



## Professional Services Addendum

This Professional Services Addendum (this "**Addendum**") is entered into by and between the parties listed, and as of the Effective Date stated on the applicable Order Form, quote, or any other agreement that has been executed by the parties and references this Addendum (the "**Referencing Agreement**"). This Addendum supplements the terms of any applicable Software License Terms and Conditions, Support Services Terms, Schedule for Hosted Software Services, and any other applicable documents referenced therein (collectively, the "**Agreement**"). This Addendum sets forth the terms and conditions under which Service Provider will provide professional services to the customer identified in the Referencing Agreement ("**Customer**"). In the event of a conflict between this Addendum and the other portions of the Agreement, the terms of this Addendum shall prevail with respect to the Professional Services.

By signing or agreeing to a Referencing Agreement that references this Addendum, each party acknowledges that it has read, understands, and agrees to the terms of this Addendum. Any capitalized term used but not defined in this Addendum shall have the meaning ascribed to it in the Agreement or the Referencing Agreement, as applicable.

### 1. Definitions

- 1.1. "**Customer Materials**" means any data, content, documentation, or materials provided by Customer to Service Provider in connection with the Professional Services.
- 1.2. "**Deliverables**" means any tangible work product, reports, configurations, documentation, or other materials to be delivered by Service Provider to Customer as specified in a Statement of Work.
- 1.3. "**Hypercare**" means short-term, post-delivery support intended to stabilize the solution and address issues directly related to the completed scope of a project for which Professional Services are being provided.
- 1.4. "**Intellectual Property**" means trademarks, service marks, trade names, copyrights, mask works, moral rights, designs, inventions, patents, patent rights, trade secrets, know how, proprietary information and other intellectual property in any and all countries, unions, and jurisdictions and under any and all laws, regulations, treaties, conventions and agreements. Intellectual Property includes registrations of, and applications to register, copyrights, trademarks and service marks, and further includes patent applications.
- 1.5. "**Professional Services**" means the consulting, implementation, configuration, training, advisory, or other professional services to be performed by Service Provider as described in one or more Statements of Work.
- 1.6. "**Service Provider Materials**" means any pre-existing materials, tools, methodologies, frameworks, templates, know-how, and Intellectual Property of Service Provider that may be incorporated into or used in connection with the Professional Services or Deliverables.
- 1.7. "**Statement of Work**" or "**SOW**" means a document executed by the parties that describes the specific scope, schedule, assumptions, fees, Deliverables, and any other terms



applicable to Professional Services to be performed thereunder. A Statement of Work may be attached to a Referencing Agreement or executed separately.

- 1.8. **"Work Product"** means all Deliverables, inventions, developments, improvements, methodologies, tools, templates, frameworks, and other materials created, developed, or provided by Service Provider in connection with the Professional Services.

In this Agreement, the words **"include"**, **"includes"** and **"including"** mean "including, without limitation" and are deemed to be followed by the words "without limitation". Any list of items that follows such words is illustrative only and does not limit the generality of the preceding words.

## 2. Professional Services

- 2.1. **Scope of Services.** Service Provider will provide the Professional Services and Deliverables described in one or more Statements of Work during the applicable term. Each Statement of Work shall describe the specific scope, schedule, assumptions, fees, and any other terms applicable to the Professional Services to be performed thereunder. Any additional scope or activities that extend beyond the Professional Services described in a Statement of Work will require an additional or amended Statement of Work. Service Provider may immediately cease performing Professional Services, without liability, if a Statement of Work expires and is not immediately extended or replaced with a valid Statement of Work.
- 2.2. **Statement of Work Terms.** For the avoidance of doubt, a Statement of Work may contain terms and conditions specific to the applicable Professional Services ordered thereunder, which terms will have no effect on other Statements of Work or this Addendum generally. In the event of any conflict between this Addendum and a Statement of Work, the provisions of the Statement of Work shall prevail with respect to such Statement of Work only.
- 2.3. **Change Control.** Any changes to the scope, schedule, or Deliverables set forth in a Statement of Work shall be subject to the following change control process:
- (a) Customer or Service Provider may propose changes by submitting a written change request describing the proposed modification.
  - (b) Service Provider will evaluate the proposed change and prepare a change order or amended Statement of Work detailing any impact on scope, schedule, resources, and fees.
  - (c) No changes shall be effective unless and until a change order or amended Statement of Work is mutually executed by both parties.
  - (d) Service Provider shall have no obligation to commence work on any proposed changes until the applicable change order or amended Statement of Work is fully executed and any associated fees or deposits are received.
- 2.4. **Assumptions.** The Professional Services shall be performed based on the assumptions set forth in the applicable Statement of Work. If any assumption proves to be inaccurate or incomplete, Service Provider may adjust the scope, schedule, or fees through the change control process specified herein.



