

GENERAL TERMS & CONDITIONS – Work & People Analytics B.V. (Reworc)

These General Terms and Conditions apply to every quote, order confirmation, and agreement in which **Work & People Analytics B.V.**, located at Stationsplein 45, unit A4.004, 3013 AK Rotterdam, registered with the Chamber of Commerce (KvK) under number 56139608 (hereinafter: "**Reworc**"), provides its software-as-a-service (SaaS) to a business customer (hereinafter: "**Customer**").

Language Versions – The Dutch version is legally binding. This English translation is provided free of charge and serves for clarification purposes.

1 Definitions

- 1.1 **Subscription:** The right purchased by the Customer to use the service during the subscription period for (a) the agreed maximum number of unique employees (hereinafter: "**Cap**"); and (b) the activated applications.
 - 1.2 **Service:** The software offered by Reworc via the internet for querying, analyzing, and advising on employee needs and organizational effectiveness, and the associated management environment "my.reworc.com" and optional application "SpacePro".
 - 1.3 **Unique Employee:** A natural person (unique email address) addressed by the Customer in a calendar year for whom an analysis is prepared and/or performed.
 - 1.4 **Excess Usage:** The number of unique employees per calendar year exceeding 110% of the Cap.
 - 1.5 **Agreement:** The legal relationship between parties consisting of (a) the quote or order confirmation accepted by the Customer and (b) these General Terms and Conditions.
 - 1.6 **Parties:** Customer and Reworc collectively.
 - 1.7 **Initial Term:** The first contractually agreed subscription period with a Customer.
-

2 Formation and Duration

2.1 **Formation:** The Agreement is formed as soon as the Customer accepts Reworc's quote or order confirmation in writing. In the case of an online ordering process, the Agreement is formed at the moment Reworc confirms the order electronically to the Customer.

2.2 **Subscription Term:** If the Agreement concerns a Subscription, it starts on the agreed start date for an Initial Term of 12, 24, or 36 months. After this term, the Subscription is tacitly renewed for periods of 12 months, unless the Customer terminates in writing at least two (2) months before the end of the current term.

2.3 **2.3 Duration of Additional Services:** In deviation from Article 2.2, agreements for Additional Services (such as training or advice) terminate by operation of law once the agreed work is completed and mutual obligations are met. No automatic renewal applies to these services.

2.4 **Consequences of Termination:** Upon termination, every right of use for the Service expires immediately. Provisions intended by their nature to continue (such as intellectual property and confidentiality) remain in force after termination.

3 License and Rights of Use

3.1 **Usage License:** Reworc grants the Customer a non-exclusive, non-transferable right to use the Service for internal business purposes during the Subscription. If the Customer wishes to deploy the Service for a third party, that third party must enter into an Agreement with Reworc as a Customer themselves. In that case, the Customer may be eligible for a referral fee, provided the conditions for this are established in writing in a separate partner agreement.

3.2 **Login Credentials and Access:** The Customer shall treat login credentials confidentially and only assign them to authorized employees.

4 Fees, Invoicing, and Excess Usage

4.1 **Subscription Fee:** Prior to each subscription period, the Customer pays the fixed annual service fee corresponding to the chosen Cap and activated applications. This fee is due regardless of actual use and covers customer data storage during the term.

4.2 **Additional Services (Actual Costs):** Unless otherwise agreed in writing, fees for Additional Services are calculated based on actual costs at Reworc's current rates. These activities are invoiced monthly in arrears based on actual hours spent and costs incurred.

4.3 **SaaS Excess Usage:** If the number of measured Unique Employees in a calendar year exceeds the Cap by more than 10%, this is registered as excess usage. This excess usage is invoiced monthly in arrears at the rate per Unique Employee underlying the current Subscription.

4.4 Invoicing Moments:

- **In Advance:** The annual subscription fee and any extra capacity purchased in advance are invoiced at the start of the period.
- **In Arrears:** Additional Services and excess usage are invoiced monthly in arrears.

4.5 **Payment and Price Changes:** Invoices must be paid within fifteen (15) days of the invoice date. Reworc is entitled to increase its rates annually on January 1st by a maximum of 5%. In the event of a higher increase, the Customer has the right to terminate the Agreement in writing within 30 days of the announcement.

4.6 **No Refunds:** Under-usage of the agreed Cap or not (fully) utilizing planned Additional Services does not entitle the Customer to a refund or discount on amounts already invoiced.

5 Service Levels and Maintenance

5.1 **Availability:** Reworc strives for Service availability of 99% per calendar month.

Availability is calculated as total minutes per month minus time spent on:

- Planned maintenance (as described in art. 5.2).
- Emergency maintenance (maintenance immediately necessary for security or data preservation).
- Factors beyond Reworc's control, such as Customer internet failure or public cloud infrastructure outages.

5.2 **Planned Maintenance:** Maintenance is announced at least 24 hours in advance if possible and performed outside office hours (00:00 to 06:00 CET). This time does not count as downtime for uptime calculations.

5.3 **Support:** Support is included and available on Working Days from 09:00–18:00 CET via support@reworc.com.

6 Protection of Personal Data

6.1 **Roles and Data Processing Agreement:** Reworc processes personal data as a processor on behalf of the Customer, who is the data controller. Parties declare that the provisions in this article serve as a processing agreement within the meaning of Article 28 GDPR.

6.2 **Customer Warranty and Indemnification:** The Customer guarantees that the content, use, and instructions for processing personal data are not unlawful and do not infringe on third-party rights. The Customer indemnifies Reworc against all third-party claims and resulting damages related to the (un)lawfulness of data or instructions provided by the Customer.

