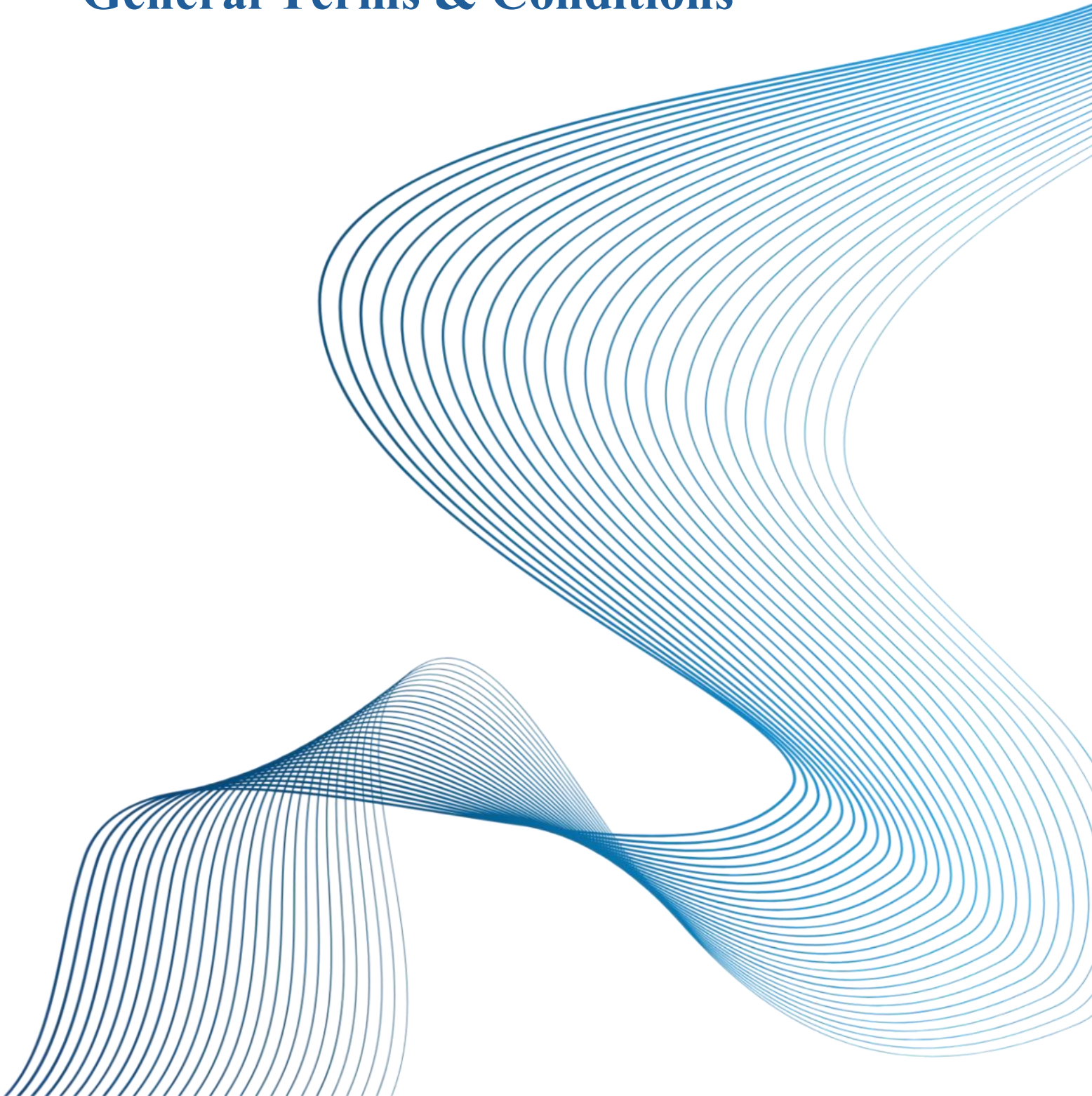




BuildOne
Partners

Professional Services General Terms & Conditions



TERMS & CONDITIONS: PROFESSIONAL CONSULTING RESOURCES FOR PROFESSIONAL SERVICES WILL BE PROVIDED BY BUILDONE PARTNERS OR AN AUTHORIZED BUILDONE PARTNERS

BuildOne Partners (BuildOne) may perform mutually agreed upon configuration or customization services, including but not limited to discovery, documentation of specifications and/or process documents, configurations, data migration, integrations, customization, implementation services, custom reporting, quality assurance and testing, project management, and in-person training (“Services”). These services may include, without limitation, the interfacing of certain aspects of BuildOne’s software application(s) to certain other software or hardware equipment of the Company. Such Services shall be provided to the Company pursuant to a Master Services Agreement (including these Terms and Conditions) and any Statement of Work that is executed by the parties.

