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Work Order Terms

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Work Order Terms

These Work Order Terms are subject to change at Radial SG's discretion without notice at anytime, however, any Work Order which references these Work Order Terms and which has been executed by the parties prior to any change taking effect will not be impacted by any change or changes unless such change or changes is/are expressly incorporated under a change order executed by the parties.

Each Work Order is subject to the following Work Order Terms

1 Summary

- 1.1 "Radial SG" as used in the following shall mean Radial Software Group B.V.

2 Change Management

- 2.1 Revisions to the scope of a project or services described in this Work Order shall be handled through a change order. Radial SG will have no obligation to begin work on any change order that has not been approved and executed by both parties.

3 Performance

- 3.1 Consulting Services are performed on a time and materials basis. Any tasks identified in this Work Order are intended merely to describe the scope of work that may be provided by Radial SG. Radial SG will provide only those services as directed and requested by Licensee and only as time allows. Radial SG will use good faith efforts to complete the services described in this Work Order and does not guarantee that such services will be completed within the allotted hours or days set forth in this Work Order or otherwise approved by Licensee pursuant to a change order.

4 Requirements

- 4.1 Licensee shall (a) provide design documents as required to provide Radial SG with the insight needed to support the provision of services, (b) provide office space, phones, facilities and network connectivity and computer systems for onsite Radial SG personnel or on-site Radial SG training, (c) provide timely access to Licensee business experts and project team members to identify and resolve business or technical issues, and (d) obtain necessary software licenses for Radial SG's software products referenced in this Work Order and any third party licenses for development tools as needed to support the scope of work set forth in this Work Order.



5 Other Reimbursable Charges

- 5.1 The estimated total fees set forth in this Work Order are for labor costs only and does not include expenses or other project related costs (such as hardware & software, which may be acquired by Radial SG to support the project implementation, with Licensee's prior written approval) which will be invoiced to Licensee separately. Radial SG staff will be entitled to home (or equivalent) visits every weekend.
- 5.2 Subject to any employment laws applicable to the location in which the Consulting Services are performed which may limit the number of hours in a work day or work week, unless otherwise set forth and agreed to in this Work Order, when T&M daily rates are charged, a work day will consist of eight (8) hours for each day provided during regular business hours (8am – 5pm local time, Monday through Friday) where a day is not a Holiday. Each hour over eight (8) hours in a single day will be charged on a pro-rata basis (the daily rate divided by eight (8) hours to determine the charge per hour). Training services are charged the full daily rate regardless of the number of hours worked.
- 5.3 A "Holiday" means a federal, local or bank holiday, which is observed by Radial SG or Licensee.

6 Prepaid Professional Services

- 6.1 All prepaid professional services (excluding training) must be utilized within six (6) months. Any prepaid services remaining at the end of this six (6) month period shall be forfeit and no refund shall be given.

7 Limitation of liability

- 7.1 In no event will Radial SG hereto be liable for any lost data, lost revenue, lost profits, damage to reputation, business interruption, or any indirect, incidental, consequential, special, punitive, exemplary or any similar type of damages arising out of or in any way related to this agreement and the services as mentioned above.
- 7.2 Notwithstanding the other provisions of this article, in no event shall Radial SG's total liability for all claims arising out of or as a result of this agreement and the services as mentioned above exceed the amount of EUR. 100.000,-