

INSTALLATION AND CONSULTING SERVICES AGREEMENT

Singlewire Software, LLC (“Singlewire” or “Seller”) may provide a customer (“You” or “Customer”) with certain services. Some services that Singlewire may provide are described in other Service Offering documents, for example, Singlewire’s Service Offering for Software Maintenance. Other non-maintenance services described in a written or electronic document from Singlewire (such as a bid, quote or statement of work (“SOW”)), to the extent Singlewire accepts Your order for such services (the “Services”), are subject to the following terms and conditions:

1. THE SERVICES.

The Services may include, without limitation, one or more of the following:

- Installing Singlewire’s software and/or other software or products adapted to interact with Singlewire’s software specifically ordered by You;
- Providing software, Work Product (as defined in the Terms and Conditions (defined below)) and/or supporting documentation, including, but not limited to, new versions of and/or additions to Singlewire’s software and/or new software modules, designed by or through Singlewire to add to and/or alter the basic functionality of Singlewire’s software and/or other software or products adapted to interact with Singlewire’s software specifically ordered by You;
- Interpreting of the results obtained from the use of Singlewire’s software;
- Assisting with network configuration, management and/or troubleshooting;
- Assisting with questions related to computer hardware and/or peripherals related to the use of Singlewire’s software that are not addressed in documentation or under separate software maintenance contract services;
- Assisting with computer operating system matters;
- Consulting and/or development services (including, without limitation, script writing) regarding software, Work Product and/or supporting documentation, including, but not limited to, new versions of and/or additions to Singlewire’s software and/or new software modules, designed by or through Singlewire to add to and/or alter the basic functionality of Singlewire’s software and/or other software or products adapted to interact with Singlewire’s software specifically ordered by You;
- Assisting with policy planning for the implementation of Singlewire’s software;
- Assisting with the preparation of manuals and instructions; and/or
- Other services as mutually agreed upon either verbally or, in writing, such as in a SOW.

2. YOUR RESPONSIBILITIES AND SINGLEWIRE’S ASSUMPTIONS.

In addition to any other responsibilities described herein and/or in an applicable bid/quote/SOW, Your obligations include, without limitation, the following, and any failure on Your part shall be deemed to be a material breach:

- Communicate all material project matters to Singlewire’s contact person;
- Together with Singlewire, schedule the performance of the Services;

- Provide qualified, knowledgeable personnel who will perform Your obligations hereunder and under the applicable bid/quote/SOW, make timely decisions necessary to perform the Services, participate in the project to the extent reasonably requested by Singlewire and reasonably assist Singlewire with its performance of the Services;
- Provide Singlewire's personnel with controlled and supervised appropriate levels of access and privilege to systems and information necessary for Singlewire's performance of the Services;
- Provide timely responses to Singlewire's inquiries and requests for approvals and authorizations;
- Immediately terminate Singlewire's access rights and immediately remove access during all periods of time for which Singlewire is not actively performing Services;
- Provide access to any information or materials reasonably requested by Singlewire which are necessary or useful as determined by Singlewire in connection with providing the Services, including, but not limited to, physical and computer access to Your computer systems; and
- Perform other reasonable duties and tasks to facilitate Singlewire's performance of the Services. In addition to any other assumptions described herein and/or in the applicable bid/quote/SOW, Singlewire assumes the following:
 - When Services are performed at Your location (or another location designated by You), they shall be performed during mutually agreed upon times.
 - When Services are performed at Your location (or another location designated by You), You shall provide adequate workspace for the engagement personnel (both Singlewire's personnel and Your personnel) with appropriate system access.
 - In addition, Your personnel shall be available on a timely basis, and when reasonably requested by Singlewire, Your personnel shall provide input, review the Services being performed and the items being delivered by Singlewire, answer questions, and allow Singlewire to gather and validate information, perform reviews and obtain other input. You acknowledge and agree that the Services are dependent upon the completeness and accuracy of information provided by You and the knowledge and cooperation of the personnel engaged or appointed by You who are selected by You to work with Singlewire.
 - The scope and objectives of the project shall be managed by You to ensure completion of the project within the anticipated schedule.
 - You shall work with Singlewire so that together we can define roles and responsibilities, develop project and test plans, identify risks, maintain change management procedures and ensure management of open issues.
 - You have acquired all necessary hardware and software required to complete the Services.
 - When Services are performed at Your location (or another location designated by You), the site shall be secure. Singlewire is not responsible for lost or stolen equipment.
 - Written SOWs shall be signed by both parties. No changes to a SOW shall be made without a valid change order signed by both Your authorized representative and Singlewire's authorized representative.
 - If You do not already have a software maintenance contract for Singlewire's software, Singlewire encourages You to obtain one by

