



GENERAL TERMS AND CONDITIONS
VERSION 2.2 · 2026

FOR EVERY QUOTATION, ENGAGEMENT AND SERVICE

General terms and conditions.

The standard terms of Nimble Institute B.V. — for each article, first in brief, then the full text.

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CHAMBER OF COMMERCE 73378623

CLASSIFICATION: CONFIDENTIAL

BEFORE YOU READ ON

These terms in brief.

Version: 2.2 · Nimble Institute B.V. (van Harenspad 48, 8442 CD Heerenveen, Chamber of Commerce no. 73378623)

THE BASICS

Our standard terms for every engagement. Deviations are only valid when confirmed in writing by Nimble. The Framework Agreement and any WOs take precedence over these terms in the event of a conflict — see the order of precedence in article 5.

These terms and conditions apply to all quotations, agreements and services of Nimble Institute B.V. Deviation is only possible by means of written confirmation by Nimble Institute.

Chapter A

General — articles 1 to 12. Applies to every engagement.

Chapter B

Software — articles 13 to 17. Applies to implementation, sprints and support.

Per article

First the essence in one or two sentences, then the binding text.

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A

CHAPTER A

General

Articles 1–12

01

ARTICLE 1

Definitions

IN BRIEF

Abbreviations. Terms that are also defined in the Framework Agreement follow the definition in the Framework Agreement.

Account	the online environment made available by Nimble Institute to enable the Client and/or End Users to access and use the Software.
Annex	any annex to the Agreement.
Agreement	as defined in the Framework Agreement.
Client	any legal entity or natural person acting in the course of its profession or business that enters into or has entered into an Agreement with Nimble Institute.
Client Data	all data and materials provided to Nimble Institute by the Client and/or End Users, or uploaded, processed or stored via the Software, as well as all data and materials to which Nimble Institute gains access in the performance of the Agreement.
Confidential Information	all information that has been designated as confidential, or that the receiving Party should reasonably regard as confidential. The contents of the Agreement shall in any event be regarded as confidential.
Effective Date	as defined in the Framework Agreement.
Employee	any natural person who, during the term of the Agreement or 6 months prior to the Effective Date, is or was employed by or contracted by Nimble Institute.
End User	any natural person who makes use of the Services.
General Terms and Conditions	these general terms and conditions.

Intellectual Property Rights	all intellectual property rights and related rights, including copyrights, database rights, domain name rights, trade name rights, trademark rights, know-how, trade secrets, patents, design rights and neighbouring rights.
Materials	all materials developed for or provided to the Client or third parties in the context of the Agreement, such as Software, documentation, training materials, reports, concepts, images, texts and other intellectual creations.
Office Hours	09:00 – 17:00 CET/CEST (Dutch time), Monday to Friday, excluding Dutch national public holidays and days on which Nimble Institute has announced it will be closed.
Parties	Nimble Institute and the Client.
Services	the services provided to the Client under the Agreement, including the delivery, maintenance or development of Software, consultancy services and training.
Software	all software delivered by order of or to the Client under the Agreement, including third-party software delivered by Nimble Institute under the Agreement.
Sprint	a predetermined period during which Nimble Institute will develop part of the Software as determined or agreed at the start of the sprint.
Technologies	software, web applications, third-party services (whether or not licensed, including PaaS, SaaS and web services) made available to the Client as requested and described in a Work Order.

02

— ARTICLE 2

Applicability and interpretation

IN BRIEF

These terms apply to everything Nimble delivers. The Client's purchasing conditions do not apply.

These General Terms and Conditions apply to all quotations, work assignments, work orders, Agreements and Services of Nimble Institute.

The applicability of any purchasing conditions or other general terms and conditions of the Client is expressly excluded. Deviations from or additions to the Agreement are only valid if agreed in writing by the Parties.

