

PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") sets forth the terms and conditions governing the Professional Services offered by Poppulo pursuant to the Software Subscription Agreement ("Agreement") entered into between You and Poppulo and incorporated herein by reference. The Professional Services are designed to support You in each phase of the solution, from consulting on communications strategy, to implementation, and finally to on-going support and management of Poppulo Harmony. While You may choose to manage Your own communications network, Poppulo offers You the ability to out-source this responsibility to Poppulo through various managed services offerings as described more fully in the Ordering Documents. Capitalized terms used in this Addendum shall have the meaning defined under the Agreement.

1. Scope of Services. Subject to the terms and conditions of the Agreement and this Addendum, Poppulo will provide Customer with Professional Services as set forth in the applicable Ordering Documents, including where applicable the Statement of Work. In order to render certain types of Professional Services, access to the Customer's cloud environment and/or network architecture may be required. Such access shall be addressed with Customer in advance and shall be limited exclusively to the provision of the professional services contracted, and for no other purpose.

2. Change Order Process. If Customer or Poppulo requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any SOW, the party seeking the change shall propose the applicable changes by written notice. Upon discussion and agreement with the proposed changes, Poppulo will prepare a Process Change Request ("PCR") describing the proposed changes to the SOW and the applicable change in fees and expenses, if any. PCRs are not binding unless and until they are executed by both parties. Executed PCRs shall be deemed part of, and subject to, this Addendum.

3. Project Materials and Installation Services.

a. Deliverables. For purposes of this Agreement, "Deliverable(s)" shall mean the Documentation and/or training materials provided pursuant to the Professional Services performed. Unless specifically identified as a "Work Made for Hire" in an applicable SOW, Poppulo shall own all rights, title and interest in and to the Deliverables, specifically excluding any Customer Content, information, or data provided to Poppulo by Customer in performing the Professional Services, which shall remain at all times the property of the Customer. Subject to the terms and conditions of the Agreement and this Addendum, Poppulo grants Customer a limited, non-exclusive, non-transferable and terminable license to use the Deliverables solely for Customer's internal operations in connection with its use of Poppulo Harmony.

b. Tools. Notwithstanding any other provision of this Addendum: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in Poppulo's proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Poppulo to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables; and (ii) the term "Deliverables" shall not include such Tools.

c. Installation Services. Poppulo scopes hardware and installation services based on industry standards and use case. Poppulo acknowledges Customer's right to select an install method that differs from what has been scoped and recommended by Poppulo. If Customer elects to proceed with an installation that differs in form or specifications from Poppulo's recommended practice, Customer assumes responsibility arising from or related to Customer's selected install method. Poppulo is not responsible for any adverse effect arising from an installation performed in derivation of Poppulo's recommendations.

4. Third Party Engagements. If You choose to implement Poppulo Harmony either yourself or through a third party other than Poppulo or one of its authorized subcontractors, Poppulo takes no responsibility for the appropriateness, quality or efficacy of the Hardware purchased or Professional Services provided.

5. Out of Scope Items. The following is a list of those items that are outside of the scope of Poppulo Professional Services engagements, unless expressly stated otherwise in the applicable Statement of Work: Any software features/functionality not based on current Poppulo Harmony versions available at the time of implementation kickoff; Data migration or data entry; Any features demonstrated during the sales process but not specifically included in the Statement of Work; Decryption or redistribution of live video or data streams; Creation of any original content such as logos or marks; Converting content into file formats compatible with Poppulo Harmony; Network configurations; Modifications required to the project plan which are caused by features of Your environment not previously disclosed to Poppulo; Works Made for Hire, as that term is defined in the United States Copyright Act, 17 U.S.C.A. § 101), unless expressly identified as such in accordance with 3(a) above.

6. Professional Services Warranty.

a. Professional Services Warranty. Poppulo warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services in accordance with the SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards.

b. Disclaimer. Section 6.a. above sets forth the sole and exclusive warranties and remedies related to the professional services, deliverables, and tools under this Addendum. There are no other warranties or conditions, express or implied. Except as provided herein, the Professional Services and Deliverables provided to customer are on an "as is" and "as available" basis.