



EXHIBIT C - PROFESSIONAL SERVICES

(V1. 2023 ASIA)

This exhibit is attached to and forms an integral part of the Agreement signed between Customer and Botify and is intended to describe in general the Professional Services provided to Customer under the Agreement. Customer acknowledges that it has read, understood, and retained a copy of this exhibit and agrees to be bound by it.

A. Professional Services Provisions

1. **Description of Professional Services.** Beginning on or about the Effective Date, Botify will provide the services (“Professional Services”) to Customer as described in a mutually executed Order Form and/or Statement of Work (“SOW”).
2. **Customer’s Obligations.** Customer agrees to provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable Botify to perform the Professional Services. Customer acknowledges that Botify’s ability to provide Professional Services requested may be affected if Customer does not provide such reasonable assistance.
3. **Project Management.** Each party shall designate a Project Manager who will work together with the other party’s Project Manager to support an efficient delivery of Professional Services.
4. **Change Order.** In order to change the Description of Professional Services set forth above, Customer will submit a written request to Botify noting proposed changes in detail and Botify will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change in Professional Services. Botify will continue performing the Professional Services in accordance with this Exhibit E until the parties agree in writing on the change in scope of work, scheduling, and fees.
5. **License.** Subject to the terms and conditions of the Agreement, Botify grants Customer a non-exclusive, non-transferable, royalty-free license to use for its internal business purposes all reports and other materials developed by Botify as a result of the Professional Services for which Botify has received full payment (“SOW Results”).
6. **Proprietary Rights.** Botify shall own and retain all right, title and interest in and to the Professional Services, including SOW Results and/or any and all derivatives, enhancements or modifications to the foregoing, and all intellectual property and proprietary rights worldwide relating thereto, subject only to Customers’ rights to Customer’s Confidential Information. Botify makes no assignment of any sort to Customer under this Agreement.
7. **Warranty.** Botify warrants for ninety (90) days from the performance of any Professional Services by Botify that such Professional Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must report in writing any breach of this warranty to Botify during the relevant warranty period, and Customer’s exclusive remedy and Botify’s entire liability for any breach of such warranty shall be the re-performance of the Professional Services, or if Botify is unable to perform the Professional Services as warranted, Customer shall be entitled to recover the fees paid to Botify for the nonconforming Professional Services.

B. Payment Provisions

- 1. Fees.** Professional Services shall be provided under this Professional Services Attachment at the rates set forth in the applicable Order Form and/or SOW.
- 2. Payment Type.** The Professional Services, if requested, are provided either on a fixed fee or on a time and materials (“T&M”) basis as described in the applicable Order Form and optional SOW. For fixed fee engagements, Customer shall pay Botify the fees stated in the applicable Order Form plus all travel and living expenses (“Expenses”). For T&M engagements, Customer shall pay Botify for time spent performing such Professional Services at Botify standard consulting rates, materials, and all Expenses associated with Botify personnel traveling to Customer’s site. All Expenses will be pre-authorized in writing by Customer.
- 3. Travel Expenses.** Travel Expenses incurred from Professional Services selling are re-invoiced to Customer with no mark-up, when on-site trainings are provided to Customers. This excludes cases when Customer site is located in New-York, London or Ile-de-France.

C. Miscellaneous

- 1. Product Mix.** Customer acknowledges that the Professional Services (if requested by Customer) acquired hereunder will be ordered separately from the Subscription Services described on the Botify Order Form and Customer may acquire either Subscription Services or Professional Services without acquiring the other.
- 2. Independent Contractor.** Both parties agree that Botify is an independent contractor and, as such, neither Botify nor its personnel shall be considered employee(s) of Customer. Customer is neither liable nor responsible for withholding or deducting any sums for federal or state income taxes, social security, health, workers compensation, and disability insurance coverage, pension or retirement plans for Botify personnel.
- 3. General Skills and Knowledge.** Notwithstanding anything to the contrary in this Agreement, Botify shall not be prohibited by Customer from utilizing any skills or knowledge of a general nature acquired during the course of performing the Services specified under this Agreement.

D. Botify Activation – PageWorkers Professional Services

- 1.** Our teams will work with your teams to determine the most relevant optimizations for your platform within the scope of the PageWorkers solution.
- 2.** These optimizations will be reviewed beforehand by Botify to determine their feasibility with respect to the specificity of our business and our practices and will be formalized by a joint written agreement between Botify and the customer prior to their implementation.
- 3.** Thus, the scope of these optimizations will be strictly limited to the PageWorkers modules and will not include specific external developments such as custom Javascripts development.
- 4.** The possible specific developments and their possible associated costs will be discussed between the Parties.