GENERAL TERMS AND CONDITIONS
Regarding Subscriptions, Consultancy,
Service Levels and Data Processing

Reworc B.V.

version 1.5
October 3rd, 2022

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SECTION 1. GENERAL SECTION

This general section of the General Terms and Conditions is always applicable

Article 1.1. Definitions

The capitalized terms in these General Terms and Conditions shall have the following meanings.

1.1.1. *Agreement:* a separate agreement which is governed by these General Terms and Conditions, since the agreement mentions the applicability of these General Terms and Conditions.

1.1.2. *Business Hours*: Monday till Friday from 9.00 to 18.00 hours (GMT + 1 + DST), Dutch official holidays excluded.

1.1.3. *Defect*: a sudden shortcoming, fault or imperfection in the Service.

1.1.4. *Digital Interview*: an interactive online survey regarding the use of work space(s), created by User, End User or Reworc (on behalf of client or in case a standard available template is used) for Invitees.

1.1.5. *Documentation*: any (End) User and technical documentation for the Service in electronic or printed format.

1.1.6. *Dashboard*: the overview in the Reworc Manager of all available Projects.

1.1.7. *General Terms and Conditions*: these Subscription terms.

1.1.8. *End User:* User and its Affiliates' employees, agents, contractors, vendors and customers that are authorized by User to use the Reworc Manager of the Service according to the terms and conditions of these General Terms and Conditions.

1.1.9. *EUA:* End User Agreement.

1.1.10. *Invitee:* a user of the work space(s) of User who may be invited by User or End User to participate in a Digital Interview.

1.1.11. *Landing Page:* the online web page where an Invitee is invited to participate in a Digital Interview by User.

1.1.12. *Parties*: User and Reworc collectively

1.1.13. *Population:* a group of Invitees User wishes to analyze with the Service.

1.1.14. *Project:* one (1) Digital Interview for one (1) Population (in the dashboard visible as one (1) tile (in case of tile mode view) or one (1) row (in case of table mode view)

1.1.15. *Reworc*: the Dutch private limited liability company "Work & People Analytics B.V.", having its registered office in ROTTERDAM, The Netherlands at Stationsplein 45, unit A4.004, registered at the Dutch Chamber of Commerce under number 56139608.

1.1.16. *Reworc Manager:* the part of the Service where End User can invite Invitees, create Projects, manage End Users, manage (the status) of Digital Interviews.

1.1.17. *VAR*: a User who acquires a Subscription to add services to the Service, then resells it as an integrated product, service or complete "turn-key" solution to its own clients.

1.1.18. *Subscription*: the right to use Service for User or Invitee, granted by Reworc.

1.1.19. *Service*: the functionality of the Reworc software, delivered by Reworc through the Internet, for which User has purchased Subscriptions from Reworc.

1.1.20. *User*: the legal entity entering into to an Agreement with Reworc.

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Article 1.2.   Formation of the Agreement

1.2.1.   Unless agreed otherwise, the Agreement between Reworc and User is entered by User accepting the quotation of Reworc. Acceptance can be done, inter alia, by signing a quote issued by Reworc.

1.2.2.   The Agreement is solely governed by The General Terms and Condition of Reworc.

Article 1.3.   Agreement was entered into online

1.3.1.   In case the Agreement was concluded through the Internet, paragraphs the following paragraphs of this article apply.

1.3.2.   Paragraph 1.2.1 is not applicable. The Agreement between User and Reworc is entered into by following the online order process on the website of Reworc. The Agreement becomes effective upon payment. During the online order process User has acknowledged that these General Terms and Conditions apply, by checking a checkbox. The conformation of the Agreement which was sent to User by e-mail, is regarded the body of the Agreement.

1.3.3.   Paragraph 1.10.3 and 1.10.5 are not applicable. During the online order process parties agreed upon an online payment method (inter alia: direct debit, credit card, iDEAL or Paypal). With some payment methods a payment can only made once (iDEAL for example). In that case: (i) the Agreement is terminated automatically after lapse of the duration for which User has paid, unless User extends the Agreement by paying again for a certain duration; and (ii) 0, Article 3.4 and Article 4.5 don't not apply. Some other payment methods allow periodic payments (such as direct debit and credit card), in which case 0, Article 3.4 and Article 4.5 fully apply.

1.3.4.   Since Reworc assumes that User acts in the online agreement in the course of a profession or business, the right of withdrawal of article 6:230o of the Dutch Civil Code does not apply. If and insofar as the right of withdrawal would apply, for example because there is so-called "reflexwerking", then the right of withdrawal is excluded as the User has immediate access to the Functionality of the Service after payment and the User hereby states that Reworc may start immediately with the execution of the Agreement.

Article 1.4.   Duration and termination for cause

1.4.1.   All Agreements other than Agreements regarding Subscriptions, inter alia, agreements for trainings or consultancy, automatically end in case all Parties in the Agreement have fulfilled the obligations under the Agreement reciprocally.

1.4.2.   Reworc is entitled to terminate the Agreement, partially or completely and with immediate effect, in writing without any prior notice: (i) in case User commits an imputable failure regarding one or more of its obligations and/or compliance is impossible; (ii) in case it becomes clear to Reworc that User is not in a position and/or willing to fulfill its obligations; (iii) in case User has applied for a suspension of payments, has been granted this suspension of payments or has filed for bankruptcy, has been declared bankrupt, is about to liquidate its company, ceases its operations or appears to be insolvent.

1.4.3.   All rights granted to User under the Agreement regarding the use of the Service expire in case of termination of the Agreement, regardless in which way the Agreement was terminated.

