

PROFESSIONAL SERVICES TERMS AND CONDITIONS

If you do not have a master agreement with Solace Corporation (“**Solace**”), Solace provides professional services to its customers (“**you**” or “**Customer**”) pursuant to the following terms and conditions.

1) DEFINITIONS

“**Affiliate**” of a party means any entity that, directly or indirectly, controls, is controlled by or under common control with such party. The term “control” means either: (a) holding more than 50% of the shares of an entity; or (b) having the contractual right to control an entity through a binding legal agreement.

“**Cloud Services**” means Solace PubSub+ Cloud Services.

“**Customer**” means the individual or entity that has purchased or subscribed for Solace Products or Cloud Services and includes any Affiliate of Customer.

“**Deliverables**” means the deliverables specified in a Statement of Work.

“**Order Form**” means the quotation, purchase order or other order form for Services agreed to and accepted by Solace and Customer which includes the specific terms and conditions applicable to the Services and any exceptions to these terms and conditions.

“**Products**” means Solace software or hardware products, such as Solace PubSub+ Event Broker Software or PubSub+ Event Broker Appliance.

“**Services**” means the professional services provided by Solace to Customer as specified in an Order Form and a Statement of Work agreed between Solace and Customer.

“**Statement of Work**” means a Statement of Work entered into by Solace and Customer.

“**Term**” means the specific period of time during which Solace shall provide Services to Customer.

2) SERVICES AND DELIVERABLES

- a) Performance of Services. Solace (or its sub-contractor) will perform the Services for and provide the Deliverables to Customer as specified in an Order Form and Statement of Work. The use of a sub-contractor by Solace shall be approved by Customer prior to the performance of any Services by the sub-contractor.
- b) Resources. Except as expressly agreed by Customer, Solace shall be responsible for providing the facilities, personnel and other resources as necessary to perform the Services and provide the Deliverables to Customer.

- c) Timing of Activities. The activities set out in the Statement of Work will not necessarily be done in serial order. Solace personnel will work with you to execute activities in the order that is optimal and will complete tasks in parallel when able.
- d) Co-operation. Solace acknowledges and agrees that it will co-operate with Customer employees or contractors in performing the Services and providing the Deliverables.
- e) Deliverables. Solace will complete and deliver to Customer all the Services and the Deliverables according to the delivery schedule and in conformance with the requirements and specifications described in the applicable Order Form and Statement of Work.
- f) Acceptance of Deliverables. You have 14 days from the date of final delivery of Services or Deliverables to provide feedback, or raise issues, otherwise the delivery will be deemed accepted. Solace will respond to any issue identified by Customer within two business days. If the resolution is unacceptable to you, the issue will be escalated to both Solace and Customer management teams in order to determine a mutually acceptable path to resolution.
- g) Term. Each Statement of Work will include a Term. If no Term is included, the Term is deemed to be 12 months.
- h) Time & Materials Engagements. Unless varied in the Statement of Work, Solace will invoice Customer for Services on a monthly basis for hours expended. Customer will be provided weekly time reports for the Solace personnel assigned to Customer, as well as status reports of the progress toward any Deliverables.
- i) Fixed Fee Engagements. Solace will invoice Customer for Services based on the Fees section of the applicable Statement of Work. Customer will be provided weekly time reports for the Solace personnel assigned to Customer, as well as status reports of the progress toward any Deliverables.
- j) Expenses. For onsite services, Solace will attempt to use local personnel with relevant experience. If a local resource with relevant experience is not available, Solace will incur reasonable expenses to send the appropriate resource to the Customer site at Customer's expense. Reasonable expenses include commercial airfare, hotel, transportation, and meal expenses billed at cost pursuant to Solace's travel expense policy. Such Solace resource will be entitled to weekend home return travel for on-site visits that are greater than 3 weeks in duration. If requested, Solace will provide Customer with copies of all expense receipts. Project-related costs (such as hardware & software, which may be acquired by Solace to support project implementation) require Customer's prior written approval. Other than as set out above, any and all reimbursable expenses require Customer's prior written approval.
- k) Support. Any support and maintenance services to be provided by Solace in respect of the Services or Deliverables shall be purchased separately by Customer pursuant to a separate Order Form and the terms and conditions found at <https://solace.com/support> or another agreement between Solace and Customer.
- l) Access to Customer Data. When Solace is given access to Customer's systems and data, Solace shall comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Customer shall be responsible for providing Solace personnel with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as

Customer deems appropriate from time to time. Customer shall not grant Solace access to Customer systems or personal information (of Customer or any third party) unless such access is essential for the performance of Services under the Order Form.

3) CUSTOMER RESPONSIBILITIES

- a) Customer will:
 - i) provide timely access to relevant project documents and Customer systems, as required, to Solace personnel to support the provision of the Services;
 - ii) respond to issues and requests from Solace for information within five (5) business days;
 - iii) provide access to Customer subject-matter experts as required to facilitate progress on incidents/issues;
 - iv) provide access to operations and technical support personnel to quickly address any issues with the environment being support;
 - v) provide access to operations and technical support personnel to quickly address any issues with the training or work environment (e.g., network connectivity, access rights);
 - vi) provide workspace, whiteboards, projector, phones, and network connectivity for the on-site Solace personnel, as necessary. Also assure appropriate building passes are provided to allow Solace personnel easy access to Customer working environment; and
 - vii) obtain necessary third-party software licenses for development required by Customer.

