



LAST UPDATED April 15, 2021

**DOMINO DATA LAB, INC.
SOFTWARE LICENSE AGREEMENT**

This Software License Agreement, including the Order Form (“**Order Form**”) which by this reference is incorporated herein (this “**Agreement**”), is a binding agreement between Domino Data Lab, Inc., with a principal place of business at 548 Market Street, #72800, San Francisco, CA 94104 (“Domino”) and the person or entity identified on the Order Form as the licensee of the Software (“Customer”).

DOMINO PROVIDES THE SOFTWARE AND SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY USING OR PURCHASING THE SOFTWARE, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DOMINO WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO CUSTOMER AND YOU MUST NOT USE THE SOFTWARE OR DOCUMENTATION.

In consideration of the mutual obligations set forth hereinafter and intending to be legally bound, Domino and Customer hereby agree as follows:

1. DEFINITIONS

- 1.1. “Documentation” means the published end user manuals and any other documentation customarily provided by Domino to its customers.
- 1.2. “Error” means a failure of the Software to conform in all material respects with the applicable Documentation.
- 1.3. “License Term” means the license term specified on the applicable Order Form, including any renewals thereof.
- 1.4. “Maintenance” and “Maintenance Releases” have the meanings given to such term in Exhibit A to this Agreement.
- 1.5. “Product(s)” means the Software together with the Documentation and updates thereto.
- 1.6. “Software” means the software application(s) distributed and licensed by Domino to Customer as further detailed in the applicable Order Form, in object code only. The “Software” includes the version of the Software which is current as of the Effective Date plus any Maintenance Releases supplied by Domino to Customer during the License Term of this Agreement.
- 1.7. “Specifications” means the functional performance parameters of the Software as published in the current version of the applicable Documentation as of the Effective Date.
- 1.8. “Third-Party Software” means software not owned or licensed by Domino and licensed to or used by Customer pursuant to separate third-party terms, whether supplied by Domino or a third party.
- 1.9. “Unique Login” has the meaning given to such term in Section 2.2.

2. GRANT OF LICENSE

- 2.1. Scope of License. Commencing on the start date of the License Term and subject to all the terms of this Agreement, Domino grants Customer a time based, non-sub-licensable, non-exclusive, non-transferable right and license to use the Software either on Customer’s premises or as hosted in Customer’s cloud environment only for Customer’s internal business purposes and in accordance with quantity set forth on the applicable Order Form. Customer may make a copy of the Product solely for backup or archival purposes provided that Customer may not use such copy for any other purpose and provided such copy is kept in Customer’s possession and control. Domino retains ownership of all Software and modifications and copies thereof.

