures to manage the risks posed to the security of network and information systems in accordance with Good Industry Practice to minimize any risks in respect of the security of the Services. In particular, the Supplier shall at least comply with:

- (i) Luminus' IT security requirements and policies, as communicated by Luminus to the Supplier in writing (and as may be amended from time to time, subject to prior communication to the Supplier);
- (ii) the Supplier's own internal security standards;
- (iii) the security requirements set out in the data processing agreement entered into between the Parties (if any); and
- (iv) any other cybersecurity framework standards (e.g. NIST CSF, ISO 27001 / ISO 27002, CIS Controls, IEC 62443, etc.) which the Supplier has agreed to comply with under the Agreement.

**11.2 Luminus Data.** Luminus Data shall be considered private and confidential. Luminus shall retain all rights, title and interest in Luminus Data. Supplier shall, as soon as reasonably practicable, return (in a usable format), or, if Luminus so elects, permanently destroy (and in the case of such destruction, certify, on reasonable notice, that such destruction has taken place) such Luminus Data: (a) at Luminus' request; (b) on termination or expiry of this Agreement; and/or (c) when the Luminus Data is no longer required by the Supplier in order to provide the Services.

Unless instructed or allowed otherwise by Luminus, the Supplier shall not, and shall not allow or facilitate any third party to:

- (a) disclose, use, modify, store, copy or adapt the Luminus Data, unless specifically and expressly required for the [www.luminus.be](http://www.luminus.be)

purposes of complying with its obligations under this Agreement;

- (b) merge or combine the Luminus Data with other data; or
- (c) remove any proprietary or copyright notices contained within or relating to the Luminus Data, except as may be necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised by Luminus.

Where requested by Luminus, the Supplier shall facilitate the sharing of Luminus Data with third parties. The Supplier agrees in this respect to provide Luminus with an exhaustive specification of all data and digital assets that can be ported.

**11.3 Personal Data.** Supplier may be required under the Agreement to process (use, modify, store, etc.) Luminus Data that constitutes personal data within the meaning of applicable data protection law and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

With respect to such processing (and without prejudice to any data processing agreement entered into between the Parties), Supplier shall:

- (a) process such personal data only for the specific fulfilment of its contractual obligations arising from the Agreement and in accordance with Luminus' documented instructions;
- (b) only process such personal data in a Member State of the European Union or European Economic Area, unless specifically authorised in writing by Luminus;
- (c) ensure that persons authorised to process such personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed, and ensure that any natural person acting under the authority of Supplier who has access to personal data does not process them except on instructions from Luminus, unless he or she is required to do so by Union or Member State law;
- (e) respect the following conditions for engaging another processor:

- Supplier shall not engage another processor without prior specific or general written authorisation of Luminus. In the case of general written authorisation, Supplier shall inform Luminus of any intended changes concerning the addition or replacement of other processors, thereby giving Luminus the opportunity to object to such changes.

- Where Supplier engages another processor for carrying out specific processing activities on behalf of Luminus, Supplier shall impose on that other processor the same data protection obligations as set out in this clause 11, by way of a contract or other legal act under Union or Member State law. Where that other processor fails to fulfil its data protection obligations, Supplier shall remain fully liable to Luminus for the performance of that other processor's obligations.

- (f) taking into account the nature of the processing, assist Luminus insofar as this is possible, for the fulfilment of Luminus's obligation to respond to requests for exercising the data subject's rights under applicable data protection legislation;
- (g) taking into account the nature of processing and the information available to Supplier, assist Luminus in ensuring compliance with the obligations under applicable data protection legislation in relation to security of processing, to the notification of any breach of personal data to supervisory authorities and

data subjects where relevant, to the carrying out of data protection impact assessments where required and to prior consultation of the supervisory authority;

(h) at the choice of Luminus, delete or return all such personal data to Luminus after the end of the provision of the Professional Services, and delete existing copies unless European Union or Member State law requires storage of the personal data;

(i) make available to Luminus all information necessary to demonstrate compliance with these obligations and allow for and contribute to audits, including inspections, conducted by Luminus or another auditor mandated by Luminus.

The Supplier shall indemnify Luminus for claims of any third party that arise as a result of Supplier's breach of this clause 11 and the applicable European and Member State law and regulation regarding data protection and/or privacy.

## **12 Liability**

Notwithstanding any provision to the contrary in the Agreement, nothing in the Agreement excludes or limits either Party's liability for (i) fraud, wilful misconduct, gross negligence, damage to material or real property (real estate and tangible property), death and/or bodily injury, (ii) Supplier's non-compliance with clauses 10, 11, 14 and 33.5 of the Terms and Conditions, and (iii) matters that cannot, as a matter of Law, be limited or excluded.

Without prejudice to the first paragraph of this clause 12, the total liability of either Party to the other arising out of or in connection with the Agreement shall not exceed the greater of (i) two hundred and fifty thousand euro (250.000 EUR), or (ii) two hundred percent (200%) of the Fees paid or payable under the Agreement.

If the above-mentioned liability amount is reached, Luminus is entitled to terminate the Agreement with immediate effect, without court intervention and without any indemnity being due, by sending a termination notice to the Supplier.

Any claims under this Agreement shall be made only against Luminus. The Supplier waives any tort claim against Luminus and its affiliated and associated companies, as well as against their respective directors, officers and personnel (whether through an employment contract or self-employed) that are involved in the performance of this Agreement, regardless of the specific cause of damage.

