

## General Terms and Conditions of weSystems Nordics ApS

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### 1. PROVISION OF SERVICE(S)

weSystems will provide Client, as each is identified on the (conceptually summarized in the following as) Service Order, with the use of the weSystems services as are described in the Service Order (collectively, the "Service"), which Service Order has been issued and agreed upon pursuant to these standard terms and conditions ("Standard Terms"). weSystems and Client may be referred to in these Standard Terms individually as a "Party" and/or collectively as the "Parties". Prior to the Start of Service Date (defined below), weSystems reserves the right to reject this Service Order in its commercially reasonable discretion. weSystems' provision of the Services is subject to the continuing availability of capacity and facilities and any end- of-life discontinuance.

### 2. SERVICE TERM AND COMMITMENTS

Subject to Section 8 below, the Service shall be provided for the term specified in the Service Order ("Initial Service Term"). Unless one of the Parties provides written notice of termination to the other Party on or before ninety (90) days prior to the expiration of the Service Term of this Service Order, the term of this Service Order shall automatically continue in full force thereafter on an annual basis (each an "Renewal Service Term"), until a Party provides written notice of termination of this Service Order in accordance with this Section or Section 8 below. The "Service Term" shall be defined as the Initial Service Term and Renewal Service Term, collectively.

### 3. SERVICE ACTIVATION

- 3.1. **Start of Service Date.** After weSystems has determined that a delivered Service conforms to the relevant Service specifications, weSystems will notify Client (in writing or electronically) that the Service is activated and is available for use ("Start of Service Letter"). weSystems may incrementally deliver individual Services or locations specified in this Service Order, when ready, which may result in different Start of Service Dates for each incrementally delivered Service or location. Client shall have two (2) business days to notify weSystems that it is rejecting the Service as a result of its failure to meet the applicable Service specifications. The "Start of Service Date" shall be the earlier of (i) the date that Client begins using the Service for any purpose other than testing or (ii) the date of the Start of Service Letter. The Client's failure to test or delay in testing the Service or failure to utilize or delay in utilizing the Service on or after the Start of Service Letter date shall not prevent weSystems from billing the Client for the Service.
- 3.2. **Client Readiness.** If the Start of Service Date is delayed as a result of (i) Client's failure to meet its responsibilities under these Standard Terms, applicable Service Schedule, the Comment section of this Service Order or other relevant contract

document, (ii) Client's failure to have ready the necessary interconnection facilities and equipment for weSystems to deliver a Service or for Client to test and turnup a delivered Service, (iii) any other action or inaction of Client which prevents weSystems from installing or delivering Service, weSystems may, in its sole discretion deem the Start of Service Date to occur the date that weSystems is ready to complete delivery of the related Service.

#### **4. BILLING, TAXES, CHARGES**

- 4.1. weSystems charges Client for each Service commencing on the Start of Service Date. weSystems may invoice Client for a non-recurring rate ("NRR") charge for Services prior to the Start of Service Date. weSystems shall invoice Client via electronic delivery, and Client shall pay in advance on a monthly basis for all Services, the charges at the monthly recurring rate ("MRRs") set forth in this Service Order, any unpaid NRR charge, and all applicable excise, sales, use, VAT or other taxes, fees, surcharges, and/or recovery charges, however designated, imposed upon or authorized as a result of weSystems' sale of the Services (collectively, "Taxes"). Usage based charges or professional fee charges will be invoiced in the billing period after such Services have been provided. Except as provided in subsection 4.B, all payments made by Client under these Standard Terms shall be made without any deduction or withholding for or on account of any Taxes. weSystems may adjust charges for a Renewal Service Term, upon thirty (30) days written notice to Client.
- 4.2. If any taxing or governmental authority asserts that Client should or should have made a deduction for withholding for or on account of any Taxes with respect to all or a portion of any payment made hereunder, Client agrees to increase the gross amount payable by Client to weSystems by the amount of such withholding and indemnify weSystems for Taxes and to hold weSystems harmless on an after-tax basis from and against any such Taxes, interest or penalties levied or asserted against weSystems in connection therewith. If Client provides weSystems with a valid direct payment permit, sale for resale exemption certificate, sales tax exemption certificate or other applicable exemption certificate acceptable to weSystems, then following weSystems' receipt of such exemption certificate and proof on an annual or other basis of continued exemption from time to time, weSystems will not invoice the Taxes covered by the exemption certificate(s), if such exemption certificate is applicable to the Services provided. A tax exemption certificate or resale certificate is not applicable to certain surcharges.

