

Professional Services Addendum
Version Date: April 2026

This Professional Services Addendum (“**Professional Services Addendum**”) supplements the Agreement and along with the applicable Statement of Work (“**SOW**”), governs any Professional Services provided by Instem to Client. This Professional Services Addendum is subject to and hereby incorporates by reference the terms and conditions of the Agreement. Capitalized terms used, but not defined, herein shall have the meaning given to them in the Agreement. In case of any conflict between this Professional Services Addendum and the Agreement, the Agreement shall control unless explicitly stated otherwise.

1. Professional Services

1.1 Instem will perform Professional Services as specified in an SOW executed by the Parties. Each SOW will set forth the description of the Services, Client Deliverables, Fees, payment schedule, specifications, acceptance criteria, and project timeline, as applicable. Each executed SOW shall incorporate by reference and be subject to the terms and conditions of the Agreement.

1.2 All Professional Services will be performed by qualified personnel. Instem agrees that its personnel, when performing Services remotely or onsite at Client’s facilities or accessing Client’s systems, will comply with all reasonable workplace, security, and network access policies provided in writing in advance. If Services are performed onsite, Client will provide Instem personnel with reasonable access to workspace, computers, telephones, and other necessary equipment

2. Termination

2.1 Termination of any SOW shall be governed by Section 14 of the Agreement.

2.2 In the event of termination of an SOW for any reason, Instem shall be entitled to payment for Professional Services performed and Pass-Through Expenses incurred in accordance with the Agreement, this Professional Services Addendum, and the terminated SOW through the effective date of termination. If an SOW terminated by Instem for cause specifies a fixed-price project or milestone-based payments, Client remains obligated for the remaining Fees for the full term, though specific payment structures may be detailed in the SOW. If terminated by Client for cause, payment is due for Fees accrued through the termination date.

2.3 Upon termination of an SOW and Client’s payment of all amounts owing thereunder, Instem shall deliver to Client all completed Client Deliverables as well as works-in-progress constituting Client Deliverables.

2.4 Sections 4 (Payment) and 6 (Ownership) of this Professional Services Addendum, Section 14.5 of the Agreement, and any other provisions that, by their nature, are intended to survive termination of an SOW or the Agreement, shall do so.

3. Cooperation

3.1 The parties agree to cooperate with each other as reasonably necessary for Instem to provide the Professional Services in a timely fashion.

3.2 Instem shall not be responsible for any delays in project timelines attributable to Client’s failure to provide timely assistance, feedback, Client Data, or other interaction or information needed for a project.

4. Payment; Expenses; Acceptance

4.1 Fees and payment terms for each engagement will be set forth in the applicable SOW. Fees exclude Pass-Through Expenses, including travel, lodging, meals, courier services, supplies, and equipment, which will be invoiced at cost and payable on the same terms as the Fees. All Professional Services will be performed remotely unless otherwise stated in the SOW. If onsite Professional Services are not specified, Client must pre-approve any travel. For travel beyond twenty-five (25) miles from Instem’s headquarters, Client will pay travel time at Instem’s then-current rates. Instem will provide receipts for any expense over twenty-five dollars (\$25.00). Unless otherwise stated in the SOW, Fees and Pass-Through Expenses will be invoiced monthly, and all payments are due within thirty (30) days of the invoice date.

4.2 Client Deliverables will be subject to Client’s review and approval based on the acceptance criteria in the applicable SOW. Approval may not be unreasonably withheld and may only be denied for material, verifiable non-conformity to the agreed criteria. Client Deliverables may be provided in stages, and both parties will cooperate to support timely testing and evaluation. Once approved, any further changes to a Client Deliverable require a written change order under Section 5. If Client identifies a material non-conformity, Instem will correct and resubmit the Deliverable at no additional cost. Following delivery of the final Deliverable under an SOW, Client will have fifteen (15) days to test and raise any material issues. If no issues are raised within that period, the Deliverables will be deemed accepted. If no acceptance criteria are specified in the SOW, Client Deliverables and Professional Services will be deemed accepted upon performance.

5. Changes

5.1 All project costs quoted in a SOW are reasonable good faith estimates by Instem, unless expressly stated otherwise in the SOW. Such estimates are based solely on the information provided by Client, the specifications in the SOW, and other stated requirements. Any changes in specifications, data, functionality, technology, or other requirements requested by Client, or the discovery of material information not previously disclosed to Instem, may affect scope and cost and may require a change order or a new SOW. Instem will not be required to deviate from the project scope or other requirements as of the effective date of a SOW or this Professional Services Addendum unless both parties execute a mutually acceptable change order. Work outside the scope of a SOW will be billed at Instem’s then-current hourly rates. Instem has no obligation to perform any Professional Services not agreed in writing in a mutually executed SOW or change order.

6. Ownership; License

6.1 Ownership of intellectual property related to Client Deliverables is governed by Section 8.2 of the Agreement.



6.2 To the extent Instem Intellectual Property is embedded in or necessary for the use of Client Deliverables, Instem grants Client a non-exclusive, perpetual, royalty-free license to use such Instem Intellectual Property solely for Client's internal business purposes in conjunction with such Client Deliverables. Client use must comply with the terms of the Agreement.

7. **Limited Warranty; Disclaimer**

7.1 The Professional Services Warranty is set forth in Section 9.4 of the Agreement.

7.2 Instem's sole liability and Client's exclusive remedy for breach of the Professional Services warranty are set forth in Section 9.5.4 of the Agreement.

7.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN AND IN THE AGREEMENT, THE PROFESSIONAL SERVICES AND CLIENT DELIVERABLES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, INSTEM DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.