

GENERAL TERMS AND CONDITIONS

WORKPOINT A/S

SECTION I – GENERAL TERMS

1 GENERAL

- 1.1 These general terms and conditions (the “General Terms”) apply to WorkPoint’s provision of all types of services, including but not limited to software, subscription, licensing, consultancy and support services to any customer being either a partner, re-seller and/or end user (“Customer”) from time to time (the “Services”), unless otherwise explicitly agreed in writing.
- 1.2 Sections II to IV shall apply in addition to the general terms set out in this section I to the extent the Services includes services contemplated by these sections.
- 1.3 These General Terms constitute an appendix to the agreement entered into between the parties, including any subsequent order forms (“Agreement”).
- 1.4 These General Terms apply to all Services performed by WorkPoint, even if WorkPoint prior to entering into a written agreement between Customer and WorkPoint has commenced provision of such services or software included in the Services.
- 1.5 If additional deliveries derived from or otherwise related to the Services are made, the General Terms also apply to the performance of such additional

deliveries unless otherwise agreed in writing between the parties.

2 THE SERVICES

- 2.1 The Services are specified in the Agreement and contains an exhaustive description of the Services and the requirements relating hereto.
- 2.2 Customer can only claim the content of individual quotations and/or order confirmations as a contractual basis for the Services to the extent that such quotations or order confirmations are expressly included in the Agreement. 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, unless included in the Agreement.
- 2.3 If Customer has specific expectations or requirements regarding the Services, Customer may seek to include such requirements in the Agreement. WorkPoint shall perform the Services in accordance with the agreed specifications only in the Agreement.

3 THE PARTIES’ COOPERATION

- 3.1 The parties shall in good faith contribute to the performance of the Agreement.
- 3.2 The parties agree to show the flexibility and cooperative behavior which is necessary for the timely

provision of the Services. For the timely provision of the Services, Customer shall make the necessary re resources available on all levels of Customer’s organization and shall at WorkPoint’s request and at reasonable notice provide additional resources if deemed required.

4 CUSTOMER’S IT ENVIRONMENT

4.1 Customer’s IT environment and infrastructure shall comply with the specifications and guidelines set out in the Agreement, including instructions from WorkPoint from time to time regarding installation and application of software and equipment.

4.2 WorkPoint is entitled to reimbursement of additional costs incurred due to Customer’s IT environment’s non-compliance with the specified requirements and/or instructions. In addition, WorkPoint shall be entitled to payment for additional time spend due to Customer’s non-compliance in this respect.

4.3 Customer is responsible for the provision of such third-party licenses necessary for WorkPoint’s performance of the Services.

5 DOCUMENTATION AND INSTRUCTIONS

5.1 The Services shall only include documentation to the extent specified in Agreement.

5.2 Documentation regarding third-party hardware and software is made available to the extent this has been released by the manufacturer. Such documentation is provided 'as is', and WorkPoint assumes no liability in this respect.

6 DELIVERY AND TIME OF DELIVERY

6.1 Any agreed delivery dates (“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.

6.2 Unless otherwise agreed, the delivery is completed when the Services are made available to Customer or Customer has obtained access to the results of an ongoing service (“Time of Delivery”).

6.3 The Services are performed from WorkPoint’s locations, incl. internet addresses, unless otherwise set out in the Agreement.

6.4 Upon Time of Delivery the risk of the Services will pass to Customer.

7 USE OF SUB-SUPPLIERS

7.1 WorkPoint is entitled to use sub-suppliers in the provision of the Services. WorkPoint shall upon Customer’s request, inform Customer of the service to be performed by a sub-supplier.

