

This Professional Service Agreement (“Service Agreement”) is between Longview Holding Corporation, Inc., dba (“CPE Labs”) and Customer., and represents CPE Labs’ standard professional services terms and conditions. Additional terms and conditions related to Customer’s purchase of Services may be added by execution of a separate written agreement supplemental to referencing this Service Agreement (“Supplemental Agreement”). This Service Agreement and any Supplemental Agreement shall hereinafter collectively be referred to as the “Agreement”. This Service Agreement shall apply with respect to Orders received and accepted by CPE Labs in response to CPE Labs’ proposal or quotation for Services, as defined below. BY ACCEPTING DELIVERY OF CPE LABS SERVICES, CUSTOMER AGREE TO BE BOUND SOLELY AND EXCLUSIVELY BY THE TERMS SET FORTH IN THIS AGREEMENT, NOTWITHSTANDING ANY ADDITIONAL OR CONFLICTING TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN DOCUMENTATION ISSUED BY CUSTOMER.

1. Definitions.

- a) “Deliverables” means all Materials delivered to Customer pursuant to an Order but specifically excluding Tools.
- b) “Materials” means any and all engineering reports, designs, documentation and other work product prepared by CPE Labs and delivered to Customer pursuant to an Order.
- c) “Services” means the activities to be undertaken by CPE Labs pursuant to any Customer Order, including, but not limited to, engineering, maintenance, installation, design, consulting, business planning, network planning, and analysis.
- d) “Software” means computer programs in source or object code form which is owned, or created, by CPE Labs, its parent or one of its subsidiaries or affiliates.
- e) “Statement of Work” means a document, prepared by CPE Labs, describing the scope of work, estimated schedule, prices, Deliverables, and other relevant terms specific to a Service, which may, from time to time, be agreed to in a writing by Customer and CPE Labs or identified in an applicable Order, proposal, or CPE Labs’ quotation. A Statement of Work shall be governed by the terms and conditions of, and constitute a part of, this Service Agreement.
- f) “Services Description” means CPE Labs published specifications for certain Services in effect at the time CPE Labs accepts an Order.
- g) “Tools” mean any diagnostics, documentation, test equipment or other items used by CPE Labs in the performance of Services.

2. Orders. Customer may engage CPE Labs to provide Services by issuing a written purchase order signed by an authorized representative or through the submission of an electronic order. All orders shall reference this Agreement and any applicable Supplemental Agreement, identifying the

Services being ordered, and specify the charges, CPE Labs quotation or proposal number, billing instructions, requested commencement date for Services, any Statement of Work, and any other special instructions. All orders will be governed by and cannot alter the terms and conditions of this Agreement. CPE Labs’ written or electronic communication accepting the Order, or commencement of Services will be CPE Labs’ acceptance of Customer’s Order.

3. Changes to Orders. The parties may, by mutual agreement, make changes to the Statement of Work, charges, Deliverables or other substantive aspects of the Services (“Change”). The party asking for a Change shall describe in writing the details of the requested Change (“Change Order Request”). CPE Labs shall provide in writing to Customer a summary of any and all adjustments to the charges and other changes resulting from the Change Order Request. In no event shall any Change be effective or acted upon in any way until such time as (i) an authorized representative of each party has agreed to the terms of the Change Order Request in writing and (ii) CPE Labs receives an Order from Customer for any additional charges resulting from the Change Order Request. Upon thirty (30) days advance written notice to CPE Labs, Customer may terminate any purchase order for its convenience or for any reason without any termination liability, other than for valid charges incurred for services provided through the effective date of termination. CPE Labs will continue to provide services during such notice period.

4. Charges and Payment. Charges for Services may be based on a fixed price, time and materials, or other commercial arrangement, as specified in the applicable Order or CPE Labs’ quotation. Unless otherwise included as part of a fixed price, Customer will reimburse CPE Labs for all reasonable out-of-pocket expenses incurred by CPE Labs in performing the Services (including, without limitation, all reasonable travel, meal, lodging and mileage expenses), plus standard and applicable administration charges. Unless otherwise provided in a valid CPE Labs quotation or proposal, or provided in a Statement of Work, CPE Labs will invoice Customer for one hundred percent (100%) of the price of the Services upon completion unless the Services continues beyond thirty days, in which case CPE Labs shall invoice Customer periodically for Services performed during the period for which the invoice is provided. Invoices for reoccurring Services (for example, Maintenance Services and Managed Services) will be issued in advance of the performance of such services. Amounts are due upon receipt of invoice and shall be paid by Customer within (30) days. Customer shall pay interest on any late payments at the rate of eighteen percent (18%) per annum (1 1/2% per month). In the event Customer fails to pay any amount due and payable under this Agreement, including interest thereon, CPE Labs shall have the right to immediately cease performing under this Agreement, terminate an Order or terminate this Agreement. If any authority imposes a tax, duty, levy, or fee, excluding those based on CPE Labs’ net income, in connection with the Services supplied by CPE Labs under this Agreement, Customer agrees to pay that amount as

specified in the invoice, or provide exemption documentation. Customer consents without qualification to the sale of receivables, in whole or in part, including all or any part of any associated rights, remedies and obligations, by CPE Labs without further notice and authorizes the disclosure of this Agreement and any associated documents as necessary to facilitate such sale.

