

PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Master Subscription Agreement (the "Agreement") between Dude Solutions, Inc. ("DSI") and Subscriber, as defined in the Agreement. This Addendum applies only to the extent that Subscriber and DSI execute an Order Form which includes a Statement of Work ("**SOW**") for the provision of Professional Services to be provided by DSI for Subscriber.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM OR BY OTHERWISE ACCESSING AND USING THE PROFESSIONAL SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

1. DEFINITIONS.

1.1 "Deliverable" means a deliverable under an SOW or Order Form.

1.2 "SOW" means a statement of work describing Professional Services to be provided hereunder, that is entered into between Subscriber and DSI or which is incorporated into an Order Form that is entered into between Subscriber and DSI. A DSI Affiliate that executed an SOW with Subscriber will be deemed to be DSI as such term is used in this Agreement. SOWs or Order Forms are deemed incorporated herein by reference.

All other capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.

2. PROFESSIONAL SERVICES.

2.1 Scope. DSI will provide such Professional Services and supply Deliverables to Subscriber in accordance with the terms of the Agreement and all applicable SOWs or Order Form. Unless otherwise specified in an applicable SOW or Order Form: (i) DSI will perform the Professional Services based on the schedule set forth in the SOW; (ii) any estimate of hours or cost are reasonable and good faith estimates only; and (iii) each task is performed as firm fixed price work. DSI shall only be obliged to supply Professional Services as expressly set forth in the SOW and shall not be obliged to supply any Professional Services and/or Deliverables until both Parties have approved the applicable SOW.

2.2 Unused Professional Services. Unless otherwise specified in the applicable SOW, an unused order for Professional Services will expire 12 months from the date of order, and Subscriber will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

2.3 Relationship to Other Services. The Addendum is limited to Professional Services and does not convey any right to use any other DSI Services. Subscriber agrees that Professional Services is not contingent on the delivery of any future Service functionality or features other than Deliverables, subject to the terms of the applicable SOW or Order Form, or on any oral or written public comments by DSI regarding future Service functionality or features.

2.4 Subscriber Cooperation. Subscriber will cooperate reasonably and in good faith with DSI in its performance of Professional Services by: (i) providing access to Subscriber Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable DSI to perform its obligations under the SOW or Order Form, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Subscriber may result in additional applicable charges for resource time.

2.5 Acceptance. Any Deliverables shall be described in the SOW or Order Form. Unless otherwise specified in the applicable SOW, Deliverables will be considered accepted upon written notice thereof (e-mail sufficient) from Subscriber or two (2) business days from delivery if Subscriber has not first provided written notice of rejection, provided

Subscriber may only reject Deliverables to the extent that they materially fail to conform to their specifications set forth in the SOW. To be effective pursuant to the preceding sentence, notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection, DSI may revise and redeliver the Deliverable, and thereafter the procedures of this Section will repeat.

3. FEES & PAYMENT TERMS.

3.1 Payment. Subscriber will pay DSI the fees specified in each SOW or Order Form contained therein. Unless the SOW or Order Form provides otherwise, Subscriber will pay DSI within thirty (30) calendar days from the date of invoice.

3.2 Incidental Expenses. Subscriber will reimburse DSI for travel and out-of-pocket expenses incurred in connection with Professional Services. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, DSI will not exceed such estimate without the written consent of Subscriber.

4. TERM AND TERMINATION.

4.1 Term. Each SOW Term shall begin on the effective date specified in the applicable SOW or Order Form and end on the date that the Professional Services are completed. Unless earlier terminated as set forth below, the terms of this Addendum will continue until termination or expiration of the applicable SOW. Termination shall be in accordance with the Agreement.

4.2 Termination. Either party may terminate a SOW or these PS Terms for the other's material breach of such SOW or PS Terms, as applicable, on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the SOW will not terminate. Additionally, all SOWs will immediately terminate upon termination or expiration of the Agreement.

4.3 Effect of Termination. Upon termination of a SOW: (1) if such SOW provides for an hourly or per unit fee, Subscriber will pay DSI such fee for the work performed up to the date of termination; and (2) if the SOW provides for a fixed fee, Subscriber will pay DSI the reasonable value of the Professional Services rendered by DSI up to the termination date. Termination of a SOW for any reason, including without limitation breach, will not terminate any other SOW.

