

General terms and conditions

For assessments, phase 0, pilots, licences and support on NEXZOS, supplied by TresBizz BV to public bodies and other organisations. The one-page summary on nexzos.tresbizz.com is a summary of this text; in case of difference, this text applies.

Version of 5 September 2026 · TresBizz BV, VAT BE 1033.718.409, 231 Avenue Louise, 1050 Brussels, Belgium · nexzos@tresbizz.com

Article 1. Definitions and scope

- 1.1** TresBizz: TresBizz BV, Brussels. Client: the organisation that requests a quotation or places an order. Assignment: an assessment, phase 0, a pilot, a licence or support, as described in the quotation. Report: the written deliverable of an assessment or phase 0. NEXZOS: the operating system and its documentation supplied by TresBizz.
- 1.2** These conditions apply to every quotation, order and agreement between TresBizz and the Client concerning NEXZOS, to the exclusion of the Client's purchasing conditions, except as provided in Article 14.
- 1.3** Departures from these conditions are valid only if agreed in writing.

Article 2. Quotations and orders

- 2.1** Quotations are valid for 30 days from their date. Every amount excludes VAT and is stated in euro unless the quotation says otherwise.
- 2.2** An agreement comes into being when the Client accepts the quotation in writing, including by e-mail or by purchase order that refers to it.
- 2.3** The quotation describes the deliverable, the price, the maximum lead time and, where relevant, the workstations in scope. Work beyond that description is additional work, quoted separately and started only after written agreement.

Article 3. Each step stands alone

- 3.1** Assessment, phase 0 and pilot are separate Assignments. Each has its own deliverable, its own price and its own acceptance. After each one the Client takes a real decision to continue or to stop.
- 3.2** No Assignment creates a purchase obligation for a subsequent step, and no Assignment creates a framework agreement or exclusivity of any kind unless expressly agreed in writing.
- 3.3** TresBizz does not split a single Assignment into parts in order to remain below a procurement threshold. The Client is responsible for applying its own procurement rules to each Assignment.

Article 4. Delivery and lead time

- 4.1** Assessments are delivered remotely. The maximum lead time per level is stated in the quotation and runs from the moment TresBizz has received the exports and access described in the quotation.
- 4.2** A visit to the Client's premises is not included in any assessment level. Where the Client wants a visit, or where TresBizz considers one necessary, it is quoted separately, to measure, and confirmed in writing before the order. The amount follows from distance and duration.

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- 4.3** Lead times are maximum lead times under normal circumstances. Where a delay arises from late delivery of exports, access or decisions by the Client, the lead time is extended accordingly.
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Article 5. Cooperation of the Client

- 5.1** The Client provides in good time the exports, information, access and decisions that the quotation names, and appoints a contact person with the authority to take them.
- 5.2** The Client is responsible for the accuracy and completeness of the information it supplies. Findings in the Report rest on that information; where it proves incorrect, TresBizz is not liable for the consequences.
- 5.3** For a test installation or pilot, the Client makes the agreed machines available, ensures that backups exist before installation, and holds the necessary rights to the applications and data on them.
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Article 6. Acceptance

- 6.1** An assessment or phase 0 is accepted on delivery of the Report and the presentation session described in the quotation. Where the Client considers the Report incomplete against the quotation, it says so in writing within 14 days after delivery, stating the points concerned; TresBizz then completes the Report at no charge. Absent such notice, the Report is accepted.
- 6.2** A pilot is accepted against the acceptance criteria agreed in writing before the order. The Client tests within the period stated in the quotation and reports the findings in writing. Where the criteria are met, or where deviations are minor and do not prevent use, the pilot is accepted. TresBizz remedies remaining deviations within a reasonable period.
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Article 7. Prices and payment

