

Workorder Agreement

Professional Services Workorder Agreement

By ordering Standard Professional Services, the services as described herein, ("**Professional Services**") from Pikered srl ("**Pikered**"), the customer ("**Customer**") agrees to be bound by the terms and services described herein ("**Workorder**") as well as the Professional Services Terms & Conditions ("**Agreement**"). Either Pikered or Customer may be referred to as "**Party**", or collectively as "**Parties**", as the case may be.

Professional Services may be delivered directly by Pikered, or by or through one or more of its contractors. To the extent there is a conflict between these terms and any other terms and conditions, this Workorder shall govern and control.

By placing an order for Professional Services ("**Professional Services**") from Pikered srl ("**Pikered**"), the customer ("**Customer**") agrees to the terms outlined in this document ("**Workorder**") and the Professional Services Terms and Conditions ("**Agreement**"). Both Pikered and Customer may be referred to individually as a "**Party**" or collectively as the "**Parties**," as applicable. Professional Services may be provided directly by Pikered or through one or more of its contractors. In the event of any conflict between this Workorder and other terms and conditions, this Workorder shall take precedence.

1. Terms of Payment, Fees and Acceptance

Professional Services shall be performed on a time and materials basis. For onsite engagements all travel and subsistence expenses ("**T&E**") are chargeable at actual cost and are in addition to the Professional Services fees ("**Fees**"). Estimated T&E may be approved in advance by the Customer and electronic copies of receipts will be provided upon request. Unless otherwise agreed, Professional Services will be invoiced upon acceptance of the relative Quotation and shall be paid to Pikered ninety (90) days end of month from the invoice date. All additional Fees, applicable charges, and T&E shall be invoiced to Customer monthly and be paid to Pikered with the same conditions. All Fees are exclusive of duties and taxes, and Customer shall be responsible for such duties and taxes.

These terms, solely as they relate to the Professional Services described herein, shall supersede any other terms or pre-printed terms on a Sales Order, Purchase Order, or other writing issued by Customer in response to a Pikered Quotation.

To schedule Professional Services, Pikered requires acceptance of any related Quote presented to Customer, forwarded by e-mail to the Pikered representative handling the Quotation.

Pikered reserves the right to reject purchase orders.

Pikered reserves the right to reject purchase orders. This Workorder will automatically terminate upon the exhaustion of all hours provided under the Quotation, Purchase Order, or other ordering document, or at the end of the Professional Services Period, whichever occurs first

2. Re-Scheduling and Cancellation of Professional Services

No refund will be granted for Professional Services upon rescheduling or cancellation by the Customer. Pikered requires a minimum prior notice in case of rescheduling, which is ten (10) business days for Professional Services provided on site and two (2) business days for Professional Services provided remotely. If no minimum prior notice is provided, or if the Customer is unavailable or absent at the agreed-upon time and date, Pikered reserves the right to charge the Customer an additional fifty percent (50%) of the agreed fees to reschedule the activities to another time and date, with payment due ninety (90) days from the end of the month in which the invoice is issued. Additionally, the Customer must reimburse Pikered for any non-refundable expenses, including airfare, lodging, or other costs incurred due to the cancellation or rescheduling.

3. Access to In-Scope Environments, Facilities & Working Hours

Professional Services may be delivered either onsite or remotely. For onsite services, the Customer shall provide Pikered personnel with necessary office space, computer resources, materials, facilities, and other agreed-upon support to enable Pikered to perform the Professional Services. The Customer's work facilities must be clean, safe, and provide Pikered with access to the environment in accordance with the Customer's policies, ensuring availability throughout the work period.

For remote services, the Customer will provide compliant remote access for the entire engagement. This remote access must enable both GUI and CLI access to the Pikered systems within scope.

Regardless of whether the services are provided onsite or remotely, the Customer must designate a primary technical contact who can promptly respond to questions regarding the in-scope environments. This contact is also responsible for facilitating all access requirements and ensuring appropriate access privileges are granted as specified by Pikered during the Professional Services Period.

Pikered defines a workday as a maximum of eight (8) hours during normal business hours, with breaks for meals and other necessary communications with Pikered. All hours worked by Pikered personnel, whether onsite or remote, to support the project and complete project documentation, will be billable under the engagement. Pikered operates on a forty (40) hour billable workweek, with eight (8) hours per day, typically Monday through Friday, subject to local variations. Any work outside of these standard hours or beyond the scope of the Workorder will require an additional purchase order.

For onsite services, there is a minimum billing increment of four (4) hours. If service hours exceed four hours, billing will continue in thirty (30) minute increments for every additional half hour until the service is complete. For remote services, billing starts in thirty (30) minute increments for any task, except for minor tasks under five (5) minutes, where billing will begin only after three such tasks are completed.

4. Nature and Project Management of Professional Services

The Professional Services outlined in this Workorder may be agreed upon either before or during the engagement with the Customer, provided that Pikered determines such services to be aligned with its Code of Ethics (available at <https://www.pikered.com/en/company/>) and within the skills and availability of the assigned personnel.