- 2.2. Unique Login. Customer may permit up to the number of unique individuals for which it has purchased licenses to access the Software (each, a "Unique Login") on behalf of Customer (Customer's employees, independent contractors, etc.) The initial number of Unique Logins is specified on the applicable Order Form and Customer may purchase additional Unique Logins as provided therein. The License Term for any additional Unique Login licenses purchased will be coterminous with the initial License Term for existing licenses and prorated accordingly. Customer may change the users assigned to each Unique Login as reasonably required for personnel changes such as reassignments of job function of the individuals, job terminations/new hires, and the like. However, Customer may not share Unique Logins amongst multiple persons at the same time, such as sharing a Unique Login between shift workers, assigning a Unique Login to a job function (versus an individual), or otherwise "floating" the Unique Login. For the avoidance of doubt, the Unique Login limitation applies to individuals who are using the Software to create or run models or other analyses, not to individuals who are only consuming results (e.g., charts, tables, reports) of the Software.
- 2.3. Domino Model Monitor ("DMM"). If Customer is purchasing a subscription to DMM, the limit of Data Rows for DMM (the "Limit") shall be set forth in the applicable Order Form. Customer will incur additional fees (invoiced in arrears) for Data Rows ingested beyond the Limit. A "Data Row" is defined as each individual data sample ingested for monitoring a model. For tabular data, this corresponds to each row entry in the data file, database table or data collection. Total Data Rows is cumulative of training, prediction and ground truth data ingested across all models monitored in DMM.
- 2.4. Restrictions of Use. The Product provided to Customer is confidential and copyrighted. Customer must retain the copyright and other proprietary notices on the Product or any copies. All rights, title and interest in and to the Product not expressly granted to Customer are reserved to Domino. Any Third-Party Software supplied by Domino may only be used with and for the support of the Software and are subject to the licenses accompanying such Third-Party Software. Customer may not offer the benefits and services of the Software to third parties, whether such arrangement is in the nature of a service bureau, an outsourcing service, or another similar service or business. Customer shall not (i) copy or use the Product except as specified in this Agreement; (ii) cause or permit the reverse engineering or attempt to discover any source code or underlying ideas or algorithms of Software; (iii) externally disclose any evaluation results; (iv) use any Software, or allow the transfer, transmission, export, or re-export of any Software or portion thereof in violation of any applicable laws and regulations, including without limitation the United States Export Administration Act and the rules and regulations thereunder, or (v) install, modify or create derivative works of the Software without the express written consent of Domino.
- 2.5. Records and Audits. Customer agrees to provide automated reports of Software usage to Domino at Domino's request. Customer acknowledges and agrees that Domino may also conduct periodic audits related to Customers' usage of the Software and agrees to permit Domino to collect Product usage analytics and performance data on a continual basis for the purposes of providing support and Product improvements, verifying license compliance, ensuring application health and billing ("Product Usage Data").
- 2.6. Maintenance. During the License Term, Domino will provide Maintenance at no additional charge to Customer, as described in the applicable Order Form and Exhibit A.

3. FEES, BILLING, PAYMENT TERMS AND TRAVEL EXPENSES

- 3.1. Customer shall pay all fees ("Fees") under this Agreement in accordance with this section and the applicable Order Form. Customer shall be responsible for the full amount of any Fees associated with any payment made hereunder and shall use reasonable efforts to (1) ensure that any wire transfer fees are accounted for prior to or at the time of such transfer so that such wire transfer fees are not passed on to Domino or (2) shall reimburse Domino for such wire transfer fees so that Domino receives the full amount of Fees contracted for. All fees are nonrefundable and non-cancellable except as otherwise set forth herein. The amounts payable to Domino are exclusive of any sales, use, excise, value added, import, business, service, goods and services, consumption, withholding or other applicable taxes, tariffs or duties ("Taxes"). Customer is solely responsible for payment of all Taxes except for any taxes based solely on Domino's net income. If Customer is required to pay any Taxes, Customer shall pay such Taxes with no reduction or offset in the amounts payable to Domino hereunder. If Domino has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Domino with a valid tax exempt certificate authorized by the appropriate taxing authority. All invoices are due and payable within thirty (30) days from the invoice date. Any payments more than thirty (30) days overdue will bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. If any amount is not paid when due hereunder, Domino will be entitled to

recover from Customer the costs and expenses incurred in connection with collecting the same (including without limitation costs of investigation, collection agency, court and attorneys' fees).

- 3.2. Travel Expenses. Customer shall reimburse Domino for the pre-approved reasonable actual travel and living expenses of its personnel engaged in the performance of Services at locations other than Domino facilities, together with other reasonable out-of-pocket expenses incurred in connection with performance of the Services. Domino shall adhere to any travel policy reasonably promulgated by Customer.

