

Professional Services Addendum

The following Professional Services Addendum ("Addendum") is only applicable to purchases of Professional Services from Boomi, as defined in the Parties' Boomi Master Services Agreement ("Agreement"); it does not apply to Customers who are purchasing only Boomi Services (as defined in the Agreement) - such as the Boomi AtomSphere service.

1. Definitions. Unless otherwise herein defined, capitalized terms used herein shall have the same meaning as in the Agreement.

"**Activities**" are consulting and/or training services to be performed by Boomi pursuant to a Service Order.

A "**Day**" is eight (8) hours.

For a "**Fixed Price SO**," Project Deliverables are provided for a set fee, regardless of the Time required to perform or create them.

"**Prepaid Time**" is Time for which Customer is invoiced immediately following the full execution of the SO or in a manner otherwise stated as Prepaid Time in the applicable SO.

A "**Project Deliverable**" is a discrete task to be completed or item to be created as part of a Fixed Price SO.

"**Time**" is the quantity of Days or hours stated in a T&M SO.

A "**Time and Materials SO**" or "**T&M SO**" is the SO in which Activities are provided on a per-hour or per-Day basis.

A "**Workday**" is a calendar day during which Boomi performs Professional Services.

2. Process.

(a) **Purchase Orders.** Except as otherwise stated in the SO, Customer's PO for the Professional Services shall also include estimated travel and living expenses, as stated in the fees table of the SO, which shall be included as a separate line item on the PO. Additional Professional Services, however purchased (e.g. PO), are subject to the terms of this Agreement.

(b) **Resources.** The project team shall be assigned following Boomi's receipt of the SO executed by Customer and Customer's PO (if required). The Professional Services shall start upon mutual agreement of the parties. Boomi shall be responsible to Customer for the acts and omissions of its contractors (if any) in the course of their performance of Professional Services under the SO.

(c) **Termination.** If Boomi terminates a Services Order due to Customer's uncured breach of this Agreement, Customer shall pay Boomi all hours that Boomi has worked on Project Deliverables or Activities (as applicable) at Boomi's then-current hourly rate and all expenses incurred by Boomi; and Customer shall not be entitled to a refund of any unused Prepaid Time under the applicable SO. This section shall supplement Section 6 of the Agreement, on Termination, with regard to Professional Services. In the event that a Service Order is terminated, such termination shall not affect any other pending Orders under the Agreement.

(d) **Assumptions and Customer Obligations.** Customer will:

- Commit a technical resource, as may be required, to provide Boomi with the assistance required to perform the Activities or complete the Project Deliverables.
- Provide Boomi consultants with adequate and appropriate accommodations at Customer's site, as well as access to Customer's servers, systems and data, as may be required, to perform the Activities or complete the Project Deliverables.
- Provide project team members with suitable business expertise, technical expertise and decision-making authority to ensure efficient project progress.
- On request, provide the Boomi project manager with applicable documentation of Customer's current business practices applicable to the Professional Services to be performed under the SO.

(e) **Completion of Project Deliverables.** *This Section 2(e) applies only to Fixed Price SO's.* Following the completion and delivery of the Project Deliverable(s), Boomi will notify Customer in writing that the Project Deliverable(s) have been performed or created and delivered. Within 10 calendar days of the delivery of the Project Deliverable(s) to Customer (the "**Completion Acknowledgement Period**"), if Customer determines that the Project Deliverable(s) have not been completed in substantial conformance with their descriptions in the SO, it will so notify Boomi in writing and describe each non-conformance ("Notice of Non-Conformance"). Upon Boomi's receipt of a Notice of Non-Conformance, Boomi will re-perform or re-create the non-conforming Deliverables and a new Completion Acknowledgement Period will begin upon delivery of the revised Deliverables. If Customer does not provide a Notice of Non-Conformance by the end of the Completion Acknowledgement Period, the Project Deliverables will be deemed completed. Nothing in this Section 2(e) will affect Customer's rights under Section 5 (Warranty).

3. Time. A T&M SO will contain the Time that Boomi has estimated in good faith to be required to perform the Activities described in the T&M SO ("**Estimated Time**"). Boomi shall use commercially reasonable efforts to complete the Activities within the Estimated Time; however, Boomi does not represent or warrant that it can or shall do so. Boomi shall promptly notify Customer if it determines that more Time shall be required to complete the planned Activities and shall not perform Activities beyond the Time without an executed amendment to the T&M SO. Following Customer's email or other approval, Boomi may reallocate the Time stated in a T&M SO among the various resources stated in the fees table of the SO, provided such reallocation does not exceed the Estimated Time set forth therein. Activities shall use Prepaid Time, if any, before non-Prepaid Time.

