

PROFESSIONAL SERVICES ADDENDUM

1. DEFINITIONS

- 1.1 “Business Day” means a working day other than Saturday, Sunday or public holiday at MAPP’s registered address.
- 1.2 “Deliverables” means items created by MAPP which result from the performance of Services under the Agreement and as stated within a Statement of Work between the parties (e.g., code, configurations, integrations, training materials, documentation, design material and/or any intellectual property) and items that can be reduced to tangible form (e.g., electronic files).
- 1.3 “Documentation” means all materials (whether in hard copy or in electronic format) supplied in connection with the Products, including any and all manuals, instruction guides, online documentation, any written materials accompanying the Products or other materials provided to Customer by MAPP which describe the functionality and/or specifications of any of the Products, and any other documentation that is generally provided by MAPP to its customers with respect to any Products.
- 1.4 “Force Majeure” means acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, or other causes beyond the parties’ reasonable control.
- 1.5 “Intellectual Property Rights” means any patents, trademarks and trade names, rights in designs, trade, business or domain names, copyrights including moral rights and rights in computer software and databases (including database rights), mask works and topography rights (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them (including any continuations or extensions of such applications)), and where applicable any goodwill therein, rights in inventions, know-how, trade secrets and other confidential information, or any other intellectual property rights. Intellectual Property Rights shall also include (a) any derivatives and modifications of the above, and (b) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights.
- 1.6 “Internal Use” means use of the Products provided under the Agreement for Customer’s general business use and for the processing of Customer’s data only, but does not include use of the Products to conduct service bureau, application service provider or time-share activities for third parties.
- 1.7 “Personal Data” means any information relating to an identified or identifiable natural person as defined by the applicable data protection laws.
- 1.8 “Products” means Software and Deliverables ordered, licensed, or acquired from MAPP during the term of the Agreement.
- 1.9 “Professional Services” includes “Extended Services” and “Managed Services” and means the subcategory of Services comprised of consulting, development, implementation, and like tasks performed under a statement of work or other Order for such Services.
- 1.10 “Services” means work performed under the Agreement to install, maintain, support, fix, repair, modify, consult, implement, operate, design, develop, create, program, train, or perform other tasks and includes, but is not limited to, Support and Maintenance and Professional Services.

2. GENERAL RESPONSIBILITIES

- 2.1 The Products and Services to be provided by MAPP include only what is expressly described in the Agreement and/or in the associated Statement of Work (SOW) and any mutually agreed upon Change Order.
- 2.2 MAPP and Customer agree to each complete all responsibilities in this Order, any associated Statement of Work (SOW), any associated project schedule, and other mutually-agreed project plan documents. Any deviation from those agreements will be managed as a Change Order and may result in change to the Project Duration and Fees. If MAPP and Customer fail to reach agreement on those changes either party may suspend performance.
- 2.3 Customer will identify and interpret any applicable laws, regulations, and statutes that affect Customer’s systems or data to which MAPP will have access during this project as well as all policies, governance rules, business processes, development guidelines, and deployment processes which pertain to the Services and Deliverables. Customer will ensure that its systems and processes comply with any such requirements. These must be disclosed before the Order is signed, and will be managed as project requirements.
- 2.4 If Customer causes any delays, such delays may affect the cost, schedule, Services and/or Deliverables for the project. MAPP will inform Customer when such delays result in a material increase in MAPP’s project costs. MAPP may elect to invoice Customer for Professional Services MAPP has had to re-perform or for resources MAPP has been unable to reasonably and productively re-deploy due to the delay. Customer will pay up to the rates quoted in the Agreement (or, if such rates are not quoted in the Agreement, then at MAPP’s then-current standard rates for similar Professional Services and Deliverables).
- 2.5 Customer will provide MAPP personnel and subcontractors with safe and reasonable access to working space, facilities (including heat, light, ventilation, electric current and outlets), convenient fax, network and internet access and local

telephone extensions, computer resources and other necessary physical facilities as required. Customer will provide at its expenses high-speed connectivity and appropriate security access to any MAPP personnel working on the project from remote locations. Customer will maintain and operate the hardware, software, and data environment required to support the solution to which the Professional Services and Deliverables relate. Customer will provide use of this environment to MAPP personnel and subcontractors as required. Unless the Agreement specifies otherwise, Customer is responsible for testing, certifying, and loading any required software and/or data, as well as for the completeness, accuracy, quality, consistency, format, and integrity of the data.

