



# Statement of Work for Subscription Professional Services

# 1. Introduction

This Statement of Work ("SOW") is entered into between the Customer and the Aptean legal entity ("Licensor") detailed in the Order Form to which this SOW is attached ("Order Form"). This SOW is incorporated into and forms part of the Order Form, which incorporates the terms of the Agreement (as defined in the Order Form) between Licensor and Customer.

The content of this SOW is based on the information available to Licensor at the time of issuing the SOW to Customer. The terms and conditions stated in this SOW are expressly contingent on Customer's execution of the Order Form by the offer expiry date set forth on the Order Form.

## 2. Duration of Subscription Commitment

2.1 The Customer commits to purchasing the annual volume of hours of Professional Services as stated on the Order Form ("Subscription Commitment") to use annually in connection with Customer's SaaS Subscription or Software solution for the period set forth in the Order Form ("Term"). Any unused hours from the Subscription Commitment expire at the end of each year and do not roll over. Licensor will provide the Subscription Commitment to Customer for each year of the Term, subject to the terms of the Agreement.

## 3. Scope and Usage of Subscription Commitment

3.1 The Subscription Commitment may be used by the parties for various Professional Services including, but not limited to, consulting, training, customization, project management, and other activities and service deliverables as agreed upon by the parties. Licensor shall maintain systems to record how the Subscription Commitment has been used by the parties during each year of the Term.

3.2 Customer agrees to spread out the usage of the Subscription Commitment throughout each year to avoid the majority of hours being used in any single month. Customer agrees to provide reasonable notice to Licensor as and when it plans to raise a request to utilize hours to enable Licensor to deploy its resources. Licensor will confirm to Customer in writing when such resources have been allocated. Allocation of resources is deemed to be Licensor's acceptance of Customer's call off request. Licensor recommends prior written notice of no less than 6 weeks for planned usage of more than 10% of hours in a single month unless otherwise agreed in writing by the Parties. The number of hours required to complete each request for Professional Services from Customer shall be determined by Licensor and notified to Customer and these hours shall be called off against the Subscription Commitment unless Licensor, acting reasonably, deems a request to be out of scope of the Professional Services.

3.3 Customer and Licensor will execute a separate SOW for any additional hours required over and above the Subscription Commitment per year. If such additional hours are provided by Licensor during any year of the Term, these will be billed by Licensor to Customer at the rate applicable for that year of the Term as set forth in the Order Form.

3.4 Licensor will assign a project manager to oversee the Professional Services provided by Licensor under this SOW. Customer will communicate with Licensor's project manager regarding all requirements for Professional Services. Licensor's project management time will consume hours in the Subscription Commitment, estimated to be 20% of the total hours contained in the Subscription Commitment, and confirmed by Licensor to Customer on written request.



3.5 If any Professional Services require changes to code or configuration, such changes will be detailed in a scope document written and provided by Licensor and signed off by Customer prior to Licensor commencing such work.

3.6 Professional Services provided under this SOW will be provided remotely by Licensor unless otherwise agreed in writing by the parties. Should Customer request onsite Professional Services, travel time and expenses will be billed separately by Licensor in accordance with Section 7.2 of this SOW.

## 4. Out of Scope & Change Control

Any tasks or activities provided by Licensor under this SOW will be provided during Licensor's standard business hours. Customer acknowledges that any Professional Services requested by Customer outside of such standard business hours, are not covered by this SOW unless explicitly agreed upon in writing by both parties.

Out of business hours and Saturday work will be consumed at 1.5x of the actual time incurred.

Sunday and Public (National) Holiday rates will be consumed at 2x of the actual time incurred.

'On Call' rates will be consumed at 0.5x of the actual time incurred.

If Licensor determines any tasks or activities are out of scope of the Professional Services or require a volume of hours in excess of Customer's available Subscription Commitment for that year, Licensor will notify Customer that such activities are not included in the Subscription Commitment and are out of scope and will require a separate SOW and additional charges (to be agreed by the parties in such separate SOW).

## 5. Roles & Responsibilities

Customer will provide adequate resources, including skilled personnel, technology, and infrastructure, to enable Licensor to deliver the Professional Services in accordance with the Agreement. Customer acknowledges that any Customer resource constraints, such as limited availability of key team members or insufficient equipment supplied by Customer, can hinder progress and increase costs of the Professional Services.

### 5.1 Licensor Roles & Responsibilities

A list of Licensor role types and associated responsibilities for delivering the Professional Services is described in <https://legal.aptean.com/legal.html#ps-terms-apteanroles>

The exact Licensor roles delivering each project will be determined on a case-by-case basis. The Licensor Project Manager will be the primary point of contact for Customer regarding the scope, schedule, and resources of the Professional Services. Licensor consultant(s) will work under the direction of the Licensor Project Manager. Any staffing questions should be directed to the Professional Services Manager/Director.

### 5.2 Customer Roles & Responsibilities

Licensor requires involvement from the Customer's team to successfully deliver the Service Deliverables outlined in this SOW. A list of Customer role types and associated responsibilities for delivering the Professional Services is described in <https://legal.aptean.com/legal.html#ps-terms-customerroles>

Specific roles will be finalized by the parties during project initiation, unless agreed (in writing) otherwise prior to this SOW.

## 6. Assumptions



The Professional Services are provided subject to certain key assumptions which are critical to the successful completion of the Professional Services and include but are not limited to the following:

- Customer will ensure the availability of Customer's team during the Professional Services.
- Customer's technical environment will meet any necessary requirements as outlined by Licensor.
- Customer will provide all necessary documentation requested by Licensor promptly.

Further assumptions for the Professional Services are described at <https://legal.aptean.com/legal.html#ps-terms-assumptions>

## 7. Fees

7.1 The annual fee for the Subscription Commitment is set out in the Order Form and shall be invoiced by Licensor to Customer annually in advance. Customer will pay Licensor's invoices in accordance with the Agreement.

7.2 Licensor does not expect any associated expenses, given all Professional Services will be performed remotely, however should Licensor's resources need to visit Customer to perform any Professional Services then travel expenses would be charged by Licensor to Customer accordingly, at cost, as incurred by Licensor. Travel time for on-site work will be consumed at 0.5x of the actual time incurred. In addition any travel and expenses will be governed by the terms described at <https://legal.aptean.com/legal.html#ps-terms-apteantravel>

