

ADVISORY –PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. Scope of Professional Services

1.1 Services Description

Service Provider shall provide the professional services expressly identified in the applicable Order Form ("Services") in accordance with the Professional Services Schedule.

1.2 Scope Limitation

Services are limited strictly to those activities, deliverables, durations, and assumptions expressly stated in the Order Form and applicable service description. Any services not expressly included are excluded.

1.3 Change Control

Any modification to scope, deliverables, assumptions, or timelines requires a mutually executed written change order or new Order Form. No implied obligations shall arise from prior discussions, statements of work drafts, or Customer expectations.

2. Nature of Services

2.1 Services Overview

The Services shall be provided using commercially reasonable efforts and may include advisory services, on-ground enablement, and implementation support, as specified in the applicable Order Form.

2.1 Remote Service Delivery Support

Unless otherwise expressly stated in the applicable Order Form or Statement of Work, Services are delivered remotely.

Remote Services will be performed during the Service Provider's standard delivery window Monday through Friday (excluding applicable public holidays).

The standard remote delivery window is 10:00 AM to 11:00 PM Indian Standard Time (IST). Service delivery across multiple geographies may be supported within this window, and local service hours may vary due to time zone differences and daylight-saving adjustments however, the IST window shall govern service availability.

2.3 No Managed Services or Outsourcing

Services do not constitute managed services, staff augmentation, operational outsourcing, or delegation of Customer responsibilities unless expressly stated in the Order Form.

2.4 No Outcome Guarantee

Service Provider does not warrant or guarantee any specific business result, automation coverage, defect detection, compliance outcome, or return on investment, outside the scope of services, and any examples or estimates are illustrative only.

3. Deliverables and Acceptance

3.1 Deliverables

Deliverables, if any, are limited to those expressly identified in the Order Form.

3.2 Acceptance

Deliverables shall be deemed accepted upon delivery unless Customer provides written notice of material non-conformance within five (5) business days of delivery. Acceptance is limited to verifying conformity with the acceptance criteria mutually agreed in writing prior to commencement of the applicable Services. Where Services include implementation of test assets (e.g., test cases, extensions to the element repository, etc.), the assets constitute the deliverable and are transferred to Customer upon handover. Customer shall be solely responsible for reviewing, testing, and validating that the Deliverables conform to such acceptance criteria.

4. Customer Responsibilities

4.1 Customer Obligations

Customer shall:

- designate qualified, trained and authorized personnel;
- provide timely access to systems, data, documentation, and environments;
- ensure accuracy and completeness of all inputs; and
- provide timely decisions, approvals, and feedback.
- Service Provider shall not be responsible for delays, non-performance, or re-work arising from Customer dependencies, restricted access, inaccurate inputs, or environmental changes

5. Advisory and Training Disclaimer

5.1 Advisory Services

Advisory / Professional Services are consultative only and do not constitute legal, regulatory, compliance, audit, or certification advice, nor do they transfer management or operational responsibility to Service Provider.

5.2 Training Services

Training Services are provided solely for knowledge transfer purposes. No certification, proficiency, or skill-level outcomes are guaranteed.

6. Intellectual Property

6.1 Pre-Existing IP

Each party retains all rights in its respective pre-existing intellectual property.

6.2 Service Deliverables License

Subject to full payment, Customer is granted a non-exclusive, non-transferable, internal-use license to use deliverables solely in connection with Service Provider's products.

6.3 Retained Rights

Service Provider retains all rights in its methodologies, frameworks, templates, know-how, Addons, and generalized learnings developed during the performance of Services.

6.4 Service Addons

All Service Add-Ons made available to Customer in connection with the Services (the "Service Add-Ons") shall remain the sole and exclusive property of Service Provider.

This applies whether the Services are performed solely by Service Provider or jointly with any partner, Global System Integrator (GSI), System Integrator (SI), or other third party. No rights in the Service Add-Ons are granted, assigned, transferred, or licensed to Customer (or any third party) by implication, estoppel, contribution, collaboration, or otherwise, unless expressly set forth in a separate written agreement duly executed by Service Provider.

7. Fees, Scheduling, and Expenses

7.1 Fees

Fees are as stated in the Order Form and are non-refundable unless expressly stated otherwise.

7.2 Rescheduling and Cancellations

Customer-requested rescheduling or cancellation with fewer than five (5) business days' notice may result in forfeiture of prepaid fees or additional charges.

7.3 Expenses

Out-of-pocket expenses, if applicable, must be expressly approved in writing and reimbursed in accordance with the Order Form.

8. Exclusions

Unless expressly included in the Order Form, Services exclude:

- custom product development or production-grade software;
- integrations with third-party tools or systems;
- regulatory validation, audit support, or compliance sign-off;
- resolution of third-party or product defects;
- ongoing operational support or system administration.

9. Limitation of Liability (Professional Services)

9.1 Excluded Damages

To the maximum extent permitted by law, neither party shall be liable for any indirect, incidental, consequential, special, or economic damages arising out of the Services.

9.2 Liability Cap

Service Provider's aggregate liability arising from or relating to the Services shall not exceed the fees paid or payable for the applicable Services under the relevant Order Form.

10. Term and Termination Impact

10.1 Termination Effect

Upon expiration or termination of the Order Form, any unused Services are forfeited unless otherwise agreed in writing. Service Provider shall have no obligation to complete partially performed Services.

10.2 Expiry

Subject to the applicable Order Form and corresponding deal size, all Professional Services must be utilized within one (1) year from the effective date of such Order Form.

11. Order of Precedence

11.1 Document Hierarchy

If any terms conflict across the applicable documents, the following hierarchy determines which terms prevail (highest priority listed first):

1. **Order Form** –Your specific engagement terms, including scope, fees, timelines, and any special conditions negotiated for your project
2. **This Professional Services Order Form Rider** –The terms and conditions in this document
3. **Professional Services Schedule** –The service catalog describing available service types, standard deliverables, and methodologies
4. **Master Agreement** –The base contract governing the overall relationship between the parties

11.2 Practical Application

This hierarchy ensures that the most specific terms governing your engagement take priority. For example, if your Order Form specifies a custom payment schedule, that schedule applies even if different payment terms appear in the Master Agreement.

12. Entire Agreement (Services)

This Rider, together with the Order Form and Master Agreement, constitutes the entire agreement between the parties with respect to the Services and supersedes all prior or contemporaneous discussions or representations relating thereto.