- 2.6 Customer is responsible for the selection and implementation of controls on access, use, and security of stored data (including, but not limited to, Personal Data). Customer will make all the necessary backup copies of the completed and in-progress work product associated with the project which has been provided to or created by Customer.
- 2.7 Except as expressly indicated to the contrary in the Agreement, all fees for Professional Services shall be provided on a time and materials basis at MAPP's then current service rates for the various classes of Professional Services and professionals provided and shall be invoiced at the end of the calendar month of their performance. Time/hours shall be accounted for according to MAPP's timesheets. Customer acknowledges that the hours set forth in the Agreement are merely estimates and the actual amount of effort may differ from the estimates except as expressly indicated to the contrary in the Agreement.
- 2.8 Except as expressly indicated to the contrary in the Agreement, travel time will be charged as 50 % working time. Fees/rates do not include travel costs and expenses for MAPP personnel and subcontractors. Customer shall pay travel costs and expenses as incurred. Except as expressly provided in the Agreement, travel costs and expenses shall be invoiced each month in arrears.
- 2.9 Except as expressly provided in the Agreement: (a) any quoted rates for Professional Services which are not utilized by Customer within twelve (12) months of the date thereof shall be subject to adjustment to MAPP's then current rates when actually utilized; and (b) any prepaid Professional Services must be utilized within twelve (12) months of the date of the Agreement or they will lapse and will not be reimbursed. Should Customer choose to cancel or delay the delivery of Professional Services, Customer must provide MAPP with at least thirty (30) days written notice prior to (i) the date of termination of the Professional Services, or (ii) the date the Professional Services will be delayed. Customer shall pay for all Professional Services delivered through the date of termination or delay.
- 2.10 MAPP shall maintain complete and accurate books and records of the fees and expenses related to the Professional Services and shall retain such records for a minimum period of two (2) years from the date of the corresponding invoice. Upon reasonable prior written notice, Customer, its auditors and any relevant federal and state regulatory authorities ("Auditors") may have reasonable access during normal business hours to inspect such records once per year. MAPP shall reasonably cooperate with Auditors in the conduct of such examination and audit. The Auditors shall hold all information disclosed by MAPP and the results of any audit in confidence, and shall report to Customer only whether or not MAPP is in compliance with the Agreement and, if not, in what manner and to what extent. If any audit under this Section determines that MAPP has incorrectly charged the Customer, MAPP will reissue a correction invoice and the parties shall refund amounts due within forty five (45) days of such invoice. If any such overcharge exceeds five (5) % of the total amount charged to Customer under the Agreement, then MAPP will reimburse Customer for reasonable out of pocket costs of such audit.
- 2.11 While on Customer's site, MAPP personnel will comply with any safety or security policies that Customer provides to MAPP. Customer will provide such policies in writing in advance of MAPP's arrival on site.
- 2.12 During the performance of Professional Services under the Agreement, and for a period of 1 year thereafter, each party agrees not to solicit the hiring, either as an employee or contractor, of any employee or subcontractor of the other party who is directly involved with the Professional Services performed under the Agreement, except with the prior written consent of such other party. Notwithstanding the foregoing, it shall not be a violation of this Section if either party employs the other party's employee or contractor as a result of that person's response to an employment campaign or effort by MAPP or Customer that was not specifically targeted at such employee.
- 2.13 Deliverables, especially customizations and modifications to the Software, are not covered by MAPP's standard Support and Maintenance and can be covered by a separate customization support agreement.
- 2.14 Deliverables, especially customizations and modifications, might only work with the then current version/release of the Software and any upgrades/updates might require migration and adjustment that may cause additional costs to be borne by Customer.
- 2.15 Unless expressly otherwise set forth in the Agreement, Products and Services shall not be subject to any acceptance testing, but will be considered accepted upon delivery and subject to any warranties which apply to them. In case acceptance testing is set forth in the Agreement and the agreed acceptance testing schedule/time limit was not complied with by Customer, or in the absence of any such schedule/time limit, acceptance shall be deemed declared 10 Business Days following Delivery.
- 2.16 MAPP will use commercially reasonable efforts to deliver Products and Services by a firm Delivery date(s), if any, set forth in the Agreement explicitly as firm. If MAPP materially misses a firm Delivery date, then Customer may, upon written notice provided to MAPP before Delivery which affords MAPP at least 15 additional business days to cure, cancel the Agreement without further obligation or liability by either party. Unless expressly otherwise set forth in the Agreement, pre-Delivery cancellation as set forth in this paragraph is the sole remedy for a missed Delivery date.

