

Professional Services Addendum

This Professional Services Addendum, together with the Core Terms and the Statement of Work, will be incorporated into an Order Form between Customer and LabVantage for Professional Services. Capitalized Terms not defined in this Addendum are defined in the Core Terms.

1. Services and Deliverables

In consideration of the Services Fees, LabVantage will perform the Services described in the Order Form and Statement of Work.

2. Pricing Model

The Order Form and SOW will specify whether the Services will be performed on a Fixed Price or Time & Materials basis.

2.1 Time and Materials. For Services performed on a Time and Materials basis, LabVantage's time and a license to any Work Product delivered with the Services are the only Deliverable. Any reference to deliverables set forth in a Time and Material SOW will be interpreted to mean potential Work Product. The daily rate for Professional Services set forth in the Order Form includes up to eight (8) hours per day and remain valid solely for that Order Form for up (12) months. LabVantage's then-current rates will apply to any other orders.

2.2 Fixed Price. For Services performed on a Fixed Price basis, LabVantage will provide the Services and Deliverables set forth in the SOW.

3. Expenses

Customer will reimburse LabVantage for any reasonable, out-of-pocket travel expenses incurred to perform the Professional Services. LabVantage will notify Customer prior to incurring any such expense.

4. Invoicing

LabVantage will invoice: (a) Time & Materials fees monthly; (b) Fixed Price fees based on the invoicing milestones in the SOW; and (c) expenses monthly.

5. Warranty

LabVantage warrants that the Services will be provided by qualified personnel using reasonable care and in a professional and workmanlike manner. As Customer's exclusive remedy for breach of this warranty, LabVantage at its option will repair, refund or replace the non-conforming

Professional Services.

6. Schedule

Any schedule or delivery dates set forth in the SOW are good faith estimates only. Customer and LabVantage will work collaboratively to build a project plan. Actual project timelines are dependent on Customer's timely performance of its obligations as well as factors outside the control of either party.

7. Change Control

The parties will use LabVantage's change control and acceptance procedures detailed in the SOW. Any change to the scope of services, the functional requirements specifications, or to an accepted Deliverable may result in additional Fees documented in a Change Request or Order Form.

Once Customer and LabVantage have agreed on the date for Professional Services or any training, Customer may only modify the date by providing (2) weeks prior written notice. If Customer elects to delay Professional Services beyond 6 weeks, LabVantage reserves the right to invoice customer a delay fee of up to ten (10%) of the Fixed Price Fee or the total Time and Materials Services Fee on the Order Form. The delay fee is nonrefundable but will be applied to Professional Services resumed within six (6) months.

8. Project Leader

Customer will designate a skilled project leader to facilitate communication, resolve issues, and provide access to Customer Content, personnel, equipment, offices, and other resources necessary for LabVantage's performance of the Agreement. Customer will provide timely notice to LabVantage of any change to the project leader.

9. Modification of Deliverables

Customer may modify Work Product or create derivative works of any object code provided with the Work Product for the sole purpose of using

such technology the internal business purposes of Customer or its Affiliates in connection with the Offering(s). LabVantage disclaims all liability associated with such content. The warranties and indemnities in the Agreement do not apply any Work Product modified by Customer.