

## **PROFESSIONAL SERVICES SCHEDULE**

This Schedule is made part of, and is hereby incorporated by reference into, the Order Form between the parties.

For purposes of this Schedule:

(i) "**Moody's Materials**" means Moody's may use proprietary works of authorship, whether pre-existing or created during such provision of the Professional Services or otherwise, including models and modeling techniques, data, scores, indices, computer programs, methodologies, scorecards, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by a Moody's Affiliate or a third party retained by a Moody's Affiliate, collectively and any improvements thereto;

(ii) "**Professional Services**" means any implementation, training, onboarding or other related work performed by Moody's to Client pursuant to the Order Form.

Other capitalized terms used but not defined in this Schedule will have the meaning given in the MSSTC.

### **1. PURPOSE OF ENGAGEMENT.**

**1.1** In the Order Form Client and Moody's may mutually agree upon: Professional Services to be provided by Moody's, a description of any materials and other Deliverables to be provided by Moody's, an estimated work schedule, a payment schedule, additional terms and conditions (if any) applicable to a particular engagement, and such other details as the parties deem appropriate. Moody's will perform Professional Services for Client as set forth in the Order Form, subject to the terms and conditions of the MSSTC. Any work schedules set forth in the Order Form are the estimated beginning and completion dates for the tasks and activities to be performed, and may be revised by the parties during the term of the Order Form. Moody's will use reasonable efforts to meet such dates, subject to Client's ongoing compliance with its obligations under the Order Form.

**1.2** Each party will designate a representative under the Order Form who will be the principal point of contact between the parties for all matters relating to the Professional Services (the "**Project Manager**"). The Order Form will contain an initial designation of the Project Manager for each party, and either party may designate a new Project Manager by written notice to the other party.

**1.3** Each party may request changes to the Professional Services. If a party requests any such change, Moody's will notify Client if Moody's believes that an adjustment is required to the fees to be paid to Moody's under the Order Form, or to the applicable work schedule. The parties will then negotiate in good faith a reasonable and equitable modification of the Order Form, and execute a change order containing such provisions. Moody's will continue to perform pursuant to the existing Order Form, and neither party shall be bound by any requested change, until such change has been accepted in writing by both parties.

**1.4** Client will cooperate with Moody's in the performance of the Professional Services, including providing Moody's with reasonable facilities and complete, accurate and timely access to data, information and personnel of Client, and Client acknowledges and agrees that Moody's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder, and timely decisions and approvals of Client's work in connection with the Professional Services. In the event of any delays caused by Client, all milestone dates will be accordingly adjusted, and any additional Professional Services required will be billed at Moody's standard rates on a time and materials basis.

**1.5** Except as specified in the Order Form, Client agrees to reimburse Moody's for travel (including but not limited to air and ground transportation, lodging, and meals), phone, postage, and other out-of-pocket business expenses directly incurred in connection with providing the Professional Services.

### **2. OWNERSHIP OF DELIVERABLES.**

**2.1** Client will own all written reports, analyses, presentations, documents, papers and other tangible documents delivered by Moody's to Client in the performance of the Professional Services, exclusive of any intellectual property embodied therein. Client will also own the intellectual property in any Deliverables supplied by Moody's that are specifically identified in the Order Form as "**Client Property**" to be owned by Client (excluding any Moody's Materials). Notwithstanding the foregoing, Client agrees that the Deliverables are for Client's own internal use and information, and Client must not distribute, disclose, sell or license any Deliverable to any third party. Moody's reserves all other rights in the Deliverables, and shall retain ownership of all intellectual property embodied in all Deliverables other than Client Property.

**2.2** Client shall obtain no rights in the Moody's Materials other than those limited, express license rights granted under the MSSTC. To the extent that any Moody's Materials are embodied in or incorporated into the Deliverables, and effective upon full and final payment by Client for the relevant Professional Services or Deliverables as required by the Order Form, Moody's hereby grants to Client, subject to the terms and conditions of the MSSTC, a royalty-free, non-exclusive, nontransferable, non-sublicensable license to use such Moody's Materials (in object code only, as applicable) internally, solely as necessary for Client's internal use of the Deliverables. Except as otherwise set forth in the Order Form, the term of such license is perpetual, unless the Deliverables consist of software customizations to be used in connection with other Products provided to Client by Moody's on a subscription or limited term basis, in which case the term of such license for such Moody's Materials will be for the same limited term or subscription period as such other Products. Notwithstanding anything in the MSSTC to the contrary, Client must not (and must not permit, enable or facilitate any subsidiary, Affiliate or other third party to) disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify or create derivative works of any Moody's Materials, or transfer any Moody's Materials to any subsidiary, Affiliate or other third party, in each case without the prior express written consent of Moody's.

**2.3** Client acknowledges that Moody's provides consulting and development services to other clients and agrees that nothing in the MSSTC will be deemed or construed to restrict or limit Moody's from conducting such business or developing for itself or others any materials that are competitive with Client or Client's products or services. In particular, notwithstanding anything to the contrary in the MSSTC: (a) Moody's will have the right to retain a copy of each of the Deliverables for its records; (b) as part of Moody's provision of the Professional Services, Moody's may use Moody's Materials; and (c) any and all of the Moody's Materials and Moody's administrative communications, records, files and working papers relating to the Professional Services will remain the sole and exclusive property of Moody's.

### **3. MISCELLANEOUS.**

**3.1** Moody's will not use any Moody's Affiliate personnel involved in the assignment of credit ratings in Moody's performance pursuant to the MSSTC. Moody's will comply with the separation policies of its parent corporation, Moody's Corporation, and its subsidiaries, to avoid disclosing any Confidential Information of Client received by Moody's in performing the Professional Services to any personnel of any Moody's Affiliate involved in the assignment of credit ratings.

**3.2** Moody's will not assist Client in structuring any structured or corporate debt obligations, collateralized debt obligations, fixed income funds/portfolios, loans or other financial instruments (each a "**Security**" and together, "**Securities**"). Client acknowledges and agrees that Moody's is not acting as a financial advisor or providing investment advice in providing the Professional Services, and neither the Professional Services nor any Deliverables are a recommendation to buy, hold or sell any Securities.

**3.3** Neither party will, during the term of the Order Form and for one (1) year after its termination, hire, solicit or retain (whether as an employee, independent contractor or otherwise) any of the other party's personnel who have had direct involvement with the Professional Services, without the other party's express prior written consent. Any hiring of personnel who respond to general solicitations, such as a newspaper ad or public website, is not prohibited by this Section 3.3.