#### **5. PAYMENT**

All invoices are due upon receipt, payable by company check or electronic transfer in available funds. If any undisputed amount due on any invoice is not received by weSystems within ten (10) days of the invoice date ("Payment Date"), then, in addition to any other remedies available to weSystems (including, but not limited to, those set forth in Section 8), weSystems may in its sole discretion: (i) charge interest, at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable under law, commencing as of the Payment Date through the date of weSystems' receipt of payment; and/or (ii) require performance assurance in the form of an advance payment ("Performance Assurance"). Except for bona fide disputes submitted in accordance with Section 7 of these Standard Terms, payments due are not subject to reduction, set-off, or adjustment of any nature by Client. If weSystems initiates legal action to pursue collection of any undisputed amount due under these Standard Terms

or this Service Order, Client shall be responsible for and agrees to pay for any and all reasonable attorneys' fees and expenses incurred by weSystems.

## 6. CREDIT

weSystems reserves the right to conduct a review of Client's credit rating, credit history, and payment history at any time. weSystems may, as a condition of providing new Services or continuing to provide Service, require Client to tender a Performance Assurance payment, if weSystems reasonably determines that Client poses a material credit risk or Client has been late in paying invoices. Any Services required by Client in excess of any such Performance Assurance payment will require Client to pre-pay or deposit an amount equal to or greater than the amount by which Client will exceed the Performance Assurance payment in order to continue using the Services.

## 7. DISPUTES

If Client reasonably and in good faith disputes any portion of weSystems' invoice, Client shall, within thirty (30) days of the invoice date, submit written notice to weSystems of such dispute, identifying in specific detail the reason for the dispute and the amount being disputed. If Client does not deliver such written notice within thirty (30) days of the invoice date, the invoice and all charges thereon will be deemed correct and Client shall have waived its rights to dispute the invoice. Client's dispute as to any portion of the invoice shall not excuse Client's obligation to pay the undisputed portion of the invoice by the Payment Date. The Parties shall negotiate in good faith to resolve any disputes within fifteen (15) days following weSystems' receipt of Client's timely written notice. Any amounts that weSystems determines to be in error shall be adjusted on Client's next invoice. Any disputed amounts that weSystems determines to be correct as billed shall be due and payable by Client, upon notification and demand by weSystems, along with any charges that weSystems may impose pursuant to Section 5 above.

## 8. TERMINATION AND SUSPENSION

- 8.1. **By weSystems.** weSystems may terminate these Standard Terms or cancel or terminate this Service Order, in whole or in part, or suspend Services without any liability at any time upon: (1) any failure of Client to timely pay any and all undisputed amounts due hereunder if Client fails to cure such non-payment within ten (10) calendar days after receiving written notice of such non-payment from weSystems; (2) any material breach by Client of any provision of these Standard Terms, the Comments section of this Service Order, or any other applicable contract document if Client fails to cure such breach within thirty (30) calendar days after receiving such written notice of such breach from weSystems; (3) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Client; or (4) any governmental prohibition or required alteration of the Service provided hereunder necessitating such termination. If Service is suspended by weSystems because of any non-payment or other breach of these Standard Terms by Client, no Service Outage (defined below) shall be deemed to have occurred during the suspension.
- 8.2. **By Client.** Client may cancel or terminate the affected Service(s) for Cause that are materially breached, without any liability at any time upon: (1) any material breach by weSystems of any provision of these Standard Terms, the Comments section

of this Service Order, or any other applicable contract document which breach is not cured within thirty (30) days after receiving written notice thereof from Client; (2) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to weSystems; or (3) any governmental prohibition or required alteration of the Service provided hereunder necessitating such termination. If Client terminates for any other reason, it must provide 30 days written notice to the registered office of the Company, subject to paying early termination charges in subsection 8.3 (below).

