

Professional Services Terms & Conditions

These Professional Services Terms & Conditions (“**PS Terms**”) are entered into by and between of Branch Metrics, Inc., a Delaware corporation (“**Branch**,” “**Branch Metrics**,” “**we**,” or “**us**”) and the entity or person purchasing certain Professional Services made available by Branch (“**Customer**” or “**you**” or “**your**”). By entering into a statement of work for Professional Services (“**SOW**”) you agree to be legally bound by and warrant that you are authorized to agree to these PS Terms on behalf of you and/or your company. Branch may update these PS Terms from time to time. The updated version of these Term will be available at <https://legal.branch.io/#professional-services> (or its successor URL) and effective and binding as of the date indicated at the top of these PS Terms. All other relevant terms are set forth in the Agreement. In the event there is a conflict omission, or inconsistency between the terms of the Professional Service Advisory Hours SOW or any other SOW and these PS Terms as it relates to Professional Services, then these PS Terms shall control. In the event of a conflict, inconsistency, or omission between these PS Terms and Branch’s Terms and Conditions, or other mutually agreed upon terms of service or Master Service Agreement between the parties, collectively defined as the “**MSA**”, the MSA shall control.

I. DEFINITIONS.

- a. “**Branch Materials**” means any documentation, technical configuration, workflow templates, starter code, software components, content, materials, methodologies, or other intellectual property that is developed, conceived, or acquired by Branch or its Affiliates (a) prior to the SOW Effective Date or (b) outside of the scope of the Agreement.
- b. “**Branch PS**” means Branch’s professional services organization including Branch’s and its Affiliates’ employees and subcontractors that assist in providing the Professional Services.
- c. “**Change Order**” means any mutually signed written agreement to change the terms of an SOW. Change Orders will be deemed incorporated by reference in the applicable SOW, or Order Form in the absence of an SOW. To be valid, the Change Order must follow the Change Order Process as set forth in the SOW.
- d. “**Customer Materials**” means Customer-owned or licensed materials, including but not limited to content libraries, logos, trademarks, information, facilities, software, hosted platforms, APIs, personnel, systems, and infrastructure, that are provided to Branch in connection with the Professional Services.
- e. “**Effective Date**” means the date set forth in the SOW on which the SOW takes effect.
- f. “**SOW**” means the statement of work agreed upon by Branch and Customer which outlines the scope of Professional Services being provided to Customer by Branch.
- g. “**Professional Services**” means the limited consulting, onboarding, or other professional services described in an SOW, in accordance with Professional Services expressly excludes Branch’s other Services.
- h. “**Services Agreement**” means the order form or other ordering documentation governing Customer’s use of Services.
- i. “**Services**” means both Professional Services and SaaS Services.
- j. “**SaaS Services**” means software-as-a-service products offered by Branch to Customer.

II. SCOPE OF SERVICES. The SOW sets forth the Professional Services to be provided by Branch to Customer. Any item or activity not expressly included within the scope of a SOW is deemed outside the scope and may require a Change Order or separate SOW, which may be subject to additional fees. Professional Services referenced in a SOW are in support of Branch's Services, as defined in the Services Agreement. For the avoidance of doubt, Branch's provision of the SaaS Services is governed by the applicable SaaS terms and conditions or master service agreement as identified in the Services Agreement.

III. TERM AND TERMINATION.

- a. The term and any applicable timelines for the delivery of Professional Services shall be set forth in the SOW. In the event either Party desires to extend or revise the delivery obligations, the Parties shall enter a mutually agreeable Change Order that outlines all such changes and any additional fees or credits, as applicable.
- b. Either Party may terminate this SOW if the other Party is in material breach of an SOW or the Services Agreement and fails to cure that breach within thirty (30) days after receipt of written notice. Any termination of the applicable Services Agreement will also terminate this SOW.

IV. RESTRICTIONS ON USE. Except as expressly permitted under these PS Terms, Customer will not, and will not permit anyone else to: (a) film or record Branch's delivery of Professional Services or Branch Materials, (b) use the Professional Services for the purposes of evaluating or monitoring their quality or performance, or for any other benchmarking or competitive purposes; (c) remove or alter proprietary notices from the Professional Services or Branch Materials; or (d) use, sell, copy, modify, create derivative works based on, publicly perform, publicly display, or distribute the Professional Services or Branch Materials except as necessary to facilitate Customer's use of Branch's Professional Services and/or the Services.

