Alauda Professional Services Terms

This Alauda Professional Services Terms document (including any Exhibits) governs your use of Professional Services and is subject to the Alauda Enterprise Agreement available at https://www.alauda.io/legal/enterprise-agreement or, as applicable, other base agreement between you and Alauda. Capitalized terms without definitions in this document have the meaning defined in the base agreement. For Professional Services, conflicts are resolved in the following descending order: (1) signed change orders, with later change orders controlling earlier ones; (2) the executed SOW; (3) the applicable Order Form, solely as to transaction details it expressly states; (4) these Professional Services Terms; and (5) the base agreement. A higher-ranking document overrides a lower-ranking document only with respect to the specific conflict.

Alauda may modify this document by posting a revised version at https://www.alauda.io/legal/professional-services-terms, or by providing notice using other reasonable means. If you do not agree to the updated terms then, (a) the existing document will continue to apply to the Professional Services you have purchased as of the date of the update for the remainder of any then-current Professional Services Term(s); and (b) the updated or modified terms will apply to any new purchases or renewals of Professional Services made after the effective date of the updated terms.

1. Transaction Details and Structure

1.1 Background

Alauda Singapore Pte. Ltd. (UEN 202524557C), with offices at 6 Raffles Quay, #14-02, Singapore 048580 ("Alauda"), provides consulting services to assist with the use, configuration, implementation, installation or other consulting services in relation to Alauda Products (including Alauda Container Platform ("ACP"), Alauda AI Platform, Alauda Enterprise Services, and Alauda Virtualization) and associated open source technology (the "Professional Services"). Professional Services do not include training services, which are governed by the Alauda Training Terms at https://www.alauda.io/legal/training-terms.

1.2 Purchasing

This document governs Professional Services purchased directly from Alauda or indirectly from a Business Partner. Professional Services are sold based on a certain metric or "Unit". The applicable Unit will be set forth in this document. "Professional Services Day" (or "PS Day") means eight (8) hours of Professional Services; one Unit is one Professional Services Day unless the applicable SOW specifies another unit of measure. The Professional Services Term is the applicable "Services Term" under the base agreement. For direct purchases from Alauda, the rate for Professional Services is set forth in the applicable Order Form or SOW. Transactional details (e.g., fees, invoicing, payment terms and expenses) will be set forth in the Order Form or, as applicable, in Exhibit A attached to the Order Form between you and Alauda and will only apply to direct transactions with Alauda. The invoicing and payment schedule for Professional Services is the schedule expressly stated in the applicable Order Form or SOW; if none is stated, Fees for Professional Services are due at the time of order in accordance with Section 3.1(a) of the base agreement. For indirect purchases through Business Partners, Alauda will sell the Professional Services to Business Partners via an Order Form with the Business Partner for resale to you, and the transaction details for your indirect purchases through Business Partners are determined by you and the Business Partner.

1.3 Subcontracting Engagement

If you are a prime contractor and Alauda is acting as your subcontractor (a "Subcontracting Engagement"), then this document, the Order Form and the base agreement will apply as between you and Alauda with regard to Alauda's provision of the Professional Services. Alauda will provide the Professional Services for the Subcontracting Engagement to you for your client's project. Any agreement that you enter into with your client is solely between you and your client.

1.4 Professional Services

If you purchase Professional Services, the terms set forth in Exhibit A (Statement of Work Template) also apply.

2. Scope of Professional Services

2.1 Task Lists

Alauda will perform the Professional Services to assist you with the tasks set forth in the Task List in Exhibit A attached to the Order Form between you and Alauda or between the Business Partner and Alauda, as applicable. Alauda will assign consultants ("Consultants") to carry out the Professional Services. The Professional Services are limited to the number of Units of Professional Services and to the Professional Services Term set forth in the Purchase Summary of the SOW attached to the Order Form between you and Alauda or between the Business Partner and Alauda, as applicable. The overall responsibility regarding the successful use of the Professional Services rests with you. Except as expressly provided in this document or the base agreement, Units of Professional Services: (a) are non-refundable; (b) are non-transferable; (c) may not be redeemed for cash or credit; (d) must be used in whole Units; and (e) cannot be combined with any other discount, special offer, or coupon. Units not consumed by the end of the Professional Services Term set forth in the Purchase Summary expire and are forfeited without refund, except to the extent Units were not consumed due to Alauda's failure to make Consultants available.

2.2 Out of Scope Items

The tasks set forth and described in Exhibit A are the sole tasks with which Alauda will provide assistance, and the Professional Services will not include any further tasks or other features, including without limitation, the items described as "Out of Scope Items" in Exhibit A attached to the Order Form between you and Alauda or between the Business Partner and Alauda, as applicable.

