



## Statement of Work

This Statement of Work ("SOW") describes the services to be performed by PushMX Software ("PushMX") for Customer as set forth in the Order Confirmation and further described in the PushMX Software License And Services Agreement. The primary contact from PushMX for the duration of this project will be assigned from the PushMX Professional Services team.

### 1. Project Approach

PushMX implementations are based on the concept of shared responsibility. PushMX will work with Customer to plan the implementation with regard to functional scope, schedule, resources and budget. The plan will include deliverables for both PushMX and Customer that must be completed in a timely manner by both parties to ensure the project meets its objectives. PushMX will teach Customer how to configure and maintain the purchased PushMX product(s) in the chosen delivery format (the "System"), as specified in the Order Confirmation and further described in the PushMX Software License And Services Agreement, for Customer to become self-sufficient after implementation.

### 2. Project Scope

#### 2.1. System Configuration

The scope of work to be performed is based upon the PushMX product(s) that have been purchased by Customer, as specified in the Order Confirmation.

#### PushMX Production: System Configuration

Product Functionality	Description/Constraints
Installation	<ul style="list-style-type: none"><li>Server Spec evaluation</li><li>Server Installation</li><li>Client Installation (single install)</li><li>Point folder Configuration</li><li>Database installation or configuration</li></ul>
Workflow Templates	<ul style="list-style-type: none"><li>How to create / edit / modify in Excel</li><li>How to create / edit / modify in PushMX</li></ul>
User Roles/ Profiles	<ul style="list-style-type: none"><li>Set up sample users / define roles</li><li>Set up groups / determine loan file visibility</li><li>Define rights and permissions</li></ul>
Communications – Emails	<ul style="list-style-type: none"><li>Email configuration setup</li><li>Test SMTP, outgoing email, send email</li></ul>
Custom Report Creation*	<ul style="list-style-type: none"><li>As specified by customer, if applicable*</li></ul>
Communications – Web pages	<ul style="list-style-type: none"><li>Confirm resources available to host pages</li><li>Configuration / Setup</li><li>Issue Web accounts</li><li>How to load pictures</li></ul>

Communications Web pages – Deployment	<ul style="list-style-type: none"> <li>▪ Deployment of Communications Web pages</li> <li>▪ Linkage from pre-existing Customer website</li> </ul>
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\* Custom Report Creation notes from above:

- The functionality and details outlined in this Section are general requirements and do not represent a technical design specification.
- Definition of the complete, detailed requirements and design related to this functionality will be finalized as soon as possible after the Implementation Kickoff, along with any additional fees payable by Customer to PushMX, if applicable. Upon review of additional fees, if any, Customer may choose not to implement creation of Custom Reports.
- Customer is responsible to test all customizations and scripts.

## PushMX Sales: System Configuration

Product Functionality	Description/Constraints
Installation	<ul style="list-style-type: none"> <li>▪ Server spec evaluation</li> <li>▪ Microsoft component installation, PIA, .Net</li> <li>▪ SQL2005 Express (default)</li> <li>▪ Smart Client</li> <li>▪ Server Installation</li> <li>▪ Client Installation</li> </ul>
System Configuration	<ul style="list-style-type: none"> <li>▪ Company</li> <li>▪ Branches</li> <li>▪ Teams</li> <li>▪ Users / Preferences</li> <li>▪ Loan Programs</li> <li>▪ Roles</li> </ul>
Data Management	<ul style="list-style-type: none"> <li>▪ Point file folder configuration</li> <li>▪ Backup</li> </ul>
Workflow	<ul style="list-style-type: none"> <li>▪ Categories</li> <li>▪ Milestones</li> <li>▪ Tasks</li> <li>▪ Rules</li> </ul>
Custom Roles	<ul style="list-style-type: none"> <li>▪ Setup of custom roles</li> </ul>
Marketing	<ul style="list-style-type: none"> <li>▪ Campaign setup, configuration, and management <ul style="list-style-type: none"> <li>○ Marketing filter configuration and management</li> <li>○ Marketing template creation</li> </ul> </li> <li>▪ Campaign tracking and reporting</li> </ul>

## 2.2. Data Migration

PushMX will train Customer to import the following data from Customer's systems into the **PushMX Production** Application:

Data Element	Typical System of Record for Data
Current loan files (.BRW)	Calyx Point®

PushMX will train Customer to import the following data from Customer's systems into the **PushMX Sales** Application:

Data Element	Typical System of Record for Data
Historical loan files (.BRW)	Calyx Point
Prospect files (.PRS or .BRW)	Calyx Point
Lead lists (.CSV or .XLS)	Microsoft® Excel®
Contacts	Microsoft® Outlook®
Vendors & Partners	Calyx Point Cardex database
CRM data	Imported via Microsoft Excel file

All data imports and verification of imported data are responsibility of Customer.