- 8.3. If (1) Client cancels or terminates this Service Order under these Standard Terms or any Service prior to the end of the Service Term without Cause (as defined above in subsection 8.B) or for convenience; or (2) weSystems terminates these Standard Terms and/or this Service Order(s)/Service(s) prior to the end of the Service Term pursuant to subsection 8.A(1), (2) or (3), then in addition to any other rights or remedies available to weSystems hereunder, at law, or in equity, Client shall pay weSystems an early termination charge (as liquidated damages and not as a penalty) equal to:
- a. all unpaid, waived, discounted and/or amortized NRR charges, if specified in this Service Order(s); plus
  - b. all MRR charges specified in the terminated Service Order(s) for the all remaining months of the unexpired balance of the Service Term(s); plus
  - c. to the extent greater than the amount in (2) above, the aggregate fees, charges, expenses, and taxes payable by weSystems (including, but not limited to, liquidated damages, and disconnection, early cancellation or termination charges payable to third parties) in connection with the cancelled or terminated Service(s).
- 8.4. Upon expiration or termination, neither Party shall owe the other any further duties, obligations, or consideration; provided, however, that expiration or termination of these Standard Terms shall not affect the rights or obligations of either Party that have arisen before the date of expiration or termination, nor shall Client or weSystems be relieved of any liabilities arising prior to such termination. weSystems will process any request for disconnection or early termination by Client within thirty (30) days or less, subject to Client's payment of early termination liability. Client must pay for Services until such disconnection actually occurs if any delay in disconnection is due to the actions of a third-party provider.

## **9. SERVICE PERFORMANCE AND MAINTENANCE**

- 9.1. Services will be activated, provided and provisioned in accordance with the delivery, availability, reporting, response time, restoration and maintenance objectives of the applicable Service Schedule(s). In the event of a failure to perform in accordance with objectives of the applicable Service Schedule(s) or interruption in the Service ("Service Outage"), Client shall be entitled to a credit and/or cancellation right pursuant to the applicable service level agreements and Service Schedule(s). Credit and cancellation allowances shall be measured only after weSystems' receipt of written notice of a Service Outage from Client and will be provided only if Client provides written notice with respect to obtaining such credit and/or cancellation right within thirty (30) days of the Service Outage occurring. Under no circumstance shall a Service Outage be deemed a breach under these Standard Terms, any Service Schedule or this Service Order.
- 9.2. Service availability, and Service Outages, are subject to the following exclusions: a Service Outage will be deemed to have occurred only if the Service becomes

unusable to Client as a result of the inability of weSystems' facilities, equipment or personnel to provide the Service, and only when the Service Outage is not the result of: (1) fault or negligence of Client or its contractors, agents, representatives, or users; (2) the failure of interconnecting facilities or other equipment not part of weSystems' Service or facilities or not within weSystems' reasonable control; (3) any planned interruption, emergency maintenance or routine maintenance; or (4) other circumstances beyond the reasonable control of weSystems. weSystems shall use commercially reasonable efforts to perform routine maintenance at mutually agreeable times.

## **10. FORCE MAJEURE**

Neither Party will be in default or otherwise liable for any Service Outage, delay, or failure of its performance under these Standard Terms or this Service Order to the extent such Service Outage, delay, or failure to perform arises by reason of any cause or circumstance beyond the reasonable control of the affected Party, including but not limited to, reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, act of civil or military authority, action or inaction of a supplier or other third party (including but not limited to failure of an underlying third-party provider to timely process an application), fiber or cable cut, subsea fiber damage, inability to secure materials, labor or transportation, epidemic or catastrophe (each constituting a "Force Majeure").

