

## GENERAL TERMS AND CONDITIONS OF SALE DTB

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## Article 1. OUR IDENTIFICATION DATA

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### 1.1. Contact details

**DTB**  
Dreef 41  
9930 Lievegem  
Email address: team@dtbanalytics.be  
Phone number: +32 472 82 48 33  
Company number: 0673.760.416  
Bank account number: BE32 3631 6610 8702  
Website: www.dtbanalytics.be

## Article 2. APPLICABILITY

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- 2.1. Our General Terms and Conditions apply to every offer made by us and to every Offer (collectively: "Agreement"), unless expressly agreed otherwise.
- 2.2. These General Terms and Conditions do not apply to offers and agreements with natural persons who are not acting in the exercise of their profession or business.
- 2.3. Placing an order constitutes express acceptance of our Terms and Conditions.
- 2.4. One or more provisions in these General Terms and Conditions can only be deviated from if this has been expressly agreed in writing. In that case, the other provisions of these General Terms and Conditions remain in full force.
- 2.5. If additional Special Terms and Conditions apply in addition to these General Terms and Conditions, this Article 2 also applies to those Special Terms and Conditions. In the event of any discrepancies between the Special Terms and Conditions and these General Terms and Conditions, the provisions of the Special Terms and Conditions shall in principle prevail over the General Terms and Conditions, unless otherwise provided.
- 2.6. The General Terms and Conditions that you use do not apply, unless we have expressly agreed to them in writing.
- 2.7. We reserve the right to change and/or supplement the General Terms and Conditions at any time for future orders if we have an objective reason to do so. We will always notify you of this in advance by e-mail in accordance with Article 21.1 of these General Terms and Conditions. You have a free right of cancellation for one (1) month from this notification.

## Article 3. SUBJECT MATTER

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- 3.1. Each offer from us is valid for a period of 30 days following the date of the offer, unless the offer expressly provides otherwise.
- 3.2. All information provided prior to the conclusion of an Agreement is provided for indicative purposes only. Any verbal agreements and/or promises made by our employees or on our behalf by representatives are only binding on us if they have been expressly confirmed by us in writing.
- 3.3. We always describe as completely and accurately as possible what we are selling and how the process will work. We depend on the information you provide us with. You acknowledge that the description is in any case sufficiently detailed to allow you to make a proper assessment and that the software license for the use of our Digital AI Data Analyst (hereinafter 'Platform') including the connected data files (hereinafter 'Connectors') and the number of users (hereinafter 'Users') and our Financial Power BI Portal (hereinafter referred to as 'Portal'), whether or not combined with the license to use our analyses and visualizations of the data provided by you (hereinafter referred to as 'Portal'), whether or not combined with the license to use our analyses and visualizations of the data provided by you (hereinafter referred to as 'Platform') 'Work') meet your concrete needs.
- 3.4. A composite quotation does not oblige us to perform part of the assignment at a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

## Article 4. DEVELOPMENT METHOD

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- 4.1. When we create a Work for you, we always do so on the basis of the data to which you have given us access. We will describe in advance in consultation with you, in accordance with Article 3.3 of these General Terms and Conditions, what the intended result is.
- 4.2. The delivered Work is always tailor-made. All desired changes after delivery will be made by default in accordance with Article 5.4 of these General Terms and Conditions.

## Article 5. PRICE

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- 5.1. The prices of the offer or agreed in the offer are prices excluding VAT, taxes and services, which must be paid by you.
- 5.2. The price is invoiced in euros.
- 5.3. Obvious errors in the quotation, such as obvious inaccuracies, can be corrected by us after the conclusion of the agreement.
- 5.4. In the event of additional work, we reserve the right to invoice at an hourly rate as described in the Quotation. We will inform you of this in advance. In the absence of such a rate in the Offer, we are permitted to estimate it in accordance with the usual industry rates.
- 5.5. Customer may increase the number of Users and/or Connectors at any time during the term of the Agreement. This extension will be billed at the then-current rates, prorated by the number of months remaining until the next annual renewal date. Here, each calendar month started in which the extension is activated will be charged in full as a full month. From the next contract year, these additional users and/or connectors will be fully included in the annual basic license and invoiced from day one of the new contract year.
- 5.6. Reducing the number of Connectors or Users is only possible at the next renewal date of the Agreement. The Client must give written notice to this effect, subject to the notice period of three (3) months before the end of the current contract year. If the termination is not notified or is not notified in time (outside the three-month period), the number of Users and/or Connectors for the following contract year remains unchanged and the Customer will owe the full compensation for this.
- 5.7. The subscription prices of the "Platform", the "Portal" and the "Work" are automatically indexed annually on the date of the anniversary of the contract on the basis of the Belgian health index calculated on 1 January of each calendar year according to the following formula:  
*New price = Current price × (New health index / Base health index), rounded up to the nearest hundred.*