1.4.4.   Obligations, which, by their nature are intended to survive the termination, will remain in force after termination. The termination of the Agreement will not explicitly exempt parties from inter

alia confidentiality, intellectual property rights, applicable law and dispute resolution. This also applies in case the termination was due to an attributable shortcoming on the part of Reworc.

Article 1.5.   Warranties and indemnifications

1.5.1.   Reworc warrants that the Service, as delivered by Reworc, is free from any virus, time bomb or similar disabling device.

1.5.2.   Reworc indemnifies and holds User harmless for costs and damages related to claims of third parties regarding infringement of intellectual property rights of those third parties, which claims relate to the use of the Service and/or Client Software, provided that: (i) User notifies Reworc immediately of such a claim; (ii) Reworc is given authorization by User to act on behalf of User to negotiate and/or settle the claim; (iii) Reworc is given the right by User to select the lawyer(s) in case of litigation.

1.5.3.   It is the sole responsibility of User to check whether it may use the Service for the intended purpose. User indemnifies Reworc for claims of End Users or Invitees for User not complying with local laws, company regulations or policies, or User not having necessary approvals in place to use the Service.

1.5.4.   Reworc does not warrant that the functionality of the Service will meet User's requirements or that the operation of the Service will be uninterrupted or error free.

1.5.5.   Reworc cannot warrant that the Landing Page functions are error free. Reworc cannot warrant that the outgoing e-mails, for instance for inviting Invitees, always arrive. Upon first request of User: (i) Reworc is willing to test the Landing Page in cooperation with User; (ii) Reworc is willing to test the outgoing e-mails, in cooperation with User, for example against spam blockers and e-mail blacklists.

1.5.6.   Unless otherwise agreed to in writing, User bears the cost and risks when it uses advice given by Reworc or the Service.

Article 1.6.   LIMITATION OF LIABILITY

1.6.1.   THE TOTAL LIABILITY OF REWORC DUE TO AN ATTRIBUTABLE SHORTCOMING IN THE EXECUTION OF THE AGREEMENT ON THE PART OF REWORC, OR DUE TO ANY OTHER REASON, INTER ALIA TORT, IS LIMITED TO A COMPENSATION FOR DIRECT DAMAGES AND LIMITED TO AN AMOUNT THAT EQUALS THE REMUNERATION (V.A.T. OR SALES TAX EXCLUDED) REWORC RECEIVED FROM USER REGARDING FOR ALL SERVICES RENDERED IN THE TWO (2) CALENDAR MONTHS PRIOR TO THE DAMAGE CAUSING EVENT, WHERE A SERIES OF CONSECUTIVE EVENTS IS DEEMED AS ONE EVENT.

1.6.2.   THE LIABILITY OF REWORC FOR INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL, DAMAGE DUE TO BUSINESS INTERRUPTION, DAMAGES RESULTING FROM CLAIMS OF CUSTOMERS OF USER IS EXCLUDED.

1.6.3.   UNLESS COMPLIANCE BY REWORC IS PERMANENTLY IMPOSSIBLE, THE LIABILITY OF REWORC FOR AN ATTRIBUTABLE SHORTCOMING IN THE EXECUTION OF THE AGREEMENT WILL ONLY BE VALID IN CASE USER IMMEDIATELY NOTIFIES REWORC OF THE DEFAULT SITUATION, GRANTING REWORC A REASONABLE PERIOD OF TIME TO REMEDY THE SITUATION AND REWORC REMAINS IN DEFAULT AFTER THE AFOREMENTIONED PERIOD OF TIME. THE NOTICE MUST GIVE A DETAILED AND COMPLETE DESCRIPTION OF THE

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SHORTCOMINGS, SO THAT REWORC WILL HAVE THE OPPORTUNITY TO RESPOND ADEQUATELY.

1.6.4. ANY CLAIM FOR DAMAGES AGAINST REWORC LAPSES THREE (3) MONTHS AFTER THE DATE THE DAMAGE CAUSING EVENT, OR SO MUCH SOONER BY VIRTUE OF LAW.

1.6.5. THE STIPULATIONS AS SET OUT IN THIS ARTICLE AND ALL OTHER LIMITATIONS AND EXCLUSIONS OF LIABILITY SPECIFIED IN THESE GENERAL TERMS AND CONDITIONS, ALSO APPLY FOR THE BENEFIT OF ALL PERSONS AND/OR LEGAL ENTITIES USED BY REWORC DURING THE EXECUTION OF THE AGREEMENT.

1.6.6. THE LIMITATIONS OF LIABILITY AS SET OUT IN THIS ARTICLE ARE VOID IN CASE OF INTENT OR CONSCIOUS RECKLESSNESS OF THE TOP LEVEL MANAGEMENT OF REWORC.

Article 1.7.   Force Majeure

1.7.1. Reworc is not obliged to perform any obligation if prevented from doing so due to a circumstance for which Reworc cannot be attributed, nor under the law, legal act or due to generally prevailing opinions. In case Reworc invokes force majeure against User, Reworc shall notify User in writing as soon as possible, however, within a reasonable period of time.

1.7.2. In case of force majeure situation that lasts longer than twenty (20) days and User has sent User a notice of default, User has the right to terminate the Agreement extra-juridical and with immediate effect by means of a registered letter. User is not entitled to any damages. Payments done for the Service or other services, are in case of force majeure no subject of reimbursement.

