

Professional Services Agreement

This Professional Services Agreement (“Agreement”) is made and entered into on (“Effective Date”) between (“Customer”) and PM Sherpas LLC. In consideration of the mutual promises contained herein, the Parties agree as follows:

1. SERVICES

1.1 **Engagement of Services:** Customer and PM Sherpas LLC hereby agree that Customer may engage PM Sherpas LLC for various professional and support services related to the Planview products and services licensed by Customer, as performed under this Agreement. Details for professional services, as mutually agreed, will be specified in a statement of work as attached hereto as **Addendum A** (“SOW”), which when signed by both Parties will be incorporated into this Agreement.

1.2 **Performance of Services:** PM Sherpas LLC shall perform for Customer the services described in this Agreement and each applicable SOW (“Services”) in a timely and professional manner, by the completion dates and terms set forth in the applicable SOW and in accordance with this Agreement.

1.3 **Work Product and / or Deliverables:** PM Sherpas LLC shall perform the Services as described in the applicable SOW in accordance with the dates set forth in the SOW. PM Sherpas LLC shall perform the Services to materially conform with the requirements as set forth in the SOW. If the Services materially differ from such requirements, then Customer shall immediately notify PM Sherpas LLC of such defect, and upon such notice, PM Sherpas LLC shall immediately correct any such inadequacies or problems.

2. COMPENSATION

2.1 **Compensation.** Compensation for PM Sherpas LLC will be per the payment terms set forth in the applicable SOW. PM Sherpas LLC shall be entitled to reimbursement for all pre-approved expenses as shall be agreed upon. All expenses are subject to submission and approval of written statements and receipts in accordance with the then regular procedures of the Customer.

2.2 **Payments.** Unless otherwise stated in the applicable SOW, all payments by Customer shall be made in advance. Payment shall be due 15 (fifteen) calendar days after the date that the invoice is received by Customer.

2.3 **Payment Method.** Payments will be by wire transfer to PM Sherpas LLC’s bank account in USD.

3. CONFIDENTIALITY

3.1 **Definition.** “**Confidential Information**” means any confidential or proprietary information, technical data, trade secrets or know-how, information, ideas or materials of a creative nature, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, techniques, research and development plans and results, processes, formulas, reports, technology, designs, drawings, specifications,

works of authorship, data, formulas, files, HTML, computer source and object code, patent applications, and other materials relating to the Parties' and their respective customers' business, services, processes or technology, engineering, marketing, development plans, marketing and sales plans and forecasts, budgets, finances or other business information (including, without limitation, profits, costs, marketing, purchasing, sales, operations, policies, procedures, personnel, salaries, suppliers, and contract terms), books, manuals, records, files, reports, files, reports, notes, contracts, lists, blueprints and other documents and or materials, or copies thereof, any other trade secrets, information, ideas, materials of or relating in any way to the past, present, planned or foreseeable business, products, developments, technology or activities disclosed either directly or indirectly in writing, orally or by drawings or otherwise. The deliverables and any Confidential Information developed in connection with tasks specified within any Addendum will also be considered Confidential Information.

3.2. Non-Use and Non-Disclosure. Neither Party shall, during or subsequent to the term of this Agreement, use Confidential Information belonging to the other party for any purpose whatsoever other than for the performance of the Services on behalf of Customer and shall not disclose or otherwise make available Confidential Information to any third Party. Each Party will protect Confidential Information from disclosure to others using the same degree of care used to protect its own confidential or proprietary information, but in any case using no less than a commercially reasonable degree of care. Each Party may disclose Confidential Information only to its employees, contractors and agents who have a need to know such Confidential Information. Each Party shall take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including having each employee, contractor and agent, with access to any Confidential Information execute a nondisclosure agreement with terms substantially similar to those herein. In the event a party is required by law, regulations or court order to disclose any Confidential Information belonging to the other party, it will promptly notify the other party in writing prior to making any such disclosure and the other party may, at its sole expense, seek a protective order or other appropriate remedy from the proper authority. Confidential Information does not include information which (i) is lawfully in the possession of the receiving party at the time of disclosure by the other party, as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) has become publicly known and made generally available through no act of PM Sherpas LLC or Customer; (iii) is approved by the party that owns it, in writing, for release; or (iv) has been lawfully received from a third party who is authorized to make such disclosure and without breach of any duty of confidentiality.

3.3 Return of Materials. Upon termination of this Agreement or upon Customer's earlier request, PM Sherpas LLC shall deliver to Customer all of Customer's Confidential Information that PM Sherpas LLC may have in its or any of its employees' possession or control. Customer shall, likewise, return to PM Sherpas LLC all of PM Sherpas LLC's Confidential Information.