6.3 **Security Measures:** Reworc implements appropriate technical and organizational measures, including: (i) SSL encryption, (ii) 2-factor authentication for users with admin rights, (iii) hosting by an ISO 27001-certified provider, and (iv) logical separation of customer data.

6.4 **Sub-processors:** Reworc uses the following sub-processors. Data processing exclusively takes place within the European Union (EU):

- **Microsoft Ireland Operations Ltd (Azure):** Standard sub-processor for hosting and infrastructure.
- **Medallia (France):** Only used if the Customer utilizes the "Classic" version of the Digital Interview.

Reworc will inform the Customer of changes ; the Customer can object within 30 days.

6.5 **GDPR Obligations:** Reworc shall:

- Process data only on written instructions.
- Ensure authorized persons are bound by confidentiality.
- Assist with data subject requests.
- Report data breaches immediately.
- Delete or return data upon request after the service ends.

6.6 **Audits** The Customer may conduct audits via an independent expert. Costs are fully borne by the Customer, including Reworc's reasonable hourly costs at the current rate.

7 Intellectual Property

7.1 **Ownership and Materials:** All intellectual property rights to the Service (software) and Materials developed (reports, advice, etc.) remain fully with Reworc or its licensors.

7.2 **Usage License:** The Customer obtains only a non-exclusive, non-transferable right to use the Service and Materials for internal purposes during the term.

7.3 **Restrictions:** The Customer may not rent, sell, or make the Service available to third parties, use it for service-bureau constructions, or reproduce/disclose it outside their organization without permission.

8 Liability

8.1 **Limitation of Direct Damage:** Reworc's total liability is limited to direct damage up to a maximum amount equal to the fees (excl. VAT) paid by the Customer in the two (2) calendar months preceding the damaging event.

8.2 **Exclusion of Indirect Damage:** Liability for indirect damage (consequential loss, lost profit, loss of goodwill, etc.) is expressly excluded.

8.3 **Intent and Deliberate Recklessness:** Limitations do not apply if damage results from intent or deliberate recklessness by Reworc's management.

8.4 **Lapse of Claims:** Any claim for damages lapses three (3) months after the Customer became aware, or should have been aware, of the event.

8.5 **Third-Party Effect:** The limitations and exclusions of liability set forth in this article also apply to all (legal) persons used by Reworc in the execution of the Agreement.

9 Force Majeure

9.1 Reworc is not obliged to fulfill any obligation if hindered by force majeure as referred to in Article 6:75 of the Dutch Civil Code (BW)

10 Amendment of Terms

10.1 Reworc may unilaterally amend these terms. Changes take effect 30 days after notification unless the Customer objects in writing ; in that case, the old version remains in force until the end of the current period.

11 Termination and Suspension

11.1 **Suspension and Dissolution:** Reworc may terminate or suspend the agreement immediately if the Customer materially defaults (e.g., non-payment) and remains negligent after notice, or in case of bankruptcy/suspension of payments.

11.2 **Termination of Usage Right:** Upon termination, use rights expire immediately.

12 Transfer

12.1 The Customer may not transfer rights/obligations without consent. Reworc may transfer to a group company or third party with notice.

13 Applicable Law and Forum

13.1 Dutch law applies. Disputes are exclusively submitted to the competent court in Rotterdam. Parties will first attempt to resolve through mutual consultation.

14 Prohibited Acts

14.1 Customer shall not (a) resell/sub-lease the service, (b) reverse-engineer or attempt to find source code, (c) bypass security, (d) use as a service-bureau, or (e) use automated scripts that place unreasonable load.

15 Warranties and Indemnification

15.1 **Basis of Delivery:** The service is delivered "as is" and "as available". Reworc does not guarantee error-free operation but will strive to fix reported errors.

15.2 **Rights Indemnification:** Reworc indemnifies the Customer against direct third-party claims stating that the regular, unaltered use of the service in the Netherlands infringes upon their intellectual property rights, provided that: (i) the Customer immediately notifies Reworc in writing of the claim, (ii) Reworc retains full control over the defense and any potential settlement, and (iii) the Customer provides all necessary cooperation. If an infringement is irrevocably established, Reworc may, at its own discretion: (a) acquire the right to continued use for the Customer, (b) modify the service so that the infringement is resolved, or (c) terminate the agreement with a pro-rata refund of the prepaid fee for the remaining subscription period. This indemnification does not apply if the claim is related to use in combination with software, data, or processes not provided by Reworc, or to modifications made by the Customer themselves.

16 Geheimhouding

16.1 **Confidentiality Obligation:** Parties shall treat all non-public business, technical, and commercial information exchanged under the agreement as confidential and shall use it exclusively for the execution of the agreement.

16.2 **Exceptions:** The obligation mentioned in Article 16.1 does not apply to information that: (a) was already publicly available without violation of this provision; (b) is lawfully obtained from a third party without a confidentiality obligation; or (c) must be disclosed pursuant to law or a binding judgment, provided that the receiving party informs the other party thereof in writing in advance, to the extent legally permitted.

16.3 **Duration of Confidentiality:** The confidentiality obligations remain in force for five (5) years after the termination of the agreement.

17 Final Provisions

17.1 **Nullity and Conversion:** If any provision of these General Terms and Conditions proves to be void or voidable, this does not affect the validity of the remaining provisions. Parties shall agree on a new provision that approaches the purpose and intent of the void provision as closely as possible.

17.2 **Waiver of Rights:** The failure to exercise or a delay in exercising any right or remedy under the agreement does not constitute a waiver of that right.
