

Annex B – Professional Services Schedule

This Annex B – Professional Services Schedule (the “**Services Schedule**”) supplements and is incorporated by reference into the applicable HiveMQ Subscription or SaaS Terms (the “**Agreement**”). This Services Schedule applies to the professional services described in this Services Schedule that are designed to provide dedicated HiveMQ advice based on its expertise, recommend solutions based on HiveMQ-proven methodologies and to help Customer use the HiveMQ Platform and Extensions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.

1. Services.

- 1.1 Provision of Services. HiveMQ will provide Services and – where applicable – Deliverables, to Customer, subject to Customer fulfilling its obligations under Section 2.1 (Cooperation).
- 1.2 Invoices and Payment. Customer will pay all Fees for Services ordered under an order form to this Services Schedule. Fees for some Services may be non-cancellable, as specified in the order form.
- 1.3 Personnel. HiveMQ will determine which Personnel will perform the Services. If Customer reasonably requests a change of Personnel then HiveMQ and Customer will work together to find a suitable replacement.
- 1.4 Compliance with Customer’s Onsite Policies and Procedures. HiveMQ Personnel performing Services at Customer’s facilities will comply with Customer’s reasonable onsite policies and procedures, if any, made known to HiveMQ in writing in advance.

2. Customer Obligations.

- 2.1 Cooperation. Customer will provide reasonable and timely cooperation in connection with HiveMQ’s provision of the Services. HiveMQ will not be liable for a delay caused by Customer’s failure to provide HiveMQ with the information, materials, consents, or access to Customer facilities, networks, or systems required for HiveMQ to perform the Services. If HiveMQ informs Customer of such failure and Customer does not cure the failure within 30 days, then (a) HiveMQ may terminate any incomplete Services and (b) in addition to Fees in Section 6(b) (Effect on Payment), Customer will pay actual costs incurred by HiveMQ for the cancelled Services.
- 2.2 No Personal Data. Customer acknowledges that HiveMQ does not need to process Personal Data to perform the Services. Customer will not provide HiveMQ with access to Personal Data unless the parties have agreed in a separate agreement on the scope of work and any terms applicable to HiveMQ’s processing of such Personal Data.

3. Intellectual Property.

- 3.1 **Background IP.** Customer owns all rights, title, and interest in Customer's Background IP. HiveMQ owns all rights, title and interest in HiveMQ's Background IP. Customer grants HiveMQ a license to use Customer's Background IP to perform the Services to Customer (with a right to sublicense to HiveMQ Affiliates and subcontractors). Except for the license rights under Sections 3.2 (HiveMQ Technology) and 3.3 (Deliverables), neither party will acquire any right, title, or interest in the other party's Background IP under this Services Schedule.
- 3.2 **HiveMQ Technology.** HiveMQ owns all rights, title, and interest in HiveMQ Technology. To the extent HiveMQ Technology is incorporated into Deliverables, HiveMQ grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license (with the right to sublicense to Affiliates) to use the HiveMQ Technology in connection with the Deliverables for Customer's internal business purposes.
- 3.3 **Deliverables.** HiveMQ grants Customer a limited, worldwide, non-exclusive, perpetual, fully-paid, non-transferable license (with the right to sublicense to Affiliates) to use, reproduce, and modify the Deliverables for Customer's internal business purposes. All software elements of Deliverables that are subject to an open source license as communicated to Customer shall not be governed by this Section 3.3. The right to use these software elements is governed exclusively by the applicable open source license terms that are made available to the Customer ("**Separately Licensed Software**").
4. **Warranty and Remedy.** Sections "**Infringements**" and "**Warranty**" of the Agreement shall also apply to Deliverables.
5. **Effects of Termination.** If this Services Schedule or an order form under this Services Schedule expires or terminates, then:
- (a) **Effect on Services.** The rights granted by one party to the other regarding the Services will cease immediately except as described in this Section 6 (Effects of Termination); and HiveMQ will stop work on the Services; and
- (b) **Effect on Payment.** Customer will pay for: (i) Services, including work-in-progress, performed before the effective date of termination or expiration and (ii) any remaining non-cancellable Fees. HiveMQ will send Customer a final invoice for payment obligations under the order form.
- (c) **Survival.** The following Sections of this Schedule will survive expiration or termination of this Services Schedule: 3 (Intellectual Property), 5 (Warranty), 6 (Effects of Termination), and 9 (Additional Definitions).
6. **Additional Definitions.**

"**Background IP**" means all intellectual property rights owned or licensed by a party (a) before the effective date of the applicable order form or (b) independent of the Services.

“Deliverables” means a tangible or intangible byproduct, which may be provided by HiveMQ Personnel as part of the Services and specified as Deliverables in an order form.

“HiveMQ Technology” means: (a) HiveMQ Background IP, (b) all intellectual property and know-how applicable to the HiveMQ Platform and/or Extensions, and (c) tools, code, algorithms, modules, materials, documentation, reports and technology developed in connection with the Services that have general application to HiveMQ’s other customers, including derivatives of and improvements to HiveMQ’s Background IP. HiveMQ Technology does not include Customer Background IP or Customer Confidential Information.

“Notification Email Address” means the email address(es) designated by Customer in the applicable order form.

“Personnel” means a party’s and its Affiliates’ respective directors, officers, employees, agents, and subcontractors.

“Services” means consulting and professional services designed to help Customer use the HiveMQ Platform and Extensions as agreed upon in an order form.

“Prices” means the amounts agreed to in an order form under this Services Schedule.