Article 1.8.   Transfer of Rights and Obligations

1.8.1. User is not entitled to transfer rights and obligations ensuing from the Agreement to a third party, without prior written permission of Reworc.

1.8.2. Reworc is entitled to transfer all rights and obligations ensuing from the Agreement, without any limitations, to third parties. User shall be notified thereof as soon as possible.

Article 1.9.   Intellectual Property Rights

1.9.1. Reworc warrants that it owns all the necessary intellectual property rights and/or licenses to render the Service and grant the rights connected with the Subscription.

1.9.2. All intellectual property rights regarding Reworc to User provided material, inter alia, Documentation regarding training, manuals and presentations, reports, roadmaps, remain vested in Reworc, its licensors and/or suppliers. User is solely granted a license to use the Documentation and/or aforementioned materials, which license does not encompass more than using the Documentation and/or aforementioned materials for internal (training) purposes provided User has a valid (Subscription) License in place.

Article 1.10. Prices, rates and invoicing

1.10.1. The prices and rates mentioned in the Agreement. All prices and rates are exclusive of V.A.T.

1.10.2. Reworc is yearly entitled, per January 1st, to increase the agreed upon prices and rates. In case the prices and rates are raised more than five percent (5%), compared with the previous calendar year, User has the right to terminate the Agreement with immediate effect.

1.10.3. The remuneration for the Service is invoiced monthly in advance. Functionality that was added in the interim is immediately invoiced pro rata until the next invoice date.

1.10.4. Other services such as training and consulting, are rendered against the applicable rates for the involved employees of Reworc. In that case invoicing will be done in monthly arrears on the basis of time and material, unless explicitly agreed otherwise.

1.10.5. The by Reworc to Client issued invoices are due and payable within 30 (thirty) days after invoice date.

1.10.6. In case the response rate of a Digital Interview is naught or low, User is not entitled to a discount or rebate.

Article 1.11. General Stipulations

1.11.1. If any of the provisions of the Agreement or these General Terms and Conditions shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the Agreement or these General Terms and Conditions shall otherwise remain in full force and effect.

1.11.2. No waiver of any breach of the Agreement or these General Terms and Conditions will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

1.11.3. Obligations as set forth in the Agreement of these General Terms and Conditions, which, by their nature are intended to survive termination, will remain in force after termination.

1.11.4. Delivery terms given by Reworc at any given moment are approximate delivery terms and can not to be considered as binding terms. The lapse of the delivery term will not result in an attributable shortcoming. In that case User is not entitled to any compensation or damages.

1.11.5. No general (purchasing) terms and conditions of User are applicable.

1.11.6. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

Article 1.12. Disputes and Governing Law

The Agreement and the General Terms and Conditions are governed by the Laws of the Netherlands. Disputes arising out of the Agreement or the General Terms and Conditions will be solely submitted to the court in ROTTERDAM.

SECTION 2.   ANNUAL SUBSCRIPTION

This section sets forth the terms and conditions which govern User's right to use the functionality of the Service. Terms covering prices, rates and price per Invitee will be set forth in the Agreement. This section covers the annual Subscription, which means that User may use the Service during the term of the Agreement to analyze populations with the Service any time User desires to do so, provided that the agreed upon price per Invitee is paid for by User.

Article 2.1.   Scope of Service

2.1.1.   The Service is rendered as SaaS (Software as a Service). Therefore, User only pays for the use of the functionality. Client is therefore not granted any license, but is granted a right to use the functionality of the underlying software. User pays: (i) the subscription fee as set out in the Agreement; and (ii) the agreed upon fee per Invitee.

2.1.2.   Hosting is included in the Service. Therefore, User does not have to select and enter into a contract with a separate vendor for hosting.

2.1.3.   With an annual Subscription it is possible for User and its End Users to create an unlimited amount of Projects.

2.1.4.   Prior to making the Service available, Reworc customizes, for the in the Agreement agreed upon fee: (i) the standard template for a Digital Interview; and (ii) the Landing Page (in necessary). The template for the Landing Page can only be customized within the standard grid, that means that logo's, colors and copy can be customized, but the locations of items (for instance where a button is located) or functionality cannot be changed.

2.1.5.   Reworc offers its Service on the basis of "fair use", that means that it will not impose User any limitations regarding amount of End Users, system and network load. However, Reworc is entitled to take measures in case of excessive load caused by User. Excessive load in this case, is load that is significantly higher than the load of an average user of Reworc. In case of excessive system and/or network load, Parties will consult each other regarding possible solutions and/or changes and the involved costs. The aforementioned "fair use" principle does not apply for the amount of Invitees.

2.1.6.   Since the Service is an Internet based solution, User is responsible to acquire the necessary facilities, inter alia, installing and configuring appropriate telecommunication services, software, devices, hardware and infrastructure, in order to make use of the Service. Therefore, Reworc is not responsible for the unavailability of the Service due to internal failures in the infrastructure of User or other aforementioned facilities. Reworc is not responsible for the costs incurred by User regarding the use of the aforementioned facilities, inter alia, the costs of use and (mobile) data.

2.1.7.   The Service is rendered in accordance with the service levels as agreed upon in the SLA (see section SECTION 6).

2.1.8.   The version policy is solely determined by Reworc. Reworc will make sure that User has access to the most recent functionality of the Service. User is not entitled to decline new functionality of the Service.

2.1.9.   Updates, upgrades and maintenance of the Service are done by Reworc, as much as possible, outside Business Hours and as unobtrusive as possible. However, emergency maintenance may be executed by Reworc within Business Hours. Emergency maintenance is maintenance necessary to avoid loss of data and/or (possible) security breaches.