7.2 WorkPoint is responsible for the services performed by its sub-suppliers.

8 RETENTION OF TITLE

8.1 Any Services or part thereof, including hardware, software or the result of time-based services, 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 Customer 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 Customer accepts that the Services may include third-party software developed and/or manufactured by a third-party and of which WorkPoint is the distributor only. This software may be subject to license or standard terms that Customer shall accept prior to provision of the Services. Such terms are made available to Customer, and the terms are deemed to be accepted by Customer upon Customer's acceptance of the Agreement.
- 9.2 Customer is expressly made aware that WorkPoint has no title and/or copyright to such 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 third-party software. However, WorkPoint shall make a reasonable attempt to remedy or work around such errors in third-party software.

10 CUSTOMER SPECIFIC DELIVERIES

- 10.1 Any software developed under the Agreement by WorkPoint specifically to Customer, shall be developed and programmed according to the guidelines and specifications agreed between the parties. WorkPoint is only responsible for the software's compliance with the specifications set out in the Agreement, and WorkPoint assumes no responsibility for integration, fit for purpose or other specific assignments, unless specified in the Agreement.
- 10.2 WorkPoint assumes no responsibility for the maintenance of customer specific software.
- 10.3 WorkPoint does not warrant that customer specific software will work

with later releases or versions of standard software.

11 RENUMERATION AND TERMS OF PAYMENT

11.1 General Principles

- 11.1.1 The price model, including subscription and/or license fees, is specified in the Agreement.
- 11.1.2 Unless otherwise specified in the Agreement, the Services are invoiced in accordance with WorkPoint's general applicable price list. For services rendered not specified in the Agreement payment shall be made in accordance with the price model "Time and Material".
- 11.1.3 WorkPoint is entitled to change and/or amend any price or price list applicable to the Services, including subscription and/or license fees, with a prior notice of 90 days.

11.2 Fixed Price

- 11.2.1 The remuneration according to the price model Fixed Price is calculated based on the agreed price, irrespective of the actual number of units or other actual usage using the following formula:

$$\text{Payment} = \frac{\text{the agreed price for the Services}}{\text{Services}}$$

11.3 Time and Material

- 11.3.1 The remuneration according to the price model Time and Material is calculated based on the actual number of hours and materials used in the performance of the Services using the following formula:

$$\text{Payment} = (\text{rate1} \times \text{hours1}) + (\text{rate2} \times \text{hours2}) + (\text{raten} \times \text{hoursn}) + \text{materials}$$

- 11.3.2 The rate is the applicable rate for such employees performing the Services.

- The applicable rate is set out in WorkPoint's general price list.
- 11.3.3 WorkPoint is entitled to overtime payment. Overtime pay will be charged in accordance with WorkPoint's applicable price lists.
- 11.4 **Unit Prices**
- 11.4.1 The remuneration according to the price model Unit Prices is calculated based on the number of units using the following formula:
- $$\text{Payment} = \text{number of units} \times \text{the unit price}$$
- 11.5 **Invoicing**
- 11.5.1 WorkPoint is entitled to invoice Customer upon delivery or in accordance with a payment plan as agreed between the parties.
- 11.5.2 The terms of payment are 8 days net.
- 11.5.3 Fees are stated exclusive of any VAT or other taxes and duties.
- 11.5.4 Each Party is fully responsible for its own compliance with all applicable laws and regulations concerning registration, reports and payments of taxes and VAT rendered on the Services.
- 11.5.5 WorkPoint is entitled to reimbursement for any expenses incurred, including transportation, food and accommodation. Expenses may be invoiced weekly.
- 11.5.6 Travel time will be invoiced according to time spent. Unless otherwise agreed in writing, travel time will be calculated from WorkPoint's head quarter in Esbjerg.
- 11.5.7 Upon late payments by more than 30 days, WorkPoint is entitled to suspend and withhold the Services or parts thereof.
- 11.5.8 Hourly rates and payments for ongoing services, including license fees with a duration of more than 18 months, are adjusted annually in accordance with the Danish net price index with the year of the Delivery Date as the base year.
- 11.5.9 WorkPoint is entitled to interest on all overdue payments in accordance with applicable law.
- 11.5.10 Changes in currency rates, charges, purchase prices from 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 when the Time of Delivery occurs after the agreed Delivery Date.
- 12.2 Each party is required to loyally attempt to limit any delay including any negative effects hereof as much as possible.
- 12.3 If Customer does not meet its obligations under the Agreement, or if WorkPoint in any other way is prevented from performing its obligations due to circumstances caused by Customer, 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 incurred by Customer's delay.
- 12.5 If an agreed Time of Delivery is exceeded by more than 60 working days due to WorkPoint's delay, Customer is entitled to request that