Without prejudice to the first paragraph of this clause 12, neither Party shall be liable to the other for loss of profit or revenue or loss of customers.

## **13 Insurance**

The Supplier warrants that, during the entire term of the Agreement, it has taken out insurance to cover its general liability (including without limitation public liability, contractual liability, liability for property and personal injury and cybersecurity-related liability) in the context of the performance of the Agreement. The Supplier also warrants that this insurance is contracted with a reputable insurance company and for amounts normally practicable in the sector. Upon request of Luminus, the Supplier shall furnish to Luminus a certificate of insurance evidencing such coverage.

## **14 Confidentiality**

The Parties undertake to keep strictly confidential and safe all Confidential Information. Without the disclosing Party's prior written consent, the receiving Party shall not use, copy, adapt, alter, disclose or grant access to Confidential Information, except to its personnel, authorized subcontractors or other third parties to the extent required to perform its obligations under the Agreement provided that these persons have been instructed as to the confidential nature of the Confidential Information and have been informed of their obligations of confidentiality that are no less onerous than those described in this clause 14.

The receiving Party shall promptly notify the disclosing Party of any unauthorised possession, use or knowledge, or attempt thereof, of the Confidential Information by any third party of which the receiving Party becomes aware.

The receiving Party shall return or destroy all Confidential Information it received in connection with the Agreement upon request of the disclosing Party within thirty (30) Days of such request and, in the case of destruction of Confidential Information, certify, on reasonable notice, that such destruction has taken place.

The obligations of the receiving Party under this clause 14 shall be valid for the duration of the Agreement and shall remain in effect five (5) years after the Agreement is terminated for whatever reason.

## **15 Inspections and audits**

Subject to ten (10) Days prior notice as stated above, Luminus and/or its external advisors (who may not be direct competitors of the Supplier, unless the Parties agree otherwise) have the right to conduct an audit, with a maximum of one (1) per calendar year (except where an audit is required by Luminus regulatory supervisory bodies and/or in case of suspected fraud and/or following a major cybersecurity incident), in order to (a) verify the accuracy and correctness of all Fees and invoices relating to this Agreement, (b) examine the Supplier's performance of the Services and compliance with its obligations under this Agreement; (c) carry out any other audit activity related to the Agreement to the extent required pursuant to any applicable Laws; and/or (d) verify the Supplier's compliance with mandatory cybersecurity requirements under the NIS2 Directive and ISO/IEC 27001:2022 (as applicable). Any direct costs related to the inspection and audits shall be borne by Luminus, unless the audit reveals a breach of its obligations by Supplier.

## **16 Sustainable procurement**

**16.1 Supplier Code of Conduct** - Supplier acknowledges that it has reviewed and warrants that it will adhere at all times to the Supplier Code of Conduct ("Gedragscode voor leveranciers" / "Code de conduite des fournisseurs"), as available on [www.luminus.be](http://www.luminus.be).

More generally, Supplier warrants to respect at all times all applicable national and international Laws relating to (i) fundamental human rights (including as stated in the United Nations Declaration of Human Rights, the European Union Charter of Fundamental Rights and the Conventions made under the International Labour Organization), (ii) fraud, bribery and corruption in all its forms, (iii) anti-money laundering, (iv) trade embargoes and terrorism, (v) environmental protection, and (vi) competition law.

Any breach by the Supplier of its commitments under this article **Error! Reference source not found.** shall constitute a contractual breach entitling Luminus to suspend and/or terminate the Agreement in accordance with article 8.3.

**16.2 Ethical Reporting** – Supplier may confidentially report conduct that it considers to be illegal or unethical, whether relating to employment, labour, work environment, information management, environmental protection, possible conflicts of interest, unfair trade practices, thefts or otherwise by sending an e-mail to [ethics@luminus.be](mailto:ethics@luminus.be).

**16.3 Health, Safety, Environment and Energy** - When providing Professional Services on site, Supplier shall strictly comply with (i) Luminus' "Health, Safety, Environmental and Energy Conditions for Contractors" (DC 1101) (the "HSEe Conditions", as made available by Luminus to Supplier) and (ii) any other Luminus' rules and requirements that have been communicated by Luminus to Supplier in writing. If requested by Luminus, Supplier shall use the "Onyx One" contractor management tool

(or any successor tool, as duly communicated from time to time by Luminus) for purposes of contractor registration and monitoring of HSE trainings to be followed by Supplier Staff.

Supplier acknowledges that Luminus' HSE management system is certified for the following standards: ISO 14001 (environmental management systems), ISO 45001 (health and safety management systems) and ISO 50001 (energy management systems). If requirements imposed by these ISO certifications are passed on to Supplier as part of the Agreement, Supplier accepts that Luminus may assess and evaluate compliance with these requirements in accordance with article **Error! Reference source not found.** at any time both during the term of the Agreement and upon completion thereof.

## **17 Miscellaneous provisions**

**17.1 No exclusivity** - Nothing in the Agreement shall be deemed to confer upon the Supplier any kind of exclusivity in the provision of similar or identical Software, Hardware and/or Professional Services nor shall restrict Luminus from dealing with third parties other than the Supplier in respect of the Software, Hardware and/or Professional Services similar or identical to those described in the Agreement.

