

CONSULTING SERVICES SUPPLEMENTAL TERMS AND CONDITIONS (“SUPPLEMENT”) to the GENERAL TERMS AND CONDITIONS FOR SOLO SERVICES

SOLO and Customer have agreed that SOLO will provide to Customer certain Consulting Services. This Supplement to the General Terms and Conditions for Solo Services (“GTC”) applies solely to Consulting Services and not to any other SOLO product or service.

Capitalized terms in this Supplement but not defined have the meaning defined in the GTC.

1. DEFINITIONS

- 1.1. **“Change Request”** means a change request made in accordance with section 4 of this Supplement and in the form made available by SOLO from time to time or included in the Order Form.
- 1.2. **“Consultants”** means employees and third-party contractors which SOLO utilizes to provide Consulting Services to Customer.
- 1.3. **“Consulting Services”** means Professional Services as defined in the GTC in conjunction with the applicable Service Descriptions and/or Scope Documents, if applicable.
- 1.4. **“Deliverables”** means those specific Work Products which are explicitly identified as a “Deliverable” under the applicable Order Form.
- 1.5. **“Order Form”** means the applicable ordering document for Consulting Services that references the GTC and this Supplement.
- 1.6. **“Scope Document”** means the document that is provided with and becomes part of the Order Form and which defines sometimes in conjunction with a Service Description the Consulting Services to be provided.
- 1.7. **“Service Description”** means pre-defined descriptions of services found at <https://www.solo.com/termsandconditions> current as of the effective date of the Order Form which in conjunction with a Scope Document defines the Consulting Services to be provided and becomes part of the Order Form.
- 1.8. **“Work Product”** means any work product or tangible results produced by or with SOLO, including works created for or in cooperation with Customer.

2. PROVISION OF SERVICES

- 2.1. Performance.
 - 2.1.1. SOLO will provide the Consulting Services in accordance with the Order Form, the GTC and this Supplement.
 - 2.1.2. If any Consulting Service, in whole or in part, cannot be provided by SOLO due to a Customer issue and Customer fails to provide SOLO with reasonable advance notice, the time spent by SOLO resources on such Consulting Service will be charged to Customer.

2.2. Replacement.

If at any time Customer or SOLO is dissatisfied with the material performance of a Consultant or a Customer project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of SOLO, shall be subject to staffing availability).

2.3. Rights.

Customer shall ensure to have all necessary use rights for the Cloud Service as well as any relevant third party license or use rights required to perform the Consulting Services.

3. CUSTOMER RESPONSIBILITIES

- 3.1. Access, System Security and Data Safeguards
 - 3.1.1. Customer will make the necessary arrangements to allow SOLO to perform the Professional Services, including the availability of consistent, stable and fast remote connectivity and the necessary authorizations for remote access to Customer’s systems.

- 3.1.2. If the Professional Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities.
- 3.1.3. When SOLO is given access to Customer's systems and data, SOLO shall comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Customer shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SOLO access to Customer systems or personal information (of Customer or any third party) unless such access is essential for the performance of Consulting Services under the Agreement. No breach of this provision shall be deemed to have occurred in the event of SOLO's non-conformance with the aforementioned safeguard but where no personal information has been compromised.

3.2. Customer Cooperation

- 3.2.1. Customer shall provide and make available all Customer personnel that SOLO reasonably requires in connection with performance of the Professional Services and as may be further addressed in an applicable Order Form.
- 3.2.2. Customer shall appoint a contact person with the authority to make decisions and to supply SOLO with any necessary or relevant information expeditiously.

4. CHANGE REQUEST PROCEDURES

- 4.1. Either party can request changes to the Consulting Services.
- 4.2. SOLO is not required to perform under a Change Request prior to the execution by the parties of the applicable Change Request.

5. FEES AND TAXES

Customer shall pay fees as stated in the Order Form. If Customer does not pay any fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SOLO may suspend the provision of Consulting Services until payment is made. SOLO shall provide Customer with prior written notice before any such suspension. Purchase orders are for administrative convenience only. SOLO may issue an invoice and collect payment without a corresponding purchase order.

6. TERMINATION

6.1. Termination of the Agreement

- 6.1.1. Either party may terminate the Agreement (excluding agreements for fixed-price Consulting Services) upon 30-days prior written notice to the other party, unless otherwise agreed in a Consulting Services Order Form.
- 6.1.2. Section 6.2 of the GTC (Termination for material breach) applies to this Section 6.

6.2. Effect of termination

- 6.2.1. Upon the effective date of termination of the Agreement, Customer shall be liable for payment of all costs, fees and expenses up to the effective date of termination for:
 - a) any completed, partially completed or scheduled Consulting Services from any phase or milestone;
 - b) any reasonable committed costs or expenses; and
 - c) any non-refundable travel costs including visa costs and related expenses.
- 6.2.2. Upon the effective date of termination of the Agreement, the section in the GTC regarding destruction and return of Confidential Information applies. The obligation to destroy or return Confidential Information shall not apply to Work Products provided by SOLO to Customer, unless the Agreement is terminated by SOLO in accordance with the GTC.

