

## **Professional Services Addendum to Service Order**

This Professional Services Addendum ("PSA") between Customer.io and Company forms part of the Agreement and is effective as of the Effective Date. All capitalized terms used but not defined will have the meanings set forth in the Agreement.

### **1. Engagement of Professional Services**

**1.1** Customer.io provides a variety of professional services, as outlined in the applicable Service Order (collectively, including all Deliverables, "Professional Services").

**1.2** Professional Services Description. The Professional Services that the Company is contracting for (including all payment therefore) will be referenced on the applicable Service Order.

**1.3** Company will accept or reject all Deliverables as outlined in the Service Order. To the extent Company does not reject any Deliverable in writing within 5 business days, the Deliverable will be deemed accepted. Company's notice must include a reasonable description of how the Deliverable fails to meet specifications, and upon receiving such notice, Customer.io will correct such Deliverable, within a commercially reasonable period of time.

**1.4** Company may terminate this PSA and all outstanding Professional Services at any time upon written notice to Customer.io. Within 45 days of Customer.io's receipt of such notice, Customer.io will refund Company a pro-rata portion of any pre-paid amounts for Professional Services and Deliverables that Customer.io has not performed as of the date Customer.io receives such notice, minus a 25% fee to cover Customer.io's administrative fees. For clarity, termination or expiration of this PSA and Professional Services offered hereunder will not affect the Services under the Agreement.

**1.5** Customer.io retains ownership of all intellectual property or other proprietary rights in the Professional Services. Customer.io grants Company a non-exclusive, non-transferable, royalty free, perpetual and worldwide license to copy, distribute, display, transmit, perform, and make derivative works of the Professional Services for internal business purposes.

**1.6** Customer.io's ability to perform the Professional Services is contingent on Company's timely response. Customer.io may suspend or terminate this PSA and all outstanding Professional Services upon written notice to Company if Company fails to respond to Customer.io for 14 days. Upon termination by Customer.io under this Section 1.6, no refund of prepaid fees will be owed by Customer.io.

**1.7** Additional Professional Services or Deliverables. Any additional Professional Services or Deliverables, other than those specified in the Service Order, will require a change order and may result in additional fees.

### **Relationship with the Agreement**

**2.1** The parties agree that this PSA replaces any existing addendum or other terms the parties may have previously entered into in connection with Professional Services.

**2.2** Professional Services and Deliverables are subject to the representations and warranties in Section 8 (Representations and Warranties; Disclaimers) of the Agreement.

**2.3** All indemnification obligations in the Agreement, including Section 12 (Indemnity), will apply to this Addendum, including all Professional Services and Deliverables.

**2.4** The limits of liability in the Agreement, including Section 13 (Limitation of Liability) of the Agreement will apply to this Addendum (in the aggregate, with all other claims under the Agreement).

**2.5** Whenever present on Company facilities, Customer.io will comply and will cause its personnel to comply with Company's on-site policies, as provided to Customer.io in advance in writing. In the event that Customer.io is unable to comply with any such policies, Customer.io will provide Company with written notice, and the parties will collaborate in good faith to address such issue.

**2.6** Except for the changes made by this PSA, the Agreement remains unchanged and in full force and effect. The terms of this Addendum are intended to supplement the Agreement. If there is any conflict between this PSA and the Agreement, this PSA shall prevail to the extent of that conflict.

**2.7** Any claims brought under or in connection with this PSA shall be subject to the terms and conditions, including the exclusions and limitations set forth in the Agreement.

**2.8** No one other than a party to this PSA, its successors and permitted assignees shall have any right to enforce any of its terms.