**17.2 Assignment and subcontracting** – Neither Party can assign to a third party any of its rights and obligations under the Agreement without the express prior written consent of the other Party, which consent shall not be unreasonably withheld. The affiliates of the Parties will not be qualified as third parties for this clause 17.2. In this latter case, the assignment to the affiliate must be notified to the other Party. The Supplier is allowed to hire subcontractors to carry out any of its obligations under the Agreement, subject to the Supplier (i) notifying Luminus beforehand in writing of the identity of the subcontractor involved and (ii) remaining jointly liable for any acts, or failures to act, of its subcontractors. The Supplier shall procure that any subcontractor complies with the terms of the Agreement, and for these purposes all references to the Supplier should therefore be read as if they were references to the subcontractor concerned.

**17.3 Supplier identity** - The Agreement is concluded taking into account the identity of the Supplier. In case of change of identity of the Supplier, for example by merger or change of control, Supplier shall inform Luminus thereof in writing and Luminus will have the right to terminate the Agreement immediately for reasonable grounds without any compensation and without court intervention. Luminus has to notify this termination within thirty (30) Days of its knowledge of the change of identity of the Supplier.

**17.4 Severability** - If one of the Agreement's provisions shall be deemed null and void in part or in whole, or shall be cancelled, this shall in no way affect the validity of the remaining provisions. In this case each Party will endeavour to negotiate, immediately and in good faith, a valid provision to replace it.

**17.5 Conflict of interest** - If the Supplier or its Staff has directly or indirectly, through business, investment or family a financial interest in any entity or individual with which Luminus has an Agreement and this financial interest could reasonably be considered to imply a possible conflict of interest within the performance of its missions under the Agreement, then the Supplier must disclose this interest to Luminus.

**17.6 Survival** - Those clauses that by their nature are expressly or impliedly intended to survive the termination or expiry of the Agreement shall so survive.

**17.7 No reference** – Unless otherwise agreed by Luminus in writing, Supplier shall not (i) use Luminus' logos and trademarks

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or (ii) make news releases, public announcements or other general public disclosures relating to the Agreement, its existence, its subject matter, or its terms and conditions.

**17.8 Luminus' premises** - Luminus shall use its best endeavours to ensure that Supplier's Staff shall have secured access to the premises and a non-hazardous environment to provide any services under the Agreement.

**17.9 Governing law** - The Agreement shall be governed by Belgian law.

**17.10 Jurisdiction** - All disputes or claims regarding the interpretation or execution of the Agreement not amicably settled shall be subject to the exclusive jurisdiction of the Brussels Courts.

**17.11 Clerical Errors** - Both Parties may correct clerical errors in the Agreement by providing notice by email and a reasonable opportunity for the other Party to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of Software, Hardware or Professional Services ordered under the Agreement.

## **II. SOFTWARE**

### **18 Definitions**

In the Agreement, unless the context evidently requires otherwise, the following expressions have the following meaning with respect to the purchase, rent, lease or license of Software:

**Defect:** any non-compliance of the Software with the provisions of the Agreement;

**Software Maintenance Services:** means the corrective maintenance services, the evolutive maintenance services and the support and assistance services provided by Supplier under the Agreement.

### **19 Fees, delivery and acceptance**

**19.1 Fees** – The Fees for Software shall include (i) any services, functions and responsibilities (including incidental services, functions or responsibilities) not expressly specified in the Agreement as within the scope of Supplier's responsibilities, but reasonably and necessarily required for, or inherently related to, the proper performance and provision of the Software purchased, rented, leased or licensed by Luminus; and (ii) any assistance Luminus may reasonably request in respect of the supply and/or receipt of the Software purchased, rented, leased or licensed by respectively to Luminus.

**19.2 Delivery** - If the Software is delivered in material form, the Fees with respect to the purchase of Software shall be Delivery Duty Paid (DDP - Incoterms 2000).

**19.3 Acceptance** – Without prejudice to clause 20 of the Terms and Conditions, if the Software is not in conformity with the Specifications, Luminus shall inform Supplier thereof within fourteen (14) Business Days as from the date of delivery. In this case, Luminus shall be entitled, without prejudice to its other rights and remedies under the Agreement, at its sole discretion, to either terminate the Agreement without indemnity or to require the Supplier to immediately re-perform its obligations at its own costs.

### **20 Software warranty and Software lifecycle management**

**20.1 Software warranty** - The Supplier warrants that the Software is (i) virus-free; (ii) in accordance with Good Industry



Practice; (iii) strictly in accordance with the Agreement, including the Specifications; (iv) in accordance with any applicable laws and regulations; and (v) capable of fulfilling the Specifications described in the Agreement.

During the warranty period as set forth in the Agreement, the Supplier shall correct any Defects at its own and sole expense. If no period is defined, the warranty period shall be six (6) months as from the delivery date.

The Supplier furthermore warrants and guarantees that the Software is compatible and interoperable with all hardware or software described in the Agreement.

**20.2 Software lifecycle management** – The Software provided under the Agreement and the Software Maintenance Services with respect to such Software version shall be available for at least five (5) years as from the date of installation of this version by Luminus. Luminus shall be entitled to refuse an upgrade or an update of the Software on reasonable grounds. Any rebranding, renaming or restructuring of the Software by the Supplier shall not affect Luminus' rights under the Agreement. Luminus shall always have at least the same rights with respect to the rebranded or renamed Software.