### 3. Types of Engagements

- 3.1. **Time and Materials.** Where Professional Services are provided on a time-and-materials ("T&M") basis, time shall be billed in increments as specified in the applicable Referencing Agreement or Statement of Work (or if not specified, in half-hour increments) at Service Provider's then-current rates. Any estimates provided by Service Provider are for planning purposes only and do not constitute a cap on fees or a commitment to complete the Professional Services within the estimated amount.
- 3.2. **Fixed Fee.** Where a Statement of Work specifies a fixed fee for defined Professional Services, such fee is based solely on the scope, assumptions, and Customer responsibilities expressly set forth in the Statement of Work. Any changes to scope, assumptions, or Customer responsibilities, or any failure by Customer to perform its obligations, shall entitle Service Provider to additional fees through the change control process specified herein or, at Service Provider's option, conversion to a T&M basis at Service Provider's then-current rates upon written notice to Customer.
- 3.3. **Prepaid Hours (Bank of Hours).** Where Customer purchases a prepaid block of Professional Services hours (a "Bank of Hours"), the following terms apply:
- (a) Prepaid hours must be consumed within the period specified in the applicable Referencing Agreement (or if not specified, within twenty-four (24) months from the Referencing Agreement effective date).
  - (b) Any unused hours remaining after the expiration of such period shall expire automatically and are non-refundable.
  - (c) Professional Services will be performed on a T&M basis and deducted from the Bank of Hours as consumed.
  - (d) Scope for each engagement under the prepaid hours may be documented in one or more Statements of Work or engagement descriptions agreed in writing (including by email or ticket), each of which is deemed incorporated into the applicable Referencing Agreement.
  - (e) The Bank of Hours may be increased by mutual written agreement if any project for which Professional Services are being provided needs to evolve.
  - (f) **Minor Overages.** For Bank of Hours engagements, Service Provider may, upon written authorization from Customer (which may be provided by email), perform up to fifteen (15) additional hours beyond the purchased Bank of Hours balance to complete an engagement in progress, at the applicable hourly rate. Customer's written authorization (including by email) constitutes Customer's binding commitment to pay for such additional hours, and Service Provider will invoice Customer accordingly.
- 3.4. **Rate Changes.** Service Provider reserves the right to adjust its standard rates annually. For ongoing engagements, Service Provider will provide Customer with at least thirty (30) days' prior written notice of any rate changes. Rate changes shall not affect prepaid Bank of Hours purchased prior to the rate change.



#### 4. Customer Responsibilities

- 4.1. **Cooperation.** Customer acknowledges that timely and effective completion of the Professional Services depends upon Customer's cooperation and participation. Customer shall:
- (a) designate a project manager or primary point of contact with authority to make decisions and provide approvals on behalf of Customer;
  - (b) provide Service Provider with timely access to Customer personnel, facilities, systems, data, documentation, and other resources reasonably required for performance of the Professional Services;
  - (c) ensure that appropriately qualified Customer personnel are available to participate in meetings, reviews, testing, and other project activities as reasonably required;
  - (d) provide timely feedback, approvals, and decisions as required under the Statement of Work or as reasonably requested by Service Provider;
  - (e) perform all tasks and provide all deliverables identified as Customer responsibilities in the Statement of Work in a timely manner;
  - (f) comply with all reasonable policies and procedures communicated by Service Provider relating to the Professional Services; and
  - (g) ensure all third-party vendors or integrators provide necessary application programming interfaces ("APIs"), specifications, endpoints, credentials, and assistance.
- 4.2. **Customer Materials.** Customer shall be responsible for the accuracy, completeness, and legality of all Customer Materials provided to Service Provider. Service Provider shall be entitled to rely on all information provided by Customer without independent verification.
- 4.3. **Customer-Provided Resources.** Customer shall provide Service Provider with all hardware, software, documentation, environments, credentials, and other materials identified as Customer-provided in the Statement of Work. Service Provider shall have no responsibility for any delays, defects, or failures arising from Customer-provided materials or Customer's failure to provide required resources.
- 4.4. **User Acceptance Testing.** Customer shall execute all user acceptance testing. Service Provider does not perform tests on behalf of Customer unless expressly stated otherwise in the applicable Statement of Work.

