

Supplemental Payment Policy

1. Fees.

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on services purchased and not actual usage or delivery, (iii) all payment obligations including but not limited to fee's for Subscriptions, Online Services, Purchased Services and Professional Services, are non-cancelable and fees paid are non-refundable.

The number of User Subscriptions or services purchased cannot be decreased during the relevant subscription term stated on the Order Form. User Subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User Subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

You will pay Us for the Professional Services at the rates specified in the applicable SOW or Order Form, or if no rate is specified in the SOW or Order Form, Our standard rates in effect at the time the SOW or Order Form is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW or Order Form. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Your budgeting and Our resource-scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, We will continue to provide Professional Services under our then current rates and terms. We will periodically update You on the status of the Professional Services and the fees accrued under SOWs or Order Forms. Charges for time-and-materials engagements will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOW or Order Form. Charges for fixed fee engagements will be invoiced in advance in the manner as provided in the SOW or Order Form, as applicable, unless otherwise expressly stated therein.

2. Taxes.

Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

3. Payment Methods

For the duration of this Agreement You must maintain an approved credit card, debit card, or ACH account (“Automated Payment Method”) within the WorkXpress billing portal (my.workxpress.com). Your WorkXpress account will be charged automatically on the due date for any fee’s specified by this Agreement, first reducing any positive credit balance on the account, and then attempting to charge the credit card on file. If You do not wish to have Your Automated Payment Method charged, You must submit payment by alternate means, in advance, to establish a credit balance before the due date of the next scheduled payment. You are responsible for providing Us with Your complete and accurate billing and contact information and notifying Us of any changes to such information.

4. Authorization to Charge

You certify that you are authorized to initiate charges to the credit card (“Automated Payment Method”). You certify that you have a valid contract with WorkXpress that includes the Master Services Agreement and additional Order Forms. You understand that the full details of your contract, your terms of service and any upcoming payments are available to You online, 24/7 at my.workxpress.com. The payments that are due, and the time frames in which they are due, have been clearly communicated to You and agreed to by You. Specifically, this Agreement explains that your credit card will be charged when a payment is due, and you do hereby expressly authorize WorkXpress to initiate these charges. This Agreement provides for options that will prevent the use of your Automated Payment Method to make a particular payment, and You do understand that unless You exercise one of those options, WorkXpress is authorized to charge your card for that payment at the prescribed time. You understand and agree that there is a no refund policy, and that all transactions are final.

5. Non-payment Status

You understand that failure to make payments according to the schedules and time frames agreed to herein or to maintain a valid Automated Payment Method on file represents a material breach of this agreement and will cause You to be placed into a “Non-payment” status. Should You qualify for placement into a Non-Payment status, You do hereby acknowledge and accept that WorkXpress may immediately cease the provision of any or all Professional Services or Online Services including any Deliverables. Should Your Project need to be rescheduled after a Non-Payment status is cured, that Project will likely be delayed significantly longer than the duration of the Non-Payment status, and additional rescheduling charges may apply.

6. Suspension of Service and Acceleration.

If any amount owing by You under this or any other agreement for Our Services including Professional Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), or if Suspension of Service is warranted under other terms of this Agreement, or in the event of your material breach of this

Agreement, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable. We will give You at least 10 days' prior notice of your breach of this Agreement, in accordance with Section 13.2 of the MSA (Manner of Giving Notice), before accelerating your payment obligations. Additionally, we reserve the right to suspend your Services or Professional Services immediately upon incurring an overdue payment.

7. Interest and Penalties

If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future purchases of subscription renewals or professional services on payment terms shorter than those specified in the agreement. Additionally, You shall pay on demand all of Our reasonable attorney fees, court and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of this Supplemental Payment Policy and/or Section 6 of the Master Services Agreement (Fees and Payment) or Section 5 of the Professional Services Agreement (Fees and Payment).

8. Incidental Expenses.

You will reimburse Us for reasonable travel and out-of-pocket expenses incurred with Your approval in connection with Professional Services. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, We will not exceed such estimate without Your written consent.

9. Future Functionality.

You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.