## 2.3. Administrator Training

PushMX will provide training throughout the implementation process to the Customer Project Lead / Administrator on how to administer the System. This training will primarily take place via Web conferencing and will focus on the areas summarized in Section 2.1, System Configuration.

## 2.4. End User Training

PushMX will train end users on the implemented System functionality in the areas listed below. To maintain a productive learning environment, PushMX recommends limiting each training session to 10 participants.

### PushMX Production: End User Training

End User Role	Examples of Topics Covered
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<p>Administrative Role – responsible for day-to-day maintenance of the System including workflows, user accounts, etc.</p>	<ul style="list-style-type: none"> <li>▪ Regenerate workflow(s)</li> <li>▪ Handle Errors</li> <li>▪ Set up Point files</li> <li>▪ Add / delete users / groups / roles</li> <li>▪ Clean out Point files</li> <li>▪ Configure Finance Tab</li> <li>▪ Conditions <ul style="list-style-type: none"> <li>▪ Build templates</li> <li>▪ Use templates</li> </ul> </li> <li>▪ Email Templates <ul style="list-style-type: none"> <li>▪ Create Email templates</li> <li>▪ Attach to tasks</li> <li>▪ Automated emails</li> </ul> </li> <li>▪ Management Reports <ul style="list-style-type: none"> <li>▪ Generate default reports</li> <li>▪ Create custom reports</li> <li>▪ Automate reports</li> <li>▪ Email reports on auto-schedule</li> </ul> </li> </ul>
<p>General User Training (all users)</p>	<ul style="list-style-type: none"> <li>▪ PushMX Production Overview</li> <li>▪ Basic Navigation</li> <li>▪ Searches/Reporting</li> <li>▪ Pipeline <ul style="list-style-type: none"> <li>▪ Preferences</li> <li>▪ Notes</li> <li>▪ Reminders</li> <li>▪ Add / delete tasks</li> <li>▪ Drag / drop tasks</li> <li>▪ Disposition a file (Cancel, Deny, Suspend, etc.)</li> <li>▪ Active / Inactive Tabs</li> <li>▪ Manually import new loan</li> <li>▪ Re-import loan</li> <li>▪ Update to Track-General</li> <li>▪ Task tree(s) for different users</li> <li>▪ Reassignment of task (user, date, milestone, etc.)</li> <li>▪ Send Status</li> <li>▪ Contacts from Track-Agents / Cardex</li> <li>▪ Notifications</li> <li>▪ Attach conditions to tasks</li> <li>▪ Best practices for using Pipeline view <ul style="list-style-type: none"> <li>o Time Management</li> <li>o Management by Exception</li> </ul> </li> <li>▪ Attach conditions to tasks</li> <li>▪ Task triggered emails</li> </ul> </li> <li>▪ Communications Websites <ul style="list-style-type: none"> <li>▪ Issue Web accounts</li> <li>▪ Load pictures</li> </ul> </li> </ul>
<p>Processor Role</p>	<ul style="list-style-type: none"> <li>▪ All General User Training items</li> <li>▪ Rate Locks</li> </ul>
<p>Underwriter Role (if in-house underwriting)</p>	<ul style="list-style-type: none"> <li>▪ All General User Training items</li> </ul>
<p>Loan Officer Role</p>	<ul style="list-style-type: none"> <li>▪ All General User Training items</li> </ul>

Assistant Role	<ul style="list-style-type: none"><li>▪ All General User Training items</li></ul>
Manager	<ul style="list-style-type: none"><li>▪ All General User Training items</li><li>▪ Management Reports</li></ul>
Executive Training <ul style="list-style-type: none"><li>o CEO/Owner</li></ul>	<ul style="list-style-type: none"><li>▪ All General User Training Items</li><li>▪ Management Reports</li></ul>

