

DOTMATICS STANDARD TERMS AND CONDITIONS

Professional Services Schedule Attachment

This Professional Services Schedule Attachment (the “*Attachment*”) is a “Schedule Attachment” as defined in the Dotmatics Standard Terms and is an addendum to the agreement between Dotmatics and Customer which incorporates such Standard Terms (the “*Agreement*”), provided that this Attachment shall apply only if and to the extent Customer purchases Professional Services under the Agreement. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Standard Terms. This Attachment may be accepted by Customer in any manner indicating Customer’s agreement to be bound by them, including, by way of example, by executing a Sales Order which indicates that one or more purchases contemplated therein are subject to the Standard Terms and/or this Attachment.

1. Performance of Professional Services.

(a) Dotmatics agrees to perform all Professional Services required to be performed by all mutually executed Statements of Work. Dotmatics will exercise reasonable efforts to perform the Professional Services according to any schedules that are expressly required by the applicable Statement of Work and will provide all Deliverables required to be provided by such Statement of Work.

(b) Upon Customer’s request from time to time, Dotmatics agrees to negotiate additional Statements of Work. Each Statement of Work shall become effective when it has been signed by authorized representatives of both Parties.

(c) In the event of a conflict between the provisions of any Statement of Work and this Attachment, this Attachment shall govern unless the Statement of Work expressly identifies the relevant provision of this Attachment and expressly states the Parties’ intent to override that provision for purposes of the Statement of Work. Notwithstanding the foregoing, and notwithstanding any provision of the Standard Terms to the contrary, no provision of a Statement of Work shall supersede and govern over any conflicting provision within the Standard Terms unless the Statement of Work also expressly identifies the relevant provision of the Standard Terms and expressly states the Parties’ intent to override that provision for purposes of the Statement of Work.

(d) In the event that Customer desires changes to the requirements under any Statement of Work, Customer shall request that Dotmatics prepare a written proposal reflecting the requested changes, including details regarding the impact of such requested changes to time schedules for performance, Deliverables requirements, timing and amount of payments, and any other impact to the Statement of Work required to implement the requested changes. If the Parties reach mutual agreement regarding such changes, the written proposal shall be mutually executed and shall constitute an amendment to the applicable Statement of Work. For sake of clarity, however, no such change request, nor any such responsive proposal, shall be binding upon either Party unless and until set forth in writing and mutually executed.

2. Intellectual Property Rights

2.1 Customer Materials. As between the Parties, Customer shall retain title in Customer Materials, including title in all Intellectual Property Rights therein. Customer hereby grants to Dotmatics a limited, non-exclusive, non-sublicensable, non-transferable license to reproduce, modify, adapt, translate, distribute, perform, and display such Customer Materials solely for the purpose of performing the Professional Services.

2.2 Rights in Deliverables. As between the Parties, Customer agrees that Dotmatics and its licensors are, and will remain, the sole and exclusive owners of any Deliverables, subject to Customer’s continuing ownership of its rights in any Customer Confidential Information and any Customer Materials that are incorporated within any Deliverables, and subject to the applicable licenses or other rights granted below. Dotmatics hereby grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license to use the Deliverables in connection with the Dotmatics Offering solely during the Subscription Term for which the applicable Deliverables apply.

2.3 Support and Maintenance not included. For avoidance of doubt, any support and maintenance with regard to Deliverables (including, without limitation, computer code, and/or configurations) must be mutually agreed in a separate Statement of Work or other written agreement between the Parties. Except as expressly agreed in a separate Statement of Work or other written agreement, Customer acknowledges that Dotmatics

has no obligation to provide any such support.

3. Representations and Warranties.

3.1 Limited Warranty for Professional Services. Customer acknowledges that Dotmatics’s policy is to perform all Professional Services in a professional and workmanlike manner in accordance with generally applicable industry standards. Accordingly, all Deliverables will substantially conform to express specifications stated on the applicable Statement of Work for a period of thirty (30) days following delivery. In the event that any Deliverable fails to meet the foregoing warranty, Dotmatics will correct the relevant Deliverable in a timely manner, at no additional charge to Customer, provided that Customer waives any claim under this warranty if it fails to provide written notice of the relevant warranty breach within the applicable warranty period, and provided that Dotmatics’s correction of the Deliverable that is the subject of the relevant warranty breach will constitute Customer’s sole and exclusive remedy for the same. Subject to Dotmatics’s duties under this paragraph, and further subject to any additional obligations imposed by a mutually executed Statement of Work; each Deliverable is considered accepted upon delivery.

4. Termination of Professional Services.

4.1 Term of Statement of Work. Each Statement of Work shall become effective and binding upon mutual execution and shall remain in effect until completion of the Professional Services to be provided thereunder, unless earlier terminated in accordance with this Attachment.

4.2 Termination of Statements of Work.

(a) All Statements of Work shall terminate automatically and simultaneously upon termination of the Agreement for any reason.

(b) Customer may terminate a Statement of Work, at its election and without cause, upon thirty (30) days written notice.

(c) In addition to any termination rights provided to the Parties by the Standard Terms, either Party may terminate a particular Statement of Work upon written notice if the other Party has committed a material breach of its obligations arising under such Statement of Work and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party, which notice specifies the breach in reasonable detail.

4.3 Consequences of terminating Professional Services.

Upon the termination or expiration of any Statement of Work, Dotmatics shall cease providing the applicable Professional Services required by such Statement of Work and shall inform Customer of the extent to which performance has been completed under such Statement of work. Dotmatics shall issue an invoice for all work performed and expenses incurred through the date of termination, and Customer shall pay such invoice as and when payable in accordance with the Standard Terms.

[End of Professional Services Schedule Attachment]