

Statement of Work

For Professional Services

Aptean Pay

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1 Introduction

This Statement of Work ("SOW") is entered into between the Customer and the Apteian legal entity as set out in the Order Form to which this SOW is attached.

The purpose of this SOW is to outline the agreed scope of Professional Services and Service Deliverables for the deployment and/or update of the Apteian Software, specifically Apteian Pay Software ("Apteian Software") for the Customer.

This SOW is based on the information available to Apteian at the time of issuing the SOW to Customer.

For a Glossary of Terms, please refer to the <http://legal.apteian.com/legal.html#ps-terms-center> which is incorporated by reference into this SOW.

2 Scope of Professional Services

2.1 Project Description

To provide the Professional Services and Service Deliverables in accordance with this SOW for Apteian Pay.

2.2 Project High Level Scope & Service Deliverables

2.2.1 Scope of Services

The Professional Services provided under this SOW will deliver the Service Deliverables detailed in the section "In Scope Deliverables" below. Upon signature of the Order Form to which this SOW is attached, any change or addition to the activities listed below within the section "In Scope Deliverables" or to the Scope Documents (as defined below) will be out of scope for this SOW. Such changes and additions shall be managed via Apteian's change control process pursuant to which both parties will be required to sign a 'Change Order Form' based on the template available at <http://legal.apteian.com/legal.html#ps-terms-center> which is incorporated by reference into this SOW.

2.2.2 Scope of Services

Apteian Pay	<ul style="list-style-type: none">• This engagement includes a one-time review of historical invoices provided by the customer to assess eligibility for available payment processing options, including Level 3 data support where applicable.• The scope includes onboarding and configuration of Apteian Pay Transaction Technology (PTT) and integration to the customer's ERP system to support electronic payment processing and automated Accounts Receivable (AR) clearing based on ERP-generated transactions.• The engagement includes enablement of supported payment methods, click-to-pay functionality, and access to a customer payment portal as provided by the Apteian Pay platform.
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2.2.3 In Scope Deliverables

Milestone Activity:	Assigned To:		Deliverables
	Aptean	Customer	
Initiation / Analysis & Onboarding			
Introduction and Overview	X		On Boarding and Underwriting will have been completed with the Customer and Pay Tech Trust prior to start of implementation.
Confirm Integrated vs Merchant Portal	X		
Provide audit using past invoices	X		
Configuration			
Merchant Portal configuration walkthrough	X		
Consultant remotely configures the Sandbox	X	X	Consultant remotely configures the Sandbox Tenant ID, Secret Key, API Key
Deployment Training / Testing			
Customer trained in the Pre-Production environment	X		
Customer to test prior to Go-Live	X		
Phase Sign Off- Testing and Go-Live Authorization		X	
Go Live	X	X	
Support			
Post Live	X	X	Demonstrate savings
Sign off – project closure		X	
Project coordination	X		

2.2.4 Third-Party Software and Interfaces

- Unless explicitly stated in the Scope Documents, the Service Deliverables do not include any interfaces, procurement, deployment, or engagements with third-party software.
- Should further interfaces and/or connections to third-party software be identified during the Analysis Phase, a Technical Design Document (TDD) or a Functional Design Document (FDD) will be created for each interface required. When the expected effort of the realization for the interface is estimated, a change request will be created for approval by the Customer. The Customer is responsible for ensuring that any third-party vendors provide timely and accurate input and assistance regarding the interfaces. Any engagement with third parties is considered out of scope of this SOW unless explicitly stated in the SOW.
- Data File Provision for Third-Party Software Integration: In cases where data files are to be transmitted for use within third-party software (e.g., Accounts Systems receiving Sales or Purchase Information), the Customer shall provide a comprehensive specification of the required file. This specification must include naming conventions, file format, structure, sections, fields, data types, sizes, and any applicable rules. The Customer must also supply valid file examples for all scenarios necessary to reflect their test cases. The Customer is solely responsible for the proper processing and handling of any files received by the third-party software, including any archiving or retention required.

