

Professional Services Terms – Day to Day Services

1. Applicable Terms

- 1.1 These Professional Services Terms shall be used and applicable for Day to Day Services only.
- 1.2 These terms shall apply to Day to Day Services except: (i) if the Customer is a party to an agreement with IFS from 2022 onwards which is based on IFS' terms (excluding customer originating terms and terms from IFS acquired companies), and (ii) the agreement includes terms governing consulting or professional services, (together "Existing Consulting Agreement"). In this case the terms of the Existing Consulting Agreement will govern the Services except as specifically described in section 12 (Alternative Terms) of these Professional Services terms.

2. Definitions

"IFS" refers to the entity Customer contracts with for the provision of software and support unless another entity is specified on the Service Confirmation.

"Confirm or Confirmed" means the process by which a Service Confirmation is accepted by Customer as described in section 3.2 below.

"Customer" refers to the party receiving services under these terms and will be the same entity that contracts with IFS for the provision of software and support unless another entity is specified on the Service Confirmation.

"Services" means the professional services agreed in the Service Confirmation (as defined below), including but not limited to consultancy, technical support, configuration, implementation, and training.

"Service Confirmation" refers to the online confirmation process whereby Customer confirms its request to receive, and its agreement to pay for Services. A Services Confirmation will include Services scope, price and duration.

"Service Request" refers to the process by which the Customer raises a request for services in the IFS Customer Portal.

3. Scope of Engagement

- 3.1 These terms govern the provision of Services as detailed in the Service Confirmation. Each Service Confirmation which is Confirmed by Customer shall constitute a separate contract governed by these terms. No minimum volume of services is guaranteed or implied.
- 3.2 The process for Confirming a Service Confirmation is: (a) Customer initiates a Service Request; (b) IFS receives Service Request and evaluates the request (c) if IFS can offer Services it will provide a Service Confirmation which may vary the initial Service Request (d) If Customer wishes to proceed Customer must confirm its approval of the Service Confirmation and its acceptance of these Professional Services Terms. Only when Customer clicks on "I accept" hyperlink where indicated in the Service Confirmation and sends the email generated without any comments or changes will Services be provided. **BY DOING SO YOU CONFIRM THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS.**
- 3.3 The Services provided under a Service Confirmation will be delivered as resource services or time and material as indicated on the Service Confirmation. If resource services, Customer will be responsible for assigning tasks to personnel made available by IFS under a Service Confirmation and will be solely responsible for such assignment and there will be no specified deliverables and no commitment or assurance of any specific result, however IFS will retain overall control of and responsibility for its personnel, including allocation of work, working hours, and employer decisions. If time and materials, IFS will provide the Services on a time and expense basis within normal working days/hours in the applicable country no out of hours will be provided unless explicitly agreed in the Service Confirmation including out of hours rates.

4. Fees and Payment

- 4.1 Fees are set out in the Service Confirmation and are payable in arrears. Fee rates set out in a Service Confirmation may be subject to increases annually as specified by IFS in the Service Confirmation. In addition to the fees, Customer shall reimburse IFS for all reasonable out-of-pocket expenses incurred by IFS in connection with the performance of Services, including expenses for meals, lodging and travel, and pay compensation for travel time based on IFS' price list, due as invoiced in arrears.
- 4.2 Price indications or estimates made by IFS shall not be deemed to be a fixed or maximum price, Services will be invoiced based days performed, and the Customer understands and agrees that the actual fees may be higher or lower than indications or estimates stated.
- 4.3 All fees shall be paid without deduction or set off 30 days from the date of IFS' invoice. It is agreed that invoices will be sent electronically.

4.4 The fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, GST, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes applicable at the time and associated with its purchases hereunder.

4.5 IFS will calculate applicable Taxes based on the Customer address specified in the relevant Service Confirmation. Customer will be responsible for self-assessing and paying any additional Taxes arising from its use of the Services at a different address and will provide IFS with proof of payment of such additional Taxes on request.

4.6 For overdue fees, a late payment fee will accrue at the lesser of one (1) percent of the outstanding balance per month, or the maximum rate permitted by applicable law. If any fees owing are overdue, IFS may, without limiting its other rights and remedies, suspend its performance of the Services until such amounts are paid in full.

5. Performance of Services

5.1 IFS will provide the Services with reasonable skill and care and in accordance with applicable professional standards. IFS will assign suitably qualified personnel, subcontractors, or affiliates to deliver the Services. Any timeline or milestone is indicative only unless explicitly agreed as binding in the Service Confirmation.

5.2 Services will be deemed completed and accepted, and the risk therein shall pass to Customer when it has been performed or delivered or otherwise has been made accessible in the agreed manner.

5.3 IFS and Customer will each use commercially reasonable efforts to perform their respective responsibilities in accordance with any agreed time schedules.

5.4 Customer understands that any re-planning/changes caused or requested by Customer and rendering IFS not being able to appropriately utilize the affected resources for alternative chargeable work (having used commercially reasonable efforts to reallocate such affected resources), may be subject to separate reasonable charges.

