

PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Subscription Services Agreement (the "Agreement") between National Computer Company- Optimiza ("Optimiza") and Customer ("Customer"), as defined in the Agreement.

Customer has entered into the Agreement for the provision of the Services (as defined therein). If Customer procures Professional Services from Optimiza then all such services shall be provided pursuant to the terms and conditions herein. Capitalized terms used in this Addendum shall have the meaning defined under the Agreement. **The terms and conditions of this Addendum are hereby incorporated by reference into the Agreement.** In the event of conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail with respect to the subject matter herein. The terms in the Statements of Work related to the actual rates to be charged and the days and description of the Professional Services to be performed thereunder shall control as to the engagement described in that Estimate/Order Form. By accepting this agreement, by (1) clicking a box indicating acceptance, or (2) executing a statement of work in the Estimate/Order Form that references this agreement, customer agrees to the terms of this agreement. If the individual accepting this agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "customer" shall refer to such entity and its affiliates. If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not receive the professional services.

Optimiza's direct competitors are prohibited from receiving the Professional Services, except with Optimiza's prior written consent. In addition, the Professional Services may not be received for purposes of evaluating or monitoring their quality or performance, or for any other benchmarking or competitive purposes.

DEFINITIONS

"Change Order" means any change to a statement of work in the Estimate/Order Form, as applicable, as described in the "Change Orders" section below. Change Orders will be deemed incorporated by reference in the applicable statement of work in the Estimate/Order Form, as applicable in the absence of a statement of work.

"Deliverable" means a deliverable under a statement of work in the Estimate/Order Form.

"Online Services" means any online, web-based services made available by Optimiza to Customer under the Subscription Services Agreement.

"Estimate/Order Form" means an Optimiza estimate, renewal notification or order form in the name of and executed by Customer and accepted by Optimiza which specifies the Cloud Service, and any Support Services and/or Professional Services to be provided by Optimiza subject to the terms of this Agreement.

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“**Professional Services**” means work performed by Optimiza, its Affiliates, or its or their respective permitted subcontractors under a statement of work in the Estimate/Order Form, including the provision of any Deliverables specified in such statements of work in the Estimate/Order Form.

1. SCOPE OF SERVICES.

1.1 Subject to the terms and conditions of the Agreement and this Addendum, Optimiza will provide Customer with Professional Services as set forth in the applicable statements of work executed by Optimiza and Customer. All Estimate/Order Forms shall be deemed part of and subject to this Addendum. Subject to terms and conditions of the Agreement, and during the Term, Customer shall have the nonexclusive, worldwide, limited right to use any deliverables and/or training materials delivered by Optimiza to Customer as part of the Professional Services (“Deliverables”) solely for Customer’s internal business operations in connection with its authorized use of the applicable Cloud Service.

1.2 Scope of Professional Services. Optimiza will provide to Customer the Professional Services specified in each statement of work in the Estimate/Order Form (as applicable), subject to Customer’s payment of all applicable fees as set forth in the “Fees” section of this agreement.

1.3 Relationship to Online Services. This agreement is limited to Professional Services and does not convey any right to use Online Services. Any use of Online Services by Customer will be governed by a separate agreement. Customer agrees that its purchase of Professional Services is not contingent on the delivery of any future Online Service functionality or features, other than Deliverables, subject to the terms of the applicable statements of work in the Estimates/Order Form.

2. CUSTOMER COOPERATION

2.1 Cooperation. Customer will cooperate reasonably and in good faith with Optimiza in its performance of Professional Services by, without limitation:

- (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Optimiza to perform its obligations under each statement of work in the Estimates/Order Form;
- (b) timely delivering any Customer deliverables and other obligations required under each statements of work in the Estimates/Order Form;
- (c) timely responding to Optimiza’s inquiries related to the Professional Services;
- (d) assigning an internal project manager for each statement of work in the Estimates/Order Form to serve as a primary point of contact for Optimiza;
- (e) actively participating in scheduled project meetings;

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- (f) providing, in a timely manner and at no charge to Optimiza, office workspace, telephone, laboratory test material/consumables, barcode labels, and other facilities, suitably configured computer equipment with electrical and network connections, Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's Online Service account, and coordination of onsite, online and telephonic meetings all as reasonably required by Optimiza; and
- (g) complete, accurate and timely information, data and feedback all as reasonably required.

