

MASTER SERVICES AGREEMENT

This **Master Services Agreement** (“Agreement”) is entered into on _____ (the “Effective Date”), between Pundit Corporation (“Pundit”), a California corporation, with offices at 10000 Riverside Avenue, Los Angeles, California 91602, and _____ (“Supplier”), a _____ corporation with offices at _____.

Supplier and Pundit may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

The Parties agree that the following terms and conditions will apply to the Services and Deliverables that Supplier may provide under this Agreement and further agree as follows:

1. AGREEMENT, DEFINITIONS, INTERPRETATION.

1.1 Agreement and Interpretation.

This Agreement includes:

Exhibit A	Statement of Work Template
Exhibit B	Definitions
Exhibit C	Pundit Travel Policy
Exhibit D	Change Request Form

1.2 Agreement Definitions.

The terms defined in Appendix B apply to this Agreement. Other capitalized terms in this Agreement are defined by the context in which they are used.

1.3 Agreement Construction

- 1.3.1 Pundit does not authorize services or incur any financial obligations for any Supplier services by this Agreement alone.
- 1.3.2 Pundit will only authorize services by a Statement of Work (“SOW”), describing the Supplier’s obligations, responsibilities and any specific terms and conditions for the required Services and Deliverables. All SOW Services and Deliverables are subject to the terms and conditions of this Agreement and the Agreement terms and conditions take precedence over the SOW if there is any conflict between the Agreement and the SOW, unless specifically stated otherwise in the SOW.
- 1.3.3 Each SOW will be a separate agreement, in the form of the Exhibit A template.
- 1.3.4 Services must be further and finally authorized by a Pundit purchase order issued after SOW execution.

2. SERVICES.

2.1 Provision of Services.

Supplier will provide the services, functions and responsibilities described in a SOW (the “Services”) and this Agreement. Supplier is expected to perform all services, functions or responsibilities which may not be stated in the Agreement or the SOW, but are reasonably expected by industry standards, as if specifically described in the Agreement or the SOW.

2.2 Non-exclusivity; Rights for Alternate Services Sources.

2.2.1 Non-Exclusivity.

Pundit has no obligation to execute any SOWs, and retains the right to acquire any products and services from any other supplier.

2.2.2 Pundit Rights for Alternate Services

If Pundit performs or contracts with any entity for any Services, Supplier will cooperate with Pundit or its contractors by allowing use of any Deliverables and providing industry-standard information or operating parameters needed by Pundit or its contractors to perform the Services. Supplier must inform Pundit of Supplier delay or problem caused by Pundit or its contractors providing the Services. Supplier will cooperate with Pundit to resolve and mitigate such problems or delays.

2.3 Domestic Requirement.

None of the Services may be performed outside of the United States without the prior written consent of Pundit.

2.4 Continued Provision of Services.

The Parties will continue performing their Agreement obligations during any dispute process, unless the dispute issue directly involves performance. Payment disputes will not preclude performance. A dispute will not affect either Party’s termination rights stated in Article 4.

2.5 Project Management.

2.5.1 Project Managers.

- (a) Each Party will appoint a Project Manager (“Project Manager”) for each SOW. The Project Managers will have appropriate authority and experience to provide the communications, approvals and other information to the other Party for the performance of this Agreement and each SOW.
- (b) Supplier’s Project Manager (the “Supplier Project Manager”) will be dedicated to the Pundit account; be the single point of accountability for all SOWs; and have day-to-day authority to provide the Services to Pundit’s satisfaction.

- (c) The Project Managers will be the primary points of contact for inquiries and requests. Each Project Manager will respond to the other Project Manager's reasonable requests for assistance required to perform this Agreement. The Project Managers will have the sole authority for approvals, requests, notices and other communications required or requested by the other party. Any oral communication not confirmed in writing by a Project Manager within 24 hours will not be effective.
- (d) Pundit will cooperate with Supplier to obtain relevant information, approvals and acceptances necessary for Supplier's Agreement performance. The Project Manager will be the point of contact for obtaining these decisions (including management decisions), information, approvals and acceptances.

