Onboarding Services SOW

This Onboarding Services Statement of Work ("SOW") describes Onboarding Services to be performed by Branch for Customer (each a "party", collectively "Parties") to the extent Customer has purchased Onboarding Services, as set forth in Customer's Order Form. By executing an Order Form that references this SOW, Customer agrees to the terms of this SOW. Except where otherwise expressly indicated within this SOW, this SOW is subject to the terms of the applicable Order Form and Branch's Terms and Conditions, or instead, where there is a service agreement in place between Customer and Branch, that service agreement, as applicable, between the Parties as referenced in the relevant Order Form ("Service Agreement").

Customer may not receive Onboarding Services if Customer is Branch's direct competitor, except with Branch's prior written consent. In addition, Customer may not receive Onboarding Services for the purposes of evaluating or monitoring their quality or performance, or for any other benchmarking or competitive purposes.

I. DEFINITIONS

1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2. "**Branch**" means Branch Metrics, Inc., the entity you are hereby contracting with.

3. "**Branch OS**" means Branch's Onboarding Services organization.

4. "**Customer**" means the company or other legal entity for which you are accepting this SOW together with Affiliates of that company or entity which have signed SOWs or Order Forms for Onboarding Services.

5. "**Change Order**" means any change to an SOW or Order Form, as applicable, as described in the "Change Orders" section below. Change Orders will be deemed incorporated by reference in the applicable SOW or Order Form, as applicable in the absence of an SOW.

6. **"Order Form"** means an ordering document specifying the Onboarding Services to be provided hereunder and that is entered into between Customer and Branch, including any addenda and supplements thereto.

7. "**Onboarding Services**" means work performed by Branch under a SOW or Order Form, including Branch's Onboarding assistance specified in such SOW or Order Form. For clarity, the "Service(s)" under the Service Agreement do not include Onboarding Services.

8. "**SOW**" or "**Statement of Work**" means a statement of work describing Onboarding Services to be provided hereunder, that is entered into between Customer and Branch which is incorporated into an Order Form that is entered into between Customer and Branch.

9. "**Effective Date**" means the date signed by both Parties in the Order Form; if the Parties signed on different dates, the later of the two dates will constitute the Effective Date.

10. "**Work Product**" means all works of authorship, inventions, know-how, ideas, materials, information, designs, and files made or conceived or reduced to practice, in whole or in part by Branch or its subcontractors in connection with the Onboarding Services, and all intellectual property rights relating thereto.

II. SCOPE OF SERVICES. Branch OS will provide Customer with resources to assist Customer's staff as set forth below (the "Project"), subject to Customer's payment of all applicable fees as set forth in the applicable Order Form. Branch OS and Customer (collectively, the "Project Team") will commit resources to work on the Project. In providing the Onboarding Services hereunder, Branch OS will employ reasonable, industry-standard Onboarding processes and activities.

Service	Onboarding Service Description
Discovery	1. Conduct remote discovery sessions to assist with identifying integration requirements for key use cases to work within client tech stack 2. Provide assistance with defining Branch integration strategy to leverage deep linking and channel best practices 3. Assist Customer in identifying new opportunities to drive additional value from Branch within existing and new channels 4. Provide guidance with the creation and execution of Customer's business case in implementing Branch's Services
Engagement Management	1. Provide guidance and assistance identifying key integration tasks, owners, and dependencies to support sprint planning 2. Assist Customer in tracking and communicating task completion and next steps with project stakeholders 3. Actively monitor for and escalate integration risks and issues
Engagement Support	1. Assist customer with building links for testing, and social/email/ads/site campaigns 2. Support the creation of Journeys and Deepview templates 3. Provide guidance and support to Customer in creating custom link builders, test pages, webhooks, and API scripts to streamline integration usage 4. Support analytics tagging strategy, retrieval of Branch data, and creation of performance reporting and collateral
Software Configuration	1. Support configuration of default redirect, social, and domain settings 2. Assign and coordinate user access permissions 3. Support setup of premium feature (Journeys, Email, Ads, Analytics) dashboard configurations

Service	Onboarding Service Description
Enablement	1. Conduct training sessions for project stakeholders on content which may include Branch functionality, Premium features, Specific Use Cases, and Dashboard Usage

III. PROJECT ROLES AND RESPONSIBILITIES. This is a list of Project roles, NOT individuals, required to complete the Project. A single individual may take responsibility for any number of roles, or a single role may require more than one individual. Customer acknowledges its participation is critical for Project success.

