

SERVICE AGREEMENT

Sigmatake | Sigmato (Total Takeoff)

This Service Agreement ("Agreement") is entered into as of the date signed below between **Sigmatake** ("Service Provider"), a company registered in the Province of British Columbia, Canada, and the party identified below ("Client").

CLIENT PARTICULARS

Agreement Date

Date this Agreement becomes effective

Client Company Name

Legal name of client organization

Client Contact Name

Authorized signatory / primary contact

Client Email Address

Email for official notices

Client Phone Number

Primary phone

Project Reference

Brief description of project(s) covered

Province / Territory

Province or territory where project is located (e.g. ON, BC, AB)

SERVICE TIER SELECTED

☐ Tier 1 — Starter Bundle (2 estimates) ☐ Tier 2 — Growth Bundle (up to 5 estimates) ☐ Tier 3 — Annual Subscription (unlimited)

ESTIMATE SIZE

☐ Small (< 2,000 sq ft / 186 m²) ☐ Medium (2,001–5,000 sq ft) ☐ Large (> 5,000 sq ft)

PAYMENT PLAN

☐ 2-instalment (\$2,300 × 2) ☐ 4-instalment (\$2,997 × 4) ☐ 4 quarterly (\$9,000 × 4) ☐ Single / per-estimate

By signing this Agreement the Client confirms they have read and agree to all clauses and Schedule A (Data Processing Addendum). This Agreement constitutes the entire agreement regarding the Services described herein.

DEFINITIONS

"Agreement" — This Service Agreement and all Schedules attached hereto.

"Services" — AI-assisted architectural drawing analysis, material quantity takeoff, and Bill of Materials generation via the Sigmato platform.

"Estimate" — A Bill of Materials (BOM) spreadsheet produced by Sigmato from Client-supplied Drawings.

"Drawing(s)" — Architectural plans, elevations, sections, site plans, or DWG/DXF/PDF files supplied by Client.

"Confidence Score" — A percentage (0–100%) assigned by the AI indicating reliability of data extracted from Client's Drawings.

"Personal Information" — As defined by BC PIPA (SBC 2003, c 63): any information about an identifiable individual.

"Sub-processor" — Any third-party processor engaged by Sigmatake to assist delivery, including Anthropic PBC.

"Force Majeure" — Any event beyond a party's reasonable control: natural disaster, pandemic, war, cyberattack on third-party infrastructure, or government action.

"Business Day" — Monday–Friday, excluding statutory holidays in BC.

CLAUSE 1

SERVICES

1.1 Sigmatake provides AI-assisted building material estimation through the Sigmato (Total Takeoff) platform: analysis of Drawings using Claude Vision AI; extraction of room dimensions, wall lengths, opening schedules, and material specifications; calculation of material quantities using Canadian construction formulas; and generation of a branded Bill of Materials (.xlsx) with costs in CAD.

1.2 Services are calibrated to the National Building Code of Canada (NBC) with provincial cost multipliers applied per the province in Client Particulars.

1.3 Services do **not** include MEP (plumbing/electrical/HVAC) takeoffs, structural engineering, permit applications, site supervision, or procurement. These are future-phase features.

CLAUSE 2

PROJECT DEFINITION & SCOPE

2.1 Each Estimate constitutes a separate scope of work. Included Estimates are per the tier selected. Additional Estimates are invoiced at the applicable per-estimate rate.

2.2 Client shall supply Drawings at: minimum 150 DPI (PDF); AutoCAD 2010+ format (DWG/DXF); with legible dimension annotations and room labels where possible.

2.3 Major revisions to supplied Drawings requiring full re-analysis constitute a new Estimate, invoiced accordingly.

CLAUSE 3

COMMITMENT, DEPOSIT & ONBOARDING

3.1 To activate Services, Client must: (a) sign this Agreement; (b) remit the applicable deposit; and (c) complete the white-label brand profile on the Sigmato platform (company name is the minimum required field before any Drawing can be submitted).

3.2 The deposit is non-refundable once Sigmatake has commenced AI analysis of any Drawing. It is applied as a credit toward the first completed Estimate.

