



Master Consulting Agreement General Terms and Conditions

This Agreement is made this July 30, 2015 of (the Effective Date) between Consultant and Customer.

WHEREAS, Consultant is in the business of providing certain business consulting services;

WHEREAS, Customer desires to engage Consultant, and Consultant desires to be engaged by Customer, to render such services upon the terms and subject to the conditions set forth

in this Agreement;

NOW, THEREFORE, in consideration of the premises set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the

parties hereby agree as follows:

1. Services

1.1 Description of Services. Consultant will perform the business consulting services specified in Statements of Work to this Agreement (the "Services"). Each Statement of Work is hereby incorporated into this Agreement by this reference. The Statement of Work will be executed by the parties concurrently with the execution of this Agreement and is attached hereto as Statement of Work No. 1. Any additional Statements of Work shall be initially generated by Consultant and shall become effective when signed by both parties.

1.2 Statements of Work. Each Statement of Work should include the following:

- (a) the services, functions, equipment, software, facilities, personnel and other materials, documentation and resources to be provided by each party;
- (b) the requirements and specifications for any work product to be developed by Consultant and delivered to Customer (the "Deliverables");
- (c) estimated delivery dates for the Deliverables; and
- (d) fees payable to Consultant for the Services and Deliverables along with a fee payment schedule.

1.3 Change Procedure. Unless otherwise stated in an applicable Statement of Work, changes to the parties' respective obligations under a Statement of Work shall be made as set forth in this Section 1.3. Customer may request changes to a Statement of Work by providing Consultant with a written request for changes (a "Change Request") that specifies the desired change with at least the same degree of specificity as that contained in the original Statement of Work. Following Consultant's receipt of a Change Request, Consultant shall submit to

Customer a written response which should outline the tasks to be performed by each party, schedule and cost changes, and any other items applicable to the Change Request (a "Change Response"). Consultant will charge Customer on a time and, if applicable, material basis, at Consultant's then-current time and, if applicable, material rates, for the time spent by Consultant in analyzing Customer's Change Request and preparing a Change Response. If, within five (5) days after Consultant's delivery of such Change Response to Customer, Customer provides Consultant with written notice of acceptance of the Change Response, the Change Response will amend and become a part of, the applicable Statement of Work. In the event of a conflict among the terms and conditions of the Change Response and the applicable Statement of Work, the terms and conditions of the Change Response shall govern and control. If Customer fails to provide Consultant with written notice of acceptance of the Change Response within said five (5) day period, the Change Response will be deemed rejected by Customer and the original Statement of Work shall remain in full force and effect.

1.4 Cooperation. Customer acknowledges that the successful and timely rendering of the Services will require the good faith cooperation of Customer. Customer shall fully cooperate with Consultant, including without limitation, by: (a) providing Consultant with all information as may be reasonably required by Consultant; and (b) making available to Consultant at least one employee, consultant or director of Customer, reasonably acceptable to Consultant, who shall have substantial relevant knowledge and experience to act as a Project Manager in connection with the rendering of the Services. The name of Customer's Project Manager should be set forth in the applicable Statement of Work. All estimated dates specified in a Statement of Work shall be extended by delays caused by Customer, including without limitation, Customer's submission of Change Requests which impact Consultant's normal schedule.

1.5 Consultant Personnel. Customer acknowledges and agrees that Consultant shall have the right, in its sole discretion, to remove or reassign Consultant's employees, agents, consultants or subcontractors who are assigned to provide the Services hereunder. Consultant agrees to notify Customer before such removal or reassignment if such notice is possible. In the event Customer believes that any of Consultant's employees, agents, consultants or subcontractors are failing to perform the Services in a satisfactory manner, Customer shall notify Consultant as to the

reasons for such failure. Upon receipt of such notice or as soon as reasonably practical thereafter, Consultant and Customer shall mutually determine the best course of action to take to resolve such failure, which action may include replacing such personnel.

2. Payment

2.1 Compensation. In consideration for the Services, Customer shall pay to Consultant fees based on the rates described in the applicable Statement(s) of Work, along with any material expenses incurred. Consultant shall invoice Customer [WEEKLY] for Services. All such invoiced amounts become due and payable to Consultant upon Client's receipt of such invoice. Amounts that are not paid within thirty (30) days following Customer's receipt of such invoice will incur a late fee of one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less. Customer shall pay any amounts incurred by Consultant in the collection of past-due amounts owed, including, but not limited to, reasonable attorneys' fees and costs.