If any provision of the Agreement is null and void or voidable, or is or becomes wholly or partially invalid for any other reason, the remaining provisions of the Agreement shall remain in full force and effect. The Parties shall replace the invalid provision with a valid provision whose legal effects correspond as closely as possible to those of the invalid provision.

03

— ARTICLE 3

Order of precedence

IN BRIEF

Which document prevails if two documents say something different. In line with the Framework Agreement.

With regard to the applicable documents, the following order of priority applies:

- (a) supplementary written arrangements and agreements between the Parties;
- (b) the approved Work Order;
- (c) the SLA, if applicable;
- (d) the Framework Agreement;
- (e) the Data Processing Agreement, if applicable;
- (f) these General Terms and Conditions.

04

— ARTICLE 4

Formation of the Agreement

IN BRIEF

Quotations valid for 1 month. Agreement effective when Nimble confirms your written acceptance.

A quotation may be requested through an online or offline channel, by or on behalf of the Client, via a method permitted by Nimble Institute. If Nimble Institute determines that it is able to deliver the requested Services and/or Technologies, Nimble Institute will provide the Client with a quotation setting out the scope, price and additional conditions. Unless stated otherwise, quotations are valid for one (1) month.

The Agreement is deemed to have been concluded on the date and at the time at which Nimble Institute has confirmed in writing to the Client that Nimble Institute has duly received the Client's written acceptance of the quotation.

If the Client requests additional work or services that fall outside the scope of the Agreement, the Parties will consult on this and Nimble Institute may (but is not obliged to) prepare a quotation. Nimble Institute will not perform the additional services until the Client has accepted the quotation. Nimble Institute is entitled to refuse a request for additional work.

Nimble Institute is entitled to engage third parties in the performance of the Agreement. Costs related to engaging third parties shall be borne by Nimble Institute, unless the Parties have expressly agreed otherwise.

Nimble Institute will make every effort to ensure that all advice, information, data and reports provided in the context of the Agreement are complete and accurate, but gives no guarantees in this respect and accepts no liability for their use by the Client.

05

— ARTICLE 5

Prices and invoicing

IN BRIEF

Monthly in advance or in arrears, 30-day payment term. Annual inflation adjustment permitted; for an increase of >5% the Client may terminate.

As consideration for the Services, the Client is obliged to pay the agreed price as stated in the Agreement. Amounts due may be invoiced monthly in advance. The Client shall pay invoiced amounts within 30 days of the invoice date without any set-off. Recurring costs are invoiced monthly, unless expressly stated otherwise in the Agreement.

If an invoice is not paid within the aforementioned payment term of 30 days, the Client is immediately in default, without any prior warning or notice of default being required. In the event of default, the Client is obliged, in addition to the amounts due and interest, to reimburse all extrajudicial and judicial costs, including the costs of lawyers, legal advisers, bailiffs and collection agencies.

Based on the information and preferences shared by the Client and the agreed rates, the Parties may set a budget. If so, this will be included in the Agreement. This budget is paid in advance by the Client. Only after Nimble Institute has received payment will Nimble Institute spend hours on activities. Hours spent are deducted from the Client's budget. When no more hours or costs can be deducted from the budget, Nimble Institute will stop its activities and request an additional budget.

Once a year, Nimble Institute is entitled to adjust the agreed prices due to inflation, cost increases or other market conditions. Nimble Institute will inform the Client of a price increase at least 30 days in advance. In the event of a price increase of more than 5%, the Client is entitled to terminate the Agreement in writing on or before the date on which the price increase takes effect, observing a notice period of 7 days.

If Nimble Institute has well-founded doubts as to whether the Client will be able to meet its (future) payment obligations towards Nimble Institute, Nimble Institute is entitled to require additional financial security from the Client. If the Client is unable to provide financial security to the satisfaction of Nimble Institute, Nimble Institute is entitled to suspend and/or terminate the Agreement.

06

— ARTICLE 6

Intellectual Property and rights of use

IN BRIEF

IP remains with Nimble or its suppliers. The Client receives a non-exclusive, non-transferable right of use — limited to what has been agreed.

