

This Professional Services Addendum (“**Addendum**”) is an addendum to our [Terms of Service](#) (the “**Agreement**”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. With respect to Professional Services, in the event of a conflict among the Statement of Work, this Addendum, and the Agreement, the following order of precedence shall control: (1) Statement of Work; (2) this Addendum; and (3) the Agreement.

1. **Professional Services.** Subject to the terms and conditions of the Agreement and this Addendum, Ministry Brands will provide you with the services (the “**Professional Services**”) set forth in statements of work or an Order Form executed by you and Ministry Brands (each, a “**Statement of Work**” or “**SOW**”). All Statements of Work shall be deemed part of and subject to this Addendum. If a change in project scope is required, such change(s) and associated fees for additional Professional Services to be provided will be described in a document signed by the parties (a “**Change Order**”).

2. Intellectual Property Rights.

- a. Subject to the terms and conditions of the Agreement, and while this Agreement is in effect, Customer shall have the non-exclusive, non-transferable, worldwide, limited right to use any deliverables and/or training materials delivered by Ministry Brands to you as part of the Professional Services (“**Deliverables**”) solely for your internal business operations in connection with its authorized use of the Services as described in the Agreement.
- b. Unless otherwise authorized in writing by Ministry Brands, you are prohibited from: (i) modifying the Deliverables; (ii) reselling or sublicensing any Deliverables; (iii) using the Deliverables to replicate or attempt to perform the Professional Services, including without limitation any portion of the Professional Services that involves training unless Ministry Brands has authorized you to do so; and (iv) developing or attempting to develop any of the products or services described in any training Deliverables.
- c. All right, title and interest in and to all recommendations, ideas, techniques, know-how, designs, programs, training manuals, development tools, processes, integrations enhancements in the course of providing Professional Services, including all Intellectual Property Rights pertaining thereto shall vest in Ministry Brands (the “Ministry Brands Intellectual Property”). Nothing contained in this Addendum shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein. Subject to the foregoing, Ministry Brands grants Customer a royalty-free, non-exclusive, non-transferable license to use the Ministry Brands Intellectual Property incorporated into the Deliverables solely for its internal purposes in connection with its authorized use of the Platform as set forth in the Agreement.
- d. **Fees and Expenses.** We may offer Professional Services for prepaid fees based on hours purchased. If you have purchased Professional Services on such basis, ***you must use all Professional Services hours that you purchase within one (1) year of the Effective Date or the date of any SOW or you will forfeit any unused hours.*** Ministry Brands will update you periodically regarding the number of Professional Service hours you have remaining. You agree to reimburse Ministry Brands for any out-of-pocket expenses that it incurs in connection with delivering the Professional services, including without limitation, all reasonable travel costs and expenses. Such travel expenses may be invoiced separately from the Professional Services.

3. **Term.** This Addendum shall be effective as of the Effective Date of the Agreement and shall continue in effect until this Agreement expires or is terminated. Each SOW shall commence on the effective date of the SOW as set forth therein and shall expire upon completion of the project set forth in the applicable SOW, or as otherwise set forth in the applicable SOW or Order Form. Once signed by both parties, and SOW shall be non-cancellable, except as otherwise expressly provided in such SOW or Order Form.

4. **Independent Contractors.** The relationship between you and Ministry Brands pursuant to this Addendum will be that of independent contractors. Neither party shall have the authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any representations and warranties on behalf of the other.