

PERSONETICS
SAAS SUBSCRIPTION, SERVICES AND SUPPORT AGREEMENT

This Personetics SAAS subscription, services and support Agreement (“**Agreement**”) is entered into by and between Personetics Technologies, Ltd., a Delaware corporation with registered office at 201 Haverstock Hill, Second Floor Fkgb, London, England, NW3 4QG (“Personetics”), and _____, a _____ corporation, having its principal place of business at _____ (“**Customer**”), to permit Customer to receive the Personetics’ services (the “**Services**”) through the use of the Personetics’ software identified in Exhibit A (the “**Software**”) and related documentation available on the Personetics website with respect to the Software (the “**Documentation**”, and together with the Software, referred to collectively as the “**Product**”), all as identified in Exhibit A. [component that will be put in the premise add language]

1. **Subscription to Services.**

Subject to Customer’s payment of the applicable Subscription Fee (as defined in Section 5 below) and other terms and conditions of this Agreement, Personetics grants Customer during the Term, and solely for Customer’s internal business use, a non-exclusive, non-transferable, non-assignable, personal right to use the Services through internet access in the quantities and limitations identified on Exhibit A during the corresponding subscription period.

2. **Restrictions.**

Customer acknowledges and agrees that the use rights provided hereunder do not grant any rights not explicitly expressed. Without limiting the foregoing, Customer acknowledges and agrees that no rights or any other interests are provided to Customer with respect to: (i) rights in or to the Hosted Environment or Services beyond those rights specified in this Agreement, (ii) rights to provide access or use of the Hosted Environment and SaaS Services to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, (iii) rights to obtain possession of a copy of any component of the Hosted Environment or any software used to provide or perform the SaaS Services, or (iv) representations, warranties .

3. **CUSTOMER RESPONSIBILITIES.**

3.1 **Permitted Users.** Customer and its employees or service providers who are explicitly authorized by Customer to use the Services (each, a “**Permitted User**”) are responsible for maintaining the confidentiality and security of all users and passwords issued, and ensuring that system is only used by the individual authorized. To the extent Personetics assigned Customer with administrative rights to create and manage user access for its Permitted Users, Customer shall be responsible for managing all user access.

3.2 Use of Services.

Customer shall be solely responsible for the actions of its Permitted Users while using the Services and the contents of its transmissions through the Services (including, without limitation, Customer Data), and any resulting charges. Customer agrees to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Services,

4. **Proprietary Rights.**

Customer acknowledges and agrees that the Product contains proprietary and trade secret information of Personetics or its licensors. Other than the limited rights granted to Customer (under Section 1 above), Personetics and its suppliers, if any, retain all ownership and proprietary rights in and to the Product, including any and all copies made by Customer and any and all Updates, if applicable.

If Customer contacts Personetics with feedback data (e.g., questions, comments, suggestions or the like) regarding the Product (collectively, “**Information**”), such Information shall be deemed to be non-confidential, and Personetics shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate into the Product any such Information.

Customer acknowledges and agrees that Personetics will monitor and collect information on the number of Interactions (as defined in Exhibit A) performed in connection with the Product, so as to determine the Subscription Fee. For the purpose of this Agreement Intellectual Property Rights shall mean any and all tangible and intangible rights, title and interest in and to: (i) works of authorship, including but not limited to copyrights, neighbouring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademarks and trade names, (iii) Confidential Information, trade secrets and know-how, (iv) patents, designs, algorithms and other industrial property, (v) all other intellectual and industrial property rights

whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

5. **Pricing and Payment**.

