

GoPro Consulting Time and Material Services Terms

These Time and Material Services Terms ("**TMT**") apply between You and one or more companies of the GoPro Group. The GoPro Group is comprised of GoPro Ltd. (reg.no. 501000-2130) and its Affiliates (a current list of the GoPro group entities is available on our website). Your counterparty is the member of the GoPro Group that renders services to You, hereinafter referred to as "**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 ("**PID**") (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, You have approved it and 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 is separate from Our Products and Services, which are only provided under the Agreement and Our Professional Services, which are only provided under Our SCTs. We reserve the right to reject requests for Work at 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 approving 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). By doing so You are confirming Your agreement to be bound by these terms.

1. WORK AND OUTCOME.

The Work We carry out shall be defined in more detail in the PID. Unless specifically and expressly agreed to by Us, our Work only entails Us using resources (such as the time of Our personell) for Your benefit. We do not provide any specific deliverables, promise any defined outcome or warrant the Work in any way.

If We expressly agree and a desired outcome of the Work is defined in sufficient detail in the PID, the Work will be considered to have an Outcome (the "**Outcome**"). We reserve all right to reject working on an Outcome under these TMT's and to only do so under Our SCT's. Unless

expressly agreed by Us in a PID, We do not undertake to provide any Outcome in a fixed (or estimated) time frame, for a fixed (or estimated) number of hours or for a fixed (or estimated) price. If We agree to a time frame in a 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.

Additional provisions in Schedule 1 to these TMT's apply to projects that involve data migration, data conversion, and preparation of document and/or data packages for archiving and similar purposes.

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. If the lack of access leads to wasted resources for us, for example dedicated personnel not being able to carry out other work, You agree to pay us for those resources according to Our applicable, current rates. 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 (both of which may include 3rd party software) to make such work more efficient or increase its quality ("**Tools**"). In many instances, Our 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 and they are only created to be used by Our specialists. Our Tools are not developed, tested, supported or certified for general use and We do not allow or warrant any such use. Should You gain access to any Tools, such access is always accidental and does not transfer any ownership right of any sort to You and does not entail any license nor permission to You, whether express or implied. 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 further apply to restrictions regarding the Tools (with the Term Solution in Article 10 of the Agreement replaced by the term Tools for the purposes of Article 3 of these TMT's).

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

We own, and always retain ownership to, 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 Work or an Outcome now or at a later time) in and to any Outcome and any modifications, improvements and derivative works thereof (including any such materials 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 an Outcome, including without limitation any ideas, concepts, know-how or techniques contained therein ("**Feedback**"), 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 11 of the Agreement (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 to, in whole or in part, 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 ever 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 the use of Tools (if any) at a flat rate, and charged monthly 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 and/or Work. We will use reasonable measures to notify You if We foresee that actual cost and/or Work 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, misleading, 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 We incur in carrying out the Work. 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 the use of Tools), it is developed on an as-is basis, and 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, and all Our expenses and costs, 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.

Unless specifically and expressly agreed to by Us, We do not provide any specific deliverables, promise any defined outcome, or warrant the Work. You agree that Our Work is delivered in and of itself as soon as it is conducted and we accept no risk and make no warranty for the Work.

If and only if We have expressly agreed to a specific Outcome to Our Work, 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 an 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: a) submit the Outcome to use, b) grant any access to the Outcome, or c) deliver the Outcome or parts of it to a third party, and d) if You have not made formal and reasoned objections to Us within one week from delivery.

Additional provisions in Schedule 1 to these TMT's apply to projects that involve data migration, data conversion, and preparation of document- and/or data packages for archiving and similar purposes.

If and only if We have expressly agreed to a specific Term, You agree that If delivery is delayed for reasons under Your control or other reasons beyond Our 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 (if 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) Additional provisions in Schedule 1 to these TMT's apply to projects that involve data migration, data conversion, and preparation of document and/or data packages for archiving and similar purposes.

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 the same as 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. Additional provisions in Schedule 1 to these TMT's apply to projects that involve data migration, data conversion, and preparation of document and/or data packages for archiving and similar purposes.

7. TERM AND TERMINATION.

These TMT's take effect on the Effective Date and, unless earlier terminated in accordance with this Section 7, 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).

Survival of terms: 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; as well as the terms listed as surviving the termination of the Agreement in Section 14 of the Agreement.