## PushMX Sales: End User Training

End User Role	Examples of Topics Covered
Administrative Role – responsible for day-to-day maintenance of the System including workflows, user accounts, etc.	<ul style="list-style-type: none"> <li>▪ Add / modify / delete workflows</li> <li>▪ Add / delete users / groups / roles</li> <li>▪ Maintain company, branch, team information</li> <li>▪ Set up Point folders</li> <li>▪ Lead Import through Excel / Historical Loans / Purchased Lists</li> <li>▪ CRM / Lead               <ul style="list-style-type: none"> <li>○ Customer/contact record setup</li> <li>○ Activity Management</li> <li>○ Lead Management</li> </ul> </li> <li>▪ Advanced Workflow               <ul style="list-style-type: none"> <li>○ Rules: entry/exit criteria</li> <li>○ Dependencies</li> </ul> </li> <li>▪ Partners               <ul style="list-style-type: none"> <li>○ Import from Outlook</li> <li>○ Import from Cardex</li> </ul> </li> <li>▪ Advanced Lead Generation               <ul style="list-style-type: none"> <li>○ Assignment Queues</li> </ul> </li> </ul>
General User Training (all users)	<ul style="list-style-type: none"> <li>▪ PushMX Sales Overview</li> <li>▪ Basic Navigation</li> <li>▪ Pipeline, workflow, reminders, shortcuts, etc.</li> <li>▪ Searches: Contacts versus Leads / Prospects / Customers</li> <li>▪ Pipeline               <ul style="list-style-type: none"> <li>○ Notifications</li> <li>○ Workflow / Regeneration</li> <li>○ Prospect Info</li> <li>○ Export / Import Prospect</li> <li>○ Notes</li> <li>○ Send email</li> <li>○ Add / delete / reassign tasks</li> <li>○ Lead Details</li> <li>○ Disposition</li> <li>○ Pagination</li> <li>○ Reassign team members</li> <li>○ Best practices for using the pipeline view                   <ul style="list-style-type: none"> <li>▪ Time Management</li> <li>▪ Rescheduling workflows</li> <li>▪ Management by Exception</li> </ul> </li> </ul> </li> <li>▪ Preferences</li> </ul>
Loan Officer Role	<ul style="list-style-type: none"> <li>▪ All General User Training items</li> </ul>
Sales Manager Role	<ul style="list-style-type: none"> <li>▪ All General User Training Items</li> <li>▪ Reports</li> </ul>
Marketing Manager Role	<ul style="list-style-type: none"> <li>▪ Developing a Marketing Campaign</li> <li>▪ Managing Documentation and Communication</li> <li>▪ ROI Analysis</li> <li>▪ Keeping in touch with past borrowers</li> </ul>

Custom Roles	<ul style="list-style-type: none"> <li>▪ Custom role training</li> </ul>
Executive Training: <ul style="list-style-type: none"> <li>o CEO/Owner</li> </ul>	<ul style="list-style-type: none"> <li>▪ All General User Training items</li> <li>▪ Reports</li> </ul>

### 3. Project Schedule

Customer will be contacted within ten (10) business days after the Order Confirmation is sent from PushMX to schedule the start of this project. A project work plan will drive the schedule of the Customer implementation. It will highlight key milestones, assign resources to tasks and provide deadlines when work must be completed. The basic milestones are as follows.

#### 3.1. Planning Phase

##### Introductory Administrator / Sponsor Meeting

The planning phase begins with an introductory meeting between PushMX and Customer's Executive Champion and Project Lead / Administrator. PushMX will review the processes and people that will be involved in the implementation project, from both PushMX and Customer.

##### Implementation Kickoff

PushMX will conduct a kickoff session with Customer Team to set and prioritize the goals of the implementation project. PushMX will also review the project plan, which highlights the resources and task completion schedule required to complete the PushMX implementation.

##### Business Process Review

PushMX will supply default workflow templates for Customer to edit and create a series of customized workflow templates that match Customer's unique needs. Customer is responsible for bringing fully documented workflow templates to these sessions to ensure that common and unique business practices are fully identified.

Best Practice Note: Implementation delays are frequently caused by incomplete workflow templates.

#### 3.2 Installation Phase

PushMX will contact Customer's Project Lead / Administrator to set up an installation appointment. Installations are performed via remote Web-based sessions.

