

COPADO PROFESSIONAL SERVICES ADDENDUM

(For Receiving Copado's DevOps Trainings and Configurations)

This Professional Services Addendum ("PSA") with any Order Form for Professional Services or Statement(s) of Services ("SOS") govern Copado's delivery of Professional Services and is an addendum to the Copado Access Agreement (the "Agreement") under which Copado, Inc. ("Copado") shall provide Services to Customer. The PSA is effective between Customer and Copado as of the date of the last signature or execution of an Order Form that incorporates this Agreement by reference.

1. Definitions. Terms used in this PSA but not defined herein will have the respective meaning ascribed to such terms in the Agreement.

"Change Order" means any change to an SOS or Order Form, as applicable, as described in the "Change Orders" section below. Change Orders will be deemed incorporated by reference in the applicable SOS or Order Form, as applicable in the absence of an SOS.

"Deliverable" means a deliverable under an SOS or Order Form.

"Professional Services" means work performed by Copado, its Affiliates, or its or their respective permitted subcontractors under an SOS or Order Form, including the provisions of any Deliverables specified in such SOS or Order Form.

"SOS" or "Statement of Services" means a statement of service describing Professional Services to be provided hereunder, that is incorporated into an Order Form that is entered into between Customer and Copado. SOS's or Order Forms will be deemed incorporated herein by reference.

2. Professional Services. Copado will provide to Customer the Professional Services specified in each SOS or Order Form (as applicable), subject to Customer's payment of all applicable fees. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

3. Customer Collaboration

3.1. Collaboration. Customer will cooperate reasonably and in good faith with Copado in its performance of Professional Services by, without limitation:

- a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Copado to perform its obligations under each SOS or Order Form;
- b) timely delivering any Customer deliverables and other obligations required under each SOS or Order Form;
- c) timely responding to Copado's inquiries related to the Professional Services;
- d) assigning an internal project manager for each SOS and/or Order Form to serve as a primary point of contact for Copado;
- e) actively participating in scheduled project meetings;
- f) providing, in a timely manner and at no charge to Copado, if appropriate, accesses to systems and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's related accounts, and coordination of meetings as reasonably required by Copado; and
- g) complete, accurate and timely information, data and feedback as reasonably required by Copado.

4. Delivery and Change Orders

4.1. Delivery of Services. Copado will provide the Professional Services, including any Deliverables, in accordance with the Agreement and the applicable SOS or Order Form.

4.2. Change Orders. Changes to a SOS and/or an Order Form will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

5. Fees, Invoicing, and Taxes

5.1. Fees. Customer will pay Copado for the Professional Services at the rates specified in the applicable SOS or Order Form, or if no rate is specified in the SOS or Order Form, Copado's standard rates in effect at the time the SOS or Order Form is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOS or Order Form. Any amount set forth in a time-and-materials SOS is solely a good-faith estimate for Customer's budgeting and Copado's resource-scheduling purposes and is not a guarantee that the work will be completed for that

amount. If the estimated amount is expended, Copado will continue to provide Professional Services under the same rates and terms. Copado will periodically update Customer on the status of the Professional Services and the fees accrued under SOSs or Order Forms.

5.2. Incidental Expenses. Customer will reimburse Copado for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services. If an estimate of incidental expenses is provided in the applicable SOS and/or Order Form, Copado will not exceed such estimate without the written consent of Customer.

5.3. Invoicing and Payment. Charges for time-and-material engagements will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOS or Order Form. Charges for fixed fee engagements will be invoiced in advance, unless otherwise expressly stated therein. Invoiced amounts will be due and payable in net 30 days from the invoice date. Customer is responsible for providing Copado with its complete and accurate billing and contact information and notifying Copado of any changes to such information.

6. Proprietary Rights and Licenses

6.1. Customer Intellectual Property. Customer does not grant to Copado any rights in or to Customer's intellectual property except such licenses as may be required for Copado to perform its obligations hereunder.

6.2. License for Contract Property. Upon Customer's payment of fees due under an applicable SOS or Order Form, Copado grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free license to use work product developed by Copado for Customer, including Deliverables, under this Agreement ("**Contract Property**") for the duration of the Agreement solely for Customer's internal business purposes and in conjunction with its use of Copado's DevOps Services. Copado and Customer each retains all right, title, and interest in its respective intellectual property and Copado retains all ownership rights in the Contract Property.

7. Term and Termination

7.1. Term and Termination. This Agreement commences on the Effective Date and will remain in effect until the Professional Services are completed or until otherwise terminated in accordance with this Section. A party may terminate this Agreement and/or any SOS and/or Order Form for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Customer may terminate a SOS for a time and materials Professional Services engagement for convenience with thirty (30) days written notice to Copado.

7.2. Payment Upon Termination. Upon any termination of an SOS or Order Form, Customer will pay, in accordance with the "Invoicing and Payment" Section of this Agreement, any unpaid fees and expenses incurred on or before the termination date (such Professional Services fees to be paid on a time-and-materials or percent-of-completion basis, as appropriate). If Customer terminates an SOS or Order Form for cause and Customer has pre-paid fees for Professional Services, Copado will refund such pre-paid fees for any Professional Services not received. If Copado terminates an SOS or Order Form for cause, any pre-paid fees for Professional Services charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in an SOS or Order Form.

7.3. Surviving Provisions. The Sections titled "License for Contract Property," "Fees, Invoicing and Taxes," "Term and Termination," and "General" will survive any termination or expiration of this Agreement.

8. Insurance

Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

9. General

9.1. Entire Agreement and Order of Precedence. This PSA is the entire agreement between Customer and Copado regarding the provision and receipt of Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this PSA will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or in any other Customer order documentation will be incorporated into or form any part of this PSA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the

following documents, the order of precedence shall be: (1) the applicable SOS or Order Form, (2) the Copado Access Agreement, and (3) any exhibit, schedule or addendum (including the PSA) to the Agreement.

9.2. Subcontractors. Copado may, in its reasonable discretion, use subcontractors to perform its obligations hereunder. Copado will be responsible for the performance of Professional Services by any subcontractor as if such performance were conducted by Copado itself.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

COPADO

CUSTOMER

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date Signed: _____