#### 5. Delays and Excusable Events

- 5.1. **Customer-Caused Delays.** If Service Provider's performance of the Professional Services is delayed, impeded, or prevented by Customer's failure to perform its obligations under this Addendum or the applicable Statement of Work, including any failure to provide required resources, information, access, decisions, or approvals:
- (a) the applicable schedule and milestones shall be extended by a period at least equal to the duration of such delay;



- (b) Service Provider shall be entitled to additional fees for any increased costs or additional time incurred as a result of such delay, calculated at Service Provider's then-current rates; and
  - (c) Service Provider shall have no liability for any failure to meet any deadlines, milestones, or performance standards to the extent caused by such delay.
- 5.2. **Force Majeure.** Service Provider shall not be liable for any delay or failure to perform the Professional Services to the extent caused by events beyond Service Provider's reasonable control, including acts of God, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, government actions, labor disputes, failure of third-party services or utilities, or Customer's failure to perform its obligations or any other event or circumstances beyond the reasonable control of the Service Provider.
- 5.3. **Technical Limitations.** If required APIs, environments, or third-party capabilities are unavailable or incomplete, Service Provider will reassess effort, timeline, and cost. Additional effort caused by unsupported configurations, environmental issues, or integration limitations is billed at Service Provider's then-current rates.
- 5.4. **Project Suspension.** If a project for which Professional Services are being provided is halted or suspended by Customer for more than thirty (30) days, a restart fee equal to ten percent (10%) of the remaining budget of such project (or the remaining Bank of Hours value, if applicable) will apply to cover resource rescheduling and knowledge ramp-up.
- 6. Fees and Expenses**
- 6.1. **Fees.** Customer shall pay Service Provider the fees for Professional Services as set forth in the applicable Referencing Agreement or Statement of Work.
- 6.2. **Expenses.** Unless otherwise specifically stated in the Referencing Agreement or Statement of Work, fees do not include out-of-pocket expenses. Customer shall reimburse Service Provider for all reasonable travel, accommodation, meals, and other out-of-pocket expenses incurred in connection with the Professional Services at the rates specified in the applicable Referencing Agreement or, if not specified, at actual cost.
- 6.3. **Taxes.** All fees and charges are exclusive of applicable taxes, duties, or similar charges. Customer shall pay all sales, use, value-added, withholding, excise, or other taxes or duties arising out of this Addendum or the Professional Services, excluding taxes based solely on Service Provider's net income.
- 6.4. **Travel and On-Site Work.** If travel or on-site work is required, associated fees are billed according to the rates listed in the applicable Referencing Agreement. Items with fixed rates are billed at those rates, while accommodation, airfare, and any other non-listed items are billed at actual cost. Each on-site visit will have a minimum duration of four (4) consecutive hours unless otherwise specified.
- 6.5. **Cancellation Fees.** If Service Provider incurs costs from Customer-initiated cancellation or rescheduling (including flight, hotel, transportation, or other non-refundable items), such costs are invoiced to Customer in addition to Professional Services fees.