## **21 Software Maintenance Services**

**21.1 Minimum requirements** - Software Maintenance Services shall comprise all operations necessary to maintain the Software in perfect working order, or to restore a Defect or one of its components to perfect working order, inclusive of the costs of travelling, parts and labour. Without prejudice to the relative service level agreement, Software Maintenance Services shall involve at least: (i) diagnosing errors or faults encountered by the Supplier or Luminus in the content of the Software and making any necessary corrections; (ii) providing Luminus with successive Software versions and releases and the relevant reference Documentation; (iii) effecting all the Software corrections (including patches) needed to ensure that the Products operate as specified in the Agreement; (iv) rewriting the Software where necessary so as to correct all known problems or faults diagnosed by the Supplier; (v) providing telephone and/or web access support for Luminus during working hours to advise it on the use of Software; (vi) providing "hot-line" support to resolve urgent problems and system failures.

**21.2 Responsibility for diagnosis** - The Supplier has sole responsibility for diagnosing and determining the origin of failures affecting all or part of the Software, provided that Luminus provides Supplier with the available relevant information.

## **22 Representations**

**22.1** The Supplier represents that the provision of the Software Maintenance Services shall comply with clauses 33 and 36 of the Terms and Conditions.

## **23 Additional terms regarding SaaS and AI**

**23.1** Where Software is offered as SaaS, any terms and conditions included in Supplier Documentation (including, but not limited to, license terms, terms of use, etc.) that is incorporated into the Agreement, shall apply and prevail over other sections of the Agreement (including the present Terms and Conditions) solely if and to the extent that (i) the subject matter thereof has not been expressly dealt with elsewhere in the Agreement; or (ii) in case of any conflict with any other provision of the Agreement, the latter explicitly and specifically confirms or allows such conflicting terms and conditions of the Supplier documentation to prevail.

**23.2 Service levels** - If the Agreement indicates that SaaS shall be provided by Supplier to Luminus in accordance with the

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service levels set forth in the Specifications, the present clause 23.2 shall apply, unless the Parties have explicitly agreed otherwise in such service level agreement.

**23.2.1 Fee reduction** – If the Supplier fails to deliver its SaaS in compliance with the service levels, Luminus shall be entitled, except otherwise agreed in the service level agreement, (i) to receive a Fee reduction on its next invoice equivalent to the amount of ten (10) % of the monthly Fee under the Agreement or (ii) to be reimbursed part of the Fees prepaid for the SaaS equivalent to the amount of ten (10) % of the monthly Fee under the Agreement. The Parties agree that the fee reduction is not a private penalty but a reduction of the amounts due to the Supplier following the decreased value of the SaaS rendered by the Supplier. The Parties moreover agree that a fee reduction shall not be the sole and exclusive remedy in relation to the missing service levels and shall be without prejudice to Luminus' other rights and remedies under the Agreement, including the right of Luminus to claim compensation for the actual damages suffered.

**23.2.2 Reporting** – Supplier shall be obliged to provide Luminus on a monthly basis with a written report detailing the service levels achieved during the last month, failing which the Supplier is deemed to have not complied with the service levels.

**23.2.3 Termination** - If during two (2) months out of six (6) months the Supplier does not comply with the service levels, Luminus may, without prejudice to its other rights and remedies under the Agreement, terminate the Agreement, in whole or in part, without paying any indemnity to the Supplier for such termination.

**23.4 AI warranty** - Where the Software includes the provision of AI Systems, the Supplier agrees to provide Luminus with all relevant Documentation mandatory under the AI Act. In addition, Suppliers that use AI in the provision of their services shall comply with the Luminus Responsible Generative AI Usage Policy (as communicated by Luminus to the Supplier in writing and as may be amended from time to time);

## **III. HARDWARE**

### **24 Definitions**

In the Agreement, unless the context evidently requires otherwise, the following expressions have the following meaning with respect to the purchase, rent or lease of Hardware:

**Defect:** any non-compliance of the Hardware with the provisions of the Agreement;

**Hardware Maintenance Services:** means the corrective maintenance services, the preventive maintenance services and the support and assistance services provided by Supplier under the Agreement.

### **25 Fees, delivery and acceptance**

**25.1 Fees** – The Fees for Hardware shall include (i) any services, functions and responsibilities (including incidental services, functions or responsibilities) not expressly specified in the Agreement as within the scope of Supplier's responsibilities, but reasonably and necessarily required for, or inherently related to, the proper performance and provision of the Hardware purchased, rented or leased by Luminus; and (ii) any assistance Luminus may reasonably request in respect of the supply and/or receipt of the Hardware purchased, rented or leased by Luminus.

**25.2 Delivery** - The Fees with respect to the purchase of Hardware shall be Delivered Duty Paid (DDP - Incoterms 2000).

**25.3 Acceptance** – Without prejudice to clause 26 of the Terms and Conditions, if the Hardware is not in conformity with the Specifications, Luminus shall inform Supplier thereof within

fourteen (14) Business Days as from the date of delivery. In this case, Luminus shall be entitled, without prejudice to its other rights and remedies under the Agreement, at its sole discretion, to either terminate the Agreement without indemnity or to require the Supplier to immediately re-perform its obligations at its own costs.

## **26 Hardware warranty and Hardware lifecycle management**

26.1 *Hardware warranty* - The Supplier warrants that the Hardware is (i) virus-free; (ii) in accordance with Good Industry Practice; (iii) strictly in accordance with the Agreement, including the Specifications; (iv) in accordance with any applicable laws and regulations; and (v) capable of fulfilling the Specifications described in the Agreement.

26.2 The Supplier shall correct any Defects in manufacture or materials for the warranty period as defined in the Agreement. If no period is defined, the warranty period shall be two (2) years as from the delivery.

