Statement of Work

NetSuite Implementation and Consulting Services

El Camino Real High School
Woodland Hills, CA
October 27, 2017

Prepared by: Paapri Cloud Technologies

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Contents

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1. Introduction

Effective Date: Later date signed by both Parties below

Customer Name: **El-Camino Real Charter School ("Customer")**

This Statement of Work ("SOW") describes the professional services (the "Professional Services") to be performed by Paapri Cloud Technologies ("Paapri") for Customer (collectively "Parties") pursuant to Appendix – A (Paapri Professional Services Agreement - PSA) of this document. Once executed by the Parties, this SOW shall be incorporated by reference into the PSA Terms. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the PSA Terms, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Capitalized terms used in this SOW shall have the meaning defined under the PS Terms. This SOW may not be modified or amended except in a writing signed by a duly authorized representative of each party.

The terms and conditions and pricing listed in this SOW shall be valid starting from the date this SOW is provided by Paapri to Customer and will expire thirty (30) days from such date, unless executed by the Parties

1.1   Project Context

The customer is in the process of implementing, configuring, customizing and/or integrating NetSuite's proprietary hosted application(s) (the "Service") into Customer's business environment. The customer has requested that NetSuite's Alliance Partner, Paapri Cloud Technologies ("Paapri") provide resources to assist Customer's staff as set forth below (the "Project"). Paapri and Customer shall commit resources to work on the Project (the "Project Team").

2   Scope of Service

This section details the scope of the Project and Paapri Professional Services to be provided pursuant to this SOW.

2.1   Scope Summary

Paapri will provide NetSuite Implementation Services for the client. Paapri's services will include but not limited to functional and technical consulting, data migration consulting, user training and over all hand-holding with client to ensure successful implementation and change management.

2.2   Product Areas

Paapri will provide an all-encompassing accelerated SuiteSuccess implementation service for the Client. This includes every effort to use the out-of-the-box NetSuite Functionalities to fulfill the customer requirements. Gaps, as identified in the requirement gathering phase, or in the alignment calls that are not mitigated by NetSuite Product features will be customized.

Paapri's customization efforts include but not limited to:
- NetSuite Non-Profit Social Impact SuiteSuccess Emerging Market Edition with customization efforts include
  - Netsuite CRM
  - Oneworld enabled
  - Project Management
  - Advanced Financials
  - Fixed Asset Management
  - SuiteSolutions – Non-Profit Midmarket Edition
- Suite Bundles
  - Application Performance Management
  - Last Sales Activity
  - International Tax Bundle
  - Subsidiary Navigator
- SuiteFlow - Workflows
- SuiteBuilder – Forms and Reports Customizations

In case the customization efforts appear to be a detriment in performance, backward compatibility or maintainability of the ERP system, Paapri consultants will work with the customer to find the best-in-class alternatives to the business processes.

Service Category	Service Type	In/Out of Scope
Technical	Technical Consulting	In Scope
	SuiteScript Automation	Out of Scope
	SuiteTalk Integration	Out of Scope
	SuiteFlow Automation	In Scope
	Technical Analytics Consulting	In Scope
	SuiteSolutions Customization	In Scope
SuiteCommerce	Web Design	Out of Scope
	Site Specific Customization	Out of Scope
Data Migration	Data Consulting	In Scope
	Import Services	In Scope
Education	Training Services	In Scope
Testing	Testing Services	Out of Scope

2.3 Process Areas

The Service supports the below standard process areas. Certain process areas of the Service support particular functionalities. Customer wishes to support the below process areas designated as "In Scope" after having determined a set of desired Service functionalities. Customer is responsible for separately procuring the applicable Service and those products that support the below process areas designated as "In Scope." Paapri Consultants will work with the Customer on the configuration of the following standard Service process areas:

Process Areas	In/Out of Scope
Record to Report	In Scope
Design to Build	In Scope
Procure to Pay / Return to Debit	In Scope
Order to Cash / Return to Credit	In Scope
Call to Resolution	In Scope

2.4   General Configuration

This SOW includes the following general configuration and setup activities based on NetSuite Leading Practices:

- Personalization of Company Info, Rename Records/Transactions, Auto-Generated Numbers, & Preferences;
- Review NetSuite Leading Practice reports;
- Installation of NetSuite Leading Practice dashboards, without modification
- Customization of UI forms and printed form relevant to the process areas.
- Setup Roles as configured in the corresponding NetSuite Edition

2.5   SuiteScript Automation

None Identified.

