



## INNERGY PROFESSIONAL SERVICES ADDENDUM

Version Date: July 1, 2026

INNERGY and Customer are parties to a Main Services Agreement, or other master software agreement, master services agreement, license agreement, subscription agreement, or other primary agreement governing Customer's use of INNERGY's products and services (as amended, restated, or replaced from time to time, the "MSA").

This Professional Services Addendum ("PSA") governs Professional Services provided by INNERGY under an ordering document accepted by INNERGY including a statement of work, Order Form, service package, Product Terms, service catalog, online purchase, in-product purchase, or other ordering document or workflow (each, a "SOW"). The version of this PSA in effect as of the Effective Date of the applicable SOW governs those Professional Services unless the SOW expressly states otherwise. Except as expressly modified here, the MSA remains in full force and effect. Capitalized terms not defined here have the meanings given in the MSA.

The parties agree as follows:

**1. Scope.** "Professional Services" means any professional services provided by INNERGY under a SOW, including implementation, configuration, training, integration, report design and development, custom library development, data migration, consulting, advisory, managed, and optimization services. Professional Services may be fixed-fee, deliverables-based, milestone-based, retainer-based, time-based, advisory, capacity-based, package-based, recurring, or another service model specified in the applicable SOW. This PSA governs all Professional Services unless the applicable SOW expressly states otherwise.

**2. SOWs.** Professional Services may be ordered through a SOW. Exhibit A contains INNERGY's SOW template, though INNERGY may use different SOW forms, ordering documents, Product Terms, exhibits, schedules, catalogs, or workflows for different engagements, product lines, service models, or sales channels. The SOW may specify or reference the applicable services, deliverables or work product, service model, fees, payment terms, timelines, milestones, Customer cooperation requirements, assumptions, exclusions, and project-specific terms. Any added or changed services, deliverables, work product, timelines, milestones, Customer requirements, assumptions, exclusions, or project-specific terms require INNERGY's written approval and may require a Change Order, additional SOW, updated SOW, or additional purchase. Professional Services do not expand INNERGY's support or subscription obligations under the MSA unless expressly agreed in writing.



**3. Performance Warranty.** INNERGY will perform Professional Services in a professional and workmanlike manner consistent with generally accepted industry practices. Professional Services are performed remotely unless the applicable SOW states otherwise. Customer acknowledges that Professional Services may depend on Customer cooperation, third-party systems and vendors, Customer data quality, Customer's operating environment, and Customer-controlled decisions, configurations, and prerequisites. Customer is responsible for its data, systems, content, configurations, workflows, business rules, and operating environment, including their accuracy, completeness, quality, integrity, legality, and suitability. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND INNERGY'S ENTIRE LIABILITY, FOR BREACH OF THIS WARRANTY IS, AT INNERGY'S OPTION, (A) RE-PERFORMANCE, (B) A FUNCTIONALLY EQUIVALENT ALTERNATIVE, OR (C) IF NEITHER IS COMMERCIALY PRACTICABLE, TERMINATION OF THE AFFECTED PROFESSIONAL SERVICES AND A PRO-RATA REFUND OF PREPAID FEES FOR THE NON-CONFORMING PROFESSIONAL SERVICES. The MSA disclaimers apply to all Professional Services under this PSA.

**4. Customer Cooperation.** Customer shall:

- (a) Designate an engagement sponsor with decision-making authority.
- (b) Designate engagement resources with operational expertise who will participate in training, testing, and configuration.
- (c) Provide timely access to systems, environments, reports, libraries, designs, technical information, data, administrative credentials, and personnel reasonably required for the engagement.
- (d) Maintain complete and current backups of all Customer data, systems, and environments before and during any implementation or other Professional Services that may affect Customer data, systems, or environments.
- (e) Manage and coordinate third-party suppliers, vendors, machine dealers, IT providers, software providers, and other third parties whose systems, products, services, information, cooperation, or access are required for the engagement.
- (f) If Customer fails to participate in scheduled project activities or provide required information, approvals, access, decisions, data, or resources, INNERGY may suspend the affected engagement and extend the project schedule accordingly. Suspension does not relieve Customer of payment obligations, toll any payment due date, or extend any expiration date unless INNERGY agrees otherwise in writing. INNERGY may charge additional fees or require a Change Order for



reactivation, remobilization, rework, or delay-related costs caused by Customer's failure to perform.

