# VISIER PROFESSIONAL SERVICES ADDENDUM

*Last Updated: March 11, 2025*

This Professional Services Addendum ("PSA") is applicable to the provision of Professional Services by Visier. This PSA is made part of the Agreement. If there is any conflict between this PSA and any other part of the Agreement, this PSA will control with respect to matters within its scope. Except as set forth in this PSA, this PSA will be effective upon the later of the dates in the parties' signatures below and will terminate upon termination of the Agreement. Should a party execute this PSA as "Customer" that is not party to the Agreement, this PSA will be void and not legally binding.

## 1. Professional Services

1.1. Provision of Professional Services. Subject to the terms of this PSA and payment of all applicable fees, Visier will provide the Professional Services detailed in the applicable SOW. Each SOW will be governed by the terms and conditions of this PSA and will set forth the scope and description of the applicable Professional Services. To the extent that Visier Materials are provided to Customer in connection with Visier's performance of the Professional Services, Customer is licensed to use such Visier Materials solely for the internal business purposes of Customer and its Affiliates, on a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide basis. Visier Materials are not "work made for hire" and all copyright in Visier Materials is intended by the parties to vest in Visier.

1.2. Change Orders. Visier will have no obligation to perform Professional Services that are not expressly described in the applicable SOW. During the term of the PSA and applicable SOW, either party may request modifications resulting in changes to scope and pricing of the Professional Services ("Change Order"). No Change Order will be effective until mutually agreed to in writing. Each Change Order shall be governed by the terms and conditions of this PSA and the Agreement.

1.3. Provisioning. Where Customer has elected to purchase Professional Services as detailed in the applicable SOW, Customer will ensure safe and adequate space, power, equipment, network connection, computing time, materials, and assistance from qualified Customer personnel, as may be reasonably requested by Visier, to further the objectives of such Professional Services. Customer acknowledges that Visier's ability to successfully provide the Professional Services in a timely manner is contingent upon Customer's provision of same.

1.4. Subcontracting. Visier may subcontract all or part of the Professional Services to be performed under the applicable SOW provided that Visier remains principally responsible to Customer for the performance of the Professional Services by any such subcontractor as if such Professional Services were performed by Visier.

## 2. Fees

2.1. Invoicing. Unless otherwise specified in the applicable SOW, (a) fixed fees and charges are invoiced upon execution of the applicable SOW; (b) time and materials fees and charges are invoiced monthly upon delivery to the Customer; (c) expenses are invoiced when actually incurred by Visier. Customer is responsible for providing complete and accurate billing and contact information and must provide prompt notice of any changes to such information.

## 3. Warranties and Disclaimer

3.1. Visier Warranties. Visier represents and warrants that, (i) the Professional Services provided under the applicable SOW will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards; and (ii) the Deliverables will materially conform to the requirements set forth in this PSA and the applicable SOW for a period of thirty (30) days from the Customer's acceptance of same. Customer's sole and exclusive remedy for breach of any warranty in this Section is the re-performance of the defective Professional Services or Deliverables. If Visier notifies Customer that re-performance is not commercially reasonable, then within thirty (30) days of receipt of such notice, Customer may (a) grant an extension of time for Visier to correct the non-conformity or (b) terminate the affected SOW upon notice to Visier.

3.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS PSA, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PROFESSIONAL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, THE RISK OF ANY USE CUSTOMER MAKES OF THE PROFESSIONAL SERVICES OR DELIVERABLES IS CUSTOMER'S OWN, AND NEITHER VISIER, NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR LICENSORS MAKE, AND VISIER, ITS AFFILIATES, EMPLOYEES, AGENTS, AND LICENSORS HEREBY SPECIFICALLY DISCLAIM, ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, TIMELINESS, QUALITY, ACCURACY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

## 4. Limitations of Liability

To the fullest extent permissible by law: (i) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR LOST REVENUES, WHETHER OR NOT

CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. VISIER'S AGGREGATE LIABILITY TO CUSTOMER UNDER OR IN CONNECTION WITH THIS PSA SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO VISIER UNDER THE APPLICABLE SOW FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH LIABILITY. The limitations in this Section will not limit: (a) damages resulting from a party's gross negligence, willful misconduct or fraud; or (b) Customer's payment obligations. The limitations in this Section will apply notwithstanding any failure of essential purpose of any limited remedy.

## 5. Definitions

"Deliverables" means agreed results of the Professional Services delivered by Visier to Customer under an SOW that are specific to Customer.

"Professional Services" means those training, consulting, configuration, and other professional service offerings identified in the applicable SOW.

"PSA" means this Visier Professional Services Addendum including (i) all schedules and exhibits expressly referenced herein and (ii) all addendums and amendments that expressly amend or are incorporated into this PSA and are properly executed by the parties hereto (or their permitted successors).

"SOW" means any written statement of work executed by the Parties specifically referencing this PSA, which details the scope of professional services, estimate of fees and may also set forth dependencies and other technical specifications or related information.

"Visier Materials" means any materials and/or adaptations created or developed by Visier applied to the performance of Professional Services.