THE CRM DOCTORS™

Engagement Terms

Standing Service Terms — Version 08.2026

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With local & friendly teams, CRMD helps organizations maximize their technology potential in an easy to manage engagement. You'll have one point of contact, but unlimited experience.

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CRMD provides time & materials support and enhancement services for the the Customer's systems identified in the applicable SOW. All estimates — including any scope, hour, or cost figures in a SOW, proposal, or other communication — are good-faith approximations based on information available at the time; they are not fixed fees and do not cap billable hours. All hours actually worked are billable, whether or not they exceed an estimate. Actual hours routinely vary from estimates and in some cases may materially exceed them, due to factors including: additions, changes, or refinements requested by the Customer, whether individually or in the aggregate — small requests accumulate; newly surfaced business cases or requirements; revisions following Customer feedback; changes in third-party platforms; and environmental architecture (existing system configuration and code not aligned with coding best practices). Any work the Customer requests is in scope and billable unless the Customer withdraws the request in writing before work begins. If CRMD becomes aware that an effort is tracking materially beyond its estimate, CRMD will notify the Customer; the Customer's direction to continue constitutes approval of the additional hours.

ENGAGEMENT TERMS

BRIEF

CRMD will assist the Customer in implementing/supporting/enhancing their business platforms (as identified in the applicable SOW) and provide directional advice, including strategic technical consulting where needed.

This 2026 CRMD Engagement Terms document ("Engagement Terms") sets out the standing service terms that apply to every engagement between CRMD, Inc. ("CRMD") and the customer identified in the applicable Statement of Work ("Customer" or "Client"), and is incorporated by reference into each Statement of Work ("SOW") executed by the parties, effective as of the SOW's effective date.

This document is entered into pursuant to the Master Services Agreement (the "MSA" or "Agreement") between Customer and CRMD; "SOW" and "program of work" ("POW") as used in the MSA refer to the same instrument. In the event of conflict: the MSA governs unless a SOW expressly supersedes a specific provision; a SOW governs over these Engagement Terms; and these Engagement Terms govern any matter a SOW does not address. Capitalized terms not defined in this document have the meanings set forth in the MSA or the applicable SOW. This document is maintained at crmd.io/engagement-terms; the dated version referenced in the applicable SOW or addendum controls. Printed or downloaded copies are uncontrolled.

1. ENGAGEMENT TERMS OVERVIEW

The purpose of these Engagement Terms is to set out the general terms of the CRMD services ("Services") to be delivered by CRMD. The specific Services for each engagement are described in the applicable SOW.

2. FLEXIBILITY

CRMD Engage and Engage Pulse™ (retainer-based engagements) are designed to give the Customer a great deal of flexibility in the way the Customer consumes Services. CRMD assumes that the Customer's usage of the Services may fluctuate up or down by 15% from the planned budgeted hours in each period. The Customer may change the level of service provided throughout the contract according to the following guidelines.

a. For <u>modifying Engage (monthly retainer) hours</u>: Contracted monthly hours can be increased or decreased to meet the Customer's changing Service needs. If the Customer does not use all the hours budgeted per month as stipulated in the cost estimate in the supporting documentation, the hours are not lost but are instead rolled over into future months. This is achieved by adding rollover hours into a bank of hours to be consumed at a later time. CRMD will attempt to consume the banked rollover hours within the current quarter. Overages are trued up quarterly at full rate, but may be rolled over to the next quarter at CRMD's discretion. Carrying an overage waives the Customer's ability to decrease their hours allotment. Should a contract renewal not be signed, banked hours will be forfeited. If the bank becomes too large to consume in a timely manner, the client may elect to reduce the contract so that hours are not lost. The contract may only be reduced by a maximum of 15% per quarter. Retainers may not be reduced lower than 10 hours / month. Non-annual retainers are not eligible for this perk.

b. For modifying Engage Pulse™ (bi-weekly retainer) hours: Pulse retainers run in two-week cycles (twenty-six per year). Unused time banks automatically for future cycles, up to one full cycle's allotment. Hours may be borrowed ahead up to 35% of a cycle at no charge; usage beyond that has a three (3)-cycle (six-week) flex window to be absorbed by banked or unused hours, and only the remainder is reconciled on the next draft at the overage rate set forth in the applicable SOW. A negative hours position may not persist beyond three (3) consecutive cycles; further borrowing pauses until the balance is cured. Allotments may be increased to a higher tier at any time, effective the next cycle; decreases are limited to once every seven (7) cycles, provided there is no outstanding balance. Carrying an overage waives the Customer's ability to decrease their allotment. Pulse retainers may not be reduced below five (5) hours per cycle, unless otherwise offered. Should a contract renewal not be signed, banked hours will be forfeited. Non-annual retainers are not eligible for this perk.
c. Hours purchased via an Hours Bucket (project-based allotment) may not be decreased.
d. OnDemand hours are billed as consumed and thus cannot be decreased.

