iTraceiT

General Terms and Conditions

Standard Subscription Agreement

Version	v1.2
Date	November 2026
Effective date	1 November 2026
Governing law	Belgian law
Jurisdiction	Court of Nivelles (Brabant Wallon)
Language	English

iTraceiT srl | Rue de Rodeuhaie 4, 1348 Louvain-la-Neuve, Belgium | BE 0770.300.358

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PREAMBLE

These General Terms and Conditions ("GTC") govern the subscription to and use of the iTraceiT platform and related services provided by iTraceiT srl ("iTraceiT"). By signing an Order Form that references these GTC, or by accepting them electronically when subscribing online, the Customer agrees to be bound by them.

The following documents form the Agreement and are incorporated by reference: (1) the Order Form, including any Special Conditions; (2) these GTC; (3) the DPA, published at itraceit.io/dpa; (4) the Service Description, published at itraceit.io/service-description; and (5) where the Customer subscribes online, the Order Summary accepted by the Customer at checkout, which is recorded with the evidence of acceptance. No separate price list or pricing schedule forms part of the Agreement. The Privacy Policy, published at itraceit.io/privacy, is provided for information and does not form part of the Agreement.

In the event of conflict, the following order of priority applies: (1) the Order Form, including any Special Conditions and any specific addendum; (2) these GTC; (3) the Service Description; (4) any other referenced document. By exception, on prices, included volumes and other commercial parameters, the Order Form prevails over all other documents, and Usage Charges are those displayed in accordance with Article 3.8. The DPA prevails over all other documents on data protection matters and cannot be overridden by any other document.

Article 1 — Definitions

In these GTC, the following terms have the meanings set out below:

Agreement: the Order Form, these GTC, the DPA, the Service Description and any other Annexes, forming the complete contract between iTraceiT and the Customer.

Business Day: a day other than Saturday, Sunday, or a public holiday in Belgium.

Confidential Information: any information disclosed by one Party to the other that is marked confidential or that a reasonable person would consider confidential given the nature of the information and the circumstances of disclosure.

Credits: units of support capacity allocated to the Customer's account, consumed to access chargeable support interventions and platform operations as described in Article 6.

Customer: the legal entity identified in the Order Form that subscribes to the Services.

Customer Data: all data, content, and information submitted, uploaded, or processed by the Customer or its users through the Platform.

DPA: the Data Processing Agreement published at itraceit.io/dpa, governing the processing of Personal Data by iTraceiT on behalf of the Customer, incorporated into the Agreement by reference.

Documentation: technical and user documentation made available by iTraceiT relating to the Platform, as updated from time to time.

Effective Date: the date on which the Order Form is signed or accepted by both Parties, or the date of first access to the Platform if earlier.

Order Form: the commercial document signed by the Parties, or accepted online by the Customer, that specifies the Subscription plan or profile, fees, and Term, and that incorporates these GTC by reference. For online subscriptions, the Order Form is the Order Summary.

Order Summary: the summary shown to the Customer at checkout before payment, stating the items ordered (in particular any membership, the Platform subscription fee and any prepaid top-up chosen), their amounts and currency, the included volumes and the applicable Term, and accepted by the Customer together with these GTC.

Personal Data: has the meaning given in Regulation (EU) 2016/679 (GDPR).

Platform: the iTraceiT software-as-a-service application providing digital product passport and traceability functionality, accessible via https://europe-workflow.itraceit.io and https://asia-workflow.itraceit.io, or any other address designated by iTraceiT, as further described in the Service Description and the Documentation. The portal itraceit.lk is the registration and subscription portal for companies established in Sri Lanka.

Usage Charges: the charges for platform operations, per-event outputs and support interventions not included in the Subscription, as displayed in the Customer's account area in accordance with Article 3.8.

Processor: iTraceiT, acting as data processor within the meaning of the GDPR when processing Personal Data on behalf of the Customer.

