



GENERAL TERMS AND CONDITIONS FOR PARTNERS

WORKPOINT A/S

Version 13.1 of September 2024

SECTION I – GENERAL TERMS

1 INTRODUCTION

- 1.1 These general terms and conditions (“General Terms and Conditions”) shall apply to any Services provided by WorkPoint to Partner, unless otherwise explicitly agreed in writing between the Parties pursuant to the applicable Agreement according to which the Services are provided to Partner.
- 1.2 Section I of these General Terms and Conditions (“General Terms”) applies in general for all types of Services (as defined below) provided by WorkPoint to Partner and shall be deviated from only if explicitly agreed in writing between WorkPoint and Partner.
- 1.3 Section II of these General Terms and Conditions (“Data Processing Terms”) applies to the extent WorkPoint as a data processor processes personal data on behalf of Partner being the data controller.
- 1.4 Section III of these General Terms and Conditions (“Service Terms”) shall apply in addition to Section I and Section II to the extent that the Services provided to Partner include Professional Services.
- 1.5 The Services to be provided by WorkPoint to Partner must be described and agreed (a) in an Order Form as regards Software Licensing Services and Support and Maintenance Services and (b) in a SoW as regards Professional Services. Order Forms and SoWs may be executed by Partner subject to the terms and conditions set out in the applicable Agreement and these General Terms and Conditions.
- 1.6 With regard to provision of Services no cross-default effects shall apply between the Agreement, any Order Forms and/or any SoWs, respectively including in relation to breach, termination and/or liability.

2 DEFINITIONS

- 2.1 The defined terms set out in this Clause 2 shall apply in addition to those supplementary defined terms set out in the Partner Agreement, any Order Form and/or any Statement of Work (SoW).
- 2.2 “Agreement” means any agreement regarding WorkPoint’ provision of Services executed between Partner and WorkPoint including but not limited to a Partner Agreement.
- 2.3 “Consultancy Services” means Services provided as performance-based consultancy services entailing that WorkPoint shall not be responsible for performing a specific functionality or result but merely provide a work/effort performance (in Danish “Indsatsforpligtelse”), and where delivery is deemed to have taken place when the work/efforts have been made and the agreed time has been spent on the assignment. Consultancy Services are further specified in a SoW.
- 2.4 “Result Based Services” means project services, implementation services and other consultancy services for which WorkPoint shall provide a specific functionality or result as further specified SoW.
- 2.5 “End Customer” means any legal or natural person being granted a right subject to the terms and conditions of WorkPoint’s EULA to use the Services solely for such legal or natural persons own internal business purposes.
- 2.6 “End Customer Specific Software” means any specific software explicitly designated as end customer specific software in the applicable SoW executed between Partner and WorkPoint pursuant to an Agreement.

- 2.7 “Data Processing Agreement” shall mean the data processing agreement entered into between the Parties pursuant to which WorkPoint will act as a data processor with respect to personal data provided by Partner, the latter being the data controller.
- 2.8 “EULA” means the then-current end user license agreement to be executed between End Customer and WorkPoint.
- 2.9 “Partner Agreement” means an Agreement executed between Partner and WorkPoint pursuant to which Partner will act as a reseller of WorkPoint’ Services to End Customers.
- 2.10 “Party” shall mean Partner or WorkPoint.
- 2.11 “Parties” shall mean Partner and WorkPoint.
- 2.12 “Professional Services” means Consultancy Services and/or Result Based Services as specified in the specific SoW.
- 2.13 “Services” means all types of services and products provided by WorkPoint pursuant to an Agree-ment, including but not limited to Software Licensing Services, Support and Maintenance Services and Professional Services.
- 2.14 “Software Licensing Services” means licenses with respect to WorkPoint’s software as specified in an Order Form.
- 2.15 “SoW” means a statement of work which sets out Professional Services to be delivered by WorkPoint to Partner.
- “Support and Maintenance Services” means maintenance and support services pertaining to Software Licensing Services if specified in an Order Form.
- “Third-Party Software” means any software developed or manufactured by a third-party.

