

This Professional Service Services Schedule ("**Professional Services Schedule**") provides additional terms and conditions under which Client has elected to purchase certain professional services ("**Professional Services**") from Datapipe as more particularly described within Exhibit "A" - Statement of Work to this Professional Services Schedule ("**Statement of Work**" or "**SOW**") and Order Form(s).

ADDITIONAL GENERAL TERMS AND CONDITIONS:

1. DEFINITIONS.

"Change Request Commencement Date" means the commencement date set forth and identified as such on any Change Request Form.

"Change Request Expiration Date" means the expiration date set forth and identified as such on any Change Request Form.

2. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY THEORY OF LIABILITY INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, CONTENT OR BUSINESS INFORMATION, LOSS OF TECHNOLOGY, RIGHTS OR SERVICE, ANTICIPATED OR LOST REVENUE OR SAVINGS, LOSS OF CUSTOMERS OR CLIENTS, LOST PROFITS, LOST GOODWILL, LOST BUSINESS OR REPLACEMENT GOODS OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT OR ANY LOSS THAT COULD HAVE BEEN AVOIDED BY SUCH PARTY'S USE OF REASONABLE PRECAUTIONS OR DILIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER ARISING UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR BREACH OF WARRANTIES.

UNLESS OTHERWISE SPECIFIED IN THE CALL OFF AGREEMENT, THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY OR ITS SUPPLIERS, CONTRACTORS AND SUBCONTRACTORS ARISING OUT OF OR RELATING TO THE SERVICES FOR ANY REASON WHATSOEVER (INCLUDING WITHOUT LIMITATION ANY PERFORMANCE OR NON-PERFORMANCE HEREUNDER, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL IN NO EVENT EXCEED THE GREATER OF THE FOLLOWING:

- THE PRODUCT OBTAINED BY MULTIPLYING SIX (6) TIMES THE INITIAL MONTHLY SERVICE FEE PAYABLE (WHETHER PAID OR PAYABLE) BY CLIENT TO DATAPIPE; OR
- THE TOTAL AMOUNT PAID BY CLIENT TO DATAPIPE UNDER THE CALL OFF AGREEMENT DURING THE TWELVE MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

THE ABOVE LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHEN THE CLAIM OR CLAIMS GIVING RISE TO SUCH LIABILITY OR LIABILITIES SHOULD OCCUR. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO EITHER PARTY'S CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER THE CALL OFF AGREEMENT. RATHER, THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO ITS CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT TO DATAPIPE UNDER THE CALL OFF AGREEMENT DURING THE THREE (3) YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM;

DESPITE ANY LIMITATIONS SET FORTH IN THIS SECTION, CLIENT SHALL BE LIABLE FOR ALL SUMS DUE OR PAYABLE UNDER THE CALL OFF AGREEMENT FOR THE SERVICE PROVIDED, REGARDLESS OF AMOUNT, TOGETHER WITH ANY ADDITIONAL FEES, ATTORNEY FEES AND/OR COSTS THAT MAY BE INCURRED BY DATAPIPE.

3. COOPERATION.

Datapipe agrees in good faith to achieve completion of the Professional Services in a timely and professional manner. Datapipe shall bear no liability or otherwise be responsible for delays in the provision of Professional

Services or any portion thereof caused solely by a failure by Client to timely to complete a task/obligation that is expressly set forth as Client's responsibility in an SOW or due to a Force Majeure event.

4. CHANGES TO STATEMENT OF WORK.

Services or Deliverables (if applicable and as defined below) not specifically set forth in Exhibit "A" to this Professional Services Schedule are considered out of scope. If Client wishes to change the scope or performance of the Professional Services outlined in the SOW, Client shall submit details of the requested change in writing and sign a Change Request Form as described in Exhibit "B" to this Professional Services Schedule. Datapipe shall, within a reasonable time after such request, provide a written estimate to Client of:

- The likely time required to implement the change;
- Any necessary variations to the Monthly Service Fee, Non-Recurring Fee, fees and other charges for the Professional Services arising from the change;
- The likely effect of the change on the Professional Services; and
- Any other impact the change might have on the performance of the Professional Services.

Promptly after receipt of the written estimate, the Parties agree to execute a Change Request Form as outlined in Exhibit "B" to this Professional Services Schedule pertaining to such change(s). Neither Party shall be bound by any change unless the Change Request Form is mutually agreed upon and signed by both Parties. Requests for any Professional Services not included in the SOW may require an additional SOW with fees based on then-current Datapipe rates at the time of purchase.

5. SCHEDULE OF RATES FOR PROFESSIONAL SERVICES.

The Professional Services will be delivered and billed on a time and materials basis, which correspond to the size of the engagement, the details of which will be specified on the applicable Order Form or Change Request Form.

