

ALEGION SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into this 9th day of June, 2014 ("Effective Date"), by and between _____ ("Customer"), located at _____ and Alegion Inc. ("Service Provider"), located at 15212 Bothell Everett Hwy, Mill Creek, WA 98012. The parties hereby agree as follows:

1. Definitions:

- a) "Affiliate" means any entity that is controlled by or under common ownership or control with a party hereunder.
- b) "Customer Materials" means all text, articles, photographs, images, illustrations, artwork, video, audio, creative, and other content; software, designs, plans, source and object code, data and technical information; and all Customer Marks; in each case as provided by Customer for integration into or use in connection with the Service. For the avoidance of doubt, Customer Materials does not include any User Content.
- c) "Customer Website(s)" means websites owned and/or operated by Customer that will access, post, use, or promote the Service at Customer's request.
- d) "Customizations" are changes made by Service Provider to the Service at the request and/or direction of Customer, including without limitation integrating the Customer Marks with the Service and revising existing, or implementing new, functionality/modules.
- e) "Deliverables" means all text, articles, photographs, images, illustrations, artwork, video, audio, creative, and other content; software, designs, plans, source and object code, data and technical information; in each case that are specifically commissioned by Customer for development by Service Provider.
- f) "Intellectual Property Right(s)" means any and all (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property and proprietary rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license or otherwise; and (f) rights or interest in registrations, applications, renewals, extensions, continuations, divisions or reissues thereof.
- g) "Marks" mean all trademarks, trade names, service marks and other brand identifiers provided by one party to the other for use by such other party in connection with this Agreement.
- h) "Service" means Service Provider's "Managed Crowdsourcing" service, and such other of Service Provider's products and/or services that the parties agree shall be provided to Customer pursuant to a SOW, including without limitation any Customizations.
- i) "Service Provider Materials" means all Service Provider Marks and all designs, plans, programs, software (including both source and object code) and other back-end functionality of the Service which are delivered to Customer under this Agreement and which Service Provider developed or licensed from others prior to the execution

of the SOW or independently from the SOW.

- j) "SOW" means a written Statement of Work, to be signed by both parties, that sets forth, without limitation, a detailed description of the Service and any Customizations, production schedule, specifications and all fees, expenses and payment due dates in connection therewith.
- k) "User" shall mean each individual visitor to the Service and/or Customer Website(s).
- l) "User Content" means all text, articles, photographs, images, illustrations, artwork, video, audio, creative designs, information and other content posted on, uploaded to, or otherwise made available through the Service by a User, including any such content uploaded manually or bookmarked by such User.
- m) "User Data" means the name, address, e-mail address, telephone number(s), and other personally identifiable information collected from Users, and all usage statistics, traffic patterns, and other non-personally identifiable aggregate data collected in connection with Users.

2. Scope of Agreement:

- a) From time to time during the term of this Agreement, Customer may request that Service Provider design, develop, customize, integrate, maintain and/or host the Service and/or Deliverables, in which case Service Provider will prepare a SOW. Upon signature of a SOW by both parties, such SOW shall be attached to this Agreement, all of its terms shall be incorporated herein as well as DIR Contract No. DIR-TSO-3403, and each party hereby agrees to fulfill all of its obligations set forth therein. Unless specifically indicated otherwise in a SOW, this Agreement is non-exclusive and there is no minimum purchase obligation hereunder.
- b) The parties agree that any Affiliate of Customer may, initially or over time, execute an SOW directly with Service Provider. Upon execution of an SOW between an Affiliate and Service Provider, the references in this Agreement to "Customer" shall be deemed to apply to Affiliate, except where the context dictates otherwise (as in the following sentences). Such Affiliate shall make all payments directly to Service Provider and Service Provider shall accept payments directly from such Affiliate. Service Provider's sole and exclusive remedy and redress for any alleged breach of any obligation to Service Provider assumed by any Affiliate shall be solely against such Affiliate and not against Customer or any other Affiliate. Service Provider shall at all times continue to provide services to Customer and/or such other Affiliate(s) in accordance with the terms of this Agreement.
- c) Service Provider will not sub-contract any of its responsibilities hereunder without Customer's prior written consent. In the event Customer approves any subcontracting, Service Provider will be responsible for the acts and/or omissions of such subcontractors, including without limitation breaches or alleged breaches of this Agreement, as if such subcontractors were employees of Service Provider. In the event of any conflict between the terms of this Agreement and the terms of any SOW, the terms of this Agreement shall control and prevail. But, in all cases DIR Contract No. DIR-TSO-3403 shall prevail over all.
- d) **Change Orders**. Non-Material Changes to the scope of a project will have no effect on the corresponding SOW. Customer may at any time