3 THE SERVICES

- 3.1 The Services will be specified in the applicable Agreement which contains an exhaustive description of the Services to be delivered pursuant to the applicable Agreement.
- 3.2 Information provided by WorkPoint in brochures, price lists, advertisements, previous quotations, on the Internet or verbally is of no relevance to the Services and the requirements relating hereto, un-less included in the applicable Agreement.
- 3.3 If Partner has specific expectations or requirements regarding the Services, Partner may seek to include such requirements in the Agreement. WorkPoint shall perform the Services in accordance with the agreed specifications only as explicitly set in the applicable Agreement.

4 THE PARTIES’ COOPERATION

- 4.1 The Parties shall in good faith contribute to the performance of any obligations of the Parties.
- 4.2 The Parties agree to show the flexibility and cooperative behaviour which is deemed reasonably necessary for the timely provision of the Services.
- 4.3 For the timely provision of the Services, Partner shall make the necessary resources available at all levels throughout Partner’s organization and shall at WorkPoint’s request and at reasonable notice provide additional resources if deemed required by WorkPoint.

5 CONTACT PERSON

- 5.1 Partner shall in any Agreement designate a contact person for WorkPoint to whom any inquires may be addressed by WorkPoint. The contact person at Partner must be authorized to enter into agreements and make decisions on behalf of Partner.

6 DELIVERY AND TIME OF DELIVERY

6.1 Any agreed delivery dates are specified in the Agreement. If no time of delivery is specified, either Party may, with a reasonable prior written notice, request provision of the Services comprised by the applicable Agreement.

6.2 Unless otherwise set out in an Agreement, the delivery is completed by WorkPoint when the Services are made available to Partner that date being considered the time of delivery.

6.3 Upon time of delivery the risk of the Services will pass to Partner.

7 USE OF SUB-SUPPLIERS

7.1 WorkPoint is entitled to use sub-suppliers in connection with WorkPoint's performance of Work-Point's obligations.

7.2 WorkPoint is responsible for acts and omissions of its sub-suppliers as if WorkPoint had performed such acts and omissions itself.

7.3 A provider or manufacturer of Third-Party Software is not considered a sub-supplier to WorkPoint.

8 RETENTION OF TITLE

8.1 Any Services or part thereof, as well as any material etc. used for the Services is sold with retention of title.

8.2 The retention of title shall remain in force until Partner has paid the total remuneration for the Services including any applicable interests, costs and expenses associated with the Services and incurred by WorkPoint on behalf of Customer.

9 THIRD-PARTY SOFTWARE

9.1 Partner accepts that the Services may include Third-Party Software of which WorkPoint is a distributor only. Such Third-Party Software may be subject to separate third-party license terms and conditions that End Customer and/or Partner shall accept prior to provision of the Services. Such third-party license terms and conditions are made available to End Customer and/or Partner, and the third-party license terms and conditions are deemed to be accepted by End Customer and Partner (as applicable) as a precondition for End Customer's and/or Partner's right to deploy and use such third-party software. It is the responsibility of Partner to ensure that End Customer is made aware of End Customer's obligation to accept such third-party license terms and conditions and accepts such third-party license terms and conditions applicable to any third-party software.

9.2 Partner is explicitly made aware, and Partner acknowledges and agrees that WorkPoint has no title and/or copyright to such third-party software, and WorkPoint's right to make changes, additions or repairs to such software is subject to certain limitations.

9.3 WorkPoint assumes no liability for the availability or functionality of any third-party software. However, WorkPoint shall make a reasonable attempt to remedy or work around such errors in third-party software subject to payment based on the time and material price model applying the then-current applicable hourly rates of WorkPoint.

10 END CUSTOMER SPECIFIC SOFTWARE

10.1 Any End Customer Specific Software developed under an Agreement by WorkPoint specifically to an End Customer, shall be developed and programmed according to the guidelines and specifications agreed between the Parties pursuant to the applicable SoW. WorkPoint is only responsible for End Customer Specific Software's compliance with the specifications set out in the applicable SoW, and WorkPoint assumes no responsibility for (i) any integrations between End Customer Specific Software and other software applications applied by End Customer, (ii) that End Customer Specific Software is fit for any particular purpose and/or (iii) that End Customer Specific Software will be error-free.

10.2 WorkPoint assumes no responsibility for the support and maintenance of End Customer Specific Software.

10.3 WorkPoint does not warrant that End Customer Specific Software will work with later releases or versions of any Software Licensing Services.