6.3. Survival

Sections 1, 5, 6, 7, **Error! Reference source not found.**, 9, 10 and 11 of this Supplement survive the expiry or termination of the Agreement

7. USAGE RIGHTS AND RESTRICTIONS

- 7.1. Any Consulting Services, Deliverables and Work Products provided by SOLO to Customer prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SOLO and shall be governed by the terms of the Agreement. If no Order Form is completed, all Consulting Services, Work Products and Deliverables must be returned or deleted and must not be used.
- 7.2. Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Customer will be granted a non-exclusive, non-transferable license to use any Deliverables and Work Products provided to it by SOLO under a relevant Order Form under the Agreement in order to run Customer's and its Affiliates' internal business operations.
- 7.3. Customer may allow its third party service providers to access the Deliverables, Work Product and Consulting Services of SOLO solely for purposes of supporting the Customer or its Affiliates and provided that such third party service provider is obligated under substantially similar written terms to protect SOLO Confidential Information. Customer shall be responsible for breaches of the Agreement caused by its third party service providers. Customer must immediately notify SOLO in writing if any third party gains unauthorized access to SOLO proprietary materials or Confidential Information. Customer shall take all reasonable steps to stop such unauthorized access.

8. CONSULTING SERVICES WARRANTY

- 8.1. Good industry practices
 - 8.1.1. SOLO warrants that its Consulting Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Consulting Services.
 - 8.1.2. SOLO does not warrant error-free or uninterrupted operation of any Service or Deliverable or that SOLO will correct all non-conformities.
- 8.2. Notification

Customer shall notify SOLO within 90 days of provision of the Service in writing of the alleged warranty breach and provide SOLO with a precise description of the problem and all relevant information reasonably necessary for SOLO in order to rectify such warranty breach.
- 8.3. Remedy

Provided Customer has notified SOLO in accordance with Section 8.2 of a warranty breach and SOLO validates the existence of such warranty breach, SOLO will, at its option:

 - a) re-perform the applicable Consulting Services; or
 - b) refund the fee paid or reallocate quota for the specific non-conforming Service.
- 8.4. Exclusions

This warranty shall not apply:

 - a) if the Deliverables are not used in accordance with any applicable documentation provided; or
 - b) if the alleged warranty breach is caused by a modification to the Deliverable, Customer or third party software.

9. THIRD PARTY CLAIMS

- 9.1. Claims brought against Customer
 - 9.1.1. SOLO will defend Customer against claims brought against Customer and its Affiliates by any third-party alleging that Customer's and its Affiliates' use of the Deliverables infringes or misappropriates a patent claim, copyright or trade secret right. SOLO will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SOLO enters into) with respect to these claims.
 - 9.1.2. SOLO's obligation under Section 9.1.1 will not apply if the alleged claim results from:
 - a) use of the Deliverables in conjunction with any other software, services or any product that SOLO did not provide;
 - b) use of the Deliverable provided for no fee;

- c) Customer's failure to timely notify SOLO in writing of any such claim if SOLO is prejudiced by Customer's failure to provide or delay in providing such notice;
 - d) modification of the Deliverable by Customer or by a third party on behalf of Customer;
 - e) anything that Customer provides to SOLO including configurations, instructions or specifications in relation to Consulting Services; or
 - f) any use of the Consulting Services not permitted under the Agreement.
- 9.2. If a third party makes a claim under Section 9.1 or in SOLO's reasonable opinion is likely to make such claim, SOLO may, at its sole option and expense:
- a) procure for Customer the right to continue using the Deliverable under the terms of the Agreement; or
 - b) replace or modify the Deliverable to be non-infringing without material decrease in functionality.
- 9.3. If these options are not reasonably available, SOLO or Customer may terminate the Agreement relating to the affected Deliverable upon written notice to the other.
- 9.4. SOLO expressly reserves the right to cease such defense of any claim(s) in the event the applicable Deliverable is no longer alleged to infringe or misappropriate the third party's rights.
- 9.5. Claims Brought Against SOLO
- 9.5.1. Customer shall defend SOLO and its Affiliates against claims brought against SOLO by any third party arising from or related to:
- a) any Customer use of the Consulting Services in violation of any applicable law or regulation; and
 - b) an allegation that the Customer Data, Customer's use of the Consulting Services or anything Customer has provided to SOLO including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party.
- 9.5.2. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Authorized Users or by the conduct of a third party using Customer's access credentials.
- 9.6. The Third Party Claim Procedure Section and the Exclusive Remedy Section of the GTC apply to this Section.

10. LIMITATION OF LIABILITY

10.1. No Cap on Liability

Neither party's liability is capped for damages resulting from:

- a) death or bodily injury arising from either party's gross negligence or willful misconduct; and/or
- b) any failure by Customer to pay any fees due under the Agreement.

10.2. Except as set forth in Section 10.1 above, the maximum aggregate liability of either party (or their respective Affiliates, SOLO licensors or SOLO's subcontractors) to the other or any other person or entity for all events (or series of connected events) shall not exceed the fees paid for the applicable Consulting Services under the relevant Order Form.

10.3. Exclusions to damages

In no case will:

- a) either party (or its respective Affiliates or SOLO's subcontractors or licensors) be liable to the other party for any special, incidental, consequential or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and
- b) SOLO be liable for any damages caused by any Consulting Services provided for no fee.

10.4. Disclaimer

Except as expressly provided in the Agreement, neither SOLO or its subcontractors or licensors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or Consulting Services will be secure, uninterrupted or

error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SOLO or product roadmaps in obtaining the Consulting Services.

11. MISCELLANEOUS

11.1. Subcontracting

SOLO may use subcontractors to provide all or part of the applicable Consulting Services under the Agreement. SOLO is responsible for the performance of any Consulting Services by a subcontractor to the same extent as it would be if performed by its own employees.

11.2. Non-Solicitation

Neither party shall knowingly solicit or hire, the other party's employees involved in the Consulting Services during the term or for a period of 6 months from the termination of the applicable Order Form, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

11.3. Hierarchy

In the event of any inconsistencies the following order of precedence shall apply:

- i. Order Form including Scope Document (if applicable);
- ii. Service Description (if any);
- iii. DPA
- iv. This Supplement;
- v. The GTC.