

P1. INTRODUCTION

S1.1 These Professional Services Terms sets forth the terms and conditions under which Copperleaf will provide professional services (the "Services") to Client. All SOW's will be governed by these Professional Services Terms and the Master SaaS Agreement (or other applicable master agreement between Client and Copperleaf) ("Master Terms"), unless Client has signed separate terms for Professional Services, in which case those terms will apply. All terms not otherwise defined herein have the meanings given to them elsewhere in the Master Terms.

P2. TERM

P2.1. Term of SOWs. Each SOW will remain in effect until the earliest of: (i) expiry on its own terms, (ii) completion of the Services authorized thereunder, or (iii) termination by either party pursuant to the Master Terms.

P3. SCOPE OF SERVICES

P3.1. Services. Copperleaf agrees to provide the Services outlined on the applicable SOW. Each SOW will be effective when executed by the parties.

P3.2. SOWs. Each SOW will define specific Services to be provided to Client, the Services schedule or term, the applicable pricing and other appropriate terms.

P3.3. Precedence. In the event of any conflict between these Professional Services Terms, a SOW, and the Master SaaS Agreement the order of precedence shall be as follows: (1) SOW; (2) Professional Services Terms; and (3) Master SaaS Agreement.

P3.4. Effect of Professional Services Terms and SOWs. These Professional Services Terms is not committing or obligating Client or Copperleaf to purchase or provide Services. No work or charges are or will be authorized by Client or Services required to be performed by Copperleaf unless and until a SOW is executed by both parties.

P4. PERFORMANCE OF SERVICES

P4.1. Project Managers. Where a Project Manager is appointed for Copperleaf in a SOW, each party will designate a project manager whose duties will be to act as the liaison for communications between the parties. Each party may change its project manager at any time by written notice to the other party.

P4.2. Client Facilities and Assistance. To the extent reasonably required by Copperleaf, Client will, at its own cost, make available to Copperleaf certain of its facilities, computer resources, software programs, personnel and business information as will be required to perform any Services hereunder. Without limiting the generality of the foregoing, Client will perform such additional responsibilities, if any, as may be specified in a SOW. If Client fails to fulfill its responsibilities in a proper and timely manner and such failure is a direct cause of a delay in the performance of the Services or results in additional cost to Copperleaf, then Copperleaf may charge the Client for such additional costs and will be entitled to rescope the Services, including applying any additional charges to account for such delay.

P4.3. Schedule. Copperleaf will commence the Services on or before the date specified in the applicable SOW. Any dates specified in a SOW are the reasonable estimates of Copperleaf for the time required to complete the Services based on the information available to Copperleaf at the time of signing the SOW. A delay caused by the act or failure to act of Client may result in a change of scope of Services.

P4.4. Changes in scope of Services. The Parties acknowledge that changes to any SOW may be required during the performance of Services engagements. Each Party shall without undue delay notify the other upon learning of any circumstance which may necessitate a change. Changes shall be agreed in a signed change request/order and such change may impact deliverables, fees, charges, and time schedules etc. Any changes or modifications to the scope of Services in any SOW will be implemented only by the change process indicated below.

a) Requests by Client. Client may request changes or modifications to the scope of the Services specified in a SOW subject to the following procedure: (a) Client will advise Copperleaf in writing of the desired change or modification, in such detail and with such additional information as Copperleaf may reasonably request; and (b) Copperleaf will notify Client within a reasonable period of time of Copperleaf's estimate of the impact of the desired changes or modifications on the total cost of the Services, the time frame for completion and any further aspects that, in the opinion of Copperleaf, are likely to be affected by the desired changes.

b) Requests by Copperleaf. Copperleaf may request changes or modifications to the scope of the Services specified in a SOW, including without limitation, if impacted by: (a) a delay caused by the act or failure to act of Client, (b) causes beyond Copperleaf's reasonable control (including a force majeure), or (c) by design, programming, scheduling or technical problems not known to Copperleaf at the time of signature of any SOW. Copperleaf will advise Client in writing of the required change or modification with Copperleaf's estimate of the impact of the desired changes or modifications on the total cost of the Services, the time frame for completion and any further aspects that, in the opinion of Copperleaf, are likely to be affected by the changes. Additional information to be provided as Client may reasonably request. This section does not alter either party's rights regarding force majeure events.

P4.5. Subcontracting. Copperleaf has the right to use third parties in performance of its obligations and the Services hereunder and, for the purposes of these Professional Services Terms, all references to Copperleaf or its employees will be deemed to include such third parties. Notwithstanding the entering into of any subcontract by Copperleaf, Copperleaf shall not be relieved of any of its liabilities and responsibilities hereunder and shall remain fully liable for the performance of the Services, and no such subcontract shall create any contractual relationship between any subcontractor and Client.

P4.6. Acceptance. Delivery of Deliverables under the applicable SoW is deemed completed and accepted, and the risk therein shall pass to Client (a) when it has been performed or delivered or otherwise has been made accessible in the agreed

Professional Services Terms



manner or (b) where acceptance testing is expressly agreed to apply under the applicable SoW, when the Deliverable(s) in all material aspects meet the applicable agreed acceptance criteria.