10.4 WorkPoint is not subject to any obligation to accept any requests from Partner regarding development of End Customer Specific Software.

11 REMUNERATION AND TERMS OF PAYMENT

11.1 General Principles

11.1.1 Fees are specified in the applicable Order Forms and/or SoWs (as applicable).

11.1.2 Unless otherwise specified in an Agreement, Services are invoiced in accordance with WorkPoint's then-current price list and hourly rates, and where no specific remuneration has been agreed for the Services in an Agreement, WorkPoint is entitled to remuneration in accordance with the time and material price model applying the then-current applicable hourly rates of WorkPoint.

11.1.3 For Services rendered not specified in the Agreement, payment shall be made in accordance with the time and material price model.

11.1.4 WorkPoint is entitled to change and/or amend any prices or price lists including hourly rates applicable to the Services, including subscription and/or license fees, with a prior notice of 90 days.

11.1.5 The applicable hourly rates are set out in WorkPoint's then-current price list.

11.1.6 WorkPoint is entitled to overtime payment. Overtime pay will be charged in accordance with WorkPoint's then-current price list.

11.2 Invoicing

11.2.1 WorkPoint is entitled to invoice Partner upon delivery or in accordance with a payment plan as explicitly agreed between the Parties in the applicable Agreement.

11.2.2 Partner is obligated to pay WorkPoint the fees for Services provided regardless of whether Partner receives payment from Partner's End Customer.

11.2.3 The terms of payment applicable to Partner for any Services are 30 days net which applies regardless of whether Partner has received payment from End Customer.

11.2.4 Fees are stated exclusive of any VAT or other taxes and duties.

11.2.5 Each Party is fully responsible for its own compliance with all applicable laws and regulations concerning registration, reports and payments of applicable taxes and VAT.

11.2.6 Travel time will be invoiced according to time spent travelling. Unless otherwise agreed in writing, travel time will be calculated based on the distance between the WorkPoint location at which the WorkPoint employee is usually located and the location of Partner where Services are to be provided.

11.2.7 Upon late payments by more than 30 days, WorkPoint is entitled to suspend and withhold the Services or parts thereof. In addition, WorkPoint is entitled to interest with respect to all overdue payments in accordance with applicable law.

11.2.8 Hourly rates and payments for ongoing Services, including subscription and license fees with respect to Software Licensing Services are adjusted annually in accordance with the higher of (i) the increase in the Danish net price index or (ii) 2 percent.

11.2.9 Changes in currency rates, charges, purchase prices from third-party software manufacturers, sub-suppliers, insurance and carriage entitle WorkPoint to further adjust its prices by the net impact of such changes without notice.

12 DELAYS

- 12.1 The Services are delayed if the time of delivery occurs after the agreed delivery date due to matters solely attributable to WorkPoint.
- 12.2 Each Party must in good faith attempt to limit any delay including any negative effects hereof as much as possible.
- 12.3 If Partner does not perform its obligations under the Agreement, or if WorkPoint in any other way is prevented from performing its obligations due to circumstances attributable in whole or in part to Partner, WorkPoint is entitled to postpone deadlines for the performance of the Services by the duration of the delay as well as a reasonable start-up period after the delay has ended.
- 12.4 Irrespective of any postponement of deadlines, WorkPoint is entitled to claim reimbursement of additional documented costs and lost profits in that respect due to Partner's delay.
- 12.5 If an agreed delivery date is exceeded by more than 60 working days solely due to WorkPoint's delay, Partner is entitled to request that WorkPoint shall provide the Services within a reasonable notice of no less than 30 working days .
- 12.6 Clause 12 constitutes Partner's sole and exclusive remedy in case of any delay of the Services and Partner expressly and irrevocable waive any other rights in the event of delay of delivery of the Ser-vices.

13 DEFECTS

- 13.1 The Services shall be deemed defective if the Services do not in all material respects conform to the applicable technical documentation due to matters solely attributable to WorkPoint.
- 13.2 Defects may at the sole discretion of WorkPoint be remedied by remediation or replacement.
- 13.3 Clause 13 sets out Partner's sole and exclusive remedies in case of defects, and Partner expressly and irrevocable waive any other rights in the event of defects of the Services.
- 13.4 If Partner reports a defect and such defect does not exist, Partner shall pay WorkPoint for the time spent by WorkPoint in accordance with the time and material price model applying the then-current applicable hourly rates of WorkPoint.