2.3 Change Orders

No change to the scope, Deliverables, Specifications, schedule (other than scheduling, rescheduling, or cancellation of engagements under Section 10), personnel requirements, dependencies and assumptions, fees, or other terms of a SOW is effective unless documented in a written change order signed by authorized representatives of both parties. A change order must describe the requested change and its effect on scope, Deliverables, Specifications, schedule, fees, expenses, Units, and dependencies and assumptions. Alauda is not obligated to perform a requested change before the change order is signed.

3. Management

If stated in the Purchase Summary of the SOW attached to the Order Form, Alauda will assign a project manager or program manager or other manager ("Management" or "Manager"). Management may be set forth in more detail in Exhibit A attached to an Order Form between you and Alauda or between the Business Partner and Alauda, as applicable. Management will include gathering your requests, directing the Consultants and providing periodic updates as mutually agreed.

4. Customer Engagement Report

If a "Customer Engagement Report" will be provided as agreed in Exhibit A attached to the Order Form between you and Alauda or between the Business Partner and Alauda, as applicable, then the Alauda Consultants will prepare a site-specific engagement summary, in collaboration with you, listing the tasks or a high level description of the Professional Services performed by Alauda, designed to capture, to the extent applicable:

(a) A description of Consultants and your engagement participants;

(b) An executive summary of goals, objectives, and ongoing issues or dependencies;

(c) An overview of engagement purpose and approach;

(d) Implementation details and verification;

(e) A summary of knowledge transfer topics by Consultants; and

(f) Technical next steps with Alauda suggestions.

5. Dependencies and Assumptions

5.1

Your cooperation is required for Alauda to perform the Professional Services and you agree to the following:

(a) You will provide timely access to reasonably requested accurate and complete information related to the Professional Services.

(b) If on-site, you will provide Consultants with adequate workspace, network connectivity, telephone and internet access permitting VPN access to Alauda's internal network from the Consultant's laptop.

(c) You are responsible for the actual content of any of your data files, the selection and implementation of controls on access and use, security of your stored data and whether any such data remains retrievable speedily and economically.

(d) You are responsible for ensuring that you have appropriate backup, security and virus-checking procedures in place for any computer files that you provide or which may be affected by the Professional Services.

(e) You are responsible for ensuring that all software provided by you in connection with the project is properly licensed to you, including permitted use by Alauda to the extent applicable and that you have all appropriate Subscriptions for Alauda Products.

(f) If you provide any software in connection with the project under Section 5.1(e) above that generates AI output, you will remain responsible for your use of any such AI generated output for any purpose.

(g) Any additional or modified Dependencies and Assumptions as set forth in Exhibit A attached to the Order Form between you and Alauda or between the Business Partner and Alauda, as applicable.

5.2

Should any dependency or assumption set out or referred to in Section 5.1 prove to be invalid or should it not be possible for you to carry out any of your obligations under this document, Alauda may propose equitable adjustments to the Professional Services and/or fees for the Professional Services, and may propose charges on a time and materials basis (including charges to the Business Partner for indirect purchases) for any resulting additional work or waiting time. This also applies for any delays and additional work required which was not caused by Alauda. Any adjustment to scope, Deliverables, Specifications, schedule, fees, expenses, Units, or other SOW terms, including any time-and-materials charges under this Section 5.2, is effective only through a change order complying with Section 2.3.

6. Availability and Location

Unless otherwise agreed by the parties in writing, Professional Services and Management will be carried out Monday through Friday, between the hours of 8:00 a.m. and 6:00 p.m. in the Consultant's and Manager's local time zone, subject to the applicable Alauda business hours where the Consultant(s) and/or Manager(s) are employed or located. Professional Services or Management outside of the hours above, work on weekends or on Alauda-recognized holidays must be pre-approved in writing by Alauda. The schedule of working hours, direction and organizational management of the individual Consultant(s) and Manager(s) within the above availability will be solely and entirely managed by Alauda. Professional Services will be performed at a mutually agreed to location or remotely. If applicable, any documentation may be prepared remotely at Alauda's discretion.