5. PROPRIETARY RIGHTS AND LICENSES.

5.1 Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information.

5.2 Subscriber Data. Subscriber does not grant to DSI any rights in or to Subscriber's intellectual property except such licenses as are required for DSI to perform its obligations under the Agreement.

5.3 License for Deliverables. Upon payment of fees due under an applicable SOW or Order Form, DSI grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of DSI's Services any Deliverables created by DSI solely for Subscriber under this Agreement. DSI and Subscriber each retain all right, title and interest in their respective Intellectual Property and DSI retains all ownership rights in the Deliverables.

6. WARRANTY.

DSI represents and warrants that all Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 5, Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

7. DISCLAIMER.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DSI AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE DELIVERABLES

OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DSI DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE DELIVERABLES OR THE RESULTS SUBSCRIBER MAY OBTAIN BY USING THE DELIVERABLES. IN PARTICULAR, DSI DOES NOT WARRANT UNINTERRUPTED OR ERROR- FREE OPERATION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL CONTINUE TO FUNCTION WITH ANY SUBSCRIPTION SERVICES AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OR THAT DSI WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS.

8. NON-EXCLUSIVITY OF PROFESSIONAL SERVICES.

Notwithstanding the Confidentiality obligations set forth in Section 8 of the Agreement, Subscriber acknowledges and agrees that (i) multiple Subscribers may require similar Professional Services or Deliverables and that DSI may be developing similar Professional Services and Deliverables for other third parties, (ii) DSI may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Subscriber, (iii) nothing will prohibit DSI from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit DSI from re-using with another Subscriber or making generally available as part of subscription services all or part of any customization, configuration, feature, concept, system or technique developed hereunder.

9. IP INDEMNITY.

9.1 Indemnification by DSI. Subject to this Addendum, DSI will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("**Claim**") made or brought against Subscriber by a third party alleging that the use of the Deliverable(s) as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by DSI in a monetary settlement of such Claim. DSI's obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverable(s) with non-DSI products or services; or (III) any use of the Deliverable(s) not in compliance with this Addendum. In the event of a Claim, DSI may, in its discretion and at no cost to Subscriber (A) modify the Deliverable(s) so that they are no longer the subject of an infringement claim, (B) obtain a license for Subscriber's continued use of the Deliverable(s) in accordance with this Addendum, or (C). to suspend use of the Deliverable in question and refund to Subscriber a pro rata portion of the fees paid for every month during which Subscriber is prevented from using the infringing Deliverable as a result of such infringement, during the first three years after delivery of such Deliverable.

9.2 Indemnification by Subscriber. Subject to this Addendum, Subscriber will (i) defend, or at its option settle, any Claim made or brought against DSI by a third party alleging that (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverables with non-DSI products or services; or (III) Subscriber's use of the Deliverables , other than as authorized in this Addendum, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim.

For clarity, THIS SECTION 8 STATES DSI'S SOLE OBLIGATION, AND SUBSCRIBER'S SOLE REMEDY, WITH REGARDS TO CLAIMS THAT THE DELIVERABLES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS IF THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE APPLICABLE SOW TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR

OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 3.

11. MISCELLANEOUS

11.1 Order of Precedence. In the event of a conflict, the provisions of an authorized SOW will prevail over those of this Addendum. Neither party's acts nor omissions related to Professional Services, to a SOW, or to this Addendum, including without limitation breach of a SOW or of this Addendum, will give the other party any rights or remedies not directly related to the SOW in question.

11.2 Independent Contractor. The parties are independent contractor and nothing in this Agreement should be construed to create a partnership, agency, joint venture, fiduciary or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party. Each Party assumes full responsibility for the actions of its personnel while performing Services and such party will be solely responsible for the supervision, daily direction, control of its personnel and for the payment of all of their compensation.

11.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.4 Force Majeure. Neither party will be responsible for failure or delay of performance of a SOW if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Professional Services upon written notice.

11.5 Non-Solicitation. During the Term of this Addendum and for twelve (12) months thereafter, Subscriber will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of DSI's employees or subcontractors.

11.6 Subcontractors. DSI may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. DSI will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with DSI's obligations under this Addendum, except as otherwise specified herein.

11.7 Severability. If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum will remain in effect.