Terms and Conditions

Consulting Services

This Terms and Conditions document is an addendum to the Licensor's Terms and Conditions Software Subscriptions (hereinafter "TCSS") and shall govern all Orders regarding Consulting Services.

1. Definitions

1.1. "Consulting Services" means consulting, advisory, training or alike services provided to Customer under a Specification in a Statement of Work and is, for the purpose of the Agreement, included in the term Services.

1.2. "Deliverables" means tracings, drawings, field notes, specifications, software, templates, data (including data files and other software in whatever form), and other documents, records, and materials, whether written, electronic, audio, or video, made, conceived, developed or reduced to practice by Licensor in the course of the performance of an SOW and identified as deliverables in the SOW.

1.3. "Order(s)" means, in addition to what is set forth in TCSS also, collectively orders for Consulting Services from Licensor in the forms of Statements of Work.

1.4. "Specification(s)" means the functional, layout, performance, operational, compatibility, and other specifications or characteristics of Consulting Services or Configured Program as specified in a SOW and described and identified as such in applicable Documentation and support materials and such other specifications or characteristics of the Consulting Services that may be agreed by the parties in a SOW.

1.5. "Statement of Work" or "SOW" means a written statement of a Consulting Service to be provided by Licensor on a case by case basis and the related pricing, time lines and Deliverables which is agreed to and signed by the parties and is incorporated by reference into this Agreement.

2. Ordering

2.1. Customer may request change of any SOW at any time. Upon such change request, the affected SOW work will be halted, the change request analyzed jointly by the Parties and an updated SOW agreed upon in writing, prior to any further work on the affected SOW will continue/commence. Any such change may delay the delivery of such SOW as a new delivery time window for Licensor may not be immediately available. Furthermore, Licensor is entitled to charge its hourly rates according to this Agreement for any time spent on analyzing the requested changes. Also, if Licensor's work performed on the affected SOW has exceeded 20% of the total estimated work hours in such SOW, Licensor is entitled to issue an invoice for work done to date, irrespective of delivery fulfillment, at the date of receipt of such change request.

3. Personnel

3.1. Any employees or individual consultants assigned by Licensor to the performance of a Service for Customer ("Assigned Employees") are solely the employees or consultants of Licensor and are not the employees of Customer. Licensor is solely responsible and liable for the actions of any Assigned Employees performing work pursuant to this Agreement. Neither Licensor nor its employees or individual consultants are entitled to participate in or receive benefits from any employee benefit plan sponsored by Customer or any of its Affiliates.

3.2. Customer may, at any time, request that any Assigned Employee with whom Customer is not satisfied be immediately removed from a particular SOW delivery. Customer shall in any such event detail in writing the reasons for such a request and ensure that such notice is duly received by either Licensor's CEO. Licensor will act promptly upon such request and, while analyzing the request, temporarily remove the Assigned Employee from the affected delivery. Customer recognizes that such request may delay any agreed time plan as replacement personnel may not be immediately available. Furthermore, if the analysis of the request shows that the removed Assigned Employee has not breached any provisions of this Agreement, nor underperformed in the specified delivery, Customer will be liable for any additional costs incurred by the Licensor or any delay such request may have caused in the delivery of the affected SOW.

4. Subcontractors

4.1. Licensor may use subcontractors to perform Consulting Services without written permission from Customer. Licensor is responsible for Consulting Services performed by Subcontractors and for compliance by Subcontractors with all requirements of this Agreement to the same extent as when Consulting Services are performed by Licensor's own employees. In particular, Licensor will require Subcontractors that process Confidential Information and/or Personal Data to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of Confidential Information or Personal Data that apply to Licensor; including but not limited, to the extent that Licensor provides Confidential Information or Personal Data to Subcontractor, to implement reasonable and appropriate safeguards to protect Confidential Information or Personal Data consistent with Licensor Policy on IT and Security.

4.2. Subcontractor and all Subcontractor employees are bound by agreement to adhere to Licensor Policy's on Employee Code of Conduct, Corporate Social Responsibility, Personal Data and IT and Security.

5. General Undertakings of the Customer

5.1. In order for the Licensor properly to perform its duties according to this Agreement, the Customer, when relevant to the Consulting Services provided, shall:

I. Ensure that Licensor has access to the facilities, equipment and computer software at the Customer which are necessary for the performance of the undertakings of the Licensor;

II. Continuously give the information that is necessary for the performance of the undertakings of the Licensor in accordance with this Agreement;

III. Give correct and requisite information regarding the conditions and the prerequisites at the Customer;

IV. Be responsible for any defect or deficiency in the equipment of the Customer or the computer software of the Customer; and

V. Carry out its undertakings using co-workers that are qualified and competent for the purpose.

6. Intellectual Property

6.1. Licensor shall be the owner of all methodologies, techniques and know-how connected to, arising out of or resulting from the delivery of Consulting Services. The Customer obtains a non-exclusive, right to utilize the result of the Consulting Services. Licensor shall provide Customer with originals or copies of Deliverables, pursuant to a SOW. Licensor hereby grants to Customer a royalty free, transferable, non- exclusive, worldwide, unlimited, perpetual and irrevocable license to make any use or disposition of, including, the right to reproduce, distribute, publicly display, publicly perform, sublicense, assign, use, make, have made, sell, offer to sell and import any such SOW Deliverables, provided that (i) such right shall not include the right to prepare or create derivative works of the SOW Deliverables, and (ii) Customer shall not have any such rights with respect to any SOW Deliverables relating to Program.

7. Warranties

7.1. Licensor warrants that (i) Consulting Services will be performed by personnel who have the appropriate expertise, experience, capability and specialized knowledge necessary for Consulting Services, and (ii) Consulting Services will be performed in accordance with Specifications that have been documented in SOWs.

7.2. Licensor warrants that Consulting Services performed by Licensor hereunder shall be its own work, and shall not infringe upon any copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.

8. Termination

8.1. Customer may terminate a SOW at any time and for any reason by written notice to Licensor. In case of such termination, Customer will pay Licensor for Consulting Services performed, and approved expenses incurred, under such SOW until the time of the termination. Should Customer ask Licensor to resume Consulting Services under such terminated SOW, it is understood that additional costs may have to be added and the Licensor makes no commitment or warranty that such resumption of the services can be promptly upon Customer ordering.

9. Fees and Payment

9.1. The hourly fee for Consulting Services is set forth in each applicable SOW.

9.2. Fixed retainer fees are is set forth in each applicable SOW.

9.3. Hourly Consulting Services and expenses are to be invoiced monthly in arrears unless otherwise specified in applicable SOW.

9.4. Fixed retainer fees are to be invoiced and payable monthly in advance unless otherwise specified in applicable SOW.

9.5. In addition, Customer shall reimburse Licensor for all out-of-pocket expenses related to an Order, provided that such expenses are pre-approved in writing by Customer. In case the Customer has a travelling policy or alike, it is the responsibility of the Customer to ensure that any approved expenses are in compliance with such policy. Licensor alone makes no warranty that such policy will be adhered to. Licensor shall submit an itemized invoice of expenses to be reimbursed.

9.6. Alternatively, Customer and Licensor may agree on a fixed out-of-pocket expenses reimbursement for each SOW. Any such arrangement shall be clearly set forth in such SOW. Else, reimbursement according to 9.6 apply.

9.7. In case of a delay in delivery of a Consulting Service service due to changes in the Customer's planning, this shall not affect the payment plan for other services ordered, even if the payment plan is made up as a total payment plan including the delayed service.