WorkPoint shall provide the Services within a reasonable notice of no less than 30 working days. If the Services have not been provided prior to expiration of such notice, Customer may terminate the Agreement and claim compensation in accordance with these General Terms.

12.6 This Clause 12 constitutes Customer's sole and exclusive remedy in case of delay of the Services.

13 DEFECTS

13.1 The Services shall be deemed defective if the Services are not in compliance with agreed specifications set out in the Agreement provided that such non-compliance is not only insignificant deviations.

13.2 Upon Time of Delivery, Customer shall examine the Services without undue delay and immediately report any defects to WorkPoint. Defects shall be reported no later than three (3) months after the Time of Delivery.

13.3 Defects may at the sole discretion of WorkPoint be remedied by remediation or replacement.

13.4 Customer may terminate the Agreement for cause if a defect is material and has not been remedied within 60 working days after Customer has submitted a written report to WorkPoint with a detailed description of the defect. Customer may in such case claim compensation subject to the limitations set out in these General Terms.

13.5 This Clause 13 sets out Customer's sole and exclusive remedies in case of defects, and Customer expressly and irrevocable waive any other rights in the event of defects of the Services.

13.6 If Customer reports a defect and such defect does not exist, Customer shall

reimburse WorkPoint in respect of any expenses incurred in this connection. The reimbursement is settled based on WorkPoint's applicable price list.

14 LIMITATION OF LIABILITY

14.1 WorkPoint's liabilities do not include (a) defects occurring as a result of installation, remedy or development performed by other than WorkPoint or as a result of Customer's use of the Services in conjunction with third-party accessories/software 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 Customer's lack of training, as a result of the use of the Services in any other way than set out in the provided documentation, in accordance with good IT practice or due to Customer'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 In no event and no matter the circumstances shall either party be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (including the loss of goodwill, or loss as a consequence of any kind of business interruption) arising out of or in connection with the Agreement, performance of the Services and the results connected thereto.

14.3 Each party's aggregate liability to the other party in respect of any matters arising out of or in connection with this Agreement incl. with regard to art.

82(5) of the general data protection regulation, shall be limited to an amount corresponding all payments made under the Agreement for the period of six (6) months prior to the event(s) having given rise to the claim (the 'Liability Cap'). If six (6) months have not passed at the time of such event(s), the Liability Cap will be the average payments per month for the period passed multiplied by six (6). The Liability Cap shall in all circumstances be limited to a maximum of DKK 200,000.

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 Customer's defect report and notifying 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, both party's liability shall not be limited or excluded in case of claims for infringement of intellectual property rights, gross negligence or willful misconduct and breach of Clause 15, 18 and 19.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 General

15.1.1 Each party shall retain such intellectual property rights, which prior to the Agreement was the property of such party.

15.2 Customer's software, including third party software

15.2.1 From the date of the Agreement, Customer grants WorkPoint a time-limited, non-exclusive and non-

transferable right to use the software made available by Customer to WorkPoint from time to time as part of the Services. The permitted use only includes such use required for the performance of the Services and shall expire upon termination of the Agreement.

15.3 WorkPoint's Services

15.3.1 WorkPoint grants Customer a time-limited, non-exclusive and non-transferable right to use the Services, unless otherwise set out in the Agreement or a separate End User License Agreement (EULA), which shall apply to all end users (customers) use of WorkPoint's software products and/or subscription services.