Article 2.2.   Terms of Use and Limitations

2.2.1.   User will make sure that its End Users will administer their login credentials regarding the Service with great due care. The credentials are strictly personal. User is not allowed to circumvent the limitations of these General Terms and Conditions by letting End Users or Invitees sharing the credentials.

2.2.2.   Any End User that has valid access to the Service may copy and use the Documentation for User's or Invitee's internal reference purposes.

2.2.3.   User agrees that it will not, and will not permit others to: (i) work around any technical protections in the Service with the intent to exceed the scope of the rights granted under these General Terms and Conditions; (ii) rent, lease or lend the functionality of the Service; or use the

Service to operate a service bureau, subscription service or for commercial software hosting services, except as expressly permitted herein.

2.2.4.　　　　User is not allowed to use the Service in a way it may damage the Service, and/or it may damage third parties, nor in a way it can cause interruptions in the availability of the Service.

2.2.5.　　　　End Users can only make use of the Service after they have adhered to the EULA. This is done through checking a checkbox by End User. See URL https://www.reworc.com/end-user-license-agreement/ for the current EULA.

2.2.6.　　　　It is the responsibility of User to inform Invitees regarding processing of personal data. In case User does not upload / or put at our disposal, a custom privacy statement, the standard privacy statement of Reworc is shown to Invitees. Reworc does not warrant that its privacy statement is in accordance with relevant legislation regarding processing personal data.

Article 2.3.　　Support

2.3.1.　　　　Support is a standard part of the Service. Support activities entail answering questions from End Users and Invitees regarding the Service and resolving Defects. Support will be rendered on the basis the SLA (see SECTION 6)

2.3.2.　　　　Reworc strives to start with activities regarding a support call issued by User, inter alia questions of User and resolving Defects, in accordance with the service levels as agreed upon in the SLA.

2.3.3.　　　　A Defect will only be processed in case the Defect can be proved by User and in case the Defect can be reproduced by User and Reworc.

2.3.4.　　　　In case Reworc presumes that resolving a Defect will take such period of time that it can affect the availability of the Service, Reworc shall provide a temporary sufficient solution or work around.

2.3.5.　　　　In case End Users do not have adequate knowledge regarding the Service, Reworc is entitled to demand that User will acquire training from Reworc in order to bring the level of knowledge of the End Users to an adequate level so that End Users will not use Support disproportionately. Reworc will support its claim of insufficient knowledge by its.

Article 2.4.　　Duration and Termination for Convenience

The Agreement enters into force as of per the moment User has approved the Agreement. The Agreement has a duration of one (1) year as of per the moment User or End Users have access to the Reworc Manager of the Service. After lapse of the aforementioned duration or extended duration, the Agreement is tacitly renewed for again for a duration of one (1) year, unless User terminates the Agreement taking into account a notice period of at least three (3) months before the lapse of the initial duration or extended duration.

SECTION 3.　　PROJECT SUBSCRIPTION

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This section sets forth the terms and conditions which govern User's right to use the functionality of the Service. Terms covering prices, rates and price per Project will be set forth in the Agreement. This section covers the Project Subscription, which means that User may use the Service for one (1) Project only. Subscription

Article 3.1.   Scope of Service

3.1.1.   The Service is rendered as SaaS (Software as a Service). Therefore, User only pays for the use of the functionality. Client is therefore not granted any license, but is granted a right to use the functionality of the underlying software. User pays: (i) the Project fee as set out in the Agreement; and (ii) the hosting fee (after of one year).

3.1.2.   Hosting is included in the Service for only one (1) year. After one (1) year, counting as of per the duration as stated in Article 3.4.

3.1.3.   With a Project Subscription it is possible for User and its End Users to create one (1) Project.

3.1.4.   Prior to making the Service available, Reworc customizes, for the in the Agreement agreed upon fee: (i) the standard template for a Digital Interview; and (ii) the Landing Page (if necessary). The template for the Landing Page can only be customized within the standard grid, that means that logo's, colors and copy can be customized, but the locations of items (for instance where a button is located) or functionality cannot be changed.

3.1.5.   Reworc offers its Service on the basis of "fair use", that means that it will not impose User any limitations regarding amount of End Users, Invitees, system and network load. However, Reworc is entitled to take measures in case of excessive load caused by User. Excessive load in this case, is load that is significantly higher than the load of an average user of Reworc. In case of excessive system and/or network load, Parties will consult each other regarding possible solutions and/or changes and the involved costs. The aforementioned "fair use" principle does not apply for the amount of Projects and Invitees.

3.1.6.   Since the Service is an Internet based solution, User is responsible to acquire the necessary facilities, inter alia, installing and configuring appropriate telecommunication services, software, devices, hardware and infrastructure, in order to make use of the Service. Therefore, Reworc is not responsible for the unavailability of the Service due to internal failures in the infrastructure of User or other aforementioned facilities. Reworc is not responsible for the costs incurred by User regarding the use of the aforementioned facilities, inter alia, the costs of use and (mobile) data.

3.1.7.   The Service is rendered in accordance with the service levels as agreed upon in the SLA (SECTION 6).

3.1.8.   The version policy is solely determined by Reworc. Reworc will make sure that User has access to the most recent functionality of the Service. User is not entitled to decline new functionality of the Service.

3.1.9.   Updates, upgrades and maintenance of the Service are done by Reworc, as much as possible, outside Business Hours and as unobtrusive as possible. However, emergency maintenance may be executed by Reworc within Business Hours. Emergency maintenance is maintenance necessary to avoid loss of data and/or (possible) security breaches.

