

MANAGED SERVICES TERMS

These Managed Services Terms (these “**Terms**”) supplement Gray Quarter’s Subscription Services Agreement, or other equivalent terms in respect of the Gray Quarter software and services, as previously signed by the parties (the “**Agreement**”) and are incorporated into the Agreement by this reference. Unless otherwise expressly set out in these Terms or an applicable Order for Managed Services, all terms and conditions of the Agreement in respect of services and software apply equally to the Managed Services. Capitalized terms used but not defined in these Terms have the meaning given to them in the Agreement. Nothing contained in Customer’s quote, purchase order or other communication will in any way modify these Terms.

1. Managed Services. Gray Quarter’s managed services (the “**Managed Services**”) may include, but are not limited to, (i) service work to configure and implement requirements for Customer’s use of the Hosted Services; (ii) review of Customer’s existing configuration and usage of Hosted Services and certain third party technologies; and (iii) other supporting services related to the configuration, use and maintenance of the Hosted Services. Managed Services are intended to be purchased after Customer’s initial configuration of the Hosted Services and address non-complex enhancements and services tasks. Initial and complex or expanded work to configure, scope Customer requirements or otherwise implement the Hosted Services for Customer use are provided through Gray Quarter professional services work (“**Professional Services**”) and are not Managed Services. Any Professional Services require the execution of a separate Professional Services Agreement and one or more statements of work. These Terms and the Agreement do not apply to Professional Services. Additional details outlining the Managed Services and distinctions from Professional Services are described in Gray Quarter documentation.

2. Additional Terms.

2.1. Customer agrees to provide Gray Quarter with all information, materials, rights of access and licenses as required for Gray Quarter to perform the Managed Services (collectively, “**Customer Materials**”) as well as access to Customer’s stakeholders who are empowered to make decisions concerning the Managed Services. Customer acknowledges that Gray Quarter’s performance of the Managed Services is contingent upon: (a) timely delivery of Customer Materials; (b) availability of Customer’s stakeholders and (iii) access to and availability of the third party software environment used by Customer.

2.2. Customer acknowledges and agrees that: (a) Customer is solely responsible for the accuracy and quality of the information it provides to Gray Quarter in connection with the Managed Services; and (b) Customer must evaluate and bear all risks associated with its reliance on the accuracy, completeness or usefulness of Managed Service findings and recommendations, if any.

2.3. Unless prohibited under the Agreement or applicable Order, (i) Managed Services payments are non-cancellable and non-refundable, and (ii) Customer’s purchase of Managed Services will be automatically renewed on a periodic basis (monthly unless otherwise stated in an Order) of Customer’s first purchase and for successive periods thereafter until terminated by Customer or upon the expiration or termination of the Agreement. Gray Quarter may pro rate Managed Services fees to make them coterminous with Hosted Services purchased under the Agreement.

2.4. Gray Quarter represents and warrants that the Managed Services will be performed in a professional and timely manner. Customer’s sole and exclusive remedy and Gray Quarter’s entire liability for any breach of this warranty will be, as commercially practicable, Gray Quarter’ re-performance of deficient Managed Services. Gray Quarter makes no other warranties relating to the Managed Services and disclaims all liability related to third party software or systems utilized by Customer. Gray Quarter disclaims and excludes all implied warranties, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Customer acknowledges and agrees that disclaimers, exclusions and limitations of liability set forth in these Terms and the Agreement form an essential basis of the agreement among them, and that, absent these disclaimers, exclusions or limitations of liability, the terms of the Agreement, as supplemented by these Terms, would be substantially different.