

PROFESSIONAL SERVICES ADDENDUM

1. Professional Services.

Company will provide only the specific Professional Services described in the applicable Order Form. The parties may also execute a statement of work (“SOW”) for any such Professional Services.

2. Change Requests.

Either party may request a change to the Professional Services to be performed, and for such purpose shall submit to the other party a written notice (“Change Request”) setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the parties shall complete and execute an amendment to the existing Order Form and/or SOW.

3. License.

Company hereby grants to Customer a non-exclusive, non-transferable license to use any deliverable developed by Company in the performance of Professional Services and delivered to Customer (each, a “Deliverable”), upon Customer’s payment in full of all amounts due, solely in conjunction with, and consistent in scope with, Customer’s permitted use of the Subscription Services under the Agreement. Upon termination of the Agreement for any reason, or upon termination of the applicable Order Term for the Subscription Services that the Deliverables are used in conjunction with, Customer’s license to the Deliverables will immediately terminate. Deliverables are Company’s Confidential Information. Boston Logic may incorporate the Deliverables in future releases of any of its Subscription Services or Professional Services.

4. Staffing.

Company shall have sole discretion regarding staffing for the Professional Services, including the assignment or reassignment of its Services personnel. In addition, Company may, at Company’s sole responsibility, retain one or more sub-contractors to provide all or a portion of the Professional Services. Company shall be responsible for all actions of its subcontractors in the performance of Professional Services hereunder. Company’s employees are valuable business assets, and Customer agrees that during the term of the Agreement and for a period of one (1) year thereafter, it shall not solicit any employee that has performed work under this Agreement to terminate their employment with Company.

5. Limited Warranty.

Company warrants that any Professional Services provided hereunder shall be provided in a competent manner in accordance with any specifications set forth in the Order Form or SOW (as the case may be), in all material respects. If the Professional Services are not performed as warranted, then, upon Customer’s written request, Company shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to Customer. Such warranty shall only survive for sixty (60) days following the completion of the applicable Professional Services. Such re-performance shall be Customer’s exclusive remedy and Company’s sole liability for any such non-performance. If, however, after repeated efforts, Company is unable to remedy such defect, then Customer’s sole remedy and Company’s entire liability shall be to refund to Customer any amounts previously paid by Customer for the particular deficient Professional Services (it being acknowledged that the refunded portion shall only be for the actual deficient Professional Services and not any other portion of the Professional Services).