“Consultant” is defined as any person, including an advisor, who is engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services. These services may include, but are not limited to, training on all BuildOne hardware and software solutions and completion of services detailed in Statement of Work agreements.

Keys to Successful Implementations

A successful implementation relies on a combination of strategic decision-making, effective project management, and proactive risk mitigation. Timely decision-making around requirements is essential to ensure the project progresses smoothly without unnecessary delays. Clearly defining and finalizing requirements early in the process allows for efficient system configuration and prevents costly revisions later. Additionally, strong project management from both your internal project manager and our team is critical to maintaining momentum. Regular progress tracking ensures that milestones are met, potential risks are identified early, and any challenges are addressed before they become obstacles. By staying organized, aligned, and proactive, we can keep the project on track and achieve a smooth, efficient implementation.

The scope of work and deliverables associated with the implementation and training are defined by the Consultant, who will serve as your primary point of contact for your implementation. The number of hours associated with your implementation is based upon the size and configuration of your company and your team’s level of involvement.

If, during the initial meeting or process review, you and your BuildOne Consultant determine that the work hours allowed for this implementation will likely be exceeded, an estimate (to be approved) will be developed for the additional work, and your Project Lead will be notified. Any out-of-scope work will be defined and delivered under a separate estimate that will be mutually agreed to between you and BuildOne.



The scope of this implementation assumes that all consulting and training activities will be conducted in a series of remote or onsite meetings that may include remote connection to your system.

Client General Responsibilities

Implementation is designed to combine BuildOne's knowledge of Trimble Software Solutions and best practices with your knowledge of your company. To ensure your success with Trimble Solutions, you must invest the proper internal resources in the project. The following recommendations come from our years of experience working with construction implementation projects. For some customers, a single person may fill multiple roles.

Clear Communication: Communicate requirements clearly to the primary BuildOne Consultant so the project plan can be developed accordingly.

Process Testing & Acceptance: Test processes to ensure requirements are met. Complete acceptance documents as part of this critical phase.

Master File Entry & Import: Enter and import master files, payroll, and job-related information per schedule to ensure the system is ready for beginning balances.

Month-End Cutoff Execution: Execute a clean month-end cutoff, ensuring integrity for the beginning balance phase.

Client Care

Initially, your Client Care liaison will explain the implementation process during the Kickoff Implementation Planning meeting. Client Care will continue to check in throughout the implementation process and beyond. Client Care is available for questions, concerns, and addressing additional needs throughout the implementation. After the implementation, Client Care will stay in contact so we can be prepared with resources as your company grows and your needs change.

Invoice Schedule & Payment

Invoice Schedule & Payment

Invoices will include all service hour costs and other stated costs as outlined in the applicable Statement of Work (SOW), Master Services Agreement (MSA), or other contract agreements governed by these Terms and Conditions.

All services will be invoiced on a time and materials (T&M) basis based on actual hours worked and expenses incurred. Invoices will be issued on a regular (typically monthly) basis unless otherwise specified in the applicable SOW.



All invoices are due upon receipt.

Failure to remit payment in a timely manner may result in the suspension of services, withholding of deliverables, delay of project timelines, and/or termination of services until the account is brought current.

Payment

BuildOne will invoice fees and expenses for all consulting, training, and related professional services on a time and materials (T&M) basis in accordance with the rates and terms defined in the applicable SOW, MSA, or other governing agreement.

Invoices will reflect actual hours worked, applicable rates, and reimbursable expenses, including but not limited to travel and accommodation costs where applicable.

Failure to pay invoices when due may result in the immediate suspension of services, withholding of work product or deliverables, and/or termination of services. Services will not resume until all outstanding balances are paid and the account is in good standing.

Standard Consulting Rates:

\$245.00 / Hour – Remote

\$285.00 / Hour – On Site

Travel Costs:

Travel costs are not included in this estimate. Consultant travel time will be invoiced at \$125.00 / Hour. Accommodation expenses and other travel expenses will be charged at cost.

Per Diem/Meals:

Billed monthly as T&M at a rate of \$75.00 per day.

Professional Service Hour Packages

BuildOne will invoice the Company upon contract engagement for Professional Service Hour Packages. Payment for Professional Service Hour Packages is due upon receipt of invoice.

Professional service hours expire 12 months after the date of contract execution.

Scope of Work Services

SOW services will be invoiced as a retainer as outlined in the SOW or MSA signed by the client.



Time and Materials Services

Any T&M services will be invoiced with the applicable hours charged and corresponding rates.

Expenses invoiced will include reasonable business travel and accommodation expenses for visits to the client's office. This includes, but is not limited to, air travel, rental car, hotel, per diem allowance, gas, and travel time, which will be invoiced at \$125.00 per hour.