## 7. Payment

- 7.1. **Invoicing.** Unless otherwise specified in the Referencing Agreement or Statement of Work, Service Provider will invoice Customer monthly in arrears for T&M Professional Services and in accordance with the payment schedule set forth in the applicable Referencing Agreement or Statement of Work for fixed-fee Professional Services and Bank of Hours.
- 7.2. **Payment Terms.** All invoices are due and payable within thirty (30) days of the invoice date, unless otherwise specified in the Referencing Agreement. Late payments shall bear interest at the lesser of one and one-half percent (1.5%) per month, representing an annual rate of eighteen percent (18%), or the maximum rate permitted by law.
- 7.3. **No Withholding.** Customer shall not withhold, delay, reduce, or set off any payment due to Service Provider under this Addendum for any reason, including any dispute regarding the Professional Services or Deliverables. Any disputes shall be resolved through the dispute resolution mechanisms set forth in the Agreement, and Customer's payment obligations shall continue unabated during any such dispute.
- 7.4. **No Contingencies.** Customer's obligation to pay Service Provider shall not be contingent upon Customer's issuance of a purchase order, internal budget approvals, or any other internal Customer process. Customer's failure to issue a purchase order or complete any internal process shall in no way relieve Customer of its payment obligations under this Addendum.
- 7.5. **Payment Despite Delays.** Notwithstanding any provision to the contrary, no payment to Service Provider shall be withheld, delayed, reduced, or refunded if Service Provider's inability to meet any schedule requirements is caused by Customer's failure to provide facilities, systems, resources, personnel, information, decisions, or approvals as required to perform the Professional Services.

## 8. Intellectual Property and Ownership

- 8.1. **Service Provider Ownership.** All Work Product shall be and remain the exclusive property of Service Provider. No Work Product shall be considered a "work made for hire" under applicable copyright law, and no ownership rights in any Work Product shall vest in Customer. To the extent any ownership rights in any Work Product vest in Customer by operation of law, Customer hereby irrevocably assigns, and shall cause its personnel and subcontractors to assign, to Service Provider all right, title, and interest in and to such Work Product, including all Intellectual property rights therein, free and clear of all liens, charges, hypothecs, security interests, claims, third party rights to use or acquire such Work Product or other encumbrances whatsoever, and Customer hereby waives all moral rights it may have therein, and shall cause its personnel and subcontractor engaged in the creation of any Work Product to do the same. At the Service Provider's request, Customer shall deliver any formal assignment or other document required to give effect to this Section.
- 8.2. **License to Customer.** Subject to Customer's payment of all fees due under this Addendum and the Agreement, and to Customer's compliance with the Agreement and the applicable Statement of Work, Service Provider grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide license to use, reproduce, modify, and create derivative



works of the Deliverables solely for Customer's internal business purposes and solely in connection with Customer's authorized use of Service Provider's software or services under a separate license or subscription agreement, as applicable. No rights are granted to Customer hereunder other than as expressly set forth in this Section 8.2.

- 8.3. **Service Provider Materials.** Service Provider retains all right, title, and interest in and to all Service Provider Materials. Nothing in this Addendum shall be construed as transferring any ownership of Service Provider Materials to Customer.
- 8.4. **Customer Materials.** Customer retains all right, title, and interest in and to Customer Materials. Customer grants Service Provider a non-exclusive, royalty-free license to use, reproduce, and modify Customer Materials solely as necessary to perform the Professional Services.
- 8.5. **Third-Party Products.** Customer acknowledges that in the event Service Provider provides Professional Services pertaining to any third-party products (including software, hardware, equipment, or any other material), all rights in such third-party products ("**Third-Party Rights**") are retained by the respective third party. Customer shall be required to obtain any Third-Party Rights from the respective third party directly, and any rights in the Professional Services related to such Third-Party Rights will be subject to Customer's agreement with the respective third party.

## 9. Warranties and Disclaimers

- 9.1. **Service Provider Warranty.** Service Provider warrants that it will perform the Professional Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer's sole remedy for breach of this warranty shall be, at Service Provider's option, re-performance of the non-conforming Professional Services or a refund of the fees paid for such non-conforming Professional Services. To be eligible for such remedy, Customer must notify Service Provider in writing of any alleged non-conformance within thirty (30) days of performance of the applicable Professional Services.
- 9.2. **DISCLAIMER OF WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROFESSIONAL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES OR DELIVERABLES WILL MEET CUSTOMER'S REQUIREMENTS, BE ERROR-FREE, OR ACHIEVE ANY PARTICULAR RESULTS. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY DEFECTS OR FAILURES IN DELIVERABLES TO THE EXTENT CAUSED BY CUSTOMER MATERIALS, CUSTOMER'S INSTRUCTIONS, OR CUSTOMER'S USE OF THE DELIVERABLES IN A MANNER NOT AUTHORIZED BY SERVICE PROVIDER.
- 9.3. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR PERSONAL INJURY OR DEATH CAUSED BY SERVICE PROVIDER