## **5. Fees and Expenses.**

(a) **Fees.** Fees are set forth in the applicable SOW, and Customer shall pay them as specified. Services beyond the applicable SOW scope require INNERGY's approval and may require an amendment, Change Order, additional SOW, updated SOW, or additional purchase and will be charged at INNERGY's then-current rates.

(b) **Travel.** Unless the SOW specifies otherwise, Customer will reimburse INNERGY for reasonable travel and out-of-pocket expenses (including airfare, lodging, ground transportation, and meals) incurred for on-site services.

(c) **Payment.** Fees are invoiced and payable as specified in the applicable SOW. Unless the applicable SOW provides otherwise, invoices are due within thirty (30) days. Customer's payment obligations are firm commitments and are not contingent on utilization, completion of Customer dependencies, achievement of Customer business outcomes, or Customer's internal approvals. INNERGY has no obligation to begin or continue Professional Services until applicable fees have been paid as required.

**6. Cancellation and Rescheduling.** Unless the applicable SOW states otherwise, the following applies to scheduled service sessions during the applicable services term:

(a) If remote services are cancelled less than 24 hours before the scheduled appointment and are not rescheduled to occur within ten (10) business days, a charge of \$200 (or such other amount specified in the applicable SOW) applies.

(b) If on-site services are cancelled less than five (5) business days before the scheduled start date, a cancellation fee equal to 50% of the fees for the cancelled on-site engagement applies, plus any non-recoverable travel and third-party costs incurred by INNERGY.

(c) If on-site services are rescheduled less than five (5) business days before the scheduled start date, a rescheduling fee equal to 25% of the fees for the rescheduled on-site engagement applies, plus any non-recoverable travel and third-party costs incurred by INNERGY.

(d) INNERGY may, at its election, deduct the fee from any prepaid or committed fees, invoice Customer directly, or apply it against any available service balance. Any remaining prepaid amount for the cancelled engagement is available as a service credit.

**7. Independence of Professional Services.** Professional Services are independent from any Software license or subscription under the MSA. Termination, suspension, expiration, or



completion of any Professional Services engagement, for any reason, shall not: (a) affect any Software license, subscription, or Order Form; (b) give rise to any right to terminate, suspend, or modify Customer's Software license or subscription; or (c) entitle Customer to any refund, credit, or setoff of Software fees. Customer's obligations under any Software license, subscription, or Order Form continue in accordance with their terms regardless of the status of any Professional Services engagement. INNERGY may maintain Professional Services, Software subscription, and support ordering documents as separate templates, exhibits, or ordering workflows.

## **8. Termination.**

**(a) Termination for Cause.** Either party may terminate the affected Professional Services on written notice if the other materially breaches this PSA or the applicable SOW and fails to cure within thirty (30) days after receiving written notice describing the breach in reasonable detail. A Customer material breach of the MSA or any Order Form resulting in termination for cause under the MSA is, at INNERGY's election, grounds to terminate any or all Professional Services. If INNERGY terminates for cause, all remaining fees for the applicable services term accelerate and become immediately due, and no prepaid fees will be refunded. If Customer terminates for cause, Customer shall pay for Professional Services performed and expenses incurred through the termination date, and INNERGY shall refund prepaid fees for Professional Services not yet performed, less amounts owed to INNERGY.