Service Description: the Annex entitled "Description of the iTraceiT Software and Services", published at itraceit.io/service-description, in the version referenced in the Order Form, which forms part of the Documentation.

Services: access to the Platform and the support services described in Article 6, as specified in the Order Form.

Subscription: the right to access and use the Platform during the Term, as specified in the Order Form.

Term: the subscription period specified in the Order Form, as extended by any renewal.

Article 2 — License and Scope of Services

2.1 Subject to payment of all applicable fees and compliance with the Agreement, iTraceiT grants the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Platform during the Term, solely for the Customer's internal business purposes and in accordance with the Documentation.

2.2 The Customer shall not: (a) sublicense, resell, rent, or otherwise make the Platform available to any third party; (b) reverse-engineer, decompile, disassemble, or derive the source code of any component of the Platform; (c) use the Platform to develop a competing product or service; (d) attempt to circumvent any technical restriction, usage limit, or security control; or (e) use the Platform in any way that violates applicable law or regulation.

2.3 iTraceiT may update or modify the Platform at any time, including adding, modifying, or removing features. iTraceiT will endeavour to provide advance notice of changes that materially affect existing functionality. No update or modification will reduce the core functionality contracted under the Order Form during the current Term without the Customer's written agreement.

2.4 iTraceiT may offer the Customer access to beta features or early-release functionality. Such features are provided "as is" without warranty and are not subject to the support provisions of Article 6 unless expressly stated.

Article 3 — Payment Terms

3.1 All fees are stated exclusive of VAT and any other applicable taxes, which are borne by the Customer. iTraceiT will issue VAT-compliant invoices.

3.2 Invoices issued under the Agreement are payable immediately upon receipt. For online subscriptions activated through the Platform's self-serve flow, payment is due in advance and constitutes a condition for activation of the Subscription.

3.3 In the event of late payment, statutory interest accrues automatically from the due date by operation of law and without prior notice, pursuant to the Belgian Law of 2 August 2002 on combating late payment in commercial transactions. iTraceiT may also claim a flat-rate compensation of €40 per invoice for recovery costs.

3.4 Without prejudice to any other remedy, iTraceiT may suspend access to the Platform if an invoice remains unpaid fifteen (15) calendar days after written notice of non-payment. Suspension does not release the Customer from its payment obligations. Access is restored within one (1) Business Day of payment being received.

3.5 Fees may be indexed annually. iTraceiT will give thirty (30) days' prior written notice of any indexation. Where the Parties have agreed to apply the Agoria/Fabrimetal labour cost index, the revised fee is calculated as: $P1 = P0 \times (0.2 + 0.8 \times S1/S0)$, where S0 is the index value at the start of the current Term and S1 is the index value at the revision date.

3.6 All fees paid are non-refundable unless the Agreement is terminated by the Customer due to iTraceiT's material unremedied breach under Article 12.1.

3.7 The fees payable on subscription are those stated in the Order Form or, for online subscriptions, in the Order Summary accepted by the Customer at checkout. The accepted Order Summary forms part of the Agreement and is recorded, with its date, items and amounts, together with the evidence of the Customer's acceptance; a copy is sent to the Customer.

3.8 Usage Charges are shown in the Customer's account area before any operation that gives rise to them, and the Platform asks for the Customer's confirmation before any charge is made. The Usage Charge that applies is the one displayed at the time of the operation. iTraceiT may change fees and Usage Charges only in accordance with Article 13.2; no change applies retroactively to amounts already paid, to a prepaid balance or Credits already credited, or to an operation already confirmed.

Article 4 — Term and Renewal

4.1 The Agreement enters into force on the Effective Date and continues for the initial Term specified in the Order Form.

4.2 Unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the current Term, the Agreement automatically renews for successive periods of equal duration under the same conditions, subject to any price adjustment communicated in accordance with Article 3.5. Where the Order Form provides for a different renewal duration or notice period, that provision applies.