2.6   Solution Plan/ Special Requirements

The following customer requirements have been discovered and identified in the scoping call. The customer process areas and the corresponding proposed customizations are as follows:

- Setup import templates to import summary data from Aeries
- Setup export templates/ Saved Searches to upload data to EdTech
- SACS Reporting – Customized Reports

2.7   Third Party Vendor Integration

The customer is responsible for all coordinating efforts, project plans, requirements and activities for third party vendors involved in the Project. Paapri will not provide any third-party vendor coordination work pursuant to this SOW; scripting and integration work is not in scope for this SOW. In the event that Customer requires Paapri to coordinate with a third-party vendor, a separate SOW shall be required.

2.8   Data Migration

2.8.1   Import Services

Paapri Cloud Technologies will import the following data from Customer's legacy systems into the Service. Customer will be responsible for the necessary data encryption, data extraction, data consolidation and data cleansing work required for all data migration. Paapri Cloud Technologies will provide Customer with

templates for each data type to be migrated and will advise Customer on best practices for data consolidation and data planning. The following tables list the entity/objects in scope for data migration, quantity limits, and the party responsible for data extraction, integrity & imports.

List Data Imports

Ref	Entity / Object	Maximum # Of Records	Import Method	Responsibility for Extraction	Responsibility for Data Integrity	Responsibility for Data Import
1	Chart of Accounts	500	CSV	Customer	Customer	NetSuite
2	Expense Categories	100	CSV	Customer	Customer	NetSuite
3	Bins	1,000	CSV	Customer	Customer	NetSuite
4	Employees	1,000	CSV	Customer	Customer	NetSuite
5	Customers	1,000	CSV	Customer	Customer	NetSuite
6	Vendors	1,000	CSV	Customer	Customer	NetSuite
7	Contacts	2,000	CSV	Customer	Customer	NetSuite
8	Items	10,000	CSV	Customer	Customer	NetSuite

Transaction Data Imports

Ref	Entity / Object	Maximum # Of Records	Import Method	Responsibility for Extraction	Responsibility for Data Integrity	Responsibility for Data Import
1	Inventory Balances	10,000 Items	CSV	Customer	Customer	NetSuite
2	Historical Trial Balance (Consolidated)	1 Yr.	CSV	Customer	Customer	NetSuite
3	Open Trial Balance (Consolidated)	1 CoA	CSV	Customer	Customer	NetSuite
4	Open AR	Total of 2,000 Records	CSV	Customer	Customer	NetSuite
5	Open AP		CSV	Customer	Customer	NetSuite
6	Open Sales Orders		CSV	Customer	Customer	NetSuite
7	Open Credit Memos		CSV	Customer	Customer	NetSuite
8	Open Return Authorizations		CSV	Customer	Customer	NetSuite
9	Open POs		CSV	Customer	Customer	NetSuite
10	Open Vendor Credits		CSV	Customer	Customer	NetSuite

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2.8.2   Data Migration Support

Paapri will provide a Project Hour Allocation of up to 10 hours to support data migration for bill of materials data.

2.8.3   Data Assumptions

Data is expected to be cleansed and mapped to the appropriate Service fields by Customer.

Paapri Cloud Technologies will import no more than two (2) iterations of a data entity/object. The maximum number of records to be imported as described above assumes that Customer has sent clean data entities/object to Paapri Cloud Technologies (data has been cleansed by Customer). Any data import iterations required after two (2) iterations must be purchased separately through the Change Management Process.

3   Project Team

Customer is responsible for providing and ensuring Customer's committed participation of resources required during the Project. The pricing and schedule reflect this important assumption.

This SOW is based on the assumption that the implementation of the Service under this SOW is performed jointly with Customer as a cooperative, hands-on Project, jointly managed by Paapri and Customer pursuant to a shared consulting model for performing an implementation.

Paapri will show Customer how to configure and maintain the system, as described in this SOW. As an example, for a billing implementation, Paapri will show Customer how to create a field in order for Customer to enter their remaining custom fields into the Service. This is a fundamental principle of the Implementation Project approach – Shared project responsibility.

