

## PROFESSIONAL SERVICES ADDENDUM

Updated: August 31, 2017

This Professional Services Addendum (“PSA”) supplements the terms and conditions of one or more license agreements (each, an “Agreement”) into which a client (“you”, or “your”) has entered with InfinityQS International, Inc. (“InfinityQS”) for licenses to one of its hosted services (each a “Hosted Solution”) or one of its on-premises software products (each a “Licensed Software Product”). These Agreements include the Master Subscription Agreement for the ENACT<sup>®</sup> Hosted Solution, located [here](#). The terms of this PSA are incorporated by reference in any Agreement between you and InfinityQS and in each Statement of Work into which the parties enter pursuant to this PSA. If there is a conflict between the terms and conditions of this PSA, the terms of an Agreement, or a Statement of Work, the precedence will be resolved in the following order: (1) the terms of the relevant Agreement, (2) the terms of this PSA, and (3) the terms of the applicable Statement of Work. The terms and conditions set forth in this PSA shall take precedence over any different or additional terms set forth in any purchase order you submit for Professional Services or any purchase order acknowledgment InfinityQS may issue.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated.
  - 1.1. “**Affiliate**” means any legal entity that directly or indirectly controls, is controlled by, or under common direct or indirect control with another entity, where “control” means the possession, directly or indirectly, of the power to direct or exercise a controlling influence over the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise. Such entity shall be deemed to be an “Affiliate” only so long as such relationship with the applicable party exists.
  - 1.2. “**Confidential Information**” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects that a party has designated as “Confidential,” “Proprietary” or some similar designation, or information the confidential or proprietary nature of which is reasonably apparent under the circumstances.
  - 1.3. “**Deliverable**” means any tangible or intangible materials or other items we provide to you while providing Professional Services.
  - 1.4. “**Professional Services**” means installation, system configuration, consulting, training or other similar services we provide in connection with your use of a Hosted Solution or a Licensed Software Product, in accordance with the terms and conditions of this PSA.
  - 1.5. “**Project**” means an engagement during which you retain us to provide Professional Services.
  - 1.6. “**Quotation**” means a cost proposal we submit to you for Professional Services.
  - 1.7. “**Services Fees**” means fees for the Professional Services we provide during a Project.
  - 1.8. “**Statement of Work**” or “**SOW**” means a document that describes the tasks and responsibilities of each party in relation to a Project.
  - 1.9. “**We**,” “**us**” or “**our**” means InfinityQS or one of its Affiliates, as applicable.
  - 1.10. “**You**” or “**your**” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
  - 1.11. “**Your Data**” means any electronic data or information you submit, use, process, or store on a Hosted Solution or in connection with a Licensed Software Product, as well as any reports or other materials you create using a Hosted Solution or a Licensed Software Product.
2. **Statement of Work.** From time to time, you may request that we provide certain Professional Services relating to your use of a Hosted Solution or Licensed Software Product. When the parties agree upon the Professional Services for a Project, we will submit an SOW that sets forth the estimated schedule for the Project and the associated tasks. The parties will negotiate and sign the SOW. After we receive a fully-signed SOW, we will issue a Quotation reflecting the fees for the tasks associated with the Project. Each SOW shall be effective upon your issuance of a purchase order against the applicable Quotation. Each SOW shall remain in effect until InfinityQS has completed all Professional Services described in the SOW and you have paid us all related fees and expenses. Each SOW shall incorporate this Agreement by reference and this Agreement shall govern all terms of each SOW both parties agree upon and sign. Nothing in an SOW shall be interpreted as an obligation by either party to limit or otherwise restrict the assignment of its personnel or to constitute an express or implied license to any patents, copyrights, trade secrets or other intellectual property right of either party.
3. **Fees and Payment.** In consideration of our provision of Professional Services under an SOW, you will pay InfinityQS the fees specified in our invoices for such Professional Services and the reimbursable expenses described below. In addition, you will pay for travel time spent by our personnel at a rate of 50% of the effective hourly rate for the applicable Project, up to a maximum of sixteen (16) hours per visit; except that, if our personnel provide Professional Services on-site at your facilities for five (5) consecutive business days, we will waive all charges for travel time. Unless otherwise specified in an SOW, we will provide Professional Services on a time and materials basis and will issue invoices to you on a monthly basis for the Professional Services provided during the preceding month. You shall pay each invoice within thirty (30) days of receipt of the invoice. You acknowledge and agree that, unless otherwise stated in the applicable SOW, the fees indicated in the Quotation or an SOW for Professional Services other than training constitute good faith estimates based on our understanding of your needs and environment as of the date of the Quotation, and that the actual fees charged may be higher or lower than the estimates reflected in the Quotation.
4. **Reimbursable Expenses.** You will reimburse InfinityQS for the actual and reasonable travel, lodging, and meal expenses incurred by our personnel in the course of providing Professional Services under an SOW, in accordance with the following guidelines