#### 3.3. Configuration Phase

PushMX will work with Customer's Project Lead / Administrator to configure and customize the application(s). Customer will take the primary role in configuring the application(s).

#### 3.4. Data Migration Phase

Customer will be responsible for the necessary data extraction, data consolidation and data cleansing work required for all data migration outlined above. PushMX will provide Customer with templates and/or examples for each data type to be migrated and will advise Customer on best practices for data consolidation and data planning.

Best Practice Note: A large number of delays in implementation are caused by delays in data migration. Please allocate adequate resources and time to this task.

### **3.5. Testing Phase**

Customer is responsible for all testing of configurations and customizations within the System.

### **3.6. Deployment Phase**

#### End User Training

A member of the PushMX Professional Services team will conduct role-based end user training to Customer's employees/users, as outlined in the Scope section of this SOW.

#### Transition to Technical Support

During this phase, PushMX Professional Services will assist Customer with the transition to PushMX's technical support organization for a period of up to two (2) weeks. PushMX Professional Services may be contacted subsequently for additional billable work as required by Customer.

### **3.7 Final Production Review and Audit**

Approximately four (4) weeks after the completion of your last implementation session, PushMX will schedule a follow-up call to review Customer satisfaction.

### **3.8. Completion of Professional Services**

Customer and PushMX are mutually responsible to complete all remote Web-based sessions and on-site sessions in a timely manner. Any unused Professional Services will expire 60 days after license activation unless a Change Order is issued via the Change Management Process in the Assumptions section of this document and signed by both PushMX and Customer.

Upon completion of all project phases and the Final Production Review and Audit, Customer will sign a Completion of Professional Services document indicating the scope of this SOW is complete (an email response to the affirmative will be considered as Customer's signature on this matter).

## **4. Project Team**

In our experience, projects are successful when PushMX and Customer share responsibility for implementation. More importantly, joint ownership greatly enhances Customer's ability to manage the System after the implementation project is completed. This SOW is created with the assumption of joint staffing and joint ownership of the implementation project. The pricing and schedule reflect this important assumption. In the event Customer is not able to fulfill staffing obligations to the project or make decisions in a timely manner, this will result in a Change Order to this SOW, as outlined in the Change Management Process in the Assumptions section.

#### 4.1. PushMX Resources

The **primary contact** from PushMX for the scheduled duration of this project will be an assigned member of the Professional Services department. The **secondary contact** for escalations of any project issues will be the PushMX Customer Care Manager.

#### 4.2. Customer Resources

Customer is responsible for providing and ensuring the committed participation of all Customer resources required during this effort, including, but not limited to, the following personnel. Any person identified by Customer to work with PushMX shall be considered to be a duly authorized representative of Customer fully capable of making decisions on business practices.

Below each list of responsibilities is the expected time each role will need to spend on the project. Please note that it is vital that each resource allocate adequate time to this project. A single individual may take responsibility for any number of roles.

Customer Role	Responsibilities	Estimated Time Commitment*
Implementation Project Lead / Administrator	<ul style="list-style-type: none"> <li>▪ Attend all meetings</li> <li>▪ Point of contact for project operations and project status</li> <li>▪ Coordinate Customer project team</li> <li>▪ Capture all project issues and communicate to PushMX</li> <li>▪ Manage Customer System requirements</li> <li>▪ Learn Customer specific configuration</li> <li>▪ Manage configuration decisions</li> <li>▪ Manage all configuration tasks when implementation is completed</li> <li>▪ Outline or diagram Hierarchy of company organization</li> <li>▪ Outline or diagram of dataflow from lead to loan</li> </ul>	3 days total per PushMX application
Training Coordinator	<ul style="list-style-type: none"> <li>▪ Learn application functions and features</li> <li>▪ Provide training on application(s)</li> <li>▪ Ensure utilization of application(s) by Customer team</li> </ul>	2 days total per PushMX application; near full-time at Go-Live
Technical Coordinator	<ul style="list-style-type: none"> <li>▪ Data migration import and export</li> <li>▪ All data handling including System backups</li> <li>▪ Data folder configuration on server</li> </ul>	1/2 day total per PushMX application
Loan Officer Manager (PushMX Production)	<ul style="list-style-type: none"> <li>▪ Decision making on workflow template configuration with regard to loan origination</li> <li>▪ Email template creation for internal and external communications</li> </ul>	2 days total
Processing Manager (PushMX Production)	<ul style="list-style-type: none"> <li>▪ Decision making on workflow template configuration with regard to processing tasks, data flow and team collaboration</li> <li>▪ Construction or management of conditions database</li> </ul>	2 days total
Underwriter (PushMX Production)	<ul style="list-style-type: none"> <li>▪ Decision making on workflow template configuration with regard to underwriting</li> <li>▪ (Bankers) Underwriters to construct or manage conditions database</li> </ul>	2 days total
Marketing Owner (PushMX Sales)	<ul style="list-style-type: none"> <li>▪ Decision making on marketing configuration and schedule</li> <li>▪ Marketing campaign design, format and implementation</li> <li>▪ Marketing channel and lead source definition</li> <li>▪ Email template creation</li> </ul>	2 days total