2.2 Delays. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

3. DELIVERY, ACCEPTANCE AND CHANGE ORDERS

3.1 Delivery of Services. Optimiza will provide the Professional Services, including any Deliverables, in accordance with this agreement and the applicable statements of work in the Estimate/Order Form.

3.2 Acceptance. Upon completion of each Deliverable under a statement of work in the Estimate/Order Form, Optimiza will, as applicable:

- (a) submit a complete copy to Customer; and
- (b) at Customer's request, demonstrate its functionality to Customer. Customer is responsible for reviewing and testing all Deliverables in accordance with such statement of work in the Estimate/Order Form pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. Customer will provide Optimiza with written notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable statement of work or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify Optimiza in writing within 10 business days after Optimiza's submission of the Deliverable, specifying the deficiencies in detail. Optimiza will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to Optimiza in writing within 5 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in the applicable statement of work in the Estimate/Order Form after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy:
 - i. again, reject the Deliverable and return it to Optimiza for further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two resubmissions, the matter will be escalated to Customer's

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- executive sponsor for the project associated with the statement of work in the Estimate/Order Form and the Optimiza Engagement or Account Manager or
- ii. terminate the relevant statement of work in the Estimate/Order Form immediately upon written notice and recover all Professional Services fees paid under such statement of work in the Estimates/Order Form for such deficient Deliverable. If the parties determine that a Deliverable's functional requirements specified in a statement of work in the Estimate/Order Form require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.

3.3 No Effect on Warranty Remedies. Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under the "Warranty" section below.

3.4 Change Orders. Changes to statements of work in the Estimate/Order Form will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

4. FEES, INVOICING AND TAXES

4.1 Fees. Customer will pay Optimiza for the Professional Services at the rates specified in the applicable statement of work in the Estimate/Order Form, or if no rate is specified in the statement of work in the Estimate/Order Form, Optimiza's standard rates in effect at the time the statement of work in the Estimate/Order Form. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in the statements of work in the Estimate/Order Form. Any amount set forth in a time-and-materials statements of work is solely a good-faith estimate for Customer's budgeting and Optimiza's resource-scheduling purposes, and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, SFDC Optimiza continue to provide Professional Services under the same rates and terms. Optimiza will periodically update Customer on the status of the Professional Services and the fees accrued under the statements of work in the Estimate/Order Form.

4.2 Incidental Expenses. Customer will reimburse Optimiza for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services. If an estimate of incidental expenses is provided in the applicable statement of work in the Estimate/Order Form, Optimiza will not exceed such estimate without the written consent of Customer.

4.3 Invoicing and Payment. Charges for time-and-materials engagements will be invoiced monthly in arrears unless otherwise expressly stated in the applicable statement of work in the Estimate/Order Form. Charges for fixed fee engagements will be invoiced in advance in the manner as provided in the statement of work in the Estimate/Order Form, as applicable, unless otherwise expressly stated therein. Invoiced amounts will be due and payable net 30 days from the invoice date. Customer is responsible for providing Optimiza with its complete and accurate billing and contact information and notifying Optimiza of any changes to such information.

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4.4 Overdue Charges. Subject to the “Payment Disputes” section, if any invoiced amount is not received by Optimiza by the due date, then without limiting Optimiza’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Optimiza may condition future purchases of Professional Services on payment terms shorter than those specified in the “Invoicing and Payment” section.

4.5 Suspension of Professional Services. Subject to the “Payment Disputes” section, if any amount owing by Customer under this or any other agreement for Optimiza’s Professional Services is 30 days or more overdue, Optimiza may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full.

4.6 Payment Disputes. Optimiza will not exercise its rights under the “Overdue Charges” or “Suspension of Professional Services” sections above if Customer is disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

4.7 Taxes. Optimiza fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Optimiza’s net income. If Optimiza has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Optimiza with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 Customer Intellectual Property. Customer does not grant to Optimiza any rights in or to Customer’s intellectual property except such licenses as may be required for Optimiza to perform its obligations hereunder.

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

5.3 License for Contract Property. Upon Customer’s payment of fees due under an applicable statement of work in the Estimate/Order Form, Customer grants Optimiza a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Services (without attribution of any kind) any suggestions, enhancement request, change requests, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the statements of work in the Estimate/Order Form.