6. RIGHTS IN DELIVERABLES.

(a) Deliverables. "**Deliverables**" means all works of authorship including, without limitation, software (in object and source code), documentation, notes, records, drawings, designs, inventions, improvements, developments, discoveries, databases, information, physical and electronic materials, and trade secrets, as well as all derivatives and modifications thereof and thereto, conceived, made or discovered by Datapipe, and which are created or provided to Client in connection with a SOW, in whatever form or medium captured.

(b) Ownership. Subject to Datapipe's rights in Datapipe Information and Datapipe Derivative Work, as each are defined below, all Deliverables created and provided to Client by Datapipe under a SOW will, upon final payment, become the exclusive property of Client. Datapipe and its employees or sub-contractors assigned hereunder assign and grant to Client all right, title, and interest, including all patent, copyright, trade secret and other intellectual property rights (including the right to prepare and exploit derivative works), in and to the Deliverables. Any inventions, designs, intellectual property or other derivative works of Datapipe Information (as defined below) will vest in and be the exclusive property of Datapipe ("**Datapipe Derivative Work**"). Any inventions, designs, intellectual property or other derivative works of Client Information (as defined below) will vest in and be the exclusive property of Client ("**Client Derivative Work**").

(c) Pre-Existing Work. Any pre-existing proprietary or Confidential Information of Datapipe or its licensors used to perform the Professional Services, or included in any Deliverables, including, but not limited to Service Components, software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or otherwise, including Datapipe Derivative Work will remain the exclusive property of Datapipe and its licensors (collectively, "**Datapipe Information**"). Any pre-existing proprietary or Confidential Information of Client or its licensors, including but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or otherwise, including Client Derivative Work provided to Datapipe by Client will

remain the exclusive property of Client or its licensors ("**Client Information**"). For the purposes of this Professional Services Schedule, Datapipe Information and Client Information will be deemed Confidential Information.

(d) Retention. Client acknowledges that Datapipe provides similar services to other customers and that nothing in this Professional Services Schedule or a SOW will be construed to prevent Datapipe from carrying on such business, subject to the provisions in this Section 4. Client acknowledges that Datapipe may develop, use, market, distribute and license deliverables substantially similar to the Deliverables. Notwithstanding the preceding sentence, Datapipe agrees it will not market or distribute any deliverables that include the Confidential Information of Client, the Deliverables, Client Derivative Work or Client Information.

(e) License Grant. Datapipe grants Client a perpetual, worldwide, irrevocable, royalty-free, non-exclusive license, with the right to grant sublicenses, to access and use: (i) Datapipe Information, to the extent such information is necessary to utilize the Professional Services or incorporated into any Deliverables; and (ii) Service Components in the format provided by Datapipe, for use on systems under Client's control, solely in connection with the Professional Services for which such Service Components are provided. Client hereby grants Datapipe a limited, non-exclusive, non-transferable license, to access and use, in accordance with the SOW and solely for Datapipe's internal business purposes, Client Information, to the extent such information is necessary to provide the Professional Services or provide the Deliverables.

A. TERM AND SCOPE OF PROFESSIONAL SERVICES

This SOW is effective as of the date of execution by the last Party indicated on the signature block above in this Professional Services Schedule, and will automatically terminate upon delivery of the Professional Services, unless earlier terminated by Client. Should Client wish to terminate this SOW, Client must provide Datapipe with at least fourteen (14) days' prior written notice. Upon any termination, Client will pay Datapipe for all Professional Services already performed and completed, together with all Expenses (as defined in Section J herein) incurred through the effective date of the termination subject to Section J below. Datapipe will perform the Professional Services as described within this SOW, however, Datapipe is not obligated to provide any services beyond the scope of this SOW.

B. PROJECT OVERVIEW

[Insert scope statement, project objectives. Include what is in scope and what is out of scope]

C. TIMELINE AND APPROACH

The Professional Services project described in this SOW is expected to be complete in weeks.

ANTICIPATED PROJECT APPROACH

[Insert description of overall ProServ approach and detailed description of Phase that is the focus of the SOW; Include activities per phase]

Phase: Assess (This SOW)

- [activity a]
- [activity b]

Phase: Architect (This SOW) – If Applicable

- [activity a]
- [activity b]

PROJECT MANAGEMENT APPROACH

- Weekly project management status meetings
 - [Add specific project detail]
- Budget tracking
 - [Add specific project detail]
- Change management (See Form in later section)