## **11. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES; INDEMNITY**

- 11.1. Except as expressly set forth in these Standard Terms, Service Schedule, this Service Order and to the extent permissible under applicable law, weSystems does not make, and expressly disclaims and excludes to the fullest extent, any warranties, conditions, representations or other agreements, express or implied (either in fact or by operation of law, statutory or otherwise), to Client or any third party with respect to the Service or equipment, including, without limitation, any conditions or warranties of merchantability, satisfactory quality or fitness for a particular purpose or otherwise. weSystems shall provide and maintain the Service to Client as specified herein.
- 11.2. In no event shall weSystems' third-party suppliers be liable to Client or any other Party for any loss or damage arising out of the provision of Services or equipment hereunder. In no event shall a Party be liable to the other Party under any circumstances, howsoever arising out of, or in connection with, these Standard Terms for: (i) any loss of actual or anticipated profit, (ii) loss of income or revenue, (iii) loss of goodwill, opportunity, business or contract, (iv) loss, destruction or corruption of data or technology, (v) business interruption, downtime costs, or any wasted expenditure or time, (vi) loss of anticipated savings, (vii) loss of use of any property, (viii) cost of substitute performance, equipment or services, in each of the foregoing cases, whether such loss or cost is direct, indirect or consequential; or any indirect, special, incidental, exemplary, punitive or consequential losses or damages. The exclusions in this Section shall apply whether or not the costs, losses or damages were caused by the acts or omissions of a Party's employees or agents, and regardless of whether it has been informed of, or could have foreseen, the possibility or likelihood of such losses. Client's sole remedy for the failure or non-performance of the Service or equipment to meet the performance and Service levels of the applicable Service Schedule shall be to receive a credit or cancel the affected Service as set forth in applicable Service Schedule. A Party's entire liability to the other Party for any claim, loss, cost, expense, or damages

under these Standard Terms or this Service Order shall in no event exceed the sum actually paid by Client to weSystems for the affected Service during the twelve (12) month period preceding the date such claim first arose. The foregoing exclusions and limitations apply to all causes of action and claims of any kind arising out of or related to these Standard Terms or this Service Order including, without limitation, breach of contract, breach of warranty or condition, under an indemnity or otherwise (unless expressly provided), strict liability, breach of statutory duty, negligence, misrepresentation, or any other tort. Client acknowledges and accepts the reasonableness of the foregoing disclaimers and limitations of liability. For purposes of this Section 11, all references to a Party shall include its affiliates, agents, suppliers, officers, directors, shareholders, and employees.

- 11.3. Each Party shall protect, defend and indemnify, and hold harmless the other Party, its officers, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses, judgements and causes of action arising from or in connection with damage to property caused by the gross negligence or willful misconduct of the indemnifying Party, or its employees, affiliates, representatives, agents or contractors in the performance of the indemnifying Party's obligation hereunder, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the indemnified Party.
- 11.4. Nothing in these Standard Terms shall exclude or limit a Party's liability: (i) for willful misconduct; (ii) for death or personal injury caused by a Party's gross negligence; (iii) to pay charges (including any Shortfall, cancellation charges or other early termination charges) which have already become due; or (iv) in respect of any other liability which cannot be excluded or limited by applicable law. The Parties shall use best endeavors to mitigate any losses that may arise from this Service Order.

## **12. CLIENT'S RESPONSIBILITIES AND RESALE OF THE SERVICES**

Client acknowledges and agrees that: (i) Client is solely responsible for obtaining all licenses, approvals, and regulatory authority for its operation and the provision of Client's services which incorporate weSystems' Services to its end user and/or other customers; and (ii) Client is solely responsible for obtaining all local permits, landlord consents, access licenses and permissions, and other consents and waivers necessary for installation of facilities and equipment to allow weSystems to provide the Service and make use of the Service. Equipment used by Client or Client's customers, suppliers, agents, employees or end users in connection with any weSystems Service shall not: (a) interfere with or impair service over any facilities and equipment of weSystems and its suppliers; (b) impair the privacy of any communications carried over weSystems' Services; or (c) create hazards to the employees of weSystems or the public. In addition to any other remedies available hereunder, weSystems may, in its sole discretion, suspend Service upon the provision of notice if Client does not comply with the foregoing sentences. weSystems shall have no liability to Client's end user, suppliers and/or customers arising from or relating to these Standard Terms or this Service Order. Client's obligations to weSystems under these Standard Terms and this Service Order including, without limitation, its payment obligations, are independent covenants from Client's ability to collect payment from its end user and/or carrier customers. weSystems shall have no obligation to interact with Client's end users or customers for any reason or purpose. weSystems shall not be liable for any fraudulent use of the Services by Client or any third party, including, but not limited to, fraudulent calls. weSystems has no obligation to investigate the authenticity of any use of the Services charged to Client's



account. Client shall protect, defend, indemnify, and hold harmless weSystems, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to any claim made by any of Client's customers or other third parties relating to or arising from this Section.