This indexation is applied automatically, without prior notice being required. The customer cannot oppose the automatic indexation, as it is an integral part of the price mechanism of the contract.

- 5.8. DTB is entitled to adjust the prices for 'Platform', 'Cockpit' and 'Work' if the operational costs associated with the service increase substantially. Operational costs include, but are not limited to: costs of LLM models and API usage, cloud and hosting costs, compute usage, third-party licensing, and other external costs that have a direct impact on the cost of the service.

Any price change as a result of this Article shall be communicated by DTB to the customer at least thirty (30) days before its entry into force.

If the customer does not wish to accept the announced price change, he has the right to terminate the agreement free of charge and without observing the normal notice period of three (3) months. In that case, the agreement ends on the anniversary of the current agreement.

If the customer does not terminate the agreement before the announced date of entry into force of the new price, the customer will be deemed to have accepted the price change.

## Article 6. PAYMENT

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- 6.1. Invoices are payable within a period of 30 days after the invoice date, unless otherwise agreed in writing.
- 6.2. By merely expiring this period, you are in default and therefore fall short of your payment obligation, without additional prior notice of default. We reserve the right to charge an administration fee of € 10.00 per letter for each notice of default.
- 6.3. In the event of non-payment on the due date, the invoice amount will be increased ipso jure and without notice of default by a fixed compensation of 10% with a minimum of 150 euros and with an annual interest of 10% from the due date, whereby each month started will be charged for a full month. The fee remains due even if the late invoice is paid in principal alone. The interest on the amount due and payable is calculated from the moment you are in default until the moment of payment of the full amount due.
- 6.4. Any protest of an invoice must be sent by e-mail and by registered mail to the contact details mentioned in Article 1 of these General Terms and Conditions, at the latest within 10 working days of receipt of the invoice in question. If you submit a complaint in time, this does not suspend your payment obligation. In that case, you remain obliged to purchase and pay for the other ordered Works and the current License.
- 6.5. We reserve the right to suspend the execution of all pending orders and deliveries until the payment of the unpaid invoices, without prior notice of default and without compensation.

## Article 7. OWNERSHIP

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- 7.1. We do not transfer any ownership of the Platform, the Portal or the Work to you. You only obtain a user license in accordance with Article 15 of these General Terms and Conditions for the duration of the Agreement.

## Article 8. CONFORMITY AND WARRANTY

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- 8.1. We guarantee that the Work will be delivered in accordance with the rules of the art and that the Platform and the Portal will function in accordance with the rules of the art. We try to ensure to the best of our ability that the Platform and the Portal do not contain any viruses, backdoors or other bugs during use.
- 8.2. We warrant that we own all Intellectual Property Rights in the Work, the Platform and the Portal and that neither the Work as delivered, nor The Platform and the Portal infringe the rights of any third party. These warranties do not apply to open source software or other third-party software used by us.

## Article 9. DELIVERY AND ACCEPTANCE OF THE WORK

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- 9.1. The Work is offered to you for acceptance ("Completion").
- 9.2. You are deemed to have accepted the Work:
  - 9.2.1.1. If you have informed us of this in writing, possibly stating any imperfections that still need to be corrected; or
  - 9.2.1.2. At the end of a period of 10 working days from the date of completion, unless you have notified us in writing within this period of such deficiencies that the Work cannot be accepted ('conditional acceptance').
- 9.3. If you use the Work for productive, commercial, or operational purposes prior to the time of acceptance, the Work will be deemed accepted from the time of such use.
- 9.4. In the event of conditional acceptance, we will make every effort to rectify the defects found as soon as possible.
- 9.5. Acceptance of the Work should not be withheld on the basis of minor errors (errors that do not reasonably prevent productive, commercial or operational use).