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by written notice to Service Provider (e-mail acceptable), request a Material Change to a project. As used herein, a “Material Change” is a change to the scope of a project requested by Customer that significantly increases Service Provider’s work or timeline to complete the project. Within a commercially reasonable period of time after receipt of any such request, Service Provider will provide Customer with an estimate of the impact, if any, of such requested change on the payment terms, completion schedule and any other applicable provision of the SOW. If the parties mutually agree to such changes, a written description of the agreed change (a “Change Order”) will be prepared. In the event of a conflict between the terms of a Change Order and the terms of a SOW, the terms of the Change Order shall prevail with respect to the subject matter of the Change Order. But, in all cases DIR Contract No. DIR-TSO-3403 shall prevail over all.

3. Payments:

- a) In full consideration for Service Provider’s performance hereunder, Service Provider shall invoice Customer for the following fees and expenses (and Customer shall not be responsible for any fees and/or expenses not explicitly detailed in a SOW in accordance with Appendix C of DIR Contract No. DIR-TSO-3403 or otherwise agreed by Customer in writing):
 - i) all fees set forth in the SOW, in accordance with the payment schedule set forth therein and Appendix C of DIR Contract No. DIR-TSO-3403;
 - ii) all actual out-of-pocket expenses incurred by Service Provider on Customer’s behalf, provided that: (1) such expenses are within the budget approved by Customer in a SOW; (2) proper receipts and documentation are provided to Customer; (3) all single expenses over \$500 and cumulative expenses in a single month over \$2000 must be specifically pre-approved by Customer in writing. Whenever possible, Customer shall be billed directly by any vendor engaged on Customer’s behalf. Any travel reimbursements must be in accordance to the Comptroller of Public Accounts Texas Travel Management Guide

(<http://www.comptroller.texas.gov/procurement/prog/stmp/>).
- b) Customer shall make payments in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3403.

4. License and Ownership:

- a) Subject to the terms and conditions of DIR Contract No. DIR-TSO-3403 and this Agreement, Service Provider grants to Customer a worldwide, non-exclusive, and royalty-free license to reproduce, display, publish, publicly perform, post and otherwise use the Service and Service Provider Materials during the term of this Agreement.
- b) Subject to the terms and conditions of DIR Contract No. DIR-TSO-3403 and this Agreement, Customer grants to Service Provider a worldwide, non-exclusive, non-

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sublicenseable, and royalty-free license to reproduce, display, publish, publicly perform, post and otherwise use the Customer Materials in the form provided by Customer, and all User Content and User Data, during the term of this Agreement solely and only to the extent necessary to perform Service Provider's obligations for Customer as explicitly set forth in this Agreement.

- c) Service Provider and its suppliers will retain all right, title and interest in and to all Intellectual Property Rights embodied in or associated with the Service Provider Materials and Service.
- d) Customer will retain all right, title and interest in and to all Intellectual Property Rights embodied in or associated with the Customer Materials. As between the parties, Customer will retain all right, title and interest in and to all User Content and User Data.
- e) All Customizations and Deliverables shall be owned by Customer and shall be considered works-made-for-hire (within the meaning of the Copyright Act) by Service Provider for Customer. Customer shall own all Intellectual Property Rights in the Customizations and Deliverables. In the event any such Customizations or Deliverables are deemed not to be a work-made-for-hire, Service Provider hereby transfers and assigns all Intellectual Property Rights throughout the universe, in any and all media and forms of publication, reproduction, transmission, distribution, performance, adaptation, enhancement, or display now in existence or hereafter developed, in such Customizations or Deliverables, to Customer. From time to time upon Customer's request, Service Provider and/or its personnel shall confirm such assignment and/or ownership by execution and delivery of such assignments, confirmations or other written instruments as Customer may request. In addition, Service Provider hereby acknowledges Customer's ownership of all Intellectual Property Rights in the domain name(s) and URL(s) in connection with the Website(s).
- f) In the event that any Deliverables or component thereof constitutes a work belonging to a third-party or constitutes a work that was created by Service Provider prior to the beginning of performance under this Agreement ("Preexisting Works"), Service Provider shall include in the SOW a specific identification of each such work or components thereof with references to (1) the nature of such Preexisting Work; (2) its owner; and (3) the source of Service Provider's authority to employ the Preexisting Work in the preparation of the Deliverables. Service Provider shall cause Customer to have and obtain the perpetual, irrevocable, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute internally or externally, and prepare derivative works based upon all Preexisting Works and derivative works thereof, and authorize or sublicense others from time to time to do any or all of the foregoing. In all events, license or other agreements for any Preexisting Works may not restrict Customer's rights to use any Preexisting Works in connection with any Deliverables that include or incorporate such Preexisting Works, nor may any such license or other agreements impose any obligations upon Customer.
- g) Prior to incorporating any "open source", Creative Commons, or other publicly-licensed material (including without limitation software and other technological tools, photographs, videos, or other content), or any portion thereof ("Open Source

