

CLEARPATH OPERATIONS, LLC MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made by and between Clearpath Operations, LLC, a Virginia limited liability Company with its principal place of business located at 12100 Sunset Hills Road #610, Reston VA 20190 ("Clearpath") and all customers who have executed Service Orders with Clearpath Operations, LLC with the absence of an alternate Master Services Agreement ("Customer"). In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. Definitions

(a) "Acceptable Use Policy" means Clearpath's acceptable use policy that is applicable to all Clearpath customers and available at www.Clearpathhosting.com, as updated by Clearpath from time to time in accordance with Section 9 below.

(b) "Affiliates" means, in relation to either party, any entity that controls, is controlled by, or is under common control with, such party. For purposes of the previous sentence "control" (and its derivatives) means: (i) having ownership of 50% or more (directly or indirectly) of a party; or (ii) otherwise having exercise of management control.

(c) "Commencement Date", for a given Order, means the date upon which Clearpath makes the applicable Service(s) available for use by Customer in a production environment. With respect to the Services under the Initial Order, Clearpath will prepare Customer's environment (and make such environment available to Customer) sufficiently in advance of such Commencement Date so that Customer may make the necessary preparations and perform the activities required for it to use the Services in production as of the Commencement Date.

(d) "Contract Year" means, for any given Order, each consecutive twelve (12) month period during the Term of such Order, beginning on the Commencement Date.

(e) "Fees" means the amounts due by Customer to Clearpath for each Service, as specified in the Order.

(f) "Initial Order" means, collectively, the initial Order and its corresponding Statement of Work, which are attached to the Agreement at Exhibit A and B, respectively.

(g) "Order" means the order form specifying one or more Service(s), the Fees for such Service(s), and the Term for such Service(s). Such Order may have a corresponding Statement of Work describing the Services.

(h) "Service" or "Services" means any (i) Clearpath service(s) identified on an Order; or (ii) any Clearpath service(s) as described in a Statement of Work.

(i) "Statement of Work" means the written description of Service(s) for the applicable Order that is signed by both parties.

(j) "Taxes" means all applicable taxes imposed upon Customer by operation of law in connection with its receipt of the Services, excluding (for clarity) any taxes due by Clearpath on Clearpath's income or on its acquisition of products or services used to provide the Services.

(k) "Term", for any Order, means the duration of time that such Order is in effect, beginning on the Commencement Date, and during which Customer shall receive and pay the Fees for the Service(s). For clarity, the Fees will not be applicable prior to the Commencement Date, even if Clearpath has prepared the environment or applicable Service and made it available to Customer prior to such time. In the event more than one Service is included in an Order or Statement of Work, the Term shall begin on the Commencement Date for the first Service.

2. Billing and Payment

(a) Customer will be invoiced the Fees monthly in advance for non-variable use Service(s) and in arrears for variable use Service(s). All Fees are due in full, without offset, within 30 days of the receipt of invoice.

(b) The first invoice will include any set up Fees, a prorated portion of any monthly recurring Fees from Service Commencement Date through the end of that calendar month and Fees for the subsequent calendar month for non-variable use Service(s).

(c) Any undisputed Fees not paid within thirty (30) days of the date of invoice shall bear interest at the lesser of 1.5% per month or the maximum rate allowed by law. Clearpath may bring legal action to collect any Fees not paid. Customer agrees that it shall pay all costs associated with such action to collect, including reasonable attorney fees and court costs.

(d) Customer may withhold any Fees that it reasonably disputes, provided such reasonable dispute is made in writing to Clearpath within thirty (30) days of the date of the applicable invoice and with sufficient detail as to the nature of the claim, the amount disputed and the specific Service(s) and related Fees. The parties will attempt in good faith to promptly resolve any such disputes.

