



## PRODUCT TERMS: PROFESSIONAL SERVICES (including Advisory and Consulting)

### 1. General.

- 1.1. **THESE PRODUCT TERMS FOR PROFESSIONAL SERVICES** (these “**Product Terms**”), by reference, is incorporated into either (a) Aptum’s Terms of Business available at <https://aptum.com/legal/> or, if applicable, (b) the written Master Services Agreement document that was fully executed by the Parties’ authorized representatives (in each case, the “**MSA**”), and forms part of the Agreement (as this term is defined in the MSA). Unless otherwise expressly defined in these Product Terms, capitalized terms referenced 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 services (the “**Services**”) as more fully described in either an applicable statement of work or Order (in each case, referred to herein as the “**Order**”); and Aptum will use commercially reasonable efforts to perform the Services set forth in therein in accordance with the applicable Service Documentation (a/k/a Service Guide).
- 2.2. **Services.** The description of the Services shall be set forth in the Order, including attached schedules and/or Service Guide incorporated therein by way of reference.
- 2.3. **Change Orders.** Any changes to the Services, including the Fees for Services from that which is set forth in the Order must be agreed to by the Parties in writing (“**Change Order**”) or by way of change management process.
- 2.4. **Subcontractors.** Aptum may, in its sole discretion, use third party contractors to perform any part of the Services provided that Aptum remains responsible to the Customer as if Aptum performed such Services.

### 3. Fees and Payment

- 3.1. **Fees.** Customer shall be invoiced the amount of the Fees that are set forth in the Order, together with any other amounts in connection with the Services pursuant to the terms of the Agreement; and the Customer shall pay Aptum the invoiced amounts without set-offs or deductions of any kind whatsoever.
- 3.2. **Expenses.** The Fees set forth in the Order do not include travel, hotel, subsistence or other expenses or the cost of materials and external services incurred in Aptum’s performance of the Services. Any such expenses shall constitute as Fees under the Agreement and shall be agreed to by the Parties in advance; such expenses shall be payable by the Customer in addition to the Fees for Services.
- 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**”). Except for taxes based on Aptum’s income, the 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 unless otherwise expressly agreed to in the Order. Upon full payment of Fees for Services, Aptum grants to the Customer a perpetual, transferable right to use the Work Product as created upon the completion of the Services. The foregoing in this Section shall not affect or in any way alter any pre-existing intellectual property rights of third-parties incorporated in any Work Product, or used by Aptum in the 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 Order (“**Specifications**”). In the event that the Services does not conform to 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 relating to the portion of the Services that failed to conform to the Specifications. 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 or modification of the Services or Work Product not performed by Aptum; (ii) software or hardware not identified in the Order, including in the applicable Service Guide; (iii) the use of software or hardware the Customer knew or ought to have known would not be compatible with the Services and/or Work Product; (iv) abuse, misuse or use of the Services or Work Product by the Customer or its representatives; (v) any change to Customer's computing system infrastructure environment after the completion of the Services; or (vi) the failure of the Customer to inform Aptum in advance of any information that the Customer knew or ought to have known was material and relevant to Aptum's performance of the Services. 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. Delay and Termination

- 7.1. Once the Parties have executed the Order, the Services thereunder may only be terminated by the Customer in accordance the expressed terms of the Order; however, if not expressly addressed in such Order, then in accordance with the terms of the MSA.
- 7.2. To the extent that the provisioning of the Services are delayed, such delay will be set forth in a Change Order.