

PROFESSIONAL SERVICES EXHIBIT

This exhibit contains the terms governing the provision of any Professional Services pursuant to the Agreement and is hereby incorporated into the Agreement. The terms of this exhibit are applicable to any Professional Services purchased by Customer from time to time.

1. Performance of Professional Services.

- a. Statements of Work. Each Professional Services project Licensor undertakes on behalf of Customer shall be described in a Statement of Work or Order Form setting forth the agreed upon scope of the Professional Services, Service Deliverables, estimated hours/work effort, billing rates and other pricing information, project schedule (if applicable) and estimated delivery dates. Both Parties shall execute each Statement of Work, all of which shall be deemed incorporated into the Agreement. If there is a conflict between the terms set forth in the Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.
- b. Tasks and Service Deliverables.
 - i. Licensor shall perform the Professional Services and provide the Service Deliverables described in the applicable Statement of Work and any Change Order Forms (as defined below) issued pursuant to the applicable SOW. Licensor and the Customer agree to work together in good faith to mitigate any delay in completion or delivery or in the provision of the Professional Services.
 - ii. Licensor shall perform the Professional Services with reasonable skill and care.
 - iii. Licensor shall use reasonable endeavors to meet dates specified in a SOW for the delivery of Professional Services and Service Deliverables. Licensor shall use commercially reasonable efforts to schedule resources upon request from the Customer's representative or their designee.
 - iv. It is understood and agreed that Licensor's Professional Services may include the provision of advice and recommendations, but adoption of any recommendations are the responsibility of the Customer. Licensor shall be responsible for project management of Licensor's resources and commitments however Customer shall be responsible for overall management of the project.
 - v. Time and schedule estimates are based on Licensor's experience with other similar change or services requests in the past, and the information available at the time of preparing the estimate. Licensor shall use reasonable endeavors to adhere to any estimate provided, however actual effort may vary and Licensor shall keep Customer notified of effort incurred and planned and progress throughout.
 - vi. Licensor agrees to advise Customer in writing at the earliest possible time when postponing or canceling scheduled activity. In such instances, no liability shall arise, Customer will pay all fees and expenses associated with Professional Services and Service Deliverables provided, and Licensor and Customer shall collaborate with reasonable commercial diligence to resume or reschedule the cancelled activity.
- c. Customer Obligation.
 - i. The Customer shall deploy appropriately skilled and qualified personnel in the performance of its obligations under all SOWs, and shall provide information, decisions and approvals in a timely manner to facilitate the agreed delivery schedule.
 - ii. The Customer shall make available to Licensor access to all environments as required under a SOW, or as otherwise agreed between the parties.
 - iii. Licensor and the Customer will work together in good faith to mitigate any delay in completion or delivery or in the provision of the Professional Services resulting, in the reasonable opinion of Licensor, from Customer's failure to perform its obligations as described in the applicable SOW.
- d. Place of Performance, Expenses and Travel Time.
 - i. 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 Statement of Work (or Licensor's standard terms if none are specified in the Statement of Work) 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. Professional 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.

- ii. If Licensor charges Travel Time the rate and conditions shall be agreed by Licensor and Customer in advance and set out in the applicable Statement of Work. 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.
- 2. **Payment Terms.** Unless otherwise stated in the Statement of Work, Licensor will invoice Customer for the fees on a time and materials basis at the billing rates set forth in the Statements of Work for work performed. Invoices will include a summary of all time expended by Licensor for the work performed. Customer shall pay Licensor the fees within thirty (30) days from the date of invoice.
- 3. **Acceptance.** Where Service Deliverables are provided as a result of Customization Services then unless otherwise specified in the SOW, the following shall apply:
 - 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 applicable SOW, 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 Deliverable 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 Deliverable to Customer for further acceptance testing.
 - d. Upon Customer's receipt of the revised Service Deliverable, the procedure outlined in subparagraphs 3.a., 3.b. and 3.c., above will be repeated until the Service Deliverable is accepted. 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.
 - e. Customer will cooperate with Licensor to isolate, identify and resolve any problems in the Service Deliverables.
 - f. Customer understands and agrees that Licensor makes no representations or warranties that the Service Deliverables provided as a result of Customization Services will be compatible with all future releases of the Software. Customer may be required to purchase additional Professional Services hours at an agreed to price to resolve any compatibility issues.
- 4. **Change Procedure.** Project costs and durations set forth in a Statement of Work are based on the scope, requirements and assumptions as defined in such Statement of Work. 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 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:
 - a. Either Customer or Licensor may initiate a change order.
 - b. 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 Order Form to

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

- c. 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 discuss 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 and costs will be adjusted accordingly.