

Professional Services Exhibit

The following terms and conditions govern all Professional Services provided by Apteau.

1.1 Acceptance of Custom Service Deliverables

- a. Following receipt of each Service Deliverable, Customer will have thirty (30) days to perform acceptance testing of that particular Service Deliverable.
- b. If the particular Service Deliverable does not embody the mutually agreed characteristics set forth in the Schedule, Customer may reject such Service Deliverable by giving Licensor written notice rejecting the particular Service Deliverable, and the reasons therefore, within the thirty (30) day testing period. If Customer does not give Licensor written notice rejecting the particular Service Deliverable within the thirty (30) day testing period, such Service Deliverable shall conclusively be deemed accepted.
- c. If Customer gives Licensor written notice rejecting the particular Service Deliverables within the thirty (30) day testing period, then within thirty (30) days after receipt of Customer's notice Licensor will make any reasonable corrections or changes and resubmit the Service Deliverables to Customer for further acceptance testing.
- d. Upon Customer's receipt of the revised Service Deliverables, the parties will repeat the procedure outlined in subparagraphs a, b and c above until the Service Deliverables are accepted.
- e. The table below defines the severity levels which shall be allocated to any issues raised relating to the Service Deliverable. The severity of the issue will be reviewed and finally determined by Licensor and in some cases the Customer may be asked to provide a brief description of the impact and rationale for 'urgent' and 'critical' severity levels. The severity level may change during the life of an issue. For instance, severity may be reduced with a viable workaround or the inability to recreate the problem. Severity may also be upgraded based on increased frequency of the issue or project deadlines. An acceptance shall occur if there are no open items with a severity level of 'critical' or 'urgent.'

Severity	Definition
1 – Critical	The entire system or functional component is inoperable and cannot be used until the error is resolved.
2 – Urgent	A serious error in a business critical function where no viable workaround is available.
3 – Standard	An error that does not stop the user progressing or a viable workaround is possible.
4 – Low	Errors that cause no loss of functionality, or which may be considered cosmetic or annoying in nature.
5 – Enhancement	Feature is operating to the agreed specification/requirement however its method of operation may be altered in order to deliver more business benefits.

1.2 Customer's Obligations

- a. The Customer shall deploy appropriately skilled and qualified personnel in the performance of its obligations under the Schedule, and shall provide information, decisions and approvals in a timely manner to facilitate the agreed delivery schedule.
- b. The Customer shall make available to Licensor access to all environments as required under the Schedule, or as otherwise agreed between the parties
- c. Licensor and the Customer will work together in good faith to mitigate any delay in completion or delivery or in the provision of the Services resulting, in the reasonable opinion of Licensor, from Customers failure to perform its obligations as described in the Schedule(s).

1.3 Other Professional Services Terms and Conditions

- a. For time and material orders, Apteon will invoice Customer on a time and materials basis at the end of each month at the billing rates set forth below for work performed during the previous month.
- b. Place of Performance. If Licensor's personnel, agents or representatives are required to travel to a location other than one of Licensor's facilities, Customer will pay or reimburse Licensor in accordance with the payment terms set forth in the Schedule (or Licensor's standard terms if none are specified in the Schedule) for all reasonable and actual travel expenses including airfare, ground transportation, lodging and meals for personnel required to travel. Licensor will adhere to its corporate travel policies and provide a copy, if requested by Customer, unless otherwise agreed in writing prior to undertaking a project. Services to be provided on-site at Customer's facilities will be scheduled in advance by written agreement of both parties. Both parties will use reasonable efforts to accommodate any requested change in the scheduled dates for on-site services, subject to the availability of appropriate personnel. At Customer's request, Licensor will provide receipts or other reasonably satisfactory evidence of such expenses.
- c. If Licensor charges Travel Time the rate and conditions shall be agreed by Licensor and Customer in advance and set out in the applicable Schedule. Travel time is defined as follows: (i) consultant's roundtrip travel time from consultant's location to the customer site; and (ii) consultant's travel time between customer's sites and/or any other customer-designated locations.
- d. Licensor agrees to advise Customer in writing at the earliest possible time when postponing or canceling scheduled Services activity. In such instances, no liability shall arise, Customer will pay all fees and expenses associated with Services and Service Deliverables provided and Licensor and Customer shall collaborate with reasonable commercial diligence to resume or reschedule the cancelled activity.
- e. All Service Deliverables developed by Licensor pursuant to a SOW shall be the property of Licensor provided, however, that Customer is hereby granted a non-exclusive and non-transferable license to use the Service Deliverables solely for its internal business purposes, subject to the restrictions set out in the Agreement and the applicable SOW. For greater certainty, insofar as the Agreement contains restrictions on Customer's use of the Software, such restrictions shall apply equally to any and all Software Deliverables.
- f. Change Procedure. Project costs and durations set forth in a SOW are based on the scope, requirements and assumptions as defined in the SOW. Variance in the scope, requirements or assumptions will have an impact on the project's time and cost. Licensor utilizes a formal change control procedure to respond to and manage the changes that inevitably may occur throughout the duration of a project. The purpose of this procedure is not to inhibit or prevent change, but rather to facilitate change in an orderly manner. Licensor's change control procedure is summarized below:
 - i. Either Customer or Licensor may initiate a change order (For example, after approving and performing the custom-coding portion of the project, Customer may recognize that a change is necessary. Customer will bring this to Licensor's attention as quickly as possible.)
 - ii. Customer will work with Licensor to document all requested changes in Licensor's standard change request form ("Change Order Form"). This documentation will include a description of the change, reason for the change, areas affected, estimated hours, costs and completion date. Licensor will then submit each Change

Request Form to Customer for its review and approval before any work is started on the change. Licensor will, likewise, review and approve the changes before any work is started.

- iii. In the event that the parties disagree about the proposed changes, each Party shall, within forty-eight (48) hours from the report of the issue, identify a Senior Management Officer who has decision making authority for each of the respective Parties. The Senior Management Officers will meet and arrive at a mutually acceptable decision. The results of the meeting will be documented and filed with the project library and any milestone dates will be adjusted accordingly.