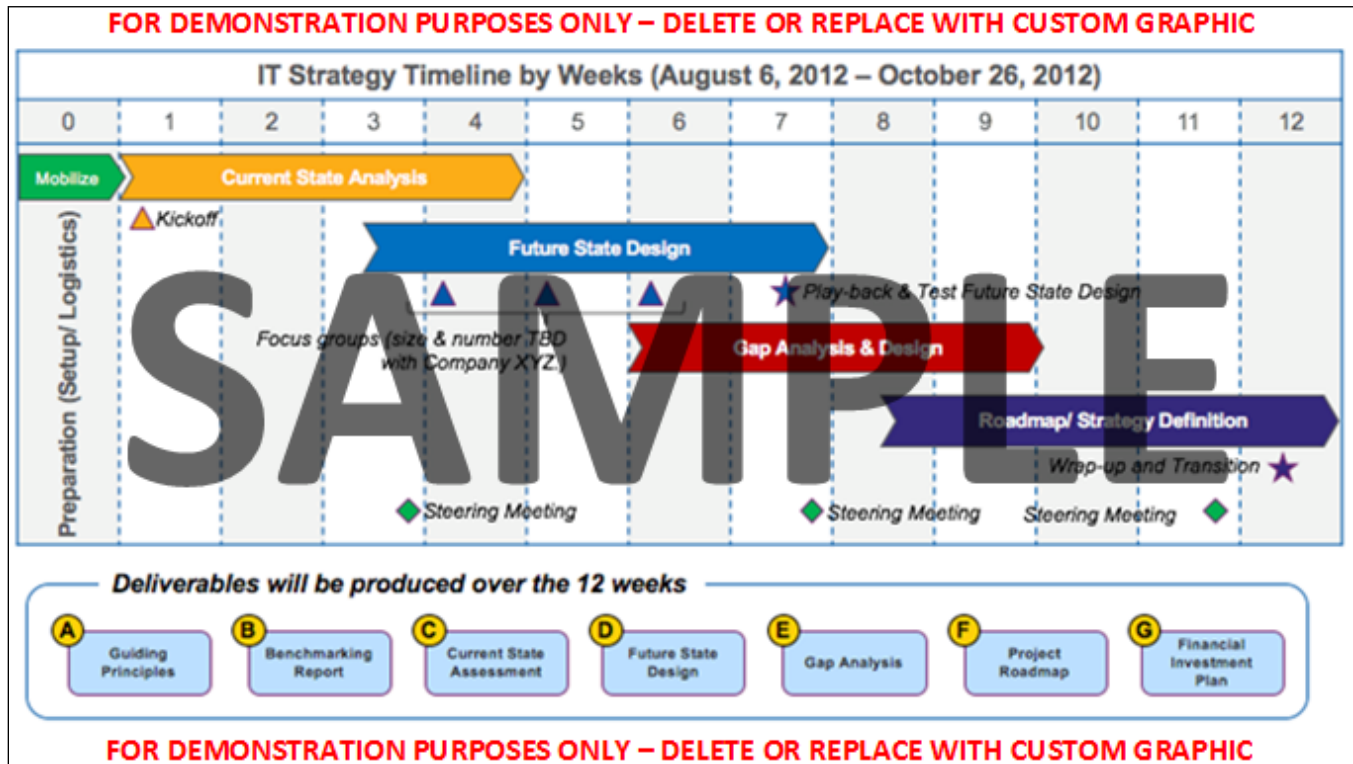
D. DELIVERABLES

[This section is used to describe the deliverables that will be produced, not the work products]

PHASE		DELIVERABLE	DESCRIPTION
1.			
2.			
3.			
4.			
5.			

SCHEDULE OF ACTIVITIES AND DELIVERABLES

[Diagram of weekly activities by phase, example below – to be deleted and replaced – only show phases included in the SOW]



E. TOOLS

[Describe any tools used during this phase, include any licensing requirements and point to costs in order form]

F. RISKS

[This section should describe risks to delivery of project, these may include tool, resource, timeline, dependency risks]

RISK	IMPACT	PROBABILITY	MITIGATION STRATEGY	OVERALL RISK LEVEL
[Describe the risk event]	[Describe what will happen if the risk actualizes]	[High/ Medium/ Low]	[Describe how to mitigate the risk]	[High/ Medium/ Low based on combination of impact and probability]

G. ASSUMPTIONS

The following assumptions will apply to all Professional Services provided under this SOW:

