CONSULTING SERVICES TERMS AND CONDITIONS

EFFECTIVE DATE: September 7, 2022

1. INCORPORATION BY REFERENCE. Section 1 (Definition), Section 2.1 (Access), Section 2.2 (Use Restrictions), Section 3.1 (Order Forms), Section 3.3 (Taxes and Withholdings), Section 4.2 (Termination for Cause), Section 4.3 (Effect of Expiration or Termination), Section 4.5 (Survival) (but only to the extent a surviving clause is incorporated in this Section 1), Section 5 (Intellectual Property and Other Proprietary Rights), Section 6 (Confidentiality), Section 7 (Disclaimer of warranties), Section 8 (Indemnification), Section 9 (Limitation of Liability), and Section 11 (Miscellaneous) of the Subscription Service Agreement are incorporated by reference and apply as if set forth herein in their entirety. Any undefined capitalized term used herein has the meaning ascribed to it in the Subscription Service Agreement.

2. OVERVIEW. In connection with an Order Form, you have requested that ChurnZero provide certain configuration and implementation services related to ChurnZero’s software-as-a-service offerings as more fully described in the applicable Order Form (the “Consulting Services”). Any Consulting Services not expressly described in the Order Form are deemed out of scope and subject to a separate scoping exercise and mutually agreed to statement of work between the Parties, including additional charges as set forth therein. We may update these Consulting Terms from time to time, which will be identified by the last updated date, and may be reviewed at https://churnzero.com/consulting-service-terms/.

3. CUSTOMER MATERIALS. To perform the Consulting Services, we may require access to certain Customer owned or separately licensed materials, such as content libraries, logos, trademarks, information, facilities, software, hosted platforms, APIs, personnel, systems, and infrastructure (“Customer Materials”). Customer retains ownership of the Customer Materials and grants ChurnZero a limited license to access, use and modify the Customer Materials as reasonably necessary to enable ChurnZero to provide the Consulting Services. Customer represents and warrants that it has all rights and consents necessary to provide the foregoing license to ChurnZero. Our obligation to provide the Consulting Services shall be contingent upon your timely provision of the Customer Materials to us.

4. PROJECT MANAGEMENT AND GOVERNANCE. As needed based on the scope of the Order Form, we will assign a project manager to proactively manage and control the scope and budget of the project as well as direct the work of our resources. We agree that all personnel who perform the Consulting Services by or on behalf of ChurnZero (“Personnel”) are (and shall remain during the delivery of the Consulting Services) (i) either regular, full or part-time employees or subcontractors that have valid work authorizations to the extent required by applicable law; and (ii) bound by agreements that contain obligations related to intellectual property and confidentiality no less restrictive than those set forth herein. We retain the exclusive right to select the Personnel that will provide the Consulting Services and to make changes as required in our discretion. We are fully responsible for the performance of such Personnel who are providing Consulting Services in connection with the Order Form.

5. DELIVERABLES. We will provide the Consulting Services in a professional and workmanlike manner in accordance with our standard procedures and methodology as outlined in the Order Form. Upon Customer’s payment of all relevant fees due pursuant the Order Form, ChurnZero grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, license to use the Deliverables (as defined below) provided to Customer by ChurnZero solely in connection with Customer’s access to and use of the relevant ChurnZero software-as-a-service offerings to which
the Deliverables relate for Customer’s internal business purposes during the applicable subscription term set forth in the relevant Order Form. Subject to the foregoing license right, (i) ChurnZero owns the Deliverables (excluding any Customer Materials contained therein) and all intellectual property used by or on behalf of ChurnZero in providing the Consulting Services, including without limitation, all processes, know-how, code, data, reports and related materials (and modifications or derivatives thereof); and (ii) ChurnZero reserves all rights not expressly granted herein to the Deliverables and all intellectual property rights described in subsection (i) above. Nothing contained herein limits ChurnZero’s right to develop, use, market, or sell services or products that are similar to the Deliverables or Consulting Services provided pursuant to a Order Form, or to use such Deliverables (excluding Customer Materials, as defined below) to perform similar services for any other purposes, including without limitation in connection with other projects and customers. “Deliverables” means any tangible or intangible work product that is created, conceived, developed, or otherwise generated by or on behalf of ChurnZero in its performance of the Consulting Services, including any modifications or derivatives thereof, such as documents, reports, data, models, processes, software, scripts, analysis, specifications, integrations, APIs, interfaces, programs, and other materials and results.