2.2 Expenses. Customer shall pay Consultant's expenses, as determined by Consultant in its reasonable business judgment, for performing the Services under this Agreement, including but not limited to travel and lodging expenses, long distance calls, and costs of materials and supplies. Consultant shall invoice Customer [weekly/monthly] for Services. All such invoiced amounts become due and payable to Consultant upon Client's receipt of such invoice.

Amounts that are not paid within fifteen (15) days following Customer's receipt of such invoice will incur a late fee of one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less. Customer shall pay any amounts incurred by Consultant in the collection of past-due amounts owed, including, but not limited to, reasonable attorneys' fees and costs.

2.3 Retainer. Customer will pay an advance payment upon execution of this agreement, the amount of which is listed in the applicable Statement(s) of Work. This retainer will be applied against Consultant fees, expenses, and any other charges. The retainer is received with the understanding that Consultant is expressly authorized to withdraw sums necessary to pay for Services and expenses as they are performed or incurred. Customer will be notified in writing of the amounts applied. If the charges for Services and expenses exceed the balance on deposit, the statement will show the excess due and payable. Consultant may require additional retainers to cover additional Services and expenses. When the Services are completed or the Agreement terminated, Customer will receive a final invoice. Any remaining balance after payment to Consultant's final invoice will be returned to client. No interest will accrue or be owed on a Retainer on deposit.

3. Ownership; Grant of Licenses

3.1 Except as otherwise provided herein or in any applicable Statement of Work, the parties agree that all documents, designs, inventions, products, pricing, costs, future plans, business information, process information, technical information, customer lists, computer programs, computer systems, data, computer documentation, ideas, processes, techniques, know-how, knowledge and other proprietary and/or tangible materials authored or prepared by Consultant (and its employees, agents, consultants or subcontractors) for Customer as the Deliverables are the sole and exclusive property of Consultant or its third party licensees.

3.2 Customer acknowledges that Consultant provides business consulting services to other clients, and agrees, subject to Consultant's confidentiality obligations hereunder, that nothing in this Agreement shall be deemed or construed to prevent Consultant from carrying on such business during the Term of this Agreement. In particular, Customer agrees that as part of Consultant's provision of the Services hereunder, Consultant may utilize proprietary works of authorship that have not been created specifically for Customer, including without limitation, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by Consultant or by third parties under contract to Consultant (all of the foregoing, collectively, "Consultant's Information"), and Consultant's Information and Consultant's administrative communications, records, files and working papers relating to the Services are and shall remain the sole and exclusive property of Consultant.

3.3 Except as otherwise provided herein or in any applicable Statement of Work, upon payment in full of all fees and other amounts due under this Agreement and provided that Customer is not in material breach of this Agreement, Consultant grants to Customer a perpetual, worldwide, non-exclusive, non-transferable license to use Deliverables solely for the purpose expressly set forth in any applicable Statement of Work, and Consultant's Information incorporated into the Deliverables solely in connection with Customer's use of the Deliverables. Except as otherwise provided herein or in any applicable Statement of Work, Customer shall not have the right to license, sublicense or otherwise transfer to others the right to use the Deliverables or Consultant's Information without Consultant's prior written consent.

3.4 Any and all data, information, reports, analysis, artwork, logos, graphics, video, text, and other materials, including without limitation, financial data supplied by Customer to Consultant in connection with this Agreement, if any, shall remain the sole and exclusive property of Customer (the "Customer Content").

3.5 Consultant shall have the right to use Customer's name and trademark in its advertising, customer lists and marketing materials, subject to Customer's approval.

4. Confidentiality

4.1 A party disclosing Confidential Information shall herein be referred to as the "Disclosing Party," and a party receiving Confidential Information hereunder shall herein be referred to as the "Receiving Party."

