

SCHEDULE C

PROFESSIONAL SERVICES AGREEMENT

1. DEFINITIONS

Capitalized terms not otherwise defined in this Professional Services Agreement will have the meaning specified on the Cover Page to which this Professional Services Agreement is attached.

“**Customizations**” means any customizations to the Licensed Software developed by Colligo on behalf of Client pursuant to a Statement of Work (as defined in Section 2.1 of this Professional Services Agreement) or otherwise and shall include, without limiting the foregoing, custom reports, integrations, functionality and features.

“**Documentation**” means the documentation provided or made available by Colligo to Client relating to the Licensed Software, including without limitation with respect to the use, technical specifications or functionality thereof.

“**Licensed Software**” means the licensed software described on the Cover Page and any Customizations and Update Releases and Version Releases, as well as the associated Documentation.

“**Project Fees**” means the professional service fees to be paid by Client to Colligo pursuant to this Professional Services Agreement. For clarity, the term “Project Fees” shall include, without limiting the foregoing, professional service fees due and payable by Client to Colligo in relation to any Statement of Work, as, and subject to the terms and conditions, set out in Section 4 of this Professional Services Agreement, and subject to modification from time to time in accordance with the terms of this Agreement.

“**Update Release**” means a new update release of the Licensed Software that is issued by Colligo and becomes available to all of Colligo’s customers, which Client is entitled to receive pursuant to the terms and conditions of the Support and Maintenance Agreement.

“**Version Release**” means a new version release of the Licensed Software that is issued by Colligo and becomes available to certain of Colligo’s customers, which Client is entitled to receive pursuant to the terms and conditions of the Support and Maintenance Agreement.

2. SCOPE OF SERVICES

2.1 Projects. Subject to the terms and conditions of this Agreement, including without limitation, full and timely payment of all amounts owing by Client to Colligo pursuant to this Agreement, Colligo agrees to provide the professional services (“**Projects**”) described on separately executed Statements of Work (each, a “**Statement of Work**”) substantially in the form of the attached Appendix 1 - Sample, as may from time to time be issued hereunder. Each Statement of Work will be effective, incorporated into and form a part of this Professional Services Agreement, when mutually accepted and duly executed by both parties.

2.2 Statements of Work. Each Statement of Work will define a specific Project authorized by Client, the Project schedule or term, the applicable pricing, and other appropriate terms.

2.3 Precedence. Each Statement of Work will be governed by the terms of this Professional Services Agreement. In the event of any conflict between this Professional Services Agreement and a Statement of Work, the provisions of the Statement of Work will prevail.

2.4 Effect of Professional Services Agreement and Statements of Work. By entering into this Professional Services Agreement, Client is not committing or obligating itself to use the services of Colligo. No work or charges are or will be authorized hereunder unless and until authorized in writing by a Statement of Work executed by both parties.

3. PERFORMANCE OF PROJECTS

3.1 Project Managers. For each Statement of Work, each party will designate a project manager whose duties will be to act as the liaison for communications between the parties. Each party may change its project manager at any time by written notice to the other party.

3.2 Schedule. Colligo will begin to perform each Project on or before the date specified in the applicable Statement of Work. Colligo will use commercially reasonable efforts to complete each Project by the dates provided in such Statement of Work. However, Client acknowledges that the dates specified in a Statement of Work are the best reasonable estimates of Colligo for the time required to complete the Project based on the information available to Colligo at the time of entering into a Statement of Work. The dates upon which Colligo is required to start or complete a Project will be automatically postponed and extended to the extent that Colligo is delayed by the act or failure to act of Client, or by causes beyond Colligo’s reasonable control, or by design, programming, scheduling or technical problems not known to Colligo on the date of any Statement of Work. The sole remedy for any delay by Colligo to perform the Project will be a corresponding delay in the payment of Project Fees by Client.

3.3 Changes in Scope of Work. Requests by Client for changes to or modifications in the scope of the services specified in a Statement of Work will be subject to the following procedure: (a) Client will advise Colligo in writing of the desired change or modification, in such detail and with such additional information as Colligo may reasonably request; (b) Colligo will notify Client within a reasonable period of time of Colligo’s estimate of the impact of the desired changes or modifications on the total cost of the Project, the time frame for completion and any further aspects that, in the opinion of Colligo, are likely to be affected by the desired changes; and (c) any changes or modifications will be implemented only with the prior written approval of each party’s project manager.

3.4 Client Facilities and Assistance. To the extent required by Colligo, Client will at its own cost make available to Colligo certain of its facilities, computer resources, software programs, personnel, and business information as will be required to perform any Project hereunder. Without limiting the generality of the foregoing, Client will perform such additional responsibilities, if any, as may be described in a Statement of Work. If Client fails to fulfill its

responsibilities in a proper and timely manner and such failure is a direct cause of a delay in the performance of the Project or results in additional cost to Colligo, then Colligo will provide to Client a written specification of such delay and Colligo's estimate of the resulting cost (if any). Client will pay to Colligo the cost at Colligo's then current standard time and material rates and charges and any time limits for performance will be extended by a period equal to the length of the delay.