4. INTELLECTUAL PROPERTY; CONFIDENTIALITY

- 4.1. Acknowledgment of Rights. Customer acknowledges that (a) as between Domino and Customer, all right, title and interest in and to Product Usage Data, training materials, designs, discoveries, inventions, know-how, techniques, fixes, patches, work-arounds, upgrades, updates, customizations, modifications, enhancements or derivative works of the Products provided by Domino (including any and all copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) (collectively, the "Work Product") are and will remain Domino's, and this Agreement in no way conveys any right or interest in the Work Product other than a limited license to use them in accordance with this Agreement, (b) the Products are works protected by the patent and copyright laws of both the United States, international treaties and foreign jurisdictions, and (c) Domino asserts that the Products embody valuable confidential and secret information of Domino, the development of which required the expenditure of considerable time and money. For the avoidance of doubt, as between Domino and Customer, Customer will retain all right, title and interest in and to all models and analyses created by Customer or its authorized personnel using the Software. Any Customer data and Product Usage Data provided to Domino will be used in accordance with Domino's privacy policy found at <https://www.dominodatalab.com/privacy-policy/>.
- 4.2. License by Customer to Use Feedback. Customer grants to Domino a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its authorized personnel relating to the operation of the Services.
- 4.3. Confidential Information. Each party (the "Receiving Party") may be given or obtain access to non-public information of the other party (the "Disclosing Party") in connection with this Agreement that the Disclosing Party considers to be of a confidential, proprietary, or trade secret nature, including, without limitation, software (whether in source code or object code form), customer information, the terms of this Agreement, pricing, financial and operational information, business information and marketing information, in whatever form or media, and whether or not marked as confidential (collectively, "Confidential Information"). The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for its own use or for any purpose other than to carry out its obligations under this Agreement and further agrees to protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own Confidential Information, but in no event using less than a reasonable standard of care. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to employees or agents of the Receiving Party, other than employees and agents who are required to have the information in order to carry out the Receiving Party's obligations under this Agreement and are bound by a duty or obligations of confidentiality substantially similar to the terms of this Section 4.3. The Receiving Party agrees to notify the Disclosing Party immediately and in writing of any misuse or misappropriation of the Disclosing Party's Confidential Information which may come to the Receiving Party's attention and to return the Disclosing Party's Confidential Information upon the request of the Disclosing Party. The obligations of this Section 4.3 will not apply to: (a) information that is or becomes a matter of public knowledge through no fault of or action by the Receiving Party or its employees or agent, (b) information that prior to disclosure was rightfully in the possession of the Receiving Party as a result of disclosure by a third party under no obligation or restriction of confidentiality, (c) information that, subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party under no obligation or restriction of confidentiality, or (d) information that is independently developed by the Receiving Party without use, knowledge or access to the Confidential Information of the Disclosing Party.
- 4.4. Open Source Components. Customer acknowledges that certain software components of the Product may be covered by open source licenses as promulgated by the Open Source Initiative or as promulgated by the Free Software Foundation ("Open Source Component"). To the extent required by such open source license for the applicable Open Source Component, the terms of such license will apply to such Open Source Component in lieu of the relevant provisions of this Agreement. If such open source license prohibits any of the restrictions in this Agreement, such restrictions will not apply

to such Open Source Component. Domino shall provide Customer with a list of Open Source Components upon Customer's request.

- 4.5. Disclosure for Marketing Purposes. Disclosure for Marketing Purposes. During the term of this Agreement, Domino has the right to disclose that Customer is a customer of Domino and may use Customer's pre-approved name and logo in its sales and marketing materials and website. Customer agrees to use reasonable efforts to a) arrange for appropriate personnel to be available to serve as references for Domino in the event of an inquiry from any member of the press, any industry analysts or any potential customer and b) to work with Domino to prepare a case study/co-marketing asset about use of the Domino Product(s).

5. WARRANTIES, INDEMNITY AND LIMITATION OF LIABILITY

- 5.1. Software Warranty. Domino warrants that for ninety (90) days, commencing on the electronic delivery date of the Software, the Software shall operate in conformity with the applicable Documentation. Domino does not warrant that any Software will meet all of Customer's requirements or that the use of the Software will be uninterrupted or error free. To the extent the Software fails to conform to the Documentation, Domino's sole and exclusive liability to Customer, and Customer's sole and exclusive remedy shall be, at Domino's election, (i) to use commercially reasonable efforts, to correct any material nonconformities in the Software discovered within the warranty period, or (ii) replace the nonconforming Software or (iii) if Domino is unable to accomplish the foregoing, Customer shall be entitled to a refund of the license fees paid upon Domino's receipt of a certified letter from Customer's officer certifying de-installation of such nonconforming Software. The above remedies are available only if the Software has not been (a) altered or modified by Customer or any third party; or (b) used, adjusted, or installed other than in accordance with the Documentation.