4.2 "Confidential Information" shall mean, without limitation, (i) any idea, proposal, plan, information, procedure, technique, formula, technology or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by a Disclosing Party or relating to a Disclosing Party's or any of its principals' or affiliates' business, projects, operations, finances, activities or affairs, whether of a technical nature or not (including trade secrets, know-how, processes, and other technical or business information), and any proposed change thereto; (ii) any other information disclosed by a Disclosing Party and designated by a Disclosing Party as confidential; and (iii) the Deliverables (until paid for by Customer as provided hereunder), Consultant's Information and Customer Content. By way of illustration, but not limitation, Confidential Information includes, without limitation, information regarding (i) all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Disclosing Party or any affiliate thereof, software programs and documentation licensed by third parties to a Disclosing Party, and any other similar information or material; (ii) customer lists, telemarketing lists, vendor lists, employee personnel information and policies and procedures; (iii) a Disclosing Party's products and services; (iv) business or financial information directly or indirectly related to a Disclosing Party's companies and investments; and (v) other processes and procedures employed by a Disclosing Party.

4.3 Notwithstanding Section 4.2, Confidential Information shall not include information: (i) in the public domain (other than as a result of a breach of this Agreement); (ii) in a Disclosing Party's possession prior to its receipt from Receiving Party pursuant to this Agreement; (iii) independently developed by a Receiving Party or known through a party other than Disclosing Party, which party has no duty of confidentiality to Disclosing Party, as demonstrated by written record; or (iv) disclosed pursuant to applicable law or regulation or by operation of law, provided that the Receiving Party may disclose only such information as is legally required, and provided further that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement and a reasonable opportunity to object to such disclosure.

4.4 Obligations. Receiving Party agrees to hold all Confidential Information in strict confidence and shall not, without the express prior written permission of Disclosing Party: (i) disclose any Confidential Information to third parties or (ii) use the Confidential Information for any purpose other than to perform its obligations under this Agreement or for the purpose expressly set forth in the applicable Statement of Work. Without limiting the generality of the foregoing, Receiving Party shall be permitted to disclose Confidential Information only to its officers, employees and consultants who have an absolute need to know such Confidential Information and who are informed of and agree to be bound by the confidentiality obligations set forth herein; provided that Receiving Party will be liable for breach by any such person or entity. Receiving Party shall not make any copies of the Confidential Information except as necessary for the performance of its obligations under this Agreement and for its officers, employees, consultants, attorneys and accountants with a need to know. Any copies which are made shall be identified as belonging to Disclosing Party and marked "confidential," "proprietary" or with a similar legend. Receiving Party shall use commercially reasonable efforts to assist Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, Receiving Party shall promptly advise Disclosing Party in the event that it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this

Section 4, and shall cooperate in seeking injunctive relief against any such person.

4.5 Title. Except as otherwise provided herein, title or the right to possess Confidential Information as between the parties shall remain in Disclosing Party. Receiving Party shall not gain any interest or rights in or to the Confidential Information by virtue of its being disclosed to Receiving Party.

4.6 Return of Confidential Information. Unless the Receiving Party has a license to use the Confidential Information pursuant to Section 3, upon any termination of this Agreement, or at any time upon Disclosing Party's request, Receiving Party shall promptly, at Disclosing Party's option, either return or destroy all (or, if Disclosing Party so requests, any part) of the Confidential Information previously disclosed, and all copies thereof, and Receiving Party shall certify in writing as to its compliance with the foregoing.

4.7 Confidentiality of Agreement. Customer and Consultant will not disclose the terms and conditions of this Agreement to anyone other than their respective attorneys, accountants and other professional advisors, except as required by applicable law or regulation or by operation of law, provided that each party may disclose only such information as is legally required, and provided further that each party shall provide the other with reasonable notice of such requirement and a reasonable opportunity to object to such disclosure.

4.8 Injunctive Relief. The parties agree that, in the event of any breach of any provision hereof, the non-breaching party will not have an adequate remedy in money or damages. The parties therefore agree that, in such event, the non-breaching party shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will, in no way, limit the non-breaching party's right to obtain other remedies available under applicable law.

5. Warranties

5.1 Warranties of Consultant. Consultant represents and warrants that: (a) the Services will be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry; (b) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; and (c) neither this Agreement nor Consultant's performance of its obligations hereunder will place Consultant in breach of any other contract or obligation and will not violate the rights of any third party.

