pellera

Professional Services Terms for Services Acquired Through the IBM Cloud Catalog

Rev 2026-7-22

These Professional Services Terms ("Terms") set forth the terms and conditions pursuant to which Pellera Technologies ("Pellera") will provide professional services to Client as listed in the IBM Cloud Catalog (the "Services"). These Terms, together with the applicable Service Description, are the exclusive terms that govern Pellera's provision of Services to Client. These Terms may be supplemented by additional terms applicable to the specific Pellera Service being provided (the "Additional Terms"). When applicable, the Additional Terms will be incorporated by reference into the Service Description. To the extent there is a conflict between these Terms, the Service Description, and the applicable Additional Terms, the order of precedence shall be a) the applicable Additional Terms; b) the Service Description; and c) these Terms.

READ THESE TERMS CAREFULLY BEFORE COMPLETING THE ORDERING PROCESS FOR THE PELLERA SERVICES. PELLERA AGREES TO PERFORM THE SERVICES SUBJECT EXCLUSIVELY TO THE TERMS AND CONDITIONS CONTAINED HEREIN. PELLERA'S ACCEPTANCE OF CLIENT'S SERVICES REQUEST AND AGREEMENT TO PROVIDE SERVICES IS EXPRESSLY MADE CONDITIONAL ON CLIENT'S ACCEPTANCE OF THESE TERMS. CLIENT'S TERMS AND CONDITIONS ARE EXPRESSLY REJECTED BY PELLERA AND ARE NULL AND VOID. BY EITHER A) SELECTING THE "I ACCEPT" BUTTON THROUGH THE IBM CLOUD CATALOG, OR B) ACCESSING OR USING THE PELLERA SERVCIES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, AGREE TO BE BOUND BY THESE TERMS, AND REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, DO NOT SELECT THE "I ACCEPT" BUTTON. THESE TERMS SHALL BE EFFECTIVE AND ENFORCEABLE AS OF THE DATE ACCEPTED BY CLIENT (THE "EFFECTIVE DATE").

1. **DEFINITIONS.**
   a. "Affiliate" shall mean any entity that is Controlled by, or under common Control with, a party. In the case of Pellera, "Affiliate" shall include entities operating under the Pellera brand as indicated by Pellera from time to time. "Control" means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise;
   b. "Client" shall mean the end user purchasing the applicable Pellera Service from the IBM Cloud Catalog for its internal use;
   c. "Confidential Information" shall mean information a party knows or has reason to know is confidential, trade secret, or proprietary, including secret processes, trade secrets, customer lists, personnel statistics, pricing methods, techniques, inventions, product/service specifications, ideas, processes, prototypes, models, drawings, marketing plans, financial data, computer programs and computer software, and information identified in writing as confidential or proprietary, as well as Consulting Methodology;
   d. "Consulting Methodology" shall mean concepts, techniques, skills, know-how, methodologies, processes, inventions and tools (including hardware and software where applicable), source code, and any enhancements thereto or derivative works, that Pellera uses to produce the Work Product under a Service Description and which are not uniquely related to the project described in the Service Description;
   e. "IBM" shall mean International Business Machines Corporation or related entity offering the Pellera Services for resale through the IBM Cloud Catalog;
   f. "Services" shall mean the professional services Pellera makes available to clients from time to time on the IBM Cloud Catalog;
   g. "Service Description" or "SD" shall mean the transactional description available on the IBM Cloud Catalog detailing the specific Services to be performed;
   h. "Territory" shall mean the United States, Canada, and Mexico;
   i. "Work Product" shall mean all reports, studies, flow charts, diagrams, data, documentation, or any other items identified as a deliverable in the applicable Service Description, which are produced by or as a result of the Services. Excluded from the definition of Work Product is Consulting Methodology.

2. **FORMATION OF CONTRACT; ORDERING PROCESS.**
   a. Client's request to purchase a Pellera Service through the IBM Cloud Catalog constitutes an offer by Client to purchase the Services subject to these Terms and formation of a contract is conditioned upon Pellera's subsequent acceptance, which takes effect at the point where such offer is expressly accepted by Pellera upon the earlier of Pellera (i) performing the Services; or (ii) accepting Client's order for Services in writing.
   b. The performance of Services is subject to these Terms to the exclusion of any other terms and conditions stipulated or referred to by Client. Client acknowledges that it is aware of the contents of and agrees to be bound by these Terms. For the avoidance of doubt, these Terms, together with the Service Description and any applicable Additional Terms, contain the exclusive terms and conditions governing Pellera's performance of Services for Client.
   c. Client shall request to purchase the Pellera Service through the IBM Cloud Catalog. Following Pellera's receipt of such request, Pellera shall contact the Client to gather additional details and requirements from the Client. Upon confirmation of requirements, if necessary, Client shall modify its order through the IBM Cloud Catalog and, upon Pellera's acceptance of Client's order, Pellera shall commence performance of Services.