Sales Owner (PushMX Sales)	<ul style="list-style-type: none"> <li>▪ Decision making on sales configuration</li> <li>▪ Lead distribution/routing including the definition of sales territories</li> <li>▪ Sales reporting relationships</li> <li>▪ Quota management</li> <li>▪ Commissions management</li> <li>▪ Sales processes and approvals</li> <li>▪ Sales Reporting</li> </ul>	2 days total
Overall Customer Team (all users)	<ul style="list-style-type: none"> <li>▪ Approving, testing and using the PushMX functionality</li> <li>▪ Learn PushMX application(s) ahead of rollout</li> <li>▪ Test configuration for usability</li> <li>▪ Test processes against business processes and day-to-day management of organization</li> </ul>	1 day total
Executive Champion	<ul style="list-style-type: none"> <li>▪ Provide resources needed for successful implementation</li> <li>▪ Attend critical checkpoint meetings</li> <li>▪ Promote and communicate process changes</li> <li>▪ Serve as escalation point for project issues</li> <li>▪ Drive overall adoption of PushMX application(s) by all Customer staff</li> </ul>	1 day total training plus ½ day per week to monitor project status

\* Time Commitments listed are totals, however meetings may occur over several days or weeks.

## 5. Assumptions

### 5.1. Minimum System Requirements

Customer agrees that prior to installation its information technology infrastructure will meet the Minimum Software and Hardware System Requirements required as described at [www.pushmx.com](http://www.pushmx.com).

### 5.2. Document Sign-off

Customer is responsible for acknowledging and responding to documents relating to this implementation project. Some documents will require Customer's timely reply / e-signature before PushMX can continue with the implementation.

### 5.3. Right to Developed Materials

PushMX hereby grants Customer a perpetual, non-transferable, nonexclusive, royalty-free license to use any materials mutually agreed to be developed by PushMX and provided to Customer under this SOW. This license grant is for the same term and territory that PushMX provides the Service under its Software License And Services Agreement, including any extension, amendment or replacement thereof. All copyrights, patent rights, and any other intellectual property rights in such developed materials are retained by PushMX.

### 5.4. Change Management Process

In the event Customer or PushMX requests a Change in any of the specifications, requirements, or scope, the party seeking the change shall, by written notice (email or otherwise), propose the applicable changes. Within forty-eight (48) hours of receipt of the written notice, the parties shall meet, either in person or via telephone conference, to discuss the proposed changes ("Change Meeting"). The parties must mutually agree on any such changes and the changes shall be documented, in writing, and signed by both parties (email authorization in counterparts will be sufficient for this purpose). In some cases a Change Order for additional funding may be required.

### 5.5 Cancellation/Change Policy

Any remote Web-based session for which Customer fails to provide cancellation or reschedule notice at least 24 hours in advance will be counted as having been used in full.

On-site Professional Services at Customer's site are scheduled and must be used in one day (8-hour) increments. Any on-site session at Customer's site for which Customer fails to provide cancellation or reschedule notice at least 14 days in advance will be invoiced an \$800 rescheduling fee.