Material”) into any Deliverables, Service Provider will: (i) notify Customer of the name(s) and version(s) of each item of Open Source Material; (ii) provide Customer with all pertinent information about each such item of Open Source Material including without limitation complete copies of any licenses pertaining thereto; and (iii) obtain Customer's written consent to Service Provider's incorporation of each such item of Open Source Material into the Deliverable. In addition, Service Provider will comply with all license(s), restriction(s) and obligation(s) that may apply to each such item of Open Source Material, including without limitation any and all requirements imposed by any “share alike”, GNU General Public License (“GPL”), “copyleft” or similar provisions (including without limitation, if applicable, that the Deliverable: (1) include the terms of the license and (2) make available the source code for each item of such Open Source Material). For the sake of clarity, Service Provider's obligation to indemnify Customer pursuant to Section 17 below includes Claims in connection with Service Provider's breach of this provision and Claims that the Open Source Material infringes upon the personal rights or Intellectual Property Rights of any third party. This provision will survive any termination or expiration of this Agreement.

5. Term/Termination:

- a) Unless terminated earlier as permitted in accordance to Appendix A, Section 11B: (i) this Agreement shall commence on the Effective Date and remain in effect for a period of 1 year, provided that if any SOW remains in effect on the date of any such termination, this Agreement shall remain in effect until the expiration or termination of such SOW; and (ii) each SOW shall commence on the start date set forth in such SOW, and will remain in effect until the end date set forth therein, or completion of Service Provider’s responsibilities, whichever is later.
- b) Either party may terminate this Agreement or any SOW in writing if the other party breaches any material term and fails to cure such breach within thirty (30) days of receipt of written notice that specifies such breach in reasonable detail.
- c) Notwithstanding anything to the contrary in this Agreement, Customer may in its discretion at any time terminate any SOW upon fifteen (15) days prior written notice to Service Provider, provided that Customer will pay to Service Provider all fees for services rendered until the date of notification of termination, plus (i) any fees for services rendered from the date of notification of termination until the effective date of termination if such services are requested by Customer in writing, and (ii) fees for products or services purchased through third parties or commitments made to third parties by Service Provider, but only if each such expense was specifically approved in writing by Customer and only to the extent each such expense cannot be cancelled or alleviated. In addition, all such products or services and/or rights therein will be owned by Customer.
- d) Unless otherwise directed by Customer, Service Provider shall promptly provide to Customer upon expiration or termination of this Agreement or any SOW: (i) all User Data and User Content in machine readable format; (ii) all copies of Customer’s Confidential Information; and (iii) if applicable, a fully commented and documented copy of the source code and object code for the Customizations and/or Deliverables,

including all reference material to identify and obtain requisite compilers and/or all other systems, software and material(s) necessary to enable Customer to use, maintain, support and correct the Customizations and/or Deliverables.

- e) Sections 5, 6(d), 6(e), and 12-20 will survive any termination or expiration of this Agreement.