The Supplier shall replace at its own expense, within a reasonable time limit to be determined by agreement between the Parties, any Hardware, in whole or in part, which becomes damaged or defective in the course of normal use during the warranty period.

The Supplier is responsible for any Defect which exists at the time of delivery, even if this Defect does not appear until a later date. The Supplier is also responsible for any Defect which occurs after delivery and is attributable to non-compliance with its obligations, including failure to provide a guarantee that, for a certain period, Hardware used for the purposes for which they are normally used or for a specific purpose will preserve their qualities or characteristics as specified.

If a Defect is found to originate in a systematic flaw in design, the Supplier must replace or modify all identical parts incorporated in the other products that are part of the Agreement, even though they may not have been the cause of any incident.

26.3 *Hardware lifecycle management* – the Hardware provided under the Agreement and the Hardware Maintenance Services with respect to such Hardware shall be available for at least five (5) years as from the date of installation of this version by Luminus. Any rebranding, renaming or restructuring of the Hardware by the Supplier shall not affect Luminus' rights under the Agreement. Luminus shall always have at least the same rights with respect to the rebranded or renamed Hardware.

## **27 Hardware Maintenance Services**

27.1 *One-shot repair of Hardware* - Where the Agreement does not explicitly cover Hardware Maintenance Services, the Supplier agrees to perform one-shot repairs to Hardware at Luminus' request. In response to such a request, the Supplier shall prepare without delay an estimate of the price of the repair and a timetable for its execution. The estimate and the timetable shall be provided free of charge to Luminus, regardless of whether or not the repair is executed. If Luminus accepts the estimate and timetable, an order shall be signed between the Parties. It is explicitly agreed that all other conditions of the Agreement shall also apply to a one-shot repair.

27.2 *Minimum requirements* - Without prejudice to the relative service level agreement, Hardware Maintenance Services shall involve at least: (i) diagnosing the cause of failures affecting the Hardware; (ii) correcting faults as rapidly as possible; (iii) replacing components, printed circuits and electronic units that prove defective in the course of normal use, and effecting any alterations deemed necessary by it to improve operation of the Hardware; (iv) acting as the link with its own central

maintenance departments (v) providing "hot-line" support to resolve urgent problems and Hardware failures; (vii) providing drivers for correct function of Hardware; (viii) providing Documentation regarding the compatible cables and connectors for the Hardware. Supplier authorizes Luminus to order customized and/or partial Hardware Maintenance Services and to reduce the Fees accordingly. Supplier guarantees that Hardware Maintenance Services are available during five (5) years as from the delivery date of the Hardware.

27.3 *Luminus obligations* – Supplier may reasonably claim additional Fees if the Hardware Maintenance Services are due to or delayed by an alteration or modification of the Hardware by Luminus without Supplier's consent.

27.4 *Responsibility for diagnosis* - The Supplier has sole responsibility for diagnosing and determining the origin of failures affecting all or part of the Hardware provided that Luminus provides Supplier with the available relevant information.

## **28 Representations**

28.1 The Supplier represents that the provision of the Hardware Maintenance Services shall comply with clauses 33 and 36 of the Terms and Conditions.

## **29 Additional terms regarding IaaS, PaaS**

29.1 Where Hardware is offered as IaaS (or PaaS), any terms and conditions included in Supplier Documentation (including, but not limited to, service descriptions, terms of use, etc.) that is incorporated into the Agreement, shall apply and prevail over other sections of the Agreement (including the present Terms and Conditions) solely if and to the extent that (i) the subject matter thereof has not been expressly dealt with elsewhere in the Agreement; or (ii) in case of any conflict with any other provision of the Agreement, the latter explicitly and specifically confirms or allows such conflicting terms and conditions of the Supplier documentation to prevail.

29.2 *Service levels* - If the Agreement indicates that IaaS or PaaS shall be provided by Supplier to Luminus in accordance with the service levels set forth in the service level agreement provided in the Specifications, the present clause 23.2 shall apply, unless the Parties have explicitly agreed otherwise in such service level agreement.

29.2.1 *Fee reduction* – If the Supplier fails to provide its IaaS or PaaS in compliance with the service levels, Luminus shall be entitled, except otherwise agreed in the service level agreement, (i) to receive a Fee reduction on its next invoice equivalent to the amount of ten (10) % of the monthly Fee under the Agreement or (ii) to be reimbursed part of the Fees prepaid for the IaaS or PaaS equivalent to the amount of ten (10) % of the monthly Fee under the Agreement. The Parties agree that the fee reduction is not a private penalty but a reduction of the amounts due to the Supplier following the decreased value of the IaaS or PaaS rendered by the Supplier. The Parties moreover agree that a fee reduction shall not be the sole and exclusive remedy in relation to the missing service levels and shall be without prejudice to Luminus' other rights and remedies under the Agreement, including the right of Luminus to claim compensation for the actual damages suffered.

29.2.2 *Reporting* – Supplier shall be obliged to provide Luminus on a monthly basis with a written report detailing the service levels achieved during the last month, failing which the Supplier is deemed to have not complied with the service levels.

29.2.3 *Termination* - If during two (2) months out of six (6) months the Supplier does not comply with the service levels, Luminus may, without prejudice to its other rights and remedies under the Agreement, terminate the Agreement, in whole or in part, without paying any indemnity to the Supplier for such termination.