Paapri resources are not dedicated to any single implementation and may be engaged in many implementation projects for various customers.
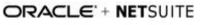
3.1   Project Roles and Responsibilities

It is important to understand this is a list of project roles, not individuals, required to complete the Project. Depending on the size of the engagement, a single individual may take responsibility for any number of roles or a single role may require more than one individual.

Role	Paapri	Customer
Sponsor	Responsible for providing Paapri resources needed for a successful implementation.	Responsible for providing Customer resources needed for a successful implementation and promote process change where necessary.
Project Manager	Responsible for the oversight of Paapri resources, schedules and deliverables. • Attend all key Project meetings • Point of contact for all day-to-day Project operations • Provide guidance and • Assistance for the management of the Project • issues log	Responsible for the oversight of Customer resources, schedules and deliverables. • Attend all key Project meetings • Point of contact for all day-to-day • Project operations • Serve as gatekeeper • for Project • issues log

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	• Lead regular Project status meetings	• Participate in regular Project status meetings
Administrator	Not Applicable	Responsible for all configuration tasks and ongoing Service administration. • Point of contact for all day-to-day configuration sessions • Learn and participate in creation of all Customer specific configurations • Manage user acceptance tasks, • including testing documentation • Drive decisions on data migration • activities • Support and manage organization's ongoing Service use
Functional Consultants / Business Process owners	Responsible for providing leadership and guidance on the overall design and configuration of business process flows. • Point of contact for all day-to-day configuration sessions • Define overall system design to support defined requirements • Guide definition and creation of Customer specific configurations	Responsible for design and acceptance of business process flows. • Attend Project meetings related to area of ownership • Assist in the definition and configuration of processes • Participate in user acceptance • testing activities
Extended Team	As needed NetSuite PS resources (including Subject Matter Experts, Technical and/or Education resources) to support the scope of the Project.	As needed

3.2 Onsite Assumptions

This SOW is created with the assumption of onsite Professional Services. A summary of planned onsite visits by Paapri resources follows.

Stage	Deliverable/Activity	Visits	Resources	Duration
Analyze	Kickoff/ Pre-configuration	1	1	Onsite
Deploy	Go Live	1	2	Onsite
Optimize	Go-live Support Assistance	1	1	Remote

4 Project Assumptions

Customer acknowledges that its participation and cooperation are critical for the success of the Project. Unless otherwise noted in this SOW or agreed to in writing, the following assumptions are based on information provided by Customer to Paapri relating to the Project and have been used to develop Paapri's current level of effort and fees. Deviations from these assumptions may lead to commensurate changes in

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the timeline and fees and will be handled through the Change Management Process described in the PS Terms.

4.1 SOW Term/Expiration

Unless otherwise agreed upon by both Parties and duly executed in writing, the obligation of Paapri to provide Professional Services to the Customer under this SOW expires the earlier of: 1) expiration or termination of the PS Terms; 2) completion of the Professional Services described in this SOW; or 3) 12 months from the Effective Date of this SOW.

4.2 Delivery of Professional Services:

Scope: Any item or activity not specifically included within the scope of this SOW is deemed outside the scope of this SOW. Any changes made to the Approved Business Requirements are outside the scope of this SOW and may require a Change Order or separate SOW.

Remote Professional Services: The Professional Services outlined in this SOW will be provided remotely in English (whether verbally or in writing), with communication via telephone, email and web-conference (the standard platform for online delivery is Zoom Web tools) from Paapri's own facilities.

Onsite Professional Services: If onsite services are incorporated into this SOW, the schedule for any onsite services will be determined between Paapri and Customer upon Project start. If initial onsite or additional onsite Professional Services become necessary during the term of this SOW, then such Professional Services shall be provided subject to the Change Management Process for additional fees.

No Recording: Customer shall not film or record Paapri delivery of Professional Services, NetSuite resources, or NetSuite materials.