PERSONNEL WHILE, IF EVER, ON CUSTOMER'S SITE, SERVICE PROVIDER AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ATTORNEY'S FEES, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SERVICE PROVIDER'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO SERVICE PROVIDER UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION 9, SERVICE PROVIDER'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMISSIBLE.

- 9.4. **Third-Party Products.** Any third-party products or materials provided in connection with the Professional Services are provided "AS IS" without warranty from Service Provider.
- 9.5. **Outcome Dependencies.** Professional Services are provided to assist Customer in achieving its objectives, but outcomes depend on Customer's environment, data, participation, and third-party systems. Service Provider cannot guarantee specific results unless expressly stated in the applicable Statement of Work.

## 10. Indemnification

- 10.1. **Customer Indemnification.** Customer shall defend, indemnify, and hold harmless Service Provider and its affiliates, officers, directors, employees, and agents from and against any and all third-party claims, demands, lawsuits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:
- (a) Customer Materials, including any allegation that Customer Materials infringe or misappropriate any third party's intellectual property rights;
  - (b) Customer's use of the Deliverables in a manner not authorized under this Addendum or the Agreement;
  - (c) Customer's breach of this Addendum or the Agreement; or
  - (d) Customer's gross negligence or wilful misconduct.
- 10.2. **Service Provider Indemnification.** Subject to the limitations and exclusions set forth in this Section 10, Service Provider shall defend Customer from and against any third-party claim alleging that the Deliverables, as delivered by Service Provider and used by Customer in accordance with this Addendum and the applicable Statement of Work, infringe any third



party's patent, copyright, trademark, or trade secret rights (an "Infringement Claim"), and shall pay those damages and costs (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement approved in writing by Service Provider.

- 10.3. **Exclusions.** Service Provider shall have no obligation under Section 10.2 to the extent an Infringement Claim arises out of or relates to: (a) any specifications, designs, requirements, instructions, or other input provided or directed by Customer; (b) Customer Materials; (c) any modification of the Deliverables by any person other than Service Provider; (d) any combination, integration, or use of the Deliverables with any product, software, hardware, system, data, or service not provided by Service Provider, where the Infringement Claim would not have arisen but for such combination, integration, or use; or (e) any settlement or admission entered into by Customer without Service Provider's prior written consent.
- 10.4. **Sole Remedy.** If the Deliverables become the subject of an Infringement Claim, Service Provider may, at its sole option and expense, refund to Customer the fees actually paid to Service Provider for the affected Deliverables. This Section 10.4, together with Section 10.2, states Service Provider's sole and entire liability, and Customer's sole and exclusive remedy, with respect to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Deliverables, the Professional Services, or any Service Provider Materials.
- 10.5. **Conditions.** Service Provider's obligations under this Section 10 are conditioned on Customer: (a) promptly notifying Service Provider in writing of the Infringement Claim (provided that failure to provide prompt notice shall relieve Service Provider of its obligations only to the extent it is actually prejudiced thereby); (b) granting Service Provider sole control of the defense and settlement of the Infringement Claim; and (c) providing Service Provider, at Service Provider's expense, with reasonable cooperation and assistance in the defense of the Infringement Claim.

## 11. Hypercare

- 11.1. **Scope of Hypercare.** Hypercare covers assistance related to the delivered Professional Services only and excludes new requests, enhancements, unrelated issues, and general support not tied to the implemented solution.
- 11.2. **Hypercare Terms.** The specific duration and number of hours included in Hypercare (if any) must be stated in the applicable Statement of Work; otherwise, no Hypercare is included in the Professional Services.