**(b) Termination for Convenience.** Either party may terminate the affected Professional Services for convenience on thirty (30) days' written notice. Upon the effective date, INNERGY shall cease work and deliver completed Deliverables and work product that are due under the applicable SOW and paid for in full. If INNERGY terminates for convenience, Customer shall pay for Professional Services performed and expenses incurred through the termination date, and INNERGY shall refund prepaid fees for Professional Services not yet performed, less amounts owed to INNERGY. If Customer terminates for convenience, INNERGY's obligation to perform Professional Services ends on the effective date, but all fees committed under the applicable SOW remain due in full, and no prepaid fees will be refunded.

**(c) Effect of Termination.** Upon termination of Professional Services: (i) INNERGY shall promptly deliver completed Deliverables and work product that are due under the applicable SOW and paid for in full; (ii) each party shall comply with its MSA obligations for confidentiality, return of materials, and data handling; and (iii) termination shall not affect this PSA, the MSA, any other SOW, or any other Professional Services then in effect. Expiration without valid termination under Section 8(a) or 8(b) is governed by Section 9, and all fees for committed but unutilized Professional Services remain due on expiration.



**(d) No Refunds on Expiration.** Except as expressly provided in Sections 8(a) and 8(b), all fees paid under a SOW are non-refundable, and no refund, credit, or rebate is due on expiration for unused or unscheduled Professional Services.

**9. Services Expiration.** All Professional Services must be scheduled and completed within the term specified in the applicable SOW (the "Term"), or if none is specified, within twelve (12) months after the Effective Date of the applicable SOW. On expiration, unused, unscheduled, or incomplete Professional Services are forfeited with no refund, credit, or extension unless the applicable SOW provides otherwise. INNERGY has no obligation to perform Professional Services after expiration. Customer-caused delays, suspension, rescheduling, or failure to provide required resources, access, approvals, data, or information do not extend the Term unless INNERGY agrees otherwise in writing.

## **10. Deliverables and IP.**

(a) **INNERGY IP.** All tools, methodologies, frameworks, templates, software, algorithms, models, documentation, APIs, and reusable components developed or used by INNERGY in performing Professional Services, including all derivative works, modifications, improvements, and enhancements (collectively, the "INNERGY Technology"), are and remain INNERGY's sole and exclusive property. Except for the limited license in Section 10(b), no right or interest in INNERGY Technology or other INNERGY intellectual property is granted by implication, estoppel, or otherwise.

(b) **Custom Deliverables.** Subject to Customer's ownership of Customer Data and Customer-owned intellectual property under the MSA, custom reports, configurations, libraries, and other deliverables created for Customer under the applicable SOW and paid for in full are licensed to Customer on the same terms as the Platform license in the MSA. No Platform source code modifications will be made as part of Professional Services.

(c) **No Competitive Restriction.** INNERGY reserves the right to create and distribute products, services, reports, libraries, and designs similar to or competitive with those provided under a SOW.

(d) **Residual Knowledge and Know-How.** Nothing in this PSA or any SOW restricts INNERGY from using general skills, knowledge, experience, ideas, concepts, know-how, methods, processes, techniques, and expertise retained in unaided memory by INNERGY personnel in the ordinary course of providing services or developing, improving, or commercializing INNERGY products and services. INNERGY may not use or disclose Customer's Confidential Information,



Customer data, or Customer-owned intellectual property except as permitted under the MSA, this PSA, or the applicable SOW.

**11. Acceptance.** Unless the applicable SOW states otherwise, Deliverables, if any, are deemed accepted five (5) business days after delivery unless Customer gives written notice of non-conformity in reasonable detail. Time-based services, advisory services, training, retainer access, blocks of hours, and other Professional Services without a specified Deliverable are not subject to acceptance unless the applicable SOW expressly states otherwise.

**12. Consultant Availability.** INNERGY does not guarantee assignment of any specific consultant but will use reasonable efforts to accommodate requests. INNERGY may assign, reassign, substitute, or supplement personnel and subcontractors as reasonably necessary to perform Professional Services, manage availability, meet project requirements, or support service continuity.

