



PRODUCT APPENDIX C: CONSULTING UNITS

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1. Consulting Units

- 1.1. **Consulting Units.** “Consulting Units” are credits that may be redeemed by you for UMH Consulting services as set forth in this Product Appendix and the Redemption Tables located in Section 5. To redeem Credit Units, contact a UMH sales representative or consulting representative and follow the steps in Section 1.3 below.
- 1.2. **Use of Consulting Units.** Consulting Units: (a) are non-refundable, (b) are non-transferable, (c) may not be redeemed for cash or credit, (d) must be used as whole credits, (e) cannot be combined with any other discounts, special offers or coupons, (f) cannot be pro-rated and (g) can only be redeemed in the same geographic region and currency as purchased. United States Government end users (or resellers acting on behalf of the United States Government) may not purchase Consulting Units.
- 1.3. **Consulting Unit Redemption.** Notwithstanding other payment terms, payment for Consulting Units must be received in full prior to the delivery of the associated Professional Services (as defined below). The following terms apply to the redemption of Consulting Units:
 - a. Clients agrees to participate in a scoping call with UMH's consulting representative to determine the Client's requirements, level of effort, type of resources required, and other engagement specific details.
 - b. UMH will provide a Redemption Form describing the scope of services (the “Professional Services” for each Redemption Form), consulting resource category, quantity of Consulting Units required to be redeemed for, and any additional terms or specifics applicable to, the engagement. The consulting resource category may vary based on Client's requirements, which will impact the number of Consulting Units required for the scope of services. The Redemption Form will define the pool of Consulting Units of Professional Services that will be provided set forth therein.
 - c. Client will review and agree to the scope of Professional Services and quantity of Consulting Units to redeem by executing the Redemption Form and returning to UMH.
 - d. Scheduling will occur upon execution of the Redemption Form and is subject to UMH’s resource availability.



- e. Consulting Units can be redeemed for UMH Professional Services with a minimum scope of four (4) hours in duration.
- f. Consulting Units can only be redeemed for UMH's Consulting services. UMH has the sole discretion to determine where and when the Consulting Units can be redeemed. Consulting Units may not be redeemed or applied towards UMH Training or any other UMH products or services.
- g. Consulting Units must be redeemed within one (1) year from the date of purchase or they will be forfeited. Customer is solely responsible for redeeming Consulting Units prior to their expiration.
- h. Any unused, unexpired Consulting Units may be used during their one year term, and may be combined with additional Consulting Units purchases for future Consulting services

2. Consumption Rules

- 2.1. The parties agree that the following rules shall apply to the consumption of Consulting Units:
 - a. All resources assigned to deliver the Professional Services must be used in consecutive days or calendar weeks, as appropriate, during the Term defined in the Redemption Form. Unless otherwise agreed by the parties in writing, Professional Services will be performed Monday through Friday, between the hours of 8:00 am and 7:00 pm in the UMH consultant's local time zone. Consultants will work a forty (40) hour work week unless otherwise mutually agreed by the parties in writing. Work outside of the hours above, work on weekends or on UMH-recognized holidays must be pre-approved in writing by UMH.
 - b. Each actual hour worked (on-site or Remotely) by a UMH consultant shall be consumed at the equivalent rate from the pool of Consulting Units; however any hours worked outside of UMH's standard business hours, on weekends or UMH-recognized holidays (as pre-approved by Customer and UMH) shall be consumed at double the Consulting Unit redemption rate.
 - c. The Term of the Redemption Form shall not exceed twelve (12) months.
 - d. Client will inform UMH in writing of cancellation or postponement of a scheduled UMH consultant at least five (5) working days before the consultant is to begin providing Professional Services. If less than five (5) working days' notice is provided, UMH reserves the right to claim the assigned number of Consulting Units as agreed for the subsequent five (5) working days of delivery.
- 2.2. Location. UMH's Professional Services will be performed at the Client site located at the "Ship-to" address shown in the Redemption Form or a remote location ("Remote" or "Remotely"). If applicable, any documentation may be completed Remotely at UMH's discretion.
- 2.3. Multiple Personnel. UMH may, at its sole discretion, choose to engage different consulting personnel for different portions of the Professional Services.



3. Client Responsibilities and Assumptions

- 3.1. With respect to each Redemption Form, Client will provide the following:
 - a. Timely access to reasonably requested accurate and complete information relative to the Professional Services.
 - b. Communication in writing of requirements, expectations and/or objectives.
 - c. Communication in writing of any desired changes in the scope of the Professional Services.
 - d. Adequate workspace, network connectivity and telephone, and internet access. VPN access to UMH's internal network from the UMH consultant's laptop is required in order to provide the Professional Services to the Client.
 - e. Client shall be responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of any stored data.
 - f. Client is responsible for ensuring that it has appropriate backup, security and virus-checking procedures in place for any computer facilities Client provides or which may be affected by the Professional Services and that any such data remains retrievable speedily and economically.
 - g. Client is responsible for ensuring that (a) all software provided by Client in connection with the Professional Services is properly licensed to Client and to UMH as needed to perform the Performance Services and (b) Client has purchased the appropriate Subscriptions for UMH Software.
- 3.2. Should any assumption set out or referred to in this Appendix or a Redemption Form prove to be invalid or should it not be possible for Client to carry out any of the obligations thereunder, UMH will be entitled to equitable adjustments to the Redemption Form, Professional Services and/or Fees for the Professional Services, including charging Client additional Consulting Units using UMH's then applicable redemption rates for any resulting additional work or waiting time. This also applies for any delays and Client acknowledges and agrees that (i) it has received from UMH all the necessary information pertaining to the scope, the provision and performance of the Professional Services related to Client's intended use; and that (ii) Client has brought to UMH's attention all the complete and necessary information in order to allow UMH, as the case may be, to comply with its duty to warn and/or to advise Client, in connection with the provision and performance of the Professional Services, as well as their use by Client.

4. Change Control Procedure

- 4.1. The parties may modify a Redemption Form by mutual written agreement, provided a mutual written agreement is not required to reallocate the quantity of hours set forth in the Redemption Summary of a Redemption Form (i.e., a reallocation of the stated number of hours among the types of UMH Roles listed), provided such changes



do not exceed the total value of the Professional Services or number of Consulting Units as set forth in the Redemption Form.

5. Redemption Table

Role	Europe	North America	Middle and South America	Asia & Pacific
Project Engineer	1,5	1,8	1	2,65
Project Manager	2	2,4	1,29	2,65
Senior Project Manager	2,5	2,8	2	2,65
Junior Expert	2,25	2,9	1	2,25
Expert	2,75	3,6	1,21	3
Senior Expert	3	4,15	2	3
For Travel and Expenses, each unit converted will be equivalent to its sales price.				