4. **TERM AND TERMINATION**

4.1 **Term.** This Agreement will commence on the date first written above, will continue for a period of one year and automatically renew for additional one year terms unless terminated by either Party as provided below.

4.2 (1) **Termination for Convenience:** Either Party may terminate this Agreement or any SOW thereof with or without cause with 30 calendar-days prior written notice to the other. The effective date of termination would be 30 calendar days from the date of such written notice ("Notice Period"). Any such notice must be addressed to the address shown below or such other address as either Party may notify the other of. Customer shall be liable only for any PM Sherpas LLC work completed through the date the termination notice is provided (i.e., such date immediately prior to the start of the Notice Period). Unless as otherwise set forth in an applicable SOW, if Customer terminates this Agreement for convenience, Customer shall not be entitled to any refund and shall remain obligated to pay, as liquidated damages and not as a penalty, all outstanding fees and charges, if any, not prepaid and owed relating to any work done under the applicable SOW at the time of such termination for the remainder of the term or renewal term under the SOW.

(2) **Termination for Cause:** A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Unless otherwise stated in the applicable SOW, upon any termination for cause by PM Sherpas LLC, Customer shall pay any unpaid fees covering the remainder of the term of any applicable SOW after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to PM Sherpas LLC for the period prior to the effective date of termination or as otherwise set forth in an applicable SOW for a minimum commitment.

(3) **Survival.** Unless as otherwise provided above, upon termination all rights and duties of the parties toward each other will cease except (a) Customer shall pay all amounts per PM Sherpas LLC invoices issued for hours completed until the termination date and related and pre-approved expenses, if any, in accordance with the applicable SOW; (b) if Customer terminated for convenience, Customer shall pay the remainder of any minimum commitment, if applicable, in accordance with the SOW, and (b) Sections 3, 4 and 5 will survive termination of this Agreement. Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages resulting from termination of any kind if termination is solely in accordance with Agreement terms. Termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

5. **MISCELLANEOUS**

5.1 **Non-assignment/Binding Agreement.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written

consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, PM Sherpas LLC may assign these Terms in their entirety (including all SOW's), without consent of the Customer, to an affiliate, if applicable, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

5.2 Notices/Publicity. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be either (a) delivered in person, (b) sent by first class registered mail or two-day courier or (c) via email to the undersigned and each Party's primary contact or project lead. Either Party may change its address by notice to the other Party. Notices will be effective when received by the other Party.

5.3 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

5.4 Integration. This Agreement and all addenda thereof contain the entire agreement of the Parties and supersede previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. Terms, provisions or conditions of any purchase order, acknowledgement or other business form will have no effect nor modify the rights, duties or obligations of the Parties under this Agreement. This Agreement or any of its addenda may not be amended unless agreed to in writing and signed by both Parties. Except as otherwise set forth herein or in such applicable addenda, in the event of any inconsistency or conflict between the terms and conditions of this Agreement and any addenda, the terms and conditions of this Agreement supersede those set forth in such addenda.

5.5 Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Nevada, without regard to conflict of law principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Nevada and each Party hereby consents to the personal jurisdiction thereof.

5.6 Independent Contractors and Indemnity. It is the express intention of the Parties that PM Sherpas LLC is an independent contractor. Nothing in this Agreement will in any way be construed to constitute PM Sherpas LLC as an agent, employee or representative of Customer. PM Sherpas LLC shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to PM Sherpas LLC's performance of services and receipt of fees under this Agreement. PM Sherpas LLC shall comply with all applicable state and federal laws, rules and regulations, including, without limitation, immigration (right to work) laws, and obligations such as payment of all taxes, social security, disability and other contributions based on fees paid to PM Sherpas LLC, its agents or employees under this Agreement. PM Sherpas LLC hereby agrees to indemnify and hold harmless Customer and its directors, officers, and employees from and against any and all claims, demands, suits, or proceedings and related damages in connection with a) breaches of this Section 5.6, for example liability for taxes or contributions, including, without limitation, penalties and interest and b) claims by any

third party (including Customer's customers) with respect to the performance of the Services hereunder, provided however that PM Sherpas LLC shall not be liable for any claims, demands, suits, or proceedings, or related damages that arise out of or is in any way connected to: (i) Customer violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation, (iii) Customer violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right.

5.7 LIMITATION OF REMEDIES AND DAMAGES. THE AGGREGATE LIABILITY OF EITHER PARTY ARISING HEREUNDER WILL BE LIMITED TO FEES ACTUALLY PAID BY CUSTOMER HEREUNDER FOR THE PERFORMANCE OF SERVICES HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS AND/OR BUSINESS INTERRUPTION, WHETHER FORESEEABLE OR NOT, AND WHETHER ARISING IN CONTRACT, TORT, OR NEGLIGENCE, EVEN IF PM SHERPAS LLC OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REME

