

Professional Services – Terms and Conditions

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Agreement**" means these Professional Services Terms and Conditions.

"**Company Personnel**" means all employees and subcontractors, if any, engaged by Company to perform the Services.

"**Confidential Information**" means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"**Customer**" an individual or legal entity who has purchased a license to use the Software.

"**Customer Equipment**" means any equipment, systems, cabling, or facilities provided by Customer and used directly or indirectly in the provision of the Services.

"**Customer Materials**" any documents, data, know-how, methodologies, software, and other materials provided to Company by Customer, including computer programs, reports, and specifications.

"**Deliverables**" means any object code, source code, flow charts, documentation, information, reports, test results, findings, ideas, and all works and other materials developed under this Agreement, excluding the Foundation software.

"**Disclosing Party**" means a party that discloses Confidential Information under this Agreement.

"**Intellectual Property Rights**" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), [mask works,] and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty,

common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from a third party claim.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"**Services**" mean the professional services to be provided by Company as set out in Schedule "A" to this Agreement.

"**Software**" means Company's Foundation / Firm Intelligence software purchased by Customer.

2. Services.

2.1 Company shall provide the Services to Customer, subject to the Assumptions and Expectations set out in Schedule "A".

2.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

3. Customer's Obligations.

3.1 With respect to the performance of services, Customer shall have the following responsibilities and obligations (collectively, the "**Customer Obligations**"): (i) perform in a correct and complete manner all tasks and obligations which it agrees to perform in connection with the Services; (ii) provide Company with reliable, accurate and complete information as required; (iii) make timely decisions and obtain required management approvals; (iv) follow the directions and instructions provided to Customer in relation to receipt of the Services; and (v) to the extent the Services are performed at Customer's facilities, furnish Company personnel with a suitable office environment and access to a computer or virtual machine (but limited to the instances where access to Customer's network is required for the project), printer, and such other resources and supplies as may be reasonable required by Company.

3.2 Customer acknowledges that certain milestone and delivery schedules for the performance of Services may be contingent upon timely and correct performance by Customer of its Customer Obligations (as defined above). Customer shall promptly advise Company in writing as soon as it becomes aware of any development that is reasonably likely to delay its performance or completion of a Customer Obligation. In the event of a delay caused by (i) Customer's failure or inability to timely perform a Customer obligation; (ii) Customer's request for changes to the services; (iii) third parties under the control of Customer or engaged by Customer and assisting Customer with respect to receipt of the Services; or (iv) Customer's action(s) or omission(s), the applicable schedules for performance of Services by Company shall be deemed amended on a day-for-day basis with the corresponding delay. In addition, if such delays are such as to adversely affect Company's deployment of its resources, Company will inform Customer of the impact of the delays on the overall delivery schedules and the Parties will negotiate an amendment. If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of

Customer, its agents, subcontractors, consultants or employees, Company shall not be deemed in breach of its obligations under this Agreement, or otherwise liable for any costs, charges or losses sustained or incurred by Customer, to the extent arising from such prevention or delay.

3.3 All final quality assurance is the responsibility of the Customer and must be completed within three weeks of Company providing the Services or Deliverable to the Customer. The Deliverable or Service, as applicable, will be considered deemed accepted if no written notification of correction is received by Company within three weeks of Company providing the Services or Deliverable to the Customer.

3.4 As future enhancements of Software are released, including Microsoft Office, Document Management System, Company products and other related software updates, the custom configurations produced from this Agreement will need to be reviewed by Customer and Company. If the custom configurations produced from this Agreement are no longer performing as expected or adjustments need to be made in order to port them to a new release of software, an Amendment to this Agreement or a new Statement of Work will be developed which may result in additional fees and must be agreed and accepted by both Customer and Company prior to the commencement of new work.

4. Change Orders.

Any request for a change in the Services must be in writing. Changes in scope may result in an increase in the number of delivery days and thus, an increase in Fees. As with any estimate of effort, Company may need to make minor changes during the consulting engagement to resolve issues not apparent at the time is executed. However, during any engagement the Company consulting manager will discuss such potential changes with the Customer's project lead(s) to determine possible scope impact. If Customer requires modifications to this Agreement and these changes will affect the engagement's schedule or scope, or if Customer requires additional Company professional services assistance after this Agreement is executed, a "Change Order" can be issued describing the additional services and once signed by both parties acts as an amendment to this Agreement. Customer will be responsible for additional fees listed in the Change Order. Company shall not be obligated to perform tasks related to such change(s) until Company and Customer agree in writing to the proposed change via a Change Order.

5. Term and Termination.

5.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to this Section 5.

5.2 Termination for Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure or, with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 60 business days or is not dismissed or vacated within days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason:

(a) Company shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, or (ii) permanently delete all of the other party's Confidential Information from its computer systems.

