

## SERVICETRADE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) defines the terms for Our delivery and Your acceptance of Professional Services. Specific Professional Services to be provided to You, and Your payment obligations for same, shall be set forth in the applicable Statement of Work. This Agreement is effective as of the date of Your acceptance of an applicable Statement of Work (the “Effective Date”).

### 1. Definitions

#### 1.1. “Professional Services”

Shall mean work performed by Us for You pursuant to a Statement of Work under this Agreement.

#### 1.2. “Statement of Work”

Shall mean Our standard form for ordering Professional Services, which has been completed and acknowledged by You by clicking a box indicating your acceptance, and which specifies the scope and schedule of Professional Services to be performed by Us for You and the applicable fees. Each Statement of Work entered into hereunder shall be governed by the terms of this Agreement.

#### 1.3 “We”, “Us”, “Our”

Shall mean ServiceTrade, Inc., a Delaware C corporation located at 4601 Creekstone Drive, Suite 260, Durham, NC 27703.

#### 1.4 “You” or “Your”

Shall mean the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

### 2. Ordering, Charges, Payment, Taxes

#### 2.1. Order Terms

By signing a Statement of Work, You agree that any Professional Services obtained pursuant to the Statement of Work are subject solely to the provisions of this Agreement and the Statement of Work.

#### 2.2. Fees for Professional Services

Unless otherwise expressly stated in the applicable Statement of Work, Professional Services shall be provided on a time and materials (“T&M”) basis at Our T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable Statement of Work, that amount is solely a good faith estimate for Your budgeting and Our resource scheduling purposes and not a guarantee that the work will

be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, We will continue to provide Professional Services on a T&M basis under the same rates and terms.

### 2.3. Incidental Expenses

Unless otherwise expressly stated in the applicable Statement of Work, You shall reimburse Us for material(s) and reasonable travel, administrative, and out-of-pocket expenses incurred in conjunction with the Professional Services.

### 2.4. Invoicing and Payment

We shall invoice You monthly, unless otherwise expressly stated in the applicable Statement of Work. Charges shall be due and payable thirty (30) days of the invoice date and shall be deemed overdue if unpaid thereafter. Except for charges being disputed reasonably and in good faith, amounts remaining unpaid after the due date shall be subject to interest at 1.5% per month, or the highest rate allowed by law if lower, from the due date until the amounts are paid. You shall issue a purchase order, or alternative document acceptable to Us, on or before commencement of Professional Services under the applicable Statement of Work.

### 2.5. Taxes

Charges for Professional Services hereunder do not include any federal, state, local or foreign taxes, duties or levies of any nature ("Taxes"). Any Taxes required to be paid by Us as a result of the Professional Services rendered hereunder (other than Taxes based on Our income) shall be billed to and paid by You.

## 3. Contract Property

### 3.1 Contract Property

We hereby grant You a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use for Your internal business purposes anything developed by Us for You under this Agreement ("Contract Property"). We shall retain all ownership rights to the Contract Property.

### 3.2 Relationship to Online Service

The Professional Services provided under this Agreement may be in support of Your license, under a separate agreement, to use Our on-demand application service. Such separate agreement shall govern all use by You of such on-demand service. Neither this Agreement nor any Statement of Work hereunder grants You any license or rights to use such on-demand service. In addition, except for the Professional Services described in Statements of Work hereunder, You agree that Your purchase of Professional Services under this Agreement is not contingent upon the delivery of any future functionality or features in Our on-demand application service, nor is it dependent upon any oral or written comments made by Us with respect to future functionality or features.

## 4. Term and Termination

### 4.1. Term

This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Section 4.

### 4.2. Termination for Convenience

A. You may terminate this Agreement and/or any Statement of Work hereunder at any time for convenience by providing Us five (5) business days prior written notice, except for Statements of Work that are billed in advance or that otherwise expressly do not permit cancellation or termination for convenience. If You terminate a Statement of Work for convenience prior to its completion, then (i) We will stop work under the Statement of Work promptly upon notification; and (ii) You will be billed for (A) in the case of a T&M Statement of Work, the planned hours under that Statement of Work during such notice period; or (B) in the case of a fixed fee Statement of Work, a prorated amount corresponding to the planned work during such notice period. Because We cannot guarantee continuity of resources should You desire to restart work under a Statement of Work after having given notice of termination for convenience thereof, such restarting of work may involve additional billable hours and effort for information transfer, project re-planning, and other reasonable restart activities.

