MANAGED SERVICES TERMS

REV 2026-10-23

These Managed Services Terms ("Managed Services Terms") set forth the additional terms and conditions that apply to Pellera's performance of managed services for Client as further specified in a Statement of Work. These Managed Services Terms supplement the Professional Services Terms or other effective written agreement in place between Pellera and Client governing Pellera's performance of managed services (the "Agreement"). These Managed Services Terms, together with Agreement, exclusively govern Pellera's provision of managed services. In the event of a conflict between these Managed Services Terms and the Agreement, these Managed Services Terms shall prevail.

1. DEFINITIONS

a) "Actual Quantity": The actual quantity of units utilized and measured each calendar month during the applicable invoice period.

b) "Hypercare Fee": A one-time fee applicable to the initial Service Term only and covers the charges applicable to the period between the Service Go Live Date and the Service Start Date.

c) "Minimum Contracted Quantity": The minimum number of units identified in the section *Pricing Summary*.

d) "NRC": A one-time fee for a service identified in the section *Pricing Summary*.

e) "Recurring Charges": A charge that repeats in accordance with the frequency noted in the section *Pricing Summary*. The Recurring Charge is the subscription service's Quantity multiplied by its Unit Price.

f) "Service End Date": The Service Start Date plus the Service Term until 11:59 PM EST of the last day of the Service Term. For a One-Time service in the *Pricing Summary*, the "Service End Date" shall be defined as the date the service was delivered and accepted, according to section *Delivery*.

g) "Service Go Live Date": The date a service was delivered and accepted, according to the section *Delivery*.

h) "Service Start Date": The first (1st) of the calendar month following the Service Go Live Date. For each auto-renewal period, the renewal Service Start Date shall be the previous Service End Date plus one (1) day, commencing at 12:01 AM EST. For a One-Time service in the *Pricing Summary*, the "Service Start Date" shall be defined as the date of execution of the applicable SOW.

i) "TCV": The total contract value of a service in the section *Pricing Summary*. When Recurring Charges apply, TCV is equal to the sum of all Recurring Charges multiplied by the Service Term.

j) "Term," "Service Period," and "Service Term": The minimum number of calendar months a service shall be delivered to Client.

k) "Unit Price": The price for each unit noted in the section *Pricing Summary*.

2. CALCULATIONS

a) Subscription Service Recurring Charges. The invoice charge for the Minimum Contracted Quantity will be the same each invoice period based on the subscription service's Recurring Charge, as stated in the section *Pricing Summary*; provided, however, that the Actual Quantity of that service delivered and measured each calendar month during the invoice period is equal to or less than the Minimum Contracted Quantity. If the Actual Quantity exceeds the Minimum Contracted Quantity, the Recurring Charge shall equal the Unit Price of the subscription service multiplied by its Actual Quantity. An increase in the Minimum Contracted Quantity of a subscription service shall be according to the section *Change Order Request Procedure*. Furthermore, unless otherwise noted in the section *Pricing Summary*, an NRC shall be invoiced that is equal to the Unit Price of the subscription service multiplied by the increase in its quantity above the Minimum Contracted Quantity. Recurring charges identified in a Statement of Work shall commence upon the Service Start Date unless otherwise specified in the applicable Statement of Work.

b) Estimated or OnDemand Subscription Service Recurring Charges. When a subscription service in the section *Pricing Summary* is explicitly noted as "OnDemand" or "Estimated" with a quantity greater than zero, the Recurring Charge in the section *Pricing Summary* is an estimate only. The invoiced Recurring Charge is equal to the Unit Price of the subscription service multiplied by its Actual Quantity delivered and measured each calendar month during the invoice period. An OnDemand or Estimated subscription service can be decreased without a termination fee and without using the COR Form (as detailed in the section *Change Order Request Procedure)*.

c) Fixed One-Time Service NRCs. When a One-Time service in the section *Pricing Summary* has a quantity equal to one, then the NRC is a fixed fee. The NRC shall be invoiced in advance unless milestone payments are documented in the section *Pricing Summary*.

d) Estimated One-Time Service NRCs. When a One-Time service in the section *Pricing Summary* is explicitly noted as "Estimated", then its quantity (e.g., hours or days) is an estimate only. The invoiced NRC is equal to the Unit Price of the Estimated One-Time service multiplied by the Actual Quantity delivered and measured each calendar month during the invoice period.

e) Rate Card Subscription Service Recurring Charges. When a subscription service in the section *Pricing Summary* is explicitly noted as "Rate Card" and has a quantity equal to zero, then its Service Term is defined as month-to-month and its invoiced Recurring Charge is equal to the Unit Price of the Rate Card subscription service multiplied by the Actual Quantity delivered and measured each calendar month during the invoice period. Furthermore, unless otherwise noted in the section *Pricing Summary*, an NRC equal to the Unit Price of the Rate Card subscription service multiplied by the Actual Quantity delivered and measured each calendar month during the invoice period. A Rate Card subscription service may be decreased without a termination fee and without using the COR Form (as detailed in the section *Change Order Request Procedure)*.