## IV. PROFESSIONAL SERVICES

### 30 Definitions

In the Agreement, unless the context evidently requires otherwise, the following expressions have the following meaning with respect to the provision of Professional Services:

**Final Acceptance:** means the milestone of final acceptance of the Deliverable under the Agreement.

**Final Acceptance Criteria:** means the criteria set forth in the Frame Agreement, the Specific Agreement(s), the Specifications and/or the Purchase Order that need to be fulfilled in order to achieve the milestone of Final Acceptance in accordance with the acceptance procedure set forth under clause 34 of these Terms and Conditions.

**Guarantee Period:** the period between Provisional Acceptance and Final Acceptance which should be of three (3) months unless otherwise agreed in the Agreement, whereas the Guarantee Period shall never expire before the Final Acceptance and, as a consequence, be extended if necessary;

**Provisional Acceptance:** means the milestone of provisional acceptance of the Deliverable under the Agreement.

**Provisional Acceptance Criteria:** means the criteria set forth in the Frame Agreement, the Specific Agreement(s), the Specifications and/or the Purchase Order that need to be fulfilled in order to achieve the milestone of Provisional Acceptance in accordance with the acceptance procedure set forth under clause 34 of these Terms and Conditions.

### 31 Term

In case of time and material based Professional Services, Luminus shall be entitled to extend the initial term of the Agreement for a maximum additional period of twelve (12) months by sending to the Supplier a written notice at least one (1) month before the end of the initial term of the Agreement.

### 32 Fees

**32.1 Professional Services** – The Fees for the provision of Professional Services shall be deemed to include (i) any services, functions and responsibilities (including incidental services, functions or responsibilities) not expressly specified in the Agreement as within the scope of Supplier's responsibilities, but reasonably and necessarily required for, or inherently related to, the proper performance and provision of the Professional Services; (ii) any assistance Luminus may reasonably request in respect of the supply and/or receipt of the Deliverable(s) and/or the Professional Services.

**32.2 Overtime** - Unless otherwise agreed in the Agreement and only at the specific prior written request or prior written approval from Luminus, in case of (i) overtime outside normal business hours (normal business hours = 7am-7pm on weekdays) or on a Saturday, the Supplier is entitled to charge that overtime at 150% of the agreed daily rates and (ii) overtime on a Sunday or on Belgian public holidays, the Supplier is entitled to charge that overtime at 200% of the agreed daily rates.

**32.3 On call duty** - Unless otherwise agreed in the Agreement and only at the specific prior written request or prior written approval from Luminus, in case of on call duty outside normal business hours as stated above and for a minimum duration of 2 subsequent hours, the Supplier is entitled to receive a fixed fee of 60 EUR per day on which such on call duty is requested.

**32.4 Fixed price** – Except otherwise agreed between the Parties in the Agreement, the Fees for the provision of Professional Services are deemed to be at a fixed price for the entire Term

of the Agreement.

**32.5 Training** – The Parties agree that time spent by Supplier and/or Supplier's Staff on training including but not limited to training courses, project inductions, refresher trainings or acclimation programs, (i) shall never not be considered as Professional Services and (ii) thus shall never not be invoiced to Luminus, except if such trainings relate to specific topics and have been specifically requested by Luminus. All costs and charges in relation to such training shall always be at Supplier's exclusive charge.

### 33 Supplier and Supplier Staff

**33.1 No employer authority on Staff** - In no case shall Luminus exercise, or be deemed to exercise, a partial or complete employer's authority on members of the Staff. The members of the Staff shall never receive instructions from Luminus (other than general guidelines relating to well-being at the work place and safety) concerning the actual execution of the Agreement. Notwithstanding the above, in accordance with article 31 of the Belgian Law of 24 July 1987 on temporary and interim work and the provision of employees to third-party users, Luminus shall be entitled to give instructions to the Supplier's employees solely in connection with the execution of the Agreement with regards to technical, operational, and practical aspects (including "well-being at work place / safety" aspects) of the performance of the Professional Services, which (i) include planning and scheduling the Professional Services, opening and closing times of Luminus site/workplace, access to Luminus locations, premises and/or facilities, access to Luminus IT infrastructure and related IT security processes, and (ii) can be listed further in writing without a need for an amendment of the Agreement. Luminus may in this respect request Supplier to use specific reporting tools (e.g. for time registration). The Parties acknowledge that giving such instructions will not be considered exercising any employer's authority by any means. In case a Supplier or a member of its Staff is providing the Professional Services on a self-employed basis, they shall not receive any instructions from Luminus (other than general guidelines relating to well-being at the work place and safety) in relation to the provision of the Professional Services, nor will Luminus perform any complete or partial employer's authority.

**33.2 Supplier's representation** - The Supplier warrants that no member of the Staff shall, under any circumstance or at any time, be presented or considered as an employee of Luminus. As a consequence, no member of the Staff or any Supplier will be able to initiate a claim against Luminus based on any alleged employer's authority.

**33.3 Labour legislation, Social security, tax** - The Supplier shall be solely responsible for the payment of social security contributions and taxes related to himself or the members of the Staff. The Supplier shall comply with every current and future obligation regarding its activities in Belgium. Particularly, in order to guarantee the implementation of the Agreement, the Supplier shall be responsible for his affiliation to the ONSS in Belgium and shall comply with every corresponding obligation with regard to his Staff in Belgium.

