

# Lime Technologies

## Professional Services Addendum

This Professional Services Addendum ("Addendum") is an addendum to the General Terms of Service ("Service Terms") at <https://www.lime-technologies.com/en/legal/terms-conditions/lime-crm-subscription/> and shall therefore form part of the Agreement with Customer for any Professional Services provided hereunder during Subscription Term or as otherwise specified in the Agreement or an SOW. Except as otherwise set forth herein or in the applicable SOW, all of the relevant terms and conditions of the Service Terms shall also apply to the provision of Professional Services and Deliverables under this Addendum. SOWs are deemed incorporated herein by reference. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Service Terms.

### 1 Additional Definitions

- 1.1 **"Deliverable(s)"** means any output of the Professional Services that is identified as a Deliverable under an SOW.
- 1.2 **"Lime Personnel"** means all employees engaged by Lime, or a subcontractor to Lime, to perform the Professional Services.
- 1.3 **"Project"** means a project as described in an SOW.
- 1.4 **"Statement of Work" or "SOW"** means an agreed ordering document (whether in the form of a statement of work, schedule, Order Form, email confirmation or otherwise) with details of Professional Services to be provided under the Agreement.

### 2 Professional Services

- 2.1 **Scope.** Lime will, subject to Customer's payment of applicable fees, provide Professional Services and supply Deliverables to Customer pursuant to an agreed SOW, which will set forth the scope, Deliverables, fees and such other terms, and shall be deemed to incorporate all applicable terms of this Addendum and the Agreement.
- 2.2 **Change Orders.** Any modification to an SOW must be set out in a written change order confirmed by both parties prior to implementation. Such modifications may include, without limitation, changes to the scope of work and any related adjustments to fees and timelines.
- 2.3 **Relationship to Other Services.** The Addendum is limited to Professional Services and does not convey any right to use any other Lime services. Customer agrees that Professional Services are not contingent on the delivery of any future service, functionality or features other than the Deliverables.

### 3 Obligations

- 3.1 **Lime's Obligations.** Lime is solely responsible for all Lime Personnel and, as such, shall ensure compliance with all applicable laws and regulations. Lime and Lime Personnel perform the Professional Services as independent contractors, and nothing in this Agreement shall be deemed to create any employment, partnership, agency, or joint venture relationship between Customer and Lime or Lime Personnel. Customer shall have no power or authority to directly supervise, direct, or control Lime Personnel with respect to the means, manner, or method of performance of the Professional Services. Lime shall ensure that Lime Personnel are suitably qualified and shall provide reasonably sufficient personnel to perform the Professional Services in a professional and workmanlike manner consistent with generally accepted industry standards. Lime may assign or substitute Lime Personnel in its discretion, provided that any replacement personnel are suitably qualified.
- 3.2 **Customer's Obligations.** Customer will reasonably and in good faith cooperate with Lime in performing the Professional Services. This includes: i) allocating sufficient resources; ii) responding promptly to Lime's requests; iii) providing timely, complete, and accurate information, data, materials, approvals, feedback, and other required deliverables; actively participating in scheduled meetings; iv) fulfilling its obligations under the applicable SOW; providing Lime, as reasonably necessary for the Professional Services, with appropriate access, authorizations, administrative permissions, facilities, systems, and properly configured equipment with Internet access, at no additional charge. Customer may not require or obligate any Lime personnel to sign, accept, or comply with any customer-specific policies, agreements, or similar documents. Any such requirement will be null and void and have no force or effect.
- 3.3 **Mutual Obligations.** Lime and Customer shall actively participate in scheduled Project meetings. Each party shall, as soon as practicable following the execution of the applicable SOW, assign a suitably skilled, experienced, and qualified project manager (each a "Project Manager") who shall have the principal responsibility for overseeing and managing the performance of that party under the SOW and who shall be that party's primary point of contact. Each party agrees that its Project Manager shall dedicate such time as reasonably necessary to perform the obligations set forth in the SOW.

### 4 Deliverables

- 4.1 **Delivery, Testing and Acceptance.** Following delivery of each Deliverable, Lime shall notify the Customer that the Deliverable is ready for acceptance testing and provide the Customer with the opportunity to verify that the agreed acceptance criteria have been met. Customer shall have the test period specified in the applicable SOW, or if no such period is specified, ten (10) business days from delivery (the "Acceptance Period"), to test the Deliverable and verify that it conforms to the specifications set forth in the SOW or other applicable documentation. Deliverables will be considered accepted upon the earliest of the following: (i) Customer confirms in writing that the acceptance criteria

have been met; (ii) Customer fails to provide written acceptance or rejection, without valid reasons, within the Acceptance Period; (iii) Customer does not perform the acceptance test within the stipulated Acceptance Period despite being notified that the Deliverable is ready for testing; (iv) Customer makes productive use of the Deliverable or Services, other than for testing purposes; or (v) any of the acceptance events set forth in clauses (i)–(iv) occurs following Lime’s remediation of any reasonable, written objections raised by Customer during acceptance testing.

