

# GoPro Consulting Time and Material Services Terms

These Time and Material Services Terms ("TMT") apply between You and GoPro Consulting Ltd (Hugvit hf) (reg.no. 661196-2119) ("GoPro Consulting" or "We", "Our", "Us"). If You are agreeing to this Agreement not as an individual but on behalf of Your company, then "Customer" or "You" means Your company, and that You are binding Your company to this Agreement and You represent and warrant that You have all necessary authority to do so.

These TMT's form a part of [Our Customer Agreement](#) ("Agreement"). All terms used herein shall have the meanings ascribed to them in the Agreement, unless specifically defined in herein.

These TMT's set forth the terms under which We will provide You with certain work, which does not entail the creation of Custom solutions and is not provided by Us under Our Maintenance and Support Terms of Service. The work shall be described in more detail in a Project Initiation Document referencing these TMT's ("PID" and the work and tasks described therein, "Work"). E-mail requests for minor or simple Work shall constitute a PID. If We chose to do so, We may confirm such e-mail request, or elaborate on its content, by e-mail to You and if You do not object to Our description of the type and scope of Work within 24 hours, that description will form a part of the PID. These TMT's are also subject to Our Documentation as applicable, as well as any specific provisions of the PID.

The Work provided under these TMT's are separate from the Products and Services provided only under the Agreement. We reserve the right to reject requests for Work in Our own discretion and without providing reasoning or justification.

**These TMT's do not have to be signed in order to be binding. You indicate your assent to be bound by these terms by submitting a request for Work via e-mail, and/or by signing a PID. Every time You pay an invoice for the Work, you actively re-confirm your continued commitment under these terms. You may also be required to click "I agree" (or a similar prompt or button) when executing a PID. By doing so You are confirming Your agreement to be bound by these terms.**

## 1. WORK AND OUTCOME.

The desired outcome of the Work shall be defined in sufficient detail in the PID (the "Outcome"). During the time frame defined in the PID ("Term") We agree to use diligent efforts to conduct the Work and provide the Outcome by the delivery dates specified in the PID, if any. When Our Work involves migration and/or data conversion, the Outcome that We deliver to You is only the changed format of documents and data. The Outcome never involves any scrutiny, review, analysis, audit, or inspection of Your Data that after it has been subject to the migration and/or conversion.

## 2. CUSTOMER MATERIALS AND ASSISTANCE.

You agree to provide Us with reasonable access to Your materials, personnel, equipment, facilities, hardware, software (including without limitation Your instances of Our Products), data and documentation, to the extent such access is necessary or desirable for the performance of the Work (the "**Customer Materials**"). To the extent that You do not timely provide the foregoing access, We shall be excused from performance until such items are provided. You hereby grant Us a limited right to use any of the Customer Materials provided to Us in connection with the Work, solely for the purpose of performing the Work for You. You own and will retain ownership (including all intellectual property rights) in and to the Customer Materials (subject to Our ownership of any underlying Products, and Our Documentation. Depending on the circumstances, the use of any Customer Materials that constitute personal data (within the meaning of the General Data Protection Regulation) will be governed by either Our [Data Protection Policy](#) or Our [Processing Agreement](#).

### 3. **TOOLS AND SOFTWARE USED IN THE WORK**

In carrying out the Work, we may use specially written software or tools that We have created to make such work more efficient or increase its quality ("**Tools**"). In many instances, the use of Tools is subject to a flat fee. If You agree to Our use of Tools, You also agree to pay the applicable, current rates for such use, unless another rate is agreed on in a PID. We never deliver or grant access to our Tools. Should You gain access to any Tools, You agree to immediately return all such Tools, delete them and the provisions of Article 10 of the Agreement apply (with the Term Solution replace by Tools).