(e) Clearpath may require a credit review and Customer agrees to provide Clearpath with credit information as requested by Clearpath. Clearpath may require a security deposit or other form of security as a condition to (i) accept an Order(s) and/or Statement(s) of Work; and/or (ii) continue delivery of variable use Service(s); and/or (iii) continue to deliver Service(s) in the event Customer fails to pay undisputed invoice within thirty (30) days from the invoice date or Customer has a material, negative change in financial condition (as reasonably determined by Clearpath in its sole discretion). Any security deposit requested by Clearpath shall be due immediately upon written request. Any security deposit shall be limited to a maximum of three (3) months estimated Fees. Any security deposit shall be held by Clearpath as security for the full and faithful performance and observance by Customer of the terms and conditions of this Agreement, including, without limitation, the payment of Fees by Customer. No interest shall be payable on the security deposit, and unless prohibited by law, the security deposit may be commingled with Clearpath's other funds. Upon expiration of the Term for all Service(s), Clearpath shall credit the amount of the security deposit against any remaining Fees and any excess amount shall be refunded to Customer within sixty (60) days.

(f) All Fees are exclusive of Taxes. Customer is liable for all Taxes. In the event Customer is entitled to an exemption from Taxes, Customer is responsible for providing Clearpath with valid documentation (in a form reasonably acceptable to Clearpath) proving such exemption from Taxes. Clearpath shall give effect to such exemption from Taxes on a prospective basis only from the date of receipt of such valid documentation.

3. Term, Termination and Suspension

(a) Each Order shall have a Term which applies to all Service(s) on that Order, including as such Service(s) are described in the corresponding Statement of Work. Unless either party receives written notice from the other party at least ninety (90) days prior to the end of any Term, the Term and the Service(s) shall automatically continue for an additional duration of time equal to one (1) year, on the Agreement's (and applicable Order's) terms and conditions then in effect, and shall continue to do so at the end of each such renewal (unless and until such notice is given).

(b) Subject to the remainder of this paragraph, Customer may terminate Service(s) at any time (and for any reason or no reason at all) prior to the end of the then-current Term by providing thirty (30) days written notice, provided Customer pays an early termination charge equal to the monthly non-variable Fees for such Service multiplied by the remaining months in the agreement, and Customer pays all outstanding invoices.

(c) Customer may upon written notice, effective as of the date in the notice, terminate this Agreement and/or any Service without charge for breach in the event Clearpath materially fails to meet an obligation in this Agreement and Clearpath fails to remedy such failure within thirty (30) days of receipt of Customer's written notice describing the material failure to meet the Agreement's obligation.

(d) Clearpath may immediately, upon written notice, suspend any Service(s) in the event the Service(s) are being used in violation of the Acceptable Use Policy in a manner that causes or is likely to cause material harm to Clearpath or its other customers, so long as Clearpath (i) provides Customer with prior written notice (as far in advance of any such suspension as is reasonably practicable under the circumstances) and (ii) immediately restores the suspended Service(s) once Customer has addressed the violation in a manner so that it should not recur, to Clearpath's reasonable satisfaction.

(e) Clearpath may upon written notice, effective as of the date in the notice, terminate this Agreement and/or any Service(s) for breach in the event Customer materially fails to meet an obligation in this Agreement and Customer fails to remedy such failure within thirty (30) days of receipt of Clearpath's written notice describing the material failure to meet the Agreement's obligation. For the avoidance of doubt, Customer's failure to pay the applicable Fees when due shall be deemed to be a material failure to meet an obligation in this Agreement.

(f) Upon termination (for any reason permitted under the Agreement by either party) or expiration of the Agreement, Clearpath shall (i) immediately provide or otherwise make available to Customer any Customer property (including any Customer data) in the possession or control of Clearpath and (ii) at Customer's sole cost and expense on a time and materials basis, provide Customer with assistance reasonably required to transition the terminated Service(s) in-house or to another provider(s). Clearpath shall not possess or assert any lien or other interest or right against or to any Customer data.

