

## PROFESSIONAL SERVICES ADDENDUM

## 1. DEFINITIONS.

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

## 2. PROFESSIONAL SERVICES PROVISIONS.

**2.1 Description of Professional Services.** NEOGOV will provide the Professional Services to Customer as described in the applicable Order Form and/or Statement of Work.

**2.2 Customer’s Obligations.** Customer agrees to provide assistance, cooperation, information, equipment, and data reasonably necessary to enable NEOGOV to perform the Professional Services (collectively, “*Customer Cooperation*”). Customer acknowledges that NEOGOV’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 NEOGOV specifying the proposed changes in detail and NEOGOV will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change. NEOGOV 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. NEOGOV shall not be responsible for a delay in the performance of the Services resulting from such change order.

**2.5 Proprietary Rights.** NEOGOV shall own and retain all right, title and interest in and to the NEOGOV Intellectual Property and/or any and all derivatives, enhancements or modifications to the NEOGOV Intellectual Property, and all intellectual property and proprietary rights worldwide relating thereto. NEOGOV grants to Customer, for Customer’s internal business purpose only, a non-exclusive, non-transferable, royalty-free license to use such NEOGOV 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 NEOGOV Intellectual Property or develop, offer or otherwise provide any product or service intended to replace or otherwise compete with the Services provided by NEOGOV in the Statement of Work.

**2.6 Warranty.** NEOGOV warrants for 90 days from the performance of any Professional Services by NEOGOV 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 NEOGOV during the relevant warranty period, and Customer’s exclusive remedy and NEOGOV’s entire liability for any breach of such warranty shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services as warranted, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Professional Services.

**2.7 Acceptance.** Customer must notify NEOGOV 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 NEOGOV’s entire liability for any nonconformance of the Professional Services shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services to be conforming, Customer shall be entitled to a refund of the fees paid to NEOGOV 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 NEOGOV the fees stated in the applicable Statement of Work or Order Form plus all pre-approved travel and living expenses (“*Expenses*”).