- 5.2. Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO PRODUCTS OR TO ANY OTHER MATERIALS, GOODS OR SERVICES FURNISHED TO CUSTOMER HEREUNDER OR IN CONNECTION HERewith. EXCEPT FOR THE FOREGOING, ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, DOMINO DOES NOT WARRANT RESULTS OF USE OF THAT THE SOFTWARE IS BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED.

- 5.3. Indemnification.

(a) Subject to the remainder of this Section 5.3, Domino agrees to 1) defend Customer against any third party: claim, suit, demand or proceeding brought against Customer alleging that Customer's use of the Software in accordance with this Agreement, constitutes: (i) willful infringement of such third party's United States patent issued prior to the Effective Date or (ii) an infringement of such third party's United States copyright (collectively "Third Party Claims") and 2) indemnify Customer against the resulting costs and damages finally awarded against Customer to the third party making such Third Party Claims by a court of competent jurisdiction or a settlement agreed to in writing by Domino. Customer will give prompt notice of any Third Party Claims to Domino. Domino shall have sole control over the defense and settlement. Customer shall provide all available information and assistance at Domino's expense. Customer may participate in the defense of any Third Party Claims by counsel of its own choosing, at its cost and expense. Domino will not settle any Third Party Claims without Customer's prior written approval, not to be unreasonably withheld.

(b) Domino shall have no liability or obligation under this Section 5.3 to the extent a claim arises from: (i) Domino's creation or performance of Software is in compliance with designs, plans or specifications furnished by or on behalf of Customer; (ii) modification of any Software by anyone other than Domino; (iii) Software is used in combination with other products, software, processes or materials other than the processor on which the Software is executing, and the memory containing the Software, where the alleged infringement would not have arisen but for such combination; (iv) use of Software in any way not authorized nor contemplated by this Agreement; (v) failure to use any modification of Software (such as a correction, enhancement, update, or new version or release) within a reasonable time of receipt of such modification from Domino, or (vi) Third-Party Software.

(c) If any Third Party Claim which Domino is obligated to defend has occurred or is in Domino's opinion likely to occur, Domino shall, at its sole option and expense provide Customer (i) the right to continue using such Software at no additional expense; or (ii) replace or modify such Software with a functionally equivalent replacement or modification so that it becomes non-infringing; or (iii) if Domino cannot reasonably provide Customer with a replacement or modification which is functionally equivalent to the subject Software, the applicable license shall be terminated and Domino shall

refund to Customer the license fees paid on a pro-rata basis corresponding to the unused portion of the subscription fees upon Domino's receipt of a certified letter from Customer's officer certifying de-installation of such nonconforming Software. Customer acknowledges and agrees that the remedies provided in this section are the sole and exclusive remedies of Customer with respect to the matters described in this section, and consequently the sole and exclusive liability of Domino, with respect to any alleged infringement of the Software of any third party intellectual property rights. Notwithstanding anything in this Agreement, in no event will Domino's total aggregate liability under this Section 5.3 exceed the Limitation of Liability set forth in this Agreement.

- 5.4. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF, OR COULD REASONABLY HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED ABOVE FAILS OF ITS ESSENTIAL PURPOSE. Domino's aggregate liability to Customer for claims arising out of or relating to this Agreement, whether for breach or in tort, is limited to the price charged by Domino for the Software in the twelve (12) month period preceding the incident.

6. TERM AND TERMINATION

- 6.1. Term. This Agreement will commence on the Effective Date and will remain in effect until terminated in accordance with this paragraph. Either party may terminate this Agreement immediately by written notice: (a) if the other party commits a non-remediable material breach; or (b) if the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach. Following termination or expiration of this Agreement, each party will deliver to the other any property of the other in its possession or control relating to this Agreement. Notwithstanding the immediately preceding sentence, neither party shall be obligated to return any property to which it has continuing rights, including the right of possession. Domino may terminate any Software license rights if Customer fails to pay the Fees in accordance with this Agreement. Upon termination, or if a license ceases to be effective, Customer shall immediately cease all use of all affected Software and return or certify destruction of all copies of all affected Software and all portions thereof.
- 6.2. Survival of Obligations. Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement, including without limitation Sections 1, 3, 4, 5.4, 6, and 7, will survive termination or expiration of the Agreement and continue in full force and effect.