5.4 The Parties will cooperate and consult with each other during any Services, and each recognizes that the due and timely performance thereof depends upon the continuing co-operation and goodwill, and the commitment, effort, and allocation of qualified, competent and relevant personnel, skills and resources from both parties.

5.5 The Customer will provide access to necessary personnel, systems, information, and premises as reasonably required for the delivery of the Services.

6. Confidentiality

6.1. The Parties may share and access confidential information (meaning information which is marked or identified as confidential or which I would be reasonable to consider to be confidential) of the other party (and/or any of its Affiliates). The party receiving confidential information agrees (a) to hold such information in confidence; (b) to use such confidential information solely for the purposes of the Services; and (c) not to disclose any such Confidential Information to anyone except its employees, Affiliates, contractors and other professional advisors who need to know the confidential information in connection with the Services and who are subject to obligations of confidentiality no less stringent than those herein.

6.2 Confidential information does not include information which the receiving party can show: (i) is, or becomes, available within the public domain without breach of any obligation owed to the other party; (ii) is already known to the receiving party without obligation of confidence; (iii) is independently developed or acquired by receiving party without any breach of these terms; or (iv) is received by Receiving Party from a third party without restriction on its disclosure or use.

6.3 The Parties' obligations relating to confidential information shall continue for the duration of the Services and until the later of (i) five (5) years thereafter; or (ii) with respect to any confidential information that constitutes a trade secret, including without limitation IFS software and roadmap information, when such confidential information no longer qualifies as a trade secret under applicable law.

6.4 The receiving party may disclose confidential information of the disclosing party to the extent compelled to do so by law, provided the receiving party gives the disclosing party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6.5 Damages may not be an adequate remedy for breach of the obligations of confidentiality. In addition to any other remedies that may be available at law, disclosing party may seek such injunctive relief, specific performance or other remedy as may be deemed proper by a court or administrative authority of competent jurisdiction.

7. Intellectual Property

7.1 All pre-existing intellectual property shall remain the property of the original owner.

7.2 IFS or its licensor retains all right, title, and interest in the Services and any 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 or deliverables are provided).

7.3 Upon payment of fees due under an applicable Service Confirmation, IFS grant Customer a non-exclusive, limited right to access and use any deliverables provided as part of any Services for Customer's internal business purposes only in conjunction with and for such time that the Customer is authorized to use IFS software and subject always to any separate license terms or terms of use applicable to Customer's use of any IFS products and services, which terms always shall take precedence.

8. Liability

8.1 Neither party excludes or limits its liability for (a) fraud or fraudulent misrepresentation (b) death or personal injury caused by the negligence or willful default of that Party or (c) any other liability which cannot be excluded by law.

8.2 Neither party shall be liable for any indirect, consequential, or special damages, for any loss of profits, anticipated savings, or loss or corruption of data, howsoever arising.

8.3 IFS' total liability under each Service Confirmation shall not exceed the fees paid by the Customer under that specific Service Confirmation.

9. Term and Termination

9.1 These terms take effect upon Client's acceptance of a Service Confirmation and continue for the duration specified therein.

9.2 Either party may terminate the Services under a Service Confirmation with immediate effect if the other commits a material breach which is not remedied within thirty (30) days of written notice, the other party becomes insolvent or otherwise unable to pay its debts, or the other party becomes subject to sanctions.

9.3 If a Service Confirmation is terminated, the Customer will pay for all Services provided up to the termination date.

10. Governing Law and Jurisdiction

10.1 These terms and the Service Confirmation shall be governed by and construed in accordance with the laws of the country set out in the table in section 10.4 below.

10.2 Any dispute, controversy or claim arising in connection with the Services, or the breach, termination or invalidity thereof, can only be settled in accordance with the following sequence of dispute resolution procedures:

- (a) the matter will first be referred to the parties' day to day relationship managers, which shall include the IFS regional office management. If such parties are unable to resolve their issues after reasonable effort, senior officers of the parties (or their delegates) shall meet to attempt to resolve their issues based upon advance written submissions to each other;
- (b) if the senior officers (or their delegates) are unable to resolve their issues, the parties shall, if it is mutually agreed that it would be meaningful, submit to mediation, the seat, rules and location of such mediation being as set forth in section below; and
- (c) thereafter, any remaining unsettled issues shall be finally resolved by arbitration, the seat, rules and location of such arbitration being as set out in the table in section 10.4 below. The arbitral tribunal shall be composed of three arbitrators. The language to be used in the arbitral proceedings shall be in the language stated below unless another language is agreed by the disputing parties. The proceedings and the documents emanating therefrom, including the arbitration award, shall, to the extent permitted by applicable law or order, be kept confidential.

10.3 Notwithstanding the foregoing, no provision hereof shall limit the right of a party to obtain such injunctive relief, specific performance or other remedy as may be deemed proper by a court and/or administrative authority of competent jurisdiction before, after or concurrent with mediation, arbitration or other proceeding. Moreover, IFS may bring action before any court and/or administrative authority of competent jurisdiction relating to any claims for payment of accrued fees or charges.

