

General Terms and Conditions

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This is a courtesy translation of the Dutch “Algemene Voorwaarden SigmaBI B.V.”. In case of any discrepancy or dispute over interpretation, the Dutch version prevails.

Article 1 — Definitions

1. **SigmaBI:** SigmaBI B.V., established in Leiden, registered with the Dutch Chamber of Commerce under number 97277894.
2. **Client:** the legal entity, or natural person acting in the course of a profession or business, with whom SigmaBI concludes an Agreement.
3. **Agreement:** any contract for services between SigmaBI and the Client, including a quotation or order confirmation accepted by the Client.
4. **Services:** all work to be performed by SigmaBI, including consultancy, design, development and implementation of data platform, business intelligence and reporting solutions.
5. **Deliverables:** the work products described in the Agreement to be delivered, such as dashboards, reports, data models, code and documentation.

Article 2 — Applicability

1. These general terms and conditions apply to all quotations, offers and Agreements of SigmaBI.
2. The applicability of any purchasing or other general terms and conditions of the Client is expressly rejected.
3. Deviations from these terms and conditions are valid only if agreed in writing. In the event of conflict between these terms and conditions and the Agreement, the Agreement prevails.
4. If any provision of these terms and conditions proves to be null and void or voidable, the remaining provisions remain in full force. The parties shall replace the provision concerned with a valid provision that approximates its purpose as closely as possible.

Article 3 — Quotations and formation

1. Quotations issued by SigmaBI are without obligation and valid for the period stated in the quotation or, failing such a period, for 30 days.
2. The Agreement is formed upon written acceptance of the quotation by the Client (e-mail suffices) or when SigmaBI commences performance with the Client's consent.
3. Quotations are based on the information provided by the Client. If that information proves incorrect or incomplete, SigmaBI may submit the consequences for price and planning to the Client in writing.

Article 4 — Performance

1. SigmaBI performs the Services to the best of its knowledge and ability as an independent contractor, without any relationship of authority with the Client. SigmaBI determines the manner in which the Services are performed, within the framework of the Agreement.
2. Only if and to the extent that the Agreement expressly specifies a concretely described result with acceptance criteria does an obligation of result apply in that respect; otherwise, a best-efforts obligation applies.
3. SigmaBI may engage third parties in the performance. Articles 7:404 and 7:407(2) of the Dutch Civil Code do not apply.
4. Agreed time limits are indicative and are not strict deadlines, unless otherwise agreed in writing.

Article 5 — Obligations of the Client

1. The Client shall provide SigmaBI in good time with all access, data, licences and cooperation reasonably required for the performance, and shall designate a permanent point of contact authorised to take decisions.
2. The Client warrants the accuracy, completeness and lawfulness of the data provided by or on its behalf, and the soundness of its own systems and records on which the Services build.
3. Delays or additional costs arising because the Client fails to comply with this article are for the Client's account and risk.

Article 6 — Prices and payment

1. All prices are exclusive of VAT and other government levies.
2. Invoices shall be paid within 30 days of the invoice date, without set-off, discount or suspension.
3. If the payment term is exceeded, the Client is in default by operation of law and owes the statutory commercial interest (Article 6:119a of the Dutch Civil Code) and extrajudicial collection costs.
4. SigmaBI may suspend performance of the Services for as long as due and payable invoices remain unpaid, after having notified the Client thereof in writing.
5. For engagements billed on a time-and-materials basis, SigmaBI invoices monthly, unless otherwise agreed.

Article 7 — Additional work and changes

1. Work outside the scope described in the Agreement constitutes additional work and is performed only after the Client's prior written approval, at the agreed hourly rate or for an additional fixed price.
2. Changes to the scope may affect price and planning; SigmaBI shall submit those consequences to the Client in writing in advance.

