

## Onapsis Professional Services General Terms and Conditions

These General Terms and Conditions (“**Terms**”), along with the signed master agreement (the “**Agreement**”), outlines the responsibilities and obligations of the customer (“**Customer**” or “**You**” or “**Your**”) and Onapsis, Inc. or Onapsis Europe GmbH, as set forth in the signed Order Form, (“**Onapsis**”). All defined terms used in these Terms and not defined herein shall have the meaning assigned to them in the Agreement.

By signing an Order Form, or actually using Onapsis’ Professional Services, You agree to be bound by these Terms and You understand and agree that Onapsis will treat Your use of the Professional Services as acceptance of these Terms. If You are entering into these Terms on behalf of an entity, such as the company You work for, then You represent to Onapsis that You have the legal authority to bind such entity to these Terms. If You do not have that authority or if You do not agree with these Terms, then You may not use or access Onapsis’ Professional Services.

### **Section I - Provision of Professional Services**

1. Onapsis will perform the Professional Services as specified in the Order Form and/or SOW. Once an Order Form is executed by You, it incorporates and becomes part of these Terms. Onapsis agrees to provide, and You agree to take and pay for, the Professional Services set out in the applicable Order Form and SOW. The Professional Services are provided at Your request, and You accept that You are responsible for ensuring that the Professional Services are suitable for Your own needs. Notwithstanding anything to the contrary, Professional Services hours must be used in equal installments during the term of the Professional Services and cannot be credited or used in subsequent years. The Professional Services shall be deemed accepted by You upon completion.

2. Services Location: Professional Services and all activities will be conducted remotely unless otherwise agreed between the parties on the Order Form.

3. Services Schedule: Professional Services will be performed, and deliverables created in accordance with the delivery schedule defined by the parties. Onapsis’ point of contact (“**POC**”) will contact You to set project start dates based on then-current scheduling factors for both parties. Onapsis and You will also review applicable prerequisites and/or responsibilities to ensure Your preparedness upon the mutually agreed-upon project start date.

4. Project Change Control: In the event that either party requires changes to the scope originally identified in the Order Form or SOW, shall be made only with the written agreement of both parties (the “**Change Order**”). Onapsis will provide a Change Order for You to review and sign before additional work is performed or additional fees are invoiced to You. Onapsis shall have no obligation to comply with any change until the parties have agreed in writing to the scope of the change and any adjustment in the fee and/or time for performance. The Change Order will specifically address any variance from the original Order Form or SOW and the requirements and associated costs.

### **Section II – Service Terms**

1. Onapsis will provide You appropriately qualified personnel to perform the Professional Services in a timely and professional manner, during normal Business Hours, exercising due skill and care and will use reasonable endeavors to meet any mutually agreed target dates. “**Business Hours**” shall mean Monday through Friday from 8:00 A.M. to 5:00 P.M., local U.S. Eastern Time for any customer located in North or South America, and local Central European Time for customers located in Europe, the Middle East and Africa (“**EMEA**”) and Asia-Pacific (“**APAC**”).

2. To complete the Professional Services project, Onapsis shall (i) perform all Professional Services and deliver all deliverables to Your reasonable satisfaction; (ii) consider all of Your information and documentation as sensitive and confidential and will handle appropriately; (iii) Onapsis shall have responsibility only for consultants employed or subcontracted by Onapsis for performance of these Professional Services; (iv) furnish all equipment, tools and materials necessary and required for the performance of the Professional Services on a timely basis if providing the Professional Services offsite at an Onapsis facility.

### **Section III - Your Responsibilities**

1. You will provide Onapsis with all information and help as reasonably required by Onapsis, and will make available such of its own POC and appropriately qualified staff, with appropriate roles and responsibilities as

may be reasonably required, to assist Onapsis perform the Professional Services, including (i) providing information about Your SAP system in scope, network landscape, Your Onapsis' Product instance and appliances, or other technical business requirements to allow Onapsis to complete the Professional Services set out in the applicable Order Form and SOW; (ii) completing any preparation activities identified within the SOW in the agreed upon timeline; (iii) providing the applicable Onapsis personnel with such computer facilities as may be reasonably be necessary to enable the Onapsis personnel to perform the Professional Services; (iv) authorizing the applicable Onapsis personnel to have access to those computer systems and applications to which it is reasonably necessary to have access for the provision of the Professional Services. Onapsis does not require direct access, as we intend to guide the implementation remotely via screen sharing with Your resources with appropriate roles and authorizations. Onapsis considers this access requirement to be CRITICAL to successfully meet the project timeline. Onapsis will not require access to any other of Your systems or applications.

2. You represent that it has all necessary rights, consents, and permissions for Onapsis to install the Product(s) and perform the Professional Services specified in an Order Form(s) or SOW on the designated Targets and execute Onapsis' Product(s) and Professional Services on Your ERP Systems. You will indemnify, defend and hold harmless Onapsis for any losses, including reasonable attorneys' fees, resulting from Your failure to comply with this section.

#### **Section IV - Project Management**

1. Onapsis will conduct status meetings, which may include updates on project status and issues identified and addressed (such as schedule, deliverables, project quality, and team interaction). In addition, Onapsis will provide immediate notification of issues requiring Your attention. Onapsis expects that any issues identified will be resolved promptly to avoid impact to the project timelines.

2. Onapsis Project Coordination Activities. The following list details Onapsis' project coordination activities for this project:

- Facilitation of the project kick-off meeting.
- Project budget reporting and Change Order management (if needed).
- Coordination of Onapsis personnel logistics.
- Onapsis communications and project notifications, including weekly status reports outlining project status, issues noted, and issues addressed as they relate to scheduling, Deliverables, project quality, and team interaction (as applicable).
- Issue reporting and escalation.
- Adherence to the SOW.

#### **Section V - Intellectual Property Rights**

Onapsis and its licensor(s) owns, and shall own, all right, title and interest (including all Intellectual Property Rights in (a) all Professional Services and Work Product, including without limitation all modifications or customizations made by Onapsis whether upon the suggestion of Onapsis, You or otherwise, and (b) all inventions, know how, ideas, techniques, equipment, software, tools or processes used by Onapsis in performing the Professional Services and any related improvements or modifications.

\*\*\*