(g) In addition to any other remedies available to Clearpath, in the event Clearpath terminates this Agreement and/or any Service(s) for breach by Customer (i) Customer shall immediately pay, in addition to any other amounts due and owing to Clearpath, a termination charge equal to the monthly non-variable Fees for such Service(s) multiplied by the remaining months in the then-current Contract Year (i.e., ramping down from 12 to 0 each Contract Year); and (ii) Clearpath may deny Customer physical access to any Clearpath-provided facilities until all outstanding amounts are paid.

4. Service Level Agreement; Reporting and Access to Data.

(a) The Service Level Agreements for each Service are attached hereto as Exhibit C. Customer agrees that the remedies described in the

Service Level Agreements and this Section 4 are its sole and exclusive remedies for Clearpath's failure to achieve the Service Level Agreement. If Clearpath fails to achieve the service levels set out in the Service Level Agreement more than three (3) times in any consecutive ninety (90) day period, Customer shall also have the right to terminate the Agreement without having to pay any termination fee, by providing Clearpath with written notice of termination, which notice must be received by Clearpath within forty-five (45) days following the occurrence of the last of such events in order to be effective. Nothing herein shall be deemed to limit Customer's termination right described in Section 3(c) for any other event giving rise to such termination right beyond Clearpath's repeated failure to achieve the service levels set out in the Service Level Agreement as described in this Section 4(a).

(b) Clearpath shall provide or otherwise make available to Customer all forms and types of data that Clearpath makes available to its other customers (and in a similar manner), which at a minimum will include data on service level and other system performance, availability, denials of service, bandwidth usage, failovers initiated, and backups performed (in each case as applicable to the Services). Such data shall be made available in real-time where Clearpath has such capability, through an online 'portal' or similar access point.

5. Confidential Information. Each party acknowledges that it will acquire certain confidential information and materials from the other party and proprietary knowledge about the business, plans, customers, technology, Customer data, and products of the other party (collectively, "Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential, or that under the circumstances of its disclosure, should reasonably be considered confidential. Subject to the remainder of this paragraph, (i) Confidential Information of Clearpath will include, but not be limited to, Clearpath's prices and discounts under this Agreement, as well as any data provided by Clearpath to Customer regarding Clearpath's (or its third party vendors') performance under this Agreement; and (ii) Confidential Information of Customer will include, but not be limited to, any Customer data provided or made available to Clearpath. Each party agrees that it will not disseminate the other party's Confidential Information among its employees, consultants or other agents except on a need-to-know basis for performing its obligations hereunder and subject to a written confidentiality agreement with terms at least as restrictive as those in this Agreement. Each party further agrees that it will not disclose the other party's Confidential Information to third parties except as provided hereunder or as agreed in writing by the parties, and shall keep such Confidential Information secure using reasonable precautions under the circumstances. Confidential Information shall not include information which is (i) already known to the receiving party prior to disclosure by the other party, as shown by the receiving party's contemporaneous written records; (ii) in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) rightly received from a third party who is not under any obligation of confidentiality with respect to such information; (iv) independently developed by the receiving party, as shown by the receiving party's contemporaneous records; or (v) required to be disclosed by law. The confidentiality obligations set forth in this section 5 shall survive the termination or expiration of this Agreement for a period of two (2) years.

6. Warranty

(a) EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, CLEARPATH MAKES NO OTHER REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SERVICE(S), WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION (I) ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, DATA ACCURACY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR (II) THAT THE SERVICE(S)

WILL BE ERROR-FREE, UNINTERRUPTED OR COMPLETELY SECURE. FOR PURPOSES OF CLARITY, THIS SECTION 6 IN NO WAY LIMITS OR SUPERSEDES ANY OF CLEARPATH'S CONTRACTUAL OBLIGATIONS OTHERWISE SET FORTH IN THE AGREEMENT, INCLUDING OBLIGATIONS RELATED TO SERVICE PERFORMANCE AND INDEMNIFICATION.

(b) Customer agrees and acknowledges that it is solely responsible for determining if any particular Service will meet its requirements, and that the Service Level Agreements are not a warranty.