Project Hour Allocations ("Project Hour Allocation"): In the event Project Hour Allocations are included within the scope of this SOW, Customer is responsible for identifying the work to be provided by Paapri as Project Hour Allocations under this SOW and Customer is also responsible for determining the priority of objectives regarding such Project Hour Allocations. Customer acknowledges and agrees that: (a) any Project Hour Allocations specified in this SOW include up to the number of Professional Service hours listed and not specific deliverables; (b) any Project Hour Allocations listed in this SOW may not have been fully scoped and there is no assurance that the work identified by Customer for Paapri to provide as Project Hour Allocations can be completed within the hours allotted under this SOW or even that such work can be completed at all; and (c) Paapri reserves the right in its sole discretion to reject any request for work identified by Customer to be provided by Paapri as Project Hour Allocations if Paapri reasonably believes such work is outside of the types of services normally provided by Paapri. Project Hour Allocations may be consumed by Paapri in completing preparations for meetings, completing offline research, completing offline configurations or other action items.

Cancellation / Postponement: Paapri and Customer shall use commercially reasonable efforts to attend all scheduled Project meetings. The repeated cancelation of Project meetings may result in Project delay and additional costs.

Customer Participation: Customer acknowledges and agrees to provide Paapri with prompt and adequate responses to its requests for information and other requests related to the Professional Services to be

performed under this SOW. In the event that Paapri has made a request and Customer has not responded promptly with the requested information, Paapri may issue a "Final 30-Day Project Notice" ("Final Notice") to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that Paapri shall be relieved of any further obligations which have not been completed under the SOW and Customer shall remain liable for payment of all Professional Services fees as set forth herein. Any and all services requested by Customer following the expiration of the aforementioned thirty (30) day period will require Customer and Paapri to execute a new SOW and Customer shall be responsible for any additional Professional Services fees contemplated there under, even if listed in the original SOW.

4.3   Scope of Services:

Standard Functionality: Service functions referenced herein are assumed to be standard functionality implemented through configuration changes only, except as may otherwise be specified in this SOW. Any changes to the business processes supported by the SuiteFlex code or to the level of functionality supplied are outside the scope of this SOW.

Licenses Procurement and Acceptance of Terms:

a.   Any rights for Customer to use the Service (including without limitation any Service functionalities, products, modules and features) are outside the scope of this SOW and must be separately procured by Customer from Paapri pursuant to an Estimate/Order Form under the Paapri Subscription Services Agreement.

Additionally, Customer is responsible for separately procuring, at its own expense, all necessary rights for its and/or Paapri's use of any Customer or third-party technology that will be used within the scope of this SOW, including any applications and/or services with which the Service can be connected through integrations. Customer represents and warrants that it will procure all such rights prior to using or permitting Paapri's use of any such third-party technology hereunder. 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.

Without limiting Subsection (b) above, if Customer instructs Paapri to download or use any open source or other software in connection with Professional Services, Customer hereby appoints Paapri as an agent to perform such download for Customer (including accepting any click-through terms). Customer acknowledges that any such terms will be binding directly on Customer and that Customer (not Paapri) is solely responsible for compliance with such terms.

Consistent Processes: Customer is responsible for ensuring that common, consistent functional processes exist across the organization; including parent and all subsidiary companies (e.g. there will be one common Order to Cash process across the entire organization).

Future Product Release: This SOW does not include time for management of the release process, analysis or implementation of functions and features that are not available within the current general release of the Service.

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Technical Customizations: If technical services are incorporated in this SOW, the functionality outlined as technical services are general requirements and do not represent a technical design specification. Definition of complete, detailed requirements will be confirmed prior to development. Any resulting modifications to the custom code functionality, such as naming conventions, increase in forms or fields, or workflow processes, are outside the scope of this SOW.

SuiteCloud™: SuiteCloud™ is the technology toolkit for customization, verticalization, and business process automation within NetSuite Business Operating System (BOS) platform. Any SuiteCloud customization requirements not identified in this SOW under the Customization sections and discovered during the implementation process will be subject to Change Order, priced according to complexity, and the change management process will be followed. Any changes to the business processes supported by the SuiteCloud code or to the level of functionality supplied will be subject to additional fees under a separate SOW or Change Order. In the event that Paapri is required to create certain standard development tools, client-side and/or server-side SuiteScripts, and/or standard modules and routines for processing, developing and/or creating any deliverables under this SOW ("Tool(s)"), NetSuite retains all right, title and interest in and to such Tool(s) and no license to such Tool(s) is granted hereunder.