contacting a Singlewire account team. Those software maintenance services are separate from the Services provided hereunder.

If You do not fulfill all of Your responsibilities in a timely manner or if any assumption is incomplete, is incorrect or becomes incorrect, then:

- The anticipated schedule for the project may be delayed.
- Scheduled personnel may be reassigned to a different project or may become idle.
- If Singlewire's personnel had been scheduled to perform Services for You but such personnel do not perform on any scheduled day because of Your failure to fulfill one of Your responsibilities or because of an incomplete or incorrect assumption, Singlewire shall have the right to invoice You for that day (calculated using the same rates applicable to the Services, and if no rate had been otherwise agreed upon, then using Singlewire's then-current standard rate).
- The amount of time it takes to perform the Services may increase and/or Singlewire may need to perform additional or different Services in order to be able to perform the original Services, in which case, Singlewire shall invoice You for any such additional or different time or performance (calculated using the same rates applicable to the Services, using an eight-hour day, and if no rate had yet been agreed upon, then using Singlewire's then-current standard rate).
- It may be commercially unreasonable for Singlewire to perform the Services, either in whole or in part, in which case Singlewire shall have the right to terminate any obligation it might have to You (to perform the Services or otherwise) or to terminate a SOW upon notice to You.

3. PROJECT SCHEDULING.

Any dates, deadlines or schedules in any bid/quote/SOW (as amended by any change order) or otherwise anticipated for the project are estimates only, to be used for Singlewire's planning only. Together Singlewire's contact person and Your contact person will develop an anticipated schedule.

4. PROFESSIONAL SERVICES FEES: HOURLY RATE.

Singlewire will invoice You for Services specified in the applicable bid/quote/SOW at the rates specified in the corresponding bid/quote/SOW (the "Applicable Rates"), plus the travel and expenses described in the "Travel and Expenses" section below. If a rate is not specified, You will be billed at a daily rate of \$2000 (the "List Rate"). Singlewire may invoice You for all of the Services described in the applicable bid/quote/SOW or any portion of them.

5. PROFESSIONAL SERVICES FEES: FIXED OR FIRM FEE.

Any projections regarding the time the Services will take to perform and/or the total fees You will incur for the Services discussed or set forth in the applicable bid/quote/SOW or otherwise are estimates only. You acknowledge that no employee of Singlewire is authorized to make a fixed or firm bid/quote/SOW on behalf of Singlewire that is not in an electronic or written document signed by an officer of Singlewire that expressly states that the bid/quote/SOW is "firm" or "fixed."

6. TRAVEL AND EXPENSES.

Unless otherwise provided in the applicable bid/quote/SOW:

- When Services are performed at Your location (or another location designated by You), Singlewire will invoice You for the travel time of Singlewire's personnel at a rate equal to 50% of the rates specified in the applicable "Professional Services Fees" section above.
- Singlewire will invoice You for all reasonable, direct costs incurred by Singlewire in providing the Services described in the applicable bid/quote/SOW. Examples of these expenses may include, but are not be limited to, airfare, lodging, mileage, meals, tolls and parking. Upon request, Singlewire will provide itemization and documentation of all expenses over \$25. Singlewire will not add a markup to these expenses. Any projected expenses discussed or set forth in the applicable bid/quote/SOW or otherwise are estimates only.

7. OBJECTIONS.

Any objections You may have to an invoice shall be made to Singlewire within fifteen (15) days after the date of the invoice and shall be directed to invoice@singlewire.com.