Upon termination, You shall immediately pay any and all amounts for Work then conducted, fees for the use of Tools up to termination, and reimburse cost and expenses 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. WE DO NOT WARRANT THAT ANY WORK OR OUTCOME WILL MEET ANY SPECIFIC NEEDS OR BE FREE FROM ERRORS. IN ADDITION, THE TERMS OF THE AGREEMENT SHALL APPLY TO WARRANTY DISCLAIMERS UNDER THESE TMT'S. THESE EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THESE TMT'S, WE HAVE BEEN INDUCED US TO AGREE TO TAKE ON THE WORK BY THE APPLICABILITY OF THESE EXCLUSIONS AND DISCLAIMERS AND THEY FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE WORK. Additional provisions in Schedule 1 to these TMT's apply to projects that involve data migration, data conversion, and preparation of document and/or data packages for archiving and similar purposes.

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, SUBSIDIARIES OR AFFILIATES, OR ANY LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO YOU FOR DEFECTS:

- (A) 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) THAT ARE CAUSED BY OUTSIDE INTERRUPTIONS OR INSUFFICIENCIES IN THE DATA THAT THE SYSTEM USES DIRECTLY OR INDIRECTLY.

Additional provisions in Schedule 1 to these TMT's apply to projects that involve data migration, data conversion, and preparation of document and/or data packages for archiving and similar purposes.

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.

Schedule 1

If the Work or Outcome that You ask Us to undertake in a PID involve any data migration, data conversion, preparation of document and/or data packages for archiving and similar purposes (“Migration and Conversion”), the following provisions also apply.

1. Additions to Article 1. Work and Outcome
When Our Work involves Migration and Conversion, Our Work (or if applicable the Outcome that We deliver to You) only involves changing the format of documents and data. Our Work (or Outcome if applicable) never involves any scrutiny, review, analysis, audit, or inspection of Your Data, neither before nor after it has been subject to the Migration and Conversion (including by way of example but without limitation, data, documents, electronic communication, databases, and any other electronic files), even if a PID contains provisions that state otherwise.
2. Additions to Article 5.2. Delivery and passing of risk.
Migration and Conversion is a largely automated process, using various Tools for changing various data and document types to another format. These documents and data can be stored in countless versions and releases of various software, some of which is no longer supported. During Migration and Conversion, by way of example, documents or data can be missing, the contents of documents and data can be altered, sections can be deleted and relationships between documents can change. We cannot and do not review Your Data that has been Migrated or Converted, nor whether their contents or the relationship between them and other parts of Your Data has been altered, nor whether Your Data and its contents are correct, complete, sufficient, and accurate, neither before nor after the Conversion and/or Migration. You therefore expressly agree that it is Your sole responsibility to diligently verify the contents of Your data and the changed formats of Your data after the Conversion and/or Migration.
3. Additions to Article 5.3. Your obligations.
In addition to the obligations contained in Article 5.2. and the PID, it is Your obligation to carefully and diligently scrutinize that all Your Data is in the delivered Outcome, and the contents of all changed documents and data that have been Migrated and/or Converted and to verify that they are not damaged or corrupted and that all content and all relationships between documents, data and content is correct, complete, sufficient, and accurate.
4. Additions to Article 5.4. Our obligations.
For the avoidance of doubt, We have no obligation to review, scrutinize, analyze, audit, or inspected any of the Your data, documents or contents, neither before nor after they have been Converted and/or Migrated.
5. Additions to Article 6. Responsibility for Your data.
You must ensure that Your Data is at all times compliant with all applicable local and international laws and regulations and its contents are correct. For the avoidance of doubt, Your obligation to indemnify Us, according to Article 7.7.4. of the **Agreement**, applies to all loss, cost, liability, or damage, including attorneys’ fees, for which We become liable arising from or relating in any way to any claim relating to Your Data, whether before or after Conversion and/or Migration.
6. Additions to Article 8. Warranty disclaimer.

WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES THAT THE CONTENTS OF YOUR DATA IS UNALTERED BY THE MIGRATION AND CONVERSION, THAT THE CONTENTS OF YOUR DATA OR THE RELATIONSHIP BETWEEN THEM AND OTHER PARTS OF YOUR DATA, ARE CORRECT, COMPLETE, SUFFICIENT, AND ACCURATE.

7. Additions to Article 9. Limitation of liability and liability cap.

IN NO EVENT WILL WE, OUR AFFILIATES, OR ANY OF OUR LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO YOU FOR ANY LOSS, COST, LIABILITY, OR DAMAGE OF ANY KIND WHATSOEVER, ARISING OUT OF OR CONNECTED IN ANY WAY TO YOUR DATA (INCLUDING BUT NOT LIMITED TO 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 CONVERSION), WHETHER OR NOT SUCH IS CONNECTED TO OUR WORK, OUR DELIVERABLES OR OUR TOOLS. OUR LIABILITY TO YOU FOR DAMAGES FOR ANY CAUSE WHATSOEVER RELATING TO THE MIGRATION AND/OR CONVERSION OF YOUR DATA, IS LIMITED TO EUR 10.000.