- 4.1. We will book all flight and hotel arrangements.
  - 4.2. Expenses are recharged at cost as incurred.
  - 4.3. We will, where possible, stay in accommodations you approve.
  - 4.4. You will reimburse us only for standard room type rates.
  - 4.5. Except where air travel exceeds 6 hours, all our personnel will travel by coach/standard class. For air travel exceeding 6 hours, our personnel will be permitted to fly in business class, with your consent.
  - 4.6. Reasonable taxi fares will be reimbursable.
  - 4.7. Cellular phone expenses are not reimbursable.
5. **Change Order.** Either party may propose by a written change order any changes, additions, deletions, or modifications to an SOW. If the parties agree any such change will affect the amounts due or the time of performance under such SOW, the parties shall negotiate in good faith a mutually acceptable appropriate adjustment; provided, however, that the parties agree that any changes to an SOW or the fees specified in the Quotation will not be effective unless the parties have agreed upon and signed a written change order specifying such changes.
6. **Assumptions.** The following procedures and assumptions will apply to all Professional Services provided under an SOW:
- 6.1. To the extent applicable, InfinityQS personnel who provide Professional Services for a Project will have the required security clearances.
  - 6.2. We will provide document Deliverables in formats you specify (for example, MS Word, MS PowerPoint, MS Project, etc.).
  - 6.3. You will review each submitted Deliverable within 10 working days of receipt. If you do not notify us of any deficiencies in a Deliverable before the end of such period, you will be deemed to have accepted that Deliverable.
  - 6.4. You will appoint a single point of contact (“**Project Manager**”) who will be responsible for your personnel involved in each Project and have the authority to make decisions on your behalf regarding the Project. Your Project Manager will provide the appropriate procedures, guidelines, standards, reference materials, and policies applicable to Professional Services provided on-site at one of your facilities. Your Project Manager will also schedule a kick-off meeting at a location and time where our staff will be introduced to your personnel involved in the Project.
  - 6.5. Your Project Manager will provide system access to our personnel on the day and time agreed upon by both parties. While providing Professional Services on your premises, our personnel will conduct themselves in accordance with your written company policies, standards, regulations, and rules of conduct that you provide to us before we begin the applicable Professional Services.
  - 6.6. Your Project Manager will provide our personnel access to your personnel (i.e. management, technical, subject matter experts, etc.) necessary to fulfil the requirements of the applicable SOW.
  - 6.7. YOU WILL COMPLETE ANY PRE-VISIT ACTIVITIES SPECIFIED IN THE APPLICABLE SOW BEFORE THE ARRIVAL OF INFINITYQS’ PERSONNEL. IF YOU FAIL TO COMPLETE THE PRE-VISIT ACTIVITIES SPECIFIED IN THE SOW BEFORE THE ARRIVAL OF OUR PERSONNEL AND YOUR FAILURE CAUSES INFINITYQS TO INCUR ADDITIONAL COST, WE RESERVE THE RIGHT TO CHARGE YOU FOR ALL ADDITIONAL REASONABLE COSTS RESULTING FROM SUCH FAILURE.
  - 6.8. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO PROVIDE ACCESS TO YOUR FACILITIES AND PERSONNEL OR TO PERFORM YOUR OBLIGATIONS UNDER AN SOW IN A TIMELY MANNER MAY RESULT IN DELAYS IN THE COMPLETION OF THE PROFESSIONAL SERVICES, OR PREVENT US FROM COMPLETING THE PROJECT. ANY SUCH FAILURE MAY RESULT IN FEES THAT ARE HIGHER THAN THE ESTIMATES INDICATED IN THE QUOTATION OR THE SOW. WE WILL GIVE YOU AN ESTIMATE OF THOSE ADDITIONAL FEES IN ADVANCE FOR YOUR WRITTEN APPROVAL, WHICH APPROVAL YOU WILL NOT UNREASONABLY WITHHOLD OR DELAY.
7. **Warranty; Disclaimer of Warranty.**
- 7.1. **Warranty.** InfinityQS warrants for thirty (30) days from its performance of Professional Services pursuant to this PSA (“**Warranty Period**”) that (a) InfinityQS shall perform such Professional Services in a professional and workmanlike manner consistent with industry standards for similar services, and (b) all Deliverables shall perform in all material respects in accordance with the specifications set forth in the applicable SOW. During the Warranty Period, you must report in writing to InfinityQS any breach of the warranty contained in this Section. If we cannot provide the Professional Services or Deliverables as warranted in this Section, within a reasonable time after receiving your notification of a deficiency, you may, as your sole and exclusive remedy for a breach of such warranty, terminate the applicable SOW and receive a refund of any fees paid for the nonconforming Professional Services or Deliverables.
  - 7.2. **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN SECTION 8.1, NEITHER PARTY PROVIDES ANY WARRANTIES TO THE OTHER, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION, QUIET ENJOYMENT AND NONINFRINGEMENT.
8. **License Grant.** Subject to the terms and conditions of this Agreement, including payment of all fees due and payable, we grant you a worldwide, nonexclusive, non-transferable, fully-paid license to use, install, display, perform, reproduce a reasonable number of copies of, and distribute internally any Deliverables we provide in the course of performing Professional Services under this Agreement, solely for your own internal business operations and solely in connection with your authorized use of a Hosted Solution or a Licensed Software Product.
9. **Ownership and Retention of Rights.** Except for the license granted under Section 8 of this PSA, InfinityQS retains ownership of and the right to use and apply in the performance of Professional Services for third parties, the templates, generalized knowledge, experience, skills, methods, techniques, and know-how of its personnel used in the performance of the Professional Services and the preparation of any Deliverables, as well all rights in any materials or other Deliverables we provide to you under this Agreement; except that, any of Your Data, your Confidential Information or your pre-existing materials that are included in any Deliverables shall remain your sole property.