Integration/Web Services: Except as expressly set forth herein, integration, including any SuiteScripting to support integration efforts, is not included in this SOW. In the event that requirements surface for Integration/Web Services functionality that are not outlined in the Integration/Web Services section of this document, a separate SOW will be developed and the change management process will be followed. In the event that Paapri coordination of a third party integration vendor is required and agreed to by Paapri, Paapri will regularly communicate project status with the said third party, including key milestones, dependencies, and risks.

4.4   Project Staffing

Customer Resources Availability: Project timeline estimates are based on availability of Customer resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in timely fashion.

Administrator: The Administrator role on the project is critical to the success of the Project and long term adoption of the Service. The Administrator is to be in place prior to the start of the Project and remain for the duration of the engagement.

4.5   Project Schedule:

Deployment: The Plan will be created with a single deployment schedule – meaning, all functional areas listed in this SOW will be configured and deployed at the same time, not in multiple phases or deployments. Changes to the deployment schedule, including the addition of deployment phases, shall be subject to the Change Management Process at additional cost.

Timeliness of Responses: Customer is responsible for acknowledging and responding to documents relating to this Project. These documents could be requirements documents, escalation issues or end-of-project notices. Some documents will require Customer's signature / e-signature before Paapri can continue with the implementation and Customer is responsible for responding in a timely and collaborative fashion.

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4.6   Training Professional Services:

Training Deliverables: Customer is solely responsible for any printing, shipping and copying charges for any training Deliverables. All electronic and hard copy versions of the training Deliverables are provided for Customer's internal training purposes only.

Customer is prohibited from: (a) modifying the training Deliverables; and (b) reselling or sublicensing any training Deliverables. Customer may not utilize the training Deliverables to replicate or attempt to perform the training or to develop or attempt to develop any of the products described in such training Deliverables. Customer may not record, film, stream or otherwise capture any performance or aspect of the training Professional Services. Training Deliverables are not subject to any maintenance, support or updates.

End User Training Materials. Irrespective of the above, Customer has the limited, non-exclusive, non-transferable and terminable right to utilize any End User Training Materials for the sole purpose of training Customer's Users of the Service; such rights include the right to modify End User Training materials for such sole purpose.

Training Delivery. Paapri Training Services sessions are delivered for a maximum of twelve (12) participants per session. When purchased, onsite end user training is assumed to be a one-time visit at a single location. All training will be conducted in English only. The standard platform for online training delivery is Cisco WebEx tools. Any changes to the above may require a Change Order.

Onsite Training Facilities: Customer is responsible for providing the appropriate facilities for the training delivery, including Internet connectivity, student access to a Demo Account to which Customer may be granted access (as provided herein), projector, student computers, and other reasonable classroom amenities.

Demo Account: Any Demo account needs to be provided to Paapri. Paapri does not provide demo accounts.

NetSuite has no obligation to provide any maintenance, support or updates with respect to Customer's use of the Demo Account.

Cancellation / Postponement: The cancellation or postponement of training services within 40 business hours of the scheduled training deployment may result in additional costs.

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5   Pricing and Payment Terms

Fixed Fees: The pricing set forth in this SOW represents the fixed fees for the Professional Services set forth in this SOW. Additional discounts (if any) for these Professional Services will be reflected in the Estimate/Order Form that references this SOW and/or these Professional Services. In the event of a conflict between the pricing set forth in this SOW and the pricing set forth in the Estimate/Order Form governing this SOW and/or these Professional Services, then the pricing set forth in the Estimate/Order Form shall govern and control. Any expenses (as described below) are not included in the fixed fees and are an additional cost to Customer.

Customer acknowledges that the fixed price is based solely on the information provided to Paapri and NetSuite and the assumptions documented in this SOW. Any requirement(s) not included herein or items not contemplated will be considered outside of the fixed price scope and will be handled through the Change Management Process defined in the PS Terms, and may result in additional cost. The total fees for this SOW are as follows:

Services	Fees
Professional Services	**$ 28,100**
NetSuite Alliance Partner 20% Discount	($5,620)
November Signing Special 5% Discount	($1,405)
User Enablement	Included
Total	**$21,075**

Terms: 50% on signing, 25% Net 30, 25% Net 60 completion of the project.