- [Additional assumptions may be added here]
- Datapipe provides assessment and advisory services (e.g., high-level analysis, design, planning) and **not production-ready code or operations services**.
- This SOW is on a Time and Materials basis. Datapipe will only bill for hours utilized.
- Any sample code and documentation provided by Datapipe under this SOW are provided for illustration purposes only, and are subject to the terms of the Framework Agreement and the Professional Services Schedule. Client is responsible for deploying, testing, and supporting any sample code provided by Datapipe under this SOW. Datapipe represents that it has the right to provide the sample code and documentation that it provides under this SOW.
- Datapipe is not required to perform any business application development in connection with the Professional Services.
- Datapipe will make commercially reasonable efforts to meet the proposed project timeline. Client will provide a single point of contact for the project and will assist with tracking of project timelines and communications along with any information requested from Datapipe. Client will only incur additional fees due to delays caused solely by Client.
- Client shall promptly respond to reasonable Datapipe requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Datapipe to perform the Professional Services.
- Datapipe shall maintain full control and responsibility over the resources assigned to the Professional Services projects.
- For the avoidance of doubt, all Professional Services are subject to the prior written approval of Datapipe and Client, and will be provided at a mutually agreed upon time and location (provided that Datapipe receives no less than 5 business days advance notice of any request for Professional Services under this SOW unless otherwise mutually agreed upon by the Parties in writing).
- Certain Professional Services may be provided on-site at Client's facilities, as may be agreed upon by Datapipe and Client in writing. All other Professional Services will be provided remotely, or at such other locations as may be agreed upon by the Parties.
- Level of detail of the Deliverables with respect to the activities listed above may vary, subject to Client's approval, dependent upon: size of engagement, complexity of environment, analysis, scheduled activity time allocation, unexpected delays and access to existing information and individuals.
- Client will provide Datapipe with reasonable access to appropriate personnel, materials, facilities, workspace, documentation, systems, technology, technical assistance, and internet access as may be requested by Datapipe in connection with the Professional Services, in each case subject to Client's prior approval.
- Datapipe will work under the ongoing direction of Client, and Client will allocate appropriate resources (in Client's discretion) to facilitate Datapipe's delivery of the Professional Services.
- Client shall obtain and maintain all necessary licenses and consents, and both Parties shall comply with all applicable laws in relation to the Professional Services.

- Client shall be responsible for the content, accuracy, and completeness of information and data provided by Client to Datapipe.
- Datapipe shall be responsible for the content, accuracy, and completeness of information and data provided by Datapipe to Client.

H. STAFFING

Datapipe reserves the right to assign any suitably skilled resource(s) available during the mutually agreed upon dates the Professional Services are to be provided. Datapipe is not obligated to provide a specific Datapipe resource or third party resource under this SOW. All resources assigned by Datapipe to provide the Professional Services shall perform their work in a professional and workmanlike manner and shall maintain full compliance with all technical standards and follow industry and generally accepted standards and all applicable laws, rules, regulations and ordinances. Datapipe shall obtain Client's written approval for any third parties Datapipe wishes to use in the performance of the Professional Services.

I. ADDITIONAL REQUIREMENTS

Datapipe recommends Client back up its technical and physical environment, which shall include, without limitation: (a) servers; (b) networks; (c) storage; (d) power; (e) lighting; (f) air-conditioning / heating and perform maintenance of such technical and physical environment prior to the commencement of performance of the Professional Services by Datapipe. Client acknowledges and agrees that such back up and maintenance of Client's technical and physical environment is Client's sole responsibility and Datapipe shall have no liability with respect to such back up and maintenance of Client's technical and physical environment except to the extent any losses and/or damages are caused by Datapipe.

J. OTHER EXPENSES

In addition to the fees and charges as set forth in the General Terms and this SOW, actual travel and lodging Expenses related to delivery of Professional Services will be billed along with associated consulting time, as set forth in this Professional Services Schedule. Datapipe shall, promptly upon written request, provide receipts and supporting data for any and all such Expenses. "**Expenses**" means those reasonable out-of-pocket expenses incurred by Datapipe in connection with its performance hereunder (including the actual costs for travel, lodging and miscellaneous expenses, and/or daily and hardship allowances, incurred in accordance with the provisions agreed upon in this SOW). Billable Expenses will not exceed 15% of the overall project fees as stated above without the prior written authorization of Client.



Exhibit B to Professional Services Schedule Change Request Form

ACCOUNT INFORMATION	
Client Name	
Client Account ID	
Project Name	
Statement of Work ID	
Order Form ID	
MSA ID	
Change Request Effective Date	The date of execution by the last Party indicated on the signature block below.

PROFESSIONAL SERVICES – CHANGE REQUEST	
Requested By:	
Service Term: The period between the Change Request Commencement Date and Change Request Expiration Date specified herein.	
Change Request Commencement Date: As of the Change Request Effective Date.	
Change Request Expiration Date: (#) months following the Change Request Form Commencement Date.	
Monthly Recurring Fee: <\$, £, ¥, HK\$, S\$>	
Non-Recurring Fee: <\$, £, ¥, HK\$, S\$>	
DESCRIPTION OF CHANGE REQUEST	
CHANGE IMPACT	
SCHEDULE CHANGES	
SCHEDULE OF RATES	
COST CHANGES	
ESTIMATE	COST OF TIME AND MATERIAL