6. Testing and Acceptance: The Service and Deliverables must be satisfactory in form and content to Customer and must be submitted to Customer in accordance with the specifications and production schedule set forth in the SOW. Upon delivery of each component of the Service and Deliverables to Customer, Customer shall have ten (10) business days, or such longer period as may be set forth in an SOW, to inspect and test such component to determine if it conforms to the specifications. At or before the end of that period, Customer shall notify Service Provider in writing of its acceptance of the Service, Deliverables and/or such component, or of any failure of the Service, Deliverables or component to conform to such specifications. In the event Customer rejects the Service, Deliverables or component, Service Provider shall then have five (5) days to remedy such failure and redeliver the Service, Deliverables or component to Customer. If the resubmitted Service, Deliverables or component again fails Customer's acceptance testing, Customer may, in its reasonable discretion: (a) deem the failure to be a material breach under this Agreement; (b) accept the Service, Deliverables or component as non-conforming; or (c) require Service Provider to try again to remedy the failure. If Customer accepts the Service, Deliverables or component as non-conforming, Customer may, in its sole discretion, withhold a reasonable offset from the fees payable to Service Provider. Notwithstanding the above, under no circumstances shall the Service, Deliverables or any component thereof be made available to the public on behalf of Customer by Service Provider unless Customer provides its prior written consent.

7. Hosting/Maintenance Services: Service Provider shall provide correction of all software errors, technical failures or incompatibilities associated with the Service and/or Deliverables, and assist Customer in resolving such problems at no cost to Customer, pursuant to the Service Level Agreement attached hereto as Exhibit A, throughout the term of this Agreement. To the extent hosting services are part of any SOW, Service Provider shall host the Service and/or Deliverables pursuant to the Service Level Agreement, and: (a) provide Customer storage space on, and access to, Service Provider's server(s) and related materials, facilities and services, in order to host the Service and/or Deliverables, and to otherwise make all functionality of the Service and/or Deliverables accessible on demand by Users; (b) be solely responsible, at its expense, for determining, creating and/or providing the appropriate server environment to host the Service and/or Deliverables, and for resolving any compatibility issues associated with such server environment; and (c) maintain a back-up copy of all current content on the Service and/or Deliverables, and update such back-up on a daily basis and provide Customer with access to such back-up data.

8. User Content and User Data: Service Provider shall adhere to all privacy and data security best industry practices, and all applicable local, state, and federal laws, rules and regulations in gathering, processing, storing and transmitting all User Data. Customer's privacy policy and user agreement provided to Service Provider or posted on the applicable Customer Website(s), shall govern all User Content and User Data.

9. Insurance: Service Provider will maintain in effect throughout the term of this Agreement (1) errors and omissions insurance, or equivalent professional liability coverage, including coverage for the infringement of applicable Intellectual Property Rights in amounts no less than \$1 million per claim with an aggregate of no less than \$2 million, (2) comprehensive commercial general liability insurance, including coverage for bodily injury and property damage, contractually assumed liability and independent contractors in amounts no less than a combined single limit of \$1 million per occurrence and \$2 million in

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the aggregate annually, (3) statutory workers' compensation coverage and employers liability insurance for a limit of no less than \$1 million. Service Provider will provide a certificate of insurance to Customer evidencing the foregoing within ten (10) days of the Effective Date, and said certificate shall name Customer as an additional insured and shall state that no material change, reduction, cancellation or non-renewal of the policy shall become effective until thirty (30) days from the date written notice thereof is actually received by Customer.

10. Force Majeure Events: Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3403.

11. Publicity: Service Provider agrees that it will not, without the written consent of Customer in each instance: (i) use in advertising, publicity or otherwise (including without limitation on the Internet) the name of Customer, Customer's domain names, any trademark, trade name, symbol or any abbreviation or contraction thereof owned by or referring to the Customer; or (ii) represent, directly or indirectly, that any product or service offered by Service Provider has been approved by or endorsed by Customer.

12. Relationship of the Parties: Each party and its personnel are acting as independent contractors with respect to the other party and will not be treated as or considered an employee of the other party for any purpose, including but not limited to the other party's employee benefits, unemployment taxes, Federal tax purposes, the Federal Insurance Contribution Act, or income tax withholding at the source. Nothing herein shall create, expressly or impliedly, a partnership, joint venture, or other association between the parties. Each party understands and agrees that its personnel are not entitled to benefits under any employee benefit plan of the other party, even if (1) any court or other tribunal or government agency adjudicates or otherwise finds that any such personnel is a common law employee of the other party or (2) such personnel is/are deemed to be a common law employee of the other party for any other purpose. Each party represents that (a) it is in full compliance with the immigration laws of the United States and will maintain such compliance while this Agreement remains in effect; and (b) it is authorized to engage in business and/or provide services in the United States. Each party is responsible for compliance with all applicable laws, rules, and regulations as concerns anyone it uses to perform its obligations under this Agreement. Each party specifically acknowledges and agrees that the other party has no actual, implied or apparent authority to act as an agent or employee of such party; to enter into any contractual commitments on behalf of such party; or to incur any obligations, debt or liability for such party. Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3403.

