

**1. PROVISION OF PROFESSIONAL SERVICES AND INTERPRETATION.** Supplier shall provide to Customer, and this Exhibit shall govern, any professional services described in more detail in a Statement of Work ('SOW'), Scope of Supply, or Cover Page (the "Professional Services"). If a SOW conflicts with this Agreement, this Agreement shall control.

**2. PRICE AND PAYMENT FOR PROFESSIONAL SERVICES.** Customer agrees to pay Supplier the charges for the Professional Services set out in a SOW, Cover Page or Scope and Supply and in accordance with the agreed upon payment terms. If a price is specified in a SOW or elsewhere to be an estimate, it is not warranted by Supplier, and it represents Supplier's reasonable efforts, based on information made available, to estimate the cost of Professional Services. If Supplier performs Professional Services at a place other than Supplier's premises, then Customer shall pay or reimburse Supplier for all travel, lodging, meals, and other reasonable out of pocket expenses incurred by Supplier. Unless otherwise specified, Supplier's consulting rates pertain to eight-hour days. Whenever a Supplier charge is based on Supplier's cost (such as pass-through expenses), Supplier will provide Customer, if requested, documentation sufficient to substantiate that charge. A management charge will be added to the pass-through expense amount as set out in a SOW at Supplier's then-current rates.

**3. CUSTOMER OBLIGATIONS.** Customer shall assist Supplier in the performance of the Professional Services and shall make available, upon request, all access, workspaces at Customer facilities, storage space, Hardware, Software, documentation, data and information as applicable and reasonably required by Supplier. Customer shall identify and make available to Supplier Customer employees to whom Supplier may deliver data or information to in the provision of the Professional Services, and such personnel shall be familiar with Customer's requirements and have the expertise and capabilities necessary to so assist Supplier. Supplier will not be responsible for any loss, damage, or inconvenience arising from any deficiencies in Customer data. Unless otherwise agreed to, any data provided by Customer shall remain the property and responsibility of Customer, and this Exhibit shall not grant Supplier rights in that data except for the right to hold and use that data as required for Supplier's performance of the Professional Services.

**4. CHANGES.** Either Party may request changes to the Professional Services in writing. Within a reasonable time, but not more than thirty (30) days after receiving a request, the receiving Party will accept or reject the change request. While the Parties are discussing any requested changes, each Party shall continue to perform in accordance with the existing terms of this Agreement and any SOWs. A change shall only be effective if agreed to in writing by both Parties.

**5. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.** The allocation of ownership of and Intellectual Property Rights in Intellectual Property created in association with Professional Services shall be as follows:

- a) For Intellectual Property created by Customer, ownership and the Intellectual Property Rights shall belong to Customer;
- b) For Intellectual Property created by Supplier, ownership and the Intellectual Property Rights shall belong to Supplier;

- c) For Intellectual Property created jointly by Supplier and by Customer or either of their respective directors, employees, representatives, contractors, or agents, ownership and the Intellectual Property Rights shall belong to Supplier and Supplier will grant to Customer, upon payment of all amounts due to Supplier hereunder, a perpetual license to use the same for Customer's internal business purposes; and
- d) For Intellectual Property owned by or licensed to a Party or its Affiliates prior to this Agreement, the Intellectual Property shall remain the sole property of that Party or its respective Affiliates or licensors.

**6. PROFESSIONAL SERVICES WARRANTY.** Supplier warrants that the Professional Services will be performed with reasonable skill and care and by qualified persons authorized by Supplier to perform the Professional Services. For any breach of this warranty or failure by Supplier to perform Professional Services as required by a SOW (a 'Claim'), Customer's sole and exclusive remedy, and Supplier's entire obligations hereunder and under the applicable SOW, shall be to perform or re perform the Professional Services that are the subject of the Claim, or reimburse Customer the amount paid by Customer (or in the case of amounts billed but not yet paid, provide Customer with a credit against charges under the applicable SOW) for the Professional Services that are the subject of the Claim. Customer must notify Supplier of any alleged failure to perform within 10 days after performance of the Professional Services. **THIS LIMITED WARRANTY STATES SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES FOR ANY PROFESSIONAL SERVICES WARRANTY CLAIM AND IS EXPRESSLY GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.**

**7. INDEPENDENT CONTRACTOR STATUS.** Supplier employees shall not be deemed employees or servants of Customer at any time, and Supplier is and shall remain an independent contractor for all purposes. Neither Party shall have any right to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other Party. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, or other form of business organization or agency relationship.