## 12. General Provisions

- 12.1. **Support and Maintenance.** Service Provider shall have no support, maintenance, or enhancement obligations related to any Professional Services or Deliverables except as otherwise expressly specified in a Statement of Work or in a separate support agreement.



- 12.2. **Service Commencement.** Service Provider requires a minimum lead time of ten (10) business days following receipt of a valid purchase order (if applicable) to mobilize resources. Actual start dates are subject to resource availability and will be confirmed in writing.
- 12.3. **Independent Contractor.** Service Provider is an independent contractor, and nothing in this Addendum shall be construed to create an employment, agency, partnership, or joint venture relationship between the parties. Service Provider shall have sole control over the manner and means of performing the Professional Services, subject to the requirements set forth in the applicable Statement of Work.
- 12.4. **Subcontractors.** Service Provider may engage subcontractors to perform portions of the Professional Services, provided Service Provider remains responsible for the performance of such subcontractors.
- 12.5. **Termination for Convenience.** Either party may terminate a Statement of Work for convenience upon thirty (30) days' prior written notice to the other party. Upon any termination or expiration of a Statement of Work, Customer shall pay Service Provider for all Professional Services performed and expenses incurred through the effective date of termination, including any non-cancellable commitments made by Service Provider in reliance on the Statement of Work. Any prepaid Bank of Hours fees are non-refundable upon termination. Where the laws of the Province of Quebec are applicable, the parties expressly agree that Sections 2125 and 2129 of the Civil Code of Québec shall not apply to any Statement of Work and hereby waive any rights they may have thereunder.
- 12.6. **Survival.** The provisions of Sections 8, 9, 10, and 12 (and the incorporated provisions referenced in Section 13) shall survive any termination or expiration of this Addendum.
- 12.7. **Entire Agreement.** This Addendum, together with the applicable Referencing Agreement, any Statements of Work executed hereunder, and the incorporated provisions referenced in Section 13, constitutes the entire understanding between the parties with respect to the Professional Services and supersedes all prior negotiations, representations, and agreements relating thereto. Modifications to this Addendum must be in writing and signed by both parties.

### 13. Incorporated Terms

- 13.1 **Incorporation by Reference.** The following provisions of the Software License Terms and Conditions published at <https://www.cogep.com/license-terms-and-conditions/> ("**Software License Terms and Conditions**") are hereby incorporated by reference and shall apply to the Professional Services as if fully set forth herein:
- (a) **Section 6 (Confidentiality)** – The confidentiality obligations set forth in Section 6 of the Software License Terms and Conditions shall apply to this Addendum and all information exchanged in connection with the Professional Services. All references to "Software" in Section 6 shall be deemed to include Deliverables and Work Product, and all references to "License Agreement" or "Agreement" shall be deemed to include this Addendum.



- (b) **Section 9 (Limitation of Liability)** – The limitation of liability provisions set forth in Section 9 of the Software License Terms and Conditions shall apply to the Professional Services. For purposes of applying Section 9 to this Addendum, all references to "Support Services" shall be deemed to refer to "Professional Services," and the liability cap shall be calculated based on the fees paid by Customer for Professional Services under the applicable Referencing Agreement or Statement of Work in the twelve (12) months prior to the act that gave rise to the liability.
- (c) **Section 12 (Miscellaneous)** – The miscellaneous provisions set forth in Section 12 of the Software License Terms and Conditions (including, without limitation, provisions relating to governing law, jurisdiction, notices, assignment, and waiver) shall apply to this Addendum to the extent not inconsistent with the express terms hereof.
- 13.2 **Conflict.** In the event of any conflict between the incorporated provisions of the Software License Terms and Conditions and the express terms of this Addendum, the express terms of this Addendum shall prevail with respect to the Professional Services.
- 13.3 **Standalone Application.** This Addendum and the incorporated provisions of the Software License Terms and Conditions referenced herein constitute a complete and self-contained agreement for the provision of Professional Services. If a Referencing Agreement includes only Professional Services and does not include any software license or subscription, the Software License Terms and Conditions shall not apply to such Referencing Agreement except for the provisions expressly incorporated by reference in this Section 13.

*[End of Professional Services Addendum]*