Article 3.2.   Terms of Use and Limitations

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3.2.1.   User will make sure that its End Users and Invitees will administer their login credentials regarding the Service with great due care. The credentials are strictly personal. User is not allowed to circumvent the limitations of these General Terms and Conditions by letting End Users or Invitees sharing the credentials.

3.2.2.   Any End User or Invitee that has valid access to the Service may copy and use the Documentation for User's or Invitee's internal reference purposes.

3.2.3.   User agrees that it will not, and will not permit others to: (i) work around any technical protections in the Service with the intent to exceed the scope of the rights granted under these General Terms and Conditions; (ii) rent, lease or lend the functionality of the Service; or use the Service to operate a service bureau, subscription service or for commercial software hosting services, except as expressly permitted herein.

3.2.4.   User is not allowed to use the Service in a way it may damage the Service, and/or it may damage third parties, nor in a way it can cause interruptions in the availability of the Service.

3.2.5.   End Users can only make use of the Service after they have adhered to the EULA. This is done through checking a checkbox by End User. See URL https://www.reworc.com/end-user-license-agreement/ for the current EULA.

3.2.6.   It is the responsibility of User to inform Invitees regarding processing of personal data. In case User does not upload / or put at our disposal, a custom privacy statement, the standard privacy statement of Reworc is shown to Invitees. Reworc does not warrant that its privacy statement is in accordance with relevant legislation regarding processing personal data.

Article 3.3.   Support

3.3.1.   Support is a standard part of the Service. Support activities entail answering questions from End Users and Invitees regarding the Service and resolving Defects. Support will be rendered on the basis the SLA (see SECTION 6)

3.3.2.   Reworc strives to start with activities regarding a support call issued by User, inter alia questions of User and resolving Defects, in accordance with the service levels as agreed upon in the SLA.

3.3.3.   A Defect will only be processed in case the Defect can be proved by User and in case the Defect can be reproduced by User and Reworc.

3.3.4.   In case Reworc presumes that resolving a Defect will take such period of time that it can affect the availability of the Service, Reworc shall provide a temporary sufficient solution or work around.

3.3.5.   In case End Users do not have adequate knowledge regarding the Service, Reworc is entitled to demand that User will acquire training from Reworc in order to bring the level of knowledge of the End Users to an adequate level so that End Users will not use Support disproportionately. Reworc will support its claim of insufficient knowledge by its records regarding the (Support) history of User.

3.3.6.   Support is rendered only in the first year of the Agreement as meant in Article 3.4 of these General Terms and Conditions.

Article 3.4.   Duration and Termination for Convenience

The Agreement enters into force as of per the moment User has approved the Agreement. The Agreement has a duration of one (1) year as of per the moment User or End Users have access to the Reworc Manager of the Service. After the aforementioned duration the Agreement is terminated by virtue of

law, without any formalities., unless User extends the Agreement. Reworc provides User in due time with several extension options.

SECTION 4.   VALUE ADDED RESELLER SUBSCRIPTION

This section sets forth the terms and conditions which govern User's right to use the functionality of the Service. This section covers the Value Added Reseller Subscription, which means that User may integrate the Service in its own products or services. That can be done in a way that it is only used for internal business purposes, or that may be done in a way that the Clients, the Client End Users or Client Invitees are given access to the functionality of the Service.

Article 4.1.   Additional definitions

The capitalized terms in this section and next sections shall have the following meanings.

4.1.1.   *VAR Client:* a Client of VAR*.*
4.1.2.   *VAR Client End Users: End Users of VAR Client.*
4.1.3.   *VAR Client Invitees: Invitees of VAR Client.*
4.1.4.   *VAR Client Project: Project of VAR Client.*

Article 4.2.   Scope of Service

4.2.1.   The Service is rendered as SaaS (Software as a Service). Therefore, VAR only pays for the use of the functionality. VAR is therefore not granted any license, but is granted a right to use the functionality of the underlying software. VAR pays: (i) the subscription fee as set out in the Agreement; (ii) the agreed upon fee per VAR Client Invitee; and (iii) the agreed upon fee per VAR Project.
4.2.2.   Hosting is included in the Service. Therefore, VAR does not have to select and enter into a contract with a separate vendor for hosting.
4.2.3.   Reworc offers its Service on the basis of "fair use", that means that it will not impose VAR any limitations regarding amount of End Users, VAR Client End Users, system and network load. However, Reworc is entitled to take measures in case of excessive load caused by VAR. Excessive load in this case, is load that is significantly higher than the load of an average user of Reworc. In case of excessive system and/or network load, Parties will consult each other regarding possible solutions and/or changes and the involved costs. The aforementioned "fair use" principle does not apply for the amount of VAR Client Invitees and the amount of VAR Client Projects.
4.2.4.   Since the Service is an Internet based solution, VAR and VAR Client are responsible to acquire the necessary facilities, inter alia, installing and configuring appropriate telecommunication services, software, devices, hardware and infrastructure, in order to make use of the Service. Therefore, Reworc is not responsible for the unavailability of the Service due to internal failures in the infrastructure of VAR or VAR Client or other aforementioned facilities. Reworc is not responsible for the costs incurred by VAR regarding the use of the aforementioned facilities, inter alia, the costs of use and (mobile) data.
4.2.5.   The Service is rendered in accordance with the service levels as agreed upon in the SLA (see SECTION 6). User may use its own service level agreement(s) for its VAR Clients.

