

## Dodge Construction Network Consulting Services Addendum

### CONSULTING SERVICES ADDENDUM

This Dodge Construction Network (“DCN”) Consulting Service Addendum is intended to supplement the Master Services Agreement (“MSA”) with respect to the provision of Consulting Services to You. All capitalized terms in the Consulting Services Addendum are as defined in the Glossary of Terms to the MSA, which can be found here: <https://www.construction.com/terms-conditions/>. Specific Consulting Services (“the Services”) subject to this Addendum are as defined in the SOW.

1. **Scope of Services.** The scope of Services shall be as defined in the SOW. In the event that the scope of Services changes during the Engagement, DCN reserves the right to amend the Fee accordingly. No change to the scope of Services shall be binding upon by DCN unless DCN and You first agree to the amended scope in a written and dated SOW Amendment executed by the Parties. The final work product generated by DCN shall be referred to as the DCN Deliverable.
2. **Delivery of Services.** DCN shall at all times be deemed to be an independent contractor and not an employee of the Customer or its Affiliates. Unless otherwise specified in the SOW, DCN shall have the right to store Customer Data required to perform the Services on DCN servers during the Engagement.
3. **Your Responsibilities.** You shall designate a Project Lead responsible for coordinating with DCN during the Engagement. It shall be the Your responsibility to make such employees, agents, representatives, and Your Data available to DCN as may reasonably be required by DCN to perform the Services. You shall be responsible for the timely review of all DCN work product, including interim work product, and to provide such feedback as DCN requires to complete the Services. Your failure to respond in a timely fashion to DCN’s request for approval of interim work product shall be deemed an approval, authorizing DCN to proceed to the next phase of the Services.
4. **Fee.** The Fee shall be as defined in the SOW. The Fee shall include all applicable administrative and other expenses incurred by DCN in connection with the Services. DCN shall have no obligation to reimburse Your expenses. Your failure to timely pay the Fee shall be grounds for DCN to immediately suspend the Services.
5. **DCN Deliverable Ownership.** You shall have no title, license, or other right to the Deliverable in the event that Customer fails to pay the Fee for any reason. In no event shall You have rights in or to DCN Data, other than as may be incorporated into the Deliverable, unless such rights are expressly granted in the SOW.
6. **Data Access.** In the event that You are provided web-enabled access to DCN servers to assist DCN in providing the Services, such access shall be exclusively via passwords issued by DCN to Your Named Users (“Users”) approved by DCN. Named User IDs are not transferrable within Your organization or to Affiliates or Subsidiaries unless otherwise authorized by DCN. Failure to observe Named User restrictions shall be deemed a material breach of Section 3(c) of the MSA.
7. **Covenants, Representations and Warranties.** You covenant, represent, and warrant that: (a) You have full legal rights to all of Your Data provided to DCN in furtherance of the Services, and nothing that You provide to DCN does or will violate, breach any duty owed by You under a third-party contract or any law, rule, or regulation to which You are subject; (b) Your use of the Services will not violate any intellectual property, privacy, or other property or privacy right of any third person to whom such a duty is owed; (c) You shall access the Platform exclusively through Named Users; and (d) You, Your Affiliates and Named Users will comply in all material respects with all federal, state, local and foreign laws, rules and regulations applicable to the performance of its obligations under this Agreement;
8. **Survival.** Paragraphs 4 and 7 of this Addendum shall survive termination of the Agreement for any reason.