Customer shall pay the subscription fees specified in Exhibit A (“**Subscription Fee**”) for the Services, at such times and for such periods as set forth therein. All fees shall be due and payable within thirty(30) days of the date of invoice Customer shall effect payment of all fees by wire transfer, as specified on Exhibit A. Payment received by Personetics after the due date shall be subject to a late fee equal to one and one-half percent (1.5%) per month or, if less, the maximum amount allowed by applicable law. All amounts payable hereunder shall not be subject to any set-off or deduction. All fees are exclusive of any applicable taxes, duties and similar governmental charges, and Customer is responsible for payment of all such amounts, including sales tax, value added tax (VAT), withholding taxes, export, import and other duties imposed by any governmental agency in connection with this Agreement. Customer agrees to hold harmless Personetics from all claims and liability arising from Customer’s failure to report or pay such taxes, duties or other governmental charges.

6. **Support and Professional Services**.

The Subscription Fee includes support and maintenance (“**Support Services**”) as specified in Exhibit B. The Subscription Fee does not include, however, any configuration, integration, customization or other services (“**Professional Services**”). If Customer desires any Professional Services with respect to the Software, such Services shall be governed by Personetics’ Service Agreement attached as Exhibit C (“**Services Agreement**”) and subject to payment by Customer of all fees associated with such services (“**Services Fees**”).

7. **Limited Warranties; Disclaimer of Warranties**.

Subject to Customer’s compliance with its obligations under this Agreement, Personetics represents and warrants to Customer that during any Term, the Services will be accessible by Customer, and the Services will perform substantially in accordance with the Documentation. Customer’s exclusive remedy under this Section shall be for Personetics to use commercially reasonable efforts to correct any Errors; provided.

7.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCT AND SERVICES ARE PROVIDED BY PERSONETICS TO CUSTOMER “AS IS,” AND PERSONETICS AND ITS SUPPLIERS, IF ANY, MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PRODUCT AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW. PERSONETICS DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

7.2. Unless and to the extent Professional Services are purchased by Customer from Personetics, Customer is solely responsible for proper configuration of all hardware and other equipment and all databases and other software used with the Software.

8. **Intellectual Property Indemnity**.

8.1. Subject to Section 8.2 below, Personetics will defend, indemnify, and hold harmless Customer from and against any claims or actions (“**Claim**”) brought or made by a third party against Customer and from all damages, costs and expenses (including reasonable attorneys’ fees) arising in connection therewith, and will pay any settlements agreed to by Personetics or judgments awarded against Customer in favor of the third party resulting from such Claim, to the extent based upon any Claim that the Software and/or Product and/or Services infringes any valid patent, copyright or trade secret, provided that Customer: (a) as promptly as reasonably practicable notifies Personetics in writing of any such claim; (b) gives Personetics full authority and control of the settlement and defense of the claim; and (c) fully cooperates with Personetics in the defense of such claims, including providing adequate assistance and information at Personetics’ expense.

8.2. Personetics will have no obligation to Customer to the extent that any Claim arises from: (a) any modification to the Product by anyone other than Personetics; (b) modifications made by Personetics at Customer’s request; (c) use of the Software other than as specified in this Agreement or in the applicable Documentation; (d) use of prior versions of the Product after an Update has been provided by Personetics to Customer; or (e) use of the Software in combination with third-party software, hardware or data. Personetics’ indemnification obligations regarding any third party products are

limited to the extent Personetics is indemnified by such third parties.

8.3. If a Claim arises, or in Personetics' opinion is likely to arise, Personetics may at its own expense obtain for Customer the right to continue using the Product, modify the Product to make it non-infringing, or substitute at no additional cost other Product of substantially similar capability and functionality. If none of these options are reasonably available to Personetics, Personetics or Customer may terminate this Agreement with Personetics to refund to Customer the Subscription Fee paid for the affected Product. THIS SECTION 8 STATES THE ENTIRE OBLIGATION OF PERSONETICS AND THE EXCLUSIVE REMEDIES OF CUSTOMER WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR PROPRIETARY RIGHTS VIOLATIONS.

