

SERVICES ADDENDUM

1. Definitions and Interpretation.

“**Customer Representative**” means the individual identified in the Order Form or such other individual as the Customer may nominate and notify to DRB from time to time.

“**DRB Personnel**” means all individuals involved in the performance of Services and/or Software as employees, agents, or independent contractors of DRB or any subcontractor.

“**DRB Representative**” means the individual identified in the Order Form or such other individual as DRB may nominate and notify to Customer from time to time.

“**Created Materials**” means those Materials specifically created by DRB as part of the Services, by officers, employees or consultants of DRB (including any Materials received from the Customer that are adapted, modified or derived from such Materials), provided that such Materials are approved by Customer and incorporated into deliverables.

“**Created Software**” means the software created by DRB or commissioned by DRB to be created by a third party in connection with the Services, which is incorporated into the Deliverables during the Term.

“**Materials**” means any artwork, copy, models, designs, photographs, paintings, logos, or any other material protected by Intellectual Property Rights, but not including any software.

“**Project Plan**” means the detailed plan describing the Services and setting out estimated timetables if applicable and responsibilities of each of the Parties for, or in connection with, the provision of the Services by DRB in accordance with this Agreement.

“**Third Party Software**” means software which is to be incorporated into the deliverables, the Intellectual Property Rights in which are owned by or are licensed by a third party.

In the case of conflict or ambiguity between any provision contained in the body of this Addendum and any provision contained in the General Terms and Conditions in respect of the Services, the provision in the body of this Addendum shall take precedence.

Any capitalized terms not defined in this Addendum shall have the meaning given in the Agreement.

2. DRB Obligations.

2.1 DRB shall use all commercial endeavors to provide the Services to the Customer in accordance with the timing set out in the Project Plan. Such timing shall not be of the essence.

2.2 Customer acknowledges that nothing in this Agreement shall restrict or limit DRB from performing the same or similar Services for any third party.

3. Customer Obligations.

3.1 Customer shall at all times during the Term: provide DRB Personnel with such access to Customer’s premises and Customer Systems as is necessary for DRB to perform the Services in accordance with this Agreement and Documentation.

4. Change Control.

4.1 If either Party requests a change to the scope or execution of the Services, DRB shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the change;
- (b) any variations to the Fees arising from the change;
- (c) the likely effect of the change on the Project Plan; and
- (d) any other impact of the change on the terms of the Agreement.

4.2 If DRB requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

4.3 If the Customer wishes DRB to proceed with the change, DRB has no obligation to do so unless and until the Parties have agreed in writing on the necessary variations to its Fees, the Project Plan and any other relevant terms of the Agreement to take account of the change.

5. Intellectual Property Rights.

5.1 Notwithstanding Section 9.1 of the General Terms and Conditions and subject to DRB receiving payment of all Fees attributable to the Services, DRB hereby assigns (and in the case of copyright, by way of a present assignment of future copyright) all of the Intellectual Property Rights in the Created Materials which are capable of being assigned together with the right to sue for past infringement of the Intellectual Property Rights in the Created Materials.

5.2 Notwithstanding Section 9.1 of the General Terms and Conditions and subject to DRB receiving payment of all Fees attributable to the Created Software, DRB grants to Customer a license to use the Created Software in the territory for the purposes and period of time set out in the Quote.

5.3 Customer acknowledges that ownership of (including, without limitation, ownership of all Intellectual Property Rights in) any Third Party Software shall remain vested in DRB’s licensors. Subject to DRB receiving payment of all Fees attributable to the Third Party Software licensed under this Section and to the rights of DRB’s licensors, DRB hereby grants to Customer a license to use such Third Party Software in the territory for the purposes and period of time set out in the Quote.

6. Subcontractors. DRB may from time to time, in its discretion, engage third parties to perform Services (each, a “**Subcontractor**”), provided that DRB shall be responsible for the acts and omissions of its Subcontractors, which result in a breach of this Agreement.

7. DRB Representations, Warranties, and Covenants. DRB represents, warrants, and covenants to Customer that DRB will perform the Services using personnel of reasonable skill and in a professional manner.