

ADDITIONAL TERMS AND CONDITIONS FOR CE MANAGER SOFTWARE

These additional terms and conditions together with the applicable governing agreement by deployment shall be deemed to be construed as the “Agreement”. To the extent there is any conflict between these additional terms and conditions and the applicable governing agreement, these additional terms and conditions shall govern.

1. The following definitions shall be applicable if the Customer is using CE Manager Software as outlined in the Order Form.
 - a. “End Users” mean Customer’s full and part-time employees, consultants and clients which shall be charged per user rate, staff rate, client rate etc., as applicable, and as stated in the Order Form.
2. The Software is a web application. The Software resides on a server hosted by Company. The Software is accessed by the Customer over the internet via a browser and a login application.
3. The Customer acknowledge and agree Company retains ownership and proprietary rights on the databases, user interface, source code, object code, format of displays, modules and the programming techniques developed for and used in the Software.
4. If Customer needs a custom feature in a Software and if Company agrees to develop such custom feature in a Software, it will be subject to additional fees.
5. **Access to Data.** Company agrees that it shall, upon Customer’s reasonable request at any time, but not more than twice a year, during the term of this Agreement, provide to the Customer an electronic copy of all Customer Data added to the SaaS Platform in a standard electronic format (i.e., .csv or .txt) at no cost to the Customer.
6. **E-Learning Files.** If applicable and to the extent Customer is receiving as stated in the Order Form, all E-Learning files as stated in the Order Form uploaded into the Software, must meet the specifications of Company’s recommended optimal formats. Once a quarter, the Customer will review the E-Learning files in the Software and purge those that are no longer needed. Company may archive any E-Learning files that have not been accessed in over 12 months. The Customer is responsible for maintaining the master copy of each E-Learning file that is uploaded to the Software.
7. **Reporting.** If applicable and to the extent the Customer is receiving as stated in the Order Form, if the Customer utilize reporting, and if the Customer requests a custom report outside of the stock reports available in the Software, a statement of work will be issued and a fee will apply.
8. **Implementation.** This is contingent on a discussion outlining the scope of the implementation and is applicable to the extent Customer is receiving Implementation as stated in the Order Form. The Customer agree that the Customer will only be importing CLE, CPD, CPE and/or HR data and/or E-Learning Courses into the Software. Any other data imports that Company agrees to allow will be billed to the Customer by Company on a time and material basis. All data verification is the Customer responsibility and Company will not be involved in data verification. The Customer further agrees to provide necessary IT resources for all the following aspects of implementation:

a. CLE, CPD, CPE, and/or All Other Data Conversions. If the Customer request a conversion or migration of CLE, CPD, CPE, and/or any other data from an existing system, an implementation discussion will determine what Customer Data will be provided by the Customer and in what format, as well as clearly define the responsibilities of all parties involved (IT, Business Support Services, etc.) for the conversion of the Customer Data. Company will use its reasonable best efforts to convert the Customer Data. However, Company will not be able to convert the Customer Data unless the Customer provides clean and accurate data, perform timely and accurate data verifications, and provide data in Company’s specified data format.

The Customer agrees to verify the accuracy of the Customer Data prior to going live, as follows:

- Initial Run – The Customer will view the Customer Data in the Software for the first time in a Beta Site and the Customer will be responsible for identifying any and all discrepancies. Company is not responsible for verifying the accuracy of the Customer Data.
- Verification Run – The Customer will verify that discrepancies have been resolved and sign off that the data is ready to go live. Company is not responsible for verifying the accuracy of the Customer Data.
- b. In-Firm Requirement.** If the Customer organization has an “In-Firm Requirement” whereby the Customer are tracking credits and compliancy for individuals based on the Customer own defined requirements, the Customer agrees to specify those requirements within a format specified by the Company. The requirements will be developed into a “license” (similar to a

CLE/CPD/CPE jurisdictional license) usable within the Software. Any changes requested once initially specified are subject to an hourly fee and a delay in the initial Live release of the In-Firm Requirement. Any changes requested at any time once the In-Firm Requirement is released Live are subject to an hourly fee.

- c. **Ongoing HR Data Integration.** If the Customer request ongoing HR data integration between the Customer HR system and the Software, the Customer agrees to provide necessary IT resources (e.g. API Applications Programmer) for the integration of HR data into the Software. The Customer also agrees to provide the data in a format specified by Company.
 - d. **E-Learning.** If the Customer plan to utilize CE Manager's E-Learning features, the Customer will provide the E-Learning programs in a format specified by Company.
 - e. **Single Sign-On.** If the Customer plan to utilize CE Manager's Single Sign-On feature as stated in the Order Form, the Customer will use specifications supplied by Company, and the Customer agree to provide the necessary IT resources (e.g. SSO technician) for Single Sign-On implementation.
 - f. **Additional Tasks.** During the implementation process, Company may provide a project management grid for additional tasks, which may provide a project plan and timeline. The Customer personnel must be available for participation and review of milestones and tasks listed in the project management grid. In addition, the Customer personnel must provide and report feedback in a timely manner, preferably within one to two business days after Company meets a deliverable date in the project management grid. A delay in the receipt of feedback could result in a change in the "Go Live" date specified in the project management grid, such new "Go Live" date to be determined by Company.
9. **Training.** Company will provide initial Training for administrators via WebEx as outlined on the accompanying Software Order Form. The Customer agrees to participate in an implementation discussion to determine the scope of the training in advance. The Customer is responsible for scheduling initial training with Company. Optional additional training can be purchased at any time and is highly recommended after one year of service.
 10. **Customer Support.** Company will attempt to answer the Customer technical support requests concerning the Software. However, this service is offered on a reasonable efforts' basis only, and Company will not be able to resolve every support request. Company supports the Software only if it is used according to the Agreement and on the operating systems for which the Software is designed.