5.2 Warranties of Customer. Customer represents and warrants that (a) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) neither this Agreement nor Customer's performance of its obligations hereunder will place Customer in breach of any other contract or obligation and will not violate the rights of any third party; (c) the Customer Content is, to Customer's knowledge, accurate, valid and true in all material respects as of the date it is provided to Consultant; and (d)

Customer will not use the Deliverables in any manner which is in violation of any law or regulation.

5.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, CONSULTANT EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS." CONSULTANT IS PROVIDING SERVICES TO ASSIST

CUSTOMER. CUSTOMER IS RESPONSIBLE FOR REVIEWING THE DELIVERABLES TO ENSURE THEIR ACCURACY AND COMPLETENESS AND FOR THE RESULTS OBTAINED FROM ITS USE OF THE DELIVERABLES. WITH THE EXCEPTION OF CONSULTANT'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS AS SET FORTH IN SECTION 6, CONSULTANT'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY IS CONSULTANT'S REPERFORMANCE OF THE SERVICES.

6. Indemnification

6.1 Customer and Consultant hereby agree to indemnify, defend and hold harmless each other from and against any and all actual or threatened claims, actions, damages, liabilities, costs and expenses, including without limitation reasonable attorney's fees and expenses, arising out of or in connection with: (a) the accuracy, validity or truthfulness of the Customer Content, in the case of the Customer, or Deliverables, in the case of the Consultant, and any representations made by the other party in any documents (including without limitation, any prospectus or business plan); (b) the other party's failure to comply with any applicable law or regulation; (c) third party claims of infringement of any patents, trade secrets, copyrights, trademarks, service marks, trade names or similar proprietary rights alleged to have occurred with respect to Customer Content, in the case of the Customer, or Deliverables, in the case of the Consultant; (d) the death or bodily injury of any person, to the extent that such death or bodily injury was caused by the other party's gross negligence or willful misconduct; (e) the damage, loss or destruction of real or tangible personal property, to the extent that such damage, loss or destruction was caused by the other party's gross negligence or willful misconduct; and (f) any damages incurred directly or by virtue of a claim made by a third party, in either case, arising out of a breach of a party's representations, warranties, covenants or duties arising out of, or in connection with, this Agreement.

6.2 For purposes of this Section 6, each of Consultant and Customer shall be responsible for the actions of their respective directors, employees, agents, consultants, subcontractors and clients whose actions or activities are, either directly or indirectly, under or subject to the reasonable control of Consultant or Customer, as the case may be. For the avoidance of doubt, if Consultant is required to indemnify Customer, then the term consultant as used in this Section 6.2 shall not include Consultant, nor will any of Consultant's actions, or the actions of the employees or agents thereof, be deemed to be the actions of Customer.

7. Limitation of Liability

7.1 REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT, TORT, STRICT LIABILITY OR CAUSE OF ACTIONS OF ANY NATURE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR RELIANCE, LOSS, DAMAGE OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE OR

REVENUES, WHETHER OR NOT EITHER PARTY WAS ADVISED, SHOULD HAVE KNOWN OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION OF SUCH PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SERVICES DELIVERABLES AND PRODUCTS, OR ANY PART THEREOF, IN THE CASE OF CONSULTANT, OR THE CUSTOMER CONTENT, CUSTOMER'S PRODUCTS AND SERVICES, OR ANY PART THEREOF, IN THE CASE OF CUSTOMER.

7.2 CONSULTANT'S TOTAL LIABILITY FOR ALL CLAIMS MADE UNDER THIS AGREEMENT SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE SUM TOTAL OF THE FEES PAID BY CUSTOMER TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES. THE OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT RUN ONLY TO EACH OTHER AND NOT TO ANY OTHER PERSONS OR ENTITIES. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY. THE LIMITATIONS IN THIS SECTION 7.2 DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS OF CONSULTANT OR CUSTOMER FOR THIRD PARTY CLAIMS AS SET FORTH IN SECTION 6.

7.3 No action arising out of breach of this Agreement or transactions related to this Agreement may be brought by either party more than one (1) year after the cause of action accrued, regardless of the form of the action.

7.4 Both parties understand and agree that the limitations and exclusions set forth herein represent the parties' agreement as to the allocation of risk between the parties in connection with Consultant's obligations under this Agreement. The fees payable to Consultant hereunder reflect, and are set in reliance upon, the allocation of risk and the exclusions and limitations of liability set forth in this Agreement.