2.6 Reports and Meetings.

- 2.6.1** Supplier will deliver the reports listed in each SOW. Supplier will also provide a Monthly Status Report for each SOW by each month's fifth business day that describes status of Services, problem resolution efforts, other initiatives and responds to requested documentation or other information to verify Supplier's compliance with the Agreement and SOW obligations.
- 2.6.2** The Project Managers and all personnel working on the SOW will attend the required meetings. The Supplier will publish an agenda before each meeting which will allow SOW personnel to prepare for the meeting. Supplier will include any items identified by Pundit in the agenda. Supplier is responsible for recording the meetings and promptly circulating the meeting minutes or recording.
- 2.6.3** Supplier will similarly prepare for and report on the following meetings:
 - a. a Project Managers' monthly meeting to discuss the Monthly Status Report, performance and anticipated activities, any changes that may impact contract performance, and to otherwise discuss issues raised by Pundit;
 - b. a semi-annual Project Managers' and other management personnel meeting to review the prior six-month reports, review contract and performance issues, review any outstanding problem issues and discuss such other matters identified by Pundit.
 - c. any other meetings reasonably requested by Pundit to address Services' performance.

2.7 New or Modified SOWs

2.7.1 New Services or Deliverables

Pundit may request Supplier to perform new Services or functions. Supplier will use the Change Request Form (Exhibit D) and attach a proposed SOW within 15 days of Pundit's request. The proposed SOW will contain:

- a. a detailed description of the work Supplier plans to perform and a description of any Deliverables;
- b. an update to the Project Plan for all work, including Deliverables' Milestone dates;
- c. acceptance test criteria and procedures for any Software Deliverables.
- d. Supplier's proposed charges for the work, including a detailed cost breakdown for each Deliverable and Services task;
- e. any applicable service levels and service level credits for the work;
- f. any changes to the Supplier's contacts for the SOW, Key Supplier Positions or Supplier personnel required for the new Services.
- g. a description of any Equipment or Software to be provided;

2.7.2 SOW Modification

- a. Either Party may request modifications to a SOW by submitting a Change Request Form (Exhibit D) to the other Party. Modifications may include changes to the SOW scope of Services or Deliverables.
- b. The proposed Change Request Form must include all of the SOW elements listed above in sections a. through g. if any SOW may be affected by the Change Request.

2.7.3 SOW and SOW Amendment Execution.

- a. Change Request terms will be included in a SOW Amendment when the Parties agree to the Change Request. The executed SOW Amendment will become part of the original SOW and Supplier will fulfill all obligations of the amended SOW subject to the Agreement terms and conditions.
- b. When approved by Pundit, the proposed SOW will be finalized and executed. Each new SOW will be consecutively numbered.

2.7.4 Supplier's Change Control.

Supplier must maintain Change Control Procedures to account for new or modified Services or Deliverables. The Change Control Procedures should include:

- a. Only changes to Services or Deliverables approved by a signed SOW will be implemented, except temporarily if necessary for Services' continuity. Supplier will provide notification of the temporary changes by the next business day after the change is made. Oral notice is acceptable if confirmed in writing within five business days.
- b. Supplier must schedule changes without interrupting Pundit's business operation, provide Pundit a monthly rolling schedule for ongoing and

planned changes for the next three month period and monitor the status of changes against the Project schedule for all changes except temporary changes described above.

3. DELIVERABLES AND ACCEPTANCE.

3.1 Deliverables.

Supplier will provide all deliverables (“Deliverables”) required by the SOW Milestones.

3.2 Delivery.

All Software Deliverables specified in a SOW will include all associated modules, components and other Deliverables.

Supplier will deliver all other SOW Deliverables when the SOW Services are completed or when Pundit terminates the SOW early.

3.3 Installation.

Supplier will install Software Deliverables in the SOW-specified environment; Pundit will cooperate with the installation. All installation costs and expenses will be stated in the SOW.

3.4 Acceptance.

All Software and Deliverables provided or licensed by Supplier to Pundit under this Agreement are subject to Acceptance or rejection by Pundit as follows.

3.4.1 Software Deliverables Acceptance Procedures

a. Acceptance Criteria.

Supplier will assist Pundit to develop acceptance criteria and testing procedures for the acceptance of each Software Deliverable (“Acceptance Criteria”). The Acceptance Criteria and a detailed testing plan will be completed at least 30 days before each Software Deliverable Milestone. The Acceptance Criteria must be objective and minimally require each Software Deliverable to be free from significant programming errors and to operate according to the Documentation specifications and this Agreement’s functional requirements.

b. Acceptance Testing.

