

PROFESSIONAL SERVICES TERMS AND CONDITIONS
Version 4.0 (Effective 1st June 2023)
Ardexa, Inc. (USA)

The Ardexa Professional Services Terms and Conditions Attachment (the “*Attachment*”) is an attachment to and is incorporated in, forms a part of and is subject to the agreement between Ardexa and Client which incorporates the Ardexa General Business Terms and Conditions and all other attachments (the “*Agreement*”), provided that this Attachment shall apply only if and to the extent Client purchases Professional Services under the Agreement. Terms used but not defined in this Attachment shall have those meanings given to them in the Agreement. This Attachment may be accepted by Client in any manner indicating Client’s agreement to be bound by them, including, by way of example, by executing an Order which indicates that one or more purchases contemplated therein are subject to the Standard Terms and/or this Attachment.

1. Performance of Professional Services.

- a. Ardexa agrees to perform all Professional Services detailed in mutually executed Statements of Work. Ardexa will exercise reasonable efforts to perform the Professional Services according to any schedules that are expressly required by the applicable Statement of Work and will provide all Deliverables required to be provided by such Statement of Work.
- b. Upon Client’s request from time to time, the Parties may negotiate additional Statements of Work. Each Statement of Work shall become effective when it has been signed by authorized representatives of both Parties.
- c. In the event of a conflict between the provisions of any Statement of Work and this Attachment, this Attachment shall govern unless the Statement of Work expressly identifies the relevant provision of this Attachment and expressly states the Parties’ intent to override that provision for purposes of the Statement of Work. Notwithstanding the foregoing, and notwithstanding any provision of the Standard Terms to the contrary, no provision of a Statement of Work shall supersede and govern over any conflicting provision within the Standard Terms unless the Statement of Work also expressly identifies the relevant provision of the Standard Terms and expressly states the Parties’ intent to override that provision for purposes of the Statement of Work.

2. Intellectual Property Rights

- a. **Client Data.** As between the Parties, Client shall retain title in Client Data, including title in all Intellectual Property Rights therein. Client hereby grants to Ardexa a limited, nonexclusive, non-sublicensable, non-transferable license to reproduce, modify, adapt, translate, distribute, perform, and display such Client Data solely for the purpose of performing the Professional Services.
- b. **Rights in Deliverables.**

- i. As between the Parties, Client agrees that Ardexa and its licensors are, and will remain, the sole and exclusive owners of any items, materials, or information provided by Ardexa pursuant to a Statement of Work (“Deliverables”) and to any technology developed pursuant to this Agreement or any SOW which is jointly created by the Parties or created by Client as a direct result of Client activities relating to this Agreement or a SOW hereunder, subject to Client’s continuing ownership of its rights in any Client Data that are incorporated within any Deliverables, and subject to the applicable licenses or other rights granted below.
 - ii. Ardexa grants to Client a limited, non-exclusive, royalty free, worldwide, non-transferable and fully paid license, without the right to sublicense, solely during the applicable Terms to use such Deliverables for its internal business purposes in connection with the Service Package solely as permitted by the Agreement.
3. **Support and Maintenance not included.** For avoidance of doubt, any support and maintenance with regard to Deliverables (including, without limitation, computer code) must be mutually agreed in a separate Statement of Work or other written agreement between the Parties. Except as expressly agreed in a separate Statement of Work or other written agreement, Client acknowledges that Ardexa has no obligation to provide any such support.
4. **Representations and Warranties.**
 - a. **Limited Warranty for Professional Services.** Client acknowledges that Ardexa’s policy is to perform all Professional Services in a professional and workmanlike manner in accordance with generally applicable industry standards. Accordingly, all Deliverables will substantially conform to express specifications stated on the applicable Statement of Work for a period of thirty (30) days following delivery. In the event that any Deliverable fails to meet the foregoing warranty, Ardexa will correct the relevant Deliverable in a timely manner, at no additional charge to Client, provided that Client waives any claim under this warranty if it fails to provide written notice of the relevant warranty breach within the applicable warranty period, and provided that Ardexa’s correction of the Deliverable that is the subject of the relevant warranty breach will constitute Client’s sole and exclusive remedy for the same. Subject to Ardexa’s duties under this paragraph, and further subject to any additional obligations imposed by a mutually executed Statement of Work; each Deliverable is considered accepted upon delivery.
5. **Client’s Duties and Responsibilities**
 - a. **Data and Information.** Client shall make available in a timely manner at no charge to Ardexa all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources reasonably required by Ardexa for the performance of the Professional Services. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer.

6. **Termination of Professional Services.**

- a. **Term of Statement of Work.** Each Statement of Work shall become effective and binding upon mutual execution and shall remain in effect until completion of the Professional Services to be provided thereunder, unless earlier terminated in accordance with this Attachment.
- b. **Termination of Statements of Work.**
- i. All Statements of Work shall terminate automatically and simultaneously upon termination of the Agreement for any reason.
 - ii. In addition to any termination rights provided to the Parties by the Standard Terms, either Party may terminate a particular Statement of Work upon written notice if the other Party has committed a material breach of its obligations arising under such Statement of Work and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party, which notice specifies the breach in reasonable detail.
- c. **Consequences of terminating Professional Services.** Upon the termination or expiration of any Statement of Work, Ardexa shall cease providing the applicable Professional Services required by such Statement of Work and shall inform Client of the extent to which Ardexa has completed the Professional Services. Ardexa shall issue an invoice for all work performed and expenses incurred through the date of termination, and client shall pay such invoice as and when payable in accordance with the Agreement.

[End of Professional Services Terms and Conditions)