Role	Branch OS	Customer
Sponsor	Responsible for allocating Branch OS resources 1. Serve as escalation contact for issues not resolvable by Branch Project Manager ("PM") 2. Advises the Branch OS team 3. Manages project resources	Responsible for providing Customer resources needed for successful onboarding, and promote process change where necessary
Project Manager	Responsible for oversight of Branch OS resources, schedules. Supporting responsibilities include: 1. Attending all key Project meetings 2. Being a point of contact for day-to-day operations 3. Providing guidance and assistance for management of Project issues 4. Leading Project meetings	Responsible for the oversight of Customer resources, schedules and responsibilities including: 1. Attending all key Project meetings 2. Being a point of contact for day-to-day operations 3. Securing participation (as required) of key business process owners 4. Participating in Project meetings
Administrator	N/A	Responsible for ongoing Branch administration, once onboarding is complete 1. Manage user acceptance tasks, including QA testing, training and adoption 2. Manage organization's ongoing Branch use

Role	Branch OS	Customer
Functional Consultant(s) / Business Process Owner(s)	Responsible for providing leadership and guidance on the overall usage of Branch 1. Define Branch integration strategy 2. Support ongoing onboarding setup 3. Conduct training of Branch best practices 4. Support QA of Branch integration	Responsible for review and acceptance of Branch integration, and identification of exceptions/risks 1. Attend Project meetings related to area of ownership 2. Assist in the definition of unique processes outside of standard Branch practices 3. Participate in user acceptance testing activities
Extended Team	As needed Branch OS resources (including Solution Architects, Subject Matter Experts, Technical and/or Education resources) to support the scope of the Project	Additional Customer resources as needed to support the scope of the Project

IV. ONBOARDING SERVICE ASSUMPTIONS. Unless otherwise noted in this SOW or agreed to in writing by the Parties, the following assumptions are based on information provided by the Customer relating to the Project and have been used to estimate Branch OS's required level of effort and fees. Deviations from these assumptions may lead to commensurate changes in the timeline and fees and will be handled through a formal Change Order.

1. **Term Length**: Unless otherwise agreed upon by both Parties and duly executed in writing, the obligation of Branch to provide Onboarding Services under this SOW expires after the timeframe identified in the Order Form, following the SOW "Effective Date."

2. **Scope:** Any item or activity not specifically included within the scope of this SOW is deemed outside the scope of this SOW and may require a Change Order, or separate SOW. Services referenced herein are in support of standard Branch software functionality as defined by the applicable Service Agreement, except as may otherwise be specified in this SOW. Any changes to the software functionality supplied are outside the scope of this SOW.

3. **No Recording**: Customer will not film or record Branch delivery of Onboarding Services or Branch materials.

4. **Reasonable Work Hours**: Customer agrees that:

   1. Branch OS staffing commitments ("Staffing Commitments") include up to the amount set forth in the Order Form (if any);

   2. Staffing Commitments in this SOW may not have been fully scoped, and there is no assurance that the work identified by the Customer for Branch OS subject to Staffing Commitments can be completed within the time period scoped or even that such work can be completed at all;

3. Branch OS reserves the right to reject any request for work identified by Customer to be provided by Branch OS as Staffing Commitments, if Branch OS reasonably believes such work is outside of the type of services normally provided by Branch OS; and

4. Staffing Commitments may be consumed by Branch OS in completing preparations for meetings, completing offline research, and completing offline configurations or other action items.

5. **Overages**: Branch OS will secure Customer's approval to bill against overages that exceed initial Staffing Commitments before the provisioning of any such overage services.

6. **Cancellation / Postponement**: Branch OS and Customer will use commercially reasonable efforts to attend all scheduled Project meetings. The repeated cancelation of Project meetings may result in Project delay and additional costs.

7. **Business Hours**: Branch OS resources will be reachable over email during normal business hours (9 am – 6 pm local time, Monday – Friday, excluding nationally recognized holidays), and issues escalated outside of normal business hours may be sent to support@branch.io.

