

**PROFESSIONAL SERVICES SCHEDULE
BETWEEN
INNOVATIVE SYSTEMS, INC. AND CLIENT**

CONFIDENTIAL INFORMATION

GENERAL PROVISIONS

Professional Services to be provided by Innovative Systems, Inc. ("Innovative") to Client as described in this Professional Services Schedule ("Schedule") shall be subject to and governed by the Innovative General Terms (version as indicated on applicable Order Form) ("General Terms"), both accessible at the following link: <https://www.innovativesystems.com/innovative-terms-of-business>. Innovative recommends that Client print out the General Terms and this Schedule for its records. In the event that Client is unable to print a copy of the General Terms or Schedule for its records, Innovative can provide a hard copy for the Client. This Schedule will set forth the structure and other details of certain Professional Services engagements, and will be incorporated herein and made a part of this Agreement.

In this Schedule, "Client" and "Innovative" (collectively the "Parties" and each a "Party") refer to the entities identified in the applicable Order Form. Each Party may enter into Order Forms which are governed by the General Terms and applicable Schedule. If there is any conflict among the Agreements (as defined below), the descending order of precedence will be (unless expressly stated otherwise) the Order Form(s), Schedule(s), and General Terms. This Schedule applies exclusively to specific systems or services and these terms and conditions are deemed applicable only where the Client executes an Order Form in respect of such service. For avoidance of doubt, where a specific service is indicated on an applicable Order Form the applicable Schedule shall apply: (a) for Hosted Services, the Hosted Services Schedule shall apply; (b) for Software, the Software Schedule shall apply; (c) for Data Quality, the Data Quality Schedule shall apply; (d) for Professional Services, the Professional Services Schedule shall apply; and (e) for other functionality, the applicable Schedule shall apply in each case in addition to these General Terms.

This Schedule is to provide a framework for certain Professional Services engagements. The details of the Professional Services engagements shall be attached to this Schedule and the Agreement in the form of an Order Form, Change Order, or a separate Statement of Work.

- 1. ADDITIONAL DEFINITIONS.** As used in this Schedule and the Agreement, the following terms shall have the meanings set forth below:

"Daily Rate" means either Innovative's then-current daily consultancy rate or a daily consulting rate as specified on the applicable Order Form, Change Order, or Statement of Work for the particular Professional Services engagement.

- 2. PROFESSIONAL SERVICES.** The scope of the Professional Services engagement is as described in the attached Order Form, Change Order, or Statement of Work.
- 3. REMOTE AND ON-SITE WORK.** All Professional Services are assumed to be provided remotely by our

Professional Services group from one of Innovative's regional offices. The Parties shall mutually agree in writing if on-site work is in scope for a Professional Services engagement. If any travel is required to support the Professional Services engagement, Client shall pre-approve such travel and living expenses, all travel and living expenses will be billed at cost and shall be paid by the Client unless explicitly stated in the Order Form, Change Order, or Statement of Work.

4. BILLING, FEES, AND PAYMENT SCHEDULE.

- 4.1.** Payment Schedule for "Fixed Fee" Professional Services engagements and/or Time & Materials Professional Services engagements shall be as provided for in the General Terms.
- 4.2.** Innovative will invoice as described above and payment for Fees and any related expenses shall be due by Client as provided in the General Terms.
- 4.3.** For avoidance of doubt, all Professional Services Fees are exclusive of any taxes (sales tax, VAT, etc.), third party subscription fees, withholding tax, exchange fees, costs and duties. Please see Agreement for more detail.

- 5. INDEPENDENT CONTRACTORS.** The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Innovative is acting as an independent contractor with respect to all matters arising out of its performance under this Agreement, and neither Innovative nor any of its employees will be considered as employees, agents, partners or joint ventures with or for Client.

- 6. CONFIDENTIAL INFORMATION.** The Parties agree to treat all information gained as a result of providing Professional Services as proprietary and confidential to the other Party, as provided for in the General Terms.

7. WARRANTY AND DISCLAIMER.

- 7.1.** Each party represents and warrants to the other party that:
- 7.1.1.** The Party has the requisite corporate power and authority to enter into this Schedule and to carry out the transactions contemplated by this Schedule;
- 7.1.2.** The execution, delivery and performance of this Schedule and the consummation of the transactions contemplated by this Schedule have been duly authorized by the requisite corporate action on the part of such party;
- 7.1.3.** The execution, delivery and performance of this Schedule and the consummation of this Schedule shall not constitute a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default.

- 7.2. Innovative represents and warrants that all Professional Services it renders pursuant to this Schedule shall be performed in a professional and workmanlike manner and by personnel reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
- 7.3. Client warrants that it has the right to possess, disclose, and transmit any Records, Client Sources, and other information delivered to Innovative for the purpose of Innovative performing Professional Services under this Agreement. Client represents and warrants that it has received all necessary approvals and consents to provide access to such Client Source and/or Records to Innovative and does so in compliance with applicable law and regulation.
- 7.4. EXCEPT AS PROVIDED IN SECTION 7 OR ELSEWHERE IN THE AGREEMENT, INNOVATIVE MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED REGARDING MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. INNOVATIVE DOES NOT REPRESENT OR WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED, OR ERROR-FREE. Innovative does not guarantee or warrant the security of any information provided by Client to Innovative via email.
- 7.5. Innovative is not liable for errors, damage to the data transmission's quality or other problems originating in the Internet or arising from the Client's software or hardware, for which Innovative is not responsible and which complicate or prevent the Professional Services.
- 7.6. The Parties agree that the actual time required to complete the Professional Services work depends upon both Parties completing specified work items and the Client providing timely responses to decision points, requests for data and related items. As a result, Innovative does not provide any warranty or guarantee that a Professional Services engagement will be completed on a certain date.
8. **OWNERSHIP OF MATERIALS.** Innovative agrees that all Records and Client Sources under this Agreement or furnished by Client to Innovative as part of Professional Services shall be and remain the property of Client. Client agrees that the System and/or Hosted Services and any related Documentation shall remain the property of Innovative. For avoidance of doubt, Innovative does not transfer any right, title, or interest in the Systems, Hosted Services, and/or Documentation pursuant to any Professional Services work performed under this Schedule and retains all Intellectual Property Rights therein.
9. **THIRD PARTIES.** As provided in the General Terms, Innovative may employ third parties (in particular its Affiliates) to perform its Professional Service obligations under this Schedule.
10. **TERM.** The Initial Term of this Schedule is for the duration of the Professional Services work described on the applicable Order Form, Change Order or Statement of Work commencing on the effective date for such work. Innovative and Client may extend the terms of this Schedule to cover additional projects by the execution of a new Order Forms, Change Orders, or

statements of work. Innovative and Client may adopt this Schedule for the duration of the Agreement if the Parties agree to do so in an Order Form.

11. **COMPLIANCE WITH LOCAL LAW.** Client agrees, at its own expense, promptly to take such steps and execute such documents as may be required to satisfy any law or requirements in Client's country with respect to registering, declaring, filing, recording or otherwise rendering this Agreement valid, including, but not limited to, if agreed, securing valid entry and exit visas for Innovative, its employees or agents with respect to Innovative's services under this Agreement or which may be necessary to protect Innovative's rights and Client's rights under this Agreement or as may be necessary to remit any fees due to Innovative.