9. **Limitation of Liability.**

EXCEPT FOR CUSTOMER'S BREACH OF SECTIONS 1 AND/OR 2 OR A BREACH OF SECTION 11, IN NO EVENT SHALL PERSONETICS OR CUSTOMER BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOSS OF GOODWILL), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR CUSTOMER'S BREACH OF SECTIONS 1 AND/OR 2, INDEMNIFICATION UNDER SECTION 9, A BREACH OF SECTION 11, OR AMOUNTS DUE AND PAYABLE HEREUNDER NEITHER PERSONETICS' NOR CUSTOMER'S ENTIRE LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES FROM ANY CAUSE WHATSOEVER, REGARDLESS OF FORM OR ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, SHALL IN ANY EVENT EXCEED AN AMOUNT EQUAL TO ALL AMOUNTS PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT WITHIN THE TWELVE MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH ANY PARTICULAR CLAIM ARISES.

10. **CUSTOMER DATA.**

10.1. While using the Product, certain data and information will be imputed and/or made available and/or accessible to Personetics or the Product ("**Customer Data**"). Customer hereby grants Personetics a royalty-free, fully-paid, irrevocable, non-exclusive right to use, process, reformat, encode,

reshape, transform, impute, display, copy (and, solely for the SaaS model, store) the Customer Data in order to (i) provide the Services to Customer; and (ii) collect and analyze anonymous and aggregated information to administer and/or make improvements to the Product.

10.2. Customer hereby warrants and represents that it will (i) provide all appropriate notices, (ii) obtain all required informed consents and/or have any and all ongoing legal bases, and (iii) comply at all times with any and all applicable privacy and data protection laws and regulations, for allowing Company to use and process the data in accordance with this Agreement (including, without limitation, the provision of such data to Company (or access thereto) and the transfer of such data by Company to its affiliates, subsidiaries and subcontractors), for the provision of the Services and the performance of this Agreement.

11. **Confidential Information.**

Each party agrees to keep confidential and to use only for purposes of performing or as otherwise permitted under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is marked as confidential or is identified at the time of disclosure as confidential or which would reasonably be considered confidential or proprietary in nature. The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law, government order or request to be disclosed (provided that the receiving party shall give written notice to the other party prior to such disclosure and an opportunity, at the objecting party's expense, to take legal steps to resist or narrow such request). Notwithstanding any of the foregoing, Customer acknowledges and agrees that the Product shall be deemed to constitute confidential information of Personetics. Upon any termination of this Agreement, each party shall return to the other party all confidential information of the other party, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in this Agreement.

12. **Term and Termination.**

12.1. **Term and Termination.** This Agreement shall become effective on the last date executed by a party below (the "**Effective Date**"). The initial term shall be [REDACTED] years from the Effective Date ("**Initial Term**"). Following the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms (each a "**Renewal**

Term"), unless either party provides the other party with written notice to terminate the Agreement at least 60 days prior to the expiration of the applicable Renewal Term (the Initial Term and all Renewal Terms shall collectively be referred to as the "**Term**"). If Customer shall continue to use the Product licensed hereunder past any renewal date, Customer shall be deemed to have renewed the Agreement for the following term at the rates applicable for said new term. Personetics may terminate this Agreement immediately by giving the Customer written notice of such termination upon the Customer's breach of any material term of this Agreement, the Customer's insolvency, making an assignment for the benefit of creditor, receivership, or the institution of any similar proceedings by or against the Customer.

12.2. **Effect of Termination.** Upon termination or expiration of this Agreement, the license granted to Customer under this Agreement will revert to Personetics and Customer will cease all use of the Product. Within ten (10) business days of termination, Customer will destroy or deliver to Personetics all copies of the Product or any portion thereof in Customer's possession or control, and an officer of Customer will certify to Personetics such destruction or delivery. Sections 2, 4, **Error! Reference source not found., Error! Reference source not found., 5, 7, 9, 10 and 15** shall survive any expiration or termination of this Agreement.

For the avoidance of doubt, termination of this Agreement for any reason shall not relieve Customer from its obligation to pay Personetics any outstanding payments due under this Agreement.

13. **Force Majeure.**

Neither party shall be liable to the other for any performance delay or failure to perform hereunder, exclusive of payment obligations, due to any act, omission or condition beyond the reasonable control of the affected party, provided the affected party gives prompt notice to the other and makes reasonable efforts to resume performance as soon as possible.