Failure to pay invoices in a timely manner may result in deliverables or services being withheld under these Terms and Conditions. Services may resume once the Company is in good standing, and all outstanding invoices have been paid. Failure to pay invoices on time may also result in the cancellation of services between BuildOne and the Company.

Job Site Insurance Requirements

BuildOne will not be responsible for providing job site insurance requirements, as no actual job site work will be completed by our consultants.

Services Scheduling

Consulting activities are to be scheduled between 8:00 a.m. and 5:00 p.m. BuildOne defines its business day as eight (8) hours. Work outside of normal business hours may incur an additional cost. The Company agrees to provide BuildOne with timely access to resource information and staff members as necessary and appropriate for BuildOne to perform the Services.

Commencement

Work will only commence upon receipt of a signed Statement of Work or other formal notice to proceed for Professional Services. BuildOne will aim to mobilize the required resources at the earliest opportunity; specific dates will be agreed upon with the Company.

Meeting Cancellation Policy for Virtual and In-Person Service Engagements

In-Person Service Meetings:

If written notice is received at least fourteen (14) business days in advance of the in-person services, the Company is entitled to reschedule the training but will be required to pay any rebooking fees associated with the rescheduled in-person services. Failure to provide written notice at least fourteen (14) business days in advance of the in-person services will result in the Company being invoiced a cancellation fee of one thousand dollars (\$1,000). The Company will also be responsible for any travel penalties or rebooking fees associated with the rescheduled in-person services.

Virtual Service Meetings:



Virtual services include meetings between BuildOne and the Company hosted via a virtual meeting platform or scheduled phone call between the parties.

The Company may cancel virtual service meetings as required due to scheduling conflicts or other issues, but we request 72 hours' notice of the meeting cancellation.

Remote consulting activities are scheduled at mutually acceptable times. Due to advanced scheduled consulting time, cancellations should be kept to a minimum. Excessive last-minute cancellations (48 hours or less) or no-shows may be billed at 50% of the normal consulting rate.

BuildOne reserves the right to reschedule or cancel the date, time, and location of in-person or virtual service meetings at any time, including replacing personnel who may be scheduled to deliver the training. In the event a training is canceled, the Company is entitled to reschedule the meeting at the earliest time available based on the availability of the BuildOne services representative. BuildOne shall not be responsible for any other loss incurred by the Company as a result of a cancellation or rescheduling.

If a service meeting is canceled by BuildOne due to circumstances beyond its reasonable control (e.g., weather, natural disaster), the Company is entitled to reschedule the meeting at the earliest time available based on the availability of the BuildOne services representative.

Scope of Services Changes

Should significant changes be required to the duration, number or type of personnel required, type of work, or cost, such change will be made in writing in a Change Order between the parties. Should additional work be required or requested by the Company, that work will be addressed in a separate proposal or quote.

Termination

Either party shall have the right to terminate any agreement covered by these Terms and Conditions upon two weeks' written notice, without cause, at any time. Upon such termination without cause, the Company will be responsible for all outstanding fees owed for work performed or deliverables delivered prior to termination and any unpaid expenses incurred by BuildOne prior to termination.

In the event of any material breach of, or material misrepresentation relating to, any services covered by these Terms and Conditions by either party, the other party may immediately terminate this Order for Professional Services by giving written notice thereof and/or pursue any other remedies and rights at law or in equity.

The Company will be responsible for payment of all Fees and Expenses due through the termination date.

The Company will be responsible for payment of "Unavoidable Costs."



Unavoidable Costs will include charges for two weeks of work scheduled from the date of receipt of the cancellation notice plus the cost of any non-refundable expenses already booked.

BuildOne will send a Cancellation Change Order detailing the estimated un-invoiced amounts that will be due.

BuildOne will invoice final fees and expenses due. The invoice will be due and payable 30 days from the invoice date.

Work Product Rights

BuildOne shall have, retain, and own all right, title, and interest in any customized software or any other services deliverables, including, without limitation, all intellectual property rights in and to the work product (“Work Product”) resulting from the Services. In the event the Company acquires any rights, title, or interest in or to the Work Product resulting from the Services, the Company agrees to assign all such rights, title, or interest to BuildOne. BuildOne grants the Company a license to use the Work Product pursuant to the terms of the agreement for the term thereof.

Independent Contractor

The relationship of BuildOne and the Company is that of independent contractors, and nothing contained in this document or any Master Services Agreement, Statement of Work, or other contract shall be construed to: (i) give either party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

Confidentiality

Except to the extent authorized by the Company or required by law, rule, regulation, or any decision or order of any court, arbitrator, or regulatory authority, BuildOne will refrain from disclosing to any person (other than any employee, officer, contractor, or agent of BuildOne who needs to know the information in connection with the Services) any confidential information that has not become public about the Company and has been received by BuildOne in connection with the Services.

