

# Professional Services Supplemental Terms

Last updated 20 March 2026

These Professional Services Supplemental Terms apply to Customers ordering Professional Services from Upsun under a Statement of Work.

Capitalized terms not defined in these Professional Services Supplemental Terms have the meaning given to them in (i) the Statement of Work, (ii) the Platform Terms or (iii) in any other document incorporated by reference therein.

## 1. Definitions

- **“Deliverables”** means all documents, work products, and other materials prepared by or on behalf of Upsun in the course of performing the Services, and excluding general or technical documentation on the Upsun core PaaS offering available to all Upsun customers.
- **“Fees”** means the fees set out in the relevant Statement of Work.
- **“Personnel”** means all Upsun personnel involved in the performance of the Professional Services ordered by Customer.
- **“Platform Terms”** shall have the meaning given to it in the Statement of Work.
- **“Professional Services”** means all advisory, technical, implementation, and migration services, as distinct from Upsun’s core PaaS offering, provided under the relevant SOW. These services may include, but are not limited to, initial onboarding, setup and go-live assistance, training and knowledge transfer on the Upsun core PaaS offering, data or application migration services, and application monitoring, performance review and maintenance services. Professional Services, however, expressly excludes support services, which are provided as part of the core PaaS offering.
- **“Statement of Work”** or **“SOW”** means any Statement of Work entered into by the Parties that describes Professional Services to be performed by Upsun.

## 2. Order of Professional Services

- 2.1. Customers can order Professional Services from Upsun through signature of a Statement of Work.
- 2.2. Unless otherwise expressly agreed upon in a Statement of Work, all Professional Services shall be performed by Upsun remotely. Upsun Personnel shall not be required to travel to Customer’s or any third party’s premises for the performance of the Professional Services.
- 2.3. Unless otherwise specified in the Statement of Work, any unused Professional Services will expire 12 months from the Effective Date of the Statement of Work, and Customer will not be entitled to receive a refund for any Fees prepaid for such expired Professional Services.

## 3. Obligation of Upsun

- 3.1. Upsun will appoint suitably skilled, experienced and qualified Personnel to perform the Professional Services.

- 3.2. Prior to any Upsun Personnel commencing Professional Services hereunder, Upsun shall ensure that such Personnel:
  - 3.2.1. Are bound by written confidentiality obligations;
  - 3.2.2. Have successfully undergone background checks conducted by or on behalf of Upsun;
  - 3.2.3. Comply with all rules, regulations, and policies of Customer that have been communicated to Upsun in writing in advance of the Professional Services start date, including all security procedures concerning Customer's systems, data, and remote access.
- 3.3. Upsun shall:
  - 3.3.1. review and test any suggested change in Customer Content or application code in compliance with section 8.2.1. before submitting the acceptance request to the Customer,
  - 3.3.2. only work in development or staging environments and shall not work in production environments, unless expressly requested to do so in writing by the Customer.
- 3.4. Unless expressly stated otherwise in a Statement of Work, Upsun does not intervene on and is not responsible for Customer's overall application architecture, business logic, or third-party integrations.

#### **4. Obligations of Customer**

- 4.1. Delivery of the Professional Services is contingent upon Customer's full and prompt cooperation. Accordingly, Customer shall:
  - 4.1.1. proactively inform Upsun about any fact, condition, or circumstance of material importance or that could reasonably be expected to affect, delay or otherwise impact Upsun's performance of the Professional Services;
  - 4.1.2. promptly respond to all inquiries and requests for information from Upsun;
  - 4.1.3. perform all necessary actions, approvals, and decisions reasonably requested by Upsun, each within the timeframe specified by Upsun or, if no timeframe is specified, within a reasonable time.
- 4.2. Customer shall, in a timely manner and solely when necessary and for the purpose of enabling Upsun to perform the Professional Services, grant Upsun access to Customer's Content, Console, network and systems required for Upsun to provide the Professional Services. Customer shall be solely responsible for revoking such access immediately upon the completion or expiry of the Professional Services.
- 4.3. Customer is responsible for the accuracy, quality, legality, completeness, and integrity of information, documentation, data, systems and networks provided to Upsun by Customer.
- 4.4. Customer shall:
  - 4.4.1. maintain backups of its Content and application code,
  - 4.4.2. review and test Deliverables in development or staging environments before releasing into production,
  - 4.4.3. retain ultimate responsibility for application behavior and production deployment decisions.

