



## Professional Services Addendum to Master Terms and Conditions

This Professional Services Addendum is governed by and between the Master Terms and Conditions and Order Form between the Dalet party identified on the Order Form (“Dalet”), and the Company identified on the Order Form (this Professional Services Addendum, together with the Master Terms and Conditions, the Order Form, any Statements of Work (SOW), and any other addenda, the “Agreement”). By having access to, receiving, and/or using the Services, Company agrees, without limitation or qualification, to be bound by and to comply with the Agreement. In the event of any conflict between this Professional Services Addendum and any Order Form or SOW, the Order Form or SOW shall control.

1. **Professional Services.** Dalet will provide certain custom services (“Professional Services”) as set out in a mutually agreed statement of work or Order Form incorporated by reference into this Agreement and which sets out the Company’s project-specific activities, together with the associated deliverables, work effort, resources and costs. Professional Services performed by Dalet are provided on a time and materials basis, billed monthly, as further provided in the Order Form. If Dalet exceeds the number of Professional Services units set forth on an Order Form, Company shall pay for all such Professional Services provided. Dalet will provide to Company a reasonable, in-advance estimate of any material change in the number of units anticipated.
2. **Ownership of Deliverables.** Unless otherwise set forth in an Order Form, Dalet owns all right, title and interest to any Deliverables, including Bespoke Software, created by Dalet via Professional Services, and hereby grants to Company a limited license to use such Deliverables as necessary to make use of the Dalet Services during the Term. “Deliverables” means the paper documents and/or any software development performed by Dalet under this Professional Services Addendum and expressly identified in the corresponding Order Form.
3. Company shall pay for all pre-approved out-of-pocket travel and expenses incurred by Dalet in order to render Professional Services for Company.
4. Except as otherwise set forth in the Agreement, Dalet makes no express or implied warranties with respect to Deliverables or the Professional Services.
5. Deliverables may be subject to acceptance (“Acceptance”) by Company, solely if and as set forth on Order Form or SOW. Acceptance criteria shall be as defined in the Order Form or SOW; if Acceptance is specified on an Order Form or SOW and no criteria are set forth, all Deliverables are deemed accepted unless Company notifies Dalet in writing of non-acceptance within ten (10) business days of delivery of the Deliverables by Dalet. Unless expressly provided otherwise in the relevant Order Form, use, by Company, of the Deliverables developed under the Professional Services shall be considered as acceptance, without reservations, of said Deliverables and professional services. Likewise, in case Company does not expressly accept, make reservations or refuse the Deliverables within ten (10) business days of their delivery, such Deliverables and Professional Services shall be deemed accepted by the Customer without reservations. Expiration or termination of this Agreement shall result in the automatic termination of all estimates or statements of work then in effect.