Professional Services Statement of Work

Advisory Hours

This Advisory Hours Statement of Work ("SOW") describes the certain services ("Professional Services") to be performed by Branch Metrics, Inc. ("Branch") for Customer (each a "Party", collectively the "Parties") and is effective as of the date of Customer's Order Form (the "Effective Date"). By executing this SOW, Customer agrees to the terms of this SOW and the Professional Services Terms & Conditions available at https://legal.branch.io/#professional-services (the "PS Terms"). Any capitalized terms not otherwise defined herein shall have the meaning set forth in the PS Terms. In the event of any conflict or inconsistency between this SOW and any Order Form referencing this SOW, the SOW shall control.

I. **SCOPE OF PROFESSIONAL SERVICES**

Branch provides Professional Services in the form of Customer advisory hours and services to Customer within the scope of work set forth below (the "Project"). Subject to the terms and conditions of this SOW, the PS Terms, the executed order form between the parties ("the Order Form"), and the applicable Terms and Conditions or Master Services Agreement, Customer shall be entitled to the number of advisory hours specified in the Order Form. Branch's provision of Professional Services is contingent on Customer's payment of all applicable fees under the Order Form and adherence to the aforementioned contracts. Branch and Customer (collectively, the "Project Team") will each commit reasonable resources as needed to support the execution and completion of the Project in accordance with this SOW.

II. **SCOPE OF WORK**

Branch reserves the right to define and adjust the Professional Services provided within the Advisory Hours, aiming to facilitate the Customer's enablement of and onboarding to Branch's platform during the term specified in the Order Form (the "Term"). The following services may be offered by Branch but will vary depending upon the actual scope of work as determined by the parties during the initial consultation:

Engagement Initiation & Planning

- **Branch's Role:**
  - Supporting project management tasks, as deemed necessary, to ensure the successful completion of the Project.
  - Provide the following resources to assist the Customer during the engagement: Project Guides, Project Tracker, Quality Assurance (QA) Plan, Question & Answer Tracker, Project Summary/Go-Forward Guide, links to Branch University, and a Training Guide.
- **Customer Requirements:**
  - The Customer must assign a single Project Owner before the project kickoff to coordinate customer-side tasks for all Branch products.
  - The Customer is required to allocate adequate resources and time to ensure successful integration with Branch and effective enablement of Branch's products.

Engagement Execution & Delivery

- **Branch's Role:**

  - Provide and facilitate 45 to 60-minute one-time sessions with Customer Stakeholders, including kickoffs, introductions, discovery, overviews, and training workshops, as determined by Branch.
  - Technical workshops will be conducted as per Branch's discretion, covering various aspects relevant to the project.
  - Recurring sessions may be scheduled by Branch, with the frequency and content of these sessions subject to Branch's assessment.
  - Branch may support implementation, audit, or expansion tasks as they relate to the Branch platform or products.
  - Advising on ad-hoc requests for support related to new use case implementation advisory, consultation to optimize existing implementation with best practices, or implementation validation.
- **Customer Participation:**
  - The Project Owner must actively participate in scheduled meetings and assist in keeping internal Customer resources focused and responsive to Branch's requests.
  - The Customer shall collaborate with Branch in identifying and ensuring the availability of internal stakeholders necessary for the project's success.

Engagement Testing & Quality Assurance

- **Branch's Role:**
  - Provide guidance as it deems necessary for testing the integration and ensuring the products function as intended.
- **Customer Participation:**
  - The Project Owner must actively participate in prioritizing testing & quality assurance with internal Customer resources focused and responsive to Branch's guidance.
  - The Customer shall collaborate with Branch in identifying and ensuring the availability of internal stakeholders necessary for testing and quality assurance.

Engagement Project Close

- At the end of the Term, Branch may deliver a summary of the Project, including any outstanding work, to the Customer.

The Project Team will coordinate in good-faith to allocate the Advisory Hours with Professional Services, of the nature and scope specified below, to facilitate Customer's enablement of and onboarding to Branch's platform during the Term (the "Scope of Work").

III. CUSTOMER PROJECT ROLES AND RESPONSIBILITIES

The following table sets forth standard Customer roles (not individuals) and expectations. Customer acknowledges its participation in the Project, including the assignment and fulfillment of these roles, is essential to the Project's timely completion and success. The chart below is Branch's estimate of frequency and hours expected for successful engagement. These estimates may vary depending upon the scope of a given project and must be confirmed in writing if deviating from these expectations.