8. **Non-Solicitation**: During the term of the SOW and for a period of three (3) years thereafter, Customer shall not interfere with Branch's relationship with, or endeavor to entice away from Branch, any person who, on the date of the termination of or expiration of the Agreement, was an employee of Branch.

V. CUSTOMER RESOURCE AVAILABILITY. Project timeline estimates provided by Branch OS are dependent on the availability of Customer resources and key decision makers. Lack of access to or the material change to resources and/or Project stakeholders may impact estimated timelines and whether additional Onboarding Services may be needed. Customer is responsible for acknowledging, reviewing, and responding to communications from Branch OS to support this Project. Some integration features may require Customer's contractual signature / e-signature with a third party before Branch OS can continue with the provisioning of services, and Customer is responsible for responding and executing such third party agreements in a timely and collaborative fashion. Customer is responsible for any engagement and management of third-party vendors that Customer uses in conjunction with Branch. Customer will provide relevant contacts and subject matter experts in a timely fashion to be made available for any necessary work to conduct this SOW according to a mutually agreed upon Project schedule. Should Customer choose not to go live with any aspect of the deployment, and then at a future date need additional Onboarding Services, this will require another statement of work or Change Order to extend the Onboarding Services term and may result in additional costs.

VI. CHANGE ORDERS. Changes to a SOW or Order Form will require a written Change Order signed by the Parties prior to implementation of the changes. Such changes many include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

VII. FEES. Customer will pay Branch for the Onboarding Services at the rates specified in the applicable Order Form.

VIII. LICENSES PROCUREMENT AND ACCEPTANCE OF TERMS

1. Any rights for Customer to use and access Branch software (including without limitation any service functionalities, products, modules and features) are outside the scope of this

SOW and must be separately procured by Customer from Branch pursuant to an Order Form or the applicable Service Agreement.

2. Customer is responsible for separately procuring, at its own expense, all necessary rights for its and/or Branch OS's use of any Customer or third-party technology that will be used within the scope of this SOW, including any applications and/or services with which the Branch Service can be connected through integrations. Customer represents and warrants that it will procure all such rights prior to using or permitting Branch OS's use of any such third-party technology hereunder. Customer acknowledges that use of third-party technology and/or services not already licensed or purchased by Customer may require additional licenses and fee(s) that must be obtained separately by the Customer from the specific third-party provider of such applications and/or services.

IX. INTELLECTUAL PROPERTY

1. Customer will retain all right, title, and interest in and to any materials provided to Branch OS and the Branch OS resources pursuant to this SOW ("Customer Materials"). Customer grants Branch (including Branch OS) and its contractors a worldwide, non-exclusive, right to use, copy, distribute, create derivative works based on, display, and perform its Customer Materials as reasonably necessary for Branch OS to provide the Onboarding Services and Services to Customer.

2. Except for the rights granted in this Section, and subject to Customer's rights in the Customer Materials, Branch owns and reserves all right, title, and interest in and to the Work Product. Branch grants Customer a limited, non-exclusive, non-transferable license to access and use the Work Product with the Services for Customer's internal business purposes during the Term of the applicable Service Agreement.

3. Customer will not (and will not allow any third party to): (a) remove or alter proprietary notices from the Work Product or (b) use, sell, copy, modify, create derivative works based on, publicly perform, publicly display, or distribute the Work Product outside of the Services.

X. DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, BRANCH AND ITS AFFILIATES (A) MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATORY OR OTHERWISE REGARDING THE ONBOARDING SERVICES AND WORK PRODUCT, AND (B) DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR (II) THAT THE ONBOARDING SERVICES AND WORK PRODUCT ARE ACCURATE, COMPLETE, OR RELIABLE. THE ONBOARDING SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NO ADVICE OR INFORMATION OBTAINED FROM THE ONBOARDING SERVICES AND WORK PRODUCT WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS SOW.

XI. TERM AND TERMINATION

1. **Term.** This SOW will expire or terminate in accordance with the Section on "Term Length" above.

2. **Termination for Cause.** Either party may terminate this SOW if the other party is in material breach of the SOW and fails to cure that breach within thirty days after receipt of written notice. Any termination of the applicable Service Agreement will also terminate this SOW.

3. **Surviving Provisions.** The Sections on "Intellectual Property" and the "Disclaimer" will survive termination of this SOW.