



SuccessKPI Software as a Service Agreement

This Software as a Service Agreement (the "Agreement") is made on _____ (the "Effective Date") between SuccessKPI Inc., A Delaware corporation (the "Company") and _____ (the "Customer") having an address at: _____. The Company and Customer collectively referred to herein as the "Parties" and individually as a "Party".

1. **Term.** This Agreement begins on the Effective Date and shall last for three years (the "Initial Term") and shall automatically renew on an annual basis unless terminated by either Party in accordance with Section 9 (the "Term").
2. **Grant of License to Access and Use Software as a Service.** Company hereby grants to Customer and its Affiliates, including to all Customer's Authorized Users, a non-exclusive, non-sublicensable, non-assignable, license to access and use the **SuccessKPI Analytics Software as a Service platform** (the "Software") solely for Customer's internal business operations in accordance with the terms of this Agreement and as set forth on an order form.
 - a. **Definition:** An "Authorized User" means Customer's and its affiliates' employees, consultants, and contractors who are permitted access to the Services.
3. **Fees.** Customer shall pay Company an initial annual commitment fee for services ("Services") as outlined in any Schedule A: Purchase Order Form. Overage Fees (for use of agent seats or minutes of transcription beyond those specified above) will be invoiced monthly in arrears as outlined in **Schedule A**.
 - a. **Call recordings** (if applicable) are stored for ninety (90) days.
 - b. **Metadata** is stored for up to one (1) year provided Customer is not in default of their obligations under this Agreement.
 - c. **Fair Use Policies.** Company reserves the right to enforce certain fair use policies which may exist for data connections, automated chatbot and IVA transactions and storage as can be found here: <https://content.successkpi.com/assets/Content/Fair+Use+Policy++SuccessKPI.pdf>.
 - d. **Data Connections.** Customer may connect up to **one** external data connections to the Company service using our BI layer third party data connection services. (Note: Power Package customers may connect up to two external data connections.) Additional connections can be added for additional fees as provided under a separate Statement of Work.
 - e. **Support Services** will be pursuant to Section 4.
 - f. **Payments.** All payments due from Customer to the Company shall be due and payable within thirty (30) days of the date of any invoice. Invoices will be issued monthly or quarterly. Any payment not paid when due shall be subject to an administration fee equal to five percent (5%) of the outstanding amount, and shall bear interest at the rate of eight percent (8%) per annum.
4. **Support Services.** We offer support services ("Support Services") during the Term and provided the Customer is current on amounts owed to the Company and is not otherwise in default under the terms of this Agreement, the Company will provide support per the selection in Schedule B.
5. **Configuration Services.** Customer holds the right to request from Supplier the configuration of the Software. If requested by the Customer, these configuration services ("Configuration Services") shall be defined in a Statement of Work ("SOW") executed by the Parties as shown in schedules B1 and B2.
 - a. **Expenses.** Customer agrees to reimburse the Company for all reasonable travel expenses incurred when delivering Configuration Services. Travel expenses shall be approved by Customer in advance either in writing or in a SOW.
 - b. **Invoices.** Customer will be invoiced for all Configuration Services and related expenses on a monthly basis and payment for those invoices shall be due within thirty (30) days of the date thereof.
6. **Data Privacy and Ownership**
 - a. **Data.** The Company shall own all right, title and interest in and to the Software and all of our products including, but not limited to, modifications made to the Software or any subsystems whether made by or with the assistance of Customer or any other person and any know-how, techniques, methodologies, equipment or processes used by the Company to deliver Services or operate the Service. The Customer will be and remain the owner of all rights, title and interest in and



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to Customer content and data it places on the Software. The Company shall be permitted to de-identified and aggregate content and data and to use such de-identified and/or aggregated content and data to improve the Software. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, "Trademarks"). To the extent a Party grants any rights or licenses to its Trademarks to the other Party in connection with this Agreement, the other Party's use of such Trademarks will be subject to the reasonable and communicated trademark guidelines provided in writing by the Party that owns the Trademarks. Use of SuccessKPI trademarks shall follow the guidelines found here: www.successkpi.com/trademarks