**13. Subcontractors.** INNERGY may engage subcontractors or other third parties to perform any Professional Services. INNERGY remains responsible for its subcontractors' performance and will ensure they are bound by confidentiality obligations no less protective than those in the MSA. Customer's sole recourse for any subcontractor act or omission is against INNERGY under this PSA and the applicable SOW.

**14. Personnel Policies.** INNERGY personnel and subcontractors performing Professional Services will comply with INNERGY's Code of Conduct and Travel and Expense Policy, each available upon request. INNERGY may update these policies from time to time in its sole discretion.

**15. Language.** Professional Services are performed in English. Customer is responsible for translation at its own expense if non-English services are required.

**16. Survival.** Sections 5 (Fees and Expenses), 7 (Independence of Professional Services), 8 (Termination) (solely for payment obligations and remedies accrued before termination or expiration), and 10 (Deliverables and IP) survive any termination or expiration of this PSA or any SOW, together with any other provision that by its nature is intended to survive. The MSA survival provisions apply independently and are not limited by this Section.



## EXHIBIT A INNERGY STATEMENT OF WORK TEMPLATE

Statement of Work No.: [TBD]

SOW Start Date: [TBD]

Customer: [TBD]

Customer Contact: [TBD]

INNERGY Contact: [TBD]

This Statement of Work ("SOW") is entered into as of the date of Customer's signature below ("Effective Date") by INNERGY and the Customer identified above. This SOW is governed by and incorporated into the PSA. Project-specific business terms in this SOW control over conflicting PSA terms solely for the Professional Services ordered under this SOW. Any service package, Product Terms, deliverables catalog, assumptions schedule, exclusions schedule, or other exhibit referenced in this SOW is incorporated into this SOW for those Professional Services. This SOW does not modify the PSA or MSA except to the extent it expressly states that it modifies a specific section of the PSA or MSA. Capitalized terms not defined in this SOW have the meanings given in the PSA or MSA, as applicable.

**1. Description of Services.** INNERGY will provide the Professional Services identified in the approved service package, SKU, Product Terms, or approved description below:

Service Package: [TBD]

Detailed Description of Services: [TBD]

**2. Services, Deliverables, and Scope.** INNERGY will provide only the services, deliverables, work product, sessions, milestones, access, hours, advisory work, or other Professional Services expressly identified or referenced in this SOW, including any approved service package, Product Terms, deliverables catalog, or exhibit. Anything not expressly identified or referenced is outside scope and may require a separate SOW, Change Order, or additional purchase.

**Project Plan:** INNERGY may provide a written project plan covering approach, estimated timeline, milestones, resource requirements, specifications, scheduling, and operational dependencies. The project plan is operational only and does not expand the scope, fees, Deliverables, or Customer obligations under this SOW unless the parties execute a Change Order, additional SOW, or additional purchase. Unless expressly included as a paid Professional Service in this SOW, pre-sales discovery, scoping, and estimation are not included. If project plan acceptance is required, Services will not commence until Customer accepts the project plan.



All Deliverables are subject to the intellectual property terms set forth in Section 10 of the PSA.

**3. Timeline and Milestones.** Unless this SOW expressly states binding milestone dates, timelines, milestones, and scheduling will be developed after SOW execution during kickoff or project planning and documented in the project plan, if applicable.

INNERGY's ability to meet any estimated timeline depends on Customer's timely performance of all cooperation obligations in Section 4 of the PSA and Section 7 of this SOW. INNERGY is not responsible for delays caused by Customer's failure to provide required resources, approvals, access, or information on time.

**4. Fees and Payment Terms.** Customer commits to purchase the Professional Services described in this SOW for the fees below. Unless this SOW specifies a different payment schedule, fees are payable in full on execution. Professional Services will not commence until required payment is received. The commitment is firm and non-refundable, subject only to valid termination under the PSA.

