



Recurring Professional Services Terms and Conditions

These Recurring Professional Services Terms and Conditions govern the provision of annually recurring professional services and form part of the Hosted Software and Services Agreement or software as a service agreement (the "**Agreement**") between Cority Software Inc. or its affiliate ("**Cority**") identified on the order form or statement of work, and the entity identified as "**Client**" on the order form or statement of work.

By entering into an order form, statement of work and/or an Agreement that references and incorporates these Terms and Conditions, Client accepts the terms and conditions set forth herein. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity to these terms and conditions.

All capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

1. **GENERAL TERMS AND CONDITIONS**

1.1. If Client has purchased a subscription to the Cority Advantage Program ("**CAP**"), Cority Administration Services ("**CAS**"), Recurring Advisory Services ("**RAS**") and/or Annual Budgeted Services ("**ABS**"), the following terms and conditions apply:

1.1.1. For each subscription, Cority will provide Client with the subscription hours set forth in the Recurring Professional Services table of the order form, statement of work or the Agreement on an annual basis. Any subscription hours remaining unused by the end of each 12-month subscription period will be waived and forfeited.

1.1.2. The subscription for recurring professional services requires a minimum commitment of two (2) years ("**Initial Subscription Commitment**"). If Client terminates the Agreement or the subscription before expiration of the Initial Subscription Commitment, it will pay an early termination fee equal to the balance of annual fees payable for such commitment period.

2. **SUBSCRIPTION SPECIFIC TERMS AND CONDITIONS**

2.1. **Cority Advantage Program.** If Client has purchased a subscription to CAP, the following terms and conditions apply:

2.1.1. CAP hours may be used to perform any professional services remotely, except any professional services related to new software implementation projects including, without limitation, the implementation of new cloud solutions and modules, custom integrations, legacy data conversions, or migrations from an older version of the Cority Platform.

2.2. **Cority Administration Services.** If Client has purchased a subscription to CAS, the following terms and conditions apply:

2.2.1. Cority will assign a consultant to perform administration services related to the Software for up to 49 weeks per year. CAS hours may be used to:

- (a) Support the normal operation and maintenance of the software licensed under the Agreement.
- (b) Evaluate new features and identify potential benefits to the clients' workflows to improve efficiency, reduce manual entries, improve data quality or any other function that improves the use of the application for the client.
- (c) Provide expert training and develop tailored training guides or videos for the client.
- (d) Assist with regression testing of new releases before moving into production.
- (e) Support in resolving issues identified by end users to provide workarounds (if available).
- (f) Log issues and manage communication with Cority's customer support.

- (g) Develop roll out strategies and plans for onboarding new sites into the current business process.
- (h) Develop reports as needed to support site-level or corporate-level reporting with Cority out of box functionality.
- (i) Provide general advisory services.

2.2.2. Cority may replace the consultant if reasonably required.

2.3. **Recurring Advisory Services and Annual Budgeted Services.** If Client has purchased a subscription to RAS and/or ABS, the following terms and conditions apply:

2.3.1. The services provided through the RAS and/or ABS subscription will be agreed upon by the parties in a SOW.