Expenses: Reasonable travel and living expenses required in connection with delivering the Professional Services will be incurred in accordance with Paapri's internal travel and expense policy and billed to Customer as actual charges in addition to the Professional Services fees.

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6 Signatures

The Parties acknowledge that they have had previous discussions related to the performance by Paapri of professional services for Customer and the possible strategies which may be used by Paapri to implement the functionality described in NetSuite's User Guides and in other related documentation (available at www.netsuite.com) as well as possible "workarounds," which may be implemented to achieve special requirements identified by Customer. This SOW (including any Exhibits hereto) (and the PS Terms) shall constitute the entire understanding between Customer and Paapri and is intended as the final expression of the Parties' agreement regarding the Professional Services to be provided by Paapri. The Parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs, verbal and/or written communications related to the Professional Services to be provided by Paapri. Any amendment or modification to this SOW shall not be valid, enforceable, or binding on the Parties unless such amendment or modification (i) is a written instrument duly executed by the authorized representatives of both Parties and (ii) references this SOW and identifies the specific Sections contained herein which are to be amended or modified. This SOW may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this SOW executed in ink by both Parties.

IN WITNESS WHEREOF, the Parties have executed this SOW by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, and it shall be effective as of the last date executed below:

CUSTOMER	PAAPRI CLOUD TECHNOLOGIES
BY:	BY:
PRINT NAME	PRINT NAME
TITLE	TITLE
COMPANY	COMPANY
DATE	DATE

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Appendix – A

Paapri Professional Services Agreement (PSA)

ATTENTION! THE FOLLOWING PROFESSIONAL SERVICES AGREEMENT WILL BE LEGALLY BINDING ON THE CUSTOMER UPON EXECUTION OF AN APPLICABLE SOW FOR PROFESSIONAL SERVICES (INCLUDING NETSUITE TRAINING). CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING PROFESSIONAL SERVICES AGREEMENT BEFORE EXECUTING THE APPLICABLE SOW.

1. **Scope of Services.** Subject to the terms and conditions of this PSA, Paapri will provide Customer with Professional Services as set forth in the applicable statements of work executed by Paapri and Customer and/or Estimate/Order Forms executed by Customer (each, a "Statement of Work" or "SOW"). From time to time, the parties may enter into SOWs that specify the professional services and/or training to be provided to Customer hereunder (the "Professional Services"). Each Statement of Work will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or training materials to be provided to Customer (each, a "Deliverable"); (ii) the scope of Professional Services; and (iii) the applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Statements of Work s hall be deemed part of and subject to this PSA.

1.1. Terms and Conditions for Training.

1.1.1.   Training Deliverables. Customer is solely responsible for any printing, shipping and copying charges for any training Deliverables. All electronic and hard copy versions of the training Deliverables are provided for Customer's internal training purposes only. Customer is prohibited from: (a) modifying the training Deliverables, unless otherwise authorized in writing by Paapri or set forth in an applicable SOW; (b) reselling or sublicensing any training Deliverables; (c) utilizing the training Deliverables to replicate or attempt to perform the training, unless otherwise authorized in writing by Paapri or set forth in an applicable SOW; and (d) developing or attempting to develop any of the products described in such training deliverables. Customer may not record, stream or otherwise capture any performance or aspect of the training Professional Services. Training Deliverables are not subject to any maintenance, support or updates.

1.1.2.   For Onsite Delivery. Customer is responsible for providing appropriate training facilities for the training delivery, including without limitation Internet connectivity, student access to a NetSuite Instance, projector, student computers and other reasonable classroom amenities.

2. **Change Management Process.** If Customer or Paapri requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any Statement of Work, the party seeking the change shall propose the applicable changes by written notice. Within forty-eight (48) hours of receipt of the written notice, each party's project leads shall meet, either in person or via telephone conference, to discuss and agree upon the proposed changes. Paapri will prepare a change order describing the proposed changes to the Statement of Work and the applicable change in fees and expenses, if any (each, a "Change Order"). Change Orders are not binding unless and until they are executed by both parties. Executed Change Orders shall be deemed part of, and subject to, this PSA. If the parties disagree about the proposed changes, the parties shall promptly escalate the change request to their respective senior management for resolution.