- b. Data Protection.** Company and Customer shall maintain industry standard practices or better in the safeguarding of data and implement appropriate safeguards to prevent unauthorized access to, use of, or disclosure of any protected information and private data (e.g. PHI, PCI and other PII) exchanged between the Parties in relation to the Company's provision of the Service. Company makes various tools available to the Customer (e.g. Redaction, Roles Based Access Controls) and sharing of data is possible within the framework (e.g. Subscriptions). Customer is responsible for using the Software appropriately and ensuring Authorized Users are trained to follow policies with respect to PII and the protection of related data. All use of system must be in compliance and observation of our shared responsibility matrix which can be found on our website at www.successkpi.com/security/SharedResponsibility.pdf
- c. Data Privacy.** Company may collect, use and process Customer's data only in accordance with Company's online Privacy Policy and in accordance with the Customer's Privacy and Data Security Obligations set forth in Schedule C3 and incorporated herein.
- d. Security White Paper.** Company offers certain guidelines and recommendations including but not limited to redaction of sensitive PII data from transcripts. Customer should read and employ such measures as can be found in our security white paper at <https://successkpi.com/security-whitepaper/>.

7. Confidentiality

- a. Confidentiality Obligations.** Under this Agreement, Confidential Information may be accessed or disclosed between the Parties. "Confidential Information" means any information identified as confidential at the time of disclosure, or that reasonably should be understood to be confidential in view of the information's nature or circumstances around its disclosure, and will in all cases include but not be limited to the Software, pricing terms, the terms of this Agreement or any order governed by this Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, customer lists, customer personal information as defined in Schedule C3, and generic tools and objects related to our Software and other products created by us during the provision of Consulting Services. Confidential Information will not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving Party; or (ii) was in the receiving Party's lawful possession prior to the disclosure; or (iii) is lawfully disclosed to the receiving Party by a third-party without restriction on the disclosure; or (iv) is independently developed by the receiving Party without use or reference to any Confidential Information of the discloser.
- b. Confidentiality term.** Each Party agrees to hold the other party's Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after the termination of this Agreement (other than with respect to trade secrets, which shall be held in confidence following such period in accordance with this section), and to disclose such Confidential Information only to those employees or contractors who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information to a federal or state governmental entity to the extent such disclosure is required by law, so long as the Party receiving any such demand notifies the disclosing Party in advance of the required disclosure as soon as reasonably practicable to



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allow the disclosing Party to contest the disclosure and, when disclosing such information, seeks confidential treatment of such Confidential Information.

- c. **Return of Information.** Upon termination of this Agreement the receiving Party will destroy or all Confidential Information of the disclosing Party in the receiving Party's possession or control.

- 8. **Customer Restrictions.** Customer agrees not to distribute, license, loan, not to attempt to, nor allow any third-party to: (i) copy, distribute, rent, lease, lend, sublicense or transfer the Service, make the Service available to any third-party; (ii) decompile, reverse engineer, or disassemble the Service or the Platform materials or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, reports, maps or programming interfaces of the Software; (iii) create derivative works based on the Software; (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Software or during the use and operation thereof; (v) publicly disseminate performance information or analysis (including benchmarks) relating to the Software; (vi) utilize any software or technology designed to circumvent any license keys or copy protection used in connection with the Software; (vii) scrape, export, store, or otherwise retain any copies of raw data (except Customer's data) which Customer may access through Software; (viii) use the Software to develop a competitive product offering; or (ix) use the Software in a manner which violates or infringes any laws, rules, regulations, third-party intellectual property rights, or third-party privacy rights. Customer may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the Software, except solely to the extent as may be specifically enabled and authorized by the Company.

9. Termination

- a. **Termination on Notice.** Customer may terminate this Agreement (in whole or in part) or any statement of work/schedule, for any reason, upon thirty (30) days' prior written notice after the Initial Term as defined in section 1 above in writing or via email to contracts@successkpi.com or legal@successkpi.com.
- b. **Termination for Material Breach.** Each Party may terminate this Agreement with immediate effect by delivering notice of the termination to the other Party, if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of thirty (30) days after the non-breaching Party delivers notice to the breaching Party reasonably detailing the breach.
- c. **Termination for Failure to Pay.** Company may terminate this Agreement by delivering notice of the termination to Customer if Customer fails to: (i) pay the Subscription Fees within thirty (30) days of invoice by Company, (ii) only after Company has notified Customer in writing of such non-payment and, in such notification, has informed Customer of its intent to terminate this Agreement in accordance with this section 9 and (iii) such non-payment has not been cured within ten days of such notice, in which case this Agreement shall terminate upon expiration of such ten (10) day period, if such invoice is not paid.