15.4 Infringement of third-party rights

15.4.1 WorkPoint shall defend Customer against any claims made by a third-party that the Services infringe patent, copyright or trademark or misappropriates its trade secret, subject to this Clause 15.4.

15.4.2 Customer 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.

15.4.3 WorkPoint's obligations shall not apply to the extent that the claim or adverse final judgment is based on

a) Customer's non-compliance with the Agreement, these General Terms or WorkPoint's applicable EULA.

b) Customer's integration of the Services with a non-WorkPoint product, data or business process including third-party add-ons or programs;

c) use of the Services for other purposes than as intended and/or contrary to any instructions on use.

15.4.4 If final judgment is passed in favor of 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.

15.4.5 This Clause 15.4 constitutes Customer's sole and exclusive remedy in case of third-party infringement.

15.5 **Documentation etc.**

15.5.1 WorkPoint retains all intellectual property rights to its documentation, tools and methods developed for or made available to Customer to enable the performance or use of the Services under the Agreement.

15.5.2 Customer is granted an unlimited right to use any description and documentation of Customer's own systems and business processes developed by WorkPoint under the Agreement. Customer has an unlimited right to use, change and transfer such reports, specifications, recommendations, charts and other customer-specific descriptions of Customer's systems and business processes that may be prepared under the Agreement. The right of use also applies after termination of the Agreement.

16 **TERM AND TERMINATION**

16.1 **Term and New Term**

16.1.1 The term of the Agreement (and any licenses and/or subscription services granted hereunder) is set out in the Agreement ("Term").

16.1.2 Unless otherwise set out in the Agreement, the Agreement (and any license and/or subscription services granted hereunder) shall automatically be extended for periods of 12 months after the Term ("New Term"), unless terminated by a party with three months written notice before expiry of the Term or a New Term, where applicable.

16.2 **Termination for convenience (in Danish: opsigelse)**

16.2.1 Within the Term or any New Term, the Agreement cannot be terminated for convenience (in Danish: opsigelse) by any party, unless otherwise expressly set out in the Agreement.

16.2.2 If termination for convenience is possible according to the Agreement, such termination shall have effect for the future only, and no payments already made to Workpoint shall be repaid.

16.3 **Termination for cause**

16.3.1 Each party shall be entitled to immediately terminate the Agreement for cause (in Danish: "ophæve")

a) if the other party commits a material breach of the Agreement, and such material breach has not been remedied within 60 days of 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.

16.3.2 Termination for cause shall have effect for the future only, and no payments already made to Workpoint shall be repaid.

17 **FORCE MAJEURE**

17.1 Neither party shall be held liable for any damage sustained by the other party as a direct or indirect consequence of the non-performing party being delayed, prevented or hindered in the performance of its obligations under the Agreement as a result of a force majeure situation. Force majeure situations include war, mobilization, viruses, cyber-attack, catastrophes of nature, strikes, lock-out, fire, damages to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the party concerned.

18 **DATA AND SECURITY**

18.1 Customer holds any and all rights, including intellectual property rights to Customer's data, irrespective of whether such data are included in the Services.

18.2 To the extent WorkPoint processes personal data on behalf of Customer (data processor), WorkPoint only acts in accordance with the instructions of Customer and the parties shall enter into a data processing agreement on WorkPoint's standard terms.

18.3 WorkPoint may anonymize data. Such anonymized data may be used, without the instructions of Customer and for WorkPoint's own purposes.

18.4 Customer is responsible for proper backup of Customer's data, unless otherwise agreed.

18.5 The Services may display, include or make available content, data, information, applications or material from a third-party 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 material.

19 **CONFIDENTIALITY**

19.1 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.

20 **ASSIGNMENT**

20.1 The parties may only assign rights and obligations within this Agreement to a third-party with the other party's prior written approval.

20.2 Regardless of Clause 20.1, each party is entitled to assign rights and obligations within the Agreement to an affiliated company. In this case, the assigned party is still responsible for fulfillment hereof.

