

PROFESSIONAL SERVICES ADDENDUM

The terms set forth in this Professional Services Addendum (this "**Addendum**") apply to Professional Services purchased by Customer under an Order Form or otherwise provisioned by Absolute to Customer. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Master Subscription Agreement or other agreement (the "**Agreement**") between Customer and Absolute governing Absolute's provision of Professional Services to Customer.

1. Services. Absolute will provide Professional Services in accordance with Absolute's standard package service offerings as described at <https://www.absolute.com/customers/services/> ("**PS Offerings**"), or as otherwise communicated to Customer by Absolute. If Customer requests custom Professional Services in addition to, or instead of, Absolute's standard package service offerings, then Customer and Absolute may execute a separate statement of work ("**Statement of Work**") prior to Absolute commencing any custom Professional Services.

2. Ownership. Unless otherwise expressly stated in a Statement of Work, Absolute owns all right, title, and interest in and to any Deliverables (defined below), work product, results, and other materials created or developed by Absolute, or delivered to Customer, in connection with the provision of Professional Services ("**Work Product**"), including any intellectual property rights therein. Work Product will be deemed a Product under the Agreement. Customer is hereby granted a non-exclusive, non-transferable, non-sublicensable license to use the Work Product in connection with other Products during the term of the applicable Subscription Term. Except as expressly provided in the Agreement and this Addendum, nothing herein transfers, assigns, or conveys any right, title, and interest in and to any Work Product to Customer.

3. Start-Up Costs and Ramp-Down Costs. If Customer stops or postpones a Professional Services project, Customer will pay for all Professional Services rendered up to the stop or postponement date and will pay for any reasonable start-up costs associated with re-activating resources to complete the subject Professional Services and any reasonable ramp-down costs associated with removing resources from the subject Professional Services.

4. Tools and Place of Work. Customer will provide all supplies, facilities, materials and other things which are required to perform the Professional Services, except for those things which Absolute is required to supply as set out in the Statement of Work or as contemplated in the PS Offerings. Except as set forth in a Statement of Work, the PS Offerings or otherwise agreed to in writing, all Professional Services will be performed remotely by Absolute. Customer will also provide Absolute with any access to Customer's premises, facilities and systems which Absolute requires to perform the Professional Services.

5. Changes. No changes will be made to Professional Services or the Statement of Work (if applicable) except by a written amendment signed by Customer and Absolute. Any changes to Professional Services or the Statement of Work (if applicable) may delay completion of the Professional Services and/or increase the related Fees. For clarity, if the PS Offerings are updated after Customer has purchased the applicable Professional Services, the version of the PS Offerings in effect at the time the applicable Order Form was entered into will apply with respect to those Professional Services.

6. Acceptance. Unless otherwise specified in a Statement of Work, following receipt of each deliverable specified in the Statement of Work (each a "**Deliverable**"), Customer will have ten (10) days (the "**Acceptance Period**") to perform acceptance testing of that Deliverable to confirm whether the Deliverables meet the applicable standards or specifications specified in the Statement of Work in all material respects ("**Acceptance Criteria**"). Customer may reject Deliverables that do not meet the Acceptance Criteria by notifying Absolute in writing of its rejection during the Acceptance Period. All Deliverables not validly rejected by Customer in accordance with the foregoing sentence will be deemed accepted by Customer. Absolute will use commercially reasonable efforts to correct and redeliver any validly rejected Deliverables within 30 days after receipt of Customer's notice thereof. Redelivered Deliverables will be subject to the acceptance testing procedures specified in this Section. Customer agrees to cooperate with Absolute to isolate, identify and resolve any problems in the Deliverables.

7. Non-Hire. Customer acknowledges that each of Absolute's personnel involved in providing Professional Services to Customer is a valuable asset to Absolute. Accordingly, Customer agrees not to employ or solicit for employment or entice away any of Absolute's personnel involved in the provision of Professional Services to Customer without Absolute's prior written consent, unless the person in question (i) has ceased to be employed by Absolute for a period of 90 days, or (ii) contacts Customer with no direct solicitation from Customer in response to a general advertisement, RFP, or job posting.

8. Professional Services Disclaimer. ALTHOUGH ABSOLUTE'S PROFESSIONAL SERVICES MAY INCLUDE INSTALLATION AND CONFIGURATION OF THE SOFTWARE ON CUSTOMER'S DEVICES, OR MAY REQUIRE ABSOLUTE TO ACCESS CUSTOMER'S NETWORK SYSTEMS IN ORDER TO PROVIDE PROFESSIONAL SERVICES OR SUPPORT, CUSTOMER AGREES THAT IT IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE MAINTENANCE, CONTROL, OPERATION AND SECURITY OF CUSTOMER'S NETWORK SYSTEMS, INCLUDING THE RESPONSIBILITY OF MONITORING AND MAINTAINING THE SOFTWARE ON CUSTOMER'S DEVICES TO ENSURE THAT CUSTOMER'S NETWORK SYSTEMS AND DEVICES CONTINUE TO FUNCTION PROPERLY. FOR THE AVOIDANCE OF DOUBT, ABSOLUTE WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGE TO CUSTOMER'S NETWORK SYSTEMS RESULTING FROM ABSOLUTE'S GOOD FAITH EFFORTS TO PROVIDE PROFESSIONAL SERVICES OR SUPPORT.

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