### 4. **OWNERSHIP OF INTELLECTUAL PROPERTY; FEEDBACK.**

We own and will retain ownership, including all intellectual property rights (including but not limited to Copyright, design rights, trade-mark rights, proprietary rights, professional- and industrial secrets, expert know-how connected to the Outcome now or at a later time) in and to the Outcome and any modifications, improvements and derivative works thereof (including any such materials to the extent incorporating any Feedback, ideas, process descriptions or other information). If You provide any feedback, comments, suggestions, ideas, description of processes, or other information to Us about or in connection with the Work or Outcome, including without limitation any ideas, concepts, know-how or techniques contained therein ("**Feedback**"), then You grant Us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, integrate, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to You or any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed Customer's Confidential Information, and nothing in this Agreement, including without limitation Section 9 (Confidential Information), limits Our right to independently use, develop, evaluate, or market Products, whether incorporating Feedback or otherwise. Under these TMT's, we do not grant any license or right to use, and transfer no title, in whole or in part, to any Intellectual Property (including any Tools) or any software (including but not limited to code, design, presentation and/or look-and-feel). No licences or access to software is granted except under [Our Customer Agreement](#) or [Service and Customisation Terms](#).

## 5. PAYMENT, DELIVERY AND OBLIGATIONS OF THE PARTIES

### 5.1. Payment.

You will pay Us the amounts and at dates in accordance with agreed payment terms in the PID, or (if not specified in a PID) on demand at regular intervals. If the PID does not provide otherwise, all Work will be conducted on a time and material basis and charged according to our currently applicable rates.

If the PID contains a fee quote or fee estimate, We agree to prepare such quote or estimate with reasonable accuracy. You agree that the quote or estimate is not binding or final and that We are entitled to charge for additional cost. We will use reasonable measures to notify You if We foresee that actual cost will exceed a quote or estimate.

If a PID contains a fixed price, We will use our best reasonable efforts to finalize the Work for the fixed price. Should the conditions, assumptions, information relied on by us, or other basis used in preparing the fixed price, prove to be false, incorrect or materially change, We will notify You. In such instances, We are not bound by the fixed price.

You agree to reimburse Us for reasonable travel cost. In the event that there is significant travel cost, You agree to reimburse Us for pre-approved travel and per diem incurred in the course of performing the Work at any location other than Our site.

We will invoice You for expenses incurred. All payments are non-refundable and all payment obligations non-cancellable unless otherwise specified on a PID.

You acknowledge and agree that no software is error free, nor free from defects. If the Work involves producing or coding software (or involves to use of Tools), You agree that as long as we conduct Our Work in accordance with industry standards and applicable protocols, the presence of errors and defects within industry accepted parameters, does not affect Our right to payment for Our Work.

Payments shall be made within twenty-one (21) days from the date of Our invoice. You will be responsible for all taxes, withholdings, duties, and levies in connection with the Work (excluding taxes based on Our net income).

Upon termination all payments for Work conducted shall be accelerated and become immediately due and payable. Any late payments will be subject to a late interest charge at the maximum rate permitted.

### 5.2. Delivery and passing of risk.

You undertake that it is Your obligation to thoroughly inspect and scrutinize any Outcome, immediately upon delivery by Us, before granting any access to the Outcome to any third party and before submitting the Outcome to any use. By executing these TMT's You accept full and sole responsibility for the Outcome being compliant with all statutory regulations and laws and all rules and protocols. Upon delivery of any Outcome or part thereof, the risk for all

Outcomes passes to You. An Outcome shall be considered satisfactorily delivered and approved immediately when You submit the Outcome to use, grant any access to the Outcome to any or deliver the Outcome or parts of it to a third party. If You have not made formal and reasoned objections to Us within one week from delivery, the Outcome shall be deemed satisfactorily delivered and approved.

We cannot and do not review Your Data neither before nor after it has been migrated and/or data converted, their contents or the relationship between them and other parts of Your Data. You agree that it is Your sole responsibility to do so, including verifying the contents of the changed formats we provide to You.

If delivery is delayed for reasons under Your control, the delivery date shall be changed to take account of such delay and we reserve the right to charge any additional cost that results from such delay.

**5.3. Your obligations. You commit Yourself to:**

- (a) provide Us with all necessary information on Your needs and requirements for the requested Work,
- (b) to provide Us with the necessary access to Your premises and computer systems if required,
- (c) ensure that all software that You provide is owned by You or You have all the necessary Licenses to use the software. You further warrant to hold Us harmless of any third-party claims that may arise due to such software,
- (d) to provide sufficient and acceptable facilities at Your premises to test Outcomes (of applicable),
- (e) to provide the necessary assistance and know-how in conducting the Work,
- (f) (if applicable) to provide satisfactory data or documentation to test the Outcome,
- (g) perform such other tasks as may be defined as Your responsibility in the PID,
- (h) review that all Your Data is in the delivered Outcome and its contents are correct and accurate and in the correct relationship to other parts of Your Data.