7. GENERAL

- 7.1. Assignment. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the parties and the name of a party appearing herein will be deemed to include the names of its successors and permitted assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that either party may assign its interest under this Agreement, without the prior written consent of the other party, (a) in connection with the transfer or sale of all or substantially all of the assets of such party or the line of business or Product to which this Agreement relates, (b) to the successor entity or acquirer in the event of the merger, consolidation or change of control of such party, or (c) to any affiliate of such party. Any permitted assignment of this Agreement by either party will be conditioned upon that party's permitted assignee agreeing in writing to comply with all the terms and conditions contained in this Agreement. Any purported assignment without a required consent will be void. No assignment will relieve any party of responsibility for the performance of any obligation that accrued prior to the effective date of such assignment.
- 7.2. Relationship of the Parties. Domino and Customer are independent contractors, and nothing in this Agreement will be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party will make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.
- 7.3. Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized express mail service or by confirmed email. Notice will be effective upon receipt or refusal of delivery.

- 7.4. Force Majeure. Except for payment of Fees, which shall be made as soon as reasonably practicable in light of the force majeure event, in no event will Domino be liable for any delay or failure to perform under this Agreement which is due to causes beyond the reasonable control of such party, including without limitation, acts of God, governmental orders or restrictions, fire, or flood, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder.
- 7.5. Entire Agreement; Modifications. This Agreement (which includes all Order Forms and statements of work entered into hereunder and the Maintenance terms and Professional Services Exhibit) represents the entire agreement between the parties relating to its subject matter and supersedes all prior and/or contemporaneous representations, discussions, negotiations and agreements, whether written or oral, except to the extent Domino makes any Software or other Products and services available to Subscriber under separate written terms. Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. The terms on any purchase order, confirmation, or similar document submitted by Customer to Domino will have no effect and are hereby rejected. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms of any Order Form, the terms and conditions of the Order Form shall govern.
- 7.6. Severability. In the event that any provision of this Agreement is for any reason void or unenforceable in any respect, such provision will be without effect to the extent of the voidness or unenforceability without affecting such provision in any other respect and without affecting any other provision.
- 7.7. Limitation of Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has been or reasonably should have been discovered, except in the case of an action for nonpayment by Customer.
- 7.8. Laws. Customer agrees to comply with all applicable laws including data privacy and export control regulations and acknowledges that they have the responsibility to obtain such consent to use such data and/or licenses to export, re-export or import as may be required.
- 7.9. Governing Law; Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Each party hereby irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts for San Francisco County, California, in connection with any action or dispute arising between the parties under or in connection with this Agreement. This Agreement excludes the United Nations Convention on Contracts for the International Sale of Goods.

**EXHIBIT A
DOMINO DATA LAB, INC.
SOFTWARE LICENSE AGREEMENT
MAINTENANCE**

During the License Term, Domino will provide to Customer, without additional charge, the maintenance and support described in this Exhibit A ("Maintenance"). Maintenance consists of undertaking reasonable commercial efforts to resolve problems or bugs in the Software which cause the Software not to function in material conformity with the Documentation. Maintenance shall include both technical support services and software releases. Use of any new versions of Software will be governed by this Agreement.

