

**Addova® Professional Services Addendum****1) INTRODUCTION**

1.1. This Services Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between Addova and Client. Any capitalized terms used in this Services Addendum shall have the meaning given in the Master Agreement unless otherwise provided herein.

**2) DEFINITIONS**

- 2.1. "Attendees" means the participants authorized by the Client to attend Education classes or courses or as indicated in the Schedule.
- 2.2. "Addova Intellectual Property" means Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party.
- 2.3. "Addova Personnel" means employees, sub-contractors or agents on behalf of Addova that have entered into confidentiality provisions no less restrictive than defined in the Agreement.
- 2.4. "Course Materials" means any Education content provided to Client in any media pursuant to a Schedule, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by Addova or a Addova subcontractor.
- 2.5. "Client Intellectual Property" means Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Client, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any Addova Intellectual Property.
- 2.6 "Deliverables" means items provided to the Client pursuant to an SOW.
- 2.7. "Education" means any standard or customized education offerings, training or instruction, or related services, provided by Addova or a Addova subcontractor in any format or location, including without limitation, (i) instructor led training, including at Addova or Client site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a Addova or third party training facility.
- 2.8. "Prepaid Funds" means a pool of funds prepaid by Client which may be applied to Services or Education pursuant to a mutually agreed upon Schedule.
- 2.9. "Project Coordinator" means the individual appointed by a party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other party in relation to the Services.
- 2.10. "Services Documentation" means the documentation provided to the Client pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, or installation and user guides, as applicable.
- 2.11. "Services" means the professional services provided by Addova or its designated subcontractors to the Client as set out in the relevant SOW.
- 2.12. "SOW" or "Statement of Work" means a description of Services to be provided or as referenced in the Schedule or service ticket.

**3) SERVICES OFFERING**

- 3.1. Addova will provide the Services as agreed in a SOW or Schedule, on the basis of time and materials, fixed price or staff augmentation each of which will be further described in the SOW or submission of Professional Services by Client.
- 3.2. Addova will determine the resources required for the provision of the Services.
- 3.3. Client may request Addova to change any particular Addova Personnel assigned to the provision of the Addova Services upon prior written notice provided that it can show reasonable cause for such request. Addova will use reasonable efforts to replace such Addova Personnel subject to parties agreeing that work schedules or time allotted for the Services may be impacted and require a change order.
- 3.4. If a remote session is cancelled with less than twenty-four (24) hours' notice, the scheduled time will be deducted from the consulting project hours. Multiple cancellations can result in the re-set of the business consultant and/or replacement back into the new request queue.
- 3.5. If an onsite engagement is cancelled with less than ten (10) days' notice, the amount equal to the scheduled time reserved and any travel & accommodation fees owed will be the responsibility of Client.

**4) EDUCATION OFFERING**

- 4.1. Addova will provide Education as agreed in a Schedule. The Schedule will indicate the courses or classes ordered, the number of Attendees and the location of the Education services, if applicable. Client is responsible for any travel costs and/or expenses incurred to attend Education.
- 4.2. Addova may require the registration or pre-registration of Client's Attendees in order to attend or access the applicable Education. Client acknowledges that Addova has (or reserves) the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education. Any customized educational courses will be based on the rates and expenses of the instructor providing the course or such fees as stated in the Schedule, as applicable.
- 4.3. If Addova cancels a class, due to unforeseen circumstances, or low enrollment, Addova will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Client may receive credit or reschedule the class to an alternative time
- 4.4. Cancellation in writing by Client must be provided at least fifteen (15) business days prior to the class. If such notice is not given Addova may charge up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided.

**5) COOPERATION**

- 5.1. Each party acknowledges that the success of the Services requires the cooperation of both parties. Client and Addova shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.
- 5.2. Client acknowledges and agrees that in order for Addova to effectively perform the Services in a timely manner, Client will cooperate with Addova by making available on a timely basis (i) management decisions, information, approvals and acceptances (such as a milestone acceptance form where applicable) required by Addova for the completion of the Services; (ii) appropriate access to Client facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Client shall supply Addova Personnel with suitable office and work space, and normal office equipment and support, adequate computer resources (including

necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.

5.3. Each party agrees to assign competent and qualified staff to participate in the performance of the Services.

#### **6) FEES AND EXPENSES**

6.1. Client will pay to Addova the fees, expenses and other charges as provided for or as defined in the Schedule.

6.2. Addova will invoice expenses that are approved by Client in accordance with Addova's expense policy, which may be provided to Client upon request.

6.3. The Services are to implement the pre-existing features and functions of Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the software. Payment of license fees and/or support fees for Software is not contingent upon Client receiving the Services.

6.4. **Costs for Services are estimated.** Fees for Services are based upon Addova's understanding of the project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the project will be communicated to Client. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to the Schedule or electronic approval through Addova Support Portal.

6.5. Client acknowledges and agrees that it must use Prepaid Funds within one (1) year from the effective date of the Schedule purchasing such funds. Any portion of Prepaid Funds unused following such period shall expire and not be subject to any refund or credit.

#### **7) INTELLECTUAL PROPERTY RIGHTS**

7.1. Client shall retain all rights in and to Client Intellectual Property, including all Client Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Client.

7.2. Addova shall retain all rights in and to all Addova Intellectual Property and such rights shall remain vested in Addova.

7.3. If information or materials are used by a party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other party.

7.4. Client shall have the right to modify or adapt the Deliverables as required or deemed appropriate by Client ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by Addova and its licensors or subcontractors.

7.5. Addova grants to Client, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with software then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such software.

#### **8) WARRANTY**

8.1. Addova warrants that it will perform the Services and/or instructors will provide Education in a professional workman like manner.

8.2. Client shall provide written notice of a warranty claim within thirty (30) days of date of delivery ("Notice") of the Services or Education claimed to be in breach of the above warranty. If Notice is not provided to Addova that a breach occurred and/or if milestone or acceptance forms are signed by Client, then the Deliverable, Services and/or Education will be deemed delivered in accordance with the warranty obligations.

8.3. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY AND NONINFRINGEMENT AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY ADDOVA. FURTHER, ADDOVA DOES NOT WARRANT THAT THE SERVICES WILL PROVIDE ANY PROTECTION AGAINST VIRUSES OR ANY NETWORK INTRUSION OR SECURITY BREACH, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE WARRANTY REMEDY BELOW IS CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES SET FORTH ABOVE.

#### **9) WARRANTY REMEDY**

9.1. In the event of a breach by Addova of the above Warranty section, Client's remedy, at Addova's discretion and in consultation with Client, shall be to re-perform the Services and/or Education at no additional charge to Client or to refund the applicable fees paid which correspond to the Services, applicable Deliverable or Education. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by Client; and (ii) that the alleged breach did not result from Client's failure to abide by its obligations defined in the applicable Schedule or for its failure to follow the Services Documentation.

#### **10) CHANGE REQUEST**

Upon request by Client or Addova, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.