4.2.6. The version policy is solely determined by Reworc. Reworc will make sure that User has access to the most recent functionality of the Service. User is not entitled to decline new functionality of the Service.

4.2.7. Updates, upgrades and maintenance of the Service are done by Reworc, as much as possible, outside Business Hours and as unobtrusive as possible. However, emergency maintenance may be executed by Reworc within Business Hours. Emergency maintenance is maintenance necessary to avoid loss of data and/or (possible) security breaches. Reworc is not a Party in the agreement VAR enters into with VAR Client regarding the use of the Service. User may use these General Terms and Conditions as inspiration. VAR indemnifies Reworc and holds Reworc harmless for all claims of VAR Clients, VAR Client Users and VAR Client Invitees regarding the use of the Service.

Article 4.3.   Terms of Use and Limitations

4.3.1. VAR will make sure that VAR and its VAR Clients, VAR Client End Users will administer their login credentials regarding the Service with great due care. The credentials are strictly personal. VAR and VAR Client are not allowed to circumvent the limitations of these General Terms and Conditions by letting VAR Client End Users, VAR Client Invitees sharing the credentials.

4.3.2. VAR agrees that it will not, and will not permit others to: (i) work around any technical protections in the Service with the intent to exceed the scope of the rights granted under these General Terms and Conditions; (ii) rent, lease or lend the functionality of the Service; or use the Service to operate a service bureau, subscription service or for commercial software hosting services, except as expressly permitted herein. User ensures that in its agreements with Clients, aforementioned is agreed upon back to back. Aforementioned point (ii) does not apply for VAR to the extend the described activities are necessary to integrate the Service within the own products or services of User.

4.3.3. VAR is not allowed to use the Service in a way it may damage the Service, and/or it may damage third parties, nor in a way it can cause interruptions in the availability of the Service. User ensures that in its agreements with Clients, aforementioned is agreed upon back to back.

4.3.4. VAR Client End Users can only make use of the Service after they have adhered to the EULA. This is done through checking a checkbox by VAR Client End User. See URL https://www.reworc.com/end-user-license-agreement/ for the current EULA.

4.3.5. It is the responsibility of VAR Client to inform VAR Client Invitees regarding processing of personal data. In case VAR Client does not upload / or put at our disposal, a custom privacy statement, the standard privacy statement of Reworc is shown to VAR Client Invitees. Reworc does not warrant that its privacy statement is in accordance with relevant legislation regarding processing personal data.

4.3.6.

Article 4.4.   Support

4.4.1. Support is a standard part of the Service. Support activities entail answering questions from VAR regarding the Service and resolving Defects. Support will be rendered on the basis the SLA (see SECTION 6). VAR will render support to VAR Client. Reworc will serve as second line and VAR will serve as first line regarding support towards VAR Clients. VAR will make sure that VAR Clients, VAR Client End Users or VAR Client Invitees will not contact Reworc for support.

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4.4.2.   Reworc strives to start with activities regarding a support call issued by VAR, inter alia questions of User and resolving Defects, in accordance with the service levels as agreed upon in the SLA.

4.4.3.   A Defect will only be processed in case the Defect can be proved by VAR and in case the Defect can be reproduced by User and Reworc.

4.4.4.   In case Reworc presumes that resolving a Defect will take such period of time that it can affect the availability of the Service, Reworc shall provide a temporary sufficient solution or workaround.

Article 4.5.   Duration and Termination for Convenvience

4.5.1.   The Agreement enters into force as of per the moment VAR has approved the Agreement. The Agreement has a duration of one (1) year. After lapse of the aforementioned duration or extended duration, the Agreement is tacitly renewed for again for a duration of one (1) year, unless User terminates the Agreement taking into account a notice period of at least three (3) months before the lapse of the initial duration or extended duration.

SECTION 5.   DATA PROCESSING AGREEMENT

This section sets forth the terms and conditions which govern data processing in case personal data is processed. In case of the annual Subscription and the Project Subscription, Reworc is deemed processor. In case of the Value Added Reseller Subscription Reworc is deemed sub-processor and this section is deemed a sub data processing agreement. This section only applies in case Reworc is not deemed controller, since Reworc for some processing activities sees itself as controller rather than processor.

Article 5.1.   Scope and purpose limitation

5.1.1.   The subject of this section is the conclusion of an agreement about the processing of personal data as referred to in Article 28(3) of the General Data Protection Regulation (GDPR). Upon first request of User or VAR Reworc is willing to enter into a separate Data Processing Agreement, provided the stipulations of the separate Data Processing Agreement are not less protective for Reworc than what is stipulated herein.

5.1.2.   Parties distinguish and recognize the following roles (including the associated responsibilities) on the basis of the applicable laws and regulations and in the context of the processing of personal data: User is the controller or processor, Reworc is deemed to be the processor or sub-processor.

5.1.3.   Reworc processes personal data in the context of the execution of the agreed activities and services as laid down in the Agreement, solely under the orders and instructions of User. If it is impossible to follow the instructions in the framework of the activities and services agreed in the Agreement, Parties shall enter into consultations regarding the financial and other consequences of the implementation of and compliance with the desired instructions. Reworc shall inform User if, according to Reworc, an instruction given by User is contrary to the applicable laws and regulations regarding processing of personal data.

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5.1.4.　　　In the context of the execution of the agreed activities and services as laid down in the Agreement, Reworc shall only process the personal data on behalf of User, whereby Reworc is not permitted to process User's personal data or provide these to third parties for its own purposes, deviating from the agreement.