Changes after the Acceptance will only be made under the condition in Article 5.4 of these General Terms and Conditions.

## Article 10. LIABILITY

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- 10.1.** We are liable to you for damage as a result of attributable errors during the performance of the Agreement up to an amount equal to the sum of the invoices paid in the twelve months prior to the moment of the error.
- 10.2.** We are not liable for:
- 10.2.1.1.** Defects, of any kind, to the Work that you have already made any changes to since the completion of the Work or any part thereof;
  - 10.2.1.2.** Defects, of any kind, to your software or infrastructure that affects the development or functioning of the Work;
  - 10.2.1.3.** Damage, of whatever nature, arises because we have relied on incorrect and/or incomplete data or rights provided by or on behalf of you.
- 10.3.** Upon acceptance of the Work, we will not be liable for any visible or hidden defects, except where they are caused by our willful or gross negligence.
- 10.4.** Hidden defects must be reported to us in writing within 10 working days after the defect has been discovered, under penalty of forfeiture. Any notification must be sent to us in writing, by registered letter or by e-mail ([team@dtbanalytics.be](mailto:team@dtbanalytics.be)).
- 10.5.** In any event, our total liability to you is limited to the price of the Work or access to the Platform or Portal that gave rise to the damage, as invoiced to you in the last twelve months.

## Article 11. INTERACTIONS WITH THIRD PARTIES

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- 11.1.** We are not liable for delays or disruptions resulting from the use of the internet and electronic means of communication, nor for the (continuous or uninterrupted) availability of the software, hardware and services. We may discontinue, interrupt or suspend our services (in whole or in part), without you being entitled to a refund, credit or other compensation, if the software, hardware or third-party services on which the service depends are no longer available, have been suspended, interrupted or in our opinion do not provide the required level of security.
- 11.2.** The permanent discontinuation of the services of a supplier who is essential to our services is a case of force majeure within the meaning of art. 13 of these General Terms and Conditions when no reasonable alternative is available.
- 11.3.** You acknowledge that the delivery of the Work may be subject to your agreement to the licenses of third parties. Such third-party licenses are not our responsibility. We do not guarantee that third parties will grant such licenses to you.
- 11.4.** In the event that we do not provide these necessary third-party licenses, you will have to obtain them yourself and fully comply with them at your expense. You will indemnify, defend, and hold us, our affiliates, and our representatives harmless from and against any damages, costs, claims, demands, suits, suits, suits, or losses of any kind suffered or incurred by anyone, arising out of or in connection with your breach of any license or permission of any third party.
- 11.5.** When we provide these licenses for you, we reserve the right to terminate these licenses without prior notice in the event of non-payment. We are not liable for any damage or costs resulting from this.

## Article 12. FORCE MAJEURE

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- 12.1.** In the event of force majeure, we are not obliged to fulfil our obligations. In that case, we can either suspend our obligations for the duration of the force majeure, or permanently dissolve the agreement.
- 12.2.** Force majeure is any circumstance beyond our will and control that prevents the fulfilment of our obligations in whole or in part. This includes, but is not limited to, Internet failures, hacking of the website, power failures, power failures, e-mail traffic failures and failures or changes in technology provided by third parties, lockouts, pandemics, epidemics, general mobilization, state of war or revolution, strikes, government measures, negligence of our suppliers and/or manufacturers as well as auxiliary persons, illness of personnel, defects in resources, fire, business disruptions, floods, the discontinuation of any or all of our suppliers' services (including Microsoft) for which no reasonable alternative is available.

### Article 13. PERSONAL DATA

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- 13.1.** For the purpose of the Agreement, and for the entire term of this Agreement, you expressly instruct us to process all personal data to the extent such processing is done and is required for the performance of this Agreement.
- 13.2.** The processing of personal data by us on behalf of and on your instructions is governed by a separate Data Processing Agreement as required by Article 28(3) of the GDPR.
- 13.3.** DTB shall provide a Data Processing Agreement to the Customer. Should the Customer wish to use its own Data Processing Agreement, such agreement must be submitted to DTB for approval. The final Data Processing Agreement shall form an integral part of the Agreement.

