



PROFESSIONAL SERVICES TERMS

These Professional Services Terms (“**Professional Services Terms**”) are governed by the Purchase Document and the Master Terms that reference these Professional Services Terms between the Customer identified on the Purchase Document and the insightsoftware contracting entity specified in the Purchase Document (“**insightsoftware**”). The Purchase Document describes the Professional Services and/or types of Professional Services insightsoftware shall provide to the Customer and the corresponding pricing. The Professional Services Terms, the Purchase Document and the Master Terms are together referred to herein as the “**Professional Services Agreement**”. Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the Purchase Document and/ or the Master Terms.

1. Services; Implementation; Training; Deliverables.

1.1. Services. The term “**Professional Services**” as used herein refers to one or more of the professional services specifically set forth on the Purchase Document to be performed by insightsoftware pursuant to the Purchase Document. Professional Services to be performed will either be specified in a Purchase Document (typically a Statement of Work) or are a standard, predefined service (the “**Defined Service Offering**”) where the specification or applicable terms are set forth on the applicable insightsoftware online description (the “**Online Service Description**”) available at <https://legal.insightsoftware.com/contracts/professional-services-offerings.pdf> which are hereby incorporated by reference. The Online Service Description may be modified by the Parties pursuant to mutual agreement in an executed Purchase Document. Any Professional Service that does not have a corresponding Online Service Description will be performed in accordance with the terms of the Purchase Document. For clarity, Software, Documentation, and any Updates, support and maintenance services, improvements or enhancements are never “Professional Services.”

1.2. Implementation and Training Services. If specified in the applicable Purchase Document, insightsoftware will provide Customer with training and/ or implementation Services as set forth in the applicable Purchase Document. Except as otherwise set forth in the Purchase Document, with respect to the delivery of On-Premise Software set forth in the applicable Purchase Document, the Parties will use commercially reasonable efforts to complete training/ implementation Services within ninety (90) days. Unless otherwise set forth on the Purchase Document, on-site training class size is limited to eight (8) attendees. There will be a charge for an additional instructor for additional attendees. Customer will reasonably cooperate with insightsoftware so as to enable insightsoftware to provide and complete the training/ implementation Services in accordance with the terms herein.

1.3. Helpdesk Usage. If Customer does not purchase training/ implementation Services, any training related calls through insightsoftware's helpdesk will be billed at insightsoftware's then-current hourly rates, billed in half hour increments.

1.4. Deliverables. Unless otherwise specifically set forth on an Purchase Document or Online Service Description, all Professional Services to be performed hereunder shall be performed on a time and materials basis. The outputs from the Professional Services are referred to herein as the “**Deliverables**.” The Parties will specify certain responsibilities of both Parties as well as the applicable Deliverables in the applicable Purchase Document or, if applicable, in the Online Service Description. Deliverables will generally be outputs that enhance or assist with the configuration of the Software (the “**Software Implementation Deliverable**”).

1.5. Change Control Process. Change control for additional Professional Services or scope to be delivered under an Purchase Document will be completed according to the following procedure prior to insightsoftware starting any work:

- Specific changes may be proposed by Customer's business team members.
- Proposed changes will be reviewed by insightsoftware and a report of the scope, schedule, resources, and budget impact (“**Impact Report**”) will be prepared and delivered to Customer's management.
- Customer's management reviews the Impact Report and approves by signature or denies changes in scope, schedule, resources and/or budget.
- insightsoftware receives the signed, approved Impact Report and creates, for Customer's approval, an additional Purchase Document with a copy of the Impact Report attached.
- Customer approves by signature such Purchase Document and delivers such Purchase Document to insightsoftware for insightsoftware's signature.
- insightsoftware begins work on specific changes defined in the signed, approved Impact Report only upon the mutual execution of the new Purchase Document referenced above.

2. Fees and Expenses

2.1 Time and Materials Fees. In the event a Purchase Document does not reference any specific pricing, such Professional Services shall be provided at insightsoftware's then-current standard time and material rates and charges.



2.2 Fixed Price Fees. If the Purchase Document specifies that the Professional Services shall be billed on a fixed price basis, the Professional Services shall be invoiced per the payment milestones and the Deliverables schedule outlined in such Purchase Document. In the event of a termination of the Professional Services Agreement prior to a payment milestone, all Professional Services performed from the time of the payment milestone completed immediately prior to termination up to the date of termination shall be calculated on a time and materials basis at insightsoftware's then-current rates for Professional Services.

3. Warranty

insightsoftware warrants that all Professional Services shall be performed in a workmanlike and professional manner. insightsoftware disclaims all other warranties as set forth in the Master Terms.

4. Rights in Deliverables

Deliverables are deemed to be licensed pursuant to the same license grant and restrictions applicable to the Software.