7. Personnel and Subcontractors

Consultants and Managers will be employees or subcontractors of Alauda who act at the direction and under the control of Alauda. Consultants and Managers will not be deemed your employees, staff or contingent workers for any purpose whatsoever and nothing a Consultant or Manager creates is a "work for hire" for you. Consultants and Managers will not be obligated to sign any agreements with you in their individual capacity. Alauda may, at its sole discretion, choose to assign different personnel to the Consultant or Manager positions during the term of the Professional Services. Upon request, Alauda will disclose its use of subcontractors to perform the Professional Services. Alauda shall remain responsible for its obligations under this document notwithstanding any such use of subcontractors. Before permitting a subcontractor to perform Professional Services, Alauda will ensure that the subcontractor is bound by written obligations concerning confidentiality, information security, data protection, site and system-access rules, and intellectual property rights sufficient for Alauda to perform its obligations under this document, including an assignment or license to Alauda of all rights necessary for Alauda to grant the licenses and make the assignments required by Section 9.

8. Information and Access

If you provide Consultants with unescorted access to your facilities or if you issue credentials to Consultants for access to your network and computing resources to facilitate the Professional Services, Alauda will require Consultants to comply with your rules concerning access to your site and systems,

provided that such rules are communicated to Alauda in writing reasonably in advance of Consultants having such access and do not require any out of pocket expenses from Alauda. Alauda will also have confidentiality provisions with Consultants that require them to comply with the confidentiality provisions of the base agreement between you and Alauda.

9. Intellectual Property Ownership and Licensing

For purposes of this document: "**Deliverable**" means a report, document, code, configuration, or other work product that a SOW expressly identifies as a deliverable that Alauda is responsible for creating and delivering to you. "**Specifications**" means the clear, objective, and measurable requirements or acceptance criteria expressly stated in a SOW for a Deliverable.

9.1 Pre-Existing IP

Pre-existing intellectual property owned by either party (or your client in a Subcontracting Engagement) remains the property of that party. Nothing in this document transfers ownership of pre-existing intellectual property. Except for Customer Specific IP and the licenses expressly granted in this Section 9, Alauda and its licensors retain all right, title, and interest in and to Alauda's pre-existing intellectual property and reusable tools, methodologies, templates, and know-how used in performing Professional Services.

9.2 Open Source Development Model

Alauda uses an open source development model and any software created by Consultants under this document will be licensed under an open source software license. Any modifications to or derivatives of open source software will be licensed under the applicable open source license(s) for that software.

9.3 Non-Software Deliverables

To the extent that any part of the Professional Services is not software (e.g., reports, templates, or presentations) and is not subject to an open source license, Alauda grants to you (or your client in a Subcontracting Engagement) the necessary rights to use such content for internal business purposes.

9.4 Customer Specific IP

Notwithstanding the foregoing, where a Statement of Work expressly specifies that certain intellectual property is to be generated and delivered by Alauda exclusively for you ("Customer Specific IP"), you shall own all right, title and interest (including ownership of all intellectual property rights, patentable inventions and patents thereon) in and to such Customer Specific IP, excluding Alauda's pre-existing intellectual property, open source software and third party materials. To the extent that any such rights do not vest in you by operation of law, Alauda hereby irrevocably assigns, transfers and conveys to you all such rights, title and interest in the Customer Specific IP. Customer Specific IP does not include any modifications to or derivatives of open source software, which will continue to be licensed under the applicable open source license(s).

9.5 License to Embedded Alauda Materials

To the extent that any Alauda pre-existing intellectual property, or any other materials owned by, or licensed to, Alauda with the right to grant the license set forth below, in each case that are not licensed under an open source license, are embedded in or delivered as part of any Deliverable, Customer Specific

IP, or other work product delivered under a SOW, Alauda grants to you (or your client in a Subcontracting Engagement), subject to payment of the applicable fees, a perpetual, worldwide, non-exclusive, non-transferable, royalty-free license to reproduce and use such embedded materials solely as part of, and as necessary to make use of, the applicable Deliverable, Customer Specific IP, or other work product delivered under a SOW for internal business purposes, and not on a stand-alone basis. All proprietary rights notices must be accurately reproduced on all copies.

9.6 Confidentiality

Nothing in this document alters the confidentiality responsibilities of either party.

9.7 Further Assurances

Each party will, at the requesting party's reasonable expense, execute documents and take reasonable actions necessary to give effect to the ownership and license provisions of this Section 9.

10. Scheduling, Rescheduling and Cancellation

10.1 Scheduling

You may request scheduling by giving Alauda at least ten (10) Business Days' written notice identifying requested dates, delivery location, scope, Units, required skillsets, contacts, access requirements, and known dependencies; requested dates are committed only when Alauda confirms them in writing and are subject to personnel availability. "Scheduled Start Date" means the first date confirmed by Alauda in writing for the performance of scheduled Professional Services. "Business Day" means any day other than a Saturday, Sunday, or public holiday in the single location identified for this purpose in Alauda's written scheduling confirmation; if no location is identified, Singapore applies. That calendar remains fixed for the applicable engagement notwithstanding any personnel substitution. A request to reschedule scheduled Professional Services is treated as a cancellation of the originally scheduled engagement and a request for a new engagement. A rescheduling or cancellation requested by Alauda, or agreed by you at Alauda's request, is not a cancellation by you under this Section 10, and Section 10.4 applies. Alauda will respond to a scheduling request within five (5) Business Days, indicating availability or proposing alternative dates.

