

3Data Professional Services Addendum

This Addendum sets forth the terms and conditions applicable to professional services (the “**Professional Services**”) to be performed by 3Data for Customer with respect to the Product(s) for which Customer has a subscription under the Agreement.

1. PROFESSIONAL SERVICES Professional Services provided by 3Data may consist of any of the following:

1.1. BI Consulting Services “**BI Consulting Services**” consist of the services of a 3Data Business Intelligence Consultant (“**BIC**”) to provide guidance with respect to data analytics.

1.2. Development Services “**Development Services**” consist of the services of a Professional Services Engineer (“**PSE**”) for development of product extensions or other code related to or for use with the Product.

1.3. Onboarding Services “**Onboarding Services**” consist of assistance by 3Data personnel with the initial implementation of the Product, including some or all of the following: Guidance regarding planning Product deployment, virtual command center design, connecting data sources, data modeling, etc. Unless otherwise expressly agreed by the parties in writing, Onboarding Services that are included in a Sales Order at no additional cost are provided remotely.

1.4. Project Management Services “**Project Management Services**” consist of the services of a Project Manager (“**PJM**”) to act as a primary point of contact and to coordinate on communications, schedules and scoping of the project contemplated by an SOW and the prosecution by the parties of their respective responsibilities under such SOW.

1.5. Solution Architecture Services “**Solution Architecture Services**” consist of the services of a 3Data Solution Architect (“**SA**”) to provide guidance with respect to such areas as architecture design and implementation, upgrades, backup and recovery plans, performance load testing and analysis, and other platform and infrastructure topics relating to the Product.

1.6. Strategy Consulting Services “**Strategy Consulting Services**” consist of consulting services relating to the development of analytics business strategies.

1.7. Technical Support Consulting Services “**Technical Support Consulting Services**” shall consist of consulting services provided by a Technical Support Consultant (“**TSC**”) in support of implementation of various functionalities of the Product, such as system setup and configuration (SSO, SSL, AD, supported data connectors), multi-node setup and configurations (for supported deployment models) and Update and Version implementation.

1.8. Training “**Training**” consists of in-person or remote training services that are provided by 3Data on a standard or tailored basis to customers.

2. SCOPE

2.1. Scope 3Data will perform the Professional Services and deliver the software and/or documents specified as deliverables in the applicable SOW for Development Services (the “**Deliverables**”) or the Materials (as defined in Section 5) provided through Professional Services other than Development Services in accordance with the requirements in the SOW, or if no SOW is executed, then in the applicable Sales Order.

2.2. Changes At any time prior to completion of the Professional Services under an SOW or Sales Order, Customer may request or 3Data may recommend modifications to the SOW or Sales Order. 3Data will advise Customer of the likely impact of any such change, including any effect on the fees and time for completion of the Professional Services. The parties will respond in writing or will meet to discuss any such proposed changes as soon as practicable, but neither party will be obligated to agree to any such change, and until such time as

any change is agreed to in a writing specifying, inter alia, any change to the fees, time for completion or completion criteria, 3Data will continue to provide the Professional Services as if such change had not been requested or recommended.

2.3. Resources. 3Data will provide appropriately qualified personnel to perform the Professional Services and will use commercially reasonable efforts to minimize changes in such personnel. 3Data reserves the right to engage independent contractors to perform some or all of the Professional Services, provided that 3Data remains responsible for the performance of the Professional Services in accordance with these Services Terms.

3. PAYMENT

3.1. Payment. In consideration for the Professional Services and Deliverables, Customer will pay 3Data the fees specified in the applicable Sales Order and/or SOW.

3.2. Expenses. Unless otherwise specified in the applicable SOW or Sales Order, Customer will reimburse 3Data for all reasonable expenses incurred by 3Data in performing the Professional Services, including travel, lodging, per-diem and out of pocket expenses, subject to Customer's pre-approval. In general, expenses will only be incurred for provision of the Professional Services at locations other than 3Data's offices, as agreed by 3Data and Customer.

3.3. Invoices. Unless otherwise specified in the applicable Sales Order or SOW, 3Data shall submit invoices on a monthly basis for all fees, charges and expenses relating to the performance of the Professional Services under the Sales Order or SOW. Payments shall be made in U.S. Dollars, or, if different, the applicable currency as set forth in the Sales Order or SOW, within thirty (30) days of receipt of invoice. Unless otherwise specified in the applicable Sales Order or SOW, the payment terms and conditions shall be as set forth in the Payment Terms provision of the Agreement.

