

Professional Services Schedule

When incorporated by reference, the terms set forth in this Professional Services Schedule shall specify and govern the provision of the Professional Services from the Provider entity to the Customer entity, each as set out in an applicable Order Form (“**Provider**” and “**Customer**”, each also referred to as a “**Party**” and collectively as the “**Parties**”) as of the Effective Date and form an integral part of the terms agreed between Provider and Customer (the “**Agreement**”)

Now therefore, the Parties agree as follows:

1. Definitions

1.1 Any capitalized terms not otherwise defined in the Agreement have the meanings set out below. Any reference to the singular includes a reference to the plural and vice versa, unless expressly otherwise provided in this Agreement, and any reference to the masculine includes a reference to the feminine and vice versa, and (unless the context clearly indicates the contrary) the words “including” and “in particular” shall be deemed to be followed by the words “without limitation”. Unless defined otherwise by the Parties in any part of the Agreement that takes precedence over this Schedule, any defined term shall have the given meaning for the purposes of the Agreement.

2. Professional Services

2.1 The Professional Services set out under this Agreement are the supplementary services provided by or on behalf of the Productsup Group (“**Productsup**”) to its customers and/or authorized partners, to assist the Authorized Users of the Productsup Platform in their use and administration of these software solutions, in each case as further defined in this Agreement. They may be provided to Customer by any Affiliate of Productsup or by an authorized partner. The relevant Provider entity will be set out in an applicable Order Form.

2.2 Professional Services collectively refers to the Productsup Professional Services, as further described in the Productsup Professional Services Description available under <https://www.productsup.com/legal/>, as updated from time to time.

2.3 The provision of the Professional Services is conditional to the execution of an Order Form and the provision will commence on the relevant date set out in the applicable Order Form.

3. Warranty for Professional Services

3.1 Provider warrants that, throughout the Term, the Professional Services will be provided substantially in accordance with the specifications provided for in the then applicable Productsup Professional Services Description as updated from time to time and available under <https://www.productsup.com/legal/>, and that the Professional Services will be delivered with reasonable skill and care.

3.2 If the Professional Services do not conform with the warranty provided in this section, Provider will, at its expense, (i) use commercially reasonable efforts to correct any such non-conformance within a reasonable period of time; or (ii) provide the Customer with an alternative means of accomplishing the desired performance as indicated in any Scoping Document agreed upon.

- 3.3 Notwithstanding the foregoing, Provider does not warrant that any applicable Documentation the provision of the Professional Services or the information obtained by Customer through the Services will meet Customer's requirements.
- 3.4 For the avoidance of doubt, a guarantee in the sense of the German Civil Code (Bürgerliches Gesetzbuch - BGB) is only granted by Provider under this Agreement if the term "guarantee/guaranteed" is used. Terminology like "represent and warrant", "ensure", "commits" etc. shall be considered ordinary contractual duties (einfache Vertragspflichten) and not result in a guarantee.
- 3.5 This Agreement shall not prevent Provider from entering into similar agreements with third parties, or from providing the same Professional Services to third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

4. Payment

- 4.1 If Provider has not received payment for any invoice(s) relating to any fees in the applicable Order Form(s) for the provision of Professional Services, which are not the subject of a bona fide dispute by the due dates and without prejudice to any other rights and remedies of Provider, Provider may (i) immediately suspend the provision of Professional Services and shall be under no obligation to provide any or all of the Professional Services while the applicable invoice(s) remain unpaid; and (ii) charge interest which shall accrue on past due amounts at the standard statutory interest rate under applicable law.

5. Marketing

5.1 Customer Logo Usage by Provider

Unless explicitly excluded from the scope of the Agreement in an applicable Order Form, Customer agrees that Provider and its Affiliates may publish Customer's name and logo in its Customer lists, and promotional, marketing and investment materials, in any media and grants Provider a non-exclusive, revocable, unlimited license for the described purpose. Any use of Customer's name and logo shall be in accordance with the applicable brand guidelines as notified by Customer from time to time.

5.2 Further Marketing Cooperation

If explicitly agreed and further specified in an applicable Order Form, Customer will cooperate with Provider in producing any press releases, case studies or other marketing materials regarding the supply of the Services to Customer.

List of Applicable Schedules

The Schedules listed below, in each case in their then current form, are incorporated in this Agreement and form an integral part of the Agreement.

Schedule	Location
Productsup Professional Services Description	Available at https://www.productsup.com/legal/