2.2.5 Out of Scope

Any services not expressly identified as in scope under this Statement of Work are excluded and may only be performed pursuant to a mutually executed Change Order



No customizations are included within the scope of this Statement of Work unless expressly identified in the In-Scope Deliverables section. Both Customer and Aptean will make reasonable efforts to minimize the need for customizations. Where a business process does not align with standard system functionality, Aptean will first present alternative configuration options before proposing any customization. Should configuration gaps arise during project delivery that require customization, such items will be documented, estimated, and addressed through the formal change control process.

3 Project Team Roles & Responsibilities

The Customer agrees to provide adequate resources, including skilled personnel, technology, and infrastructure, to enable Aptean to deliver the Professional Services. Customer acknowledges that resource constraints, such as limited availability of key team members or insufficient equipment, can hinder progress and increase costs.

Project governance should include a Steering Committee and a Project Team where appropriate. The Steering Committee, comprising senior representatives from both parties, will oversee strategic decisions. The Project Team, including a Customer Project Manager and Project Sponsor, will handle day-to-day activities and report to the Steering Committee.

3.1 Aptean Roles & Responsibilities

A list of Aptean role types and associated responsibilities for delivering the Professional Services is described in <http://legal.aptean.com/legal.html#ps-terms-center> which is incorporated by reference into this SOW. The exact Aptean roles delivering each project will be determined on a case-by-case basis. The Aptean Project Manager will be the primary point of contact for scope, schedule, and resources. Aptean consultant(s) will work under the direction of the Aptean Project Manager. Any staffing questions should be directed to the Professional Services Manager/Director.

3.2 Customer Roles & Responsibilities

Aptean requires involvement from the Customer's team to successfully deliver the Service Deliverables outlined in this SOW. A list of Customer role types and associated responsibilities for delivering the Professional Services is described in <http://legal.aptean.com/legal.html#ps-terms-center> which is incorporated by reference into this SOW. Specific roles will be finalized during project kick-off, unless agreed otherwise prior to this SOW.

3.2.1 Customer Obligations

Provided the Customer fulfils each of the obligations below in a timely and satisfactory manner, Aptean shall provide the Professional Services and Service Deliverables in accordance with the terms herein. Aptean is not obligated to provide any Professional Services beyond what is explicitly detailed in this SOW unless agreed upon via a Change Order.



1. Aptean recommends that, to the extent possible, Customer provide continuity of resources for the duration of the Project.
2. Customer is solely responsible for implementing all business process changes desired by Customer or necessary for Customer's use of the Software.
3. Throughout the Project, Customer will promptly apply all Aptean updates and fixes. If Customer elects to have Aptean perform such maintenance services, Aptean will do so pursuant to a separate SOW.
4. If Aptean is required to deliver services onsite, Customer will provide a reasonably convenient workspace including: (i) workstation equipped with applicable network interfaces including access to external networks and the internet, and (ii) printing capabilities.
5. Customer must provide connectivity for remote access to project environments for offsite team members.
6. Customer shall ensure that all data running on Customer systems, including systems running third-party software is accurate, consistent, and complete, and appropriate for data conversion and interfaces.
7. Customer shall conduct thorough UAT testing to ensure end user acceptance. UAT testing activities shall be owned and managed by Customer. Customer shall ensure all UAT results are conveyed to Aptean consultant following testing of required business and system functions.
8. Customer is responsible for completing all required education identified by Aptean consultant prior to go live and will participate in all consulting sessions as designated above

4 Project Approach

The Aptean methodology is designed to facilitate a successful project outcome. Aptean shall use the Aptean Advantage methodology as a process guideline for the provision of the Professional Services and Service Deliverables included in this SOW. Our service delivery methodology is comprised of the following five phases.