Pundit will conduct Acceptance Testing for each Software Deliverable when delivered to determine if such Software Deliverable satisfies the applicable Acceptance Criteria (“Software Acceptance Testing”)

- 1) Software Acceptance Testing will minimally include processing sufficient test data to confirm the successful implementation and integration of each functional Software component. If the Software Deliverable is the final or sole specified Software component, the Software Acceptance Testing determination of its functional

requirements and technical specifications conformance will include a 45 consecutive day period of production processing.

- 2) Pundit will provide Supplier with written acceptance notice (“Acceptance”) within five business days if the Acceptance Testing is successful.
- 3) Pundit will provide a written rejection to Supplier within ten days of the completion of Software Acceptance Testing if the Software Deliverable does not meet the Acceptance Criteria. Pundit’s rejection will include reasonable detail of the errors or deficiencies causing the rejection. Supplier will correct or rework the Software Deliverable to satisfy the Acceptance Criteria within 30 days (or other time period in the SOW) of Supplier’s receipt of the rejection at no additional cost. The Software Acceptance Testing will be repeated when the rejected Software Deliverable is re-delivered to Pundit. After the earlier of three unsuccessful attempts by Supplier to correct such Software Deliverable or three months after the initial delivery of such Software Deliverable, the Section 3.4.3 procedures will apply.
- 4) Pundit may use the Software in a production environment prior to acceptance; this use will not be considered to be an acceptance of the Software.

c. Interim Software Deliverable Acceptance Testing.

- 1) Pundit will perform, with Supplier’s assistance, acceptance testing of each Software Deliverable that is not a final Software Deliverable to determine if such Software Deliverable satisfies the applicable Acceptance Criteria (“Interim Software Acceptance Testing”).
- 2) If Pundit determines that the Software Deliverable satisfies the applicable Acceptance Criteria, Pundit will notify Supplier in writing of Pundit’s acceptance of such Software Deliverable.
- 3) Pundit will provide a written rejection to Supplier within ten days of the completion of Software Acceptance Testing if the Software Deliverable does not meet the Acceptance Criteria. Pundit’s rejection will include reasonable detail of the errors or deficiencies causing the rejection. At no additional cost, Supplier will correct or rework the Software Deliverable to satisfy the Acceptance Criteria within 30 days (or other SOW time period) of Supplier’s receipt of the rejection. The Software Acceptance Testing will be repeated upon redelivery of the rejected Software Deliverable to Pundit. After the earlier of three unsuccessful attempts by Supplier to correct the Software Deliverable or three months after the initial

delivery of such Software Deliverable, the Section 3.4.3 procedures will apply.

3.4.2 Document Deliverables Acceptance Procedures

- a. Pundit will review each Document Deliverable when delivered for conformity to the applicable SOW standards or requirements for the type Document Deliverable (“Document Deliverable Requirements”).
- b. Pundit will notify Supplier in writing of the Document Deliverable acceptance when it determines that a Document Deliverable conforms to the Document Deliverable Requirements
- c. If not accepted, Pundit will provide Supplier a written rejection to within ten days of delivery of each Document Deliverable, including details of any errors or deficiencies. Supplier will correct the Document Deliverable within 15 days (or as specified in the SOW) after receiving this rejection to conforms to the applicable Document Deliverable Requirements, at no additional cost. Pundit will repeat the acceptance process. After the earlier of two unsuccessful correction attempts or 30 days after the initial delivery of a Document Deliverable, the Section 3.4.3 procedures will apply.

3.4.3 Acceptance Testing Failure

If any Software Deliverable or a Document Deliverable fails these acceptance procedures, Pundit will have the right to:

- a. accept the non-conforming Deliverable subject to a reduction in the payment due for the Deliverable, if mutually agreed; or invoke the Article 13 dispute resolution procedures if the Parties do not agree to the reduction amount within 30 days after Pundit’s request for a reduction; or
- b. reject the Deliverable and immediately terminate the SOW or the Agreement by notice to the Supplier, and recover the payment made to Supplier for the applicable SOW or the Agreement; or
- c. reject the Deliverable and allow Supplier to make additional attempts to correct such Deliverable.

4. TERM AND TERMINATION.

4.1 Term.

The Agreement term begins on the Effective Date and expires on the later date of either ____ years after the Effective Date or the expiration or termination of the final SOW, unless the Agreement is terminated or extended (the “Term”). Pundit may extend the term of this Agreement for additional one-year renewal terms by giving Supplier written notice at least than 30 days prior to the Agreement’s then-existing expiration date.