14 LIMITATION OF LIABILITY

- 14.1 WorkPoint's liabilities do not include (a) defects occurring as a result of installation, remedy or de-velopment not performed by WorkPoint or as a result of Partner's use of the Services in conjunction with third-party accessories/software/hardware that directly or indirectly affect the functionality of the Services, (b) errors occurring as a result of alterations to or interference with the Services not carried out in accordance with WorkPoint's written instructions or acceptance, (c) errors occurring as a result of Partner's lack of training, as a result of the use of the Services in any other way than set out in the provided documentation, contrary to good IT practice or due to Partner's negligence, its staff or any third-party and (d) failure to meet requirements or requests for functionality not expressly and clearly specified in the Agreement.
- 14.2 A Party is not liable for any indirect or consequential damages suffered by the other Party, including Partner's lost profits or savings, operating loss, loss of goodwill, or loss of data. WorkPoint's lost profits or revenues under the Agreement, increased resource spend or payment for surplus re-sources that are not possible to reallocate, are deemed a direct loss.
- 14.3 WorkPoint's total aggregate monetary liability in respect of any matters arising out of or in connec-tion with the Agreement incl. with regard to art. 82(5) of the general data protection regulation, and Section II of these General Terms and Conditions, shall in any circumstances for each 12 months period following the effective date of an Agreement be limited to an amount corresponding to the aggregate fees paid by Partner to WorkPoint for licenses acquired for End Customer pursuant to the Agreement in each such 12 months' period. In addition, with respect to each End Customer, Partner's total aggregate monetary liability shall be limited to the fees paid by Partner to WorkPoint for the licenses purchased for such

individual End Customer for each 12 months period following the effective date of the EULA executed between WorkPoint and the End Customer.

- 14.4 WorkPoint assumes product liability in accordance with applicable mandatory legislation. Beyond this, WorkPoint assumes no product liability.
- 14.5 WorkPoint's liability in relation to third-party equipment/software only includes receipt of Partner's defect report and notification to the manufacturer or the manufacturer's local representative of the defect without undue delay. WorkPoint assumes no further liability in this respect.
- 14.6 Irrespective of the above, the liability of a Party shall not be limited or excluded due to claims for infringement of intellectual property rights, breach of confidentiality undertakings and/or gross negligence or wilful misconduct and breaches.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 Each Party shall retain such intellectual property rights, which prior to execution of an Agreement was the property of such Party.
- 15.2 WorkPoint retains any and all intellectual property rights to its Services, documentation, tools, methods including any Services made available to Partner to enable Partner to perform Partner's obligations pursuant to an Agreement.

16 INFRINGEMENT OF THIRD-PARTY RIGHTS

- 16.1 WorkPoint shall defend Partner against any claims made by a third-party that the Services infringe patent, copyrights or trademarks or misappropriates its trade secret, subject to the limitations set out herein.
- 16.2 Partner shall notify WorkPoint without undue delay of any claim of infringement in writing. WorkPoint shall hereafter assume responsibility of such infringement claim and any expenses in relation hereto.
- 16.3 WorkPoint's obligations shall not apply to the extent that the claim or adverse final judgment is based on:
 - 16.3.1 Customer's non-compliance with the Agreement, these General Terms and Conditions, , or other applicable license terms, EULA etc.
 - 16.3.2 Customer's integration of the Services with a non-WorkPoint product, data or business process including third-party add-ons or programs.
 - 16.3.3 use of the Services for other purposes than as intended and/or contrary to any instructions on use.
- 16.4 If final judgment is passed in favor of third-party asserting the third-party claim, WorkPoint is at its sole discretion entitled to obtain a valid license to the Services or to bring an end to the infringement by modifying or replacing the Services with a solution with materially the same functionality as the Services. Alternatively, WorkPoint is entitled to terminate the Agreement with immediate effect against repayment of any payments for such Services.
- 16.5 This Clause 16 constitutes Customer's sole and exclusive remedy in case of third-party infringement.