5. Right of Collection. CPE Labs will retain a right to collect any unpaid or delinquent accounts. Any returned checks or bank drafts will incur a minimum processing fee of \$25 for rebilling. Customer agrees to pay for any and all reasonable costs, attorney fees, and the costs of collection in connection with any delinquent account.

6. Customer Responsibilities. Customer shall cooperate with CPE Labs in the performance by CPE Labs of the Services, including, without limitation, providing CPE Labs with sufficient, free, safe, and timely access to facilities, data, information and personnel of Customer and a suitable physical environment meeting CPE Labs' specified requirements to permit the timely performance of Services, including the recovery of Tools. CPE Labs may make alterations to any Service as necessary to comply with specifications, changed safety standards or governmental regulations, to make a Service non-infringing with respect to any patent, copyright or other proprietary interest, or to otherwise improve a Service. Customer shall be responsible for the accuracy and completeness of all data and information that it provides or causes to be provided to CPE Labs for purposes of CPE Labs' performance of its Services. Customer is responsible for the results obtained from the use of Services. In addition, it is understood and agreed that the Services provided by CPE Labs may include the advice and recommendations of CPE Labs, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Customer. In the event that there are any delays by Customer in fulfilling its responsibilities as stated above, or there are errors or inaccuracies in the information provided, CPE Labs shall be entitled to appropriate schedule and pricing adjustments.

7. Personnel. CPE Labs and Customer are each responsible for the supervision, direction, compensation and control of their own employees and subcontractors. CPE Labs may subcontract any portion or all of the Services to subcontractors selected by CPE Labs.

8. Confidential Information.

a) Confidential Information ("Information") means all business, technical, marketing and financial information and data that is clearly marked with a restrictive legend of the disclosing party ("Discloser").

b) The party receiving Information ("Recipient") will use the Information solely for the purposes of carrying out this Agreement, and will use the same care and discretion, but not less than reasonable care, to avoid disclosure, publication or dissemination of Information as it uses with its own similar information that it does not want to disclose, publish or disseminate. The Recipient may disclose Information only to

i) its employees and employees of its parent, subsidiary or affiliated companies or subcontractors who have a need to know for purposes of carrying out this Agreement; and ii) any other party with the Discloser's prior written consent. Before disclosure to any of the above parties, the Recipient will have a written agreement with such party sufficient to require that party to treat information in accordance with this Agreement.

c) The Recipient may disclose Information to the extent required by law. However, the Recipient must give the Discloser prompt notice and make a reasonable effort to obtain a protective order.

d) No obligation of confidentiality applies to any Information that the Recipient i) already possesses without obligation of confidentiality; ii) develops independently; or iii) rightfully receives without obligations of confidentiality from a third party. No obligation of confidentiality applies to any information that is, or becomes, publicly available without breach of this agreement.

e) The release of any advertising or other publicity relating to this Agreement requires the prior approval of authorized representatives of both parties.

9. Patents and Copyrights. If a third party claims that any Materials or Software provided to Customer under this Agreement infringes that party's patent or copyright, Customer agrees to return the Materials or Software to CPE Labs on CPE Labs' written request. CPE Labs will give Customer a credit equal to the amount paid by Customer to CPE Labs for the infringing Materials or Software. Any such claims against the Customer or liability for infringement arising from use of the Materials or Software following a request for return by CPE Labs are the sole responsibility of the Customer. This represents CPE Labs' entire obligation to Customer regarding any claim of infringement. CPE Labs has no obligation regarding any claim based on i) anything Customer provides which is incorporated in Materials or Software; ii) Materials prepared at the instruction of Customer; iii) the amount of revenues or profits earned or other value obtained by the use of Materials or Software by Customer; iv) the lost revenues or profits of third parties arising from the Customer's use of Materials or Software; v) Customer's modification of Materials or Software; vi) the combination, operation, or use of Materials or Software with other products or materials not provided by CPE Labs as a system, or the combination, operation, or use of Materials or Software with any product, materials, data, or apparatus that CPE Labs did not provide; or vii) the Customer's failure to install or have installed changes, revisions or updates as instructed by CPE Labs.

10. Intellectual Property.

a) CPE Labs, on behalf of itself and its subcontractors, reserves all property rights in and to i) all methodologies, designs, engineering details, and other data pertaining to the Services and Materials delivered; ii) all original works, computer programs and updates (except Customer's developed programs) developed in the course of providing the Services; iii) discoveries, patents, know-how and

techniques arising out of the Services; and iv) any and all products (including software and equipment) developed as a result of the Services. The performance by CPE Labs of Services shall not be deemed work for hire.

b) CPE Labs grants to Customer a perpetual, non-exclusive, world-wide, paid up license to use, copy and modify the Materials produced by CPE Labs and delivered to Customer in the performance of Services solely for Customer's internal business purposes.

c) It is understood between the parties that CPE Labs will employ its know-how, techniques, concepts, experience and expertise, as well as all other intellectual property, including that to which it reserves its rights hereunder, to perform services the same as or similar to the Services for others.