All Intellectual Property Rights relating to the Software and/or Materials developed or made available by Nimble Institute in connection with the Agreement are vested exclusively in Nimble Institute or its suppliers. Nothing in this Agreement is intended to transfer any Intellectual Property Rights.

The Client hereby grants Nimble Institute a non-exclusive licence to use the Client's Intellectual Property Rights for the fulfilment of its obligations under the Agreement.

The Client obtains only the non-exclusive and non-transferable rights of use to the Services and/or Technologies arising from the Agreement. The Client shall not reproduce or publish the Software and/or Materials for any purpose that would exceed the rights expressly granted. It is not permitted to:

- make copies of or use the Software and/or Materials in a manner that falls outside the scope of the Agreement;
- modify, disassemble, decompile or reverse-engineer Software, unless permitted by mandatory law;
- sublicense, assign or otherwise transfer rights under this agreement to third parties without written consent.

07

— ARTICLE 7

Confidentiality

IN BRIEF

Each Party keeps the other Party's confidential information secret. Destroy or return upon termination.

Each Party shall treat Confidential Information received from the other Party as strictly confidential and shall not disclose it to third parties without prior written consent, unless disclosure is required by law or is reasonably necessary for the performance of the Agreement.

At the first request of the disclosing Party and immediately upon termination of the Agreement, the receiving Party shall destroy or delete all Confidential Information in its possession and confirm that this has been done.

08

— ARTICLE 8

Liability

IN BRIEF

Nimble's liability only arises after written notice of default and a reasonable period for remedy. Limitations apply as agreed in the Agreement.

Liability of Nimble Institute for an attributable failure in the performance of the Agreement only arises if the Client gives Nimble Institute written notice of default without delay, stating a reasonable period for remedying the failure, and Nimble Institute still remains in default with respect to the performance of its obligations after that period.

The liability of Nimble Institute is limited to the direct damage actually suffered by the Client, up to a maximum of the amount paid by the Client for the relevant Services in the twelve (12) months preceding the event giving rise to liability. Liability for indirect or consequential damage (including loss of profit, loss of data, business interruption) is excluded.

The limitations of liability do not apply in the event of intent or gross negligence on the part of the management of Nimble Institute.

09

— ARTICLE 9

Force majeure

IN BRIEF

If something neither Party can control disrupts delivery for more than 3 months, either of them may terminate the affected part.

Neither Party is liable for failure to perform obligations under the Agreement if such failure is caused by force majeure, including circumstances beyond reasonable control such as natural disasters, strikes, pandemics, failures of third-party services or infrastructure, or government measures.

If a situation of force majeure continues for more than 3 months, both Parties are entitled to terminate the (part of the) Agreement affected by the force majeure. Neither Party is responsible for any damage in the event of force majeure.

10

— ARTICLE 10

Term, amendments and termination

IN BRIEF

The term follows the Agreement. No term specified = indefinite term with a 3-month notice period — unless the Framework or the WO provides otherwise (see Framework 5.2, 5.3, 5.4).

The term of the Agreement is set out in the Agreement. If no term is included, the Agreement runs for an indefinite period. The Agreement can only be terminated by sending the other Party written notice of termination, observing a notice period of 3 months, unless otherwise provided in the Framework Agreement or a Work Order (in particular articles 5.2, 5.3 and 5.4 of the Framework Agreement).

The Agreement can only be amended by mutual consent of the Parties. Amendments shall be laid down in a written document signed by authorised representatives of both Parties.

The Parties shall cooperate fully with each other in amending and adapting the Agreement to (new) applicable laws and regulations.

Unless otherwise provided in the Agreement, the Agreement or any part thereof cannot be terminated prematurely.

Nimble Institute reserves the right to suspend its Services or to terminate the Agreement with immediate effect by notifying the Client in writing if the Client applies for a suspension of payments, the Client files for bankruptcy or is declared bankrupt, or the Client's business is dissolved or terminated.