4.3 On expiry or termination for any reason, the Customer's right to access the Platform ceases immediately. iTraceiT will make Customer Data available for export for a period of thirty (30) days following termination, after which it may be permanently and irreversibly deleted. Data export in CSV format is available at the rate published on iTraceiT's website at the time of export.

Article 5 — Customer Obligations

5.1 The Customer is solely responsible for the accuracy, legality, completeness, and appropriateness of all Customer Data submitted to the Platform. iTraceiT does not verify, validate, or take responsibility for Customer Data.

5.2 The Customer shall ensure that all users of the Platform under its account comply with the Agreement. The Customer is liable for any act or omission of its users as if it were its own.

5.3 The Customer shall implement reasonable access controls for its account, including maintaining the confidentiality of user credentials. The Customer shall notify iTraceiT without undue delay upon becoming aware of any actual or suspected unauthorized access to its account.

5.4 The Customer acknowledges that certain operations on the Platform — including but not limited to the cancellation of blockchain exports, deletion of imported records, batch process resets, and other operations identified as chargeable in the Customer's account area — consume Support Credits. The Customer is responsible for monitoring and managing its credit balance. iTraceiT bears no liability for data consequences resulting from operations initiated and confirmed by the Customer through the Platform interface.

5.5 Data exported by the Customer to the blockchain is published and becomes definitive after the short cancellation period indicated in the Platform, as described in the Service Description. The Customer shall not export Personal Data to the blockchain and is solely responsible for the content it exports.

Article 6 — Support Credit System

6.1 iTraceiT operates a credit-based support model. Each Customer account holds a Support Credits wallet. Credits are allocated through: (a) the credit allowance included in the applicable Subscription tier, as specified in the Order Form; and/or (b) additional credit packages purchased by the Customer through the Platform's online store or by written agreement with iTraceiT.

6.2 Credits are consumed in accordance with the credit costs set out in Article 6.3 and, for platform operations, the credit cost displayed in the Customer's account area before the operation in accordance with Article 3.8 (together, the "Credit Matrix").

6.3 The principal credit cost categories are as follows:

(a) Level 1 — Standard Configuration Assistance (1 credit per intervention): Covers guidance on configuration tasks accessible to the Customer through the Platform interface. Examples include: filter settings, access unblocking, and password resets.

(b) Level 2 — Intermediate Support Tasks (2 credits per intervention): Covers tasks requiring direct execution by the iTraceiT support team, including logo upload, custom report creation, video tutorial production, login and user management, data import assistance, and individual QR code or blockchain operation corrections.

(c) Level 3 — Advanced Technical Support and Training (minimum 1 credit per 30-minute block, billed per indivisible block): Covers training sessions (initial or workflow-specific), advanced data correction procedures (including weight consistency error management and multi-step workflow recovery), custom feature configuration, and large-scale data operations. Tasks in this category may be subject to a prior written cost estimate agreed between the Parties.

(d) Delegation Tax: Where the Customer requests iTraceiT support to perform an action that the Customer could execute autonomously through the Platform interface, the standard credit cost for that task is doubled. The support agent will inform the Customer of the delegation tax before proceeding.

(e) Bug Fixes and Confirmed Software Defects: Zero (0) credits. Any confirmed defect in the Platform software is diagnosed and resolved at no credit cost to the Customer, regardless of the complexity of the fix. A defect is confirmed when iTraceiT's support team reproduces the issue and determines it to be a malfunction of the Platform.

(f) Custom Development: Not covered by the Credit Matrix. Billed on the basis of a written estimate agreed in advance by both Parties. Custom development includes any modification,

extension, or addition to Platform functionality that is specific to the Customer and does not benefit all Platform users.

6.4 Where a platform operation triggers credit consumption, the Platform will display a confirmation prompt to the Customer before deducting credits, clearly stating the number of credits to be deducted and inviting explicit confirmation. Credits are deducted only upon the Customer's confirmation.