17 TERM AND TERMINATION

- 17.1 Term and New Term
 - 17.1.1 The term of the Agreement ("Term") and any extension hereof ("New Term") is set out in the applicable Order Form or SoW.
- 17.2 Termination for convenience
 - 17.2.1 During the Term or any New Term (as applicable), an Agreement cannot be terminated for convenience (in Danish: "opsigelse") by any Party, unless otherwise expressly set out in the specific Order Form or SoW

- 17.2.2 If termination for convenience is possible according to an Order Form or SoW, such termination shall only have effect for the future, and no payments already made to WorkPoint shall be repaid by WorkPoint.
- 17.3 Termination for material breach
- 17.3.1 Each Party shall be entitled to immediately terminate an Agreement for material breach (in Danish: “væsentlig misligholdelse”):
- a) if the other Party commits a material breach of the Agreement, and such material breach has not been finally and effectively remedied within 60 days following receipt of a written notice from the non-breaching Party to do so,
 - b) if the other Party commits a material breach of the Agreement, which is not capable of remedy;
 - c) in the event of bankruptcy of the other party, subject to the right of the bankruptcy estate to enter the Agreement to the extent permitted under the Danish Insolvency Act (in Danish: "Konkursloven"); or
 - d) to the extent required to do so by law.
- 17.3.2 Failure to pay any outstanding amounts due is among other matters considered as a material breach by Partner.
- 17.3.3 Upon termination of an Agreement, for any reason, Partner must immediately cease any distribution/resale of Services pursuant to the Agreement including deleting any and all copies of any portions of the Services and remove them from Partner’s systems.
- 17.3.4 Termination of the Agreement for cause shall have effect for the future only, and no payments already made to WorkPoint shall be repaid.

18 FORCE MAJEURE

- 18.1 A Party shall not be deemed to be in breach of its obligations if non-performance of these is due to a force majeure event.
- 18.2 Force majeure events include war, mobilization, breakdown of telecommunication and other infrastructure that are not provided by WorkPoint, external security events (e.g. hacker attacks, attack by computer viruses or other thirdparty destructive behavior) and similar conditions (if the event is not the result of WorkPoint’s breach), pandemics, epidemics, natural disaster, strikes, lock-out, fire, damages to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the Party concerned.
- 18.3 As soon as practicable after the affected Party issues a force majeure notice, and at regular intervals thereafter, the Parties must consult in good faith and use reasonable endeavors to agree on the steps to be taken and the appropriate plan for those steps, to enable continued provision of the Services affected by the force majeure event.
- 18.4 The Parties must at all times following the occurrence of a force majeure event, and for its duration, use their respective reasonable endeavors to prevent and mitigate the effects of the force majeure event. If WorkPoint due to a force majeure event is prevented from performing its Services it shall at the request of Partner and against payment of time and material spent take reasonable steps in accordance with good industry practice to overcome or minimize the consequences of the force majeure event.
- 18.5 Partner is entitled to postpone payments for Services not performed due to a force majeure event.

19 CUSTOMER DATA

- 19.1 Customer holds any and all rights to Customer’s data.
- 19.2 Notwithstanding the above, WorkPoint may anonymize and use Customer’s data. Such anonymized Customer data may be used for WorkPoint’s own purposes.

19.3 The Services may display, include or make available content, data, information, applications or material from third-parties or provide links to third-party websites. WorkPoint is not responsible for the content, accuracy, timeliness, quality etc. of such third-party material, and assumes no liability for the availability or content of such third-party material.

20 CONFIDENTIALITY

20.1 Each Party shall observe complete confidentiality regarding any information and documentation etc. about the other Party in every respect as obtained in relation to the Agreement and the Services. This Clause shall apply regardless of termination of the Agreement for whatever reason.

21 ASSIGNMENTS

21.1 The Parties may only assign rights and obligations pursuant to this Agreement to a third-party with the other Party's prior written approval.

21.2 Regardless of this Clause 21.1, WorkPoint is entitled to assign WorkPoint' rights and obligations set out in the Agreement to an affiliated company in whole or in part.

21.3 Partner acknowledges and agrees that an End Customer is entitled to replace Partner with another WorkPoint partner to be decided by End Customer in its sole discretion in terms of delivery of Software Licensing Services to such End Customer as of the applicable next invoicing date/anniversary of the EULA. Partner undertakes not to directly or indirectly attempt to hinder the implementation of such decision made by End Customer.

22 VALIDITY AND SEVERABILITY

22.1 If any provision of any Agreement and/or these General Terms and Conditions are held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such provision shall not affect the legality and validity of the other provisions.