Reworc will make the agreed IT resources and software available to User for the purposes of processing personal data, and User shall use such resources and software for the purposes that it has stated. Therefore, Reworc is a passive processor, to the extent that Reworc does not in any way decide on the processing purposes or resources. User is responsible for ensuring that it deploys or uses the IT resources referred to above in such a way that the personal data are processed in accordance with the privacy legislation and the by User pre-determined legitimate purposes.

5.1.5.　　　If and insofar as User, pursuant to a law or an internal rule, is obliged to involve a participatory and consultation body in the implementation of the service, it shall ensure that the bodies or persons in question are informed about the aim and resources of the service(s) and are consulted insofar as necessary in that framework.

Article 5.2.　　Confidentiality regarding personal data

5.2.1.　　　Each of the Parties shall take all reasonable measures in order to guarantee the secrecy of confidential information insofar as this is possible in connection with the execution of the Agreement.

5.2.2.　　　Reworc shall not disclose to third parties the data obtained from User and the personal data to be processed by Reworc, unless User has granted written permission for this, or unless this is necessary for the performance of the agreed activities and services, compliance with a statutory obligation, a request from an authority, or a court order.

5.2.3.　　　Reworc shall ensure that the data are only issued to the Parties' personnel on a need-to-know basis and that only the employees charged with performing the agreed activities or services have access to the processing of personal data.

Article 5.3.　　Technical and organizational measures

5.3.1.　　　The Parties shall ensure correct compliance with the applicable laws and regulations, including in any event the laws and regulations in the area of the protection of personal data, such as the GDPR.

5.3.2.　　　Reworc shall implement appropriate technical and organizational measures to protect personal data against loss or any unlawful forms of processing. Taking the state of the art and the cost of their implementation into account, such measures will guarantee a level of security appropriate to the risks represented by the processing and the nature of the data to be protected. These measures also seek to prevent the unnecessary collection and further processing of personal data. These measures include among other things:

a. two-factor authentication for User;
b. SSL connection with User (encryption in transit);
c. using an ISO 27001 certified hosting company;
d. logical separation of User's stored data;
e. one-way encrypted passwords of User;
f. the measures as recorded in the Reworc TOM's document, which can be found https://www.Reworc.com/tom

5.3.3.　　　User shall, for the part for which it is responsible, implement appropriate technical and organizational measures to protect personal data against loss or any unlawful forms of processing.

Taking the state of the art and the cost of their implementation into account, such measures will guarantee an appropriate level of security, taking into account the risks represented by the processing and the nature of the data to be protected. These measures also seek to prevent the unnecessary collection and further processing of personal data; This concerns for example: (i) operational processes that comply with the relevant legislation with regard to processing of personal data; (ii) authorization models whereby employees who have nothing or very little to do with certain data do not have any access or only regulated access to such data (iii); security of workstations; (iv) an adequate password and access policy. User shall also ensure that it conducts an adequate policy with regard to the private use of its own systems, internet and e-mail, where it is stipulated that personal data may be logged when using applications.

5.3.4.   User will inform Reworc before the agreed activities start about the technical and organizational measures it has taken as referred to in the previous paragraph. User is responsible for notifying Reworc in due time about a new or amended policy with regard to the technical and organizational measures it has to take pursuant to the law and regulations and commonly prevailing standards.

5.3.5.   User shall itself assess to what extent a data protection impact assessment (PIA), as referred to in Article 35 GDPR, is necessary. If Reworc, in its view, believes that it is necessary to implement a PIA in a specific case, then Reworc shall inform User of this and ask User to carry out a PIA.

5.3.6.   If User has carried out a PIA in the context of processing personal data, then User shall, prior to the start of the agreed activities or supply of the agreed services, provide Reworc with a copy of the results and any measures that have been or are to be taken.

5.3.7.   User is entitled for the term of Agreement to have the above-mentioned measures checked by an independent expert by means of an audit, provided that: (i) User notifies the audit in due time; (ii) the costs (including costs of the above-mentioned independent third party and the costs of making one or more of Reworc's employees available to assist the auditor at the hourly rate of the employee(s) in question) are borne by User; and (iii) the result of the audit is discussed with Reworc.

5.3.8.   Before User performs an audit, it shall first consult and assess the reports present at Reworc and if after this User still takes the view that the consulted reports are inadequate, it shall then state in its request the reasons and arguments which in its view justify an audit. An audit as referred to here may only be performed subject to the cumulative conditions as stated in the above-mentioned paragraph.

Article 5.4.   Third parties

5.4.1.   Reworc may make use of a Sub-Processor in the context of the Agreement. User will in this regard grant general permission to engage Sub-Processors in advance. The list of sub-processors is available at: https://www.Reworc.com/privacy-policy/. The lists also states whether personal data is processed outside the E.U. / E.E.R. Reworc may expand this list in accordance with its own insight and opinion. If Reworc expands the list with new Sub-Processors, then User shall be informed of this in due time, whereby User shall be given the opportunity to object against to the intended new Sub-Processors. Reworc shall, if and insofar as possible, enter into sub-processor agreements with the above-mentioned sub-processors.

5.4.2.   If and insofar as the objection referred to in the previous paragraph is reasonable and well-founded, Reworc and User shall seek reasonable solutions to remove the objections and to meet their wishes. Should User and Reworc be unable to reach a workable solution, then User is, with due observance of a notice period of thirty (30) days, entitled to terminate the Agreement.

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5.4.3. Reworc cannot guarantee for every Sub-Processor that Reworc will be informed by the sub-Processor about changes regarding sub-sub-processors.