B. We may terminate this Agreement at any time for convenience by providing You five (5) business days prior written notice; provided, however, that any Statement of Work outstanding at the time of such a termination by Us shall continue to be governed by this Agreement as if it had not been terminated. In addition, We may terminate a Statement of Work for convenience with five (5) business days prior written notice if You have not authorized work to begin under such Statement of Work within thirty (30) calendar days of its effective date.

### 4.3. Termination for Material Breach

Either party may terminate this Agreement and/or any Statement of Work hereunder if the other party is in material breach of this Agreement or such Statement of Work and has not cured such breach within thirty (30) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day period and is pursuing such cure diligently and in good faith.

### 4.4. Failure to Make Payment

Notwithstanding anything in this Section 4 to the contrary, if You fail to make payment on any due date, We shall have the right to suspend Professional Services hereunder and, if such failure to make payment has not been cured within thirty (30) days of the due date, upon written notice terminate this Agreement and any or all outstanding Statements of Work hereunder.

### 4.5. Termination for Insolvency

Either party may terminate this Agreement immediately upon written notice if the other party enters into insolvency or bankruptcy proceedings of any sort.

#### 4.6. Effect of Termination

Termination of this Agreement and/or any Statement of Work hereunder shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve You of Your obligation to pay all charges and expenses accruing prior to such termination. The parties' rights and obligations under Sections 4, 5 and 6 (to the extent appropriate) shall survive termination of this Agreement and/or any Statement of Work hereunder.

### 5. Indemnity, Warranty, Remedy, Limitation of Liability

#### 5.1. Indemnity

A. Each party ("Provider") shall defend, the other party ("Recipient") against any claim that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("Material") infringes a copyright or patent or misappropriates a trade secret of a third party, and will indemnify and hold harmless the Recipient from and against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with such a claim, provided that: (a) Recipient notifies Provider in writing within thirty (30) days of the claim; (b) Provider has sole control of the defense and all related settlement negotiations; and (c) Recipient provides Provider with the assistance, information and authority reasonably necessary to perform the above. Provider shall reimburse Recipient for its reasonable out-of-pocket expenses incurred in providing such assistance.

B. Provider shall have no liability for any claim of infringement or misappropriation to the extent that (a) the Material is based on specifications provided by Recipient, or (b) such claim is based upon Recipient's use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material which was provided to Recipient.

C. In the event that some or all of the Material is held or is reasonably believed by Provider to infringe or misappropriate the intellectual property rights of a third party, Provider shall have the option, at its expense, to (a) modify the Material so it no longer infringes or misappropriates; (b) obtain for Recipient a license to continue using the Material; or (c) require return of the affected Material and all rights thereto from Recipient. If Provider is Us, then You may, upon thirty (30) days prior written notice to Us, terminate the relevant Statement of Work, in which case You shall be entitled to recover the fees paid for that portion of the Material. If You are the Provider and such return materially affects Our ability to meet its obligations under the relevant Statement of Work, then We may, upon thirty (30) days prior written notice to You, terminate such Statement of Work, in which case You shall pay Us for Professional Services rendered through the date of termination on a T&M or percent of completion basis as appropriate.

#### 5.2. Warranty and Disclaimers

A. We warrant that the Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.

B. You must report any deficiencies in the Professional Services to Us in writing within thirty (30) days of performance of such services in order to receive warranty remedies.

C. This warranty is exclusive and in lieu of all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

### 5.3. Warranty Remedy

For any breach of the warranty in Section 5.2, Your exclusive remedy, and Our entire liability, shall be the re-performance of the Professional Services. If We are unable to re-perform the Professional Services as warranted, You shall be entitled to recover the fees paid to Us for the deficient Professional Services.

### 5.4. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special, consequential, reliance or cover damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Neither party's aggregate liability for damages hereunder shall exceed the total amount of fees paid and/or due by You under the applicable Statement of Work.

