



21800 Oxnard St. #750
Woodland Hills, CA 91367
(800) 929-0211 (818) 746-3523
www.laravo.com

Version 1.0

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Professional Services Terms and Conditions

If Subscriber engages Laravo for the provision of Professional Services:

1. Scope and Retention. Laravo hereby agrees to provide the professional services (including any training and implementation services) (collectively, "Professional Services") indicated on any mutually agreed upon and executed Statement of Work ("SOW") or other written document (such as a "Description of Professional Services" on an Order Form) in exchange for the fees set forth therein ("Professional Services Fees"). Any SOW or other written document shall describe the scope, fees, nature and other relevant characteristics of any services being provided by Laravo to Subscriber as part of the Professional Services which shall be governed by the terms of the Agreement. Laravo shall not be obligated to perform any Professional Services until both Parties have mutually agreed upon and executed a SOW or Order Form with respect to such Professional Services.

2. Performance and Acceptance of Professional Services.

2.1 Laravo and Subscriber agree to cooperate in good faith to achieve satisfactory completion of the Professional Services in a timely and professional manner.

2.2 Laravo will perform the Professional Services through qualified employees and/or non-employee contractors of Laravo ("Subcontractors" and together with Laravo's employees for the purposes of these Supplemental Terms, "Professional Services Personnel").

2.3 Subscriber agrees to provide, at no cost to Laravo, timely and adequate assistance and other resources reasonably requested by Laravo to enable the performance of the Professional Services (collectively, "Assistance"). Laravo, including its Subcontractors, will not be liable for any deficiency in the performance of Professional Services to the extent such deficiency results from any acts or omissions of Subscriber, including, but not limited to, Subscriber's failure to provide Assistance as required hereunder.

2.4 Laravo will control the method and manner of performing all work necessary for completion of Professional Services, including but not limited to the supervision and control of any Professional Services Personnel performing Professional Services. Laravo will maintain such a



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number of qualified Professional Services Personnel and appropriate facilities and other resources sufficient to perform Laravo's obligations under the Agreement in accordance with its terms.

2.5 Deliverables (as defined in an SOW) shall be deemed accepted by Subscriber in accordance with the terms of the applicable SOW or Order Form.

3. Change Orders. After execution of a SOW or Order Form, the Professional Services to be provided under that SOW or Order Form may only be changed through a change order mutually executed by the Parties ("Change Order").

4. Consulting Fees. Subscriber will pay Laravo the Consulting Fees as detailed or described in an Order Form or SOW.

5. Relationship of the Parties. Laravo is an independent contractor and will maintain complete control of and responsibility for its Professional Services Personnel, methods and operations in providing the Professional Services. Laravo will never hold itself out as an agent, subsidiary or affiliate of Subscriber for any purpose, including reporting to any government authority. The Agreement will not be construed so as to create a partnership, other joint venture or undertaking, or any agency relationship between the Parties, and neither Party shall become liable for any representation, act or omission of the other Party or have the authority to contractually bind the other Party. Any Consulting Fees, Expenses or other amounts paid by Subscriber to Laravo hereunder shall not be considered salary for pension or wage tax purposes and neither Laravo nor its Professional Services Personnel will be entitled to any fringe benefits, including sick or vacation pay, or other supplemental benefits of Subscriber, unless otherwise required by law. Subscriber shall not be responsible for deducting or withholding from Consulting Fees or Expenses paid for Professional Services any taxes, unemployment, social security or other such expense unless otherwise required by law.

6. Warranties.

6.1 Laravo hereby represents and warrants that:

(a) the Professional Services provided pursuant to the Agreement will be performed in a timely and professional manner by Laravo and its Professional Services Personnel, consistent with generally-accepted industry standards; provided that Subscriber's sole and exclusive remedy for any breach of this warranty will be, at Laravo's option, re-performance of the Professional Services or termination of the applicable SOW and return of the portion of the Consulting Fees paid to Laravo by Subscriber for the nonconforming portion of the Professional Services; and



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(b) it is under no contractual or other restrictions or obligations which are inconsistent with the execution of the Agreement, or, to its best knowledge, which will interfere with its performance of the Professional Services.

6.2 The Parties hereby agree that: EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 6.1 ABOVE, ALL PROFESSIONAL SERVICES AND DELIVERABLES ARE PROVIDED TO SUBSCRIBER "AS IS" AND LARAVO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR ANY REPRESENTATIONS TO SUBSCRIBER OR ANY THIRD PARTY REGARDING THE USABILITY, CONDITION, OPERATION OR FITNESS THEREOF AND LARAVO EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING PROFESSIONAL SERVICES AND DELIVERABLES, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY. LARAVO SHALL NOT BE RESPONSIBLE, IN LAW OR OTHERWISE, FOR ANY DELIVERABLES DESPITE ANY OTHER WARRANTIES OR GUARANTEES, IN THE EVENT THAT SUBSCRIBER MODIFIES ANY DELIVERABLES IN A MANNER NOT INSTRUCTED BY LARAVO. LARAVO DOES NOT WARRANT THAT SUBSCRIBER'S OR ANY THIRD PARTY'S ACCESS TO OR USE OF THE DELIVERABLES SHALL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. FURTHER, LARAVO EXPRESSLY DISCLAIMS ANY RESPONSIBILITY TO SUPPORT OR MAINTAIN ANY DELIVERABLE AND WILL NOT DO SO UNLESS OTHERWISE AGREED BY THE PARTIES. THIS DISCLAIMER OF WARRANTY AND LIABILITY IS EXPRESSLY MADE IN ADDITION TO ANY DISCLAIMERS MADE BY LARAVO OR ITS AFFILIATES UNDER THE AGREEMENT WITH RESPECT TO THE SERVICES AS APPLICABLE TO SUBSCRIBER AND ANY THIRD PARTY'S USE OF THE SERVICES.

7. Rights to Deliverables; Ownership.

7.1 The Parties hereby agree that the specified Professional Services to be completed pursuant to any SOW or Order Form primarily involve the configuration of Subscriber's subscription to a Service and integration of Subscriber data with and into one or more Services, and therefore the Deliverables are inoperative without an active subscription to a Service. As between the Parties, Laravo shall solely and exclusively own all right, title, and interest in the Deliverables, including all derivatives, enhancements and modifications thereof; and Subscriber hereby makes all assignments necessary to accomplish the foregoing ownership. Subject to the terms and conditions hereof, Laravo grants Subscriber a non-exclusive, non-transferable, non-sublicensable license to use the Deliverables solely in connection with Subscriber's permitted use of the Services.



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7.2 A “Subscriber Contribution” is source code that is created by Subscriber in connection with the Professional Services and is specifically identified in a SOW. Subscriber and Laravo agree that Subscriber retains title to Subscriber Contributions, and Subscriber hereby grants Laravo a non-exclusive license to use and exercise the Subscriber Contributions for the performance of the Professional Services and Services.