## 4.2 **Delay.**

4.2.1 **Delivery Date.** Lime shall use commercially reasonable efforts to deliver the Services in accordance with the agreed delivery dates or milestones set out in the applicable SOW. Any Delivery Dates are estimates only, unless expressly stated otherwise in writing. If Lime anticipates a delay in delivery, Lime shall notify Customer without undue delay and provide a revised delivery timeline.

4.2.2 **Delay and Liquidated Damages.** Where the parties have expressly agreed on a fixed date for submission of the Deliverables and such submission is delayed for reasons solely attributable to Lime, the Customer shall, unless otherwise agreed in the applicable SOW, be entitled to liquidated damages from the first (1<sup>st</sup>) week following the agreed submission date. Such liquidated damages shall amount to 0.5% of the total Professional Services fee (excluding expenses and taxes) under the relevant SOW for the delayed assignment per completed week of delay, capped at fifteen (15) weeks.

4.2.3 **Excluded Delays and Exclusive Remedies.** No liquidated damages shall apply to delays caused by Customer as described in section 6.2. The remedies set out in this clause shall constitute Customer’s sole and exclusive remedies for delay, and Lime shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with any delay.

## 5 **Pricing and terms of payment**

5.1 **Fees and payment.** Customer shall pay Lime the fees for the Professional Services as set forth in the applicable SOW or, where not expressly agreed, in accordance with Lime’s hourly rates in then-current applicable price list. Professional Services shall be invoiced monthly unless otherwise agreed in applicable SOW, and invoices shall be payable within thirty (30) calendar days from the invoice date. Lime may charge administrative or invoice fees. Purchase order requirements, payment deadlines, late interest, suspension rights, disputed invoices, and taxes applicable to the Professional Services shall be governed by the section Pricing and terms of payment of the Service Terms, which is incorporated herein by reference, and shall apply to the Professional Services unless expressly deviated from in an applicable SOW.

- 5.2 **Expenses.** In addition to the fees, Lime shall be entitled to reimbursement of reasonable expenses incurred in connection with the Professional Services, including travel, accommodation, per diem and similar out-of-pocket costs.
- 5.3 **Price Adjustments.** Lime may update its price list for hourly fees on an annual basis, and such updated fees shall apply unless the Professional Services have already commenced or the fees have been expressly agreed in the Agreement or an applicable SOW.
- 5.4 **Cancellation of Scheduled Meetings.** If Customer cancels or reschedules any agreed and scheduled on-site or remote meeting with less than five (5) business days' prior written notice, Lime reserves the right to invoice (i) the actual costs reasonably incurred in preparation for the meeting, and (ii) fifty percent (50%) of the agreed fees for the cancelled engagement. In addition, Customer shall reimburse Lime in full for any non-cancellable or non-refundable travel, accommodation, and related expenses incurred in connection with the scheduled meeting, irrespective of the timing of the cancellation. For the avoidance of doubt, any costs incurred due to cancellation that cannot be mitigated by Lime shall be borne by the Customer.

## 6 Warranties

- 6.1 **Professional Services Warranty.** Lime warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. Lime further warrants only that, at the time of delivery or implementation, any Customizations materially conform to the specifications expressly agreed in applicable SOW(s). For any breach of the foregoing warranties, Customer's sole and exclusive remedy and Lime's entire liability shall be the re-performance of the applicable Professional Services or, with respect to Customizations, correction of the non-conforming Customizations. If Lime is unable, after reasonable efforts, to re-perform the Professional Services or correct the Customizations so that they materially conform to the agreed specifications in the applicable SOW, Customer shall be entitled to recover the Professional Services fees paid to Lime for the deficient Professional Services. Customer must make any claim under the foregoing warranty to Lime in writing within thirty (30) days after performance of the applicable Professional Services or delivery/implementation of the relevant Customizations in order to receive the warranty remedies set forth herein.
- 6.2 **Disclaimer.** All warranty disclaimers applicable to the Services under the Service Terms shall also apply to the Professional Services, any Deliverables, and Customizations. Except for the limited warranty set forth in section 6.1, Lime makes no warranties with respect to Customizations. Lime shall not be responsible or liable for any delay, failure to perform, or inability to deliver the Professional Services to the extent caused by Customer's failure to timely provide required information, data, access, approvals, personnel, systems, or other Customer dependencies reasonably necessary for Lime's performance. Customer acknowledges that third-party hardware, devices, equipment, software, connectivity, data transport, or other products or services ("Third Party Products")

may impact the Professional Services, and Lime shall have no responsibility or liability arising out of or relating to any Third Party Products. Lime shall not be responsible for any degradation, failure, or loss of functionality of Customizations caused by updates or changes to the Services, Customer's systems or configurations, Third Party Products or similar dependencies. Any support, maintenance, modifications, or further development of Customizations shall be provided solely as Professional Services subject to applicable fees, unless otherwise expressly agreed in writing by Lime.