8. Term and Termination

8.1 Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and shall continue in full effect until terminated by the parties. This Agreement shall be terminable at will by either party upon one hundred twenty (120) days notice to the other, provided however, that the terms and conditions of this Agreement will continue to govern any outstanding Statements of Work despite such termination. The specific term and termination rights for Statements of Work shall be set forth in each Statement of Work.

The Agreement, and any or all outstanding Statements of Work may be terminated immediately by Consultant for "cause" upon an event of default. "Cause" is defined as "Cause" is defined as (i) the failure of Customer to pay any amounts when due for Services that are undisputed (provided any disputes are reasonable and in good faith) or the failure to pay any amounts when due that Customer owes to SevaCloud under any other agreements, contracts, or other arrangements or otherwise, (ii) Any material failure by a party to comply with or to perform any material nonpayment provision or condition of a this Agreement and the continuance of such failure for a period of thirty (30) days after notice thereof to such party or the failure by Customer to comply with or to perform any material nonpayment provision under any other agreement or understanding between Customer and SevaCloud; or (iii) A party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

8.2 Rights Upon Termination. In the event that this Agreement or any Statement(s) of Work are terminated by either party pursuant to this Section 8, Customer shall have no right to use or exploit in any manner, the Deliverables or the Consultant's Information related to such Statement(s) of Work unless Customer has paid the full fees related thereto. In the event of any termination of this Agreement, Consultant and Customer shall promptly comply with Section 4.6 regarding return or destruction of Confidential Information.

9. Non-Solicitation of Employees

The parties shall not, during the Term and for a period of eighteen (18) months thereafter, directly or indirectly solicit, employ, offer to employ, or engage as a consultant, any employee, agent, consultant or subcontractor of the other party. The parties agree that, in the event of any breach of this Section 9, the non-breaching party will not have an adequate remedy in money or damages. The parties therefore agree that, in such event, the non-breaching party shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will in no way limit the non-breaching party's right to obtain other remedies and damages available under applicable law.

10. Non-Competition

10.1 During the Term and for a period of eighteen (18) months thereafter, Customer will not directly or indirectly, either individually, in partnership, jointly, or in conjunction with or through the activities of any third person, firm, partnership, corporation or organization of any kind, offer to any person or entity of any kind, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, principal, agent, employee or independent contractor, manage, control, own, operate, be employed by or otherwise render

business consulting services similar to or competitive with the services offered by Consultant within any territory in which Consultant offers its services. Customer acknowledges that Consultant offers its services throughout the United States, Canada and the world.

10.2 The parties agree that the restrictions contained in this Agreement are reasonable and necessary because the parties have expended substantial time, money and effort in their business and their Confidential Information, the parties will, during the Term, be entrusted with and exposed to each other's business and Confidential Information and both could, after having been exposed to each other's business and having accessed each other's Confidential Information, become a competitor and either party will suffer great loss and irreparable harm if the other were to directly or indirectly enter into competition with it.

10.3 The parties agree that, in the event of any breach of this Section 10, the non-breaching party will not have an adequate remedy in money or damages. The parties therefore agree that, in such event, the non-breaching party shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will in no way limit the non-breaching party's right to obtain other remedies available under applicable law.

10.4 The parties agree that the duration, geographical scope, activity and subject matter of the non-solicitation and non-competition terms and conditions set forth in this Agreement are fair, reasonable and not excessively broad and are necessary to protect each party's goodwill and Confidential Information and that each party would not have entered into this Agreement but for the other party's agreement to comply with such terms and conditions.

10.5 For purposes of this Section 10, the terms Consultant and Customer shall include its officers, directors, employees, agents, consultants, subcontractors and clients whose actions and activities are controlled by Consultant or Customer, as the case may be, either directly or indirectly. For the avoidance of doubt, the term consultant as used in this Section 10.5 shall not include Consultant, nor will any of Consultant's actions, or the actions of the employees or agents thereof, be deemed to be the actions of Customer.

