

General Conditions of CrossNet Time and Material (“T&M”) and Firm Bid (“FB”) Services. By permitting the requested services be performed Customer is agreeing to below terms and conditions for CrossNet T&M and FB Services. If Customer and Cross have entered into a separate signed agreement, it shall take precedence where in conflict with or unaddressed by these CrossNet T&M and FB Services Terms and Conditions. Notwithstanding the foregoing, Customer issued POs and/or confirmation emails may be accepted in lieu of both parties’ signatures for CrossNet T&M and FB Services.

1. Invoicing, Price and Payment Terms. Customer will be invoiced for CrossNet T&M and FB Services upon completion, net 30 days from invoice receipt. Failure to timely pay invoice will lead to suspension of future requested Services. Customer is responsible for any applicable taxes and charges associated with their payment. Tax exempt entities must provide a current tax exemption certificate. If material is being purchased, risk of loss and title transfer FOB Customer. CrossNet T&M and FB Services Quotes are valid for 15 days regardless of any other referenced expiration date(s).

1.1 Firm Bid (FB). If the Services described in the SOW (“Statement/Scope of Work”) are Firm Bid all fees and expenses for the services will be assessed and billed on a milestone-completion basis as defined in the SOW. Cross will make reasonable efforts to deliver the services described in the SOW within the time and cost constraints detailed therein. Firm Bid pricing is based on information provided by Customer. If the fees are expected to exceed the estimate Cross will notify Customer requesting additional funding and await approval of Customer.

1.2 Time and Material (T&M). If the Services described in the SOW are T&M payment is on a time and materials basis, billed semi monthly or upon completion of the work, whichever comes first. The requested service cost is an estimate based on the listed rates. Actual cost may vary. Travel and other work-related expenses will be billed separately. This agreement will terminate at the completion of above defined work or by mutual agreement of the parties.

1.3 Remote & On Site Services. Remote and On-site services are billed at a 2 hour minimum and subsequent 1/2 hour increments. Travel charges are billed for all on-site visits. Each on-site service request will also be billed a minimum \$75 travel charge. Travel charges vary based on location and actual travel time. On-site services provided in the New York, NY metropolitan area, the Los Angeles, CA metropolitan area, and the Washington, DC metropolitan area will be at 1 1/2 times the standard hourly rate. Scheduled out of hours support, when available, will be billed at 1 1/2 the standard hourly rate Monday through Friday, 5pm to 12am local time excluding Cross designated holidays and 2 times the standard hourly rate Monday through Friday from 12am to 8am local time, weekends and Cross designated holidays. All service requests are subject to resource availability. On-Site and after-hour service requests should be made at least 7 days in advance to assure services.

2. Customer Responsibilities.

2.1 Cooperation. Customer will cooperate with Cross as reasonably necessary for Cross to implement and or administer its performance obligations by: (i) providing Cross with full, free and safe access to the requisite facilities and/or systems, (ii) providing telephone numbers (including those of contact personnel), network addresses and passwords necessary for remote access; (iii) providing interface information needed to administer the Services requested; (iv) providing the necessary third party consents and licenses to access them (as applicable); and (v) other cooperation reasonably requested based on actual needs required to provide the Services requested. Said items will be provided at Customer’s sole expense. If Cross provides a fix, patch, update or other new release of software as part of the requested Services Customer will comply with all license usage requirements at Customer’s expense. CrossNet hours will be utilized to gather this information if not timely provided.

2.2 **Warranty and Representations.** Customer continuously and on an ongoing basis represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, all system hardware and software; and (ii) Cross, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide and perform the Services requested in a timely manner.

2.3 **Access to Personal Data.** If and when Customer instructs Cross to access personal data of any employee, customer or other individual or entity in any supported product or system, or to provide Customer or a third party identified by Customer with access, Customer will indemnify Cross and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Cross accessing or providing access in accordance with Customer's request and/or instructions.

3. **Software License.** Where Services include provision of patches, bug-fixes, hot-fixes (as applicable) it will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software from the software manufacturer. If no such agreement exists New Software may be provided, but be subject to the manufacturer's then current license terms, conditions and restrictions. Depending on the service provided downtime may be required. Notwithstanding any contrary provision contained within this Agreement Customer understands and accepts that all software produced by third parties and used by Customer are specifically and expressly excluded from any contrary terms, covenants and condition contained herein and the manufacturer(s)' terms and conditions govern.

4. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE OTHER PARTY, FOR ANY LOST PROFITS OR REVENUES, LOSS OR CORRUPTION OF DATA, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE, EQUIPMENT, OR NETWORK DOWNTIME, TOLL FRAUD, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE AND/OR BREACH THEREOF, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. EACH PARTY'S TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCLUDING PERSONAL INJURY AND WILLFUL MISCONDUCT, SHALL BE LIMITED TO NO MORE THAN THE TOTAL AMOUNTS PAYABLE TO CROSS UNDER THE APPLICABLE ORDER. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

5. **Governing Law/Subcontracting.** This agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. The language for all communications regarding this Agreement shall be English. Cross may subcontract work to be performed under the Agreement, but will retain responsibility for such work.

6. **Warranties.** Cross warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been performed in this manner and Customer has provided written notification in reasonable detail to Cross so stating w/n 30 days after the performance of the Services, then Cross will, at its option, re-perform the services, correct the noted deficiencies or render a prorated refund based on the hour usage charged for the deficient Services. The warranty remedies provided in this Agreement will be Customer's sole and exclusive remedy for warranty claims.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER CROSS NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. SPECIFICALLY, THERE IS NO WARRANTY THAT ALL TOLL FRAUD VULNERABILITIES, SECURITY THREATS/VULNERABILITIES WILL BE DETECTED OR THAT SERVICES RENDERED A SUPPORTED PRODUCT OR SUPPORTED SYSTEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CROSS DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.