13. Confidentiality: Confidentiality will be handled in accordance to Appendix A, Section 10H of DIR Contract No. DIR-TSO-3403.

14. Warranties of Service Provider: Service Provider represents and warrants that: (a) it has all necessary rights, consents, permits, and authority to execute this Agreement and perform its obligations and to grant the rights and/or licenses granted hereunder to Customer; (b) the services to be performed by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (c) the Service and Deliverables will operate in conformance with the relevant terms of this Agreement, including without limitation, the specifications set forth in the SOW; (d) it is the owner of or otherwise has the right to use and distribute all materials and methodologies used in connection with providing the Service and Deliverables, including without limitation the Service Provider Materials, and that such Service, Deliverables and Service Provider Materials will not infringe upon the personal rights or Intellectual Property Rights of, or give rise to any claim by, any third party; (e) it will comply with all applicable federal, state and local laws, rules, and regulations in the performance of its obligations hereunder; (f) the Service and Deliverables are and will be free of any software disabling devices, time bombs,

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viruses, or devices or defects of similar nature and that Service Provider shall not attempt to access, destroy, disable, repossess, alter or tamper with any programming, software or data associated with the Service or Deliverables, whether remotely via modem, or by access to Customer's personal property, premises or otherwise; (g) the Service and Deliverables shall have been prepared by employees of Service Provider in the course of their employment or by independent contractors who have signed written works-made-for-hire agreements with Service Provider; and (h) the Service and Deliverables shall be fully compatible with any hardware (including any servers) recommended, required, approved or provided by Service Provider to be used with the Service and/or Deliverables and any hardware into which Service Provider installs the Service and/or Deliverables for Customer.

15. Warranties of Customer: Customer represents and warrants that: (a) it has all necessary rights and authority to execute this Agreement and perform its obligations and to grant the rights and/or licenses granted hereunder to Service Provider; (b) the Customer Materials, as provided by Customer, will not infringe upon the personal rights or Intellectual Property Rights of any third party; and (c) it will comply with all applicable federal, state and local laws, rules, and regulations in the performance of its obligations hereunder. The aforementioned warranties and representations do not extend to materials not furnished by Customer, including not limited to, User Content or Service Provider Materials.

16. Indemnification: Indemnification will be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3403.

17. Assignment: Assignment will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3403.

18. Notices: Notices will be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3403.

19. Miscellaneous: DIR Contract No. DIR-TSO-3403 and this Agreement constitutes the entire agreement and understanding between the parties, supersedes prior agreements between the parties, whether oral or written, with respect to the subject matter hereof, and may not be altered except in a document signed by the party to be bound thereby. No contrary or inconsistent terms, conditions, restrictions, or other provisions in delivery memos, invoices, letters, or other documents will be binding on a party unless expressly agreed to in writing by that party. This Agreement will be governed by the laws of the state of Texas applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state courts in Travis County, TX, and the parties hereby consent to the exclusive jurisdiction of such courts. Nothing herein shall be construed to waive the sovereign immunity of the state.

ACCEPTED AND AGREED:

SERVICE PROVIDER

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Service Level Agreement

1. Metrics: In accordance with the terms of DIR Contract No. DIR-TSO-3403 and this Agreement, Service Provider agrees to comply with the performance standards set forth in this service level agreement. Service Provider will provide the below service performance standards.

Speed	Standards
Measure of volume of tasks completed on a daily basis	Per SOW

Quality	Standards
Measure of accuracy within final returned data	Per SOW

2. Technical Support and Problem Resolution:

2.1 Technical Support. Service Provider shall provide Customer with access to qualified personnel, during business hours, in connection with any unavailability, malfunction or defect in the Service and/or Deliverables, via an e-mail address and telephone number. 855.410.5500 (email: support@alegion.com)

3. Reduction of Payments:

If the Service and/or Deliverables experience any Severity 1 incidents, any payments due to Service Provider for that month (including without limitation any monthly minimum) will be reduced by twenty-five percent (25%) for each occurrence.