11. Independent Contractor

Consultant (including any and all Consultant employees, agents, consultants or subcontractors), in performance of this Agreement, is acting as an independent contractor and not as an employee or agent of Customer. Consultant shall have exclusive control of the manner and means of performing its obligations under this Agreement. Each party shall be solely responsible for the supervision, daily direction and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability, health insurance and other benefits. Nothing in this Agreement shall be construed as making either party the agent of the other party, as granting to the other party the right to enter into any contract on behalf of the other party, or as establishing a partnership, franchise or joint venture between the parties. Under no circumstances shall the employees of one party be deemed to be employees of the other party for any purpose.

12. Security Rules

Each party agrees to comply with the other party's reasonable security rules and measures when on the other party's premises and to instruct all of its personnel who enter upon the other party's premises to comply with such security rules and measures. Each party agrees, at its own cost and expense, to provide the other party with sufficient work space and supplies solely for the purpose of each party's performance of its obligations under this Agreement.

13. Force Majeure

Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement or any Statement of Work (other than payment obligations) by reason of any Act of God, fire, natural disaster, accident, riot, act of government, strike or labor dispute, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause beyond the reasonable control of such party. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

14. Arbitration

Except for attempts by Consultant to collect amounts owed under this Agreement or a Statement of Work, which may be pursued, among other ways, through the federal and state judicial systems, any dispute between the parties arising out of or relating to this Agreement or a Statement of Work, or the breach thereof, shall be referred to arbitration by either party hereto and finally settled by arbitration in accordance with the rules of the American Arbitration Association as the exclusive method of dispute resolution. The arbitration panel shall consist of three (3) arbitrators, to be appointed by each party and the third to be appointed by the first two arbitrators so selected. The arbitration shall take place in Phoenix, Arizona. The arbitration award shall be final, binding upon the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto. Judgment upon the award rendered may be entered by any court having

jurisdiction, or application may be made to such court for judicial recognition of the award or an order of enforcement thereof, as the case may be.

15. Governing Law; Entire Agreement

This Agreement and each Statement of Work shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for all legal actions arising out of or related to this Agreement shall be in courts of competent subject matter jurisdiction located in the Maricopa County, Arizona, and the parties hereby consent to the jurisdiction of such courts. This Agreement, together with any Statements of Work executed pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, proposals, understandings and representations, written or oral, with respect to the subject matter hereof. Neither this Agreement nor any Statement of Work may be modified or amended except in a writing signed by duly authorized representatives of each party. To the extent there is such a conflict between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, the terms and conditions of the Statement of Work shall govern and control unless otherwise specified in the Statement of Work. CUSTOMER AND CONSULTANT EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

16. Notices

All notices, consents and approvals, including notices of address changes, required or permitted to be given by either party under this Agreement shall be in writing and shall be deemed given when delivered in person or sent by registered or certified mail or by reputable overnight commercial delivery to the address set forth on page 1; provided, however, that notices to Consultant shall be sent to the attention of its General Counsel.

17. Severability

It is the desire and intent of Consultant and Customer that the terms and conditions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be overly broad, invalid or unenforceable as written, it is the desire and intent of Consultant and Customer that the court will revise such provision as it deems necessary to make it consistent with the law and public policy of the jurisdiction and governing law and enforce the provision as so revised. In particular, if any one or more provisions contained in this Agreement shall for any reason be adjudicated to be excessively broad as to duration, geographical scope, activity or subject matter, it is the desire and intent of Consultant and Customer that the court shall modify such provisions to reduce their breadth to whatever extent and in whatever manner it deems necessary to render them reasonable and enforceable to the maximum extent compatible with applicable law. In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected.

18. Survival

In the event of any termination of this Agreement, the parties agree that Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 16, 20, 21 and 22 shall survive such termination. In addition, certain terms in the Statement of Work shall also survive the termination of the Agreement if so specified therein. In addition, the parties agree that certain other terms and conditions may, by their nature, survive any termination of this Agreement.

19. Waiver

No waiver or forbearance by either party hereto of any rights hereunder in any particular instance shall act to preclude such party from exercising those rights in any other instance.

20. Assignment

The parties shall not assign their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

21. Conflict

The terms and conditions of this Agreement, including all Statements of Work executed pursuant hereto, shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form for purchase or payment submitted by Customer to Consultant, all of which are hereby rejected.

22. Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

23. Counterparts

This Agreement may be executed on separate counterparts, any one of which need not contain signatures of more than one party, but all of which when taken together shall constitute one and same agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed by their respective duly authorized representatives as of the Effective Date.