**33.4** The Supplier moreover commits to, both with respect to the performance of this Agreement and to its activities in general, to comply with any and all mandatory legislation that applies to the Supplier and its activities, including (without limitation) the Belgian Law of 5 March 2002 on the secondment (*detachering / détachement*) of workers, the payment of a minimum wage to the Staff, legislation with respect to the employment and/or accommodation of foreign employees, DIMONA, DmFA, etc.

**33.5** The Supplier shall provide proof of compliance with its

obligations under this clause 33 at Luminus' simple request. Moreover, the Supplier shall immediately notify Luminus of any non-compliance, whether voluntary or not, with its obligations under this clause33.

**33.6 Payment of Staff** – Luminus expressly draws the Supplier's attention to the fact that information regarding the wage due is contained on the following website of the "FOD WASO": <https://www.minimumlonen.be> / <https://salairesmimimums.be/> and on the website of the "FOD WASO" itself: [www.werk.belgie.be](http://www.werk.belgie.be). The Supplier confirms that it pays and will pay the salary due to its employees. In particular, in the event of receipt of a notice of inspection pursuant to Articles 35/1, 35/2 and 35/3 of the Belgian Law of 12 April 1965 on the protection of employees' wages, finding that Supplier is in serious breach of its obligation to pay to its employees in a timely manner the wages to which they are entitled, Luminus reserves the right to terminate this Agreement immediately and without warning.

**33.7 Employment of foreign Staff** –Supplier commits not to employ Staff under this Agreement who are not in the possession of the required (valid) residence and/or work permit to legally reside/work in Belgium. Moreover, the Supplier guarantees that it will comply with its legal obligations relating to the assignment in Belgium of foreign staff members (the "Limosa" declaration) and that it does not and will not employ foreign workers who reside illegally in its country or in any other country as stipulated in article 3 of the Belgian Law of 11 February 2013. Luminus is entitled to deny access to its premises (or other workplaces) to Staff who do not meet or who cannot demonstrate to meet all of the above conditions. In such cases, the Supplier will not be entitled to any damages or compensation.

**33.8 Health and safety** – The Supplier agrees to strictly comply with all health and safety related obligations referred to under article 16.3 hereof, failing which Luminus can take all necessary actions in this respect at Supplier's expense, including terminating this Agreement with immediate effect.

**33.9** In the event of a work accident involving Supplier Staff, the Supplier shall immediately (i.e. the same day) inform Luminus to allow the latter (i) to investigate the accident and (ii) to timely send a detailed report to the competent authorities and to all concerned parties. The Supplier shall provide all necessary cooperation to Luminus, the competent authorities and the concerned parties in this respect and shall bear all related costs.

**33.10 Luminus' internal rules and policies** - The Supplier guarantees that the Staff will comply with Luminus' internal rules and policies, which are required to be respected for the good performance of the Professional Services, particularly as far as safety and well-being at work are concerned. The Supplier states and acknowledges that it has received every relevant document on this subject from Luminus.

**33.11 Termination and Indemnification** – In case of material breach by the Supplier of its obligations under this clause 33, Luminus may, without prejudice to its other rights and remedies under the Agreement, terminate the Agreement without paying any indemnity to the Supplier for such termination. Moreover, the Supplier shall indemnify, defend and hold Luminus harmless from and against any and all third party claims, liabilities, losses, and expenses associated with any infringement of this clause 33 by itself and/or its subcontractor and/or any member of their Staff. The Supplier shall be fully responsible for the management of, and the acts and omissions of, all Staff in the provision of the Professional Services and shall indemnify Luminus in relation to any liabilities it incurs in relation to any such acts or omissions.

**33.12 Quality and replacement** - The Supplier undertakes that it will only use technically competent and properly trained and qualified persons as Supplier Staff in the provision and performance of the Professional Services. The Supplier will render its Professional Services in continued and structured consultation with Luminus. Luminus and the Supplier will each appoint a contact person as authorized representative regarding the proper performance of the Professional Services.

**33.13** In the event that the performance of the Professional Services by a Supplier Staff member is found to be unacceptable by Luminus, the authorized representative of Luminus will inform the authorized representative of Supplier in writing thereof. If so requested by Luminus, the Supplier will provide a replacement within five (5) Days of said notice.

**33.14** The Supplier agrees to ensure a continuous assignment of Staff to perform Professional Services hereunder. Should a member of the Supplier's Staff assigned to performance of the Professional Services leave the Supplier temporarily or permanently, the Supplier agrees to inform Luminus of such leaving and to replace such member promptly. Any resulting reassignment by the Supplier of its Staff assigned to perform Professional Services under the Agreement must be with one month's prior notice to and/or prior consultation with Luminus and the replacement Staff shall have substantially equivalent or better qualifications than the member of the Staff being replaced. Furthermore, the Supplier shall ensure a seamless transfer of knowledge between the person(s) newly assigned and the person(s) who have left. Luminus will not be charged for any replacement or costs related thereto –even if such a replacement has taken place in accordance with the above paragraphs – while the replacement acquires the necessary orientation and the Supplier shall indemnify Luminus against all liabilities that may arise as a result of such replacement. Supplier will bear all costs, expenses and charges in relation to the aforementioned replacement.

**33.15 Subcontractors** – Supplier's obligations of this clause 33 shall apply mutatis mutandis to any subcontractors involved by the Supplier in the performance of its obligations under this Agreement.

#### **34 Deliverable acceptance procedure**

**34.1 General provision** - If the Agreement indicates that a Deliverable shall be provided by Supplier to Luminus, the acceptance procedure set out in this clause 34 shall apply, unless the Parties have explicitly agreed otherwise in the Specific Agreement or the Specifications. The Deliverable shall never be deemed to have been accepted tacitly.