- 7.1** Assessments are invoiced on delivery of the Report and are payable within 14 days.
- 7.2** Phase 0 and pilots are invoiced half on order and half on delivery, each payable within 30 days.
- 7.3** Licences are invoiced with the pilot or order in which they are supplied. The first year of support and upgrades is included in the licence price. Support and upgrade fees from the second year are invoiced annually in advance, per workstation, at the amounts fixed in the agreement for the term chosen.
- 7.4** Where the Client is a public body subject to the Late Payment Directive (2011/7/EU) as transposed, the statutory payment term and statutory interest apply where these differ from this Article. Otherwise, on late payment, statutory commercial interest is due from the due date without further notice.
- 7.5** The Client may not set off amounts or suspend payment except with the written agreement of TresBizz or as permitted by mandatory law.
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Article 8. The Report and intellectual property

- 8.1** On payment, the Client may use, copy and share the Report inside its own organisation, including with its auditor, its supervisory board and its procurement advisers, without limit in time.
- 8.2** The Client does not publish the Report or make it available to third parties outside Article 8.1, except where a statutory duty of disclosure applies, in which case the Client informs TresBizz beforehand where the law permits.
- 8.3** The methods, templates, tools and know-how used by TresBizz remain the property of TresBizz. TresBizz may reuse them for other clients, without using the Client's data or identifiable findings.
- 8.4** NEXZOS and its documentation remain the property of TresBizz and its licensors. Nothing in an Assignment transfers ownership of them to the Client. Open-source components within NEXZOS remain subject to their own licences, which are listed in the documentation.

Article 9. Licence for NEXZOS

- 9.1** A pilot package comprises a fixed project fee per band and a licence for each workstation named in the order. The licence price depends on the assessment level the Client has completed, as stated in the price structure; a Client without an assessment is charged the highest level.
- 9.2** On order of a licence, TresBizz grants the Client a perpetual, non-exclusive, non-transferable right to use NEXZOS on the number of workstations ordered, in accordance with the documentation. The licence is bound to the workstation: a workstation that is replaced keeps its licence, provided the replaced machine is taken out of use. No user account or per-user count is required.
- 9.3** Support, security updates and upgrades, including the next major release, are supplied under a support agreement at the annual amount per workstation stated in the price structure, fixed in the agreement for the term chosen. The first year of support is included in the licence price and starts on delivery of the workstation. Without a support agreement, the right of use continues but no further updates are supplied. An organisation that wishes to remain on a previous release after a new one is available may do so for a period of two to three years under extended support, at the annual amount then in force, indexed by 5 to 10 per cent, plus the supplement for maintaining the previous release stated in the agreement.
- 9.4** The Client does not remove proprietary notices, does not decompile or reverse-engineer NEXZOS beyond what mandatory law allows, and does not sublicense or rent it to third parties. Use by an organisation's own contractors on the Client's workstations counts as use by the Client.
- 9.5** TresBizz warrants that, to its knowledge, NEXZOS does not infringe third-party intellectual property rights in the European Economic Area, and will at its own cost defend the Client against claims to the contrary, provided the Client informs TresBizz promptly and leaves the conduct of the defence to TresBizz.
- 9.6** Launching customer programme. A Client that completes a pilot before 31 December 2027 is entitled, on the same terms as every other such Client, to: standard prices fixed for three years from the pilot order; participation in the quarterly customer meeting; and, from the fourth year after the pilot order, a discount of 30, 20 and 10 per cent on licences and rollout work in years four, five and six respectively, and of 15, 10 and 5 per cent on support and upgrade fees in those years. The programme is a published price list, identical for every participant, and creates no obligation to purchase.

Article 10. Support and updates

- 10.1** Support is provided remotely on working days between 09:00 and 17:00 CET, through the channel named in the agreement. Response and resolution targets are stated in the support agreement per severity level.
- 10.2** Updates are supplied for the supported versions named in the documentation. The Client installs them within the period the documentation recommends; TresBizz is not liable for issues that an already available update would have prevented.
- 10.3** The annual amount per workstation is the same for every workstation under a single agreement, whatever their number, and is invoiced annually in advance.