f) Rate Card One-Time Service NRCs. When a One-Time service in the section *Pricing Summary* is explicitly noted as "Rate Card" with a quantity equal to zero, then the NRC is equal to the Unit Price of the Rate Card One-Time service multiplied by the Actual Quantity of the service delivered and measured each calendar month during the invoice period.

g) Retainer Service NRCs or Recurring Charges. or a service in the section *Pricing Summary* that is explicitly noted as "Retainer." If the Retainer service has an NRC, it shall be invoiced in advance. The "Retainer Hours" are the total hours available during the Service Term and can be requested by Client as needed during the Service Term. If the Retainer service has a Recurring Charge, it shall be invoiced in arrears for each invoice period, unless otherwise noted in the section *Pricing Summary*. Client shall use the section *Change Order Request Procedure* to request additional Retainer Hours. At the end of the Service Term, any unrequested and unconsumed Retainer Hours are forfeited.

h) Hypercare Fee. When applicable, the Hypercare Fee is calculated using the Service Start Date minus its Service Go Live Date divided by the number of days in the calendar month where the Service Go Live Date occurred and then multiplied by its Recurring Charge.

i) When a subscription or a One-Time service in the section *Pricing Summary* can be requested and delivered by Client without Pellera involvement (i.e., "Self-Service"), the sections *Change Order Request Procedure* and *Delivery* do not apply, and Client shall be invoiced by Pellera once consumption of the service is measured.

3. CHANGE ORDER REQUEST PROCEDURE

A Change Order Request ("COR") to the applicable SOW shall be documented using one of the following methods, depending on the change type:

a) Changes to Services. Except for changes requested and delivered via Self-Service, changes to services in the section *Pricing Summary* shall occur according to this section. Decreasing the Minimum Contracted Quantity of a service may incur a termination fee.

b) Service Request Form: A change that: (i) increases the Minimum Contracted Quantity of a service in the section *Pricing Summary*, or (ii) adds a new project or consulting One-Time service not in the section *Pricing Summary* but is related to the scope of the services of this SOW (e.g. install additional Client equipment, upgrade or decommission Client equipment) shall use a service request ticket in Pellera's ticketing system to document the scope and pricing of the change with authorized e-approval from both Parties prior to execution. If Client's procurement and approval policies and procedures do not support this method, Client may then use the COR Form.

c) COR Form: A change that: (i) decreases the Minimum Contracted Quantity of a service in the section *Pricing Summary*; (ii) adds a subscription service that is not in the section *Pricing Summary* but is related to the scope of the services of this SOW; (iii) removes completely a service from the section *Pricing Summary*; or (iv) otherwise, modifies the terms and conditions and service descriptions of this SOW, shall use Pellera's COR Form to document the scope and pricing with authorized signatures from both Parties prior to execution.

d) SOW Form: A change will require a new SOW if it: (i) adds a service not in the section *Pricing Summary* and its scope is not related to the services of this SOW; or (ii) consolidates this SOW, its CORs, and other mutually agreed upon changes upon renewal of this SOW.

4. DELIVERY

a) For each service in the *Pricing Summary,* the Service Go Live Date, acceptance test plan and criteria, and subsequent invoicing are subject to a mutually agreed upon project plan that shall be defined after the SOW is signed by both Parties (and for subsequent CORs). Client shall propose Service Go Live Dates for each service no later than one (1) month of the date of SOW execution to ensure timely planning and delivery of each service. All Service Go Live Dates (including subsequent changes thereto) require the mutual agreement of both parties, provided that all Service Go Live Dates must occur within three (3) months after the date of SOW execution unless otherwise agreed by Pellera in writing.

b) Both Client and Pellera shall regularly attend project meetings and perform their assigned project tasks according to the mutually agreed upon project plan. Any potential or actual delays in the delivery of a party's assigned project tasks shall be escalated as soon as possible to the other party for resolution.

c) Upon delivery of all or a portion of a service by Pellera, Client shall perform its acceptance test. The delivery of a service is deemed accepted and invoiceable if Client either: (i) provides written acceptance within fifteen (15) days of the delivery date; or (ii) fails to provide written acceptance or rejection (with written punch list) within fifteen (15) days of the delivery date.

d) When the delivery of a portion of a service is mutually agreed upon and subsequently delivered and accepted (i.e., the Actual Quantity of the service delivered is less than its Minimum Contracted Quantity, as defined in the *Pricing Summary*), Pellera shall prorate the first invoice after delivery to the Actual Quantity delivered. Any subsequent increases in the Actual Quantity of the service delivered shall be reflected in future invoices.

e) When a SOW includes more than one Service with Recurring Charges that have disparate Service Go Live Date(s), the Service End Date for all Services shall be aligned with the latest Service End Date to ensure all recurring Services in that SOW are coterminous.

5. SOC 2 RECORDS

a) SOC 2 Type 2 Audit Report. Client may request a copy of Pellera's SOC 2 Type 2 Audit Report no more than once per calendar year. Pellera does not warrant or represent that the audit report meets Client's specific compliance standards or regulatory requirements.