## **5.6 Thirty-Day Notice**

Customer acknowledges and agrees to provide PushMX with prompt and adequate responses to PushMX's requests for information and other requests related to the services to be performed under this SOW. In the event that PushMX has made a request and Customer has not responded promptly with the requested information, PushMX may issue a "Final 30-Day Project Notice" ("Final Notice") to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that PushMX shall be relieved of any further obligations which have not been completed under the SOW. In addition, all professional services fees associated with the SOW shall be considered earned in full as of the expiration of the thirty (30) day period. Any and all services requested by Customer following the expiration of the aforementioned thirty (30) day period will require Customer and PushMX to execute a new SOW and Customer shall be responsible for any additional professional services fees contemplated thereunder, even if listed in the original SOW.

## **5.7. Third Parties**

PushMX reserves the right to use third-parties (who are under a strict covenant of confidentiality with PushMX), including, but not limited to, offshore sub-contractors to assist with the data migration, configuration, implementation and custom code development processes.

## **6. Fees**

The professional services described in this SOW are bid on a Fixed Price Implementation Basis. In the event there is a change in scope that impacts the fees specified in the Order Confirmation, the Change Management Process as outlined in the Assumptions section of this document will be enacted.

### **6.1. Additional Work via Remote Web-based Sessions**

Customer reserves the right to request additional work outside the scope of this SOW. Such work is subject to a Change Order or separate billing. PushMX's remote Web-based Professional Services is billed at \$150 per hour in minimum one-hour increments.

### **6.2. Additional Work via On-Site Professional Services**

Customer reserves the right to request on-site presence of PushMX Professional Services personnel at Customer's site during the implementation. Such work is subject to a Change Order or separate billing. PushMX's on-site Professional Services at Customer's site will be billed at \$2,000 per day (in minimum 8-hour single day increments) plus travel expenses. Any such on-site billing is above and beyond the fees quoted in the Order Confirmation.

## **7. Warranties, Disclaimers, Limitation of Liability**

### **7.1. Warranties**

PushMX 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, rights and resources to provide and perform the services in accordance with this 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,

laws and governmental regulations applicable to the performance of such services. If the Professional Services do not conform to the forgoing warranty, Customer's sole and exclusive remedy is to have PushMX re-perform the nonconforming portions of the Professional Services by notifying PushMX within sixty (60) days of the completion of the Professional Services. PushMX will work diligently to correct any deficiencies and non-conformities until such deficiencies and non-conformities are corrected.

## **7.2. Disclaimers**

THE WARRANTIES STATED IN SECTION 7.1 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY PUSHMX IN REGARD TO PROFESSIONAL SERVICES. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROFESSIONAL SERVICES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **7.3. Limitations of Liability**

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH PUSHMX IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY PUSHMX OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. The maximum liability of PushMX to any person, firm or corporation whatsoever arising out of or in the connection with any Professional Services shall be governed by the Software License And Services Agreement. The essential purpose of this provision is to limit the potential liability of the parties arising from this SOW. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the Professional Services and that, were PushMX to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

## **7.4 Reasonable Effort**

If PushMX has made a reasonable effort to contact CUSTOMER for professional services, and said professional services are not scheduled prior to the expiration of this Statement of Work, customer agrees that PushMX shall be relieved of any further obligations that have not been completed under the SOW. In addition, all professional services fees associated with this SOW shall be considered earned in full. Any and all services requested by customer following expiration will require customer and PushMX to execute a new SOW and customer shall be responsible for any additional professional services fees contemplated thereunder, even if listed in the original SOW.

## 8. Signatures

This SOW (including the Software License And Services Agreement and any Exhibits hereto) shall constitute the entire understanding between Customer and PushMX as related to the Professional Services to be provided by PushMX, and expressly revokes and supersedes all prior agreements, understandings, verbal and/or written communications related to the Professional Services to be provided by PushMX, and is intended as the final expression of the Parties agreement regarding the Professional Services to be provided by PushMX. Any amendment or modification to this SOW shall not be valid, enforceable, or binding on the Parties unless such amendment or modification (i) is a written instrument duly executed by the authorized representatives of both parties and (ii) references this SOW and identifies the specific Sections contained herein which are to be amended or modified.

IN WITNESS WHEREOF, the Parties have executed this SOW by their duly authorized representatives upon Customer's clicking "I accept" or equivalent designation while finalizing the purchase order at the PushMX website [www.pushmx.com](http://www.pushmx.com) or successor site, and it shall be effective as of the date of the Order Confirmation as produced by PushMX.