

CARDONEX[®]

PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") incorporates by reference the Terms of Service (the "Agreement") between Cardonex, Inc. ("Cardonex") and the Customer identified in the Customer's respective Sales Order ("Customer"). These terms shall apply upon the execution of any Sales Order by the parties that includes consulting, implementation services or training to be delivered by Cardonex to Customer ("Professional Services"). All other terms and conditions of the Agreement that are not in conflict with the terms of this Addendum are hereby ratified and incorporated by reference. All defined terms not defined in this document shall be as defined in the Agreement. In the event of conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail with respect to the subject matter herein.

1. Scope of Services. Subject to the terms and conditions of the Agreement and this Addendum, Cardonex will provide Customer with Professional Services as defined in applicable statements of work and/or set forth in a Sales Order mutually executed by Cardonex and Customer (the "SOW"). Cardonex and Customer shall, from time to time, execute SOWs that specify the Professional Services to be provided to Customer hereunder. Each SOW will include, at a minimum: (i) a description of the Professional Services and any work product or other deliverables and/or training materials to be developed and/or provided to Customer (each, a "Deliverable"); (ii) the scope of Professional Services; and (iii) the applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this Addendum.

2. Change Management Process. If Customer or Cardonex requests a change in any of the specifications, requirements, Deliverables, or scope of the Professional Services described in any SOW, the party seeking the change shall propose the applicable changes by written notice. Within forty-eight (48) hours of receipt of the written notice, each party's project leads shall meet, either in person or via telephone conference, to discuss and agree upon the proposed changes. Cardonex will prepare a Sales Order describing the proposed changes to the SOW and the applicable change in fees and expenses, if any (each, a "Change Order"). Change Orders are not binding unless and until the applicable Sales Order is executed by both parties. Executed Change Orders shall be deemed part of, and subject to, this Addendum.

3. Deliverables.

3.1 License; Ownership. Subject to Customer's compliance with the terms of this Agreement, and upon payment of the Fees for the relevant Deliverable, Cardonex hereby grants to Customer a limited, royalty-free, non-exclusive, non-transferable license to use the Deliverables for its own internal purposes in connection with its authorized use of the applicable Service during the Term. Except for the foregoing license grant and excluding any Customer Data contained in any Deliverable, all right, title and interest in and to any and all Deliverables, including all Intellectual Property Rights pertaining thereto, shall be owned by Cardonex. Further, Customer agrees to (i) assign and does hereby irrevocably assign to Cardonex all right, title and interest worldwide in and to the Deliverables, and all intellectual property rights of any kind related to the Deliverables, including without limitation, copyrights, trademarks, trade secrets, patents, contract and licensing rights, and all extensions and renewals thereof, and (ii) waive and never assert any moral rights related to the Deliverables. Except for the license rights granted to Customer, Customer retains no rights to use the Deliverable after the Term and agrees to not challenge the validity of Cardonex's ownership in the Deliverable. Customer agrees to take appropriate action by instruction or agreement with its employees, agents, and contractors who are permitted access to the Deliverable to fulfill its' obligations under this Agreement.

3.2 Tools. Notwithstanding any other provision herein: (i) nothing shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Cardonex to develop the Deliverables, and to the extent such or a portion of any Tool is delivered as a part of the Deliverables, it is licensed, not assigned, to Customer, on the same terms as the Deliverables.

3.3 Customer Property. Customer Property Customer shall own all rights, title and interest in and to any Customer Property. "Customer Property" means any Customer technology, Customer-specific business processes, or deliverables that are specifically designated as Customer-owned property in a SOW. Cardonex shall have the right to use any such Customer Property solely for the purpose of providing the Professional Services to Customer hereunder.

4. Professional Services Warranty.

4.1 Professional Services Warranty. Cardonex warrants that (i) the personnel that perform the Professional Services have the knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in all material respects in accordance with the relevant SOW; and (ii) the Professional Services will be performed for and delivered to Customer in a manner consistent with generally accepted industry standards. Cardonex's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources, and participation of its personnel. If through no fault or delay of Customer, the Professional Services do not conform to the foregoing warranties, Customer's sole remedy and Cardonex's sole obligation is, at Cardonex's sole option, to: (a) re-perform the Professional Services that were not as warranted at no additional charge to Customer, or (b) refund the amounts paid by Customer for the Professional Services that were not as warranted, provided Cardonex receives written notice from Customer within thirty (30) calendar days after completion of any Professional Services that Customer claims were not performed consistent with the warranties above.

4.2 Disclaimer. THE WARRANTIES STATED IN SECTION 4.1 ARE THE SOLE WARRANTIES AND REMEDIES AVAILABLE TO CUSTOMER AND THE ONLY OBLIGATIONS OF CARDONEX RELATED TO THE PROFESSIONAL SERVICES AND DELIVERABLES TO BE PERFORMED FOR AND DELIVERED TO CUSTOMER PURSUANT TO THIS ADDENDUM AND ANY SOW. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, COURSE OF DEALING, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

5. Term. This Addendum shall be effective as of the Effective Date of each Sales Order and SOW specifying the Professional Services to be provided and shall continue in effect during the term of such SOW. Sections 3.1, 4.2, 6, and 7 shall survive termination of this Addendum.

6. Non-Solicitation. To the extent permissible by applicable law, during the Term and for a period of twelve (12) months following termination or expiration of the Agreement, Customer agrees that it will not directly solicit the engagement or employment of any of the employees or contractors of Cardonex who have been engaged in the provision of Professional Services without written permission of Cardonex. The foregoing will not apply to persons who have independently responded to general solicitations (such as general newspaper advertisements and internet postings) not expressly targeting such persons.

7. Entire Addendum. The parties acknowledge that they have had previous discussions related to the performance by Cardonex of Professional Services for Customer and the possible strategies which may be used by Cardonex to implement the Professional Services to achieve the requirements identified by Customer. This Addendum, together with all SOWs that are incorporated by reference, and the Agreement of which it is a part constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Addendum and the SOWs.

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