

PROFESSIONAL SERVICES ATTACHMENT

Peak offers a variety of professional services, such as consulting, system design, software development, installation, mobility managed services, voice logistics, project management, service and support. Peak desires to provide to Customer, and Customer desires to obtain, the Professional Services as defined in an Order, in accordance with the terms and conditions set forth in this Professional Services Attachment ("Attachment") and the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES. Peak will provide to Customer the services described in a statement of work, order, proposal or quote ("Order") executed by the parties ("Professional Services"). The Order will set forth the amount, type and fees for any hardware, software and services purchased from Peak by Customer. The Order shall incorporate any blueprint or investment proposal and shall constitute the complete and exclusive definition and description of the Professional Services. The Order will include the following elements: (a) task description; (b) deliverables and schedule; (c) completion and acceptance criteria for the deliverables; (d) pricing, (e) customer defined requirements; and (f) any special or other terms. Professional Services shall be performed in accordance with Peak's hourly or daily rates and policies specified in an Order. Any Professional Services requested by Customer and not included in the Order may be provided by mutual agreement and at Peak's then-current rates.

2. CHANGES. Either party may propose a change to an Order by delivering such request to the other party in writing. Each party will evaluate a proposed change to the Order in good faith and will respond in writing within a reasonable time. Peak will determine the impact of any requested or recommended change to the price or schedule for the Professional Services and advise Customer in writing of such impact. Any change to the Order will only become effective upon the execution by both parties of an amendment to the Order. Unless otherwise agreed upon by the parties, until such time as such amendment is effective, Peak will continue to perform, and Customer shall continue to pay for, the Professional Services in accordance with the Order.

3. CUSTOMER RESPONSIBILITIES. Customer represents that (a) the information (including Confidential Information) supplied by Customer and used by Peak in preparation of an Order is accurate, current and complete; and (b) it has, and will continue to have during the period of performance of the Professional Services, such legal right and authority to provide Peak with access and use of all software and systems as Customer may be required to provide to Peak in an Order. Customer acknowledges that Peak is not liable for any hardware, software, or any other items or services provided to Customer by any persons other than Peak, except as set forth in the Agreement and any Attachment thereto. Customer shall promptly notify Peak of any anticipated delays or deficiencies in Customer's responsibilities and shall provide prompt assistance in resolving any such delays or deficiencies to Peak's reasonable satisfaction. In the event Peak determines the information, equipment, software, assistance or payments to be provided by Customer are delayed, inaccurate or incomplete, Peak reserves the right to stop work until Customer remedies such delay, inaccuracy or incompleteness to Peak's reasonable satisfaction.

4. REVIEW OF DELIVERABLES. Customer shall notify Peak within the earlier of the timeframe set forth in the Order and ten (10) business days of delivery of a deliverable whether it conforms to the requirements set forth in the Order. Customer shall specify in sufficient detail the nature and scope of any non-conforming deliverable. Upon receipt of such notice, Peak shall act diligently to correct such deficiencies. Customer shall not unreasonably withhold approval of deliverables and corrected deficiencies. In the event that Customer does not notify Peak to the contrary within the earlier of the timeframe set forth in the Order and ten (10) business days from delivery, the deliverables shall be deemed accepted and approved by Customer.

5. PROPRIETARY RIGHTS. Unless otherwise specified in the applicable Order, Professional Services provided by Peak under the relevant Order are not performed on a "work for hire" basis and therefore the intellectual property rights related to any Professional Services, including but not limited to all the ideas, concepts, plans, techniques, designs, models, inventions, processes, methodologies, discoveries, formulae, software (other than third party software) of every kind (including all software deliverables, routines, algorithms, applications, programs, operating environments, databases, interfaces or patches), technology,

improvements, materials, works of authorship, documentation, programming aids or trade secrets developed, created, designed, invented, authored, or conceived by Peak or any of Peak's personnel or contractors in respect of any Professional Services or any testing, repairs, fixes, replacements, improvements, enhancements or updates to the Professional Services, shall be that of Peak's; provided, however, that Customer is hereby granted a non-exclusive, non-transferable license to use the Professional Services solely for its internal business purposes, subject to the restrictions set out in this Agreement. Notwithstanding anything to the contrary herein, it is understood and agreed by the Parties that any of the aforementioned intellectual property rights that may be developed, created, designed, invented, authored, or conceived by Customer and used by Peak in the construction of, or incorporated into, any Professional Services shall be the property of Customer, and Peak shall not have any right to any such intellectual property rights and Peak understands and agrees that it shall not utilize any such ideas, concepts, methods, know-how, or techniques developed, created, designed, invented, authored, or conceived by the Customer when providing services to any other Peak customers. The foregoing restriction, however, shall not restrict Peak from providing services to or developing solutions for another Peak customer with the same or similar functionality as the solutions that are provided to Customer as part of the Professional Services provided to Customer, so long as the preceding restriction is not violated. For the avoidance of doubt, it is understood and agreed that Customer is not obligated to provide Peak with any code, specifications, or information regarding any solutions created solely by Customer or on Customer's sole behalf, and Peak agrees not to appropriate any such code, specifications, or information without Customer's knowledge and consent.

6. BILLING AND PAYMENT. Customer shall pay Peak the fees and expenses for the Professional Services upon receipt of Peak's invoice.

7. WARRANTY. Peak warrants that it will render any Professional Services in a good and workmanlike manner for a period of thirty (30) days from the date the Professional Services are completed or as otherwise agreed in an Order. In the event of any material failure to meet such standard, Customer's exclusive remedy and Peak's sole responsibility shall be for Peak to re-perform the Professional Services or, if in Peak's discretion it is not commercially reasonable to re-perform the Services, provide Customer with a refund of the Professional Service fees paid by Customer. Timely completion of Professional Services and delivery of any deliverable resulting from the Professional Services by Peak is subject to the timely satisfaction by Customer of any Customer obligation or requirement. TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES PROVIDED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, Peak DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED WITH REGARD TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

8. INCORPORATION OF AGREEMENT. The parties hereby acknowledge and agree that this Attachment is attached to and forms a part of the Agreement and that the terms of the Agreement are also incorporated herein by reference.