Article 5.5. Data breaches and rights of data subjects

5.5.1. If Reworc suspects or discovers that User's personal data has been compromised (security breach or data breach), Reworc shall inform User immediately. User will assess in this connection whether it will inform the data subjects and report the incident to the statutory regulator or Client. User is and always remains responsible for any statutory obligation to do so. Nevertheless, Reworc shall provide cooperation, insofar as necessary, in order to be able to comply with the statutory obligations on User.

5.5.2. f a data subject sends a request to Reworc regarding examination, correction or removal, or wishes to exercise any other right to which it is entitled, Reworc shall pass the request on to User, and User shall process the request further. Reworc shall inform the data subjects of this. Insofar as this is not contrary to any statutory provision, Reworc shall, if so requested, grant its cooperation to User with the handling and processing of the request.

5.5.3. At User's first request: (i) Reworc shall provide information requested by User with regard to the processing of User's personal data; and (ii) Reworc shall cooperate with User, if and insofar as necessary, in order to comply with User's obligations under the applicable law and regulations regarding personal data processing. The second sentence of article 5.1.3 shall apply mutatis mutandis.

Article 5.6. Other provisions

5.6.1. User guarantees that the content, the use and the order to process the personal data are not unlawful and do not infringe the rights of third parties. User shall indemnify Reworc against all demands and claims relating to these.

5.6.2. At the end of the Agreement, Reworc will erase User's personal data or, if User so requests, provide the personal data to User before erasing them. Reworc shall, at User's first request, provide a declaration that the personal data have been erased.

5.6.3. User is itself responsible for the manner in which it supplies the data to Reworc. Therefore, it is User's responsibility to check whether the way in which the data are provided to Reworc complies with the relevant legislation and/or internal compliance regulations. User shall take into account Reworc's applicable guidelines for the supply of data in this regard. If the data supplied by User do not fit in with the guidelines which Reworc applies to them, Reworc has the right to refuse the desired manner of supply and/or to request a supply that complies with Reworc's guidelines. User shall indemnify Reworc against any claims and/or damage if and insofar as the data are not supplied to Reworc in accordance with the relevant regulations and/or internal compliance regulations.

SECTION 6. SERVICE LEVEL AGREEMENT

This section sets forth the service level agreement. In case of a Value Added Reseller Subscription this section applies only for User. User has to enter into a service level agreement with Client itself.

Article 6.1. Additional definitions

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The capitalized terms in this section shall have the following meanings.

6.1.1.   *Emergency Maintenance*: maintenance which needs to be executed immediately to avoid (partial) unavailability of Service, or to avert or resolve security risks and/or leaks.

6.1.2.   *Fix(es)*: any change or workaround to the Service that corrects a problem with the Service that causes it to crash, lose data, or prevents it from performing substantially in accordance with the Documentation.

6.1.3.   *Maintenance Window*: Every morning from 00.00 hours (local time User) till 06.00 hours (local time User) on Business Days, Sundays, Saturdays and Dutch national holidays.

6.1.4.   *Planned Maintenance*: maintenance that is announced to User, which announcement was done at least 24 hours before the planned maintenance is scheduled.

6.1.5.   *Subscription Fee*: monthly fee paid by User for the Subscription, V.A.T excluded, in case the fee is not monthly charged, but User paid an amount for a certain period of time, the amount (V.A.T. excluded) has to be divided by the number of months for which the amount is paid.

6.1.6.   *Service Window*: available time during a calendar month outside Maintenance Window, minus time used for Emergency Maintenance, minus time which was used for Planned Maintenance.

Article 6.2.   Services Under SLA

6.2.1.   Under this section, Reworc renders the following services.

6.2.2.   <u>Availability Service</u>. Availability entails making and keeping the Service available by Reworc for User and its Clients, End Users and Invitees.

6.2.3.   <u>Support</u>. This service entails answering questions of End Users regarding the use of the Service.

6.2.4.   <u>Maintenance</u>. Maintenance entails making available new versions of the Service which new versions give User new, fixed or additional functionality. Maintenance is executed by Reworc outside the Service Window.

Article 6.3.   Service Levels Reworc

6.3.1.   <u>Service level availability</u>. The Service is available for 99% during the Service Window per calendar month.

6.3.2.   <u>Service level support</u>. Support for the Service is rendered on best effort basis. Therefore, Reworc cannot ensure a specific response time regarding support requests as mentioned in paragraph 6.3.1 of this SLA. However, it will do its utmost best to process all raised Support issues in a timely fashion.

6.3.3.   <u>Service level maintenance</u>. Maintenance is rendered on best effort basis. Therefore, Reworc cannot ensure that maintenance is executed, and that Defects will be fixed immediately. However, it will do its utmost best to address and fix Defects as soon as possible. In case maintenance is executed, it will be executed within the Maintenance Window, or within the announced Planned Maintenance time frame. Emergency Maintenance is executed immediately.

Article 6.4.   Penalties

6.4.1.   The following penalties apply in case the service level of the availability as set out, and defined, in paragraph 6.2.2 is not met.

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Availability	Penalty
Less than 99%	10% of Subscription Fee
Less than 98%	25% of Subscription Fee

6.4.2.   User is entitled to the aforementioned penalties in case the penalties are due. In that case the penalty is set off against the amount due by Client under the next invoice issued by Reworc to User.

6.4.3.   User is only entitled to the penalties in case User notifies Reworc of not meeting the service level sanctioned with a penalty in the first four (4) Business Days in a new calendar month, and Client or Partner can prove that Reworc did not meet the service level in question.