



PROFESSIONAL SERVICES ADDENDUM

1. DEFINITIONS.

“*NEOED Intellectual Property*” shall have the meaning set forth in the Agreement.

2. PROFESSIONAL SERVICES PROVISIONS.

2.1 Description of Professional Services. NEOED will provide the professional services to Customer as described in the applicable Order Form and/or Statement of Work which may include the following: training, set-up, implementation, Insight consultation, and/or assessment of and best practices concerning the SaaS Applications (“Professional Services”). Professional Services for initial product implementation or new user training purchased by a new Customer must be utilized within ninety (90) days of the Go-Live date for such products. Training and assessment services purchased by Customers after the Go-Live date must be used within ninety (90) days of the applicable Order Form or SOW, provided that for training related to Insight assessment the training hours must be used within ninety (90) days of the assessment completion date.

2.2 Customer’s Obligations. Customer agrees to provide assistance, cooperation, information, equipment, and data reasonably necessary to enable NEOED to perform the Professional Services (collectively, “*Customer Cooperation*”). Customer acknowledges that NEOED’s ability to provide Professional Services as set forth herein may be affected if Customer does not provide Customer Cooperation.

2.3 Project Management. Each party shall designate a project manager who shall work together with the other party’s project manager to facilitate the efficient delivery of the Professional Services.

2.4 Change Order. In order to change the description of Professional Services under a Statement of Work, Customer will submit a written request to NEOED specifying the proposed changes in detail and NEOED will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change. NEOED will continue performing the Professional Services in accordance with this *Addendum* and the applicable Statement of Work until the parties agree in writing on the change in scope of work, scheduling, and fees. NEOED shall not be responsible for a delay in the performance of the Services resulting from such change order.

2.5 Proprietary Rights. NEOED shall own and retain all right, title and interest in and to the NEOED Intellectual Property and/or any and all derivatives, enhancements or modifications to the NEOED Intellectual Property, and all intellectual property and proprietary rights worldwide relating thereto. NEOED grants to Customer, for Customer’s internal business purpose only, a non-exclusive, non-transferable, royalty-free license to use such NEOED Intellectual Property solely in connection with Customer’s use of the services; provided, however, that the forgoing license does not include the right to modify, reverse engineer or otherwise alter the NEOED Intellectual Property or develop, offer or otherwise provide any product or service intended to replace or otherwise compete with the Services provided by NEOED in the Statement of Work.

2.6 Warranty. NEOED warrants for 90 days from the performance of any Professional Services by NEOED that such Professional Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must report in writing any breach of this warranty to NEOED during the relevant warranty period, and Customer’s exclusive remedy and NEOED’s entire liability for any breach of such warranty shall be the reperformance of the nonconforming Professional Services, or if NEOED is unable to perform the Professional Services as warranted, Customer shall be entitled to a refund of the fees paid to NEOED for the nonconforming Professional Services.

2.7 Acceptance. Customer must notify NEOED in writing within ten days of the delivery of the Professional Services that Customer believes such Professional Services are nonconforming, otherwise such Professional Services will be deemed to have been accepted by Customer. Customer’s exclusive remedy and NEOED’s entire liability for any nonconformance of the Professional Services shall be the reperformance of the nonconforming Professional Services, or if NEOED is unable to perform the Professional Services to be conforming, Customer shall be entitled to a refund of the fees paid to NEOED for the nonconforming Professional Services.

3. PAYMENT PROVISIONS.

3.1 Fees. Professional Services shall be provided under this *Addendum* at the rates set forth in the applicable Statement of Work or Order Form.

3.2 Payment Type. Unless otherwise stated in an applicable Order Form or Statement of Work, the Professional Services are provided on a fixed fee basis. Customer shall pay NEOED the fees stated in the applicable Statement of Work or Order Form plus all pre-approved travel and living expenses (“*Expenses*”).