3.5 Subcontracting. Colligo will have the right to use third parties in performance of its obligations and services hereunder and, for the purposes of this Professional Services Agreement, all references to Colligo or its employees will be deemed to include such third parties.

4. PRICE AND PAYMENT

4.1 Prices of Projects. The Project Fees payable in relation to each of the Projects provided by Colligo will be at the pricing set forth in the applicable Statement of Work. In the event a Statement of Work does not reference any fixed pricing, such services will be performed at Colligo's then-current standard time and material rates and charges. To the extent that any Statement of Works contain estimates of pricing or Colligo otherwise provides a pricing estimate to Client, Client acknowledges that such estimated prices are the best reasonable estimates of Colligo based on the information available to Colligo at the time of providing such estimate and are subject to change at any time. Client acknowledges that such estimated prices may change at any time, including without limitation if Colligo is delayed by the act or failure to act of Client, or by causes beyond Colligo's reasonable control, or by design, programming, scheduling or technical problems not known to Colligo on the date of providing such estimate.

4.2 Expenses. Colligo will be reimbursed by Client for all reasonable travel, food, lodging and other out-of-pocket expenses incurred in performance of a given Project. Colligo will submit to Client invoices and supporting documentation acceptable to Client, acting reasonably, for such expenses. If employees of Colligo are required to provide services at locations other than at the premises of Colligo, reasonable expenses will include all reasonable travel, accommodation and food expenses of such employees.

4.3 Invoicing. Colligo will submit invoices for charges and expenses hereunder as specified on the Cover Page and/or any other applicable Statement of Work and Client will make payment of each invoice in accordance with the terms of this Agreement.

4.4 Other Services. The provision of any services required by Client outside of the scope of the services specified in a Statement of Work will be billed by Colligo to Client at Colligo's then current standard time and material rates and charges.

5. PROPERTY RIGHTS.

5.1 Products of Projects and Colligo Property. Unless otherwise explicitly agreed upon in a Statement of Work, Colligo will have exclusive, unlimited ownership rights to all works performed under each Statement of Work and all materials, programs, documentation, designs, information and deliverables prepared hereunder or developed as a result of Projects, whether prepared or developed by Colligo, Client or its, or their, agents or contractors or through the collaboration of both parties (collectively, "**Work Product**"). Client does and shall assign, and shall cause its agents to

assign, to Colligo, on a worldwide basis in perpetuity, any and all right, title and interest it, or they, might have in, and to, any such Work Product and any and all intellectual property rights therein. Client furthermore does and shall waive, and shall cause its agents to waive any moral rights it, or they, might have in, and to, any of the foregoing. Without limiting the foregoing, all systems, programs and specifications, and other materials and hardware owned by Colligo or in the possession of Colligo and used by Colligo in conjunction with the performance of the Projects hereunder, will continue to belong exclusively to Colligo, whether or not specifically adapted by Colligo for use by Client. Colligo may use in any way which it deems necessary or appropriate any ideas, concepts, know-how or techniques acquired, developed or used by Colligo during the course of this Professional Services Agreement and any Project. To the extent that any Work Product is incorporated into the Licensed Software, such Work Product shall be considered a "Customization" and shall be licensed to Client as part of the "Licensed Software" in accordance with the terms of the Software License Agreement, but no other rights to such Work Product shall be transferred to or granted to Client unless otherwise agreed upon in a Statement of Work.

5.2 Client Property. Subject to Section 5.1 of this Professional Services Agreement, nothing herein will be construed to restrict, impair or deprive Client of any of its rights or proprietary interest in technology or products that existed prior to and independent of the performance of Projects or provision of materials by Colligo under this Professional Services Agreement or any Statement of Work.

6. WARRANTIES AND LIMITATIONS OF LIABILITY

6.1 Limited Warranty. Colligo warrants that all Projects performed under this Professional Services Agreement will be performed in a workmanlike and professional manner in accordance with industry standards. In the event of a breach of this warranty, the sole remedy of Client and sole obligation of Colligo will be to use commercially reasonable efforts to reperform the nonconforming services of the relevant Project in accordance with such standards. Colligo will have no obligation to Client for any claim under Section 6.1 of this Professional Services Agreement not made within thirty (30) days after the performance of the services giving rise to such claim.