3.3 If Drawings are materially incomplete or unusable, Sigmatake will notify Client with one opportunity to supply replacement Drawings within 10 Business Days at no charge.

CLAUSE 4

PAYMENT, LATE FEES & TAXES

4.1 All amounts are in CAD, exclusive of applicable taxes, per the tier and payment plan selected on the cover page.

4.2 **Late Payment Interest:** Amounts unpaid after the due date bear interest at **1.5% per month (18% per annum)**, calculated and compounded monthly. Client expressly acknowledges both rates as required under the BC Court Order Interest Act (RSBC 1996, c 79).

4.3 Sigmatake may suspend Services after any payment is 15+ Business Days overdue. Services resume upon receipt of all overdue amounts and accrued interest.

4.4 Applicable GST, HST, QST, or PST will be added to invoices based on the province in Client Particulars.

4.5 **Alberta Prompt Payment Notice:** Alberta contractors operating under the Prompt Payment and Construction Lien Act (SA 2020, c P-26.4) must submit payment dispute notices within 14 days of receiving an invoice. Failure to submit timely notice constitutes acceptance of the invoiced amount.

CLAUSE 5

CONFIDENCE SCORE POLICY

5.1 Every Estimate includes a Confidence Score (0–100%) representing AI data extraction reliability from the supplied Drawings.

5.2 Estimates with Confidence Score $\geq$ **75%** are released as final. Estimates **below 75%** are subject to expert review before release. The reviewer may approve with annotations, request additional Drawings, or deliver with an expanded Assumptions & Flags register.

5.3 No Confidence Score guarantees accuracy. All Estimates should be independently verified by a licensed professional before procurement or tendering (see Clause 13).

CLAUSE 6

PRE-DELIVERY REVIEW (BELOW-75% ESTIMATES)

6.1 When Confidence Score falls below 75%, Sigmatake conducts internal review: verifying dimensions against drawing scale; cross-checking room counts; confirming wall type classifications; and adjusting assumptions to align with NBC minimums.

6.2 Following review, Sigmatake releases the Estimate with a detailed Assumptions & Flags sheet. Substituted assumptions are noted and are Client's responsibility to verify.

CLAUSE 7

COMPLIMENTARY RE-ASSESSMENT

7.1 Client is entitled to one (1) complimentary re-assessment per Estimate, subject to: (a) request submitted within 10 Business Days of delivery; (b) specific itemized feedback identifying discrepancy; and (c) original Drawings unchanged.

7.2 A re-assessment reviews specific line items only — it is not a full re-analysis. Revised Drawings trigger a new Estimate per Clause 2.3.

7.3 Re-assessments are unavailable where Client has commenced procurement or tendering based on the original Estimate.

CLAUSE 8

ACCEPTANCE & DEEMED ACCEPTANCE

8.1 Client shall review each Estimate within **five (5) Business Days** of delivery and notify Sigmatake in writing of any material deficiencies.

8.2 Absent written notice within 5 Business Days, the Estimate is deemed accepted, triggering: (a) the right to invoice any outstanding balance; and (b) commencement of the one-year limitation period for any claim relating to that Estimate.

8.3 Deficiency notices must reference specific line items and the nature of the alleged deficiency. General expressions of dissatisfaction do not constitute valid notice.

CLAUSE 9

CLIENT DRAWING WARRANTY & NO-REFUND POLICY

9.1 Client warrants: (a) authority to share all supplied Drawings; (b) Drawings are the most current approved version; (c) Drawings do not infringe third-party intellectual property; and (d) all dimensions and specifications are accurate to Client's knowledge.

9.2 **No-Refund Policy:** Once Sigmatake has commenced AI analysis of any Drawing, all fees paid are non-refundable regardless of whether the resulting Estimate meets Client's expectations. This reflects immediate consumption of AI processing and expert review resources.

9.3 Errors or omissions in Client's Drawings that cause inaccurate Estimates are Client's sole responsibility. Sigmatake's liability is limited per Clause 11.