14. **Use of Customer's Name.**

Customer agrees that Personetics may use Customer's name and may disclose that Customer is a Customer of Personetics products or services in Personetics advertising, press, promotion and similar public disclosures; provided, however, that such advertising, promotion or similar public disclosures shall not indicate that Customer in any way endorses any Personetics' products without prior written permission from Customer. Customer agrees that

Personetics may issue a press release regarding their relationship, provided that the parties mutually agree to the content and timing of such release which approval shall not be unreasonably withheld or delayed.

15. **Insurance.**

Personetics undertakes during the Term of the Agreement and for 2 years thereafter, to maintain in effect professional liability/errors and omissions insurance with a limit of at least \$3,000,000 per claim and in the aggregate for the insurance period from a reputable insurer. Upon request, Personetics will provide Customer with proof of the insurance coverage required by this section.

16. **Miscellaneous.**

16.1. This Agreement, together with all Exhibits, constitutes the entire agreement of the parties, and supersedes any prior or contemporaneous agreements between the parties with respect to the subject of this Agreement. Except as otherwise expressly provided herein, this Agreement may be modified only by a writing signed by an authorized representative of each party.

16.2. Facsimile and/or e-mail signatures (using a .pdf or other scanned version) shall be sufficient for purposes of executing this Agreement. This Agreement may be executed in counterparts.

16.3. It is the intent of the parties that any dispute arising under this Agreement be resolved informally and as promptly as practicable through good faith negotiation. The parties shall initiate negotiation proceedings by written notice to the other party setting forth the particulars of the dispute. The representatives for the parties shall communicate in good faith no later than 10 business days after receipt of such notice, to define the scope of, and a method to remedy, the dispute. If such proceedings do not resolve the dispute (which may be so concluded by either party at any time), then individuals of Customer and Personetics authorized to bind their respective companies shall personally confer, within 21 days from the date on which one such representative contacts the other, in a bona fide attempt to resolve the matter.

16.4. This Agreement shall be governed by and construed in accordance with the laws of the UK, exclusive of its conflict of laws principles. Any dispute arising under or relating to this Agreement will be resolved in courts of London, and the parties hereby expressly consent to jurisdiction therein.

16.5. The prevailing party in any litigation proceedings shall be awarded reasonable attorneys' fees, expert witness costs and expenses, and all other reasonable costs and expenses incurred directly or indirectly in connection with the proceedings, unless the court for good cause determines otherwise.

16.6. Nothing contained in this Agreement is intended or is to be construed to create a partnership, joint venture or agency relationship. If any provision of this Agreement shall be declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect.

16.7. Nothing in this Agreement shall be construed to limit or delay either Personetics' or Customer's ability to seek immediate relief at law or in equity for any breach by the other, including a breach by Customer of the license or requirements upon termination thereof. No waiver of any rights hereunder shall be deemed to be a waiver of the same or other right on any other occasion.

17. **Exhibits.**

This Agreement includes the following Exhibits whose terms are incorporated herein:

- Exhibit A Software Features and Subscription Fees
- Exhibit B Support Agreement
- Exhibit C Services Agreement

The Exhibits do not change or supersede any term of this Agreement except to the extent a term of

the Exhibit is unambiguously contrary to this Agreement, in which case the term or term of the Exhibit will control.

18. **Waiver.**

Any failure by a party to require compliance by the other party with any of the terms, provisions, warranties, covenants or conditions of this Agreement will in no way affect the such party's right to enforce the same, nor will any waiver by a party of any breach of any term, provision, warranty, covenant or condition of this Agreement constitute a waiver of any succeeding breach.

