

7 Additional Terms and Conditions

Unless expressly agreed to the contrary in the SOW, the Professional Services provided under this SOW are subject to the following conditions:

- The cost of this project assumes that the budget will be utilized within 12 calendar months from the SOW signature date (the commitment period).
- Any unutilized budget after 12 calendar months from the SOW signature date will be forfeited by the Customer, unless point 3 below applies.
- In the event that Apteon cancels scheduled Professional Services during months eleven or twelve of the commitment period, the expiry date will be extended by an additional three months to allow for rescheduling.
- It is essential that the Customer collaborates with Apteon to ensure sufficient lead time for scheduling all Professional Services within the commitment period.
- The technical requirements of the Product must be clearly understood and aligned.
- All Go-Live activities will occur during normal working hours unless otherwise approved through change control.
- Additional Professional Services required during normal working hours will be delivered through change control, based on the daily rate specified in Section 4. Charges.
- Professional Services required outside of normal working hours will incur charges: a. At 2 times the daily rate specified in this SOW. b. With a minimum chargeable duration of 3.75 hours.
- If scheduled Professional Services during normal working hours are cancelled with less than 2 working days' notice by The Customer and cannot be reallocated by the Apteon Project Manager, a 100% charge will apply. A Change Request reflecting the lost time will be necessary to ensure project completion.
- If scheduled Professional Services outside of normal working hours are cancelled with less than 10 working days' notice by The Customer, a 100% charge will apply. An additional Change Order reflecting the lost time will be required.
- Product Configuration Training is solely for training purposes and will not affect the Production database.
- Product User Training and Product Custom Report Training must be completed within a single day; if not feasible, training will be conducted remotely.
- Any Professional Services required after The Customer begins using the Product system in Production (with or without Integration) must be managed via change control.
- Additional Professional Services agreed upon via Change Control will be invoiced at the rate specified in this SOW.
- All pricing excludes expenses and VAT.
- Bespoke integrations will utilize The Product's APIs and not involve custom changes to the core platform code.