If Nimble Institute suspends its Services, it retains its rights and claims under applicable law and the Agreement. If the Agreement is terminated, all claims of Nimble Institute become immediately due and payable.

The Client may not invoke article 6:271 of the Dutch Civil Code.

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— ARTICLE 11

Changes to these General Terms and Conditions

IN BRIEF

Nimble may amend these General Terms and Conditions with 30 days' notice. Significant adverse changes give the Client a right of termination.

Notwithstanding the provisions of article 10 of these terms, Nimble Institute is entitled to amend or supplement these terms unilaterally, including with respect to existing Agreements. Contractual changes relating to Agreements already concluded apply subject to a notice period of 30 days after publication of the change via the Account, e-mail or the website of Nimble Institute.

If the intended change(s) has a significant adverse impact on the Client's position, the Client may terminate the Agreement, provided that the notice of termination has been received by Nimble Institute at least one week before the date on which the change(s) takes effect.

Changes of minor importance, changes based on the law and changes in favour of the Client may be implemented at any time without the possibility for the Client to terminate the Agreement and without prior notice to the Client.

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— ARTICLE 12

Miscellaneous

IN BRIEF

Dutch law. Disputes: consultation, mediation, then the Dutch courts. Use as a reference permitted unless agreed otherwise.

The Agreement is governed by the laws of the Netherlands.

In the event of a dispute between the Parties arising from the Agreement, the Parties shall make reasonable efforts to reach an amicable settlement through mutual consultation, or otherwise by means of mediation, before the Parties may submit the dispute to the courts.

Disputes that cannot be resolved amicably or by means of mediation shall be submitted to the competent Dutch court at the principal place of business of Nimble Institute.

Nimble Institute is entitled to transfer its rights and obligations under the Agreement to a third party that takes over the business activities to which the Agreement relates.

Logs and communications received or stored by Nimble Institute are deemed to be the authentic version, unless the Client can prove otherwise.

Nimble Institute is entitled to use the Client's name and logo, the general description of the agreement and a brief summary of the content of related work orders as a reference, unless agreed otherwise in writing.

Written communication under the Agreement also includes communication by e-mail, provided that the identity of the sender and the integrity of the content have been sufficiently established.

The Parties shall at all times immediately notify each other of relevant changes in name, postal address, e-mail address, telephone number and, if required for the performance of the Agreement, bank account details.

B

CHAPTER B

Software

Articles 13–17

13

ARTICLE 13

Configuration and implementation

IN BRIEF

Applies to implementation/configuration. For sprints, see article 14. The Client has 10 working days to accept; silence = acceptance.

This article applies to the implementation and/or configuration of the Software. Article 14 applies to sprint-based development. Nimble Institute is only responsible for the implementation and/or configuration of the Software if expressly agreed in the Agreement.

Upon completion, Nimble Institute makes the Software available to the Client. Within 10 working days, the Client assesses whether the implementation and/or configuration has been carried out correctly and accepts or rejects the activities. Rejection must be sufficiently substantiated and communicated to Nimble Institute in writing (for example by e-mail to support@nimble.expert). If the Client does not reject the implementation and/or configuration within the aforementioned period of 10 working days, it is deemed to have been accepted.

The Client is not entitled to use the Software before acceptance of the implementation and/or configuration, except insofar as this is necessary for evaluation purposes. If the Client uses the Software for operational purposes, it is deemed to have been accepted.

If the implementation and/or configuration is wholly or partially rejected by the Client, Nimble Institute will endeavour to remedy any shortcomings as soon as possible, or explain why there are no grounds for rejection. The Client then reassesses in accordance with the preceding provisions.

If the Client rejects again, Nimble Institute may charge additional costs for further revisions. Both Parties are then entitled to terminate the (part of the) Agreement relating to the implementation/configuration. In the event of such termination, the Client shall reimburse the costs incurred by Nimble Institute for activities already performed. After termination, the Client is no longer entitled to use the Software.