### **13. EQUIPMENT AND LOCATION**

Client will grant weSystems, its agents and contractors, access to and use of Client's facilities to the extent reasonably necessary for the installation, connection, removal, and maintenance of equipment, facilities, and systems relating to Services. Client will not allow or cause any service, facility, or equipment of weSystems or its suppliers to be rearranged, moved, modified, repaired or relocated without weSystems' written consent. Client will not create or allow any liens or other encumbrances to be placed on any such facilities or equipment of weSystems or its suppliers. If Client relocates or changes the place of the Service provided under this Service Order, Client will pay all additional installation and related charges associated with such relocation. weSystems may require Client, as a condition to receiving Service, to use customer premise equipment (CPE) supplied by weSystems. Unless agreed otherwise between the Parties, all CPE shall remain the exclusive property of weSystems. Client will return disconnected or faulty CPE in accordance with weSystems' return merchandise authorization ("RMA") process which includes completing the necessary forms and using the shipping label provided by weSystems, if applicable. Client will pay weSystems the associated non-return fee for CPE (or if no non-return fee is specified, the manufacturer's suggested retail price as of the date of this Service Order) that is (i) not returned to weSystems within fifteen (15) days of the disconnection date or the date that Client receives new CPE to replace faulty CPE or (ii) damaged during return shipping to weSystems. If Client takes ownership of CPE, Client will assist weSystems with all administrative requirements associated with such ownership.

### **14. CANCELLATION OF SERVICE; DISCONNECTION**

All Client requests to disconnect a Service must be submitted through the weSystems Client Portal. Any alternative forms of disconnection requests must be approved by weSystems in writing. If Client requests weSystems to disconnect a Service, and Client later cancels its request for disconnection, weSystems will use commercially reasonable efforts to ensure that the Service is not disconnected but shall not guarantee against disconnection. weSystems will not grant any credits for Service Outages related to the cancelled request for disconnection, nor will weSystems be liable to Client for any damages resulting from a Service Outage related to a cancelled request for disconnection. Any alternative forms of disconnection requests must be approved by weSystems in writing. For purposes of clarification, any cancellations by Client prior to or on or after the Start of Service Date for a Service shall be subject to the charges set forth in Section 8 of these Standard Terms.

### **15. GENERAL**

- 15.1. **Assignment.** Either Party may assign these Standard Terms, along with this Service Order, to any affiliate, or to a successor company pursuant to any reorganization or merger of its business, or to any successor pursuant to any sale or transfer of all or substantially all of its assets. No other assignment by either Party will be permitted without the prior written consent of the other Party, which

consent will not be unreasonably withheld or denied. The rights and obligations under these Standard Terms shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assignees of each Party.