21 **GOVERNING LAW AND DISPUTES**

21.1 This Agreement is governed by and construed in accordance with Danish law except for a) rules leading to the

application of other law than Danish law and b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- 21.2 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 – SPECIAL TERMS FOR PROJECT SERVICES

22 TIME SCHEDULE

22.1 Any time schedule for the performance of the Services shall be specified in the Agreement. Both 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 Services.

22.2 WorkPoint is responsible for update of the time schedule reflecting any agreed changes between the parties, hereunder that an updated version of the time schedule always is available to both parties.

22.3 With 10 working days prior written notice, each party is entitled to postpone an agreed deadline three times. Such postponement will also include postponement of any succeeding deadlines with the same number of working days. Postponement in accordance with this Clause 22.3 may maximum include 60 working days.

23 PERFORMANCE OF THE AGREED DELIVERIES

23.1 Testing shall only be carried out if expressly set out in the Agreement.

23.2 The Services are deemed delivered upon Customer's deployment of the

Services or parts hereof or through an acceptance test if such test has been agreed.

23.3 Where property rights, rights of use and other rights under this Agreement shall pass to Customer as part of the provision and implementation of the Services, such rights will pass to Customer as effective payment is received from Customer.

24 TESTING AND APPROVAL

24.1 If a formalized acceptance test is carried out as part of the Services, this will be specified in the Agreement. In such case, the Agreement will contain a plan for this test, indicating the parties' tasks and responsibilities.

24.2 In all circumstances, the acceptance test must be completed before go-live. An agreed approval period of 10 working days starts from the time when the Services are put into operation/use for day-to-day business purposes.

24.3 During the approval period, Customer shall carefully examine whether the Services meet the agreed provisions as set out in the Agreement during normal operation.

24.4 All errors found during the approval period shall be reported without 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.

24.5 On the first working day following the expiry of the approval period, Customer shall inform WorkPoint whether the Services are approved. If such notification has not been received within the time limit agreed, the 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.

24.6 If Customer intends to reject the Services, Customer shall present and document the circumstances that prevent approval in writing within the same time limit. Customer can only refuse to approve the Services if significant defects are found.

24.7 If WorkPoint accepts a complaint, WorkPoint will remedy the defect without undue delay. WorkPoint shall inform Customer in writing when the defect has been remedied or a temporary solution can be provided. Customer is entitled to a reasonable period of time within which the circumstances that prevented the approval of the Services can be retested. If Customer insist that the Services cannot be approved, the procedure is repeated until the defect has been remedied.

24.8 The first working day after the Services are approved or should have been approved in accordance with the above is then considered to be the Time of Delivery.

25 CHANGES

25.1 Each party may request changes to the Agreement, including the project description (“Changes”) in accordance with the terms and conditions set out in this Clause 25.

25.2 Usual and expectable adjustments and iterations performed in order to establish a solution that meets the agreed requirements, and which is relevant to Customer are not Changes, but ordinary project activities to comply with the requirements set out in the Agreement. However, such adjustments and iterations may not

result in WorkPoint having to use additional resources.

25.3 Any agreed Change is conditional upon payment of the other party’s additional expenses in relation to such Change and the acceptance of the consequential effect on any agreed time schedule and deadlines etc. Changes are always subject to the other party’s prior approval.

25.4 Both parties shall to the widest extent possible seek to carry out any Change request from the other party. A Change request shall be delivered in writing to the other party, who within five (5) working days shall announce whether the Change request is accepted. If the Change request is accepted, WorkPoint shall perform a change analysis stating the expenses and consequences of the Change. Within five (5) days after the change analysis is received by both parties, both parties shall inform whether the Change can be accepted on the specified terms.

25.5 Regardless of whether or not a change request is accepted, WorkPoint may demand payment for performing a change analysis. This payment will be calculated according to time spent and at the applicable prices for similar work.

26 ANALYSIS PHASE

26.1 An analysis shall only be carried out if expressly set out in the Agreement. Unless otherwise set out in the Agreement, the analysis is a separately payable time-based service.

