

RECURRING PROFESSIONAL SERVICES TERMS

EFFECTIVE DATE: May 5, 2025

1. **INCORPORATION BY REFERENCE.** Section 1 (Definition), Section 2.1 (Access and Use), Section 2.7 (Ownership; Reservation of Rights), Section 3.3 (Customer Responsibilities), 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 5.1 (Order Forms), Section 5.3 (Taxes and Withholdings), Section 6 (Confidentiality), Section 7 (Disclaimer of Warranties), Section 8 (Limitation of Liability), Section 9 (Indemnification), and Section 10 (Miscellaneous) of the Subscription Service Agreement (as defined here: <https://churnzero.com/subscription-service-terms/>) 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.** As detailed in an applicable Order Form, you have requested that ChurnZero provide certain recurring professional services that are offered in addition to standard implementation and other similar services related to the Subscription Service (the “**Professional Services**”). Any Professional Services not expressly described in an Order Form are deemed out of scope and subject to a separate scoping exercise and must be mutually agreed to in additional Statement of Work (“**SOW**”) 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/>. **IT IS CUSTOMER’S RESPONSIBILITY TO CHECK THESE TERMS REGULARLY.**

3. **ACCESS TO CUSTOMER DATA AND OTHER MATERIALS.** To perform the Professional Services, we may require access to certain Customer Data and other 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 Professional 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 Professional Services shall be contingent upon your timely provision of the Customer Materials to us.

4. **GOVERNANCE.** We agree that all personnel who perform the Professional Services by or on behalf of ChurnZero (“**Personnel**”) are (and shall remain during the delivery of the Professional 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 Subscription Service Agreement. We retain the exclusive right to select the Personnel that will provide the Professional Services and to make changes as required in our discretion. We are fully responsible for the performance of such Personnel who are providing Professional Services in connection with the Order Form.

5. **DELIVERY OF SERVICES.** We will provide the Professional Services in a professional and workmanlike manner in accordance with our standard procedures and methodology as outlined in the Order Form. For the avoidance of doubt, (i) ChurnZero owns all intellectual property used by or on behalf of ChurnZero in providing the Professional Services, including without limitation, all processes, know-how, code, data, reports and related materials (and modifications or

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derivatives thereof); and (ii) ChurnZero reserves all rights not expressly granted herein to the Customer 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 Professional Services provided pursuant to an Order Form, or to use the results thereof (excluding Customer Materials) to perform similar services for any other purposes, including without limitation in connection with other projects and customers.

6. **COMPLETION.** Unless otherwise expressly stated in the applicable Order Form, all Professional Services will be deemed completed when we deliver the Professional Services, or the time period in which hours must be used has expired.

7. **FEES AND TIMELINE.** The fees for Professional Services will be set forth in the applicable Order Form or SOW (the "**Fees**"). Unless otherwise expressly stated in the Order Form or SOW, all Professional 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 Professional Services Fees due in payable in connection with the Professional Services. ***All recurring Professional Services; i) do not roll hours over from one month to the next and must be used within the same month; and ii) will automatically renew in accordance with our subscription services as defined here: <https://churnzero.com/subscription-service-terms/>.*** Professional Services fee packages will be detailed in the applicable Order Form, and additional monthly hours may be purchased for an additional fee, subject to the availability of Company's personnel.

8. **GENERAL ASSUMPTIONS.** Our obligation to perform the Professional Services is contingent upon the fulfillment of certain obligations and assumptions as follows:

8.1 You will ensure that we have access to the account(s) associated with the relevant Subscription Service and all related infrastructure, networks, and facilities.

8.2 If onsite work is required and agreed upon in an Order Form or SOW, 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.

8.3 Project delays resulting from Customer Systems issues may result in additional fees should the timeline of the project be impacted by these delays.

8.4 Professional Services are performed during our normal business hours (Monday through Friday, 8:00 am to 5:00 pm eastern standard time, excluding holidays). To the extent that you require Professional Services to be provided outside of normal business hours, if acceptable to us in our reasonable discretion, we will amend the Order Form to reflect any modified schedule, which may include an increase to the applicable Fees.

8.5 The Professional 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

8.6 Customers may not downgrade an existing fee package during a current Term.