(c) IF CLEARPATH EVER PROVIDES TO CUSTOMER UNDER AN ORDER ANY THIRD PARTY PRODUCTS FOR WHICH CUSTOMER REIMBURSES CLEARPATH ON A STAND-ALONE BASIS (WITH NO SUCH THIRD PARTY PRODUCTS CONTEMPLATED AS OF THE EFFECTIVE DATE), THEN CLEARPATH MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND RELATED SUPPORT SERVICES, AND AS BETWEEN CLEARPATH AND CUSTOMER, SUCH SERVICES ARE PROVIDED "AS IS."

7. Indemnity

(a) Customer agrees to defend, indemnify and hold harmless Clearpath and its affiliates, officers, directors, employees, and agents against any and all allegations, claims, expenses (including reasonable attorney's fees and disbursements), liability, costs and losses from suits, actions or proceedings threatened, made or brought by any third party in relation to or arising from: (i) an "Infringement Claim" (as defined below) based upon any content, data or software provided by Customer and used in connection with the Services; or (ii) any breach of this Agreement by Customer. Notwithstanding anything to the contrary in the foregoing, Customer will have no obligation with respect to any Infringement Claim to the extent such Infringement Claim is based upon Clearpath's modification of any such items.

(b) Clearpath agrees to defend, indemnify and hold harmless Customer and its affiliates, officers, directors, employees, and agents against any and all allegations, claims, expenses (including reasonable attorney's fees and disbursements), liability, costs and losses from suits, actions or proceedings threatened, made or brought by any third party in relation to or arising from: (i) any claim or action brought by any third party for actual or alleged infringement of any United States patent, trademark, copyright, or trade secret right (collectively an "Infringement Claim"), based upon any Service(s) or other items provided by Clearpath; or (ii) any breach of this Agreement by Clearpath. If Clearpath determines that the technology, materials or processes used to perform the Service(s) are, or are likely to be, the subject of an Infringement Claim, Clearpath shall have the right to (i) modify the infringing item so that it is non-infringing; (ii) procure the right for Customer to continue to use such item; (iii) replace the item with a non-infringing substitute that has substantially equivalent functionality; or (iv) terminate the infringing Service(s) (with Customer having the option of terminating the entire Agreement at no cost if such removal has an adverse impact on Customer). Notwithstanding anything to the contrary in the foregoing, Clearpath will have no obligation with respect to any Infringement Claim that is based upon: (i) Customer's combination, operation or use of the Service(s) with Customer Proprietary Technology, if such Customer Proprietary Technology was not approved by Clearpath in writing; or (ii) the use by Customer of the technology or Service(s) in a manner inconsistent with this Agreement; or (iii) Customer's use of any open source or freeware technology that was not provided or made available to Customer by Clearpath or one of its third party vendors, or any derivatives or other adaptations of such open source or freeware technology. For purposes of clause (i) in the previous sentence, "Customer Proprietary Technology" means any apparatus, data, software and/or hardware that was

developed internally by Customer or by a third party specifically on behalf of Customer.

(c) If any claim for which indemnity is, or may be, sought is made, or appears reasonably possible, the indemnified party agrees (i) promptly to notify the indemnitor in writing; (ii) to cooperate with the indemnitor, and to allow the indemnitor sole authority to control the defense and settlement of such claim.

8. Limitation of Liability

8.1. NEITHER CLEARPATH, ITS AFFILIATES, SUCCESSORS, AND ASSIGNS AND THEIR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, NOR CUSTOMER, ITS AFFILIATES, SUCCESSORS, AND ASSIGNS AND THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, OR COST OF PROCUREMENT OR SUBSTITUTE SERVICES OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, REGARDLESS OF THE FORESEEABILITY THEREOF, ARISING OUT OF THE SERVICE(S) OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY, PRODUCT LIABILITY, PATENT OR INTELLECTUAL PROPERTY MATTERS OR ANY OTHER LEGAL OR EQUITABLE THEORY.