5.4 Survival. The rights and obligations of the parties set forth in this Section 5 and Section 1, Section 8, Section 9, Section 10, Section 11 and Section 12, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, the fees shall be payable in accordance with the payment terms set out in the Order Form. Services provided on a Time & Materials basis will be invoiced monthly. Reasonable actual travel costs are not included in the Fixed Fees and will be invoiced monthly in arrears. Upon Customer's request, Company will provide supporting documentation for invoiced travel costs. Customer will pay invoices within 30 days of Customer's receipt of the invoice.

6.2 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder. Any such taxes, duties, and charges currently assessed or which may be assessed in the future, that are applicable to the Services are for the Customer's account, and Customer hereby agrees to pay such taxes; *provided, that*, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

7. Intellectual Property Rights; Ownership.

7.1 Company hereby grants Customer a nonexclusive, perpetual, non-transferable, royalty free license to use the Deliverables in conjunction with the Software in a manner consistent with this Agreement. All other rights in the Deliverables are retained by Company and Company shall retain all Intellectual Property Rights therein. Company may perform similar services for other customers.

7.2 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer.

8. Confidential Information.

8.1 The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its Affiliates, and their officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

(c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

(c) If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose [and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment].

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2 Company represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

(c) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications set out in Schedule "A" hereto for a period of 30 days after delivery to

Customer. In the event of Company's breach of the foregoing warranty, Company's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) The Company shall use reasonable efforts to cure such breach; provided, that if Company cannot cure such breach within a reasonable time after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 16.

(ii) In the event the Agreement is terminated in accordance with this Section 9.2(c), Company shall within 30 days after the effective date of termination, refund to Customer any fees pre-paid by the Customer as of the date of termination for any Service or Deliverable not yet provided/delivered to Customer.

(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Service or Deliverable to Customer.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9: (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10. Indemnification.

10.1 Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Company shall have no obligations under this Section 10.1 with respect to claims to the extent arising out of:

(a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer in writing to Company;

(b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or

(c) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel].

10.2 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.2 shall not relieve the indemnifying party of its obligations under this Section 10.2 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11. Limitation of Liability.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY PURSUANT TO THIS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to Company's indemnity obligations arising under Section 10.1 with respect to settlement and/or resolution of third party claims.

12. Miscellaneous.

12.1 Nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, acts of God, natural disasters, Internet outages, computer viruses, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party provided that such party gives prompt written notice thereof to the other party. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

12.2 Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

12.3 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12.4 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

12.5 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by fax (with confirmation of transmission)/email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated in the Order Form.

12.6 This Agreement, together with all Schedules, Exhibits, and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous

understandings and agreements, both written and oral, with respect to such subject matter.

12.7 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed; provided, that, either party may assign the Agreement without consent to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.8 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

12.9 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12.10 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.11 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.12 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and jurisdiction shall be Cook County, Illinois, United States of America. The parties agree that the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply.

12.13 The parties agree that a material breach of this agreement adversely affecting Company's intellectual property rights in Deliverables or the Confidential Information of either party may cause irreparable injury to such party for which monetary damages would not be an adequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

12.14 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SCHEDULE “A”

SERVICES – DELIVERABLES / ASSUMPTIONS AND EXPECTATIONS

A. Deliverables / Services

This Section describes the specific services and deliverables that Company’s Solutions Engineering team will provide to Customer under this Agreement. The specific deliverables are based on Company’s understanding of the Customer’s requirements and environment. Additional details regarding assumptions and other factors can be found in the Assumptions and Expectations section.

Company’s Solutions Engineering team will provide Customer with the following implementation services.

Initial Environment Setup (Cloud)

Initial provisioning of cloud-based production and staging environments

Company’s Solutions Engineering team will:

- Provision cloud-based production and staging environments.
- Configure IP restrictions.
- Complete setup of Foundation application settings.
- Complete setup and configuration of Foundation Export DB.
- Provide instructions and support to Customer to set up Foundation Hub Server.
- Provide assistance to Customer to configure DNS and SSL.
- Provide assistance to Customer to configure Azure Active Directory / OpenID.

Customer is responsible for installing the Foundation Hub Server, configuring DNS and SSL settings, and configuring Azure Active Directory / OpenID.

B. Assumptions / Expectations

1. Order Form must be fully executed prior to Company assigning staff resources to Customer’s implementation. Project planning will begin thereafter, subject to resource availability.
2. Company resources are assigned to a project based on their availability and expertise from any of the Company offices. Additional charges may be applied if Customer requests specific resources or resources from a specific office.
3. Customer will provide a compatible technical environment, tools, hardware, and software required to successfully deploy and run the product in their environment.
4. Customer will assign the appropriate resources to support the engagement, and those resources will be available as specified in the relevant project plan as required to meet agreed obligations.
5. Customer is responsible for managing internal and non-Company resources engaged in the project.
6. If Customer or a designated representative or third-party service provider acting on behalf of Customer, fails to meet obligations required for successful delivery of the project (decisions, deliverables, approvals, meeting attendance), Company reserves the right to audit the project to determine potential impact and issue a Change Order to modify dates or fees accordingly.
7. Project activities, including participation in status meetings, will be conducted remotely.
8. All work is scoped for one production and one staging instance.