Any written documentation or deliverables produced as part of this engagement will be based on available time and Pikered's commercially reasonable efforts. Additional written documentation, if required, will be limited to what can be created within the paid consulting hours covered by this engagement.

Pikered reserves the right, at its sole discretion, to substitute or reassign personnel involved in the engagement.

If the Customer has not allocated a portion of the purchased Professional Services to Pikered for project management, Pikered reserves the right to assign a project manager or engagement manager. This individual may use up to twenty percent (20%) of the purchased Professional Services time for tasks such as project initiation, internal handovers, kick-off preparation and meetings, resource management and scheduling, reporting on budget usage and progress, serving as a single point of contact, managing escalations, and preparing for project close-out and related meetings.

If the twenty percent (20%) allocation does not result in an even number of hours, the time will be rounded up to the nearest full hour.

5. Unused Professional Services

Unless otherwise agreed in writing by both Parties, Professional Services must be scheduled and utilized by the Customer within six (6) months from the date of the purchase order ("**Professional Services Period**"). Any portion of the Professional Services that remains unused ("**Unused Services**") by the end of the Professional Services Period will automatically expire. Unused Services will not be refunded or credited towards any future or additional Professional Services. If the end of the Professional Services Period falls on a weekend, the next business day will be considered the final date of the Professional Services Period.

If the Customer wishes to receive Professional Services after the Professional Services Period has ended, the terms and fees for those services must be agreed in writing with a separate Quotation and Statement of Work.

6. No Software Services or Licenses

This Workorder applies solely to the provision of Professional Services. Any software or subscription services, including maintenance and support provided by Pikered to the Customer, will be governed by separate agreements or terms and conditions.

7. Prerequisites

The Customer confirms that it has purchased and possesses all necessary licenses required to complete the engagement. To ensure the successful delivery of the Professional Services, the Customer must provide Pikered with all requested information in a timely manner and ensure that the environment is prepared for Pikered to operate within their facilities.

If the required setup is not completed before the start date of the Professional Services, this may result in delays and additional costs for the Customer. Pikered will not be responsible for any such delays or any associated costs, including but not limited to rescheduling resources, additional travel or lodging expenses, or any other costs or liabilities due to the Customer's delay.

Pikered will use email as the default method for document transfer unless the Customer requests a different mechanism in writing. There should be no expectation of end-to-end encryption for email communications between Pikered, its contractors, or the Customer.

Pikered will not be responsible for supporting or working with: (i) the Customer's software; (ii) the Customer's systems (whether proprietary or otherwise); or (iii) any third-party software or systems.

8. Subcontracting

Pikered may use qualified subcontractors, who may also be Pikered employees, to perform the Professional Services. The Customer agrees to direct all project-related communications involving subcontractors through Pikered's assigned project manager or engagement manager.

9. Cooperation

Pikered and the Customer acknowledge that successful completion of this project will require full and mutual cooperation in good faith. Whenever agreement, approval, acceptance, consent, or similar action is required from either Party as stipulated in this engagement, such actions will not be unreasonably delayed or withheld.

10. Exclusions

The Professional Services outlined in this Workorder do not encompass support services provided by Pikered Customer Support, including the resolution of software bugs. The Customer is responsible for maintaining a valid extended support contract with Pikered and for reaching out to Pikered Customer Support for any support-related issues.

To ensure that Pikered Professional Services personnel can focus on delivery activities, the Customer must manage all technical support issues arising during this engagement directly with Pikered Customer Support. If Pikered Professional Services is requested to manage or collaborate with Pikered Customer Support, the time and effort involved will be billable to the Customer.

11. Miscellaneous Provisions

Neither Party shall be held liable to the other for any delay or failure to perform that results from causes beyond their control and without the fault or negligence of the Party claiming an excusable delay ("**Excusable Delay**"). Pikered will promptly notify the Customer of any anticipated Excusable Delay that may hinder its full performance. Notwithstanding the above, if the Excusable Delay prolongs Pikered's performance by ten (10) days or more, Pikered acknowledges that the Customer may terminate the affected Workorder with written

notice of at least ten (10) business days, without incurring any penalties or financial obligations. The Customer will then have the option to either reschedule the Professional Services or receive a refund for any unused Professional Services.

12. Language of the Professional Services

All documentation, deliverables, and any other verbal or written communications provided by Pikered to the Customer during the engagement will be issued in English and/or Italian, based on the Customer's preference. Pikered will not offer any translation services.

13. Approval/Completion

Periodically, by request of the Customer or upon completion of the Professional Services, Pikered sends timesheet records to the Customer. When timesheet records are provided electronically to Customer, Customer has five (5) working days to review such timesheets and dispute such records ("**Review Period**"). If such records are disputed within the Review Period and evidence of improperly declared working hours/days emerges, then Pikered accepts to deliver that amount of working time with no additional invoices related to the Services. Any additional fees and costs will be charged to the Customer as defined in Section 1.

Unless agreed in writing, the production of deliverables as part of Professional Services is only performed within the available time. The partial or total lack of agreed-upon deliverables cannot constitute cause to dispute the declared working time and extend the Professional Services.