10. Effect of Termination

- a. **Pay Outstanding Amounts.** Upon termination of this Agreement **Error! Reference source not found.** for any reason, Customer shall immediately pay to Company all amounts outstanding as of the date of termination. In the case of termination of a SOW, Customer agrees to pay Company the fees due to Company under the SOW up to the date when such termination is effective.
- b. **Return of Materials.** Upon termination of this Agreement, or at any time upon Customer's request, Company shall cease handling personally identifiable information ("Personal Information").
- c. **Discontinuance of Use.** Customer shall cease all use of the Service upon the effective date of the termination with the exception of 10.d.
- d. **Revocation and Termination of License.** Customer agrees and acknowledges that immediately upon Termination, for whatever reason, Customer's license granted by Section 2 hereof is immediately revoked by the Company and terminated until such time and if reinstated in writing by the Company.

11. Indemnification.



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- a. **Indemnification.** The Company will indemnify, defend, and hold Customer and each of its Affiliates, and their respective officers, directors, employees, representatives and agents ("Indemnified Parties") harmless from and against any and all finally awarded third party claims, losses, costs, damages, judgments, settlements and expenses (including attorneys' and experts' fees, penalties and interest, and will reimburse such as they are incurred) (collectively "Losses") arising from a third-party claim that the Software infringes or misappropriates an intellectual property right of the third-party. If Customer's use of the Software is enjoined in connection with any indemnified claim or the Company believes such use reasonably could be enjoined, the Company may choose to either modify the Software to be non-infringing (while preserving its utility and functionality) or obtain a license to allow for continued use of the Software, or if these alternatives are not commercially reasonable, the Company may terminate this Agreement.
 - b. **Misuse and Unapproved Modification or Combination Exclusion:** The Company will have no indemnification obligation, and Customer agrees to indemnify the Company, for any claim arising from or based upon (a) the misuse or unauthorized use of the Software if such claim would not have arisen without such use; or (b) any modification of the Software not authorized by us in writing, if the claim would not have arisen without such modification; or (c) the combination of the Software with any third-party products, services or business processes not provided by us as part of the Software, if such claim would not have arisen without such combination.
 - c. **Notice and Failure to Notify Notice Requirement.** Before bringing a claim for indemnification, the Claiming Party shall notify the Non-claiming Party of the indemnifiable proceeding, and deliver to the Non-claiming Party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding and permit the Non-Claiming Party to have reasonable control of the defense and payment/settlement of the claim.
 - d. **Failure to Notify.** If the Customer fails to promptly (within three days) notify Company of the indemnifiable proceeding or fails to give the Company control of the indemnifiable proceeding, Company will be relieved of its indemnification obligations.
 - e. **Indemnification for Infringement Claims.** The cumulative aggregate liability of the Company to the Customer will not exceed the amount of the fees paid or payable to the Company in the prior twelve (12) month period. The Company shall not be liable for any indirect, special, incidental, punitive, consequential damages whether in contract, tort or otherwise.
 - f. **Exclusive Remedy.** Customer's right to indemnification is the exclusive remedy available with respect to any claim of indemnification.
- 12. Limitation on Liability**
- a. **Mutual Limit on Liability.** In addition to any other limitations herein, neither Party will be liable for breach-of-contract damages suffered by the other Party that are remote or speculative, or that could not have reasonably been foreseen on entry into this Agreement.
 - b. **Maximum Liability.** Neither Party's liability under this Agreement shall exceed the fees paid or due to be paid by the Customer under this Agreement during the Term of this Agreement.
 - c. **Exceptions.** The limitation on liability set forth in this Section 12 shall not apply in cases of willful misconduct, gross negligence, intentional actions, confidentiality obligations or a breach by Customer of Company's intellectual property rights.
- 13. Entire Agreement.** This Agreement represents the entire understanding between the Parties with respect to its subject matter and this Agreement supersedes all prior discussions, agreements, written or otherwise, unless specifically set forth herein.
- 14. Amendment.** This Agreement can be amended only by in writing signed by both parties.
- 15. Assignment.** Neither Party may assign this Agreement or any of their rights or obligations under this Agreement without the other Party's written consent not to be unreasonably withheld, provided, however, that if such assignment changes the pricing, Company may increase its pricing to account for such change.



