

## CLIENT SERVICES TERMS

These Client Services Terms (“**Client Services Terms**”) are incorporated into and made part of the Agreement and governs the relationship between the Client and TIA for those Services defined in the Order Form. Unless otherwise defined in these Studio Services Terms, capitalized terms will have the meaning given to them in the Agreement.

### 1. Definitions and Interpretation.

1.1 Wherever used in these Client Services Terms, the following words and terms, which may be used in the singular or the plural, will have the following meanings:

- (a) “**Customization Fees**” has the meaning given to that term in Section 4.1.
- (b) “**Specifications**” has the meaning given to that term in Section 5.
- (c) “**Start Date**” means the date on which the parties execute the Order Form.

2. **The Customization.** Promptly following the Start Date, TIA shall provide the Client with a list of required information (the “**Specifications**”) and the date by which the Client must provide such Specifications to TIA in order for TIA to complete the Customization. The Client represents, warrants and covenants to TIA that the Client owns or otherwise has and will have the necessary rights and consents in and relating to the Specifications so that, as received by TIA and used in accordance with the Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights of any third party or violate any applicable law. The Client shall ensure that all Specifications are complete and accurate at the time of delivery and shall cooperate and assist TIA with any reasonable requests to enable TIA to exercise its rights or perform its obligations under the Agreement. The Client acknowledges that TIA's ability to provide the Customization is dependent upon the timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of the Specifications and any information and data the Client provides to TIA under the Agreement. TIA is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by the Client's delay in performing, or failure to perform, any of its obligations under the Agreement, including the delivery of complete and accurate Specifications to TIA by the specified date. In the event of any such delay or failure, TIA may, by written notice to the Client, extend all or any subsequent due dates as TIA deems reasonably necessary, and increase the Customization Fees set forth in the Order Form as permitted in the Agreement. The foregoing is in addition to, and not in lieu of, all other rights and remedies TIA may have for any such failure or delay by the Client.

3. **Changes to Specifications.** If the Client wishes to change the Order Form or the Specifications after its submission to TIA, the Client shall submit details of the requested change to TIA in writing. TIA shall, within a reasonable time after receipt of such request, provide a written estimate (a “**Change Order**”) to the Client of: (a) the likely time required to implement the change and the effect on the timing to complete the Customization; (b) any necessary variations to the Customization Fees and other charges arising from the change; and (c) any other impact the change might have on the performance of the Agreement. Promptly after receipt of a Change Order, the Client shall accept or reject such Change Order. Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section **Error! Reference source not found.**

### 4. Customization Fees and Payment Provisions.

4.1 The Client shall pay TIA all fees for the Customization (“**Customization Fees**”) in the amounts and at the times as set forth in the Order Form. If, due to the Client's delay, (a) the finalized architectural drawings, (b) the list of supplier materials, and (c) the retail pricing for the materials and a-la-carte options are not delivered and finalized by the Client with TIA within one (1) year from the Start Date, then within thirty (30) days of the first anniversary of the Start Date, TIA may, in its sole discretion, increase the balance of the Customization Fees by no more than ten percent (10%) upon providing written notice to the Client. The Client reserves the right to terminate the Agreement if it does not agree with such increase in Customization Fees by TIA upon providing TIA with written notice of termination within seven (7) days of receipt of such notice of Customization Fees increase from TIA. The Client will be deemed to have accepted such price increase if it does not provide written notice of termination within such seven-day period.

4.2 All payments made under the Client Services Terms are non-refundable to the Client, including if the Client terminates the Agreement pursuant to Section 4.1.

## **5. Testing and Acceptance.**

5.1 When TIA notifies the Client in writing that the Software is ready for use in a production environment, the Client shall have ten (10) days (or such other period as may be mutually agreed upon by the parties in writing) (the "**Testing Period**") from receipt of the notice to test the Software to determine whether it complies in all material respects with the Specifications.

5.2 Upon completion of the Client's testing, the Client shall notify TIA of its acceptance or, if it has identified any noncompliance with the Specifications, rejection of the Software. The Software will be deemed accepted by the Client upon the expiration of the Testing Period if the Client has not delivered a notice accepting or rejecting the Software prior to such expiration. If the Client rejects the Software, the Client shall provide a written list of items that must be corrected. On receipt of the Client's notice, TIA shall promptly commence, at no additional cost or charge to the Client, all commercially reasonable efforts to complete such necessary corrections and repairs to the Software to bring it into full compliance with the Specifications. Upon TIA's completion of all such measures, TIA shall notify the Client in writing, and the process set forth in Section 5.1 and this Section 5.2 shall be repeated.

5.3 The parties shall repeat the foregoing procedure until the Client accepts the Software; provided, however, if TIA fails more than three (3) times to remedy a material nonconformity: (i) the Client may accept the Software as nonconforming, in which case the Customization Fees will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it materially conformed to the Specifications; and (ii) if Customer does not accept the Software as nonconforming, either party may terminate the Agreement by written notice to the other party.

5.4 THIS SECTION 5 SETS FORTH TIA'S SOLE OBLIGATIONS AND THE CLIENT'S EXCLUSIVE REMEDIES FOR ANY FAILURE OF THE SOFTWARE TO CONFORM TO THE SPECIFICATIONS.

**6. Access and Use.** Upon the completion of the Customization, TIA shall provide the Client with access and use to the Software as, and on the terms and conditions, set forth in the Subscription Terms.