- 2.17 Customer shall provide MAPP with all necessary cooperation to allow MAPP to carry out its contractual obligations and to deliver the Products and Services under the Agreement. Customer shall unsolicitedly provide all cooperation, information, data, files, material etc. required for the performance of MAPP's contractual obligations sufficiently in advance. If Customer does not cooperate adequately and/or causes delay, MAPP shall be under no obligation to provide its contractual obligations, as long and to the extent as MAPP is prevented from performing its contractual obligations due to Customer's inadequate and/or delayed cooperation. MAPP shall notify Customer of its failure to cooperate adequately and timely and set a reasonable deadline for subsequent performance upon expiry of which the Product and/or Service that could not be delivered/performed due to Customer's inadequate and/or delayed cooperation shall be deemed delivered.
- 2.18 MAPP may use contractors, resellers and/or suppliers ("Contractors") to fulfill its obligations under the Agreement, but in such event MAPP will ensure that Contractors are bound to confidentiality and data protection obligations consistent with the Agreement. MAPP will be solely responsible for Contractors to the same extent as MAPP would be if it had provided the Products and Services at issue directly to Customer, and Contractors will have no greater rights against Customer or owe greater obligations to Customer than would MAPP if MAPP had provided the Products and Services at issue directly to Customer.
- 2.19 MAPP leverages its global pool of experts and resources to provide the Products and Services under the Agreement to Customer. Customer acknowledges and agrees that MAPP may access its environment and any data (including Personal Data) globally from outside the national territory where the Customer and/or MAPP are located in order to perform MAPP's Services under the Agreement.

3 INTELLECTUAL PROPERTY RIGHTS

If, in the course of rendering Professional Services, MAPP creates and delivers to Customer any Deliverables, MAPP and its suppliers retain ownership of and all rights to the Deliverables, including methodologies, processes and templates used by MAPP and/or its suppliers to create or modify them or which are incorporated into or embodied in them. MAPP grants Customer the non-exclusive, non-transferable right to use the Deliverables for Customer's Internal Use on the same terms and conditions under which MAPP grants Customer the right to use the Software hereunder. MAPP may provide similar services or Deliverables to other persons as long as MAPP does not infringe Customer's intellectual property rights.