3. **Project Materials.**

3.1   Deliverables.   Paapri shall own all rights, title and interest in and to the Deliverables (excluding any Customer Confidential Information provided to Paapri for its provisioning of Professional Services), and related intellectual property rights. Paapri shall have the right to use any such Customer Confidential Information solely for the

purpose of providing the Professional Services to Customer hereunder. Deliverables are Paapri Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license, sub license or grant a security interest in all or any portion of the Deliverables. Subject to terms and conditions of this PSA, and during the Term, Paapri hereby provides Customer with a limited, non-exclusive, non-transferable (except in connection with an assignment under Section 14 of this PSA and terminable license to use the Deliverables solely for Customer's internal operations in connection with its authorized use of the applicable Service.

3.2 Tools. Notwithstanding any other provision of this PSA: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Paapri to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables or as otherwise agreed by Customer; and (ii) the term "Deliverables" shall not include the Tools. Tools are Paapri Confidential Information.

4. Professional Services Warranty.

4.1 Professional Services Warranty. Paapri warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services in accordance with this SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workman like manner in accordance with industry standards. Paapri's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources, and participation. If through no fault or delay of Customer the Professional Services do not conform to the foregoing warranty, and Customer notifies Paapri within sixty (60) days of Paapri's delivery of the Professional Services, Customer may require Paapri to re-perform the non-conforming portions of the Professional Services.

4.2 Disclaimer. SECTION 4.1 ABOVE SETS FORTH THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES

RELATED TO THE PROFESSIONAL SERVICES, DELIVERABLES, AND TOOLS UNDER THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

5. Payment Provisions.

5.1 Fees and Payment. All fees payable are due within 30 days from the invoice date unless otherwise specified in your Estimate/Order.. Customer shall pay the fees and expenses as specified in the applicable SOW.

5.2 Taxes . Paapri fees do not include any local, state, federal or foreign taxes, VAT, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any other similar taxes and duties, including penalties and interest, imposed by any United States federal, state, provincial or local government entity or any non-US government entity on the transactions contemplated by this PSA, excluding only taxes based on Paapri's income. If Paapri has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Paapri with a valid tax exemption certificate authorized by the appropriate taxing authority.
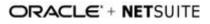
6. Term and Termination

6.1 Term . This PSA shall commence on the effective date of the agreement, Estimate/Order Form or SOW referencing this PSA and shall continue for the length of time referenced in the SOW or Estimate/Order Forms for the Professional Services and Service(s). Each SOW shall commence on the date it is last signed, and shall expire upon completion of the projects forth in the applicable SOW, or as otherwise set forth in the applicable SOW. Once signed by both parties, a SOW and/or an Estimate/Order Form shall be non-cancellable, except as otherwise explicitly stated in such SOW or Estimate/Order Form. Sections 4.2 and 5 through 17 shall survive termination of this PSA.

6.2 <u>Termination</u>. This PSA will terminate automatically when the Main Terms and all SOWs and agreements referencing this PSA are terminated or expired. Additionally, either party may terminate this PSA for convenience upon written notice in the

event there are no active SOWs hereunder. Upon termination or expiration of this PSA, Customer shall have no rights to continue use of the Deliverables and Tools.

7. Confidentiality.

For purposes of this PSA, **"Confidential Information"** means: (a) the terms of this PSA; (b) the pricing and other terms reflected in all SOWs and (c) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this PSA or an SOW, that: (i) in the case of information in tangible form, is marked "confidential" or "proprietary;" (ii) in the case of information disclosed orally, visually or any other intangible form , is designated confidential or proprietary at the time of disclosure, and if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving party within ten (10) days following disclosure; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) will include any reproduction of such information in any form or medium, or any part of such information. The following shall not be deemed
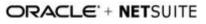
Confidential Information: (1) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (2) information that was rightfully in the receiving party's possession without restriction prior to disclosure; (3) information that was rightfully disclosed to the receiving party by a third party without restriction (4) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party's Confidential Information; and (5) aggregate data collected or generated by Paapri or on behalf of Paapri regarding Paapri's products and services (for purposes of providing or improving Paapri products and services, benchmarking system performance, preparing s tatistics and system metrics, marketing and other purposes) that does not contain any personally identifiable or Cus tom er-specific information. Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this PSA or as directed by Customer. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section. Either party may disclose Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation.

