

Professional Services Addendum

Last Updated: 1 February 2026

This Professional Services Addendum (the “PSA”) is part of and subject to the Master Subscription Agreement (the “Agreement”). In the event of any conflict or inconsistency between the terms of this PSA and the Agreement, the terms of the Agreement shall prevail, provided that any conflict regarding technical specifications, service levels, or commercial pricing unique to the Professional Services shall be governed by this PSA. All Core Legal Terms set forth in the Agreement, specifically regarding Termination, Liability, Indemnification, and Governing Law, shall strictly prevail over any conflicting terms in this PSA. Operational terms unique to Professional Services, such as service-specific warranties and scheduling, remain governed by this PSA.

Capitalized terms used but not defined in this Appendix shall have the meanings set forth in the Agreement.

For and in consideration of the representations and promises of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.

- 1.1. Company will provide Customer with professional services as set forth in the applicable Quote (the “Professional Services”). From time to time, Customer may request additional professional services or changes to the Professional Services purchased, subject to approval in writing by Company. All other quotes and services provided by Company will be governed by this PSA as well.
- 1.2. In addition to the Professional Services, Company may also provide Customer with access to its software created to enhance the functionality of the NetSuite service made available as a SaaS service (“the Service”). This Service is governed by the Terms of Service which can be found at <http://www.zoneandco.com/legal>.
- 1.3. The Professional Services to be provided to Customer are described in a Statement of Work (“SOW”) or listed on the Quote. Company will assign a consultant to perform the Professional Services (the “Consultant”): (i) within 10 business days after Customer’s written acceptance of a Quote; or (ii) within 10 business days after the Quote’s stated Subscription Start Date (whichever is later).
- 1.4. For Professional Services with a predetermined price, such as Activation or Premium Implementation Packages, Customer may request a specification of the Professional Services purchased (the “Services Specification”). The Services Specification lists how many sessions or hours are included in the package, as well as other possible conditions and limitations. Any services requested by Customer that are outside the services listed in the Service Specifications, will be deemed out of scope and will be charged separately. Company may invoice such additional charges without prior Customer’s additional consent, unless agreed otherwise in writing.
- 1.5. All additional services, including but not limited to additional training, configuration or technical development related to the NetSuite Add-on, shall also be governed by this PSA.

- 1.6. **Customer or Third-Party Implementation.** If Customer elects to perform the implementation of the Services or utilizes a third-party to perform such implementation, Company shall have no liability or responsibility for any defect, error, loss, or damage arising directly or indirectly from such implementation, including without limitation, any failure to achieve desired functionality or performance. Any Services or subsequent support provided by Company will be based on the assumption that the implementation was performed correctly by the Customer or third-party, and Customer shall indemnify and hold Company harmless against any claims arising from the non-Company implementation.

2. Compensation for the services

- 2.1. Company will invoice services that are charged by the hour periodically but not less than monthly, after the services have been provided, unless the Quote states otherwise. Time and materials not included in an invoice for the invoicing period, will be added to a subsequent invoice.
- 2.2. Configurations and prices of services are subject to change at any time upon ninety (90) days written notice. Customer agrees to any such changes of prices or configurations unless Customer terminates in writing the Quote and the PSA within thirty (30) days of Company's notice. Such termination will be effective the date on which the new prices and/or rates will take effect.
- 2.3. Billing Reports and Disputed charges. For invoices containing items based on usage or hours, Customer may request a detailed billing report, the format of which is at Company's sole discretion. If Customer disputes an invoice, Customer must notify Company in writing of such dispute and submit all information and documentation that Company may require to determine the accuracy of the invoice in line with the Agreement's Payment and Billing terms.

3. Professional Services Warranties

- 3.1. Customer must notify Company of any warranty deficiencies in writing within thirty (30) days from the last day of performance of the alleged deficient Professional Services.
- 3.2. Company does not provide any warranty or guarantee on the results of the Professional Services. Should the Professional Services include modification, configuration or customization of a product, such modification, configuration or customization is not guaranteed to be free of errors. Because every project and customer is different, Company does not warrant meeting deadlines or budget targets.
- 3.3. Company does not warrant that the Professional Services will be performed free of error or uninterrupted, that Company will be able to correct all Professional Services errors, or that the Professional Services will meet Customer's requirements or expectations. Company is not responsible for any issues related to the performance, operation or security of the Professional Services that arise from Customer data or third-party applications or professional services provided by third parties.
- 3.4. Customer's exclusive remedy for warranty claims and Company's entire liability shall be the correction of the deficient Professional Services, or, if Company cannot substantially correct the deficiency in a commercially viable manner, Customer may terminate the deficient Professional Services and Company will refund to the Customer the fees for the terminated Professional Services that Customer pre-paid to Company for the period following the effective date of termination.
- 3.5. To the extent not prohibited by law, this warranty is exclusive and there are no

other express or implied warranties or conditions, including for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

3.6 All warranties will become null and void, and Company will not be liable for any consequences if Customer modifies, removes or changes any (part of the) Professional Services.

4. Duration of the PSA

4.1. Each SOW shall commence on the date it is signed by both parties, and shall expire upon completion of the project in the SOW, or as otherwise set forth in the applicable SOW. Once signed by both parties, an SOW and/or a Quote shall be noncancellable, except as otherwise explicitly stated in such SOW or Quote. This PSA will terminate automatically when all services on Quotes and SOWs referencing to this PSA are terminated or expired.

4.2. Notwithstanding the above, Company's obligation to provide Professional Services under a predetermined fee arrangement (such as activation or premium implementation projects) expires the earlier of:

- a. The agreement between Customer and Company is expired or terminated
- b. Four weeks after the applicable product(s) for the services in scope have been moved to production, at COMPANY's discretion. In a project with multiple phases, the four weeks start when the first part of the product is moved in Production.
- c. Twelve months from the date an SOW has been signed

4.3. All obligations of the parties that accrued prior to termination of this PSA shall survive termination of this PSA.

5. General

5.1. Company, in its sole discretion, may implement technical measures aimed at protecting the Professional Services, and Customer is prohibited from attempting to remove or circumvent such protections.