8.2 EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER SHALL NOT EXCEED THE GREATER OF (A) ONE HUNDRED THOUSAND DOLLARS OR (B) THE TOTAL AMOUNT OF FEES AND CHARGES PAID TO CLEARPATH BY CUSTOMER WITHIN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. Liability for damages will be limited and excluded as described in this paragraph, even if any exclusive remedy provided for in the Agreement fails of its essential purpose.

8.3 THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7.

9. Acceptable Use; Use by Affiliates and Third Parties

(a) Clearpath may reasonably modify the Acceptable Use Policy, including modifications necessary to remain consistent with industry practices. Clearpath shall notify Customer of any modification to the Acceptable Use Policy. All modifications become effective thirty days following Clearpath's notice. In the event a modification to the Acceptable Use Policy materially and adversely affects Customer, Customer may request to terminate this Agreement by giving Clearpath notice, in writing, with sufficient detail as to the materiality and adverse nature of the modification. Such notice must be received within twenty (20) days from the date the modification to the Acceptable Use Policy went into effect (after which Customer agrees to the modified Acceptable Use Policy). Clearpath, at Clearpath's sole option, shall within ten (10) days, either (i) agree to terminate the Agreement on the basis that the modification to the Acceptable Use Policy does materially and adversely affect Customer, and waive any early termination charges; OR (ii) expressly agree in writing, that the modification to the Acceptable Use Policy will not apply to Customer, in which case the Agreement and any Order(s) shall remain in effect for the Term subject to the original, unmodified Acceptable Use Policy.

(b) At Customer's option, Customer's Affiliates and third party contractors (acting on behalf of Customer or any of its Affiliates) may use and access the Services subject to the limitations on Customer as set forth in this Agreement; provided that Customer shall be liable for the breach of this Agreement by any such Affiliate or third party contractor, it being agreed

by the parties that a breach of this Agreement by such Affiliate or third party contractor shall be deemed to be a breach of this Agreement by Customer.

10. Customer Security Obligations and Compliance with Law Customer agrees it is responsible for determining what laws and regulations are applicable to its use of the Service(s) and to comply with all such applicable laws and regulations. Customer shall use reasonable precautions to protect Customer equipment from an unauthorized access, attack or use.

11. Force Majeure Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party, including, but not limited to, embargoes, explosions, failure of third party suppliers, fires, governmental decrees, labor disputes, natural disasters, riots, strikes, terrorist activities, computer hacking or war. Customer may terminate this Agreement at no charge if such an event prevents Clearpath from providing the Services for more than ninety-six (96) consecutive hours.

12. Intellectual Property Rights Each of the parties (or their respective third party licensors) shall retain all intellectual property rights in all of its respective trade secrets, inventions, copyrights, Marks, and other intellectual property. Any intellectual property developed by Clearpath during the performance of the Service(s) shall be deemed the intellectual property of Clearpath unless Clearpath has expressly agreed, in advance and in writing, that Customer has any interest in the intellectual property.

13. Marks and Publicity Neither party may, without the prior written approval of the other party, use such other party's trademarks, trade name, logos and service marks (collectively "Marks") in press releases or other public statements, on its web site or in any promotional materials. The parties acknowledge that such approval may be given on a case-by-case basis, or for a more general "pre-approved" type of use. Only to the extent consistent with any approval given under this Section 13, the approving party hereby grants the other party a nonexclusive right, during the term of this Agreement, to use the approving party's Marks. Further, notwithstanding anything to the contrary above, each party agrees that the other party may publicly disclose that Clearpath is providing to Customer, and Customer is receiving from Clearpath, the Services. Except as specifically set forth in this section, each party shall retain all right, title and interest in and to its Marks and nothing in this Agreement shall vest in or transfer to the other party any rights in such Marks other than the limited right of approved uses set forth herein.

