

SUPPLEMENTAL TERMS – PROFESSIONAL SERVICES

Humanetics Innovative Solutions, Inc. (“Humanetics”)

Last Modified: December 13, 2024

These Supplemental Terms – Professional Services (“**ProServ Terms**”) are supplemental to and incorporated into the applicable Universal Customer Agreement (“UCA”) and other applicable Supplemental Terms which, together, form the entire Agreement (“**Agreement**”) between Humanetics and Customer. The terms set forth in these ProServ Terms apply solely with respect to Professional Services provided to Customer as set forth in applicable Supplemental Terms or an Order in accordance with the Order of Precedence set forth in Section 1.1 of the UCA. Unless otherwise set forth herein, capitalized terms in these ProServ Terms shall have the meanings defined in the UCA.

1. Services. Humanetics shall provide the Professional Services to Customer as described in the Statement of Work (“SOW”) (the “**Professional Services**”) in accordance with the Agreement.

2. Performance Dates. Humanetics shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only.

3. Customer's Obligations. Customer shall:

(a) cooperate with Humanetics in all matters relating to the Professional Services and provide such access to Customer's premises, systems and infrastructure, and such office accommodation and other facilities as may reasonably be requested by Humanetics, for the purposes of performing the Professional Services;

(b) respond promptly to any Humanetics request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Humanetics to perform Services in accordance with the requirements of the Agreement;

(c) provide such Customer materials or information as Humanetics may request to carry out the Professional Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and

(d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Professional Services before the date on which the Professional Services are to start.

4. Customer's Acts or Omissions. If Humanetics' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Humanetics shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Change Orders.

(a) If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other party in writing. Humanetics shall, within a reasonable time after such request, provide a written estimate to Customer of:

(i) the likely time required to implement the change;

(ii) any necessary variations to the fees and other charges for the Professional Services arising from the change;

(iii) the likely effect of the change on the Professional Services; and

(iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

(c) Notwithstanding Section 5(a) and Section 5(b), Humanetics may, from time to time change the Professional Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Professional Services, or the fees or any performance dates set forth in the Order Confirmation.

(d) Humanetics may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Order Confirmation.

6. Intellectual Property. All intellectual property rights, including but not limited to copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, any custom software in executable form only together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Humanetics in the course of performing the Professional Services, including any items identified as such in the SOW (collectively, the "**Deliverables**") except for any Confidential Information of Customer or Customer materials shall be owned exclusively by Humanetics. Humanetics hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free basis, solely to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Professional Services during the Term or as otherwise agreed by the parties in writing.

7. Representation and Warranty.

(a) Humanetics warrants to Customer that it shall perform the Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) Humanetics shall not be liable for a breach of the warranty set forth in Section 7(a) unless Customer gives written notice of the defective Services, reasonably described, to Humanetics within 10 days of the time when Customer discovers or ought to have discovered that the Professional Services were defective.

(c) Subject to Section 7(b), Humanetics shall, in its sole discretion, either:

(i) repair or re-perform such Services (or the defective part); or

(ii) credit or refund the price of such Services at the pro rata contract rate.