CLAUSE 10

FAILURE TO COMPLETE COMMITMENT

10.1 Unused Estimates expire if Client fails to submit Drawings within the commitment period (T1: 6 months; T2: 12 months; T3: 12 months from commencement). No refund or credit carry-forward applies.

10.2 Extensions may be granted at Sigmatake's sole discretion upon written request at least 10 Business Days before period expiry.

10.3 A Force Majeure event (Clause 20) that prevents Sigmatake from delivering within the commitment period extends that period by the Force Majeure duration.

CLAUSE 11

LIMITATION OF LIABILITY

11.1 **Liability Cap:** Sigmatake's total aggregate liability (in contract, tort, statute, or otherwise) shall not exceed the total fees paid by Client in the **three (3) months** immediately preceding the event giving rise to the claim.

11.2 **Excluded Losses:** Sigmatake is not liable for: loss of profit, revenue, business, or contract; loss of anticipated savings; indirect, incidental, special, or consequential damages; procurement overruns or construction cost variances arising from reliance on Estimates; or damages from third-party AI provider downtime.

11.3 The parties acknowledge these limitations are reasonable and reflect commercially agreed risk allocation.

11.4 Nothing herein limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability that cannot be excluded by BC law.

CLAUSE 12

INDEMNIFICATION

12.1 **Client Indemnity:** Client shall indemnify and hold harmless Sigmatake and its officers, employees, and contractors against third-party claims arising from: (a) breach of Clause 9 warranties; (b) infringement of third-party IP through supplied Drawings; (c) use of Estimates in violation of Clause 13; or (d) Client's negligent or wrongful acts.

12.2 **Sigmatake Indemnity:** Sigmatake shall indemnify Client against third-party IP infringement claims arising directly from the Sigmat platform itself (excluding Client-supplied content and AI model outputs).

12.3 The indemnifying party shall promptly notify the other upon becoming aware of a claim, allow control of the defense, and provide reasonable cooperation.

CLAUSE 13

PROFESSIONAL DISCLAIMER — AI OUTPUT

IMPORTANT: READ BEFORE USING ANY ESTIMATE FOR PROCUREMENT OR TENDERING.

13.1 Sigmat Estimates are AI-generated and for informational / preliminary budgeting purposes only. They are **not**: a certified quantity survey; a licensed engineering or architectural assessment; a construction contract or tender; or a professional opinion from a licensed quantity surveyor, engineer, or architect.

13.2 AI systems may produce errors, omissions, or incorrect quantities — particularly from incomplete, low-resolution, or ambiguously dimensioned Drawings. Confidence Scores estimate reliability, not guarantee accuracy.

13.3 Client is solely responsible for: independently verifying quantities against Drawings; obtaining professional review before procurement; and ensuring specifications comply with local building codes and engineering requirements.

13.4 Sigmatake is not a licensed engineering, architectural, or quantity surveying firm. Nothing in the Services creates a professional-client relationship under any applicable regulatory statute.

CLAUSE 14

INTELLECTUAL PROPERTY

14.1 **Client IP:** Client retains ownership of supplied Drawings. Sigmatake receives a limited, non-exclusive, non-transferable licence to use Drawings solely to deliver the Services.

14.2 **Sigmatake IP:** Sigmatake retains all rights in: the Sigmat platform, software, AI pipeline, pricing databases, provincial multipliers, BOM templates, and all methodologies and know-how used to deliver the Services.

14.3 **Delivered Estimates:** Upon full payment, Client receives a non-exclusive, perpetual licence to use the Estimate for internal business purposes and for the specific project it relates to. Client may not resell or sublicense Estimates without Sigmatake attribution.

14.4 Sigmatake may use anonymized, non-identifiable statistical data from Estimates to improve the platform and AI models.

CLAUSE 15

CONFIDENTIALITY

15.1 Each party shall hold in strict confidence all non-public information disclosed by the other that is marked confidential or that a reasonable person would understand to be confidential given the nature and circumstances of disclosure.

15.2 Confidential Information includes: Client's Drawings and project details; Sigmatake's pricing algorithms, AI architecture, and proprietary formulas; and the commercial terms of this Agreement.