19. **Assignment.**

This Agreement is personal to each of Customer and Personetics and neither party may assign this Agreement without the prior written agreement of the other party, which consent may be withheld in the sole discretion of each such party, provided that Personetics may assign this Agreement, in whole or in part, without such consent to an affiliate or any other entity due to a consolidation or merger of Personetics with or into, or a sale of all or substantially all of Personetics' assets to, or substantially all of Personetics' issued and outstanding share capital to such other entity . Any attempted assignment or transfer of any of the rights, duties, or obligations herein shall be void if not in compliance with this subsection. This Agreement shall inure to the benefit of and be binding upon each party's successors and permitted assigns.

- Signature Page to Follow -

IN WITNESS WHEREOF, the parties to this Agreement have executed and delivered this Personetics Smart Assistant Software subscription, services and support Agreement as of the Effective Date.

Effective Date: _____

PERSONETICS TECHNOLOGIES, LTD.

CUSTOMER

By _____

By _____

Its _____

Its _____

EXHIBIT A
SOFTWARE FEATURES AND SUBSCRIPTION FEES

This Exhibit A is entered into pursuant to the SAAS subscription, services and support Agreement (the “**Agreement**”) between _____ and Personetics Technologies, Inc. (“**Vendor**”) made as of <Effective date> and except if expressly stated, incorporates all of the terms of the Agreement.

A. Definitions

- a. **Active Digital Users:** Users who have logged into the digital channels (including both Active Digital Web Users and Active Digital Mobile Users) at least once in the previous 3 months over each 90-day period.
- b. **Combined Web & Mobile Active User Count:** Calculated by adding 100% of the Active Digital Web Users with 25% of the Active Digital Mobile users.
 - i. Example: Active Digital Web Users = 4.5M, Active Digital Mobile Users = 3.3M,
Combined Web & Mobile Active User Count = 5,325,000
- c. **Currency:** All fees are stated in USD

B. Licensed Product

IDENTIFY LICENSED MODULES HERE (ENGAGE, ASSIST, ANYWHERE, ETC.)

C. License Scope:

Region: **IDENTIFY GEOGRAPHIC, ORGANIZATIONAL OR OTHER RESTRICTIONS**

Channel: **IDENTIFY WEB, MOBILE, ETC.**

Active Digital User Count: **IDENTIFY THE “UP TO” USER COUNT BEING GRANTED**

DataCenter: **AWS/Azure + Region**

Production Instance: Single Production Instance

Non-Production Instances: One test environment

Additional Test Environment: **[ADD ADDITIONAL ENVIRONMENTS]**

D. License Fee: Identify # of environments

First Year Term: **\$ _____**

First Year Term commences upon execution and has a 12 month duration.

License may be renewed for an additional 12 month term by giving notice at least 30 days prior to the anniversary date of the first term based on the pricing outlined below.

OUTLINE RENEWAL PRICING HERE

Notwithstanding anything herein or in the Agreement to the contrary, XXXX may not terminate this Schedule during any such 12-month term set forth above for convenience.

E. Price Increases:

Personetics reserves the right to increase the Subscription Fees for each [year in the Initial Term and each] Renewal Term by not more than 5% per year commencing on the first day of each [year in the Initial Term and each] Renewal Term, by giving Customer a prior written notice of at least 30 days prior to the first day of such applicable [year in the Initial Term and each] Renewal Term.

F. Support Services:

Subscription Fees include payment for Gold Support Services, which will be provided, according to Exhibit B hereunder during the Term of the subscription.

G. Payment Terms

License and Renewal fees are due annually in advance. Year one fee is due upon execution. Renewal fees are due upon notice of renewal.

H. Payment Method

Payments will be made by wire transfer to the following Personetics account:

Personetics Technologies, Inc.

Account No. _____

ABA _____

Bank: _____

I. License Representatives and Notices:

CUSTOMER CONTACT PERSONS	PERSONETICS CONTACT PERSONS
Account Manager: Name: Telephone: Email:	Account Manager: Name: Telephone: Email:
Procurement & Audit: Name: Telephone: Email:	
Support /Services: Name: Telephone: Email:	Support /Services: Name: Telephone: Email:

J. Address for Invoices:

Invoices should be sent via email to: _____

- Signature Page to Follow -

IN WITNESS WHEREOF, the parties to this Agreement have executed and delivered this Exhibit A, Software Features and Subscription Fees Agreement as of the Effective Date.

