

Professional Services Terms

1. INTRODUCTION

1.1 These Professional Services Terms set forth the terms and conditions under which IFS will provide professional services (the “**Services**”) to Customer. All SOW's will be governed by these Professional Services Terms and the relevant terms from the applicable master agreement between Customer and IFS (“**Master SaaS Agreement**”), unless Customer has signed separate terms governing Professional Services, in which case those terms will apply. It is acknowledged that in any Master SaaS Agreement, Customer may be referred to as Client or its entity name, and IFS may be referred to as Copperleaf. All terms not otherwise defined herein have the meanings given to them elsewhere in the Master SaaS Agreement.

2. TERM

2.1. Term of SOWs. 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 by either party pursuant to the Master SaaS Agreement.

3. SCOPE OF SERVICES

3.1. Services. IFS agrees to provide the Services outlined on the applicable SOW. Each SOW will be effective when executed by both parties. Each SOW will define specific Services to be provided to Customer, the Services schedule or term, the applicable pricing and other appropriate terms

3.2. Precedence. In the event of any conflict between these Professional Services Terms, an SOW, and the Master SaaS Agreement the order of precedence shall be as follows: (1) SOW; (2) Professional Services Terms; and in lowest priority (3) Master SaaS Agreement.

3.3. Effect of Professional Services Terms and SOWs. These Professional Services Terms are not committing or obligating Customer or IFS to purchase or provide Services. No work or charges are or will be authorized by Customer, nor Services required to be performed by IFS, unless and until a SOW is executed by both parties.

4. PERFORMANCE OF SERVICES

4.1. Project Managers. Where a Project Manager is appointed for IFS in a SOW, each party will designate a project manager whose duties will be to act as the liaison for communications between the parties. Each party may change its project manager at any time by written notice to the other party.

4.2. 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 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.

4.3. Schedule. IFS will commence the Services on or before the date specified in the applicable SOW. Any dates specified in a SOW are the reasonable estimates of IFS for the time required to complete the Services based on the information available to IFS at the time of signing the SOW. A delay caused by the act or failure to act of Customer may result in a change of scope of Services.

4.4. 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 a signed change request/order and such change may impact deliverables, fees, charges, and time schedules etc. Any changes or modifications to the scope of Services in any SOW will be implemented only by the change process indicated below.

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.

4.5. Subcontracting. IFS has the right to use third parties in performance of its obligations and the Services hereunder and, for the purposes of these Professional Services Terms, all references to IFS or its employees will be deemed to include such third parties. Notwithstanding the entering into of any subcontract by IFS, IFS shall not be relieved of any of its liabilities and responsibilities hereunder and shall remain fully liable for the performance of the Services, and no such subcontract shall create any contractual relationship between any subcontractor and Customer.

4.6. Acceptance. Delivery of Deliverables under the applicable SoW is deemed completed and accepted, and the risk therein shall pass to Customer (a) when it has been performed or delivered or otherwise has been made accessible in the agreed manner or (b) where acceptance testing is expressly agreed to apply under the applicable SoW, when the Deliverable(s) in all material aspects meet the applicable agreed acceptance criteria.

5. PRICE AND PAYMENT

5.1. Prices of Services. The Services provided by IFS will be at the pricing specified in the applicable SOW. In the event a SOW does not reference any fixed rates, such Services will be performed at IFS's then-current standard time and material rates and charges. Applicable fee rates may be subject to annual increase per IFS standard practice.

5.2. Estimates. To the extent that any SOW contains estimates of pricing or IFS otherwise provides a pricing estimate to Customer, Customer acknowledges that such estimated prices are based on the information available to IFS at the time of providing such estimate and Customer will be billed for actual hours/days used.

5.3. Expenses. Unless otherwise specified in a SOW, if personnel of IFS are required to provide Services at locations other than at the premises of IFS, Customer will reimburse IFS for all reasonable travel, food, lodging and other out-of-pocket expenses incurred in performance of a given SOW. IFS will submit to Customer invoices and supporting documentation acceptable to Customer, acting reasonably, for such expenses.

5.4. Invoicing. IFS will submit invoices for charges and expenses hereunder on a monthly basis, or as otherwise specified in a SOW, and Customer will make payment of each invoice in accordance with the payment terms of the agreement between Customer and IFS.

6. PROPERTY RIGHTS

6.1. IFS Property. Without prejudice to any pre-existing intellectual property rights of Customer, IFS or its licensor retains all right, title, and interest in the Services and 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.

6.2. License. Upon payment of fees due under an applicable SoW, IFS grant Customer a non-exclusive, limited right to access and use deliverables provided as part of the Services for Customer's internal business purposes only in conjunction with and according to the scope permitted for Customer's use of the associated licensed software.

6.3. 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.

7. WARRANTIES

7.1. Limited Warranty. IFS warrants that all Services performed under these Professional Services 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 7.1 made more than thirty (30) days after the performance of the Services giving rise to the claim.

8. TERMINATION

8.1. Obligations on Termination. Upon termination or expiry of any SOW:

- a) IFS will cease performance of Services in progress; and
- b) Customer will pay all sums owing to IFS for the Services performed prior to the termination or expiration date and reasonable wind-down costs.

9. INDEMNITY

9.1. IFS will defend Customer from and against any claim of a third party that any deliverable provided by IFS to Customer as part of Services under an SOW ("Deliverable") infringes any of the third party's registered patents, copyrights, or trademarks ("Deliverable IP Claim") and will indemnify Customer against any damages, attorney fees and costs finally awarded against Customer, or amounts paid by Customer in settlement of such Deliverable IP Claim, together with any reasonable and verifiable costs and expenses incurred by Customer in the defense or settlement thereof (such costs and expenses to be approved in advance by IFS acting reasonably) provided Customer: (a) provides IFS prompt written notice of the claim; (b) gives IFS full control of the defense and settlement of the claim; (c) provides IFS with all reasonable assistance in connection with said defense or settlement; and (d) does not admit liability in connection with such Deliverable IP Claim. If there is a Deliverable IP Claim or if IFS otherwise deems that there is a reasonable risk of such claim, IFS may, at its option and expense, elect to (i) procure for Customer the right to continue using the relevant portion of the Deliverable or (ii) replace or modify such portion so that it no longer infringes the alleged proprietary right, but without prejudicing its functionality. The above defense and indemnity does not apply to any Deliverable IP Claim to the extent such arises: (1) from any unauthorized use or any modification of the applicable Deliverable by Customer; (2) as a result of a Deliverable created under Customer instructions or (3) as a consequence of use in combination with (a) any software based on any code or design specifications or instructions provided by Customer; (b) any software, data or business methods not provided by IFS; or (c) any third-party software, if the infringement would not have occurred without such combined use; (3) use of the Deliverable in an application or environment for which it was not designed or contemplated. This sets forth Customer's sole remedy with respect to any Deliverable IP Claim

End of Professional Services Terms