15.3 Obligations do not apply to information that: (a) is or becomes publicly known without breach; (b) was already known without obligation; (c) is independently developed; or (d) must be disclosed by law or court order (with prompt written notice where legally permitted).

15.4 Confidentiality obligations survive termination for **three (3) years** from termination or expiry.

CLAUSE 16

DATA PROTECTION & PRIVACY

16.1 **Governing Privacy Law:** Sigmatake is registered in British Columbia and is subject to the BC *Personal Information Protection Act* (PIPA), SBC 2003, c 63. Where Client is in Alberta, Alberta PIPA (SA 2003, c P-6.5) also applies. For Clients in Ontario, Manitoba, Saskatchewan, or Atlantic provinces, PIPEDA applies to interprovincial data flows.

16.2 **Purpose of Collection:** Personal Information is collected solely to: identify Client and administer this Agreement; deliver the Services; process payments; and communicate regarding Client's account and project.

16.3 **Cross-Border Data Transfer:** Client's Drawings and associated data are transmitted to and processed by Anthropic PBC, San Francisco, California, **United States**. By signing, Client expressly consents to this cross-border transfer. A Data Processing Addendum is at Schedule A.

16.4 **Alberta PIPA s.13.1 Disclosure:** The destination country is the **United States**. The sub-processor is **Anthropic PBC**, San Francisco, CA. Sigmatake's designated privacy representative for Alberta is **Altaf Ibrahim** (altafebrahim@gmail.com).

16.5 **BC PIPA Rights:** BC residents may request access, correction, or deletion of their Personal Information held by Sigmatake by writing to altafebrahim@gmail.com. Sigmatake will respond within 30 days.

16.6 Personal Information will not be disclosed to third parties except: (a) to sub-processors necessary to deliver the Services; (b) as required by law; or (c) with Client's prior written consent.

CLAUSE 17

AI SUB-PROCESSOR — ANTHROPIC PBC

17.1 Sigmatake uses Claude (claude-sonnet-4-6) by Anthropic PBC to analyse architectural drawings and extract dimensional data. Anthropic does not retain input data for model training under its current Enterprise API terms.

17.2 Full terms governing Anthropic's data handling are in **Schedule A (DPA)**, which Client acknowledges having read as a condition of this Agreement.

17.3 Sigmatake will notify Client if it changes its primary AI sub-processor or if Anthropic materially changes its data processing terms affecting Client data protections.

17.4 Client may decline the AI analysis feature by notifying Sigmatake in writing before submitting Drawings. Alternative arrangements are at Sigmatake's discretion.

CLAUSE 18

DATA RETENTION

18.1 Client Drawings and Estimates are retained for **two (2) years** from Estimate delivery, then securely deleted.

18.2 Client may request early deletion after all fees are paid in full. Sigmatake will confirm deletion within 30 days.

18.3 Anonymized statistical data (material quantity averages, regional pricing trends) may be retained indefinitely for platform improvement.

18.4 Payment records and invoices are retained for a minimum of seven (7) years per CRA requirements.

CLAUSE 19

TERMINATION

19.1 Either party may terminate on **30 days' written notice**. Termination does not affect rights or obligations that accrued before the effective date.

19.2 Either party may terminate immediately if the other: (a) commits a material breach unremedied within 15 Business Days of written notice; (b) becomes insolvent; or (c) engages in fraud.

19.3 Upon termination: (a) Client's platform access ceases; (b) all fees due become immediately payable; (c) each party returns or destroys Confidential Information on request; and (d) Clauses 11, 12, 13, 14, 15, 16, 18, 22, and 23 survive.

19.4 No refund applies for commenced or delivered Estimates. Fees for Estimates not yet commenced may, at Sigmatake's discretion, be credited if Client re-engages within 12 months.

CLAUSE 20

FORCE MAJEURE

20.1 Neither party is liable for delay or failure to perform obligations (other than payment obligations) caused by Force Majeure, provided the affected party: (a) promptly notifies the other; (b) takes all reasonable steps to mitigate; and (c) resumes performance as soon as practicable.

20.2 Force Majeure includes: temporary unavailability of Anthropic's API; cloud infrastructure outages; pandemic-related restrictions; and government orders. It does not include Client's inability to pay.