6.5 Credits are not redeemable for cash, are non-transferable between Customer accounts, and do not accrue interest. Unless otherwise specified in the Order Form, unused Credits expire at the end of the Subscription Term and are not carried forward. Credits are not refundable.

6.6 iTraceiT may update the Credit Matrix in accordance with Article 13.2. Credit cost updates do not affect Credits already purchased and held in the Customer's wallet at the time of the update.

6.7 iTraceiT does not give any contractual uptime or availability commitment under standard Subscriptions. The Platform is provided on a commercially reasonable best-efforts basis. Customers requiring a formal service level agreement with defined uptime targets and financial remedies should contact iTraceiT to discuss enterprise-level arrangements, which are subject to a separate written agreement.

Article 7 — Intellectual Property

7.1 iTraceiT and its licensors retain all intellectual property rights in and to the Platform, its underlying technology, algorithms, architecture, user interface, Documentation, and all modifications and enhancements thereto. Nothing in the Agreement transfers any such rights to the Customer. The Customer acquires only the limited access right described in Article 2.1.

7.2 The Customer retains all rights, title, and interest in and to Customer Data. The Customer grants iTraceiT a limited, non-exclusive, royalty-free license to process Customer Data solely to the extent necessary to provide the Services, comply with legal obligations, and exercise iTraceiT's rights under the Agreement.

7.3 iTraceiT may use aggregated, anonymised, and de-identified data derived from Platform usage — from which no individual Customer or data subject can reasonably be identified — for internal analytics, platform development, benchmarking, and product improvement purposes.

7.4 The Customer shall promptly notify iTraceiT of any actual or suspected infringement of iTraceiT's intellectual property rights that comes to its attention.

Article 8 — Data Protection

8.1 In connection with the Services, iTraceiT processes Personal Data as a Processor acting on behalf of the Customer as Controller, within the meaning of Regulation (EU) 2016/679 (GDPR) and any applicable national implementing legislation. The terms of such processing are governed exclusively by the DPA published at itraceit.io/dpa, which forms an integral and non-overridable part of the Agreement.

8.2 The Customer warrants that: (a) it has all necessary legal bases to submit Personal Data to the Platform; (b) it has fulfilled all applicable transparency obligations towards data subjects; and (c) its use of the Platform complies with all applicable data protection legislation.

8.3 iTraceiT has appointed a Data Protection Officer: Guy De Smet — guy@itraceit.io.

Article 9 — Confidentiality

9.1 Each Party ("Receiving Party") shall: (a) keep strictly confidential all Confidential Information received from the other Party ("Disclosing Party"); (b) use Confidential Information solely for the purposes of performing the Agreement; (c) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent; and (d) limit access to Confidential Information to personnel and

contractors who need to know it and who are bound by confidentiality obligations at least as protective as those in this Article.

9.2 The obligations in Article 9.1 do not apply to information that: (a) is or becomes publicly available without breach of this Article; (b) was already lawfully known to the Receiving Party without restriction before disclosure; (c) is lawfully received from a third party without restriction; or (d) is independently developed by the Receiving Party without reference to the Confidential Information.

9.3 Each Party may disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided that it gives the Disclosing Party maximum practicable advance notice and cooperates with any reasonable request to seek a protective order.

9.4 The obligations in this Article survive termination or expiry of the Agreement for a period of three (3) years.

Article 10 — Warranties and Disclaimer

10.1 iTraceiT warrants that: (a) it has the right and authority to enter into the Agreement and grant the rights described herein; (b) the Platform will perform substantially in accordance with the Documentation during the Term; and (c) it will comply with all applicable laws and regulations in providing the Services.

10.2 The Customer warrants that: (a) it has the right and authority to enter into the Agreement; (b) its use of the Platform will comply with applicable law; and (c) it has the necessary rights to submit Customer Data to the Platform.

