

Crossbeam Consulting Services Policies

March 2, 2010

The policies set forth in this document apply with regard to all professional consulting services offered by Crossbeam Systems, Inc. By issuing a purchase order for such services or approving engagement of a Crossbeam consultant, each participant accepts and agrees to these policies.

SCHEDULING AND RESOURCE ALLOCATION

Scheduling onsite or remote consulting services and allocation of resources will be completed on a first-come first-served basis. Crossbeam Professional Services requires a minimum of 30 days advanced lead time before start of consulting services. Scheduling and resource allocation will not be confirmed without receipt of 1) purchase order, change order, or payment, 2) written end user confirmation to begin services and 3) signed acceptance of Crossbeam Statement of Work including Master Professional Services Terms & Conditions.

PERSONNEL WORK HOURS & RATES

Crossbeam defines three (3) categories of work hours:

1. "Regular Business Hours"; 8AM to 8PM; Monday through Friday, non-holiday.
2. "Second Shift Hours"; 8PM to 8AM; Monday through Friday, non-holiday.
3. "Weekend & Holiday Hours"; anytime during a weekend (8PM Friday through 8AM Monday) or local holiday.

Crossbeam defines two (2) billing rates for a single person consulting day:

1. Standard Work Day; eight (8) "Regular Business Hours" or five (5) "Second Shift Hours".
2. Holiday or Weekend Day; eight (8) hours anytime during weekend or holiday

Where consultants work in excess of these definitions, Crossbeam will bill the excess hours at the applicable standard list price billing rate.

A Crossbeam Consultant will not be expected to work more than twelve (12) consecutive hours without a minimum of ten (10) hours rest between engagements.

BILLING

Once a Crossbeam consultant is on-site for a consulting or training engagement, the customer is not eligible for a refund of previously scheduled, unused, time. This includes incremental, previously scheduled, after hours support.

Once a Crossbeam consultant has been scheduled for remote consulting or training support, the customer is not eligible for a refund of unused time if the request is received within a 30 day period of the scheduled start of the engagement. At the discretion of Crossbeam, any unused time may be rescheduled, subject to the rescheduling policy outlined below, to another date within the same quarter.

A customer will not be charged for unused support if the support is remote and the resource has not been scheduled.

Any portion of a four hour support block is considered to be a full four hours of support. This will account for preparation (research) and follow-up (action item completion).

The Crossbeam consultant will not be expected to work more than eight (8) consecutive hours. A single person standard billable consulting day is considered eight (8) hours executed during a regular week day between the hours of 8AM and 8PM; Monday through Friday. Where consultants do work in excess of eight (8) hours in a single day, Crossbeam will bill the excess hours at a rate of one eighth (1/8) of the agreed standard daily rate

Work executed after-hours between the hours of 8PM and 8AM during regular weekdays (Monday through Friday) or anytime during a weekend day (8PM Friday through 8AM Monday) will be calculated at time and a half; therefore one after-hours consulting day is based upon 5 and one third (1/3) hours of work. Where consultants do work in excess of

five and one third hours (5 1/3) in a single after-hours day, Crossbeam will bill the excess hours at a rate of one fifth (1/5) of the agreed after-hours daily rate

Crossbeam consultant will request written service acceptance from the end-user upon completion. The acceptance form will provide a brief description of the tasks completed and deliverables provided by the Crossbeam Consultant. The end user comments section shall provide venue for the end user to provide comments or any exceptions. If acceptance form is not returned to the Crossbeam within 15 business days of service delivery, the services will be considered completed to the end user's full satisfaction. Crossbeam will issue an invoice to the purchasing party immediately upon completion of delivery, with payment due in accordance with agreed terms between Crossbeam and the purchasing party.

ONSITE TRAVEL EXPENSES

Consulting fees quoted for onsite or lab-based services do not include travel and expenses incurred for delivery, unless otherwise noted. Crossbeam will provide estimated travel and expenses for inclusion with the end user's purchase order. Orders received without proper estimated travel and expenses listed will be rejected. Crossbeam will invoice actual expenses as-incurred for delivery of services. Expenses will include airfare, taxi, tolls, parking, meals, lodging, rental car and gasoline, telephone, shipping fees and similar incidentals. Full itemization of expenses will be provided with invoice.

EXPIRATION OF PURCHASE ORDERS

Consulting orders must be used within six (6) months of the date of issuance. Crossbeam will automatically cancel these orders and notify the ordering party of such cancellation. Orders for services required beyond the 6 month expiration will require a new order to be issued.

END USER CANCELLATION AND RESCHEDULING

In the event a cancellation or reschedule is required by the end user, beyond the control of Crossbeam, with less than 10 business days of notification from scheduled or agreed upon execution dates, the end user will incur additional fees equal to 20% of the scheduled effort value and the costs of any non-refundable travel expenses. Cancellation or rescheduling may drive mutual acceptance of scope, effort or cost change orders before committing to rescheduled dates.

COMPLAINTS

All complaints will be carefully reviewed by the appropriate product and/or service managers for resolution. The appropriate manager and assigned consultant will review the complaint and set an action plan to address to the end user and Crossbeam's mutual agreement.

Questions regarding these policies can be directed to proservice@crossbeam.com