20.3 If Force Majeure continues for more than 60 consecutive days, either party may terminate without penalty, except that fees for Services already delivered remain payable.

CLAUSE 21

TURNAROUND & DELIVERY

21.1 Sigmatake will use commercially reasonable efforts to deliver Estimates promptly after receipt of complete and acceptable Drawings.

21.2 Delivery timelines may vary with drawing complexity, page count, API availability, concurrent project volume, and whether expert review is triggered.

21.3 Sigmatake does not guarantee specific turnaround times. Time is not of the essence for Estimate delivery. Client must not make procurement or scheduling commitments dependent on a specific delivery date without written confirmation from Sigmatake.

CLAUSE 22

GOVERNING LAW

22.1 This Agreement is governed by and construed in accordance with the laws of the **Province of British Columbia** and federal laws of Canada applicable therein, without regard to conflicts of law principles.

22.2 E-signatures and electronic acceptance are binding pursuant to the BC *Electronic Transactions Act*, SBC 2001, c 10, and (for Alberta Clients) the Alberta *Electronic Transactions Act*, SA 2003, c E-5.5.

22.3 The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

CLAUSE 23

DISPUTE RESOLUTION

23.1 **Good Faith Negotiation:** The parties shall first attempt resolution through good faith negotiation within 15 Business Days of written dispute notice.

23.2 **Mediation:** If negotiation fails within 30 days of initial notice, either party may refer the matter to non-binding mediation in Vancouver, BC. Mediation costs are shared equally.

23.3 **Arbitration:** Unresolved disputes shall be finally determined by binding arbitration in **Vancouver, British Columbia** under the BC *Arbitration Act*, SBC 2020, c 2 (UNCITRAL-based), before a single arbitrator. Language: English.

23.4 Either party may seek urgent injunctive or interim relief from the BC Supreme Court without first exhausting the above steps.

23.5 **Jurisdiction:** Subject to Clause 23.3, each party submits to the exclusive jurisdiction of the courts of **British Columbia, Canada**.

CLAUSE 24

NOTICES

24.1 Formal notices shall be in writing, delivered by: (a) email with delivery confirmation; or (b) registered mail. Notices are effective upon confirmed delivery.

	SIGMATAKE	CLIENT
Attention:	Altaf Ibrahim	As per cover page
Email:	altafebrahim@gmail.com	As per cover page
Province:	British Columbia, Canada	As per cover page

24.2 Either party may update notice details by written notice effective 5 Business Days after delivery.

CLAUSE 25

ASSIGNMENT

25.1 Client shall not assign, transfer, or otherwise deal with rights or obligations under this Agreement without Sigmatake's prior written consent, not to be unreasonably withheld.

25.2 Sigmatake may assign to an affiliate, related entity, or successor by merger/acquisition/asset sale without Client consent, provided the assignee assumes all Sigmatake obligations. Sigmatake will notify Client within 30 days.

CLAUSE 26

GENERAL PROVISIONS

26.1 **Entire Agreement:** This Agreement and all Schedules constitute the entire agreement and supersede all prior oral or written agreements, representations, and understandings.

26.2 **Amendment:** No amendment is effective unless in writing and signed by authorized representatives of both parties.

26.3 **Waiver:** Failure to enforce any provision does not constitute a waiver of the right to enforce it or any other provision in the future.

26.4 **Severability:** If any provision is found invalid or unenforceable, it shall be severed and the remaining provisions continue in full force.

26.5 **Independent Contractors:** The parties are independent contractors. Nothing herein creates a partnership, joint venture, employment, or agency relationship.

26.6 **Counterparts & Electronic Execution:** This Agreement may be executed in counterparts, each an original. Electronic signatures are binding per Clause 22.2.

26.7 **Language:** The parties request this Agreement be in English. Les parties demandent que cette entente soit rédigée en anglais.

SCHEDULE A — DATA PROCESSING ADDENDUM (DPA) ANTHROPIC PBC — AI SUB-PROCESSOR

This Data Processing Addendum ("DPA") forms part of the Service Agreement between Sigmatake ("Controller") and Client and governs the processing of data by Anthropic PBC as an AI sub-processor.