1. Software Maintenance. Domino will provide Customer with all updates, upgrades, and enhancements of the Products, including those made to correct Errors, that are generally released by Domino during the License Term ("Maintenance Releases").
2. Limitations on Scope of Maintenance. Maintenance does not include: (a) development of custom code or computer programs, (b) repairs or service relating to any third party software, (c) installation, (d) training, (e) designing systems or networks, (f) guidance related to unofficial or "beta" software, or (g) authoring or dictating security practices for a customer. Maintenance does not encompass the remediation of problems or bugs determined by Domino to have been caused by the failure or malfunction of any software, tools, equipment, or facilities not provided by Domino. Maintenance extends only to material non-conformities of which Domino is notified during the License Term. Maintenance does not apply or extend to the Software in the event of (i)

installation, repair, addition, alteration, modification or enhancement of the Software, performed by parties other than Domino; (ii) use of the Software in conjunction with another vendor's products resulting in the defect or non-conformance; (iii) failure to follow applicable operation or maintenance requirements; (iv) negligence, abuse, mishandling, misuse or damage to the Software; or (v) failure to follow the Documentation.

3. **Customer Obligations.** Domino is not responsible for the security of Customer's proprietary, and confidential information or the monitoring of access to Customer's network or for maintaining adequate procedures apart from the Software to reconstruct lost or altered files, data or programs. Customer is responsible for its users' use of the Software in accordance with this Agreement.

4. **Support.** Domino will provide to Customer all reasonably necessary consultation requested by Customer in connection with its use of the Software or any problems therewith during Customer's business hours, as well as 24x7 support for Urgent priority issues.

5. **Priority Codes and Response Times.**

Priority Code	Definition	Response Times
Urgent:	An urgent priority is given to an issue that renders the Software inoperable, or substantially degrades the performance thereof, or adversely affects Customer's business operations, or causes financial liability due to operational or informational deficiency.	Domino will respond to an Urgent priority ticket within two (2) hours of receiving it, and will work diligently to resolve the issue
High:	A high priority is given to an issue that is not adversely affecting Customer's business operations or causing financial liability, but has no viable workaround, and is repeatedly affecting Customer's usage of the Software, or negatively affecting data integrity, or degrading performance of the Software.	Domino will respond to a High priority ticket within four (4) business hours of receiving it, and will work diligently to resolve the issue.
Normal:	A normal priority is given to an issue which does not significantly impact Customer's operation or use of the Software.	Domino will respond to a Normal or Low priority ticket within two (2) business days of receiving it, and will diligently work to resolve the issue. Domino will follow up with the Customer as necessary on subsequent business days. Unless otherwise agreed by the Parties, Domino will use commercially reasonable efforts to correct any such issues in the next Maintenance Release of the Software.
Low:	A low priority is given to questions that do not relate to the disruption of core Domino functionality. These may include "how-to" questions, especially those related to unique workflows or requirements, as well as common feature requests.	

Attachment 1 to Software License Agreement

Professional Services Exhibit

This Professional Services Exhibit ("**Exhibit**") sets forth the terms governing Professional Services provided by Domino to Customer.

1. DEFINITIONS.

All definitions set forth in the main body of the Software License Agreement shall also apply to this Exhibit.

2. PROFESSIONAL SERVICES.

A. Provision of Services. Domino shall provide Professional Services in accordance with the applicable Order Form. Each project for Professional Services shall be governed by a separate Order Form, which shall be signed by Customer and Domino. Professional Services are provided as a separate and independent service to Customer even if offered together with the sale or licensing of Products by Domino in the same Domino Order Form or Customer purchase order.

B. Placement of Domino Personnel. Domino shall have the sole responsibility for personnel placement as well as for all other human resources issues (e.g. vacation). Domino will only utilize employees or contractors that are sufficiently qualified. If specific

Domino personnel cease to perform due to illness, resignation or any other reason, Domino shall without undue delay use reasonable efforts to provide a substantially equivalent replacement as soon as reasonably possible. Domino's contact person responsible for liaising with the customer will exclusively be the person identified by Domino as being responsible for the project. No employee/employer relationship is intended or shall be established by any Order Form.

C. Standard Work Day. The standard work day is any eight (8) hour period of work, between 8:00 AM and 6:00 PM, Monday through Friday, excluding public holidays at the Domino location providing Professional Services.