If hours have expired, CRMD offers customers additional flexibility in regaining them. Expired hours from this agreement may be repurchased at a 50% discount from extended rate, up to three (3) months past expiration date.

3. ADDING PROJECT HOURS

Built into our Hours Bucket (project-based) contracts is the ability to increase the size of hours allotments to fit the Customer's changing Service needs. CRMD offers two (2) options to increase the budget:

a. CHANGE ORDER/EXTENSION: The Customer may request a change, enhancement or new functionality / UI / styling not previously estimated / factored into the purchased allotment of hours. CRMD will send a Change Order to the Customer for any CRMD-approved changes in work we estimate to be over twenty (20) hours. Requested work under twenty (20) hours ("Under-Threshold") will be worked and billed as a part of the original agreement and seen as normal fluctuations in the estimate. The Customer agrees that several of these Under-Threshold requests may increase the additional time billed by over twenty (20) hours collectively. Change Orders and Extensions are billed at CRMD's pre-negotiated Hours Bucket prices.
b. ADDITIONAL HOURS BUCKET: The Customer may purchase hours allotments that are consumed within a 90-day calendar period. The CRMD team will work with the Customer to find the appropriate amount of time needed. Provisioning for Hours Buckets are subject to a twenty-five (25) hour minimum increment.

4. THE CUSTOMER'S OBLIGATIONS

The Customer's failure to provide, maintain or assure any of the following obligations hereunder may impede CRMD's ability to perform the Services defined in the applicable SOW. In addition, the Customer agrees to provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable CRMD to perform the Services. The failure by the Customer to perform any of the following obligations may result in increased service fees, timelines and/or changes to individual projects:

- The Customer will maintain a single point of contact for project management matters, and a single point of contact for all business (administration/contract) matters, and all communication under the engagement will be managed through these two contacts;

Please Fill Out Both

Project Management Matters Contact	Business Matters Contact

- The Customer will complete all required tasks in a timely manner and understand that any delays will impact the project timeline;

- The Customer's business process information and documents will be available in a timely manner and understand that any delays will impact the project timeline;
- The Customer's key content providers and other necessary Customer personnel will be available in a timely manner and understand that any delays will impact the project timeline;
- The Customer will cover all costs associated with securing training facilities and training hardware to support any training provided by CRMD if such training services are requested;
- The Customer will provide CRMD continuous access to the sandbox/testing and production environments of the supported systems, with administrative privileges;
- The Customer shall extract, consolidate, and cleanse data prior to loading into the supported systems. Further, the Customer shall be responsible for the accuracy of the data provided to CRMD. Failure of the data to conform to requirements set forth by CRMD may result in additional time expense;
- The Customer will coordinate on-site, web, or conference call requirements to be held during the term of the engagement; and,
- The Customer will have stakeholders available for in-person Quarterly Road-mapping Sessions to plan for future initiatives.
- The Customer will ensure all points of contact with the CRMD team share mutual respect and harbor an emotionally safe and constructive work relationship to provide an atmosphere conducive to a successful project.

5. STATEMENT OF WORK INITIATION

Initiating a new SOW may take at least eight (8) billable hours during which CRMD will complete the following activities:

- Conduct interviews to learn about the relevant business processes;
- Define the user stories that will be addressed;
- Establish a timeline and communication plan; and,
- Allocate CRMD resources.

Note that renewals or continuation of services do not require this initiation time.