6. ACCEPTANCE AND COMPLETION. Unless otherwise expressly stated in the applicable Order Form, all Consulting Services will be deemed completed when we provide you notification of completion of Consulting Services, which may be provided via email. To the extent that the Deliverables require review by you, as determined in our discretion or as otherwise expressly agreed upon in the Order Form, we will notify you at the time of completion and provide an acceptance form. You shall have no more than five business days from the date that we provide such notice (“Notice Period”) to either (i) sign and return the acceptance form to us, at which point all Consulting Services will be deemed completed or (ii) notify us of any material, bona fide issues or defects in the Deliverables that render them in material noncompliance with the specifications set forth in the Order Form, provided that such notice shall contain reasonable detail and must be delivered to the ChurnZero contact specified in the Order Form in writing and must be received by us within the Notice Period, otherwise the acceptance form will be deemed approved and the Consulting Services will be complete. You may only reject the Deliverables if they fail to materially conform to the agreed upon specifications set forth in the Order Form. In the case of a notification of defect as set forth in (ii) above, if we determine in our sole and reasonable discretion that such issue or defect is material and a result of our performance of the Consulting Services, we will make reasonable efforts to correct and redeliver the Deliverables promptly upon receipt of such notice, at which point the Consulting Services will be deemed completed and accepted.

7. FEES AND TIMELINE. The fees for Consulting Services will be set forth in the applicable Order Form (the “Consulting Fees”). Unless otherwise expressly stated in the Order Form, all Fees are non-refundable, non-cancellable and due upon the effective date of the relevant Order Form. For the avoidance of doubt, license fees or other fees related to access and use of the Subscription Services are outside of and in addition to the Consulting Fees due in payable in connection with the Consulting Services. Any recurring Consulting Fees (e.g., Subscription Service support) are subject to Section 4.1 of the Subscription Terms. Any specific timeline for completion of the Consulting Services shall be set forth in the Order Form.

8. GENERAL ASSUMPTIONS. Our obligation to perform the Consulting Services is contingent upon the fulfillment of certain obligations and assumptions as follows:
8.1 Prior to commencement of the Consulting Services, you will designate a person known as the Customer Project Manager who will have the authority to act on behalf of you in all matters regarding the Order Form. This single point of contact will be responsible for facilitating all communications between you and us and for cooperating as to issue resolution, activity scheduling, interview scheduling, and information collection and dissemination. The timeliness of communications and other activities will directly affect our ability to meet agreed upon schedule deadlines.

8.2 You will ensure that we have access to the account(s) associated with the relevant ChurnZero software-as-a-service offerings and all related infrastructure, networks, and facilities.

8.3 If onsite work is required and agreed upon in the Order Form, you will provide us with a work area for Personnel while on site, which shall include access to any required network, servers, printers, Internet connection (to support a Virtual Private Network connection), and a working telephone.

8.4 Project delays resulting from Customer-owned (or licensed) software or hardware issues may result in additional fees should the timeline of the project be impacted by these delays.

8.5 Consulting Services are performed during our normal business hours (Monday through Friday, 8:00 am to 5:00 pm local time, excluding holidays). To the extent that you require Consulting Services to be provided outside of normal business hours, if acceptable to us in our reasonable discretion, we may issue a Change Order as described in the Order Form, which may include an increase to the applicable Fees.

8.6 The Fees are independent of any travel or other expenses incurred by us in relation to onsite work and related charges, which shall be separately invoiced by us, as applicable; and

8.7 Unless expressly included in a Order Form, (i) the scope of Consulting Services does not include system administration activities such as creating User accounts, adding Users to groups, managing attribute lookup data and related activities; and (ii) we do not provide hosting or operational support of any middleware logic, applications, or related assets.