

# Professional Services Terms

## 1. INTRODUCTION

These Professional Services Terms (“**PS Terms**”) set forth the additional terms and conditions under which IFS will provide professional services (the “**Services**”) to Customer unless Customer has signed separate terms governing professional services, in which case those terms will apply. It is acknowledged that in the prevailing master agreement (“**Master SaaS Agreement**”), Customer may be referred to as Client or its entity name, IFS may be referred to as Copperleaf, and Software may be referred to as Licensed Software. All terms not otherwise defined herein have the meanings given to them elsewhere in the Master SaaS Agreement.

## 2. TERM

Each SOW will remain in effect until the earliest of: (i) expiry on its own terms, (ii) completion of the Services authorized thereunder, or (iii) termination of it by either party pursuant to the Master SaaS Agreement.

## 3. PERFORMANCE OF SERVICES

- 3.1. Project Managers. Where a Project Manager is to be appointed, each party will designate a project manager whose duties will be to act as the liaison for communication between the Parties. Each Party may change its project manager at any time by written notice to the other Party.
- 3.2. Customer Facilities and Assistance. To the extent reasonably required by IFS, Customer will, at its own cost, make available to IFS certain of its facilities, computer resources, software programs, personnel and business information as will be required to perform any Services hereunder. Without limiting the generality of the foregoing, Customer will perform such additional responsibilities, if any, as may be specified in a SOW. If Customer fails to fulfill its responsibilities in a proper and timely manner and such failure is a direct cause of a delay in the performance of the Services or results in additional cost to IFS, then, in accordance with any committed change procedure (in the absence of which, IFS standard change procedure), IFS may charge the Customer for such additional costs and will be entitled to rescope the Services, including applying any additional charges to account for such delay.
- 3.3. Changes in scope of Services. The Parties acknowledge that changes to any SOW may be required during the performance of Services engagements. Each Party shall without undue delay notify the other upon learning of any circumstance which may necessitate a change. Changes shall be agreed in accordance with the procedure agreed in the SOW (in the absence of which, IFS standard change procedure), noting the following:
  - a) Requests by Customer. Customer may request changes or modifications to the scope of the Services specified in a SOW subject to the following procedure: (a) Customer will advise IFS in writing of the desired change or modification, in such detail and with such additional information as IFS may reasonably request; and (b) IFS will notify Customer within a reasonable period of time of IFS’s estimate of the impact of the desired changes or modifications on the total cost of the Services, the time frame for completion and any further aspects that, in the opinion of IFS, are likely to be affected by the desired changes.
  - b) Requests by IFS. IFS may request changes or modifications to the scope of the Services specified in a SOW, including without limitation, if impacted by: (a) a delay caused by the act or failure to act of Customer, (b) causes beyond IFS’s reasonable control (including a force majeure), or (c) by design, programming, scheduling or technical problems not known to IFS at the time of signature of any SOW. IFS will advise Customer in writing of the required change or modification with IFS’s estimate of the impact of the desired changes or modifications on the total cost of the Services, the time frame for completion and any further aspects that, in the opinion of IFS, are likely to be affected by the changes. Additional information to be provided as Customer may reasonably request. This section does not alter either party’s rights regarding force majeure events.
- 3.4. Subcontracting. IFS may use subcontractors globally, to deliver the Services. IFS remains fully responsible for their performance and compliance with these Terms and the SOW, as if they were IFS’s own personnel. References to IFS or its employees include such subcontractors, but no subcontract creates any contractual relationship between Customer and a subcontractor..

## 4. PROPERTY RIGHTS

- 4.1. IFS Property. Without prejudice to any pre-existing intellectual property rights of Customer, IFS or its licensors retain all right, title, and interest in the Services and any deliverable(s) provided by IFS to Customer as part of Services under an SOW (“**Deliverables**”) and in all improvements, enhancements, modifications, or derivative works thereof including, without limitation, all patents and rights to patent, copyright, trade secret, and trademark (whether or not specifically recognized or perfected under the laws of the country where the Services are provided). The Services and Deliverables constitute and contain valuable proprietary services, products and trade secrets of IFS or its licensor, embodying substantial creative efforts and confidential information, know-how, technology, ideas and expressions that are protected by applicable intellectual property and other laws, and shall be considered confidential information.
- 4.2. License. Upon payment of fees due under an applicable SOW, IFS grants Customer a non-exclusive, limited right to access and use Deliverables for Customer’s internal business purposes only in conjunction with and according to the scope permitted for Customer’s use of the associated software.
- 4.3. Know-how. IFS may use in any way which it deems necessary or appropriate any ideas, concepts, know-how or techniques acquired, developed or used by IFS during the course of providing Services.

## 5. WARRANTIES

Limited Warranty. IFS warrants that all Services performed under these Terms will be performed in a workmanlike and professional manner with reasonable skill and care. In the event of a breach of this warranty, the sole remedy of Customer and the sole obligation of IFS will be to reperform the nonconforming Services in accordance with such standards. IFS will have no obligation to Customer for any claim under this section made more than thirty (30) days after the performance of the Services giving rise to the claim.

## 6. INDEMNITY

IFS will defend Customer from and against any Third-Party IP Claim that any Deliverable infringes that third-party’s Intellectual Property Rights, subject to all of the provisions applicable to Third-Party IP Claims as stated in the Master SaaS Agreement, or, where ‘Third-Party IP Claims’ has not been defined therein, subject to the terms of the intellectual property rights indemnity given by IFS in the Master SaaS Agreement.