23 EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

23.1 Each Party shall comply with all laws and regulations applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") e.g. the EU Regulation 2021/821 of 20 May 2021 (the EU dual-use regulation) and Commission Delegated Regulation (EU) 2022/1 of 20 October 2021 (the EU dual-use control list).

23.2 The Parties acknowledge that the Services provided by WorkPoint may be under export control according to Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast), and may accordingly be subject to restrictions if re-exported.

23.3 Export of Services to End Customers within the European Union is to the best of WorkPoint's and Partner's knowledge not subject to export authorisation due to the Single European Market (In Danish: Det Indre Markedet). However, Partner is informed of and must be aware that the Services may be subject to restrictions if re-exported by End Customer outside the European Union.

23.4 With regard to export of Services to End Customers outside the European Union, Partner will without undue delay inform End Customer if any information and/or data is required to be provided by End Customer to comply with Foreign Trade Regulations and/or re-export, including end-user statement regarding End Customer's use of the Service. Partner shall ensure that End Customer provides Partner with all necessary information to ensure compliance with all applicable laws.

24 GOVERNING LAW AND DISPUTES

24.1 This Agreement is governed by and construed in accordance with Danish law except for (a) rules leading to the application of any other laws than Danish law and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

24.2 Any dispute controversy or claim arising out of or related to this Agreement shall be settled by a competent court at WorkPoint's venue in Denmark.

SECTION II – PROCESSING OF PERSONAL DATA

25 BACKGROUND AND PURPOSE

25.1 The Parties have entered into a separate Data Processing Agreement governing WorkPoint' pro-cessing of personal data as a data processor for Partner.

SECTION III – SERVICE TERMS FOR PROFESSIONAL SERVICES

26 PROFESSIONAL SERVICES

26.1 The Service Terms in Section III applies to Professional Services performed by WorkPoint in addition to the terms and conditions set out in Section I and Section II.

26.2 WorkPoint may undertake to provide Professional Services to Partner, but it is specifically acknowl-edged and agreed by Partner that WorkPoint is not subject to any obligation to agree to provide any Professional Services to Partner.

27 LEGAL NATURE OF PROFESSIONAL SERVICES

27.1 Professional Services shall be provided as Consultancy Services. Only if expressly set out in the Agreement will Professional Services be provided as Result Based Services.

28 TIME SCHEDULE

28.1 Time schedule (if any) for the performance of the Professional Services will be included and speci-fied in the Agreement. The Parties shall meet the deadlines reflected in the time schedule. The time schedule shall in overall terms specify the agreed activities and deadlines for the performance of the Professional Services.

28.2 WorkPoint is responsible for update of the time schedule reflecting any agreed changes between the Parties, including that an updated version of the time schedule always is available to the Parties.

28.3 With 10 working days prior written notice, WorkPoint is entitled to postpone any agreed deadline three times. Such postponement will also include postponement of any succeeding deadlines with the same number of working days. Postponements in accordance with this Clause 28.3 may com-prise in the aggregate 60 working days.

29 ANALYSIS PHASE

29.1 An analysis report shall only be carried out if explicitly set out in the Agreement. Unless otherwise set out in the Agreement, an analysis report is a separate Consultancy Service payable based on the time and material price model and thus based on the consumption of time and applicable hourly rate(s).

29.2 If analysis has been agreed to be provided by WorkPoint, Partner shall loyally assist WorkPoint in its investigations etc. during the analysis and provide access to all information and systems as reasonably required by WorkPoint in its sole discretion.

29.3 WorkPoint will review the available documentation. As part of this review, WorkPoint shall assess whether the information is sufficient or whether further information is required. WorkPoint shall notify Partner if Partner fails to contribute as agreed or if additional information is required. Partner shall loyally disclose all relevant facts and grant WorkPoint access to relevant information for the purpose of WorkPoint's verification.

29.4 Based on the analysis, if agreed in an Agreement WorkPoint prepares an analysis report. The analysis report provides the basis for setting out the terms of the Professional Services. The performance of an analysis does not limit Partner's liability for obligations under the Agreement and/or entails that WorkPoint undertakes any liability vis-à-vis End Customer on whatsoever basis. If the Parties cannot reach agreement on the terms of the Agreement based on the analysis performed within four weeks of the analysis report becoming available, Partner may inform WorkPoint that it does not wish to enter into an Agreement for the Professional Services. In such case, Partner shall pay WorkPoint for time spent and costs incurred during the analysis cf. the time and material price model applying the then-current applicable hourly rates of WorkPoint.