10.2 Cancellation

You may cancel scheduled Professional Services, without forfeiting any Units and at no charge, by providing written notice to Alauda (not to a Business Partner) more than five (5) full Business Days prior to the Scheduled Start Date, in which case the Units for the cancelled engagement remain available for use during the Professional Services Term. If you cancel scheduled Professional Services: (a) five (5) full Business Days or less, but more than one (1) full Business Day, prior to the Scheduled Start Date, fifty percent (50%) of the Units allocated to that engagement will be forfeited or, for Professional Services not prepaid, Alauda may invoice fifty percent (50%) of the fees that would have been payable for that engagement; or (b) one (1) full Business Day or less prior to the Scheduled Start Date, or during the scheduled performance of the engagement, one hundred percent (100%) of the Units allocated to that engagement will be forfeited or, for Professional Services not prepaid, Alauda may invoice all of the fees that would have been payable for that engagement. Any fractional Unit resulting from a forfeiture under this Section 10.2 will be rounded down to the nearest whole Unit. Forfeited Units will not be available for further use and no refund is due in respect of forfeited Units.

10.3 Expenses

If you cancel or reschedule scheduled Professional Services and Alauda has already incurred travel or other expenses in accordance with the base agreement that cannot reasonably be re-arranged, cancelled, or refunded, Alauda may invoice you (or the Business Partner, as applicable) for such expenses.

10.4 Alauda Unavailability

If Alauda fails to make Consultants available to perform scheduled Professional Services (other than as a result of your acts or omissions or a cancellation or rescheduling by you under this Section 10), no Units will be deducted and no charge will apply in respect of the affected engagement, and the parties will promptly agree on a new Scheduled Start Date.

11. Deliverables Warranty

11.1 Warranty

If a SOW contains Specifications for a Deliverable, Alauda warrants that the Deliverable will materially conform to those Specifications for a period of thirty (30) days after delivery of that Deliverable (the "Deliverables Warranty Period"). This warranty is in addition to the warranty in Section 5.1(b) of the base agreement and is given, and the remedies set forth in this Section 11 apply, notwithstanding Section 5.2 of the base agreement.

11.2 Remedy

To make a claim under Section 11.1, you must provide Alauda with prompt written notice (including reasonable details and evidence of the non-conformance) during the Deliverables Warranty Period. Upon receiving a valid warranty notice, Alauda will promptly, and at Alauda's cost, correct the non-conformance, which may include replacing the Deliverable and/or re-performing the deficient Professional Services. If Alauda is unable, after commercially reasonable efforts, to correct the non-conformance, Alauda will refund the fees actually paid for the Professional Services reasonably attributable to creating the non-conforming Deliverable. The reasonably attributable fees are the fees expressly allocated to that Deliverable in the SOW or, if the SOW does not expressly allocate fees to that Deliverable, a reasonable pro rata portion of the fees paid under the affected SOW, determined by the Units allocated to that Deliverable or, if no Units are allocated, its relative value within the SOW. The remedies in this Section 11 are your sole and exclusive remedies, and Alauda's entire liability, for breach of the warranty in Section 11.1.

11.3 Investigation Costs

If, upon investigation, Alauda is not in breach of Section 11.1, Alauda shall be entitled to recover its reasonable costs incurred in investigating and attempting to correct the reported non-conformance.

11.4 Exclusions

The warranty in Section 11.1 does not apply to any non-conformance caused by: (a) materials, instructions, or Specifications provided by you (or your client in a Subcontracting Engagement); (b) modification of the Deliverable by anyone other than Alauda or its subcontractors; or (c) use of the Deliverable other than as contemplated by the applicable SOW, or in combination with items not provided or approved by Alauda.

