Professional Services Attachment

Cambium Data, Inc. · 6542 S 118th St, Omaha, NE 68137
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Version 1.1

This Professional Services Attachment (this "Attachment") applies when an Order between Cambium Data, Inc. ("Cambium") and Client lists project work, such as migrations, office moves, network builds, structured cabling, installations, or consulting, that is priced as a fixed fee or by the hour rather than as a recurring service. It forms part of the Agreement described in Cambium's Master Services Agreement (the "MSA"). Capitalized terms not defined here have the meanings given in the MSA. If this Attachment and the MSA conflict on a matter specific to project work, this Attachment controls only where it expressly identifies the MSA provision being modified, as required by MSA Section 1.2.

1. Scope and Statement of Work

1.1 The Project

Cambium will perform the work described in the Order, including any statement of work, scope, deliverables, assumptions, and exclusions it contains (the "Project"). Anything not listed is out of scope and needs a change order under Section 3.

1.2 Assumptions

The price and schedule depend on the assumptions in the Order, for example the number of users, devices, mailboxes, or sites, and the condition of existing systems. Estimated hours shown in an Order are for planning and do not change a fixed fee. If an assumption turns out to be wrong, Cambium will tell Client, and the change process in Section 3 applies.

1.3 Products

Hardware, software, and licenses bought for a Project are priced and invoiced as the Order states (MSA Section 4.6) and follow the product terms in the Order, including supplier return rules, publisher license terms, and manufacturer warranties.

2. Fixed Fee and Hourly Work

2.1 Fixed fee

A fixed fee covers only the listed scope and assumptions. Work outside them is billed as a change order.

2.2 Hourly work and rates

Hourly project work is billed for actual time in 15-minute increments. As of the effective date of this Attachment, Cambium's project rates are:

- **Project rate:** $185 per hour, for project, design, engineering, and consulting work during Business Hours.
- **After-hours project rate:** $278 per hour (one and one-half times the project rate, rounded to the nearest dollar), for project work Client asks to have done outside Business Hours.

Work on a Cambium-observed holiday is billed as MSA Section 4.5 provides. The one-hour minimum for after-hours and holiday engagements in MSA Section 4.5 applies to project work. After that minimum, hourly project work is billed in 15-minute increments.

Rates stated in an accepted Order, or if the Order states none, the rates in effect when the Order is accepted, are fixed for that Order. Changes to Cambium's standard rates apply only to new Orders. This paragraph expressly modifies MSA Section 4.8(c) for Projects.

2.3 Estimates and not-to-exceed amounts

An hourly estimate is a good-faith estimate, not a cap. If Cambium expects the total hours or charges for hourly work to exceed the estimate by more than fifteen percent (15%), it will notify Client before continuing the

additional work. If the Order sets a not-to-exceed amount, Cambium will stop and get Client's written approval, which may be by email, before going over it.

2.4 Travel and expenses

The "Omaha metropolitan area" means the Omaha-Council Bluffs metropolitan area: Douglas, Sarpy, Cass, Saunders, and Washington counties in Nebraska, and Pottawattamie, Harrison, and Mills counties in Iowa. Travel time to sites outside that area, including Lincoln, is billed as hourly work. Expenses are reimbursed under MSA Section 4.6.

3. Change Orders

3.1 How changes work

Either party may ask for a change in scope, schedule, assumptions, or approach. Cambium will describe the effect on price and schedule in a written change order. A change order takes effect when Client approves it in writing before the changed work begins, and email from Client's named contact is enough for changes within the authority Client has given that contact, as stated in the Order. Changes beyond that authority must be approved in writing by an authorized representative of Client. If the Order states no approval limit, any change that increases the price must be approved by an authorized representative of Client. Change-order work is billed at the project rate in Section 2.2 unless the change order states a different price.

3.2 Work pending a change order

Cambium does not have to perform changed work until the change order is approved, and the schedule may move while a change is pending.

3.3 Urgent work

If Cambium reasonably believes immediate action is necessary to prevent imminent harm to Client's systems or data during a Project, it may perform the minimum work reasonably necessary to address the immediate risk without waiting for a change order. Cambium will notify Client promptly and document the work performed. That work will be billed at the applicable hourly rate in Section 2.2.

4. Invoicing and Deposits

4.1 Default schedule

Unless the Order says otherwise: (a) fixed-fee Projects are invoiced fifty percent (50%) at signing as a deposit and fifty percent (50%) on acceptance under Section 7, including deemed acceptance at the end of the review period, and not before; (b) Projects with milestones are invoiced as each milestone is completed. Any deposit and its application to milestone invoices will be stated in the Order; and (c) hourly work is invoiced monthly in arrears.

4.2 Deposits

For hourly Projects estimated above $5,000, Cambium may ask for a deposit of up to fifty percent (50%) of the estimate. Cambium may wait to schedule work or order Products until the deposit is paid. Deposits are applied to the final invoices for the Project.

4.3 Payment

Payment terms, late charges, and suspension follow MSA Sections 4.2, 4.3, and 5.

5. Client Dependencies and Backups

5.1 What Client provides

Client will provide on time the access, decisions, information, people, and site conditions the Project needs, will name a contact who can approve work and change orders within the authority stated in the Order, and will make sure any other vendors Client controls cooperate.