8 Limitations of Liability for Professional Services. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE APPLICABLE SOW FOR ANY LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE APPLICABLE SOW, THE MAXIMUM LIABILITY OF PAAPRI AND ITS AFFILIATES ARISING OUT OF OR IN THE CONNECTION WITH THIS AGREEMENT OR THE APPLICABLE SOW WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE SHALL BE THE AMOUNT PAID BY CUSTOMER FOR SUCH PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW. BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT OR THE APPLICABLE SOW WITHOUT THESE LIMITATIONS ON THEIR LIABILITY. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN

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WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS IN THIS SECTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR THE OTHER PARTY'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR THE APPLICABLE SOW. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

9 **Subcontracting.** Paapri's relationship with Customer pursuant to this PSA will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this PSA shall be deemed to create any agency, partnership or joint venture relationship between the parties. Each party is solely responsible for all of its employees and agents and its labor cost and expenses and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of each party's activities or those of its employees or agents in the performance of this PSA. Paapri reserves the right to use third parties (who are under a covenant of confidentiality with Paapri), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data m igration, configuration, implementation and custom code development processes.

10 **Non-Impediment**. Provided that Paapri does not use any Customer Confidential Information except as permitted herein, nothing in this PSA shall be construed as precluding or limiting in any way the right of Paapri to provide consulting, development, or other services of any kind to any individual or entity (including without limitation performing services or developing materials which are similar to and/or competitive with the Professional Services and/or Deliverables hereunder).

11. Governing Law and Jurisdiction. This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it**.**

12. Notices.

12.1 Except for legal notices set forth in Section 12.2 below, Customer's email address for communication and notice purposes relating to this PSA shall be set forth on the applicable Estimate/Order Form (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Paapri at the above e-mail address. Paapri may provide any and all notices, statements, and other communications to Customer through either e -mail, posting on the Service (or other electronic transmission) or by mail or express delivery service. Paapri recommends that the main and billing contact email addresses be group addresses (such as billing@customer.com) so that notices are reviewed promptly and not delayed due to the absence of one individual. In addition, In addition, Paapri may rely and act on all information, authorizations and instructions provided to Paapri from an e-mail address specific by Customer.

12.2 Legal Notices are notices from one party to the other regarding an alleged breach of any provision of this Agreement or a party's intention to terminate this Agreement (other than for nonpayment),; provided, however, that Legal Notices shall not include notices related to nonpayment by Customer. All Legal Notices required hereunder shall be in writing and delivered by mail, return receipt requested, to the address set forth on the applicable Estimate / Order Form or SOW (or to such other address as either party may so designate in writing).

13 **Force Majeure.** Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage (other than those involving Paapri employees), internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Professional Services shall be extended to the extent of any delay resulting from any force majeure event.

14 **Assignment.** This PSA shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this PSA without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's business or assets to which this PSA relates.

15 **Entire Agreement.** The parties acknowledge that they have had previous discussions related to the performance by Paapri of Professional Services for Customer and the possible strategies which may be used by Paapri to implement the Service to achieve the requirements identified by Customer. This PSA, together with the attached exhibits that are incorporated by reference constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this PSA and such exhibits. The parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs, verbal and/or written communications related to the Professional Services to be provided by Paapri. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this PSA be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this PSA, regardless of any failure of Paapri to object to such terms, provisions, or conditions. No other act, document, usage or custom shall be deemed to amend or modify this PSA unless agreed to in writing signed by a duly authorized representative of both parties. In the event of any inconsistency or conflict between the terms of this PSA, and an SOW, the terms of the SOW shall control with regards to the project described therein.

16 **General Provisions.** If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this PSA shall otherwise remain in full force and effect. A waiver of any breach under this PSA should not constitute a waiver of any other breach or future breach. This PSA may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this PSA executed in ink by both parties.

CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ THIS PSA, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING THIS PSA, THE APPLICABLE ESTIMATE/ORDER FORM, AND/OR STATEMENT OF WORK HAS BEEN AUTHORIZED TO DO SO.