### Article 14. INTELLECTUAL PROPERTY

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- 14.1.** We are and will remain the exclusive owners of all intellectual property rights relating to our products and services.
- 14.2.** You only obtain a limited, worldwide, non-exclusive and non-transferable right of use to the delivered Work and the Platform and/or the Portal. This right of use begins on the date of acceptance of the Work.
- 14.3.** If it is unclear who is the owner of any intellectual property right, it is assumed that we are the owner of the rights. In any case, we retain all rights to the Platform and the Portal to which you have access.
- 14.4.** You may not modify or create derivative works from the Work without our prior written consent.
- 14.5.** We are permitted to use the Work for our own promotion and publicity. This includes including the Work in our digital and publicly available portfolio, whether or not it has been delivered. This is done under the conditions in current Article 15.
- 14.6.** We are allowed to use your company, trade and brand name and logos for our own promotion and publicity. This includes including your company, trade and brand name and logos in our digital and publicly available portfolio.
- 14.7.** In any case, we reserve the right to attribution on the Work. We exercise this by having the option of displaying a notice at the bottom of the Work that refers to DTB, DTB Analytics or Neverwhere AI, with a hyperlink to our website if possible.
- 14.8.** You warrant to us that you own all the material you send to us or that you have the necessary rights. You will indemnify us for any damages we may suffer as a result of any third party claims relating to this material or these rights.
- 14.9.** We do not make the source code of the Work, the Platform, nor the Portal available to you at any time.

### Article 15. CONFIDENTIALITY

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- 15.1.** Confidential Information is any information relating to company affairs that is not generally known, including (but not limited to) commercial and technical know-how, details of customers, suppliers and trading partners, financial data and general strategy.
- 15.2.** The Parties hereby agree to keep all Confidential Information disclosed by the other Party confidential and secret and, subject to the other Party's prior written consent:
  - 15.2.1.1.** not to use or exploit the Confidential Information in any way, except when necessary in the context of the performance of the Agreement;
  - 15.2.1.2.** not to disclose or make available to third parties, in whole or in part, the Confidential Information;
  - 15.2.1.3.** not to copy, write down or otherwise document the Confidential Information, unless strictly necessary in the context of the performance of the Agreement.
- 15.3.** Further, the Parties agree to provide adequate protection against unauthorized disclosure, copying or use of the Confidential Information and to treat the Confidential Information with at least the same care that they use to protect their own Confidential Information of a similar nature.
- 15.4.** The Party receiving Confidential Information ("the Recipient") agrees to provide Confidential Information only to its representatives or its legal or professional advisors for whom it is useful or who need such Confidential Information in the context of the performance of the Agreement. The Recipient shall:
  - 15.4.1.1.** inform its representatives of the confidential nature of the Confidential Information prior to any disclosure; and

- 15.4.1.2.** take reasonable steps to ensure that all representatives who receive Confidential Information comply with the terms of this Article 16.
- 15.5.** Confidential Information may only be disclosed by the Recipient:
- 15.5.1.1.** with the prior written consent of the other party;
- 15.5.1.2.** to its representatives, in accordance with current Article 16;
- 15.5.1.3.** To the extent that such Confidential Information is required to be disclosed by law, by a governmental or other regulatory body, or by a court or other body competent to adjudicate. To the extent permitted by law, the Recipient must notify the other party of such disclosure in advance.
- 15.6.** The Recipient shall, at the first request and at the option of the other party:
- 15.6.1.1.** return, destroy, disable and discontinue the use of any Confidential Information in its possession, including all copies and other material displaying the Confidential Information;
- 15.6.1.2.** delete the Confidential Information from its computer systems and other data carriers in electronic or other form.
- 15.7.** However, the Recipient may retain a copy of the Confidential Information to the extent required by law or any applicable governmental or regulatory body and to the extent reasonable to allow the Recipient to retain evidence that it has performed its obligations under the Agreement.
- 15.8.** If it is technically impossible to destroy all Confidential Information, the Recipient must inform the other Party and both Parties must discuss how they will resolve the situation. In that case, the confidentiality obligations under this Article 16 will continue to apply to that Confidential Information.