14. Assignment Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, except that: (a) Clearpath may assign its right to receive payment (so long as the burden on Customer is not increased); (b) Clearpath may use subcontractors in the performance of all or any its obligations (so long as it provides notice to Customer), in which case Clearpath will remain responsible for the performance by such subcontractors; and (c) either party may, upon prior written notice to the other party, assign the Agreement to any of its Affiliates, as part of a corporate reorganization or due to it selling all, or the majority, of its business or assets, including through merger or other operation of law.

15. Miscellaneous

(a) If any provision of this Agreement is held or construed to be invalid by any court having jurisdiction over disputes related to this Agreement, such provision will, if reasonable to do so, be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law or, if not reasonable to do so, be deemed to be excluded

from this Agreement. In any event, all other provisions of this Agreement will remain in full force and effect.

(b) Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement.

(c) This Agreement shall be construed under and governed by the substantive laws of the Commonwealth of Virginia, without regard to conflict of laws provisions, except for those giving effect to this choice of law provision. Any suit or action of any kind brought to enforce any provision of this Agreement shall be brought in any court of competent jurisdiction in Fairfax County, Virginia. Each party consents to personal jurisdiction of and venue in the state and federal courts within that county and hereby irrevocably waive any objections to such jurisdiction, including, the laying of venue or based on the grounds of forum non conveniens, which either party may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the means set out for the giving of notice pursuant to this Agreement. Nothing herein shall affect the right of either party to serve process in any other manner permitted by law. The provisions of this section shall not prevent either party from seeking or obtaining injunctive relief or other extraordinary relief in any courts with jurisdiction. To the extent permitted by applicable law, either party may take concurrent proceedings for injunctive relief in accordance with this section in any number of jurisdictions.

(d) The Service(s), technology, materials, tools, and technical data delivered by Clearpath may be subject to U.S. export controls or the trade laws of other countries. If Customer exports at any of such items, Customer agrees to comply with all export control regulations and obtain such licenses to export, re-export or import as may be required. Customer agrees not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws, unless permitted pursuant to U.S. Law. Customer will not use the Service(s), or any Clearpath-provided technology, materials, tools, or technical data for nuclear weaponry or missile weaponry or chemical and biological weaponry end uses. Furthermore, Customer represents and warrants that Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and Customer is not otherwise a person to whom Clearpath is legally prohibited to provide the Service(s).

(e) Failure to enforce compliance with any term or condition of this Agreement will not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future.

(f) This Agreement and the Order(s), and the Service Level Agreement attached as Exhibit C and the Acceptable Use Policy constitute the entire agreement between Clearpath and Customer with respect to the subject matter of this Agreement and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral, on this subject matter.

(g) The headings used in this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement or define, expand or limit the provisions hereof.

(h) Except for the right of Clearpath to assign payment hereunder, and certain rights of indemnified parties under Section 7 above, this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

(i) The Agreement and any Order(s) may be executed in counterparts signed with the handwritten signature of an authorized representative of each party, each of which will be considered an original, and all of which will be considered one and the same document. Any original handwritten signature, signature on an electronic image (such as .pdf or .jpg format), or electronic signature which meets the requirements in the preceding sentence and transmitted by facsimile shall be considered a handwritten signature for purposes of this Agreement.

(j) In the event of any conflict in terms between this Agreement and any Order (or its corresponding Statement of Work), the terms of this Agreement shall govern.

(k) All notices will be given in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date, or, if not a

business day, the first business day thereafter, if delivered by confirmed facsimile or confirmed email; or (ii) on the delivery date, if delivered personally to the party to whom the same is directed; or (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, if the contracted delivery is "next business day service".

(l) During the Term of the Agreement, including any extension or renewal thereof, and for a period of one (1) year following the expiration or termination thereof, neither party shall solicit for employment nor hire any employee, part or full-time, of the other party, without the prior written consent of such other party; provided, however, that this provision shall not restrict either party from soliciting employees of the other party through general advertisements not directed at such other party's employees.