## **5. Acceptance**

- 5.1. Upon completion of a Deliverable or Professional Service, Upsun shall submit it for acceptance to the Customer contact identified in the SOW via email or through the issue tracking system used by the Parties..
- 5.2. Customer must notify Upsun of acceptance or rejection in writing (which may be via email) within five (5) business days from the acceptance request. Failure by Customer to notify Upsun of rejection within this time frame and/or production deployment of a Deliverable shall be deemed acceptance of the Deliverable.
- 5.3. In the event Customer rejects a Deliverable or Professional Service, Customer must provide written grounds of its rejection. The Parties will then discuss such grounds, and, to the extent within its control or responsibility scope, Upsun shall use commercially reasonable efforts to correct or re-perform the Deliverable or Professional Service at no additional cost to the Customer.

## **6. Change management**

- 6.1. Any change to the scope of Professional Services, timeline, Deliverables, or other terms listed on the SOW must be formally requested to Upsun by Customer via email.
- 6.2. Upon receipt, the Parties will discuss the proposed change. Any adjusted scope, timeline, Deliverable, or term and associated Fee will be agreed upon between the Parties in writing.

## **7. Fees**

- 7.1. Customer will pay Upsun the Professional Service Fees set out in the SOW.
- 7.2. Where the Professional Services are provided on a time and materials basis:
  - 7.2.1. The Fees payable for the Professional Services shall be calculated in accordance with Upsun's daily or hourly rates set forth in the applicable Statement of Work;
  - 7.2.2. Upsun shall issue invoices to Customer monthly in arrears for Fees for the immediately preceding month.
- 7.3. Where the Professional Services are provided for a fixed Fee or number of hours, invoices will be sent upfront or as otherwise agreed in the applicable Statement of Work.
- 7.4. Upsun shall maintain complete and accurate records of the time spent and materials used by Upsun in providing the Professional Services.
- 7.5. Customer agrees to reimburse Upsun for all travel and other expenses incurred by Upsun in connection with the performance of the Professional Services provided they have been approved in advance in writing by Customer.
- 7.6. Customer acknowledges that Professional Services may result in modifications to application code, system or application configurations, project resources, or data transfer. Customer shall be responsible for all Platform costs incurred in connection with or resulting from such Professional Services, including any usage, consumption, or other charges.

## **8. Security**

- 8.1. To the extent that the performance of Professional Services requires access to Customer's consoles, applications, systems, or network infrastructure,
  - 8.1.1. Customer shall:

- 8.1.1.1. refrain from transmitting credentials via unencrypted email. All credentials must be exchanged via a secure, encrypted password management system or an alternative secure channel,
  - 8.1.1.2. restrict such access solely to the resources and permissions strictly necessary for the performance of the Services.
- 8.1.2. Upsun shall:
  - 8.1.2.1. ensure that the credentials shared by Customer are kept confidential and are not shared between several individuals.
- 8.2. Upsun shall:
  - 8.2.1. follow internal guidelines for secure code intervention, including manual peer review of code changes and adherence to Upsun's general security standards,
  - 8.2.2. use encrypted data transfer protocols and secure temporary storage.
- 8.3. For the avoidance of doubt, security of the Customer application and code is the primarily responsibility of the Customer, including the implementation and operation of any security testing tools (such as SAST/DAST) and the final validation of all code changes before production deployment.

## **9. Warranty**

- 9.1. Upsun warrants that any Professional Services will be performed in a professional and workmanlike manner in accordance with industry standards and substantially in accordance with the SOW. In the event of a breach of this warranty, Upsun will use commercially reasonable efforts to re-perform the Professional Services to correct the non-conformity, at no charge to Customer.

## **10. Intellectual Property**

- 10.1. Subject to full payment of the Fees, Upsun will assign all intellectual property rights in the Deliverable to the Customer.
- 10.2. Customer hereby grants Upsun a limited right to use any Customer Content or materials provided or made available to Upsun in connection with the Professional Services solely for the purpose of providing Professional I Services to Customer. Customer will retain all rights (including all intellectual property rights) in the Customer Content and materials. Customer represents and warrants to Upsun that Customer has sufficient rights in the Customer Content and materials to grant such rights to Upsun and that the Customer Content and materials do not infringe or violate the intellectual property, publicity, privacy or other rights of any third party.

## **11. Liability**

- 11.1. If Upsun's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Upsun shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 11.2. Notwithstanding anything to the contrary in the Platform Terms, Upsun's total aggregate liability under or in connection with these Professional Services Supplemental Terms and the applicable SOW, regardless of the form of action, shall be limited to the total amount of Fees paid by Customer to Upsun under the applicable SOW for the Professional Services giving rise to the claim.