26.2 Customer shall loyally assist WorkPoint in its investigations etc. during the analysis and provide access to Customer’s systems and networks if necessary.

- 26.3 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 Customer if Customer fails to contribute as agreed or if additional information is required. Customer shall loyally disclose all relevant facts and grant WorkPoint access to relevant information for the purpose of WorkPoint's verification.
- 26.4 Based on the analysis, WorkPoint prepares an analysis report. The analysis report provides the basis for setting out the terms of the Services. The performance of an analysis does not limit Customer's liability for obligations under the Agreement, including these General Terms.
- 26.5 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, Customer may inform WorkPoint that it does not wish to enter into an Agreement for the Services. In such case, Customer shall pay WorkPoint for time spent and costs incurred during the analysis.

SECTION III – SPECIAL TERMS FOR TIME-BASED SERVICES (Consultancy services)

27 GENERAL TERMS

- 27.1 Time-based services, including consultancy services, are provided as professional performance services in accordance with the Agreement. The Services shall be performed in accordance with good IT practice. The Services are considered delivered, when WorkPoint has spent time on the service.

- 27.2 WorkPoint shall use qualified resources to perform the Services under the Agreement.

- 27.3 The parties shall ensure continuity in the resources used to perform the Agreement. If necessary, the parties may replace resources – including named resources – that are allocated to the Agreement with other corresponding resources.

28 RIGHTS TO THE RESULT OF TIME-BASED SERVICES

- 28.1 Upon effective payment, Customer is granted a right to use the results of the Services as set out in Clause 15.

SECTION IV – SPECIAL TERMS FOR HOSTING SERVICES

29 AVAILABILITY

- 29.1 Unless otherwise set out in the Agreement, WorkPoint does not warrant any specific service levels for the performance of the Services.

- 29.2 WorkPoint will use commercially reasonable efforts to make the Services available at all times, except for planned downtime and any unavailability caused by external events, incl. force majeure circumstances. However, WorkPoint does not warrant that the Services will be error-free or that the Services will work without minor interruptions.

- 29.3 Any planned downtime is to the extent possible placed in weekends or outside normal business hours.

- 29.4 WorkPoint is not liable for any downtime, caused by defects in third-party software or services provided by a third-party.

30 ESTABLISHMENT OF SERVICES

- 30.1 WorkPoint shall prepare an activity plan and a schedule for Customer's deployment of the agreed Services if a transition period has been agreed.
- 30.2 The activity plan and the time schedule shall include the activities specified in the Agreement, indicating who is responsible for the performance of each task. At WorkPoint's request, Customer shall participate in such activities free of charge, including tests etc., to a reasonable extent.
- 30.3 WorkPoint's payment for carrying out activities during the transition period is specified in the Agreement. Unless otherwise agreed, all services are provided according to time spent and at the current list prices.
- 30.4 If a formal testing and commissioning process has been agreed upon, this process is set out in the Agreement. In all other instances, Time of Delivery is deemed the date when WorkPoint initiate the hosting services.

31 TAKEOVER OF EMPLOYEEES

- 31.1 The Services shall not include any obligation for WorkPoint to takeover employees of Customer.

32 WORKPOINT'S SOFTWARE AND EQUIPMENT

- 32.1 If hosting services are delivered to Customer using WorkPoint's software or equipment, WorkPoint is entitled to replace or upgrade such software or equipment without Customer's prior consent.

33 TERMINATION ASSISTANCE

- 33.1 Irrespective of the reason for the full or partial termination of the Agreement, WorkPoint shall contribute to the transition of the Services from

WorkPoint to Customer or a third party designated by Customer in a proper and responsible manner.

- 33.2 WorkPoint is entitled to separate payment for such termination assistance according to time model Time and Material.

- 33.3 Upon termination of the Agreement, Customer may require WorkPoint to hand over all Customer data, including all log files and other data generated in connection with the performance of the Agreement.