## 7 Confidentiality, Privacy and Security

Unless otherwise expressly stated in this Addendum, or applicable SOW, all provisions relating to confidentiality, privacy, security and data protection set forth in the Service Terms (including Lime's Privacy Policy, and security commitments described in Lime's Trust Center, each as updated from time to time) shall apply equally to the Professional Services and are hereby incorporated into this Addendum by reference. To the extent Professional Services involve processing of Personal data, the agreed Data Protection Addendum shall apply to such services.

## 8 Intellectual Property Rights and License

- 8.1 **Customer Materials.** Customer does not grant to Lime any rights in or to Customer's Intellectual Property except such licenses as are required for Lime to perform its obligations under this Addendum and the applicable SOW(s).
- 8.2 **License for Deliverables.** Customer recognizes and agrees that Lime's Professional Services are typically provided to assist and support Customer and any third-party service providers in the implementation of Lime's Services and that any Deliverables under an SOW and/or this Addendum are for use within, or in connection with, the Lime Services. All right, title and interest in and to the Deliverables, including all Intellectual Property rights, and any and all materials, documentation, software and other technology created or developed in connection with the Professional Services, shall remain with Lime, or its subcontractors or licensors. Upon payment of fees due under an applicable SOW, Lime grants Customer a worldwide, non-exclusive, non-transferable, limited right to use the Deliverables solely for its internal business purposes associated with its use of Lime's Service.

## 9 Indemnification

All of the terms in the Service Terms relating to indemnification (including Customer's indemnification obligations) shall apply also for this Addendum. For avoidance of doubt, Lime's indemnification obligations with respect to infringement hereunder shall apply to the Deliverables provided in connection with the Professional Services.

## 10 Limitation of Liability

The limitation of liability set forth in the Service Terms with respect to Lime's provision of the Service shall also apply to Lime's provision of Professional Services and Deliverables. Notwithstanding the foregoing, Lime's aggregate liability for any claims arising out of or relating to Professional Services or Deliverables shall not exceed the total amount actually paid solely for the applicable Professional Services by Customer and its Affiliates under the SOW out of which such liability arose, expressly excluding any fees paid for the Service under the Service Terms or this Agreement.

## 11 Term, Suspension and Termination

- 11.1 **Term.** This Professional Services Addendum ("Addendum") becomes effective on the same date as the Agreement and remains in effect for the duration of the Agreement and may not be terminated independently provided that individual SOWs may be terminated in accordance with section 11.3. Each SOW becomes effective on the date specified therein and remains in effect until completion of the applicable Professional Services and Deliverables (in accordance with Section 4.1), unless earlier terminated in accordance with this Addendum or the applicable SOW.
- 11.2 **Suspension.** Lime may suspend performance of the affected SOW if (i) Customer fails to pay an undisputed invoice within ten (10) days after the applicable due date, or (ii) Customer otherwise fails to fulfil its obligations necessary for Lime's performance under this Addendum or the applicable SOW. If such failure continues for more than thirty (30) days, Lime may terminate the affected SOW in accordance with Section 11.3. In such event, Customer shall pay all fees for Professional Services performed, committed, or scheduled, and all costs incurred, up to the effective date of termination.
- 11.3 **Termination.** Either Party may terminate an applicable SOW upon written notice if the other Party materially breaches this Addendum or the applicable SOW and fails to cure such breach within thirty (30) days following written notice specifying the breach. Customer may terminate an SOW for convenience only where expressly agreed in the applicable SOW. In such event, Customer shall pay Lime, without set-off or refund, all fees and costs incurred or committed under the SOW, including fees for Professional Services performed, any remaining fixed or minimum fees, non-cancellable third-party costs, and fees for Deliverables completed or in progress as of the effective date of termination, which Deliverables shall be deemed accepted in their then-current state.
- 11.4 **Effect of termination and suspension.** Termination or suspension of an SOW shall not affect the Agreement, any other SOW, or Customer's subscription obligations. Notwithstanding the foregoing, where an SOW governs the implementation of the entire Services under the Service Terms, termination of such SOW by either party in accordance with Section 11.3 shall entitle either party to terminate the entire Agreement upon written notice, effective on the same date as, or any date after, the termination of such SOW. Upon termination or expiration of the Agreement, this Addendum and all SOWs shall automatically terminate, and all provisions intended to survive shall survive.

## 12 General Provisions

- 12.1 **Reference.** Unless otherwise expressly stated in this Addendum or an applicable SOW, the General Provisions set forth in the Service Terms shall apply to the Professional Services and are hereby incorporated into this Addendum by reference.
- 12.2 **Order of Precedence.** In the event of any conflict or inconsistency relating to the Professional Services, the order of precedence shall be: (1) the applicable SOW (and, where multiple SOWs apply, the SOW with the most recent date of order shall prevail), (2) this Addendum, and (3) the Service Terms.
- 12.3 **Non-Solicitation.** Except where prohibited by law, during the term of this Addendum and for six (6) months thereafter, Customer will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any Lime Personnel or employees of engaged subcontractors without Lime's prior written consent.