DPA — PART 1: Sub-Processor Details

Sub-Processor:	Anthropic PBC
Address:	548 Market St PMB 90375, San Francisco, CA 94105, USA
Data Location:	United States of America
Role:	AI model provider — processes drawing images to extract dimensional data
Model:	Claude claude-sonnet-4-6 (or successor models)
Privacy Contact:	privacy@anthropic.com anthropic.com/privacy

DPA — PART 2: Data Processed

Transmitted to Anthropic: Architectural drawing images (PNG/JPEG); page descriptions and project metadata; textual content visible within drawings (room labels, dimensions, spec notes).

Personal information within drawings: Drawings may incidentally contain personal info in title blocks (owner names, addresses). Client is advised to redact such information before submission where feasible.

NOT transmitted to Anthropic: Payment information, Client email/contact details, and white-label brand profiles. These are held solely within Sigmatake's Supabase-hosted systems.

DPA — PART 3: Anthropic Processing Terms

A-1. Anthropic processes drawing data solely to generate AI responses (dimensional extraction JSON) on behalf of Sigmatake. Anthropic does not use API inputs to train models under its Enterprise API policy.

A-2. Anthropic retains API inputs/outputs for up to 30 days for trust and safety monitoring, then deletes them. See anthropic.com/privacy for current retention terms.

A-3. Anthropic maintains SOC 2 Type II certification and industry-standard security. Sigmatake relies on Anthropic's published security documentation.

A-4. All data transmitted to Anthropic is encrypted in transit (TLS 1.2+) and at rest.

DPA — PART 4: Other Sub-Processors

Sub-Processor	Location	Purpose
Supabase Inc.	San Francisco, CA, USA	Database, auth, and file storage
Vercel Inc.	San Francisco, CA, USA	Next.js web app hosting
Railway Corp.	San Francisco, CA, USA	FastAPI backend hosting
Stripe Inc.	San Francisco, CA, USA	Payment processing

DPA — PART 5: Privacy Representative & Client Rights

Client may exercise privacy rights (access, correction, deletion) by contacting:

Privacy Rep:	Altat Ibrahim
Email:	altafebrahim@gmail.com
Company:	Sigmatake Sigmato (Total Takeoff)
Province:	British Columbia, Canada
Response Time:	Within 30 calendar days of written request

This DPA is incorporated by reference into the main Service Agreement. Sigmatake will update this DPA to reflect sub-processor changes and notify Client as required by applicable privacy law.

EXECUTION — AUTHORIZED SIGNATURES

By signing below, each party confirms it has read this Agreement including Schedule A and agrees to be bound by its terms.

FOR SIGMATAKE

Authorized Signature

Signature

Print Name

Altaf Ibrahim

Title

Owner & Privacy Representative

Date

Date signed

FOR CLIENT

Authorized Signature

Signature

Print Name

Client Representative Name

Title

Title / Position

Date

Date signed

CLIENT DATA CONSENT ACKNOWLEDGEMENTS

By initialling, Client acknowledges and consents to the following:

■ **Data Transfer Consent:** I consent to transfer of drawing data to Anthropic PBC (San Francisco, CA, USA) for AI processing per Clause 16.3 and Schedule A. Initials _____

■ **Alberta PIPA s.13.1 Acknowledgement (if applicable):** I acknowledge the mandatory cross-border disclosure identifying the United States as destination country and Anthropic PBC as sub-processor. Initials _____

■ **Professional Disclaimer Acknowledgement:** I have read Clause 13 and will not use Estimates as a substitute for licensed quantity surveying or professional engineering advice. Initials _____

■ **Full Agreement Acceptance:** I have read all 26 Clauses and Schedule A and agree to be bound. Initials _____

This Agreement was prepared for Sigmatake with AI-assisted legal drafting and reviewed by Altaf Ibrahim. Sigmatake recommends that both parties obtain independent legal advice before signing. Governing law: Province of British Columbia, Canada. Version 2.0 — July 2026.