



FIXED FEE SERVICES TERMS U.S. Version

These Fixed Fee Services Terms are incorporated by reference into the CSS Terms and apply to any Special Terms for services performed for a fixed fee.

1. **DEFINITIONS.** The definitions in the CSS Terms shall apply in addition to the following definitions:

"Fixed Fee Services" means services performed for a fixed price or on a milestone basis (as opposed to services performed against a periodic rate).

"Personnel" means employees, independent contractors, and subcontractors that the Company deploys for performance of any Services.

2. FIXED FEE SERVICES.

2.1 Scope of Fixed Fee Services. Company shall perform the Fixed Fee Services set forth in the applicable Special Terms or Statement of Work. If Customer requests services outside the Special Terms or the Statement of Work then Parties may (i) amend the Statement of Work; or (ii) provide such services on a time & materials basis subject to Company's then-current Time & Materials Services Terms.

2.2 Contacts and Assigned Personnel. Each party shall appoint at least 1 primary and 1 substitute contact person for all communications with the other party. Company (i) may select, remove and replace Personnel from time to time in its sole discretion; and (ii) shall be responsible for the management and administration of its Personnel.

2.3 Performance Records. Personnel may keep records of the Fixed Fee Services performed for Customer including records with respect to the dates and duration of performances and the type of services performed ("Performance Records").

3. ACCEPTANCE.

3.1 Acceptance. Work Product does not require acceptance testing or a formal acceptance, unless the parties have expressly agreed on an acceptance requirement in the applicable Statement of Work.

3.2 Completion and Acceptance Testing. If Work Product is subject to acceptance testing, Company shall notify Customer when such Work Product is ready for acceptance testing. Using the acceptance test, Company shall determine whether the Work Product materially conforms to the mutually agreed specifications in the applicable Statement of Work ("Acceptance Criteria"). When the acceptance test demonstrates that the Acceptance Criteria are met, Company shall notify Customer that the Work Product has passed the acceptance test ("Acceptance").

3.3 Repeat Testing. If such Work Product fails to materially conform to the applicable Acceptance Criteria, Company shall use commercially reasonable efforts to remedy the non-conformance and repeat the acceptance test.

3.4 Deemed Acceptance. Work Product shall be deemed to be Accepted upon the earlier of (i) passage of the Acceptance Test, (ii) Customer's approval of the Work Product; (iii) payment of any amounts with respect to the Work Product; or (iv) use of the Work Product by Customer for any purpose other than testing.

4. LIMITED WARRANTY AND DISCLAIMER.

4.1 Limited Warranty. Company warrants that the Work Product substantially conforms to the Statement of Work and Acceptance Criteria, if any, as of (i) the date of Acceptance, with respect to Work Product that is subject to acceptance testing; or (ii) the date of delivery with respect to all other Work Product.

4.2 Exclusive Remedies. If Work Product fails to materially conform to the limited warranty during the Warranty Period, Company shall, either (i) repair or replace the non-conforming Work Product to remedy the non-conformity; or (ii) refund to Customer the fees paid for such Work Product in exchange for the return of the non-conforming Work Product, in which case all licenses granted to Customer for such Work Product shall be automatically revoked. THE REMEDIES PROVIDED IN THIS SECTION WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST COMPANY WITH RESPECT TO ANY NON-CONFORMANCE OF FIXED FEE SERVICES OR WORK PRODUCT.

4.3 Warranty Period. Unless otherwise agreed, the warranty period shall be 90 days from (i) Acceptance, for any Work Product that is subject to acceptance testing, or (ii) delivery, for any Work Product that is not subject to acceptance testing.

4.4 Disclaimer. EXCEPT AS SPECIFIED ABOVE, COMPANY MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY FIXED FEE SERVICES OR WORK PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5. WORK PRODUCT.

5.1 License to Work Product. Company shall grant to Customer a non-exclusive, non-transferable, and non-sublicenseable license to use Work Product solely for Customer's internal business purposes.

5.2 Customer Data. Customer grants Company a non-exclusive right to use Customer Data to perform the Services and create Work Product.

5.3 All Other Rights Reserved. Company reserves all rights, title and interest in and to all Work Product. Customer reserves all rights, title and interest in and to Customer Data that Customer owns or acquires independently of the provision of Fixed Fee Services hereunder.

6. TERMINATION.

6.1 Term. The term of any Fixed Fee Services project will continue until (i) completion of the Fixed Fee Services under the applicable Statement of Work; or (ii) termination of the applicable Statement of Work in accordance with this Section.

6.2 Termination for Cause. Either party may terminate a Statement of Work by written notice, effective immediately, if the other party fails to cure any material breach of the Fixed Fee Services Terms related such Statement of Work within 30 days after receiving written notice from the non-breaching party detailing the alleged material breach.

6.3 Consequences. Unless Customer terminates a Statement of Work because of Company's material breach of these Fixed Fee Services Terms, Customer shall pay to Company all fees specified in the applicable Statement of Work less out-of-pocket expenses saved by Company as a result of the early termination and return to Company all Work Product, Company's Confidential Information, without retaining any copies thereof and all licenses granted to Customer under these Fixed Fee Services Terms for Work Product shall be automatically revoked.