The table below sets out the laws and jurisdictions as referred to above:

FOR IFS ENTITIES INCORPORATED IN NORTH OR SOUTH AMERICA

If IFS entity is incorporated in:	Governing Law	Seat of Mediation/Arbitration	Rules of Mediation/Arbitration	Location of Mediation/Arbitration	Language
North America	Illinois	Chicago, Illinois	Commercial Rules of the American Arbitration Association	Chicago, Illinois	English
Canada	Province of Ontario and the laws of Canada	Ottawa, Ontario	Arbitration Rules of the ADR Institute of Canada, Inc	Ottawa, Ontario	English
Any South American countries	Brazil	Market Arbitration Chamber	Market Chamber Rules	São Paulo	English

If IFS entity is incorporated in:	Governing Law	Seat of Mediation/Arbitration	Rules of Mediation/Arbitration	Location of Mediation/Arbitration	Language
Australia and New Zealand	New South Wales	Arbitration or Mediation via the Australian Centre for International Commercial Arbitration (ACICA)	ACICA Rules 2016	Sydney	English
Japan	Japan	International Chamber of Commerce (ICC)	ICC 2017 Rules of Arbitration or 2014 Rules of Mediation	Tokyo	English
Any Middle East countries, including Pakistan, Egypt and Libya	Dubai International Financial Centre	Dubai International Arbitration Centre (DIAC)	International Chamber of Commerce (ICC) Mediation Rules / Rules of Arbitration of the International Chamber of Commerce	Dubai	English
Any African countries, excluding Egypt and Libya	South Africa	Private Arbitration or Mediation if agreed, failing which, the Arbitration Foundation of Southern Africa (AFSA)	Per private arbitration/mediation if agreed, or AFSA Domestic Arbitration Commercial Rules	Johannesburg	English
Any ASEAN countries, including India, Sri Lanka and Bangladesh	Singapore	Singapore International Arbitration Centre (SIAC)	SIAC Rules	Singapore	English

FOR IFS ENTITIES INCORPORATED IN EUROPE

If IFS entity is incorporated in:	Governing Law	Seat of Mediation/Arbitration	Rules of Mediation/Arbitration	Location of Mediation/Arbitration	Language
Any country in the Nordics	Sweden	Stockholm, Sweden	Stockholm, Sweden	Stockholm, Sweden	English
United Kingdom and Ireland Plus All British Overseas Territories And Crown Dependencies	England	London, England	CEDR Model Mediation Procedure (mediation) or LCIA Rules (arbitration)	London, England	English
France	France	Paris, France	Chambre de Commerce Internationale CCI	Paris	English
Germany, Austria and Switzerland	Germany	Munich, Germany	Europäisches Institut für Conflict Management e.V. (EUCON)	Erlangen	English
Netherlands, Luxembourg and Belgium	The Netherlands	Amsterdam, Netherlands	International Court of Arbitration of the International Chamber of Commerce	Eindhoven	English
Italy	Italy	Milan, Italy	Rules of the Milan Chamber of Arbitration	Milan, Italy	English
Spain and Portugal	Spain	Court of Arbitration of the Official Chamber of Commerce, Industry and Services of Madrid	("Law Arbitration") – Arbitration Rules in force on the date of submission of the request for arbitration	Madrid, Spain	English
Poland, Eastern Europe and Baltic States (excluding Russia and Belarus)	Poland	Seat of Mediation/Arbitration – The Court of Arbitration at the Polish Chamber of Commerce	Rules of The Court of Arbitration At The Polish Chamber Of Commerce In Warsaw	Warsaw, Poland	Polish

11. General

- 11.1 These terms, along with the Service Confirmation, constitute the entire agreement and supersede all prior oral or written discussions regarding the subject matter.
- 11.2 Any variation to these terms must be in writing and agreed by both parties. Service Confirmations may be varied by a subsequent Service Confirmation.
- 11.3 The Customer may not assign or transfer any rights under these terms or any Service Confirmation without prior written consent of IFS.
- 11.4 Each party shall comply fully with all applicable sanctions, export and re-export control laws and regulations, including those of the EU, US, UK and Sweden.
- 11.5 Neither party shall be responsible or liable for delays, business interruption, or failure of performance (except obligations to pay) to the extent resulting from causes that are beyond the reasonable control of such Party, including but not limited to governmental action, acts of terrorism, acts of God e.g. fire, flood, earthquake, epidemic and other natural disasters, and any case of force majeure or fortuitous event as defined by the law governing the Agreement ("Force Majeure Event"). A party experiencing such Force Majeure Event shall notify the other party as soon as possible under the circumstances and take commercially reasonable steps to mitigate the effect of the Force Majeure Event.

12. Alternative Terms

- 12.1 The Customer understands that the following sections of these Professional Services Terms will apply to the Services in place of other terms in the Existing Consulting Agreement which may conflict: (a) section 2 (Definitions), (b) section 3 Scope of Engagement, (c) section 4 (Fees and Payment), section 5.2 (Performance of Services), and section 8 (Liability).