3. **SERVICES.** Pellera will use commercially reasonable efforts to perform the Services set forth in the Service Description. Client warrants and represents that Client shall not provide Pellera with access to any personal data, including but not limited to personal data subject to protection under the General Data Protection Regulation 2016/679 ("GDPR"). Client acknowledges and agrees that no processing, creation, receipt, transmission, storage, or maintenance of personal data, including personal data of European Economic Area data subjects, is required for the

Services. Client can visit Pellera's Privacy Policy at https://pellera.com/privacy-policy/. Additional terms applicable to Pellera's performance of Services are attached here to as Appendix A.

4. **COMPENSATION.** Client shall be invoiced for all Services acquired through the IBM Cloud Catalog by IBM or IBM's designated reseller. IBM or the applicable reseller shall establish terms with Client regarding Client's payment obligations. Pricing for Services shall be as specified in the IBM Cloud Catalog. Regardless of IBM's or the authorized reseller's payment terms with Client, these Terms constitute the sole and exclusive terms governing Pellera's performance of Services for Client acquired through the IBM Cloud Catalog. Pellera is not responsible for the actions or statements of IBM, resellers, or other suppliers, any obligations either has to Client, or any products or services that they supply to Client under their agreements. All prices quoted on the IBM Cloud Catalog are in US Dollars.

5. **INTELLECTUAL PROPERTY.**
   a. Subject to Sections 5(b) and (c) below, and except for materials that Pellera acquires under license from a third party, all Work Product created specifically for and provided to Client by Pellera under an Service Description shall be the property of Client for Client's and its Affiliates' internal use.
   b. Any Pellera Confidential Information, including Consulting Methodology, shall remain the exclusive property of Pellera. As such, Pellera remains free to use Consulting Methodology in future projects. To the extent any Work Product incorporates Consulting Methodology, Pellera hereby grants to Client a royalty-free, non-exclusive, revocable (to the extent the license granted herein is breached), perpetual, non-transferable license to use such Consulting Methodology solely for Client's internal business purposes as part of the Work Product, in accordance with the limitations set forth in these Terms and any applicable Service Description.
   c. Client acknowledges that Pellera provides similar services to other clients and that nothing in these Terms shall be construed to prevent Pellera from carrying on such business or from acquiring, licensing, marketing, distributing, developing for itself or others or having others develop for it similar products, solutions, services or materials performing the same or similar functions as the Services and Work Product contemplated by the Service Description.

6. **CONFIDENTIALITY.**
   a. No disclosure of any Confidential Information shall be made by the recipient, its employees, contractors, subsidiaries, Affiliates, agents or assigns without the express written consent of the discloser. In addition, neither party shall use Confidential Information for any purpose other than as intended by the Service Description. Confidential Information shall not include information which (i) is or becomes publicly known through no wrongful act of the recipient, (ii) was previously known by recipient at the time of receipt from discloser and not subject to any agreement of confidence between the parties, (iii) is received by a third party not subject to confidentiality obligations, or (iv) is independently developed by recipient without reference to discloser's Confidential Information, as documented by recipient's written records. Recipient shall notify discloser immediately in writing of any unauthorized knowledge, possession, distribution, or use of any Confidential Information. Confidentiality obligations expire two (2) years from the date of receipt by recipient. Recipient agrees to promptly return or destroy, at discloser's direction, any copies of Confidential Information, excluding electronic copies stored in backup and archival systems for internal recordkeeping purposes. Any Confidential Information retained in accordance with the foregoing shall continue to be protected in accordance with the confidentiality obligations contained herein.
   b. Client acknowledges and agrees that Pellera's Confidential Information is provided for Client's internal business purposes in furtherance of the Services described in the Service Description and is not to be disclosed to third parties, unless prior written consent is granted by Pellera.
   c. Client warrants and represents that Client's engagement of Pellera to perform the Services described herein, as well as provision of any documents, contracts, data, or system access, shall not violate Client's agreements with any third parties. Client shall fully indemnify, defend, and hold Pellera harmless from and against any such claims.

7. **TERMINATION**. Unless otherwise specified in the Service Description or applicable Additional Terms, the applicable Service Description may be terminated at any time by either party: (i) upon thirty (30) days' prior written notice without cause, (ii) upon written notice if the other party breaches any material term of these Terms, the Additional Terms (if applicable), or the Service Description and such breach remains uncured for a period of thirty (30) days following receipt of written notice of such material breach from the other party, (iii) Client fails to pay IBM or its authorized reseller amounts due for Services under these Terms; (iv) the Client has violated applicable law or the continued performance of Services would be in breach of applicable laws; or (v) upon written notice if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors or files for protection under Title 11 of the United States Code. Upon any such termination, Pellera shall be entitled to be paid for all work performed, all deliverables provided, and all accrued charges and costs incurred up to and including the effective date of termination. Client may additionally be responsible for payment of an early termination fee if specified in the applicable Service Description or Additional Terms.

8. **DELIVERY; SUBCONTRACTORS; INDEPENDENT CONTRACTORS**.
   a. All Services are delivered remotely, unless otherwise noted in the Service Description, and may be delivered using resources that are located outside of the United States.
   b. Pellera may subcontract any Service or portion thereof detailed in a Service Description to a third party subcontractor or Affiliate.
   c. Pellera is an independent contractor and shall not be deemed an employee or agent of Client. Neither party shall have the right to bind the other party to any agreement with a third party or to incur any obligation or liability on behalf of the other party. Each party shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's

compensation, disability benefits and similar employer obligations for its personnel. Each party assumes full responsibility for the acts of its subcontractors.