D. Customer Responsibilities. Customer shall provide Domino personnel with timely access to appropriate facilities, space, power, documentation, networks (including internet and telephone), files, information, additional software (if needed), and skilled and authorized Customer personnel to assist in the performance and cooperate with Domino. Domino has standardized on OSX/Mac Laptops and Customer shall provide VPN connectivity for OSX as required for the Professional Services. Customer shall also perform its specific obligations as described in the relevant Order Form, and, if necessary, assist and support Domino in the provision of the Professional Services as reasonably requested by Domino, and shall provide all conditions in its business necessary for due performance of Professional Services by Domino.

3. TERM OF PROFESSIONAL SERVICES.

A. Term. Each Order Form begins on the date stated therein, and, unless terminated for breach, continues in accordance with its terms. A termination for convenience shall only be permitted if expressly agreed in the Order Form.

B. Termination for Breach. Each party shall notify the other in writing in case of the other's alleged breach of a material provision of the applicable Order Form. The recipient shall have, except to the extent specifically provided otherwise in the applicable Order Form, thirty (30) calendar days from the date of receipt of such notice to effect a cure (the "Cure Period"). If the recipient of such notice fails to effect such cure within the Cure Period, then the sender of such notice shall have the option to terminate the Order Form for breach.

4. PROPRIETARY RIGHTS.

A. Domino Proprietary Rights. Subject to section 4.D, all patents, copyrights, trade secrets, methodologies, ideas, inventions, concepts, know-how, techniques or other intellectual property developed or provided by Domino ("**Domino Proprietary Rights**") are and remain the sole property of Domino. All rights not expressly granted to Customer are reserved by Domino.

B. Customer Furnished Materials. The ownership in and to materials furnished by Customer for use by Domino and the data output by the Product remains with Customer. Customer shall indemnify Domino from any third party claims against Domino for infringement of any intellectual property rights related to Customer's materials provided to Domino; furthermore, Customer shall defend Domino at its own expense against any such third party claims and shall compensate Domino for any damages arising therefrom.

C. Ownership in Deliverables. The ownership in copyrights to any reports, analyses, customized scripts and other work results which have been developed and delivered by Domino for Customer within the framework of fulfilling the contractual obligations under the Order Form ("**Deliverables**") shall pass to Customer to the extent they are documented in writing and handed out to Customer. To the extent the Deliverables include Domino Proprietary Rights, either party's rights to use the Deliverables is governed by the following section.

D. Rights to Use Deliverables. With regards to any other Domino Proprietary Rights contained in Deliverables, Domino grants Customer the non-exclusive, non-transferable right to use (without the right to sublicense) the Deliverables perpetually for its internal business purposes; this license is limited to the use for such purposes for which the Deliverables have been delivered to Customer. Domino shall not be limited in developing, using or marketing services or products which are similar to the Deliverables, or in using the Deliverables for future projects, but Domino shall comply with its confidentiality obligations when doing so. The license granted in this Section excludes Customer furnished materials, Domino's generally available Products which are licensed via terms in a separate ordering agreement and pre-released products Customer may have received from Domino under a separate testing agreement.

5. PAYMENT AND INVOICING.

Domino shall submit invoices for fees and reimbursable costs and expenses and be paid in the manner specified in the applicable Order Form, and in accordance with the main terms of the Software License Agreement.

6. TRAINING SERVICES.

A. Courses. Domino's standard training related Services are available through the applicable catalogue or website. Domino customized training related Services are available pursuant to an Order Form.

7. WARRANTY.

A. General Warranty for Professional Services. Domino shall perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards. Customer shall notify Domino of any failure to so perform within ten (10) days after the performance of the Professional Services. Domino's entire liability and Customer's sole remedy for Domino's failure to so perform shall be for Domino to, at its option, (i) correct such failure, and/or (ii) terminate the applicable Order Form and refund that portion of any fees received that correspond to such failure to perform.

B. No Further Warranties. Except as expressly stated in this Exhibit, Domino makes no other express or implied warranties, written or oral. Insofar as permitted under applicable law, all other warranties in relation to Professional Services are specifically excluded, including warranties arising by statute, course of dealings or usage of trade.