11. Warranty. CPE Labs will perform the Services in a professional and workmanlike manner. If Services are not performed as warranted, CPE Labs will re-perform the non-conforming Services, provided that Customer shall notify CPE Labs in writing of any non-conformance within 30 days of the date on which the Services are completed.

THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES. CPE LABS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Maintenance Services.

a) CPE Labs provides certain Services either at Customer's location or at a service center. Upon request, CPE Labs will inform Customer of the types of Maintenance Services available to Customer which are consistent with CPE Labs' standard practices and response times.

Maintenance Services are available in accordance with CPE Labs' then-current descriptions and at CPE Labs then-current prices.

b) To be eligible for Maintenance Services, the Products must be in good operating condition and at a revision levels supported by CPE Labs.

c) Relocation of Products under Maintenance Services may result in adjustments to the price and response times. Continued Maintenance Services for such Products are subject to reasonable availability from CPE Labs or an authorized maintenance service provider.

d) Where applicable, before CPE Labs provides Maintenance Services, Customer agrees to i) follow the problem determination, problem analysis, and Maintenance Services request procedures that CPE Labs provides; ii) secure all programs and data contained in hardware; and iii) inform CPE Labs of changes in hardware's, or service provision point, location.

e) Customer will obtain CPE Labs' concurrence prior to returning any Products and must reference a return material

authorization number issued by CPE Labs on documentation accompanying number issued by CPE Labs on documentation accompanying such returned Products. Customer agrees to ship Products prepaid and suitably packaged and suitably packaged to a location CPE Labs designates. CPE Labs will return the hardware to Customer at CPE Labs' expense. CPE Labs is responsible for loss of, or damage to, Customer hardware while it is i) in CPE Labs' possession or ii) in transit back to customer. Any returned hardware becomes CPE Labs' property and, subject to CPE Labs' receipt of the exchanged hardware, its replacement becomes the Customer's property. The replacement hardware may not be new but will be in working order and equivalent to the item exchanged. Customer agrees to ensure that exchanged hardware is free of any legal obligations or restrictions that prevent its exchange and represents that all returned items are genuine and unaltered.

13. Limitation on Liability. In no event shall CPE Labs or its agents or subcontractors be liable to Customer for more than the amount of any actual direct damages up to the greater of U.S. \$1,000 or the charges paid for Services that are subject of the claim, regardless of the clause and whether arising in contract, tort (including negligence) or otherwise.

IN NO EVENT SHALL CPE LABS OR ITS AGENTS OR SUPPLIERS BE LIABLE FOR ANY OF THE FOLLOWING: A) DAMAGES BASED ON ANY THIRD PARTY CLAIM EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN AND IN SECTION 9; B) LOSS OF, OR DAMAGE TO, CUSTOMER'S RECORDS, FILES OR DATA; OR C) INDIRECT SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOST SAVINGS), EVEN IF CPE LABS IS INFORMED OF THEIR POSSIBILITY.

14. General.

a) Except as may be provided elsewhere in this Agreement, neither party may assign or otherwise transfer this Agreement or its rights under it without the other party's prior written consent, and any attempt to do so is void; except that CPE Labs, without Customer's consent, may assign, delegate or otherwise transfer its rights, duties and obligations under this Agreement, in whole or in part, to its parent, any subsidiary or affiliated company or any successor to all or a portion of the business or assets applicable to this Agreement. Customer agrees to comply with all applicable laws including all applicable export and import laws and regulations and laws governing the exportation of technology and know-how. Except for non-payment, neither Customer nor CPE Labs will bring a legal action under this Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill any obligations due to causes beyond its control. In the event that any provision of this Agreement or portions thereof are held to be invalid or

unenforceable, the remainder of this Agreement will remain in full force and effect.

b) The terms and conditions of this Agreement (including any Supplemental Agreement), and any applicable Orders, Statements of Work and attachments hereto form the complete and exclusive agreement between Customer and CPE Labs and replace any prior oral or written proposals, statements of work, correspondence or communications regarding the subject matter hereof. In the event of a conflict between this Agreement and any other documents attached hereto or referenced herein, the terms herein will prevail, provided however, the terms and conditions of any applicable Supplemental Agreement shall take precedence over the terms and conditions contained in this Service Agreement. Any changes to this Agreement must be made by mutual agreement in writing. All Customer's rights and all of CPE Labs' obligations are valid only in the country in which the Services were provided; the laws of the Commonwealth of Kentucky govern this Agreement, exclusive of its conflict of laws provisions; and nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. The United Nations Conventions on Contracts for the International Sale of Goods shall not apply hereto.