## Article 16. TERM AND TERMINATION

- 16.1.** The Agreement will come into effect on the effective date and will remain in effect until acceptance of the Work.
- 16.2.** The Agreement shall remain in force for the period specified in the Offer (the "Initial Term").
- 16.3.** Upon expiration of the Initial Term, the Agreement shall be automatically renewed for the specified fee for successive terms as stipulated in the Offer (hereinafter a "Renewal Term"), unless a Party terminates the Agreement by giving notice to the other Party in accordance with Article 21.1 of these General Terms and Conditions no later than three (3) months before the due date of the then-current term.
- 16.4.** Without prejudice to our right to compensation for loss, damage and costs suffered and without prejudice to any other provisions of the Agreement, we may terminate the Agreement at any time during its term by sending notice to you in accordance with Article 21.1 of these Terms and Conditions if:
- 16.4.1.1.** You breach or breach any of your material obligations, agreements or obligations under the Agreement, provided that such breach continues for a period of fifteen (15) days after we send you a notice of default. This specifies the nature of the violation and asks you to remedy it.
- Without being limited to, the following obligations constitute such a material breach:
- unauthorized use of the service;
  - breach of your responsibilities in relation to the use of the service;
  - non-payment of fees;
  - breach of your warranties;
  - breach of our Intellectual Property or breach of your confidentiality obligations and breach of your non-solicitation obligations.
- 16.4.1.2.** You file a petition for bankruptcy or are declared bankrupt or become insolvent or are generally unable to pay your debts when they are due or placed in the hands of a trustee or if the equivalent of such proceedings occurs; or
- 16.4.1.3.** The force majeure as defined in Article 13 of these General Terms and Conditions has continued for at least six (6) consecutive months.
- 16.5.** The application of Article 1794 of the Civil Code to the present Agreement is expressly excluded.

## Article 17. CONSEQUENCES OF THE TERMINATION OR EXPIRATION OF THE AGREEMENT

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- 17.1.** Any provision of the Agreement that is expressly or implied to survive termination or expiration, regardless of cause, shall survive as provided for. The termination or expiration shall be without prejudice to the obligation to pay any amount due under the Agreement while in force.
- 17.2.** Upon termination or expiration of the Agreement:
- you can request us to send you the most recent backup of your data within a period of time, provided that all invoices have been paid at that time and the notice period has been respected.
  - the licenses on the Platform, the Portal and the Work end.
- 17.3.** In the event of termination of the Agreement due to our bankruptcy, we will make every effort to provide you with the most recent backup of your data, provided that all invoices have been paid at that time.

## Article 18. NON-RECRUITMENT

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- 18.1.** Throughout the term of the Agreement and for one (1) year after termination or expiration of the Agreement, you, your affiliates, your agents or the representatives of your affiliates shall not attempt to employ, employ or otherwise, directly or indirectly, any representative of us or our affiliates, away.
- 18.2.** In the event of a breach of this obligation, we are entitled to a lump sum compensation of € 75,000.00 without prior notice of default , without prejudice to our right to claim compensation for the damage actually suffered.

## Article 19. APPLICABLE LAW AND DISPUTES

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- 19.1.** Of course, we always hope that all our customers are 100% satisfied. If you do have complaints about our services, you can contact us by sending a letter to DTB, Dreef 41, 9930 Lievegem or by e-mail to [team@dtbanalytics.be](mailto:team@dtbanalytics.be). We will do everything we can to handle the complaint within 7 days.
- 19.2.** All Agreements that we conclude with you, regardless of their place of residence, are exclusively governed by Belgian law and in the event of disputes, only the courts of Ghent are competent.
- 19.3.** The applicability of the Vienna Sales Convention is expressly excluded.

## Article 20. OTHER PROVISIONS

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- 20.1.** The parties may give each other any notification by means of an e-mail with acknowledgement of receipt or registered letter. When addressed to you, the (e-mail) address included in the Offer must be used. When addressed to us, emails should be sent to [team@dtbanalytics.be](mailto:team@dtbanalytics.be). Such notification shall be deemed to have been made after the expiry of 48 hours after it has been sent by registered letter and 12 hours after it has been sent by e-mail.
- 20.2.** If any provision of the Agreement is found to be illegal, void or for any reason unenforceable, then this term shall be deemed severable from the Agreement and shall not affect the validity and enforceability of the remaining provisions. The Parties shall replace this condition with a condition that comes closest to the original intention of the Parties.