

Attachment B: Additional Services

In addition to the Specified Products to be provided by Teraverde to Company set forth in this Agreement, the Company and Teraverde may agree, from time to time, that Teraverde will provide other Services and/or Products to Company ("Additional Services") under the terms of this Agreement. Such additional Services may be documented by a subsequent Statement of Work ("SOW"), Change Requests, Specifications, or other instructions.

Additional Products or Changes: Additional Products or changes outside of the scope of this Agreement requested by Client, will result in a proposed Statement of Work ("SOW") in accordance with the Additional Services provision below, detailing any cost or timing impact, to be approved by the Company in advance of work. This Agreement does not apply to previous agreements or SOWs between the parties, nor does it apply to separate agreements or SOWs not relating to Specified Products.

Any work outside the Specified Products scope set forth on in this Agreement, such as training of Company employees, conforming the Specified Products to unusual or non-standard LOS changes or updates, customized data mapping, additional data handling functions on the LOS side, Change Orders, financial, accounting, reconciliation or balancing work will be set forth in a written SOW executed by the Company and Teraverde. The Specified Products scope does not include technical troubleshooting for network connectivity or database installation, creation, or modification of the solution within the Company environment(s). Any requested changes that may cause additional scope or functional changes to the standard Specified Product installation are outside the scope.

Client Web Portal Approvals: Teraverde maintains a client web portal. Company's execution of this Agreement and use of the client web portal, constitute authorization by the Company for Teraverde to accept Company's web portal sign off approval of electronic Functional Specifications, Change Requests and/or SOWs for Additional Services or other instructions ("Web Portal Documents") from time to time. If Teraverde electronically offers Web Portal Documents to Company and Company signs off on the Web Portal Document by clicking the "Accept" button on the client web portal, then the Web Portal Document so accepted shall be authorized by Teraverde and Company under the terms and conditions of this Agreement, as modified by the terms of the Web Portal Document.

Billing: Unless otherwise provided in an SOW, the Additional Services will be billed on an hourly basis. This Agreement shall govern all Additional Services requested by Company and provided by Teraverde unless the parties agree in writing to the contrary. If the Company has a preexisting Letter of Engagement or SOW, this Agreement shall not be deemed to apply to services provided pursuant to those preexisting agreements.

Retainer: Teraverde may require an advance retainer of with respect to Additional Services in order to retain Teraverde and for Teraverde to begin work on behalf of Company. Teraverde will render statements for Additional Services and related charges on a periodic basis. Company's retainer is intended be applied at the conclusion of the Additional Services and all intervening Teraverde invoices are due and payable when presented. However, Teraverde

may draw against the retainer from time-to-time if Teraverde invoices are not paid when due. If Teraverde elects to apply any portion of the retainer to billings before the end of the Additional Services, Company shall replenish the amount so applied to replenish the retainer in full. At the end of the Additional Services, Teraverde will refund any unused retainer to Company.

Hourly Basis: Teraverde will provide Additional Services on an hourly basis, and will invoice its Additional Services on a bimonthly basis. Hourly rates for non-fixed price engagements for Teraverde personnel, which the Company shall pay directly to Teraverde are \$205 per hour or such other rate as may be specified in the SOW. Invoices will itemize Additional Services by consultant, description of work, and time expended in thirty minute increments.

Fees and Costs: In addition to fees for Additional Services, the Company will be billed for any reasonable expenses and costs relating to Services, including pre-engagement expenses. These charges will include transportation, lodging and meal cost for consultants. A 3% administrative charge is added to all invoices to cover administrative support to consultants, report preparation, telephone, photocopies, postage, and courier expense, which are not billed separately.

Rate Changes: Teraverde shall provide thirty days advance written notice to Company of any changes to Teraverde's rates of professional fees and expenses. Unless the Company terminates this Agreement during such thirty day period, the new rates shall apply at the end of such thirty day period.

No offset: Company shall pay Teraverde, without deduction or offset, all invoices and any additional amounts set forth in any applicable SOW.

Suspension of Work: Teraverde's continuing performance of Additional Services is conditioned upon Teraverde's timely receipt of payment of all amounts from Company when due and any applicable work completion schedules may be immediately adjusted or services may be immediately suspended due to any late payments by Company.

Late Charges: Unless otherwise specified, all payments from Company for Additional Services shall be due within fifteen (15) days of the date of Teraverde's invoice to Company. All payments not made when due by Company shall bear interest at a rate of one and one-half percent (1.5%) per month.

Taxes: Company shall pay any sales tax, tariff, duty or similar tax (and any related interest and penalties), however designed, imposed as a result of the existence or operation of this Agreement, excluding any income taxes of Teraverde.

Scope of Additional Services: In no event will Teraverde act in any management or decision-making capacity; rather it will assist and advise management. Teraverde will not provide legal or accounting Services. Any legal or accounting matters in connection with Additional Services should be reviewed by Company's professional legal and accounting professionals.