6.2 Exclusion of Other Warranties. EXCEPT AS PROVIDED IN SECTION 6.1 OF THIS PROFESSIONAL SERVICES AGREEMENT, THE PROJECTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CLIENT AGREES THAT CLIENT'S USE OF THE PROJECTS SHALL BE AT CLIENT'S SOLE DISCRETION AND RISK. THE WARRANTY SET FORTH IN SECTION 6.1 OF THIS PROFESSIONAL SERVICES AGREEMENT IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS. EXCEPT AS PROVIDED IN SECTION 6.1 OF THIS PROFESSIONAL SERVICES AGREEMENT, COLLIGO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, IN CONNECTION WITH ANY PROJECTS AND CLIENT'S USE THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, HARDWARE COMPATIBILITY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY CLIENT FROM COLLIGO OR ITS OFFICERS,

DIRECTORS, EMPLOYEES OR AGENTS SHALL CREATE ANY WARRANTY, REPRESENTATION OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. FURTHERMORE COLLIGO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CLIENT WITH RESPECT TO ANY HARDWARE OR THIRD PARTY SOFTWARE.

6.3 Limitation of Liability. EXCEPT WITH RESPECT TO ANY BREACH OF CLIENT'S CONFIDENTIALITY OBLIGATIONS AND/OR COLLIGO'S INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS PROFESSIONAL SERVICES AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES SUFFERED BY THE OTHER PARTY, NOT TO EXCEED THE PROJECT FEES PAID OR PAYABLE BY CLIENT TO COLLIGO DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

7. TERM, TERMINATION AND SUSPENSION OF SERVICES

7.1 Term of Professional Services Agreement. This Professional Services Agreement will commence on the Effective Date and will continue in full force, until terminated by either party as provided herein.

7.2 Term of Statements of Work. Each Statement of Work will remain in effect until: (a) the expiry date specified for that Statement of Work on the Cover Page; (b) the Statement of Work expires pursuant to its own terms; (c) the Project authorized under such Statement of Work is completed; or (d) the Statement of Work is terminated by either party as set out in this Professional Services Agreement, whichever is earlier.

7.3 Termination. Without limiting the remedies otherwise available under this Professional Services Agreement or at law or equity, this Professional Services Agreement or any Statement of Work hereunder may be terminated prior to expiry or completion in accordance with the following:

- (a) by either party without cause if at any time there are no committed or active Statements of Work between the parties;
- (b) by either party if the other party commits a material breach or failure of any of its obligations under this Professional Services Agreement and, except for any breach of a party's confidentiality obligations or a breach by Client of Colligo's intellectual property rights, has not cured such breach (or, if the breach or failure is such that its cure would take a longer period, has not commenced and diligently proceeded to cure such breach or failure) within fifteen (15) days after receiving written notice from the non-breaching party specifying such breach or failure; or
- (c) by either party if the other party becomes subject to any bankruptcy or insolvency proceeding under applicable law (unless removed or dismissed within sixty

(60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a trustee, receiver or similar authority, or makes an assignment for the benefit of creditors.

Notice of termination of any one or more Statement of Work will not be considered notice of termination of this Professional Services Agreement unless specifically stated in such notice.

7.4 Effect of Termination. Upon termination or expiry of this Professional Services Agreement or any Statement of Work:

- (a) Client will pay all sums owing to Colligo under this Professional Services Agreement in accordance with its terms; and
- (b) each party will return to the other party any and all applicable Confidential Information (as defined in the General Terms and Conditions) of the other party received in connection with this Professional Services Agreement in its possession or control and, upon request from a party, the other party will deliver a certificate of an officer of the party certifying the completeness of same.

Client furthermore acknowledges and agrees that, notwithstanding termination, by Colligo or Client, of any Projects, this Professional Services Agreement or this Agreement, Client shall not be entitled to any refund, set-off or deduction of any monies paid or payable by Client to Colligo hereunder or any pro rata portion of any monies paid or payable by Client to Colligo hereunder.

7.5 Survival. Sections 5, 6, 7.4, 7.5 and such other provisions of this Professional Services Agreement as may reasonably be expected to remain in force will survive the expiry or termination of this Professional Services Agreement and will remain in full force and effect following such expiry or termination. The expiry or termination of this Professional Services Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Professional Services Agreement which occurred prior to such expiry or termination.

7.6 Suspension of Services. If Client fails to pay Colligo as required by this Professional Services Agreement, Colligo will be entitled to immediately suspend or discontinue all activities relating to this Professional Services Agreement and/ or any Projects upon delivery of written notice to that effect to Client, and may pursue any other remedies which it may have under this Professional Services Agreement or otherwise at law. If any dispute arises between Client and Colligo with respect to Colligo's performance of Projects or otherwise under this Professional Services Agreement, Colligo and Client will promptly attempt to resolve such dispute. If such a dispute arises, Client will not be entitled to withhold timely payment under this Professional Services Agreement for services rendered pending resolution of such a dispute. If such payments are made on a timely basis or, if the parties then agree in writing that the payments may be made to an escrow account, are deposited into an escrow account, Colligo will not reduce or suspend services pending resolution of such a dispute.

End of Professional Services Agreement