4) PERSONNEL

- a) The selection of Solace personnel assigned or deployed to deliver Services is at Solace's sole discretion and Solace reserves the right to replace any personnel at any time at its sole discretion with personnel with equivalent skills. If at any time Customer or Solace are dissatisfied with the material performance of assigned Solace personnel or Customer project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (in each case, subject to staffing availability).

5) CHANGE REQUEST PROCEDURES

- a) Customer may request changes to the Services pursuant to a written change request to be agreed by Solace.

6) FEES, INVOICES, TAXES AND PAYMENT TERMS

- a) Invoicing and Payment Terms. Solace shall invoice Customer for any Services performed by Solace and for any Deliverables delivered by Solace. Customer shall pay Solace all undisputed amounts

within 30 days (or such other period of time specified in the applicable Order Form) of the date of issue of the invoice.

- b) Pre-paid Fees. If Customer pays for Solace professional services hours in advance but does not use the hours before the end of the Term, Solace has no obligation to refund any pre-paid amount to Customer.
- c) Taxes. Fees and other charges described in the Order Form do not include taxes. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Solace prior to placing the Order Form. If Solace is required to pay taxes, Customer shall reimburse Solace for such amounts. This Section does not apply to taxes based on Solace's income.

7) REPRESENTATIONS, WARRANTIES AND COVENANTS

- a) Solace represents and warrants to Customer that (i) the Services and the creation of the Deliverables will be performed in a professional manner; (ii) the Services and the Deliverables will substantially conform with the requirements and specifications described in the applicable Statement of Work; (iii) the Deliverables will be free and clear of any liens, encumbrances or claims; and (iv) the Deliverables will not infringe any intellectual property rights of a third party.
- b) All title to and rights in the Deliverables, and all Intellectual Property Rights embodied therein, shall be the sole and exclusively property of Customer. All title, right and interest in the Services, techniques, processes and know-how shall remain the sole and exclusive property of Solace.

8) TERMINATION

- a) A Statement of Work may be terminated as follows:
 - i) by Customer, provided that Customer has provided Solace with 30 days prior written notice;
 - ii) by either Party, if the other Party fails to comply with any term or condition of these terms or any Statement of Work, provided that the terminating Party has given the other Party written notice of such breach and the breaching Party has not remedied the breach within 30 days of receipt of such notice;
 - iii) by Solace, if Customer has not paid any amount as set out in an undisputed Solace invoice delivered to Customer within 15 days of receiving written notice of such non-payment; and
 - iv) at the end of the Term.
- b) Unless otherwise stated in a Statement of Work, in the event of a termination under paragraph (a)(i) above, Customer shall pay to Solace all amounts owing up to the end of the 30 day notice period.
- c) No termination of any Statement of Work shall release Customer from its obligation to pay to Solace any unpaid, undisputed amounts that have accrued to Solace up to the time such termination becomes effective or release either Party from any other right or obligation which at such time had already accrued to the other Party.

- d) Upon termination of a Statement of Work, Solace shall deliver to Customer all unfinished Deliverables to be delivered pursuant to such Statement of Work and the Parties shall return to each other all Confidential Information disclosed to the other Party in connection with a Statement of Work.

9) CONFIDENTIALITY

- a) Solace and Customer acknowledge that they are parties to a non-disclosure agreement or another agreement that includes confidentiality terms and conditions to protect the confidential information of both parties.

10) INDEMNITY

- a) Solace hereby agrees to indemnify and defend Customer and its Affiliates and its and their respective directors, officers, employees, agents, contractors or shareholders (collectively, the “**Customer Indemnified Parties**”) from any and all third party claims, demands and actions brought by or against Customer Indemnified Parties alleging intellectual property infringement in respect of the Services performed or the Deliverables delivered by Solace. Such indemnity shall include all costs and expenses, including reasonable legal costs of any judgment or settlement.

11) LIMITATION OF LIABILITY

- a) Solace and Customer each disclaim all representations, warranties or conditions, including but not limited to implied representations, warranties or conditions of merchantable quality and fitness for a particular purpose and those arising by statute or otherwise in law or from course of dealing or usage of trade.
- b) Neither Party will be liable for any indirect, special, incidental, consequential or punitive damages or for lost profits or revenues, however caused, arising in connection with any Statement of Work, Services or Deliverables even if such Party has been advised of the possibility of such damages or if such possibility was reasonably foreseeable.
- c) Each Party’s total liability to the other Party in respect of a Statement of Work shall be limited to direct damages up to the amount Customer has paid for the Services under the applicable Statement of Work.
- d) The limitations set out above apply regardless of the causes or circumstances giving rise to the claim even if such claim is based on negligence or other torts or breach of contract including, fundamental breach or breach of a fundamental term.
- e) The limitations set out above do not apply to Solace’s liability to Customer in respect of Solace’s indemnity for intellectual property infringement claims set forth below; nor do they apply to a breach by Solace or Customer of the confidentiality obligations in the NDA.