**5.4. Our obligations. We commit Ourselves to:**

- (a) carry out the Work diligently and at a normal pace and with sufficient accuracy,
- (b) use qualified and experienced staff to carry out the Work,
- (c) use appropriate means to make sure that Our staff follows the protocols in force at Your premises,

(d) produce supporting documents as required and agreed between You and Us.

## 6. RESPONSIBILITY FOR YOUR DATA

**“Your Data” means any data, content, code, video, images or other materials or information of any type and in any form that You provide to Us during or in relation to the Work, and all such data, content, code, video, images or other materials or information of any type and in any form that is returned to You after the Work or in an Outcome. The provisions of Article 7.7. and 7.8. of the Agreement apply to Your Data. Your obligation to Indemnify Us applies to all loss, cost, liability, or damage relating in any way to Your Data as returned to You after conversion or data migration.**

## 7. TERM AND TERMINATION.

These TMT’s take effect on the Effective Date and, unless earlier terminated in accordance with this Section 5, remain in effect until expiration or termination. The **"Effective Date"** is the effective date of the first PID referencing these TMT’s.

Either Party may terminate these TMT’s or any PID if the other Party: **a)** fails to cure any material breach of these TMT’s within thirty (30) days after written notice of such breach; **b)** ceases operation without a successor; or **c)** seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within sixty (60) days thereafter).

Sections 3 (Tools and software used in the Work), 4 (Ownership of Deliverables; Feedback), 5.1 (Payment) (but only with respect to Work conducted and cost incurred), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 11 (Confidential Information), and 12 (General Provisions) will survive any termination or expiration of these SCT’s.

Upon termination, You shall immediately pay any and all amounts for Work then concluded and reimburse cost already incurred by Us.

## 8. WARRANTY DISCLAIMER.

ALL WORK AND OUTCOMES ARE PROVIDED "AS IS" AND ALL TOOLS WE MAY USE IN CONDUCTING OUR WORK AND PREPARING OUTCOMES ARE USED IN THEIR CURRENT STATE "AS IS" AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ANY WARRANTY THAT THE CONTENTS OF YOUR DATA IS UNALTERED BY MIGRATION AND DATA CONVERSION. IN ADDITION, THE TERMS OF THE AGREEMENT SHALL APPLY TO WARRANTY DISCLAIMERS UNDER THESE TMT’S.

## 9. LIMITATION OF LIABILITY AND LIABILITY CAP.

THE TERMS OF THE [AGREEMENT](#) SHALL APPLY TO LIMITATION OF LIABILITY AND THE CAP ON LIABILITY AND DAMAGES UNDER THESE TMT'S.

IN ADDITION TO THOSE TERMS, IN NO EVENT WILL WE, OUR PARENT OR SUBSIDIARIES OR ANY OF OUR LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO YOU FOR:

- (A) DEFECTS THAT ARE CAUSED BY YOUR OR A THIRD-PARTY'S INSTALLATION OR ANY HARDWARE, OPERATING SYSTEMS, FILE SYSTEMS, DATABASES OR OTHER COMPUTER SYSTEMS OR SOFTWARE FROM THIRD PARTIES,
- (B) DEFECTS THAT ARE CAUSED BY OUTSIDE INTERRUPTIONS OR INSUFFICIENCIES IN THE DATA THAT THE SYSTEM USES DIRECTLY OR INDIRECTLY.
- (C) DAMAGES OR LOSS OF ANY KIND OR NATURE ARISING OUT OF OR CONNECTED IN ANY WAY TO YOUR DATA (ITS CONTENTS AND RELATIONSHIP BETWEEN IT AND OTHER PARTS OF YOUR DATA) AND WHETHER IT HAS BEEN ALTERED, DAMAGED, DELETED OR CORRUPTED IN ANY WAY DURING MIGRATION AND/OR DATA CONVERSION.

**10. CONTACT INFORMATION AND CONSENT TO PROCESS PERSONAL DATA.**

The provisions of Article 3 of the [Agreement](#) apply to these TMT's.

**11. CONFIDENTIAL INFORMATION.**

The Confidentiality provisions of the [Agreement](#) apply to these TMT's.

**12. GENERAL PROVISIONS.**

The Terms of Articles 17, 19, 20 and 21 apply to these TMT's.