V. INTELLECTUAL PROPERTY.

- a. **Customer Materials.** Customer retains all right, title, and interest in and to all confidential information as the parties define such term in the MSA, and if undefined as commonly understood by industry standards ("Confidential Information") of Customer and Customer Materials. Customer grants Branch a worldwide, non-exclusive right to use, copy, distribute, create derivative works based on, display, and modify Customer Materials as is reasonably necessary for Branch to provide the Professional Services to Customer under an SOW. Customer represents and warrants that it has all rights and consents necessary to provide the foregoing license to Branch and that it will use best efforts to timely provide Customer Materials upon Branch's reasonable request in relation to an SOW.
- b. **Deliverables and Branch Materials.** Branch owns and reserves all right, title, and interest in and to all of its Confidential Information, Branch Materials, deliverables, and all intellectual property created or used by, or on behalf of, Branch in providing the Professional Services, including without limitation, all processes, know-how, code, data, reports and related materials (and modifications or derivatives thereof). Subject to Customer's timely payment of all undisputed fees for the Professional Services, Branch grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, right and license to use (i) the Branch Materials solely as necessary in for Customer's internal business purposes to use the Services purchased under the Services Agreement. Nothing contained in these PS Terms limits Branch's right to develop, use, market, or sell services or products that are similar to the Professional Services provided to Customer pursuant to a SOW, or to use such Professional Services (excluding Customer Materials and Confidential Information of Customer) to perform similar services for any other purposes, including without limitation in connection with other projects and customers.

VI. COMPLETION. Unless otherwise expressly stated in the applicable SOW, all Professional Services will be deemed completed after Branch fulfills its obligations under the applicable SOW

VII. FEES

- a. **Fees.** Customer will pay Branch fees for the Professional Services at the rates specified in the applicable SOW within

forty-five (45) days of receipt of invoice or as otherwise agreed to by the parties in the Services Agreement.

VIII. PERFORMANCE & RESPONSIBILITIES.

- a. **Branch Performance.** The Branch PS team that will perform the Professional Services as set forth in the SOW. Branch retains the exclusive right to select the Branch personnel that will provide the Professional Services and to make changes to such personnel in Branch's discretion. As between Customer and Branch, Branch is responsible for (i) the performance of the Professional Services by its personnel in accordance with these PS Terms and (ii) all matters related to the employment of Branch's personnel, including, without limitation, compensation, benefits, and any statutory obligations. Branch reserves the right to reject any request for work outside the scope of the SOW. Branch and Customer will use commercially reasonable efforts to attend all scheduled meetings and meet all agreed-to deadlines. The timeliness of communications and other activities by Customer will directly affect Branch's ability to meet agreed-to delivery dates or other schedule deadlines. Delays resulting from Customer-owned (or licensed) software or hardware issues may reasonably require the Parties to contemplate additional fees or delivery extensions in a Change Order. Professional Services will be performed during Branch's normal business hours (9 AM to 6 PM local time, Monday – Friday, excluding nationally recognized holidays). Issues raised outside of normal business hours must be sent to support@branch.io.
- b. **Customer Responsibilities.** Customer is responsible for 1) all timely implementation of Branch's Service, including any technical SDK implementation, and 2) any engagement and management of third-party vendors that Customer uses in conjunction with Branch, including any applications and/or services with which Branch's Services may be connected through integrations. Customer acknowledges that use of third-party technology and/or services not already licensed or purchased by Customer may require additional licenses and fee(s) that must be obtained separately by the Customer from the specific third-party provider of such applications and/or services. Customer will cooperate reasonably and in good faith with Branch in its provision of the Professional Services including, without limitation: (a) providing Branch with sufficient resources and knowledgeable employees or staff of Customer; (b) timely access to accurate and complete Customer Materials; (c) timely, accurate, and complete responses to inquiries or requests for feedback or information from Branch; (d) appointing a Customer representative for each Professional Services project to serve as a primary point of contact for Branch and to make authorized decisions on behalf of Customer; (e) actively participating in scheduled project meetings with Branch, and (f) abiding by Customer obligations specified in the applicable SOW. If Customer's failure to comply with this Section VII(b) prevents or unreasonably delays Branch from performing the Professional Services, then, at Branch's reasonable discretion, Branch may terminate its obligation to continue performing the affected portion of the Professional Services, or the SOW where Branch's ability to continue performing a majority of the remaining Professional Services is prevented or unreasonably delayed, and Branch will not be responsible for any delays or liabilities resulting therefrom.