6. CONFIDENTIALITY.

6.1 By virtue of this agreement, the parties may disclose to each other information that is confidential (“Confidential Information”). Confidential Information shall be limited to the terms and pricing under this agreement and Customer’s Estimate/Order Forms, Customer Data

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residing in the Cloud Service, and all information clearly identified as confidential at the time of disclosure.

6.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

6.3 Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Optimiza will protect the confidentiality of Customer Data residing in the Cloud Service for as long as such information resides in the Cloud Service. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Optimiza will protect the confidentiality of Customer Data residing in the Services in accordance with the Optimiza security practices applicable to Customer's Estimate/Order Form as described in this agreement or such Estimate/Order Form.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Each party represents that it has validly entered into this agreement and that it has the power and authority to do so. Optimiza warrants that during the Term, Optimiza will perform any Professional Services and Support Services in a professional manner consistent with industry standards. If the Services provided to Customer were not performed as warranted, Customer must promptly provide Optimiza with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying Optimiza of the deficiency in the Services). For Professional Services, Customer must notify Optimiza of any warranty deficiencies within 60 days from performance of the deficient Professional Services.

7.2 Optimiza does not warrant that the services will be performed error-free or uninterrupted, that Optimiza will correct all services errors, or that the services will meet Customer's requirements or expectations. Optimiza is not responsible for any issues related to the performance, operation or security of the services that arise from customer data or third-party applications or services provided by third parties.

7.3 For any breach of the services warranty, customer's exclusive remedy and Optimiza's entire liability shall be the correction of the deficient services that caused the breach of warranty.

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7.4 To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

8. LIMITATIONS OF LIABILITY.

8.1 In no event will either party or its affiliates be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages, or any loss of revenue, profits (excluding fees under this agreement), sales, data, data use, goodwill, or reputation.

8.2 In no event shall the aggregate liability of Optimiza and its affiliates arising out of or related to this agreement or customer's estimate/order form, whether in contract, tort, or otherwise, exceed the total amounts actually paid under customer's estimate/order form for the services giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability.

8.3 Governing Law and Jurisdiction. This agreement is governed by the law of the Hashemite Kingdom of Jordan and Customer and Optimiza agree to submit to the exclusive jurisdiction of the Jordanian courts in any dispute arising out of or relating to this agreement.

9. TERM AND TERMINATION

9.1 Term. This agreement commences on the Effective Date and will remain in effect until terminated in accordance with this section.

9.2 Termination for Convenience. Either party may terminate this agreement at any time for convenience upon 10 days' written notice to the other. To the extent there are statements of work in the Estimate/Order Forms in effect when a party terminates this agreement, such statements of work in the Estimate/Order Forms shall continue to be governed by this agreement as if it had not been terminated. Customer may terminate an individual statement of work in the Estimate/Order Form for convenience to the extent set forth in such statement of work in the Estimate/Order Form.

9.3 Termination for Cause. A party may terminate this agreement and/or any statement of work in the Estimate/Order Form for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4 Payment Upon Termination. Upon any termination of a statement of work in the Estimate/Order Form, Customer will pay, in accordance with the "Invoicing and Payment" section of this agreement, any unpaid fees and expenses incurred on or before the termination date (such Professional Services fees to be paid on a time-and-materials or percent-of-completion basis, as appropriate). In the event that Optimiza terminates a statement of work in the Estimate/Order Form for cause, any pre-paid fees for Professional Services charged on a

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fixed-fee basis are non-refundable, unless expressly stated otherwise in a statement of work in the Estimate/Order Form.

10. INSURANCE.

Each party will maintain, at its own expense during the term of this agreement, insurance appropriate to its obligations under this agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

11. TOOLS.

Notwithstanding any other provision of this Addendum: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Optimiza to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are made available on the same terms as the Deliverables; and (ii) the term "Deliverables" shall not include the Tools. Tools are Optimiza Confidential Information.

12. SUBCONTRACTING.

Optimiza's relationship with Customer pursuant to this Addendum will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any on behalf of the other. Optimiza may, in its reasonable discretion, use subcontractors inside or outside Jordan to perform any of its obligations hereunder. Optimiza will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Optimiza's obligations under this Agreement, except as otherwise specified herein.