6. REIMBURSABLE EXPENSES

CRMD may travel to Customer's facilities to execute portions of CRMD Services. Travel must be approved in writing and may be subject to the following terms:

1. Travel Expenses: The Customer shall reimburse CRMD for reasonable, client-approved travel expenses incurred in conjunction with the execution of the applicable SOW. CRMD resources will maintain a meal allowance of $100.00 per day within the duration of the trip. Milage is invoiced monthly at the federal standard milage rate.
2. Printing Materials: All printing cost associated with the creation of customized materials related to the Customer' implementation shall be borne by the Customer.
3. Web-Cast Fees: The costs for approved Virtual Conferencing services for over thirty (30) attendees will be billed back to client, with no markup. The Customer will be charged for Web-cast fees for off-site training, BPR session, etc. If the Customer has alternative Web-cast providers, CRMD will use those services to conduct such web meetings.
4. Data Manipulation Tools: If it becomes necessary to perform extensive data manipulation where either a tool is absolutely necessary to move forward, or where the cost of the tool will be less than the time CRMD needs to manipulate the data, the cost of such will be billed back to client, with no markup. Tools will be presented to the Customer for review and approval. If the Customer has comparable data tools, CRMD will use those services.

7. PAYMENT SCHEDULE & METHOD

For Hours Buckets (project-based) purchases, the Customer shall pay the full amount of related provisioned hours prior to beginning services. If the Customer is on a monthly retainer (CRMD "Engage"), the Customer shall pay the first month's fees prior to the retainer start date ("Retainer Start Fee"); thereafter, retainer fees are due monthly, in advance of each month worked (Net-0). If the Customer is on a bi-weekly retainer (CRMD "Engage Pulse™"), fees are drafted automatically via ACH fifteen (15) days before each two-week cycle begins, with the first cycle's payment required at signing; no invoices are issued for autopay drafts. Should an ACH draft fail, CRMD will re-draft the next business day; discounts are absolved on any cycle left unfunded after four (4) business days, and such cycles are reissued at the full rate. Each failed or returned draft is subject to a returned-payment administration fee of $75.00 (reflecting bank return charges and payment-processing labor), added to the next draft; as a courtesy, the first returned draft in any twelve (12) month period is waived. CRMD will re-initiate a returned draft no more than two (2) times. All credits will be applied on subsequent invoices or drafts.

The Cost Estimate described in this document and any supporting documents is based on a fixed budget of hours over a fixed period of time. Invoices will be sent via email to the Billing Contact listed in Exhibit A below. Actual, reasonable travel and out-of-pocket expenses, and tax, if any, are not included in the fees set forth and will be invoiced separately.

Acceptable Payment Methods include ACH autopay (required for Engage Pulse™ retainers), Electronic Funds Transfer (EFT), ACH and Check. Credit Card Payments are accepted at a 3.47% mark-up. Please inform CRMD if a credit card will be used so the invoice can be reissued with applicable mark-up.

8. HOLIDAYS, WEEKENDS AND OFF-HOURS

CRMD does not normally operate on holidays, weekends, or outside normal business hours (Monday–Friday, 9:00 AM–5:00 PM Eastern). Off-hours work may be arranged with the written consent of both CRMD and the Customer, specifying dates and tasks, and is billed at twice (2x) the normal hourly rate; off-hours work performed without the Customer's direct consent is billed at normal rates. Service Level Agreements are suspended during listed holidays, available at crmd.io/holidays.

9. AUTO-RENEWAL

Retainers (CRMD "Engage" and "Engage Pulse™") automatically renew for successive terms of the same length unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (Hours Buckets do not auto-renew). All eligible planned and unworked hours roll into subsequent contract terms. The rate for the renewal term will be increased per the schedule set in the Proposal document. If not otherwise annotated, the rate shall increase by a minimum of 2.7%. If the Customer does not agree to the minimum 2.7% increase, the Customer and CRMD may negotiate new terms upon the expiration of this contract. CRMD charges this annual rate adjustment in order to keep up with inflation and rising operational costs while minimizing customer disruption.

If the Customer elects not to renew, any Services requested after expiration are provided at the default non-discounted core rate.

For services purchased via Hours Buckets (project-based allotments), the hours must be consumed within the expiration period. If no expiration period exists, hours will expire within ninety (90) days. Unworked expired hours may be purchased back within ninety (90) days of expiration at 50% of the last per-hour purchase price ("Expiration Fee".) These hours will have a ninety (90) day expiration. Expiration Fees are due upfront, before these hours may be consumed.