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- 16. Marketing.** Company may issue a press release and show customer's logo in marketing materials and on its website.
- 17. Notices**
- a. Method of Notice.** The Parties shall give all notices and communications between the parties in writing by
 - i. a nationally-recognized, next-day courier service, or
 - ii. first-class registered or certified mail, postage prepaid to the party's address specified in this agreement, or to the address that, a party has notified to be that party's address for the purposes of this section, or
 - iii. via email to the Company at contracts@successkpi.com with copy to legal@successkpi.com, or
 - iv. to the Customer at the email address accompanying the initial setup login.
 - b. Receipt of Notice.** A notice given under this Agreement will be effective on the other Party's receipt of it; or if mailed, upon confirmation by certified mail by the sending Party, or if sent by email, effective on the date sent, if sent to the emails provided for herein.
- 18. Severability; Survival.** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. The following provisions shall survive termination of this Agreement for any reason: _____.
- 19. Waiver.** The failure or neglect by a Party to enforce any of rights under this Agreement will not be deemed to be a waiver of that Party's rights.
- 20. Non-Exclusivity.** Each Party reserves the right to contract with other firms or individuals during the Term of this Agreement
- 21. SCHEDULES.** The following Schedules are attached to and incorporated in this Agreement by reference as if fully set forth herein:
- a. Schedule A: Order Form
 - b. Schedule B1: Configuration Services Statement of Work
 - c. Schedule B2: Configuration Services Statement of Configuration Services--Packaged Work
- 22. Force Majeure.** A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is beyond the reasonable control of a Party by reason of acts of God, wars, pandemic, epidemic, revolution, civil commotion, acts of public enemy, terrorism, embargo, acts of government in its sovereign capacity, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected ("Force Majeure Event"), which materially affects the performance of any of its obligations under this Agreement. The Party affected, upon giving prompt notice to the other Party, shall be excused from such performance. Notwithstanding the foregoing, the occurrence of a Force Majeure Event shall NOT delay or relieve Customer from its obligations to pay any amounts that are due and payable with respect to Software and other services that have been provided by Supplier prior to the occurrence of any such Force Majeure Event, unless it is impracticable or impossible for Customer to pay for these prior services during that time.
- 23. Attorney's Fees.** In the event of a breach of this Agreement, the non-breaching party shall be entitled to reimbursement of attorney's fees required to enforce this Agreement whether in court or otherwise in the event of such breach and/or or in the event of litigation to the substantially prevailing party.
- 24. Authority.** The Parties hereto expressly represent that they have the appropriate and necessary authority, supported by the applicable corporate resolution, to execute and enter into this Agreement.
- 25. Governing Law.** This Agreement will be governed by and interpreted in accordance with laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions or rules. The parties agree that all actions and proceedings arising out of or related to this Agreement will be brought only in a state or federal court located in Virginia and the parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.



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SuccessKPI, Inc.	Customer: _____
Name: Dave Rennyson	Name: _____
Title: CEO	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____



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SCHEDULE A: PURCHASE ORDER FORM *sample*

This Purchase Order is issued pursuant to the Software as a Service Agreement, (the "Agreement" between _____ ("Customer") and SuccessKPI ("Company" or "Supplier") executed in _____ (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this ORDER and the terms of this Agreement, the terms of this ORDER shall govern and prevail.

