



## PRODUCT TERMS: PROFESSIONAL SERVICES

### 1. Product Terms and Definitions.

- 1.1. These Product Terms form part of the Agreement. Unless otherwise expressly defined in these Product Terms, capitalized terms used herein shall have the meaning ascribed to them elsewhere in the Agreement.

### 2. Professional Services

- 2.1. *Provision of Services.* Subject to the terms and conditions of the Agreement, Aptum will perform certain professional services ("Services") more particularly described in the Scope of Work referenced in the applicable Order. Aptum will use commercially reasonable efforts to commence and to complete the Services in accordance with the details of the Scope of Work.
- 2.2. *Scope of Work.* The scope of the Services shall be as described either:
  - (a) in a scope of work which customer approves; or
  - (b) outlined in a ticket which customer subsequently approves,(each the "Scope of Work").
- 2.3. *Change Orders.* Any changes to the scope of the Services must be agreed between the Parties in writing, including any details of changes to the Fees, and shall be subject to the terms of this Agreement.
- 2.4. *Subcontractors.* Without prejudice to any legal obligation relating to the use of sub-contractors, Aptum may, in its sole discretion, use third party contractors to fulfill its obligations under this Addendum, and Customer acknowledges and consents to the use of any such sub-contractors

### 3. Fees and Payment

- 3.1. *Fees.* Customer will pay Aptum the amounts, and on the basis, outlined in the Scope of Work ("Fees") together with all other sums payable hereunder without set-offs of any kind whatsoever in accordance with the terms of the Agreement. Unless the Scope of Work indicates a 'fixed' Fee amount, it will usually contain an estimate of the Fees and expenses. Estimates are not fixed prices and are charged on a 'time and materials' basis; they are therefore subject to change. Services charged on a 'time and material' basis will be charged at Aptum's standard hourly rates as described in the Statement of Work. If no hourly rate is indicated in the Statement of Work, Aptum's default rate of \$250 (USD), or equivalent in local currency, will apply. We will regularly review costs and estimates in line with the Scope of Works and tell you about any changes.
- 3.2. *Expenses.* The Fees do not include travel, hotel, subsistence or other expenses or the cost of materials and external services incurred in performing the Services. Any such expenses shall be agreed with Customer in advance and shall be payable in addition.
- 3.3. *Taxes.* The Fees for the Services do not include any applicable excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the Services ("Taxes"). Customer will pay the applicable Taxes unless Customer provides Aptum with a valid tax exemption certificate authorized by the appropriate taxing authority.

### 4. Customer Duties and Responsibilities

Customer will make available in a timely manner for Aptum's use, at no charge to Aptum, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information (including details of any developments that may delay or prevent the Customer in fulfilling any identified dependencies), resources, materials, parts, equipment, work space at the Customer's premises (if applicable) and personnel reasonably required by Aptum for the performance of the Services (collectively "Customer Resource"). Customer will be responsible for and assumes the risk of any issues, delays or problems resulting from the content, adequacy, accuracy, completeness,



functionality, competence, or consistency of any Customer Resource, and any specified target dates or timelines shall be adjusted accordingly. Upon completion of the Services, Aptum shall return to the Customer the Customer Resource in its possession.

## 5. Work Product

All work product (including materials, documentation, code, inventions and all other works of authorship) and the associated world-wide rights therein under patent, copyright, design right, trade secret or other property right created or developed by Aptum in the performance of the Services ("Work Product") shall belong to Aptum. Aptum grants to the Customer a perpetual, transferable right to use the Work Product. This clause 4 shall not affect or in any way alter any pre-existing intellectual property rights in any proprietary product or work owned by the Customer or any third party and disclosed or used in the delivery and performance of the Services.

## 6. Limited Warranty and Disclaimer

- 6.1. *Limited Warranty.* With respect to the Services performed hereunder, Aptum warrants to Customer that, for a period of 30 calendar days after the date of on which the Services are completed ("Warranty Period"), such Services will substantially conform to any applicable specifications identified (if any) in the Scope of Work. In the event that the Services does not conform to such specifications during the Warranty Period as notified by the Customer to Aptum in writing, Aptum will, at its sole option and expense: (a) correct the Services, including the re-performance of any part thereof; or (b) if Aptum determines that the foregoing is not commercially reasonable, refund to Customer the Fees paid by Customer. The foregoing limited warranty in this Section shall not cover or apply to nonconformity of the Services caused, in whole or in part, by: (i) alteration, modification or correction other than by Aptum; (ii) software, hardware or interfacing not identified in the Scope of Work or authorized in writing by Aptum; (iii) abuse, misuse or use of the Services by anyone other than Customer; or (iv) a change to Customer's computing infrastructure environment. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF APTUM, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY IN THIS SECTION
- 6.2. *Disclaimer.* EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1, APTUM DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF THIS ADDENDUM OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. APTUM SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. APTUM DOES NOT WARRANT THAT THE SERVICES PROVIDED UNDER THIS ADDENDUM WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED

## 7. Cancellation and Delay of Service

- 7.1. In the event that Customer wants to cancel Services outlined in a Scope of Work, Customer shall be required to provide 30 days prior written notice. Aptum will cease work as soon as practically possible on receipt of a cancellation notice and will not incur and further time and material costs, however Customer shall remain liable for, and indemnify Aptum against, any work completed prior to the receipt of the cancellation notice, any minimum committed or fixed fees under the Statement of Work, any third party costs incurred by Aptum prior to receipt of the cancellation notice, and any third party costs committed under the Statement of Work.
- 7.2. Any requested delay to the Statement of Work shall be treated as a change order pursuant to 2.3 and shall be subject to agreement between the parties.