Article 8 — Delivery and acceptance

1. If the Agreement contains acceptance criteria, the Client shall assess the Deliverables within the agreed validation period or, failing such a period, within ten working days of delivery.
2. Demonstrable deviations from the acceptance criteria reported within the validation period shall be remedied by SigmaBI at no additional cost. Other findings constitute additional work.
3. The Deliverables are deemed accepted as soon as: (a) the Client confirms acceptance in writing, (b) the validation period expires without written notification of deviations, or (c) the Client takes the Deliverables into production or otherwise uses them for business purposes.
4. Complaints about Services performed or invoices must be reported by the Client in writing within 30 days of the performance or invoice date respectively. A complaint does not suspend the payment obligation.

Article 9 — Intellectual property

1. Upon full payment of all amounts due under the Agreement, the Client acquires ownership of, or an exclusive, perpetual right of use to, the Deliverables developed specifically for the Client, as provided in the Agreement.
2. All rights to general knowledge, experience, methods, frameworks, tools and reusable components that SigmaBI uses or develops in the course of performance are and remain vested in SigmaBI. SigmaBI may freely deploy these for other clients, provided no confidential information of the Client is used in doing so.
3. Rights to third-party software, platforms and components remain with the respective rights holders; the licence terms of those third parties apply to them.

Article 10 — Confidentiality and data protection

1. The parties shall treat all information of which they know, or reasonably ought to know, that it is confidential as strictly confidential, and shall use it solely for the performance of the Agreement. This obligation survives the end of the Agreement.
2. Where SigmaBI processes personal data on behalf of the Client in the course of performance, the parties shall, where required, conclude a data processing agreement in accordance with the GDPR. SigmaBI shall not process more personal data than necessary for the engagement.
3. SigmaBI may use the Client's name and a general description of the engagement as a reference, unless the Client objects in writing.

Article 11 — Liability

1. SigmaBI's total liability under the Agreement, on any ground whatsoever, is limited to compensation of direct damage and to a maximum of the amount (exclusive of VAT) paid by the Client to SigmaBI for the Agreement concerned, provided that for continuing-

performance agreements the compensation is limited to the amounts paid over the six months preceding the event causing the damage.

2. Liability for indirect damage — including consequential damage, loss of profit, missed savings, damage due to business interruption and damage due to loss or corruption of data — is excluded.
3. The limitations of this article do not apply in the event of intent or deliberate recklessness on the part of SigmaBI.
4. Any right to compensation is conditional on the Client reporting the damage to SigmaBI in writing as soon as possible, and in any event within 30 days of discovery. Any claim lapses twelve months after it arises.
5. The Client indemnifies SigmaBI against third-party claims connected with the data or systems provided by the Client.

Article 12 — Force majeure

1. SigmaBI is not obliged to perform any obligation if prevented from doing so by force majeure, which includes: outages of internet, cloud or hosting services of third parties, power failures, illness, and failures of suppliers.
2. If the force majeure lasts longer than 60 days, either party may dissolve the Agreement in writing for the part not performed, without being liable for damages. Services already performed shall be settled pro rata.

Article 13 — Suspension and termination

1. Either party may dissolve the Agreement in writing with immediate effect if the other party attributably fails to perform a material obligation and that failure is not remedied within 14 days of written notice of default.
2. Either party may terminate the Agreement with immediate effect if the other party is declared bankrupt, applies for a suspension of payments, or ceases its business.
3. Upon termination, Services already performed and costs already incurred shall be settled pro rata. Provisions that by their nature are intended to survive — including Articles 9, 10, 11 and 14 — remain in force after the end of the Agreement.

Article 14 — Final provisions

1. All Agreements and these general terms and conditions are governed by Dutch law.
2. Disputes shall be submitted exclusively to the competent court of the District Court of The Hague, unless the parties subsequently agree on mediation or another form of dispute resolution.
3. SigmaBI may amend these terms and conditions. For current Agreements, the version applicable at the time the Agreement was concluded continues to apply.