9. **WARRANTY; DISCLAIMER.** Pellera warrants it shall perform Services in a good and workmanlike manner consistent with generally accepted industry practices. Client must notify Pellera of any nonconforming Services within thirty (30) days of performance. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SERVICES, INCLUDING ALL WORK PRODUCT AND THIRD PARTY TOOLS UTILIZED TO PERFORM SERVICES, ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. PELLERA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE SERVICES, TOOLS, OR DELIVERABLES PROVIDED OR UTILIZED. CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE ASSOCIATED WITH THE SERVICES, INCLUDING ANY LOSS OR DAMAGE TO DATA.

10. **LIMITATION OF LIABILITY.**
    a. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM FOR DAMAGES HEREUNDER, AND PELLERA'S MAXIMUM LIABILITY UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR PAYABLE BY CLIENT FOR THE APPLICABLE SERVICE GIVING RISE TO THE CLAIM FOR LOSS OR DAMAGE (IF RECURRING, SIX (6) MONTHS' CHARGES SHALL APPLY TO THE FOREGOING CALCULATION).
    b. UNDER NO CIRCUMSTANCES WILL PELLERA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, SUPPLIERS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE, OR DATA WHETHER IN AN ACTION ARISING IN CONTRACT, TORT, STATUTE OR OTHERWISE, EVEN IF PELLERA HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

11. **NON-SOLICITATION**. During the term of the applicable Service Description and for a period of twelve (12) months thereafter (the "Non-solicitation Period"), Client shall not solicit for employment or otherwise grant employment to any current employee of Pellera contacted in connection with the applicable Service Description without Pellera's prior written consent. Notwithstanding the foregoing, nothing in these Terms shall prohibit Client from issuing solicitations which are directed to the general public in the ordinary course of business and which do not specifically target Pellera's employees.

12. **GOVERNING LAW/VENUE**.
    a. US Entities. These Terms shall be governed, construed, and enforced pursuant to the laws of the State of Florida. Any suit, action or proceeding arising from or relating to these Terms must be brought solely and exclusively in the state or federal courts, as appropriate, in Leon County, Florida, and each party irrevocably consents to the jurisdiction and venue of such courts in any such suit, action or proceeding. THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, ACTIONS, PROCEEDING, OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS.
    b. Canadian Entities. Governing law for Services performed by Pellera Canadian Affiliates shall be Ontario law.
    c. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms.

13. **SEVERABILITY**. If any provision of these Terms is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of the applicable Service Description, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of the Service Description a provision as similar in terms to such illegal, invalid, or unenforceable provisions as may be possible and be legal, valid, and enforceable.

14. **EXCLUSIVE REMEDIES**. Each party agrees that the remedies set forth herein shall be the exclusive remedies available to each party.

15. **ENTIRE AGREEMENT**. These Terms, together with the Service Description and any applicable Additional Terms, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior expressions, whether written or oral. No waivers, alterations, or modifications of these Terms may be made unless in writing signed by both parties. These Terms shall terminate upon completion the services described in the applicable Service Description, provided the following sections shall survive: Section 2, "Formation of Contract;" Section 4, "Compensation;" Section 5, "Intellectual Property;" Section 6, "Confidentiality;" Section 9, "Warranty; Disclaimer;" Section 10, "Limitation of Liability;", Section 11, "Non-Solicitation;" Section 12, "Governing Law/Venue;" and Section 14, "Exclusive Remedies."

Appendix A: Additional Terms

Professional Services Additional Terms and Dependencies:

Unless otherwise noted in the Service Description, the following terms will apply to all of the Service offerings available through the IBM Cloud Catalog:

- **Term**: maximum of one hundred and eighty (180) days following Pellera's acceptance of Client's order for Services (the "Term").
    - Upon expiration of the Term, Services are considered complete. All Services ordered by Client must be utilized prior to expiration of the Term.
    - For hourly Services, unused hours expire at the end of the Term. No credit, refund, roll-over, or reassignment of unused hours is available.
- **Invoicing**: The Services shall be invoiced in accordance with Client's terms with IBM.
- Services will be delivered on a best-efforts basis and scheduled over consecutive calendar days with a minimum of two (2) weeks' notice.
- No credit is given for 'unused' time.
- Pellera will provide a Single-Point-of-Contact (SPOC) to Client for the duration of the project.
- Pellera may subcontract any part of this service to subcontractors including subsidiaries, affiliates, and third parties.
- Pellera may utilize resources located outside the United States to deliver Services.
- Client responsibilities:
    - All relevant software must be in working order and properly licensed at the time of the project start.
- Exclusions:
    - Any Services beyond those explicitly described in the Service Description presented in the IBM Cloud Catalog

Please note: Unless otherwise noted in the Service Description, travel and living expenses are not included and will be invoiced separately at actual costs.