Except as required by law, neither party will disclose any terms of any Master Services Agreement, Statement of Work, or other contract agreement to anyone other than its attorneys, accountants, or other professional advisors. The disclosing party will provide the other party reasonable prior notice of such disclosure and use its best efforts to protect and limit the disclosure of such information to the extent possible. Notwithstanding the foregoing, the Company agrees that BuildOne may acknowledge the Company as a BuildOne customer.



Right to Use Content

Beyond anything deemed confidential as outlined above, BuildOne will be granted written approval to use service deliverables generated as part of any services provided in the future as part of other services or in marketing efforts.

Marketing Rights

BuildOne will be granted the right to freely use the client's name and logo in any future marketing materials, which may include, but are not limited to, online marketing, direct email campaigns, digital media, and written marketing materials.

Limited Warranty

BuildOne represents and warrants that the Services provided hereunder shall be provided in a professional and workmanlike manner; provided, however, that the foregoing limited warranty applies for the period starting on the date the Services are provided and ending ninety (90) days thereafter. The Company's sole and exclusive remedy and BuildOne's sole and exclusive obligation for a breach of the foregoing warranty shall be for BuildOne to re-perform the Services in accordance with the foregoing warranty, provided that BuildOne is requested to re-perform such Services during the warranty period.

Any deliverables or advice given to the Company by BuildOne are solely advisory. The Company agrees that BuildOne will not be liable under any circumstance for the Company's reliance on such deliverables or advice in any manner.

Limitation of Liability

To the extent not prohibited by applicable law, in no event will BuildOne or its suppliers or employees have any liability for any loss of use or goodwill, interruption of business, loss or inaccuracy of business information, lost profits, cost of procurement of substitute goods or services, or any indirect, special, incidental, exemplary, or consequential damages of any kind in an amount that exceeds the amount paid by the Company to BuildOne as part of any Services covered under these Terms and Conditions in which the damage occurred, regardless of the number of claims or the form of action, whether in contract, tort (including negligence), strict product liability, or otherwise, even if it or its suppliers have been advised of the possibility of such damages. The parties acknowledge and agree that this section is an essential element of providing professional services and that, in its absence, the economic terms of any and all professional services agreements or contracts would be substantially different.

Non-Solicitation

During the term of this Order for Professional Services and for one (1) year after its termination, each party agrees not to directly or indirectly solicit, approach, recruit, encourage, or appeal to any officer or employee to leave the employ of the other. Indirect solicitation includes, but is not



limited to, acting through a third party or discussing or characterizing job advertisements or job opportunities in such a fashion as to entice any such person to leave his or her employment. Each party further agrees that, in the event either party breaches this provision, it would be impracticable or extremely difficult to determine the actual amount of damages sustained because of that breach or to prove that such a breach occurred. Accordingly, the parties agree that, in the event of a breach of this Section or the hiring of an officer or employee of the other, the breaching party shall compensate the other through the payment of liquidated damages equal to the annual salary of the solicited or hired officer or employee at the time the solicitation or hiring occurred.

Governing Law

This Order for Professional Services is made in and shall be governed by the laws of the State of Illinois and/or Louisiana, without regard to its choice of law principles. Any disputes arising from this Order for Professional Services shall be exclusively and finally settled pursuant to the Rules of the American Arbitration Association. The final award shall fix the costs of the arbitration and decide which of the parties shall bear them and in what proportion they shall be borne by the parties.

Waivers, Amendments, and Execution

No failure to exercise, and no delay in exercising, any right under any Master Services Agreement, Statement of Work, or other contract agreements covered by these Terms and Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder preclude further exercise of any right hereunder. If any provision of these Terms and Conditions or any agreement covered by them is found by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions shall remain in full force and effect. These Terms and Conditions and associated agreements covered by them may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

Force Majeure

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Order for Professional Services if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts under the circumstances to resume performance as soon as reasonably practicable.

Changes/Modifications to Agreements

Both parties agree that any Agreements, including these Terms and Conditions or any Statement of Work, are the complete and exclusive statement(s) of the mutual understanding of the parties



Professional Services General Terms & Conditions

and supersede and cancel all previous and contemporaneous written and oral agreements and communications relating to the subject matter of any agreement covered under these Terms and Conditions. Any changes and/or modifications must be mutually agreed upon by both parties and agreed to in writing.

Survival

Any terms in a Master Services Agreement, Statement of Work, or other contract agreements covered under these Terms and Conditions which, by their nature, extend beyond the termination date of any services covered under those agreements shall remain in effect and continue to bind the parties.