P5. PRICE AND PAYMENT

S1.2 **Prices of Services.** The Services provided by Copperleaf will be at the pricing specified in the applicable SOW. In the event a SOW does not reference any fixed rates, such Services will be performed at Copperleaf's then-current standard time and material rates and charges. Applicable fee rates may be subject to annual increase per Copperleaf standard practice.

P5.1. **Estimates.** To the extent that any SOW contains estimates of pricing or Copperleaf otherwise provides a pricing estimate to Client, Client acknowledges that such estimated prices are based on the information available to Copperleaf at the time of providing such estimate and Client will be billed for actual hours/days used.

P5.2. **Expenses.** Unless otherwise specified in a SOW, if personnel of Copperleaf are required to provide Services at locations other than at the premises of Copperleaf, Client will reimburse Copperleaf for all reasonable travel, food, lodging and other out-of-pocket expenses incurred in performance of a given SOW. Copperleaf will submit to Client invoices and supporting documentation acceptable to Client, acting reasonably, for such expenses.

P5.3. **Invoicing.** Copperleaf will submit invoices for charges and expenses hereunder on a monthly basis, or as otherwise specified in a SOW, and Client will make payment of each invoice in accordance with the payment terms of the agreement between Client and Copperleaf.

P6. PROPERTY RIGHTS

P6.1. **Copperleaf Property.** Without prejudice to any pre-existing intellectual property rights of Client, Copperleaf or its licensor retains all right, title, and interest in the Services and deliverables and in all improvements, enhancements, modifications, or derivative works thereof including, without limitation, all patents and rights to patent, copyright, trade secret, and trademark (whether or not specifically recognized or perfected under the laws of the country where the Services are provided). The Services and deliverables constitute and contain valuable proprietary services, products and trade secrets of Copperleaf or its licensor, embodying substantial creative efforts and confidential information, know-how, technology, ideas and expressions that are protected by applicable intellectual property and other laws, and shall be considered confidential information.

P6.2. **License.** Upon payment of fees due under an applicable SoW, Copperleaf grant Client a non-exclusive, limited right to access and use deliverables provided as part of the Services for Client's internal business purposes only in conjunction with and according to the scope permitted for Client's use of the associated licensed software.

P6.3. **Know-how.** Copperleaf may use in any way which it deems necessary or appropriate any ideas, concepts, know-how or techniques acquired, developed or used by Copperleaf during the course of providing Services.

P7. WARRANTIES

P7.1. **Limited Warranty.** Copperleaf warrants that all Services performed under these Professional Services Terms will be performed in a workmanlike and professional manner with reasonable skill and care. In the event of a breach of this warranty, the sole remedy of Client and the sole obligation of Copperleaf will be to reperform the nonconforming Services in accordance with such standards. Copperleaf will have no obligation to Client for any claim under this section P7.1 made more than thirty (30) days after the performance of the Services giving rise to the claim.

P8. TERMINATION

P8.1. **Obligations on Termination.** Upon termination or expiry of any SOW:

- (a) Copperleaf will cease performance of Services in progress; and
- (b) Client will pay all sums owing to Copperleaf for the Services performed prior to the termination or expiration date and reasonable wind-down costs.

P9. INDEMNITY

P9.1. Copperleaf will defend Client from and against any claim of a third party that any deliverable provided by Copperleaf to Client as part of Services under an SOW ("Deliverable") infringes any of the third party's registered patents, copyrights, or trademarks ("Deliverable IP Claim") and will indemnify Client against any damages, attorney fees and costs finally awarded against Client, or amounts paid by Client in settlement of such Deliverable IP Claim, together with any reasonable and verifiable costs and expenses incurred by Client in the defense or settlement thereof (such costs and expenses to be approved in advance by Copperleaf acting reasonably) provided Client: (a) provides Copperleaf prompt written notice of the claim; (b) gives Copperleaf full control of the defense and settlement of the claim; (c) provides Copperleaf with all reasonable assistance in connection with said defense or settlement; and (d) does not admit liability in connection with such Deliverable IP Claim. If there is a Deliverable IP Claim or if Copperleaf otherwise deems that there is a reasonable risk of such claim, Copperleaf may, at its option and expense, elect to (i) procure for Client the right to continue using the relevant portion of the Deliverable or (ii) replace or modify such portion so that it no longer infringes the alleged proprietary right, but without prejudicing its functionality. The above defense and indemnity does not apply to any Deliverable IP Claim to the extent such arises: (1) from any unauthorized use or any modification of the applicable Deliverable by Client; (2) as a result of a Deliverable created under Client instructions or (3) as a consequence of use in combination with (a) any software based on any code or design specifications or instructions provided by Client; (b) any software, data or business methods not provided by Copperleaf; or (c) any third-party software, if the infringement would not have occurred without such combined use; (3) use of the Deliverable in an application or environment for which it was not designed or contemplated. This sets forth Client's sole remedy with respect to any Deliverable IP Claim

End of Professional Services Terms