Article 11. Confidentiality

- 11.1** Both parties keep confidential what they learn of the other in the course of an Assignment: for TresBizz, everything it sees of the Client's estate, applications and organisation; for the Client, everything it sees of the architecture, roadmap and pricing of NEXZOS beyond what is published.
- 11.2** The obligation lasts for five years after the end of the Assignment. It does not apply to information that is public through no fault of the receiving party, that the receiving party already held, or that must be disclosed by law or by order of a court or a supervisory authority; in that case the receiving party informs the other beforehand where the law permits.
- 11.3** TresBizz may name the Client as a reference only with the Client's prior written consent.

Article 12. Personal data

- 12.1** Where TresBizz processes personal data on behalf of the Client, a processing agreement under Article 28 of the GDPR is part of the Assignment. TresBizz's template is available before the order; the Client's own model is accepted where it is prescribed for the Client.
- 12.2** TresBizz processes personal data inside the European Economic Area and does not transfer it outside the EEA without the Client's written instruction.

Article 13. Liability

- 13.1** The liability of TresBizz for damage arising from or in connection with an Assignment is limited to the amount of the Assignment concerned, excluding VAT. For support agreements, the amount is the annual fee of the year in which the event occurred.
- 13.2** TresBizz is not liable for indirect damage, including loss of profit, loss of data that a normal backup would have prevented, and costs of replacement systems, except in the case of intent or gross negligence.
- 13.3** The limitations in this Article do not apply in the case of intent or gross negligence of TresBizz or its managers, nor where mandatory law does not allow them.
- 13.4** A claim lapses if the Client does not notify TresBizz in writing within twelve months after it became aware of the damage.

Article 14. Public bodies, ARBIT and procurement conditions

- 14.1** For Dutch public bodies, TresBizz accepts the Algemene Rijksvoorwaarden bij IT-overeenkomsten 2022 (ARBIT-2022) in place of these conditions, if the Client declares them applicable in its order. In that case ARBIT-2022 prevails over these conditions, and these conditions apply only to matters that ARBIT-2022 does not regulate.
- 14.2** For other public bodies, TresBizz is willing to test these conditions against the Client's prescribed purchasing conditions and to record the agreed departures in the quotation.
- 14.3** Source code escrow with a third party, a right to audit, and an exit arrangement can be arranged and are open for discussion per agreement. They are an offer to be worked out per Assignment, and not an existing facility, and are set out in the quotation where agreed.

Article 15. Term and termination

- 15.1** An Assignment ends when its deliverable has been accepted and paid. A support agreement runs for the term chosen and is renewed for the same term unless either party gives notice three months before its end.
- 15.2** Either party may terminate an Assignment with immediate effect if the other party materially breaches the agreement and does not remedy the breach within 30 days after written notice, or if the other party is declared bankrupt or ceases its activities.
- 15.3** The Client may stop an assessment or phase 0 at any time on written notice. Work performed up to that moment is invoiced pro rata against the hours stated in the quotation, and the Client receives the findings available at that moment.
- 15.4** Articles 8, 9.2, 11, 12 and 13 survive the ending of an Assignment.

Article 16. Final provisions

- 16.1** Neither party is liable for failure caused by circumstances outside its reasonable control. Where such circumstances last longer than 60 days, either party may terminate the affected Assignment in writing without liability for the remainder.

- 16.2** Neither party transfers its rights or obligations under an Assignment to a third party without the written consent of the other, which is not unreasonably withheld. TresBizz may engage subcontractors under its own responsibility.
- 16.3** If any provision proves invalid, the remaining provisions remain in force, and the parties replace the invalid provision by a valid one that comes closest to its purpose.
- 16.4** These conditions and every Assignment are governed by Belgian law. Disputes are submitted to the courts of Brussels, unless Article 14.1 applies, in which case the forum of ARBIT-2022 applies. Before going to court, the parties first attempt to resolve the dispute in a meeting between their management within 30 days after written notice.
- 16.5** TresBizz may amend these conditions. The version in force on the date of the quotation applies to that Assignment.

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