Order Form: Please select the Products, amount of Users, and term applicable to this order. All prices in USD

SuccessKPI Fee Schedule (prepaid annual commitment)

Part Number	Product Family	Part Description	Part Price in USD	Quantity Selected
SKPI-CTC-FED-BIREP	Named Agent BI & Reporting, FedRAMP	Real-time reports and dashboards Plus Historical Reports/Dashboards for FedRAMP environments	\$305.76	<input type="text"/>
SKPI-CTC-FED-BIREPQM	Named Agent BI Reporting and QM, FedRAMP	Real-time and Historical Reports/Dashboards Plus Evaluate/Scoring through Quality Monitoring for FedRAMP environments	\$411.60	<input type="text"/>
SKPI-CTC-FED-PWRPACK	Named Agent SuccessKPIs Power Package, FedRAMP	Real-time reports and dashboards, Historical Reports and Dashboards, Quality Monitoring and Scoring and Speech and Text Analytics all in one package for FedRAMP environments	\$705.60	<input type="text"/>
SKPI-CTC-FED-EMPOWER	Named Agent SuccessKPIs Empower Package, FedRAMP	Real-time reports and dashboards, Historical Reports and Dashboards, Quality Monitoring and Scoring and Speech and Text Analytics all in one package plus Agent Assist with task automation for FedRAMP environments	\$934.42	<input type="text"/>
SKPI-CTC-FED-TRANSLK	Transcription Services	Real time transcription services, block of 1,200,000 minutes, paid annually for FedRAMP environments	\$15,600.00	<input type="text"/>
SKPI-CTC-FED-PREMIUMSUP	Premium Support Services	24/7/365 US Based Tier 1, 2, and 3 NOC support and helpdesk for FedRAMP products and solutions	\$83,300.00	<input type="text"/>

Customer Name: _____



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Administrator Email: _____

Part Number(s) Selected: _____

Total Committed Seats: _____

Total Annual Reoccurring Cost: _____

Term Length: _____

Overage: Any overage of seats, minutes, hours or Authorized Users utilized beyond the “Monthly Commitment Volume” will be invoiced monthly in arrears in accordance with the SuccessKPI Fee Schedule above.

Data Connections: Customer may connect up to two external data connections to the Company service using Company’s BI layer third party data connection services. Additional connections can be added for additional fees as provided under a separate SOW.

SuccessKPI	Company _____
Name: Dave Rennyson	_____
Title: CEO	_____
Signature: _____	Signature: _____



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Schedule B1: Configuration Services — *sample* Hourly SOW

1. **Orders, Partner Fees and Payment.** This SOW will be invoiced upon signature.
2. **Limited Warranties and Remedies.** Company warrants that it will perform the services listed on each SOW in a manner conforming to generally accepted industry standards and practices. For any breach of this warranty, Customer's exclusive remedy and our entire liability will be re-performance of the services at no cost to Customer.
3. **Restricted Use.** Each party warrants that any individual who signs this Agreement and any order governed by the Agreement on behalf of such party has the authority to enter into this Agreement or any such order on behalf of such party, and that it will comply with all applicable statutes, laws, rules, and regulations in the exercise of its rights and the performance of its obligations under this Agreement.
4. **Limitation of Liability.** THE CUMULATIVE AGGREGATE LIABILITY OF COMPANY AND ALL OF OUR AFFILIATES AND LICENSORS TO CUSTOMER AND ALL OF ITS AFFILIATES RELATED TO THIS SOW WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY US UNDER THIS SOW.
5. **Audit.** Company will keep accurate and complete records relating to hours worked under this SOW and report them to Customer upon request.
6. **Scope:** Please describe the scope of work requested in this configuration services order.

7. **Hours Estimate.** Please provide the hours estimate:

Description of Resource	Price / Hour USD	TASKS	HOURS	Total
Principal US Based	400		100	\$40,000
Analyst US Based	300		100	\$30,000
TOTAL			200	\$70,000



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8. **Overage Fees for Hours Above Estimate:** Additional Hours utilized above the packages selected will be billed according to the table below:

Principal US Based	\$490/Hour USD	
Analyst US Based	\$393/Hour USD	

9. **PAYMENT AND INVOICES.** This SOW will be invoiced upon order acceptance by Company. Overages will be invoiced monthly in arrears. Invoices will be payable upon 30 days of invoice.
10. **CHANGES.** Customer may, at any time by written order, make changes in the Company's work within the general scope of this applicable SOW. If any change under this section causes an increase or decrease in the Supplier's cost of, or time required for, the performance of any part of the work, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Agreement shall be modified in writing accordingly.
11. **LOCATION.** All work under this SOW will be performed remotely unless otherwise specified explicitly in the SOW.