5.2 Backups

Before Cambium migrates, moves, upgrades, or changes systems, Client will confirm in writing that it has a current, restorable backup of the affected systems and data, unless the Order makes Cambium responsible for that backup. Cambium may rely on Client's written confirmation when proceeding with the work. That confirmation is Client's representation, and Cambium does not independently validate the backup unless the Order includes that service. If the required backup is not available, Cambium may postpone the affected work until an appropriate backup is available or the parties agree in writing on an alternative approach. The parties' responsibilities and liability remain subject to the MSA.

5.3 Delays

If Client does not meet its dependencies, Cambium may move the schedule and bill extra time at the rates in Section 2.2, as MSA Section 4.9 allows. For a fixed-fee Project delayed by Client for more than thirty (30) days, Cambium may invoice completed milestones and the portion of the fixed fee attributable to work completed on any milestone in progress. Any amounts invoiced under this paragraph will be credited against the fixed fee and will not increase the total fixed fee.

6. Scheduling

6.1 Scheduling work

Cambium will schedule work sessions with Client. Work is performed during Business Hours unless the Order or a written change order says otherwise. After-hours or holiday work Client asks for must be agreed in writing before it is scheduled. If Client cancels or moves a scheduled session with less than two (2) Business Days' notice, Cambium may bill the time reserved for the session, up to four (4) hours at the applicable hourly rate in Section 2.2, plus any non-refundable costs. For a fixed-fee Project, this charge is in addition to the fixed fee.

7. Completion and Acceptance

7.1 Review period

When Cambium finishes a deliverable or the Project, it will tell Client in writing. Client has five (5) Business Days after receiving Cambium's notice to review the deliverable and notify Cambium in writing of any material way it does not meet the Order, with enough detail for Cambium to identify and reproduce the problem.

7.2 Fixes

Cambium will fix the items Client reports that do not meet the Order and tell Client when they are fixed. A new five (5) Business Day review then applies to the fixed items only.

7.3 Deemed acceptance

A deliverable or Project is accepted on the earlier of: (a) Client's written approval; or (b) the end of the review period if Client has not given written notice of a material issue as described in Section 7.1.

7.4 Punch list

Minor issues that do not stop normal use go on a punch list that Cambium will complete within a reasonable time. They do not delay acceptance or the final invoice.

8. Warranty and Liability

8.1 Workmanship warranty

MSA Section 12 applies to Projects. If Client believes Project work did not meet the warranty in MSA Section 12.1, Client must tell Cambium in writing within ten (10) Business Days after the work was performed, as MSA Section 12.2 provides. Acceptance under Section 7 is separate from, and does not shorten, that warranty period. Products carry only their manufacturers' warranties (MSA Section 12.4).

8.2 What the warranty does not cover

The warranty does not cover problems to the extent they are caused by changes made after acceptance by anyone other than Cambium, by failures of Products or Third-Party Services, or by conditions Client was responsible for under Section 5.

8.3 Liability

MSA Section 13 (including the exclusions in Section 13.1, the single aggregate cap in Section 13.2, and the time limit for claims in Section 13.5) and MSA Section 14 (Indemnification) apply to Projects and to all work under this Attachment. This Attachment does not create a separate liability cap and does not add warranty remedies beyond those in MSA Section 12.2.

9. Term, Cancellation, and Ownership

9.1 Term

A Project ends when the final deliverable is accepted and all amounts for it are paid. MSA Section 6.2 (automatic renewal and month-to-month service) and the early termination fee in MSA Section 6.3 do not apply to Projects, and this sentence expressly modifies those Sections for Projects.

9.2 Cancellation by Client

Client may cancel a Project by written notice delivered in accordance with MSA Section 17.2. Cancellation is subject to this Section 9.2 and the applicable provisions of the MSA, except where this Attachment expressly modifies them. Client will pay for (a) work performed through the cancellation date; (b) Products ordered for the Project that cannot be returned under the supplier's return rules; and (c) non-cancellable costs Cambium has incurred. For a fixed-fee Project, work performed means the fees for milestones completed before cancellation, plus time and materials for the milestone in progress at the project rate in Section 2.2 (if the Order has no milestones, the whole Project is the milestone in progress). For a fixed-fee Project, the total of (a), (b), and (c) will not exceed the fixed fee. Cambium will apply any deposit to these amounts and refund the rest within thirty (30) days.

9.3 Cancellation by Cambium

Cambium may suspend or terminate a Project as permitted under MSA Sections 5, 6.4, and 6.5. If Cambium terminates a Project for its own convenience under MSA Section 6.5, Client will pay for work performed through the termination date, any Products ordered for the Project that cannot be returned under the supplier's return rules, and any non-cancellable costs Cambium has incurred. For a fixed-fee Project, work performed will be calculated using the method in Section 9.2(a), and the total amount payable will not exceed the fixed fee. Cambium will apply any deposit to these amounts and refund any remaining balance.

9.4 Project documents

Once Client has paid in full, Client owns the final documents written specifically for it in the Project, such as network diagrams and as-built documentation. Cambium retains ownership of its pre-existing materials and any templates, scripts, tools, methods, and know-how used to create those documents, which remain Cambium Materials. Client's ownership of the final documents does not transfer ownership of any Cambium Materials incorporated into them. This Section expressly modifies MSA Sections 11.3 and 11.4 only as to ownership of the final documents.