

Last updated: October 2nd, 2017

## **Professional Services**

eXo provides services exclusively to customers covered by a valid enterprise subscription plan. Terms and conditions governing eXo's Professional Services delivery processes are stated below.

### **1. eXo Consulting Services**

#### **1.1. Scope of appliance**

eXo consulting services ("Consulting Services") are meant to provide assistance to Customer on activities involving the Software such as :

- Technical and functional project design and specifications,
- User Onboarding and collaborative practices adoption,
- Migration and Updates
- IT operations and expertise,
- On-site technical or functional POCs (Proof Of Concept)

The Consulting Services do not include any Subscription Plan.

#### **1.2. Performance and Deliverables**

eXo agrees to provide the Consulting Services and Deliverables specified in an Order Form on the terms and conditions of this Appendix and in accordance with the requirements, Deliverables description and delivery dates in such Order Form. eXo shall perform the Consulting Services professionally and diligently and will use its commercially reasonable efforts to perform the Consulting Services in a timely manner.

eXo and the Customer agree to scope the amount and nature of Consulting Services needed in accordance with the involved project.

Consulting Services available scoping unit is the "men.day" and will depend on the seniority of the human resource profile qualified by eXo to match the requirements of the Customer.

#### **1.3. Responsibilities**

As long as Consulting Services are a time-and-materials commitment, those are meant to be delivered under the operational responsibility of the Customer.

eXo agrees to provide the Customer with reasonable advance notice in the event eXo expects a failure on its part to satisfy a delivery date specified in an Order Form.

#### **1.4 Ordering, invoicing and Payment**

eXo's Consulting Services are meant to be ordered prior to delivery and paid upon the timeframe specified in the related Order Form.

Unless stated in the applicable Order Form, the delivery shall then occur within a timeframe of three (3) months, starting on the effective date of the related Order Form. Any remaining amount of Consulting Services past those three months will be lost and invoiced as if delivered.

The Consulting Services will be agreed to be received upon the presentation of a timesheet by eXo to the Customer, which document will be shared between service managers on a monthly basis.

Unless specified in the Order Form, additional fees such as transport, lodging, third party materials including software licenses, hardware, training, documentation needed to fulfill the delivery requirements are excluded from the scope of the delivery and shall be provided or ordered separately by the Customer.

## **2. eXo Training Services**

### **2.1. Scope of appliance**

eXo's Training Services are meant to provide training to Customer human resources under the following scope :

- "Training Services" means eXo's training courses, including eXo's publicly available courses and courses provided at a site designated by the Customer
- The Training Services do not include any additional Subscription Plan.

### **2.2. Performance and Deliverables**

eXo agrees to provide the Training Services and Deliverables specified in an Order Form on the terms and conditions of this Appendix and in accordance with the requirements, Deliverables description and delivery dates in such Order Form.

eXo and the Customer agree to scope the amount and nature of Training Services needed in accordance with the involved project.

### **2.3. Equipment and Facilities**

For on-site courses, Customer will supply the facility and equipment as set forth in the Order Form. If eXo agrees to provide the training facilities and hardware, Customer will be liable for any loss or destruction of this equipment and hardware used in connection with the Training Services.

### **2.4. Customer Responsibilities**

Customer is responsible for assessing each participant's suitability for the Training Services, enrollment in the appropriate course(s) and Customer's participants' attendance at scheduled courses.

### **2.5. Rights to Training Materials**

All intellectual property embodied in the training products, materials, methodologies, software and processes, provided in connection with the Training Services or developed during the performance of the Training Services (collectively, the "**Training Materials**") are the sole property of eXo and are copyrighted by eXo unless otherwise indicated. Training Materials are provided solely for the use of the participants and may not be copied or transferred without the prior written consent of eXo. Training Materials are eXo's confidential and proprietary information.

### **2.6. Ordering, invoicing and Payment**

eXo's Training Services are meant to be ordered and paid prior to delivery.

The delivery shall then occur within a timeframe of three (3) months, starting with the date of appliance of the related Order Form. Any remaining amount of Training Services past those three months will be lost. Cancellation of Training Services are subject to eXo's Professional Services Cancellation Policy or specified in an applicable Order Form. Unless specified in the Order Form, additional fees such as transport, lodging, third party materials including software licenses, hardware, training, documentation needed to fulfill the delivery requirements are excluded from the scope of the delivery and shall be provided or ordered separately by the Customer.

## **3. eXo Specific Development Services**

### **3.1. Scope of appliance**

eXo's specific development services ("Specific Development Services") are meant to provide Customer on project development involving the Software such as :

- Specific development,
- Custom extensions,
- Off-site PoCs (Proof of Concept),

The Specific Development Services don't include any Subscription Plan..

### **3.2. Performance and Deliverables**

eXo agrees to provide the Specific Development Services and Deliverables specified in an Order Form on the terms and conditions of this Appendix and in accordance with the requirements, Deliverables description and delivery dates according to the technical offer appendix provided by eXo with such Order Form.

eXo and the Customer agree to scope the amount and nature of Specific Development Services needed in accordance with the involved project.

Specific Development Services are generally tied to statement of work which will:

- Specify the applicable documents or materials used to describe the Customer requirements and expected results
- Specify the eXo's project management phases, Deliverables, commitments and means to fulfill the project requirements and warrant the result.

Such an offer will be attached to an Order Form and is subject to changes emitted through a "**Change Order**", as set forth below.

**Change Order.** The parties may, upon mutual agreement in a written order, at any time, make changes including deletions or additions, within the general scope of this Agreement, to the Specific Development Services to be performed. If any such change causes an increase or decrease in the time and/or means required for performance of any part of the Specific Development Services, the parties will make an equitable adjustment in delivery schedule and shall modify applicable Order Form accordingly.

### **3.3. Ordering, invoicing and Payment**

eXo's Specific Development Services are meant to be ordered prior to project start and paid in compliance with the payment term or the payment schedule specified in the related Order Form.

The Specific Development Services will be deemed definitively accepted upon validation by the Customer of the Deliverables provided by eXo in accordance with the delays, the scope and the expected quality criteria specified within the technical and organizational offer attached to the corresponding Order Form.

Unless specified in the Order Form, additional fees such as transport, lodging, third party materials including software licenses, hardware, training, documentation needed to fulfill the delivery requirements are excluded from the scope of the delivery and shall be provided or ordered separately by the Customer.

#### **4. eXo's Professional Services Cancellation Policy**

Training courses registrations or Professional Services resource allocations are not confirmed until an executed Order Form is received.

Unless specified in an applicable Order Form all purchases of Professional Services are final, tied to a validity period and non-refundable.

Customer may either reschedule or select credit toward a future allocation up to 14 (fourteen) calendar days prior to the start date of the Professional Services Customer purchased. The credit must be used within 3 months of the original course start date. eXo reserves the right to cancel any Training Services course. If a course is cancelled, we will contact students by telephone and email to arrange for training credit. Every effort will be made to reschedule a cancelled course or transfer enrollments to a later date.