**34.2 Provisional Acceptance** - The Provisional Acceptance Criteria shall be specified in the Frame Agreement, the Specific Agreement(s) and/or the Purchase Order. If Supplier believes that the Deliverable is ready for Provisional Acceptance, Supplier shall notify Luminus thereof and Luminus shall control within a reasonable period of time whether the Deliverable respect the Provisional Acceptance Criteria. If the Deliverable is not in conformity with Provisional Acceptance Criteria, Supplier shall immediately re-perform the Professional Services at its own costs in order to ensure that the Deliverable is in compliance with the Provisional Acceptance Criteria.

**34.3 Final Acceptance** - The Final Acceptance Criteria shall be specified in the Frame Agreement, the Specific Agreement(s) and/or the Purchase Order. If, at the end of the Guarantee Period, Supplier believes that the Deliverable is ready for Final Acceptance, Supplier shall notify Luminus thereof and Luminus shall control within a reasonable period of time whether the Deliverable respect the Final Acceptance Criteria. If the Deliverable is not in conformity with Final Acceptance Criteria,



Supplier shall immediately re-perform the Professional Services at its own costs in order to ensure that the Deliverable is in compliance with the Provisional Acceptance Criteria.

**34.4 Termination** – If during two subsequent acceptance procedures, the same Deliverable is found not to be in conformity with the Provisional Acceptance Criteria and/or Final Acceptance Criteria, Luminus may, without prejudice to its other rights and remedies under the Agreement, terminate the Agreement, in whole or in part, without paying any indemnity to the Supplier for such termination.

### **35 Service level agreement**

**35.1 General provision** - If the Agreement indicates that the Professional Services shall be provided by Supplier to Luminus in accordance with the service levels set forth in the service level agreement provided in the Specifications, the present clause 35 shall apply, unless the Parties have explicitly agreed otherwise in such service level agreement.

**35.2 Fee reduction** – If the Supplier fails to provide the Professional Services in compliance with the service levels, Luminus shall be entitled, except otherwise agreed in the service level agreement, (i) to receive a Fee reduction on its next invoice equivalent to the amount of ten (10) % of the monthly Fee under the Agreement or (ii) to be reimbursed part of the Fees prepaid for the Professional Services equivalent to the amount of ten (10) % of the monthly Fee under the Agreement. The Parties agree that the fee reduction is not a private penalty but a reduction of the amounts due to the Supplier following the decreased value of the Services rendered by the Supplier. The Parties moreover agree that a fee reduction shall not be the sole and exclusive remedy in relation to the missing service levels and shall be without prejudice to Luminus' other rights and remedies under the Agreement, including the right of Luminus to claim compensation for the actual damages suffered.

**35.3 Reporting** – Supplier shall be obliged to provide Luminus on a monthly basis with a written report detailing the service levels achieved during the last month, failing which the Supplier is deemed to have not complied with the service levels.

**35.4 Termination** - If during two (2) months out of six (6) months the Supplier does not comply with the service levels, Luminus may, without prejudice to its other rights and remedies under the Agreement, terminate the Agreement, in whole or in part, without paying any indemnity to the Supplier for such termination.

### **36 Professional Services warranty**

**36.1 Professional Services** - The Supplier warrants to perform the Professional Services (i) with the relevant and necessary expertise, diligence and professionalism; (ii) in accordance with Good industry Practice; (iii) strictly in accordance with the Agreement, including the Specifications; and (iv) in accordance with any applicable laws and regulations.

**36.2 Remedy for breach of warranty** – Without prejudice to Luminus' other rights and remedies, for a breach of the Professional Services warranty, Supplier shall, at Luminus' sole choice: (i) re-perform the Professional Services at Supplier's sole costs, or (ii) refund the portion of the Fees paid by Luminus that relate to the non-conforming Professional Services.

**36.3 Deliverable** – If the Deliverable includes Software and/or Hardware, the Professional Services warranty of this clause 36 shall be without prejudice to the Software warranty of clause 20 and/or the Hardware warranty of clause 26.

**36.4 Due diligence** - The Supplier acknowledges that it has received all relevant information and documentation to perform [www.luminus.be](http://www.luminus.be)

the Professional Services, that it has made its own enquiries with respect to the accuracy, completeness and adequacy of such information and documentation and that it has been able to raise due diligence questions to Luminus in this respect.

### **37 Intellectual Property Rights in Deliverables**

**37.1 Intellectual Property Rights in Deliverables** – Unless otherwise agreed in the Agreement and without prejudice to clause 10, the Supplier assigns, worldwide and perpetually, as from the date of creation the ownership and Intellectual Property Rights in all Deliverables to Luminus, such that Luminus has the sole right to obtain, hold and renew, in its own name and/or for its own benefit, Intellectual Property Rights or other titles in respect of such Deliverables. Without limiting the generality of the foregoing, in the event the Deliverables contain Supplier Material, the Supplier will grant to Luminus a perpetual, worldwide, non-exclusive, transferable, sublicenseable and non-revocable license to use, copy, modify, and adapt the Supplier Material as incorporated into the Deliverable so as to gain the full benefit of the Professional Services and Deliverables provided by the Supplier.

**37.2 Third party material** – If the Supplier incorporates third party material in any Deliverable, the Supplier shall procure that Luminus is granted a license in the same terms as set out in clause 37.1.