30 PERFORMANCE OF THE PROFESSIONAL SERVICES

30.1 WorkPoint shall provide Professional Services in accordance with good IT practice.

30.2 Professional Services are deemed delivered as set out in Section I of these General Terms and Conditions. However, with regard to Result Based Services where an acceptance test has been agreed to be performed, see clause 32, time of delivery shall be deemed to have taken place when such test is passed. In any event has time of delivery taken place, once Partner has taken the Services or parts hereof into use.

31 RIGHTS TO PROFESSIONAL SERVICES

31.1 Where proprietary rights, intellectual property rights, rights of use and other rights under this Agreement shall pass from Partner to End Customer as part of the provision and implementation of the Professional Services, such rights will pass to End Customer as effective payment is received from Partner and only to the extent explicitly set out in the Agreement regarding the provision of Professional Services.

32 TESTING AND APPROVAL OF RESULT BASED PROFESSIONAL SERVICES

32.1 Testing of Result Based Professional Services shall only be carried out if expressly set out in the Agreement. In such case, the Agreement will contain a plan for this test, specifying the Parties' tasks and responsibilities.

32.2 To the extent an acceptance test is agreed to be carried out with regard to Result Based Professional Services the following shall apply:

- a) It is the responsibility of Partner to ensure that the acceptance test is performed in accordance with the Agreement including that any deadlines are adhered to.
- b) The acceptance test must be completed before go-live as defined in the Agreement. Unless another approval period has been agreed, an approval period of 15 working days starting from the time when the Result Based Professional Services are put into operation/use for day-to-day business purposes shall apply.
- c) During the approval period, Partner shall carefully examine whether the Result Based Professional Services meet the agreed criteria as set out in the Agreement during normal operation.
- d) All errors found during the approval period shall be reported without undue delay, and appropriate documentation shall be enclosed. WorkPoint is entitled and obliged to remedy errors found during the approval period in accordance with the guidelines for such remedies.
- e) On the first working day following the expiry of the approval period, Partner shall inform WorkPoint whether the Result Based Professional Services are approved. If such notification has not been received within the time limit agreed, the Result Based Professional Services are considered to be approved. The first working day following the expiry of the approval period is then considered to be the time of delivery.
- f) If Partner intends to reject the Result Based Professional Service, Partner shall present and document the circumstances that prevent approval in writing within the same time limit. Partner can only refuse to approve the Result Based Professional Services if significant defects are documented and reproducible. Partner is not entitled to reject approval of an acceptance test, if the test criteria are met and must in that case approve the acceptance test as passed.

- g) If WorkPoint accepts a complaint, WorkPoint will remedy the defect without undue delay. WorkPoint shall inform Partner in writing when the defect has been remedied or a temporary solution can be provided. Partner is entitled to a reasonable period of time within which the circumstances that prevented the approval of the Result Based Professional Services can be retested. If Partner insists that the Result Based Professional Services cannot be approved, the procedure is repeated until the defect has been remedied.
- h) The first working day after the Result Based Professional Services are approved or should have been approved in accordance with the above is then considered to be the time of delivery.

33 AUDIT AND INFORMATION

- 33.1 WorkPoint shall have the right to verify Partner's compliance with any Agreement at any time and without notification. Such verification may be in the form of accessing any records which in the opinion of WorkPoint is relevant for the purpose of verifying that Partner complies with Partner's obligations vis-à-vis WorkPoint and any End Customer. Partner shall provide WorkPoint with reasonable assistance in connection with WorkPoint's verification efforts.
- 33.2 Without prejudice to any other remedies available to WorkPoint, if Partner has not paid all amounts due to WorkPoint, WorkPoint shall be entitled to demand payment of the additional amount not paid with an addition of 10%.
- 33.3 Neither Party shall be responsible for the other Party's costs associated with this Clause 33. Notwithstanding the foregoing, Partner shall be liable for costs incurred by WorkPoint, if Partner is not in compliance with the Agreement.