10. SERVICE LEVEL AGREEMENT

The Customer may opt to utilize CRMD's team to handle general maintenance ("Ad Hoc") items. General maintenance includes any tasks related to the systems supported under the applicable SOW (e.g., Salesforce, HubSpot, websites, and related platforms) that do not require planning to implement. Priority Support (Premium SLA) is included by default on all retainer-based engagements at 15% of the retainer value, shown as a line item in the applicable SOW; the Customer may decline at signing, in which case the Standard SLA applies. For non-retainer

services, Premium SLA may be added for 15% of purchased services. CRMD will address any Ad Hoc requests according to the following service level terms:
CRMD will respond to Ad Hoc requests per the table below. Requests that wholly prevent users from working are "Emergency"; requests that impact but do not wholly prevent work are "High-priority." Emergency and high-priority work may be completed during off-hours, weekends, and holidays in accordance with our holiday policy — emergency work without the need for client approval. Response times are measured in business hours from submission.

	Standard SLA (included)	Premium SLA (Priority Support)
Emergency response — wholly prevents users from working	Within 6 business hours	Within 3 business hours
High-priority response — impacts, but does not prevent, work	Within 10 business hours	Within 5 business hours
Weekend / holiday submissions — response clock begins	2:00 PM ET next business day (emergency); 4:00 PM ET (high-priority)	11:00 AM ET next business day (emergency); 1:00 PM ET (high-priority)
Target resolution	Emergency: close of second business day; High-priority: close of fourth business day	Emergency: close of next business day; High-priority: close of second business day

Routine requests are acknowledged within one (1) business day (Standard) or four (4) business hours (Premium); acknowledgment is not resolution — routine work is scheduled and delivered according to cycle priorities. Acknowledgment targets are service goals only and are not subject to service credits or the breach definitions in this document.

11. BREACH

Either party may terminate this Agreement only for a material breach by the other party that remains uncured as set forth below. Termination is a remedy of last resort: before terminating for breach, the parties' designated executives must confer in good faith for at least fifteen (15) days following the end of the cure period. Neither party may rely on a breach that it caused, invited, or materially contributed to.
Notice and cure. The non-breaching party must notify the other by email within five (5) business days of becoming aware of a breach, describing it in reasonable detail (for Service Level claims, including the specific request/ticket references). Occurrences not reported within this window are waived. The breaching party has thirty (30) days from notice to cure, or the period set forth in Section 2.3 of the MSA if longer. A breach capable of remedy through service credits, re-performance, or payment is deemed curable, and completion of the cure extinguishes the breach.
Conditions on Customer termination. Customer may terminate for CRMD's uncured material breach only if Customer is current on all undisputed payments and is not itself in breach. Upon such termination, Customer remains responsible for all services rendered through the termination date. No cancellation fee applies, but termination is prospective only: no refunds of amounts properly charged for completed cycles, and banked hours are consumed per the SOW.
CRMD and Customer agree that a breach is defined as:
By CRMD:

- Persistent Service Level failure: CRMD misses the applicable SLA response targets on three (3) or more properly submitted requests in each of three (3) consecutive months and fails to cure within thirty (30) days after written notice. A missed target is not, by itself, a breach: Customer's sole and exclusive remedy for missed SLA targets is a service credit of one (1) additional service hour per missed target, up to two (2) credits per cycle. A request does not count toward this definition where the miss results from Customer's acts or omissions (including incomplete information or unavailable access, personnel, or approvals) or where Customer's request volume in the month exceeds two times (2x) its trailing three-month average.
- Failure of CRMD to propose a replacement Account lead within thirty (30) days of a requested change.

By Customer:

- Failure to pay any undisputed amount when due, not cured within thirty (30) days after written notice. Revocation of ACH authorization or an unfunded cycle is governed by the SOW's autopay provisions and additionally constitutes breach if uncured.
- Three (3) consecutive instances in which the Customer fails to meet the obligations set forth in Section 4.

12. TERMINATION

New Customers can terminate this agreement within sixty (60) days after the contract start date, with or without cause, and will only be responsible for expenses and services rendered up until the date of termination ("Burn-in Period"). Customer terminating without cause must provide notice sixty (60) days in advance. After the Burn-in Period, the applicable SOW is binding for its full term; early termination for convenience requires sixty (60) days' written notice and is subject to the cancellation fee set forth in the MSA: one hundred percent (100%) of the remaining unpaid contract value with all discounts absolved (hours consumed to date are re-billed at the core rate), reduced to seventy-five percent (75%) if paid within fifteen (15) days of the termination notice. Should the Customer increase hours (as defined above in 3), upgrade their retainer tier, or incur an overage within the Burn-in Period, the right to a termination for convenience is waived.

Termination for breach is governed by Section 2.3 of the MSA.