14

— ARTICLE 14

Sprint-based development

IN BRIEF

Applies to sprints. For implementation/configuration, see article 13. Acceptance test on increments within 10 working days; silence = acceptance on day 11.

This article applies to sprint-based development under a Work Order. Article 13 applies to software implementation and configuration. After a Sprint, Nimble Institute determines whether the increment or part thereof is suitable for testing, acceptance and/or use. If so, Nimble Institute makes the increment (or part thereof) available to the Client, together with associated documentation such as version information or release notes.

The Client may perform an acceptance test against the agreed definition of done as laid down in writing, unless other acceptance criteria have been agreed. At its request, Nimble Institute will reasonably assist the Client in performing an acceptance test. The Parties agree in advance which costs Nimble Institute may charge for such assistance.

The acceptance test must be performed within 10 working days after Nimble Institute has notified the Client that the increment has been made available. All feedback or error reports must have been received by Nimble Institute in a detailed written notice on the eleventh (11th) working day after the notification. If Nimble Institute does not receive detailed written feedback or error reports on the eleventh (11th) working day, the increment is deemed to have been accepted by the Client. After acceptance, Nimble Institute is no longer responsible or liable for errors or bugs, unless the Parties have agreed otherwise.

If the Client provides Nimble Institute with detailed written feedback or error reports, Nimble Institute will endeavour to remedy the situation within a reasonable period by making changes to the increment in accordance with the agreed definition of done or other acceptance criteria.

When, in the opinion of Nimble Institute, the modified increment complies with the acceptance criteria, Nimble Institute makes the modified increment available to the Client. The process is then repeated.

15

— ARTICLE 15

Basic support

IN BRIEF

Best-effort helpdesk by e-mail during Office Hours. Paid premium support available via a separate WO.

Nimble Institute provides the Client with basic support through its helpdesk on a best-effort basis. The Client can contact the Nimble Institute helpdesk by e-mail at info@nimble.expert, with support being provided during Office Hours. Nimble Institute will endeavour to answer the

Client's questions as well as possible within a reasonable period. Nimble Institute may charge reasonable costs for basic support; support reports are available on request. Premium support including service agreements is available on request (see Annex C).

16

— ARTICLE 16

Additional costs for work outside Office Hours and work on location

IN BRIEF

Work outside Office Hours = surcharge. Work on location = travel and accommodation costs on top.

Sprints and other work by Nimble Institute are performed during Office Hours. If Nimble Institute performs Sprints or other work outside Office Hours on the instructions of the Client, Nimble Institute is entitled to charge such overtime as follows:

150%

of the agreed hourly rate on working days (Mon–Fri) or on Saturdays;

200%

of the agreed hourly rate on Sundays, Dutch national public holidays or days that Nimble Institute has designated as closed.

If, at the request of the Client, Nimble Institute agrees to perform work at a location other than its head office, the Client is obliged to reimburse Nimble Institute for all related additional costs, including travel expenses, (travel) insurance costs, accommodation costs and costs of food and drink.

17

— ARTICLE 17

Governance and cooperation

IN BRIEF

We meet periodically. Problems are flagged early. Governance at management level twice a year.

The contact persons designated in the Agreement shall endeavour to meet periodically to evaluate progress and the cooperation between Nimble Institute and the Client.

If one of the Parties, a member of the development team, the product owner or the project leader becomes aware of an impediment that may have a negative impact on the development team and/or its output, the person concerned shall report this to the main contact person of the Client and Nimble Institute. The Parties shall discuss such a report as soon as reasonably possible, in order to agree on corrective measures if necessary.

Unless agreed otherwise, the Parties shall establish a governance board and meet twice a year at management level to discuss the cooperation between the Parties and the Agreement.



Questions about these terms?

NIMBLE INSTITUTE B.V.

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CONTACT

info@nimble.expert — helpdesk and general questions

support@nimble.expert — acceptance and rejection (article 13)