4 WARRANTIES

- 4.1 MAPP warrants that:
- each Product will be free from material defects in material and workmanship under normal use and will substantially conform to the Documentation for a period of thirty (30) days from the date of Delivery,
 - Services will be performed in a professional manner consistent with industry standards by trained and experienced personnel; and
 - MAPP has all rights necessary to license and distribute the Products.
- 4.2 Customer shall submit warranty claims within a reasonable time of the Product's non-conformance. For the above warranty claims, MAPP will, at no additional charge to Customer, correct, re-perform, repair, or replace the nonconforming Product to make it conform.
- 4.3 If MAPP fails to conform a Product to its warranties within a reasonable time after receiving Customer's warranty claim, Customer may return it to MAPP, and after it is returned to MAPP, MAPP will refund the amount paid to MAPP for it.
- 4.4 If MAPP fails to conform Services to its warranties within a reasonable time after receiving Customer's warranty claim, Customer may request a refund of amounts paid for the Services that do not meet the warranty, and MAPP will refund the amount paid to MAPP for it. A warranty refund for a nonconforming Service paid for on a recurring basis will not exceed the pro-rated portion of the advance payment made to MAPP for it for the then-current periodic (e.g., annual) billing period.
- 4.5 MAPP's warranties do not cover any problem with or damage to a Product to the extent caused by: (i) negligence, abuse, misuse, improper handling, improper use, improper storage or modifications by anyone other than MAPP or its contractors; (ii) the combination of any Product with equipment or software not authorized or provided by MAPP or otherwise approved by MAPP in the Documentation; (iii) failure to operate a Product in accordance with its Documentation; (iv) Force Majeure.
- 4.6 To the maximum extent permitted by law, the sole and exclusive warranties and warranty remedies are set forth in the Agreement. There are no warranties of merchantability or fitness for a particular purpose. There are no other warranties or warranty remedies, oral or written, express or implied. MAPP does not warrant that any Product or item ordered will (i) yield any particular business or financial results; (ii) be free from all bugs and errors; or (iii) operate without interruption, or that data, reports or analysis will be totally accurate.
- 4.7 If any condition, representation, warranty or undertaking is implied into this Agreement pursuant to any legislation and the exclusion of such condition, representation, warranty or undertaking is prohibited or restricted by such legislation, MAPP's liability for breach of the condition, representation, warranty or undertaking is limited at MAPP's option to (i) the replacement, repair or repurchase of any defective goods (or part thereof) at MAPP's election; and (ii) re-performance of any service, which was defectively performed, or the refunding of monies paid to MAPP in respect of such services at MAPP's election.

5 CHANGE CONTROL PROCESS

- 5.1 Either MAPP or Customer may request changes to the Services, Deliverables, or other terms of the Agreement. This request will be communicated using a Change Order which describes the proposed change, the reason for the change, and the effect the change is expected to have on the Project in a form substantially like the “Change Order” form set out in Attachment 1.
- 5.2 Both Customer and MAPP will review the proposed Change Order within ten (10) business days, or according to the responsibilities and time frames in the agreed process. The Change Order will be updated with the response information, and both parties will approve it, defer it for further study, or reject it.
- 5.3 If a requested change is complex, MAPP may determine that additional fees and/or an adjustment to the Project schedule is required for a full evaluation. In this case, MAPP will submit an “Estimation Change Order” and will proceed with the evaluation and response to the request only after agreement by Customer.

6 SUBCONTRACTING, ACCESS TO DATA

- 6.1 MAPP may use contractors, resellers and/or suppliers (“Contractors”) to fulfill its obligations under the Agreement, but in such event MAPP will ensure that Contractors are bound to confidentiality and data protection obligations consistent with the Agreement. MAPP will be solely responsible for Contractors to the same extent as MAPP would be if it had provided the Products and Services at issue directly to Customer, and Contractors will have no greater rights against Customer or owe greater obligations to Customer than would MAPP if MAPP had provided the Products and Services at issue directly to Customer.
- 6.2 MAPP leverages its global pool of experts and resources to provide the Products and Services under the Agreement to Customer. Customer acknowledges and agrees that the Software and any data (including Personal Data) residing within and/or processed by the Software may be accessed by MAPP globally from outside the national territory where the Customer and/or MAPP are located in order to perform MAPP’s Services under the Agreement.