Aptean Advantage Methodology

High level methodology incorporating universal naming for main stages in any engagement

Initiation	Analysis	Configuration	Deployment	Support
The Initiation phase is where the project is defined, authorized, and formally initiated. It involves setting the project objectives, establishing the	This analysis phase involves gathering and understanding the organization's requirements, processes, and objectives. It is a	The configuration phase has two parts a development part where any customization development takes place to complement the configuration part which combines the	The deployment phase involves the actual implementation and rollout of the new system to end users. It is a critical stage	The support phase occurs after the system has been deployed and is in operational use. This phase focuses on ensuring the



project team, and laying the groundwork for the project's success.	crucial stage that sets the foundation for the entire project.	customization and the configuration of the software or system to meet the organization's specific requirements.	where the system is put into operation and made available for regular use.	system's ongoing performance, stability, and user satisfaction before handing over to the official support organization.
<ul style="list-style-type: none"> • Project Setup and Alignment • Project Planning & Risk Management • Project Communication & Kickoff • Project Governance & Management • Infrastructure & Environment Setup 	<ul style="list-style-type: none"> • Analysis & Assessment • System Analysis & Design • Risk Assessment • Documentation • Project Alignment & Planning 	<ul style="list-style-type: none"> • System Configuration and Customization • Configuration Management and Review • Training and User Enablement • Data Configuration and Migration • Localization and Testing 	<ul style="list-style-type: none"> • Cutover Planning & Rollout Strategy • System Implementation & Configuration • Data Management and Migration • Training & Testing (TTT, End User & Technical/UAT) • Go-Live and Post-Implementation 	<ul style="list-style-type: none"> • Support and Maintenance • Security and Risk Management • User Support and Training (CO) • Change Request Management (Future Changes) • Documentation and Reporting • Transition to Support Services

Depending on the type of project the exact phases will be detailed in the project plan.

5 Assumptions

Key assumptions identified during the planning and scoping of the Professional Services include but are not limited to the following:

- No consulting time has been allocated to provide basic User Education on the system functions.
- No consulting time has been allocated for customizations or the consulting time required developing the Functional Requirement Documents for custom code or custom reports. All Gaps identified will be managed on separate change orders. All consulting time required to define and to code will be estimated on each change order.
- No Aptean consulting time has been estimated in this SOW for Custom Reporting. Any time identified as required will be managed via the Change Order process.
- No time has been allocated for any 3rd Party services in this project. All time estimates for 3rd Party services will be provided to your company by 3rd Party via separate agreement.
- UAT Support by Aptean shall be offered for a period not to exceed 30 calendar days past the delivery of code. Should further support be needed, the duration for continued support will be defined and managed via Change Order. If no comment or feedback is received, the project is considered complete and accepted.

These assumptions are critical to the successful completion of the Professional Services. Further assumptions for the Professional Services are described at <http://legal.aptean.com/legal.html#ps-terms-center> which is incorporated by reference into this SOW.



6 Change Requests

Any change in the scope of the Professional Services and/or request for additional work must be mutually agreed upon in writing by both parties through a formal Change Request process. All Change Requests will be documented, reviewed, and approved before any work commences on the requested changes. The Change Request shall use the 'Change Order Form' based on the template available at <http://legal.aptean.com/legal.html#ps-terms-center> which is incorporated by reference into this SOW.

7 Fees & Expected Duration

Project start date is to be determined following execution of this agreement.

7.1 Time Estimates, Rates, Expenses, Fees & Other

Licensor does not expect any associated expenses, given all Professional Services will be performed remotely, however should Licensor's resources need to visit Customer to perform any Professional Services then travel expenses would be charged by Licensor to Customer accordingly, at cost, as incurred by Licensor. Travel time for on-site work will be consumed at 0.5x of the actual time incurred and need a Change Order Signed. In addition, any travel and expenses will be governed by the terms described at <https://legal.aptean.com/legal.html#ps-terms-apteantravel>

Licensor will implement the functionality listed in this Statement of Work at no additional cost subject to the provisions of this SOW.

Role	Estimated Effort	Rate	Total
Consulting & Project Management	10	\$0	\$0.00

1. Estimates provided are intended to be an estimate for budgetary and Aptean resource scheduling purposes only.
2. Travel expenses not included in the above estimate
3. No additional work beyond the hours in this SOW unless authorized and agreed Change Order is approved.
4. Changes in scope and the addition of billable tasks to this engagement will require the issue of a Change Order.

7.2 Additional Terms and Conditions

Additional terms and conditions applicable to this SOW are found at <http://legal.aptean.com/legal.html#ps-terms-center> which is incorporated by reference into this SOW.