8. EXPIRATION AND TERMINATION.

Each bids/quote/SOW expires after thirty (30) days unless another time period has been specified therein and shall be of no force or effect if You do not sign and deliver it to Singlewire so that it is received within thirty (30) days from its date. If Your signature arrives after expiration of that thirty (30)-day period, Singlewire may nonetheless elect to countersign and/or perform under that quote/bid/SOW, but the decision to do so shall be in Singlewire's sole discretion.

Either You or Singlewire may terminate the applicable bid/quote/SOW for cause if the other party fails to cure a material default in the time period specified below. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will have thirty (30) days to remedy its performance, except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination.

Unless otherwise provided in the applicable bid/quote/SOW (as it may be amended by a change order), each bid/quote/SOW can be terminated by Singlewire without cause upon at least fourteen (14) days' advanced written notice.

In the event of any expiration or termination of the applicable bid/quote/SOW, You will pay Singlewire for all Services performed and expenses incurred up to and including the date of termination.

Upon the expiration or termination of the applicable bid/quote/SOW, all rights and obligations of You and Singlewire under such bid/quote/SOW including, without limitation, under these terms and conditions and/or the Terms and Conditions (as defined below), shall automatically terminate except for any right of action occurring prior to expiration or termination, payment obligations and obligations that expressly or by implication are intended to survive expiration or termination (including, without limitation, limitation of liability, indemnity, confidentiality, title and this survival provision).

9. Change Orders.

A bid/quote/SOW may be modified or amended only in a written document signed by both You and Singlewire (referred to herein as a change order).

10. CONFLICTS.

If there is a conflict between a bid/quote/SOW and these terms and conditions (including, without limitation, the Terms and Conditions (as defined below) incorporated herein as described below), these terms and conditions will control, except as expressly authorized in an electronic or written document signed by an officer of Singlewire that modifies these terms and conditions. Each such modification will be applicable only with respect to Services governed by such document and not to future Services.

11. DATA BACK-UP.

You will be solely responsible for daily back-up and other protection of Your data and software against loss, damage or corruption, and You will be solely responsible for reconstructing data (including, but not limited to, data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SINGLEWIRE AND ITS SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND YOU ASSUME ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

12. ACCESS.

Singlewire may perform the Services at Your place of business, at Singlewire's own facilities or such other locations as You and Singlewire deem appropriate. When the Services are performed at Your premises, Singlewire will attempt to perform such Services within Your normal business hours unless otherwise jointly agreed to by You and Singlewire. When the Services are provided on Your premises or at another location designated by You, You shall maintain adequate insurance coverage to protect Singlewire and Your premises, and You agree to indemnify and hold Singlewire and its agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Singlewire's gross negligence or willful misconduct.

13. REQUIRED CONSENTS.

You shall provide all Required Consents (as defined below) necessary for Singlewire to provide the Services. "Required Consents" means consents or approvals required to give Singlewire and its subcontractors the right or license to access, use and modify all data and third party products.

14. SECURITY.

Singlewire will follow all of Your reasonable security rules and procedures, as communicated in writing by You to Singlewire from time to time.

15. MISCELLANEOUS.

The rights and remedies provided Singlewire hereunder and under the applicable bid/quote/SOW are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

16. TERMS AND CONDITIONS FOR SALES.

THIS SERVICE OFFERING IS AND THE PROVISION OF THE SERVICES ARE EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS FOR SALES (the “Terms and Conditions”) LOCATED AT www.singlewire.com/terms AND THOSE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT AS IF FULLY STATED HEREIN. EXCEPT TO THE EXTENT WAIVED, AMENDED OR MODIFIED BY AN OFFICER OF SINGLEWIRE IN A SIGNED ELECTRONIC OR WRITTEN DOCUMENT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND SHALL BE DEEMED TO HAVE ACCEPTED THEM BY SIGNING AN ACKNOWLEDGEMENT OF THEM, PLACING AN ORDER, ACCEPTING DELIVERY OF A PRODUCT AND/OR PERMITTING, EXPRESSLY OR IMPLIEDLY, A SERVICE TO COMMENCE. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU OR ON YOUR BEHALF ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

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