## 6. General

### 6.1. Cooperation; Delays

A. Each party agrees to cooperate reasonably and in good faith with the other in the performance of the Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from its employees and agents, continuous administrative access to its ServiceTrade account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

B. You are also responsible for the following: (i) assigning a dedicated internal project manager for each Statement of Work to serve as a single point of contact for Us; (ii) defining and maintaining its business objectives and requirements that will guide its use of the ServiceTrade application; (iii) reviewing customizations made to the ServiceTrade application for conformance with relevant requirements; (iv) training Your users generally in the use of the ServiceTrade application; and (v) administering the ServiceTrade application generally for Your own internal business purposes.

C. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their

duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

D. Except where the relevant Statement of Work provides otherwise, scheduling of Our resources must be agreed to no later than ten (10) business days prior to the date work is scheduled to begin. Subsequent scheduling changes requested by You may result in additional fees. Delays caused by You under a Statement of Work to which We have dedicated resources and begun work will be billed to You as follows: (i) offsite planned resources will be billed at 50% of the planned hours during the period of the delay; and (ii) onsite planned resources will be billed at 100% of the planned hours during the period of the delay (maximum of 8 hours per business day). Delays caused by You that exceed ten (10) business days shall entitle Us to terminate the relevant Statement of Work for cause immediately upon written notice.

## 6.2. Confidentiality

"Confidential Information" shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law. Each party agrees to hold the other's Confidential Information in confidence, and not to use or disclose such Confidential Information other than in connection with performance of obligations hereunder.

## 6.3. Acceptance

A. Upon completion of any deliverable under a Statement of Work that explicitly requires delivery of a tangible artifact of services such as a computer program, a document, a dataset, or any similar tangible service artifact, We will provide a complete copy thereof to You and, upon request, demonstrate to You its functionality in conformance with the relevant specifications. You are responsible for conducting any additional review or testing of such deliverable pursuant to any applicable acceptance criteria or test suites agreed upon by the parties for such deliverable.

B. If You, in Your reasonable and good faith judgment, determine that any submitted deliverable does not meet the applicable functional requirements set forth for such deliverable in the relevant Statement of Work, You must notify Us within ten (10) business days after Our submission of the deliverable to give written notice to Us specifying any deficiencies in detail. We shall use commercially reasonable efforts to promptly cure any such deficiencies within twenty (20) business days of such notice and then resubmit the deliverable for further review and acceptance testing in the same manner. Should any deliverable fail to satisfy the applicable functional requirements after the second resubmission of such deliverable to You, You may (i) again reject the deliverable and return it to Us for further cure and resubmission; or (ii) terminate

the relevant Statement of Work for cause immediately upon written notice and recover all Professional Services fees associated with such deficient deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the Statement of Work are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a deliverable, the parties shall cooperate in good faith to appropriately modify such requirements.

C. You shall provide Us a written acceptance of each deliverable promptly upon acceptance. Failure to reject a deliverable within the applicable acceptance period shall be deemed acceptance of such deliverable.

#### 6.4. Changes to Scope

Any changes to the scope of work under a Statement of Work shall be made by written change order or amendment to the Statement of Work signed by an authorized representative of each party prior to implementation of such changes.

#### 6.5. Relationship between the Parties

We are an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. Each party shall maintain appropriate worker's compensation and general liability insurance for its employees.

#### 6.6. Governing Law; Venue

This Agreement shall be governed by the internal laws of the State of North Carolina. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Wake County, North Carolina. We and You agree to submit to the jurisdiction of, and agree that venue is proper in, said courts.

#### 6.7. Notice

All notices hereunder shall be in writing and shall be delivered to the other party's project manager or to the first address listed in the applicable Statement of Work (if to You) or to Our address on the Statement of Work (if to Us). Notice shall be effective upon receipt.

#### 6.8. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

#### 6.9. Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of

this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

#### 6.10. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter thereof. Neither this Agreement nor any Statement of Work hereunder may be modified or amended except in a writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions that may be attached to Your purchase order, whenever received by Us, shall be null and void and superseded in full by the terms of this Agreement and the applicable Statement of Work.

#### 6.11. Subcontractors

We may, in Our reasonable discretion, use third party contractors inside or outside the United States to perform any of Our obligations hereunder, including but not limited to migration of Your data.