Effective Date: _____

PERSONETICS TECHNOLOGIES, INC.

CUSTOMER

By _____

By _____

Title _____

Title _____

EXHIBIT B

SUPPORT AGREEMENT

This Support Agreement ("**Support Agreement**") by and between Personetics and Customer provides the terms and conditions for Personetics' provision of Support Services to Customer for the Services, as defined in the Service Agreement between the parties ("**SaaS Service Agreement**").

EXHIBIT C

SERVICES AGREEMENT

This Services Agreement (“**Services Agreement**”) by and between Personetics and Customer provides the terms and conditions for certain implementation services to be provided by Personetics to Customer related to Customer’s use of the Product, as defined in the Subscription, Services and Support Agreement between the parties (the "**Subscription Agreement**"). All terms not otherwise defined in this Services Agreement have the meanings provided in the Subscription Agreement.

1. Services to be Provided.

Personetics agrees to provide the Customer with such professional services (“**Professional Services**”) as shall be agreed from time to time, and Customer agrees to pay the fees for such Professional Services provided in accordance with the terms herein, set forth in Schedule 1 attached hereto (or subsequent schedules agreed by the parties in writing). If any onsite visits to the Licensed Site are necessary, Customer agrees to provide Personetics with reasonable access to the Licensed Site, Licensed Equipment and other parts of Customer’s system as may be necessary or appropriate to perform the Professional Services. Personetics will use commercially reasonable efforts to perform the Professional Services for Customer in accordance with the terms specified in Schedule 1.

2. Term and Termination.

2.1. This Services Agreement shall remain in effect until the earlier of (a) completion of the Professional Services, (b) termination of this Services Agreement as provided herein, or (c) any termination of the License Agreement. Either party may terminate this Services Agreement by giving to the other party written notice of such termination upon the other party’s material breach of any material term of this Services Agreement (subject to the other party’s right to cure within 30 days, or in the case of nonpayment 10 days, after receipt of such notice).

2.2. Upon any termination of this Services Agreement, Personetics shall have no further obligation to perform Professional Services for Customer. Termination of this Services Agreement resulting from a material breach by Customer of a material term of this Services Agreement will not relieve Customer of its obligations to pay all fees, or other charges and expenses that accrued prior to such termination. Notwithstanding any of the foregoing, in the event that Customer terminates this Services Agreement pursuant to the provisions of Section 2.1,

Customer shall be entitled to a refund of any fees paid in the terminating calendar year prorated as of the date of termination against the number of days remaining in such calendar year.

3. Fees and Payment.

Unless otherwise specified in Exhibit A, Personetics will periodically invoice Customer for any fees and other charges and reimbursable expenses, each as is expressly provided in the Agreement or this Services Agreement, for the Professional Services. Invoices will set forth in reasonable detail all incurred costs and be due and payable within 30 days of invoice date.

4. Limitation of Liability.

Each of Customer’s and Personetics’ liability for damages from any cause of action whatsoever relating to this Services Agreement shall be limited to all amounts paid and payable by Customer for the Professional Services under the applicable Schedule 1 out of which the liability arose. Each of Customer’s and Personetics’ liability shall be further limited as provided in the Subscription Agreement.

5. Proprietary Rights.

Unless otherwise expressly agreed to in writing, Personetics and Customer agree that any and all deliverables provided to Customer (“**Deliverables**”) or other results of the Professional Services shall be owned exclusively by Personetics including all intellectual property and proprietary rights therein. Customer shall have only a non-exclusive license to the Deliverables pursuant to the license to the Software granted in the Subscription Agreement.

PERSONETICS TECHNOLOGIES LTD.

SERVICES AGREEMENT

SCHEDULE 1

DESCRIPTION OF FEES

TO BE PROVIDED