10.3 Except as expressly stated in Article 10.1, the Platform and Services are provided “as is.” iTraceiT does not warrant that the Platform will be uninterrupted, error-free, or fit for any particular purpose beyond those described in the Documentation.

Article 11 — Limitation of Liability

11.1 iTraceiT’s total aggregate liability to the Customer under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by the Customer to iTraceiT in the twelve (12) months immediately preceding the event giving rise to the claim.

11.2 Neither Party shall be liable to the other for any: (a) indirect, incidental, special, consequential, or punitive damages; (b) loss of profit, revenue, business opportunity, or anticipated savings; (c) loss of or damage to data beyond what is recoverable from Customer’s own backups; or (d) loss of goodwill or reputation — even if that Party has been advised of the possibility of such losses.

11.3 The limitations in Articles 11.1 and 11.2 do not apply to: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of Article 9 (Confidentiality); or (d) any liability that cannot be excluded or limited under applicable Belgian law.

Article 12 — Term and Termination

12.1 Either Party may terminate the Agreement by written notice if the other Party commits a material breach of the Agreement and fails to remedy that breach within fifteen (15) calendar days of receiving written notice specifying the breach in reasonable detail.

12.2 Either Party may terminate the Agreement immediately by written notice if the other Party: (a) becomes insolvent or is unable to pay its debts as they fall due; (b) is subject to bankruptcy, judicial reorganisation, or dissolution proceedings; or (c) makes a general assignment for the benefit of its creditors.

12.3 iTraceiT may terminate or suspend the Customer’s access to the Platform immediately upon written notice if the Customer breaches Article 2.2 (prohibited use) or uses the Platform in a manner that creates a security risk or legal liability for iTraceiT or third parties.

12.4 On termination or expiry, each Party shall promptly return or destroy the other Party's Confidential Information. Article 4.3 applies to Customer Data. The following Articles survive termination: 3 (outstanding payment obligations), 4.3, 7, 8, 9, 10, 11, and 13.

Article 13 — General Provisions

13.1 These GTC, together with the other documents forming the Agreement listed in the Preamble, constitute the entire agreement between the Parties with respect to the Services and supersede all prior agreements, representations, warranties, and understandings.

13.2 iTraceiT may update these GTC, the DPA, the Service Description, its fees and its Usage Charges from time to time. The current versions of the GTC, the DPA and the Service Description are available at itraceit.io/terms, itraceit.io/dpa and itraceit.io/service-description, and current Usage Charges are shown in the Customer's account area; previous versions are available on request at support@itraceit.io. For existing Customers, material changes take effect thirty (30) days after written notice. Changes to fees apply to existing Customers only from the next renewal of the Term, without prejudice to indexation under Article 3.5. Changes to Usage Charges apply only to operations confirmed after the change takes effect. No change affects amounts already paid. If the Customer objects to a material change, it may terminate the Agreement before the change takes effect without penalty, by giving written notice within the thirty-day notice period.

13.3 iTraceiT may subcontract any part of the Services provided that iTraceiT remains liable for the performance of any subcontractor. iTraceiT may assign the Agreement in connection with a merger, acquisition, or sale of substantially all of its assets, on written notice to the Customer. The Customer may not assign the Agreement without iTraceiT's prior written consent.

13.4 No waiver of any right or remedy under the Agreement is effective unless made in writing. A waiver of a breach does not constitute a waiver of any subsequent breach.

13.5 If any provision of the Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, it shall be modified to the minimum extent necessary to make it valid and enforceable. The remaining provisions shall continue in full force and effect.

13.6 The Agreement does not create any partnership, joint venture, agency, or employment relationship between the Parties. Neither Party may represent itself as an agent or legal representative of the other.

13.7 The Agreement is governed by Belgian law, excluding its conflict-of-law provisions. Any dispute arising out of or in connection with the Agreement that the Parties cannot resolve by good-faith negotiation within thirty (30) days shall be submitted to the exclusive jurisdiction of the competent courts of Nivelles (Brabant Wallon), Belgium.