11.5 Acceptance

You will inspect each Deliverable and, within five (5) Business Days after delivery, either accept the Deliverable or provide Alauda with written notice identifying each material respect in which the Deliverable does not satisfy its Specifications. A Deliverable is deemed accepted if you do not provide such a rejection notice within that period or if you use the Deliverable in production or for its intended business purpose, whichever occurs first; provided that inspection, review, or testing of a Deliverable is not use for this purpose. Following a valid rejection, Alauda will use commercially reasonable efforts to correct the identified non-conformance and resubmit the Deliverable for acceptance under the same procedure. Acceptance or deemed acceptance of a Deliverable does not waive or limit any warranty claim timely made under this Section 11. Each corrected, replaced, or resubmitted Deliverable is subject to the same acceptance procedure and a new Deliverables Warranty Period beginning upon its delivery.

Exhibit A: Statement of Work Template

PROFESSIONAL SERVICES STATEMENT OF WORK

This Statement of Work ("SOW") is attached to and forms part of the Order Form between you and Alauda or between the Business Partner and Alauda, as applicable, and is entered into pursuant to and governed by the Alauda Professional Services Terms available at https://www.alauda.io/legal/professional-services-terms and the Alauda Enterprise Agreement available at https://www.alauda.io/legal/enterprise-agreement. Capitalized terms used in this SOW and not otherwise defined herein shall have the meanings set forth in the base agreement or the Alauda Professional Services Terms.

Purchase Summary

Field	Details
SOW Number	[SOW-XXXX-XXX]
SOW Effective Date	[Date]
Customer	[Customer legal name]
Alauda Entity	Alauda Singapore Pte. Ltd.
Professional Services Term	[Start Date] to [End Date]
Unit	Professional Services Day (8 hours)
Number of Units	[Number]
Rate per Unit	USD $[Amount] per day
Total Fee	USD $[Amount]
Management Included	[Yes / No]
Customer Engagement Report	[Yes / No]
Location	[Remote / On-Site / Hybrid]
Alauda Products	[ACP / Alauda AI Platform / Alauda Enterprise Services / Alauda Virtualization / other: specify]

1. Task List

Alauda will perform the following Professional Services tasks:

#	Task Description	Estimated Units
1.1	[Description]	[Units]
1.2	[Description]	[Units]
1.3	[Description]	[Units]

2. Deliverables and Specifications

Deliverable	Description and Format	Specifications / Acceptance Criteria	Allocated Units / Fees	Delivery Date	Customer Dependencies
[Deliverable]	[Description]	[Objective and measurable criteria]	[Units / USD $Amount]	[Date]	[Dependencies]

No activity, interim work product, recommendation, or communication is a Deliverable unless identified in this table.

3. Out of Scope Items

The following items are expressly excluded from the Professional Services under this SOW:

- [Out of Scope Item 1]
- [Out of Scope Item 2]
- [Out of Scope Item 3]

4. Dependencies and Assumptions

In addition to the Dependencies and Assumptions set forth in Section 5 of the Professional Services Terms, the following additional dependencies and assumptions apply to this SOW:

- [Dependency/Assumption 1]
- [Dependency/Assumption 2]
- [Dependency/Assumption 3]

5. Management

[If Management is included:]

Alauda will assign a [project manager / program manager] to coordinate the Professional Services. Management will include:

- Gathering your requests and directing the Consultants
- Providing periodic status updates at [frequency]
- Coordinating kick-off and onboarding meetings
- Monitoring the status of the Professional Services tasks
- Identifying potential issues or blockers

6. Customer Engagement Report

[If a Customer Engagement Report is included:]

Upon completion of the Professional Services, Alauda Consultants will prepare a Customer Engagement Report as described in Section 4 of the Professional Services Terms.

7. Customer Specific IP

[If applicable:]

The following deliverables are designated as Customer Specific IP pursuant to Section 9.4 of the Professional Services Terms and shall be owned by the Customer upon creation:

- [Deliverable 1]
- [Deliverable 2]

8. Expenses

[Select one:]

- [ ] Expenses are included in the Total Fee.
- [ ] Reasonable, pre-approved travel and out-of-pocket expenses will be invoiced separately at cost.

The expenses selection in this SOW controls and, where it states that expenses are included, overrides Section 3.1(b) of the base agreement to the extent of the conflict; separately reimbursable expenses require Customer's prior written approval.

9. Payment Terms

[Payment terms as agreed, e.g.:]

- Payment is due within thirty (30) days of the date of invoice.
- [Milestone-based / Monthly / Upon completion] invoicing.

[Drafting note: state the invoicing and payment schedule expressly. If no schedule is stated in this SOW or the Order Form, Fees for Professional Services are due at the time of order under Section 3.1(a) of the base agreement.]

AGREED AND ACCEPTED:

	Customer	**Alauda Singapore Pte. Ltd.**
Signature	_____	_____
Name	_____	_____
Title	_____	_____
Date	_____	_____