Role	Responsibility	Frequency	Estimated Hours
Sponsor	Responsible for providing Customer resources needed for successful Project Completion, and promote process change where necessary	Once	4 Hours
Project Manager	Responsible for the oversight of Customer resources, schedules and responsibilities including:	Weekly	5-7 Hours

	• Attending all key Project meetings • Being a point of contact for day-to-day operations • Securing participation (as required) of key business process owners • Participating in Project meetings		Per Week
Administrator	Responsible for ongoing administration of Branch's Services, once Professional Services are delivered • Manages user acceptance tasks, including QA testing, training and adoption • Manages the organization's ongoing use of Branch's Services	Weekly	2 Hours Per Week
Functional Consultant(s) / Business Process Owner(s)	Responsible for review and acceptance of Branch integration and identification of exceptions/risks • Attends Project meetings related to area of ownership • Assists in the definition of unique processes outside of standard Branch practices • Participates in user acceptance testing activities	Weekly	5-7 Hours Per Week
Extended Team	Additional Customer resources as needed to support the scope of the Project	Weekly	2-3 Hours Per Week

IV. **GENERAL TERMS**

The Parties acknowledge and agree on the following:

Professional Services. The Professional Services will be rendered only for the Branch App ID(s) specified in the Order Form. Upon the Effective Date, Customer will: (i) allocate appropriate resources necessary to support the completion of the Project, (ii) delegate a single Project Owner prior to commencement of the Project; (iii) test Branch integration and products for quality assurance purposes to ensure that the Branch integration and products are working as intended; and (iv) grant all necessary access rights and permissions to Branch's Project team members to enable them to perform integration development and testing.

Advisory Hours. For services rendered, Branch shall account for time expended in hourly increments by deducting from the pre-purchased pool of Advisory Hours. Records of service hours and remaining Advisory Hours will be maintained and provided to the Customer on a periodic basis. Once the Advisory Hours are fully consumed, Branch will notify the Customer. The Customer may opt to purchase additional hours per the terms and conditions in this SOW.

These pre-purchased Advisory Hours will expire upon the conclusion of the Term. Customer will not be entitled to any refund or service credit for expired or unused Advisory Hours. Customer may purchase additional Professional Service hours ("Additional Hours") by following the Change Order Process. Advisory Hours may only be utilized as specified in the delineated categories under Section II, Scope of Work.

Requesting Hours. Customer may utilize the Advisory Hours during the Term of this SOW by requesting usage of the hours 30 days prior to the intended use date, unless otherwise mutually agreed to in writing by the parties. A customer may request a maximum of 50 of its Advisory Hours to be used in a given calendar month, unless otherwise agreed to by the parties in writing.

Change Order Process. A Customer may request to purchase Additional Hours or request modification to this SOW by submitting a written request via email to its respective point of contact. Upon receipt, Branch will prepare an updated quote for review, which may include modification or clarification on the scope of work requested. Branch reserves the right to offer Additional Hours at a different pricing structure than the Advisory Hours. Acceptance of this offer will only occur after Customer affirmatively responds to the updated quote with explicit authorization to proceed with the Change Order at the price quoted by Branch.

V. **OUT OF SCOPE**

Customer acknowledges and agrees that:

1. **Advisory Hours Limitation:** Any work exceeding the Advisory Hours as stipulated in Section I of this SOW will not be undertaken by the Vendor unless explicitly agreed upon in a separate written agreement or through a duly executed Change Order.
2. **Scope of Work Boundary:** Work that falls outside the defined Scope of Work in Section II is deemed out-of-scope and will not be performed under the terms of this SOW. Should the Customer require any additional work that is not encompassed within the current Scope of Work, such work may only be incorporated into this Statement of Work through a mutually agreed upon separate written addendum or an approved Change Order as outlined in Section IV.
3. **Out-of-Scope Work Includes, But Is Not Limited To:**

- **Code Creation:** Any development or scripting not explicitly outlined in the Scope of Work.
- **Unlisted Applications:** Services or time devoted to applications not specifically enumerated in this SOW.
- **Testing and QA:** Comprehensive testing and quality assurance of Branch App ID(s) or other components not detailed in this SOW.
- **Additional Collaborative Efforts:** Workshops, meetings, or any form of collaborative engagement beyond those listed in this SOW.
- **Link Template Management:** Ongoing management or modifications of link templates post-implementation.
- **Post-Completion Support:** Resolution of issues, break fixes, or any support services after the project reaches its completion stage as defined in this SOW.

By executing this SOW, the Customer expressly consents to these limitations and acknowledges that any request for out-of-scope work will require additional negotiation and formal documentation through a Change Order or separate agreement.

VI. **PROJECT FEES & BILLING.**

As consideration for the Advisory Hours and provision of the Professional Services, Customer will pay Branch the fees specified in the Order Form.

Customers shall pay the Project Fees to Branch within thirty (30) days of the invoice date. Customer is responsible for the integration and launch of the Services. Customer must pay the Project Fees regardless if the actual implementation is completed. If Customer disputes any portion of the invoiced fees, then Customer must adhere to the following dispute resolution process: (i) all undisputed amounts will be paid in accordance with the terms in this Order Form, and (ii) all billing disputes must be submitted in writing to billing@branch.io within ninety (90) days of the invoice date. If payment by Customer for any invoiced amount is not received by Branch by the due date set forth in the applicable invoice, then without limiting Branch's rights or remedies, those charges may accrue late interest at the rate of 2.5% (or the maximum rate permitted by law) of the outstanding balance per month.

If Customer utilizes all of its Advisory Hours and desires additional Professional Services, then Customer may request the reservation of additional hours of Professional Service resources from Branch at a rate specified in the Change Order.