Fees: [TBD]

Payment Schedule: [TBD]

SOW Start Date: [TBD]

Expiration Date: [TBD]

The fees are based on the Professional Services described in this SOW and are not based on time spent by INNERGY personnel unless this SOW expressly states that the applicable service model is time-based.

Any project duration or timeline estimates provided by INNERGY are non-binding. Additional Deliverables beyond those expressly identified in this SOW require a separate SOW, Change Order, or additional purchase under Section 6.

**Invoicing and Payment.** INNERGY will invoice fees as specified in this SOW. Unless otherwise specified, invoices are due within thirty (30) days.

**Travel Expenses.** Travel expenses are governed by the PSA unless this SOW expressly states that travel expenses are included in the fees or identifies a different approved travel expense arrangement.

On-Site Services Authorized: Yes / No



**5. Acceptance.** Acceptance is governed by Section 11 of the PSA. Any SOW-specific acceptance criteria must be expressly stated in this SOW.

Any correction of a valid non-conformity notice for a Deliverable is subject to the remedies and limitations in Section 3 of the PSA and excludes modifications, enhancements, and additional functionality beyond the original scope.

**6. Change Orders and Additional Services.** Deliverables or Services not expressly identified in this SOW require a separate SOW, Change Order, or additional purchase at INNERGY's then-current rates. INNERGY has no obligation to perform additional Services without an executed agreement for them. Purchase of additional Services does not reduce fees for the original Deliverables or Services already performed.

**7. Customer Cooperation Requirements.** Customer shall satisfy Section 4 of the PSA, any standard product-line cooperation requirements, and any project-specific cooperation requirements in this SOW, the applicable product-specific schedule, or the project plan. Unless stated otherwise in this SOW, Customer shall:

(a) Designate an engagement sponsor with decision-making authority through the project plan or other onboarding process specified by INNERGY.

(b) Designate Customer engagement resources with the roles and operational expertise reasonably required for the Services through the project plan or other onboarding process specified by INNERGY.

(c) Provide INNERGY with access to the systems, environments, or data identified in this SOW, the applicable Product Terms, or the written project plan by the applicable date or milestone specified by INNERGY.

(d) Complete the prerequisite tasks identified in this SOW, the applicable Product Terms, or the written project plan prior to project kickoff or the applicable milestone specified by INNERGY.

(e) Respond to INNERGY inquiries, review requests, and approval requests within three (3) business days. Customer delays will extend the timeline day-for-day and may result in additional fees.

(f) Maintain complete and current backups of all data and systems before and throughout the engagement.

(g) Manage and coordinate all third-party suppliers, vendors, and IT service providers whose participation is required for the engagement.

**8. Project-Specific Terms.** [TBD]



**9. Assumptions and Exclusions.** The Services and fees are based on the standard assumptions and exclusions for the applicable product line, service package, and deliverables catalog, plus any customer-specific assumptions and exclusions expressly stated in this SOW. If any assumption is incorrect or incomplete, INNERGY may issue a Change Order to adjust scope or fees:

(a) Standard Assumptions: [TBD]

(b) Customer-Specific Assumptions: [TBD]

(c) Additional Assumptions: [TBD]

Exclusions: The standard exclusions for the applicable product line, service package, and deliverables catalog apply. The following additional items are excluded unless covered by a separate Change Order:

(a) Custom modifications to INNERGY Platform source code.

(b) Hardware procurement or installation.

(c) Third-party software licensing or support.

(d) Services to address issues caused by Customer modifications, third-party integrations not provided by INNERGY, or Customer's failure to follow INNERGY's recommendations.

**10. Services Expiration.** All Professional Services must be scheduled and completed by the Expiration Date. On expiration, uncompleted Professional Services are forfeited with no refund or credit unless INNERGY agrees otherwise in writing.