- 15.2. **Governing Law.** These Standard Terms and the Service Order, or any other applicable contract document and any dispute or claim arising out of them shall be governed by Danish law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Disputes arising out of or in connection with these Terms and Conditions or a Service Order, including a dispute over its existence, validity or termination or the consequences of its invalidity, shall be subject to the non-exclusive jurisdiction of the courts at the place in Denmark where weSystems has its registered office. In addition, weSystems shall be entitled to initiate proceedings at any place of jurisdiction where the customer has its registered office.
- 15.3. **Construction; Severability; Waiver.** Each Party acknowledges that this agreement has been jointly drafted by the Parties and that it has not been induced to enter into these Standard Terms by any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Standard Terms and agrees that it shall have no remedy in respect of the same. In the event that any provision of these Standard Terms conflicts with the law under which these Standard Terms is to be construed or if any provision is declared invalid by a court with jurisdiction over the Parties to these Standard Terms, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. Each provision of these Standard Terms is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. Failure of either Party to enforce any of the provisions of or its rights under these Standard Terms, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment of any rights.
- 15.4. **Confidentiality.** Neither Party shall disclose to any third party during the term of these Standard Terms and for two (2) years following the expiration or termination of this Service Order or these Standard Terms, including any rate information, unless such disclosure is required by any state or federal governmental agency, is otherwise required by law, or is necessary in any proceeding establishing or applying rights or obligations under these Standard Terms. Any information or documentation disclosed between the Parties shall be subject to the terms and conditions of the non-disclosure agreement ("NOA") executed by the Parties, if any, which terms and conditions are incorporated by reference as if stated herein, and which shall apply for the Service Term and for two (2) years thereafter. For purposes of clarification, under no circumstances shall either Party utilize any information obtained in connection with these Standard Terms to contract directly with any vendors, contractors, or customers of the other Party with respect to that specific Service or a replacement or substitute for that Service; provided, however, that nothing in these Standard Terms shall be construed to preclude either Party from purchasing, selling or utilizing any other telecommunications, information, or ancillary services from or to any other entity or from using information independently developed to purchase, sell, or utilize such services.
- 15.5. **Third-Party Beneficiaries.** The representations, covenants, obligations, rights, and agreements of the Parties set forth in these Standard Terms are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party to these Standard Terms including, without limitation, Client's end user, suppliers and/or carrier customers. Under these Standard Terms, weSystems shall



have no relationship with the customers to which Client may provide service. Client acknowledges and agrees that no fiduciary relationship arises under this Service Order and shall indemnify weSystems from any third-party claims.

- 15.6. **Headings; Interpretation.** The headings used in these Standard Terms are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of these Standard Terms. These Standard Terms shall be construed fairly according to its terms, without regard to the drafter of any provision hereof.
- 15.7. **Acceptable Use and Privacy Policy.** Client and its end users and customers shall comply with weSystems' AUP in its use of the Service(s). Client shall indemnify, defend, and hold harmless weSystems from any losses, damages, costs or expenses resulting from any third-party claim or allegation arising out of any alleged or actual violation of the AUP. The Parties acknowledge weSystems' Privacy Policy located on the company's website.
- 15.8. **Notices.** Any notice given or made pursuant to these Standard Terms will be effective if in writing and delivered by overnight courier, first class or certified mail, or electronic delivery (email) and delivered at the address provided in this Service Order, or such other address as may be furnished by either Party to the other.
- 15.9. **Entire Agreement.** All Services are subject to the terms and conditions of these Standard Terms, weSystems' operational and service schedules, guides and service level agreement(s) applicable to the specific Service (collectively a "Service Schedule"), and the Service weSystems' Acceptable Use Policy ("AUP"), and any statement of work or other written instrument (collectively a "SOW") between the Parties that applies to Service(s). weSystems will provide Client with the Services as described on this Service Order issued pursuant to these Standard Terms, which constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior offers, communications, representations, understandings, and agreements, whether verbal or written, made between the Parties. weSystems shall not be bound by any provision in any purchase order, confirmation, correspondence or other communication from Client which is at variance with, in addition to, seeks to define or clarify, and/or conflicts with any provision of this Service Order unless such variance, addition, definition/clarification, or conflict is specifically identified in a written agreement signed by Client and weSystems which expressly references the appropriate provision of this Service Order.
- 15.10. **Signature.** This service order is signed by both parties. As a material part of the consideration for entering into these Standard Terms, Client agrees not to contest or assert any defense relating to the authority of any representative or employee to agree to these Standard Terms.
- 15.11. **Independent Contractors.** Except as specifically and expressly provided herein, the Parties shall be considered independent contractors for the purposes of these Standard Terms. Except as specifically and expressly provided herein, the relationship between weSystems and Client shall not be that of partners, agents, fiduciaries or joint venturers for one another, and nothing in these Standard Terms shall be deemed to constitute a partnership, agency agreement, or joint venture between the Parties for any purpose whatsoever.
- 15.12. **Survival.** Provisions contained in these Standard Terms that by their sense and context are intended to survive completion, performance, termination, suspension, cancellation, or expiration of these Standard Terms (including, but

not limited to, the NOA terms and conditions incorporated herein by reference) shall survive.