4. SECURITY AND PRIVACY. In general, the parties agree that 3Data will not be provided access to any actual data processed by the Customer through use of the Product ("**Customer Data**"), whether by way of transfer of Customer Data to 3Data's systems, access to Customer's systems or exposure to Customer Data through shared screens, screen shots, etc., other than sample, hashed or anonymized data used for development and testing purposes. If and to the extent it is agreed by the parties that Customer will grant 3Data access to Customer Data, 3Data shall employ and maintain commercially reasonable safeguards to protect the security and confidentiality of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing unauthorized access to or disclosure of Customer Data. 3Data will not use or disclose Customer Data except (a) as required to provide Support Services, (b) as required by law, or (c) as Customer expressly permits 3Data in writing. Unless 3Data specifically agrees otherwise, the protection obligation stated in this Section 4 is 3Data's exclusive data protection obligation with respect to Customer Data. Customer shall be solely responsible for ensuring that granting 3Data access to Customer Data as set forth in this Section 4 does not violate applicable laws governing the use of Customer Data, including but not limited to the rights of data subjects whose information is included in the Customer Data. If required, Customer shall be responsible for removing or redacting data subject to security restrictions or anonymizing personally identifiable information.

5. OWNERSHIP

5.1. Deliverables. Unless otherwise expressly provided in the applicable SOW, all Deliverables and all intellectual property rights in the Deliverables will be the sole and exclusive property of 3Data, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Professional Services are used or licensed. No work product of 3Data shall be construed as or deemed to be a "work made for hire". Accordingly, Customer acknowledges that 3Data retains sole and exclusive ownership of all right, title and interest to all Deliverables. 3Data shall own all rights in any copy, translation, modification, adaptation or derivation of the Deliverables, including any improvement or development thereof. At no time will Customer dispute or contest 3Data's exclusive ownership rights in any Deliverables. Notwithstanding the above, 3Data grants to Customer a non-exclusive license in the Deliverables which shall be on the same terms and subject to

the same limitations as the license granted to Customer under the Agreement for the Product. In addition, unless otherwise agreed in the applicable SOW, no Deliverables shall be supported by 3Data under the Support Services unless the SOW specifies that 3Data will certify such Deliverables as eligible for Support Services.

5.2. Materials 3Data may furnish Customer with reports, analyses or other such materials (the "**Materials**"). Customer understands and agrees that any such Materials will be furnished solely for its internal use and may not be furnished in whole or in part to any other person other than its directors, officers, employees or advisors without the prior written consent of 3Data.

Customer acknowledges that 3Data may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the Materials and processes developed in performing the Professional Services, and nothing contained herein precludes 3Data from developing or disclosing such materials and information provided that the same do not contain or reflect Customer Confidential Information.

With respect solely to Materials provided as a result of performance of Strategy Consulting Services, Customer shall have a perpetual, irrevocable, nontransferable, paid-up right and license to use and copy such Materials and prepare derivative works based on such Materials for its internal use, subject to the terms of this Section. All other rights in such Materials, excluding any Confidential Information of Customer, remain in and/or are assigned to 3Data.

5.3. Cooperation The parties will cooperate with each other and execute such other documents as may be appropriate to achieve the objectives of this Section.

6. WARRANTY

6.1. Warranty 3Data warrants that it shall use commercially reasonable efforts in performing the Professional Services.

6.2. Disclaimer 3DATA SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO THE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OF THE PROFESSIONAL SERVICES OR ANY DELIVERABLES AND ALL OTHER REPRESENTATIONS, STATUTORY OR OTHERWISE ARE EXCLUDED.

7. TERM AND TERMINATION

7.1. Term These Services Terms will remain in effect throughout the term of the Agreement.

7.2. Termination An SOW or performance of Professional Services hereunder may be terminated without prejudice to any other rights or remedies under these Services Terms or in law, in any one of the following events: (i) by 3Data for non-payment of fees when due or owing; (ii) by either party if the other party commits a material breach of these Services Terms or such SOW and fails to remedy such breach within thirty (30) days after having been given written notice to do so; or (iii) by either party if the other party is unable to pay its debts as they become due, commits an act of bankruptcy, becomes bankrupt, goes or is put into liquidation or if a receiver is appointed over any part of such other party's assets. Each SOW shall expire upon completion of the Professional Services specified therein unless otherwise specified therein. Termination of this Agreement will not discharge either party from performing any obligations or from payment of any sums already due or arising by reason of the termination.

8. PRIORITY. In the event of a conflict between or among these Services Terms, a Sales Order, an SOW and/or the Agreement, the following order of precedence will apply:

1. The SOW will supersede all other documents with respect to that SOW only.
2. The Sales Order will supersede all other documents except for the SOW, but with respect to that Sales Order only.
3. The Service Terms.
4. The Agreement.