4. Fees and Expenses.

(a) Unless the SO indicates that Travel Expenses are included in the rate or otherwise not chargeable, Customer agrees to reimburse Boomi for the travel and living expenses reasonably incurred in the performance of each SO ("**Travel Expenses**"). Travel Expenses are estimated in the fees table of the SO and, unless stated otherwise in the SO, will be subject to the following:

- Airline fares will be coach or "Y" class fares; however, whenever possible, Boomi will purchase discounted airfares.
- Car rental will be a midsize car or smaller. Mileage reimbursement for personal cars used, if any, will not exceed the current Internal Revenue Service approved reimbursement per mile for Professional Services performed in North America, and those of the applicable tax collection agency for those Services performed outside North America.
- Lodging will be in standard hotel rooms, unless otherwise agreed to by Customer. Boomi will seek competitive lodging rates and will attempt to take advantage of any special discounts, which may be negotiated by Customer at local hotels.
- Meals for Professional Services performed in North America, including travel days, will be billed at one hundred dollars (\$100.00) per day, or the local currency equivalent thereof for those Professional Services performed outside North America; No receipts for meals will be provided.

Customer's execution of a SO that includes Travel Expenses constitutes approval for Boomi to incur and be reimbursed for Travel Expenses up to the amount of the estimated Travel Expenses in the SO. No Travel Expenses shall be charged for Time designated as "Remote" in the SO.

(b) **Dates Valid.** The prices in a SO are valid for Activities performed within one (1) year of the date of Customer's execution of the SO. Any Prepaid Time unused after twelve (12) months from the date of the full execution of the SO shall expire without the right of refund.

(c) **Normal Business Hours, Weekends, and Holidays.** Unless otherwise agreed by the parties, Professional Services shall be performed Monday through Friday between the hours of 7:00 a.m. to 8:00 p.m. local time ("**Normal Business Hours**"), excluding weekends and holidays. Under a T&M SO, a Workday is eight (8) hours and equivalent to a Day; however, upon mutual agreement by the parties, Boomi may work more than eight (8) hours in a Workday and may work four (4) ten-hour Workdays in a calendar week. For billing purposes under a T&M SO, a Workday on which Boomi works ten (10) hours is equal to, and billable as, one and one quarter (1.25) Days; a week in which Boomi works four (4) ten-hour Workdays is equal to, and billable as, five (5) Days.

Boomi shall only perform Professional Services after Normal Business Hours or on weekend and holiday Workdays if authorized to do so by Customer in writing. Customer requests for Weekend and holiday Workdays must be scheduled at least fifteen (15) days in advance and be for a minimum of one (1) Day. Under a T&M SO, if Activities are performed after Normal Business Hours or on a weekend or Boomi holiday Workday, one and one half (1.5) hours shall be charged for each hour outside of Normal Business Hours, one and one half (1.5) Days shall be charged for each weekend Workday on which Activities are performed and two (2) Days shall be charged for each holiday Workday on which Activities are performed. If Activities using Prepaid Time are performed after Normal Business Hours or on a weekend or Boomi holiday Workday, one and one half (1.5) hours shall be used from the estimated Time for each hour outside of Normal Business Hours, the estimated Time shall be used at the rate of one and one half (1.5) Days for each weekend Workday on which Activities are performed and two (2) Days for each holiday Workday on which Activities are performed.

5. Warranty.

(a) **Performance.** Boomi warrants that the Professional Services shall be performed in a workmanlike, manner and with professional diligence and skill and that the Project Deliverables shall substantially conform to their descriptions in the Fixed Price SO and shall be consistent with applicable Boomi product manuals or Documentation. As Customer's exclusive remedy and Boomi's sole obligation for any and all breaches of the foregoing warranty, Boomi shall, at its option and expense, either re-perform any nonconforming Professional Services reported to Boomi, in writing, by Customer within thirty (30) days of the performance of the Professional Services or refund the fees paid for such nonconforming Professional Services.

(b) **Right to Perform.** Boomi warrants that it has all necessary licenses and permits required to perform the Professional Services, Customer's sole and exclusive remedy, and Boomi's entire liability for any breach of the warranty in the preceding sentence, shall be for Boomi to perform its obligations under the *INFRINGEMENT INDEMNITY* Section of the Agreement.

THE EXPRESS WARRANTIES AND REMEDIES IN THIS SECTION 5 ARE THE ONLY WARRANTIES AND REMEDIES PROVIDED IN CONNECTION WITH THE SERVICES, DELIVERABLES AND ACTIVITIES COVERED BY THIS ADDENDUM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM TRADE USAGE OR COURSE OF DEALING OR PERFORMANCE.

6. License to Service Materials. During Boomi's performance of the Professional Services, if Boomi creates any documentation, training materials, software scripts or advisory information (the "Materials"), such Materials are solely for use in connection with implementing the Boomi Services during the term of the Agreement and as paid for under Orders and SO's. Boomi does not agree to create any intellectual property to be assigned to Customer, and Boomi retains ownership of all know-how, ideas, techniques, documentation, and software scripts employed by Boomi to help customer as provided in the SO. Upon Boomi's receipt of payment for the Professional Services, Customer is granted a non-exclusive, non-sublicensable license to use the Materials, solely for internal business purposes in connection with the use of the Boomi Service during the Customer's paid subscription to it (for example, the AtomSphere service). Each party shall retain ownership of its own Confidential Information. No Customer intellectual property ownership rights are assigned to Boomi hereunder and no Boomi intellectual property ownership rights are assigned to Customer.