Agreed by the Parties:

SuccessKPI	Customer: _____
Name: Dave Rennyson	Name: _____
Title: CEO	Title: _____
Signature: _____	Signature: _____



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Schedule B2: Configuration Services - Packaged SOW

1. **Orders, Partner Fees and Payment.** This SOW will be invoiced upon signature.
2. **Limited Warranties and Remedies.** Company warrants that it will perform the services listed on this SOW in a manner conforming to generally accepted industry standards and practices. For any breach of this warranty, Customer's exclusive remedy and Company's entire liability will be re-performance of the services at no cost to Customer.
3. **Restricted Use.** Each Party warrants that any individual who signs this Agreement and any order governed by the Agreement on behalf of such Party has the authority to enter into this Agreement or any such order on behalf of such Party, and that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this Agreement.
4. **Limitation of Liability.** THE CUMULATIVE AGGREGATE LIABILITY OF COMPANY AND ITS AFFILIATES AND LICENSORS TO CUSTOMER AND ALL OF ITS AFFILIATES RELATED TO THIS SOW WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY US UNDER THIS SOW.
5. **Audit.** Company will keep accurate and complete records relating to hours worked under this SOW and report them to Customer upon request.
6. **Order Form:** Please select the Package, amount of monthly usage, and term applicable to this order.
7. **Package Selected:** _____

Package	Description	Selected
Package A: SuccessKPIs Quickstart Onboarding Package 1	SuccessKPIs Quickstart Onboarding Package 1 for includes the following: Discovery and Design Workshop (2 hours), Configuration & Validation of Data Flow (2 hours) , Customization of Tiles New Reports & Dashboards (6), Evaluation & Coaching (2 hours), Administration Mentoring and Knowledge Transfer (3 hours), Project Management (7 hours), Post Go Live Support (3 hours). Total Hours purchased: 25 hours.	—
Package B: SuccessKPIs Quickstart Onboarding Package 2	SuccessKPIs Quickstart Onboarding Package 2 for includes the following: Discovery and Design Workshop (5 hours), Configuration, Integration and Validation (2 hours), Customization of Tiles, 3 New Reports & Dashboards (11 hours), Evaluation & Coaching (4 hours), Training & Administration Mentoring (2 hours), Project Management (10 hours), Post Go Live Support (2 hours/day x 3 days = 6 hours)	—
Package C: SuccessKPIs Accelerate Speech Tuning Package 3	SuccessKPIs Quickstart Onboarding Package 3 for includes the following: Discovery and Design Workshop (30 hours), Configuration, Integration and Validation of Data Flow (2 hours), Customization of Tiles, New Reports & Dashboards (21 hours), Playbook Creation (1 Playbook, 1 Dashboard Playbook - 5 Topics & 2 Themes, Process up to 500 audio recordings, Listen and Analyze Output (31 hours), Training and Administration Mentoring (8 hours), Speech & Text Analytics tuning and reprocessing (25 hours), Project Management (25 hours), Post Go Live Support (20 hours)	—

8. **Amount:** _____
9. **Overage Fees for Hours Above Estimate:** Additional hours utilized above the packages selected will be billed according to the table below. Unused hours will not be refunded:

Principal US Based	\$490/Hour USD	
Analyst US Based	\$393/Hour USD	



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- 10. PAYMENT AND INVOICES.** This SOW will be invoiced upon signature below. Overages will be invoiced monthly in arrears. Invoices will be payable upon forty-five (45) days of invoice.
- 11. CHANGES.** Customer may, at any time by written order, make changes in the Company's work within the general scope of this applicable SOW as mutually agreed. If any change under this section causes an increase or decrease in the Company's cost of, or time required for, the performance of any part of the work, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Agreement shall be modified in writing accordingly.
- 12. LOCATION.** All work under this SOW will be performed remotely unless otherwise specified explicitly in the SOW.

Agreed by the Parties:

SuccessKPI	_____
Name: Dave Rennyson	Name: _____
Title: CEO	Title: _____
Signature: _____	Signature: _____