4.2 Termination.

4.2.1 Pundit Termination Rights.

a. Termination for Convenience.

Pundit may, in its sole discretion and at any time during the Term, partly or wholly terminate this Agreement or any SOW, for convenience and without cause, by giving Supplier 20 days notice stating the effective date of termination. No termination charges will be due unless stated in the applicable SOW. The termination of a SOW will not affect any other SOW. Agreement termination will immediately terminate all SOWs then in effect.

b. Termination for Cause.

Pundit may terminate this Agreement or any SOW, partly or wholly, by written notice to Supplier stating a date in the notice of termination if Supplier commits a material breach of this Agreement not cured within 30 days after Pundit's notice of breach to Supplier, or if there are numerous Supplier breaches of its duties or obligations which collectively constitute a material breach of this Agreement. The termination of an SOW will not affect any other SOW. Agreement termination will immediately terminate all SOWs then in effect.

4.2.2 Supplier Termination Rights

Supplier may terminate a Statement(s) of Work by written notice to Pundit, with a termination date specified in the notice, if there are at least three months of undisputed Valid Invoices for the SOW which Pundit has failed to pay within 30 days of receiving written notice from Supplier or if Payments are at any time outstanding and unpaid for 90 days.

4.2.3 Termination for Change of Control.

Pundit may, without cost or penalty, terminate this Agreement by giving Supplier at least 20 days prior written notice with an effective termination date, if at any time within 120 days of the date on which the last of such events occurred, there is a Supplier Change of Control. This Change in Control may be acquired, directly or indirectly, in a single transaction or more related transactions, or if substantially all of Supplier's assets are acquired by any entity, or if a new entity is formed by any Supplier merger.

4.2.4 Bankruptcy.

The Parties acknowledge that this Agreement involves "intellectual property" rights, as that term is defined by the United States Bankruptcy Code (as amended). Nothing in this Agreement will limit Pundit's rights and remedies under Section 365(n) of the U.S. Bankruptcy Code, and any other applicable bankruptcy Law provisions, if Supplier files or otherwise becomes the subject of any case under

the federal bankruptcy Laws at any time during the Term.

4.2.5 Termination Assistance.

- a. When authorized by Pundit, by termination or SOW non-renewal notice, Supplier will provide termination assistance required to continue Services without adverse effect and to facilitate a transfer of the Services to Pundit or a third party, (“Termination Assistance”). Termination Assistance will include:
 1. Supplier’s retention of all personnel performing the Services and no material changes to the terms and conditions of personnel employment performing the Services.
 2. Supplier will provide all Software, Deliverables and the Services Documentation and applicable records upon Pundit’s request.
 3. Supplier will also provide historical information of the skill sets and number of Supplier personnel providing the Services, a list of all reported Software Deliverable problems or issues, and any other knowledge transfer information required to transfer the Services to Pundit or to procure similar Services from a third party.
 4. Supplier agrees to meet with Pundit to discuss Pundit’s hiring Key Supplier Position personnel after notice of termination.
- b. Supplier will provide Termination Assistance as agreed in an applicable SOW or for a period of not less than six months. Payments will be made for all Termination Assistance.
- c. Supplier acknowledges that any breach of this Termination Assistance obligation, including attempts or threats of breach, will cause Pundit irreparable harm. Pundit may therefore go directly to court. Supplier agrees that it will not oppose an appropriate order compelling performance by Supplier and restraining it from any further breaches, including attempts or threats of breach, without any additional findings of irreparable injury or other conditions to injunctive relief if a court of competent jurisdiction rules Supplier has breached (or attempted or threatened to breach) its obligations.

5. PAYMENTS

5.1 General.

Pundit will pay Supplier the amounts in each SOW (or Product Schedule) as full payment for that SOW Services and Deliverables (the “Payments”), in accord with the other provisions of this Agreement. Pundit will only be liable for the Payments in each SOW and not for of any other amounts under this Agreement.

All Payments for the Services have been priced and must be invoiced in U.S. dollars. Payments will not be adjusted for changes in any currency exchange rate or because of

increases in the cost of living or other inflation.

5.2 Deliverables Payment.

Deliverables Payments will due only after Pundit's Acceptance of each Deliverable, unless stated otherwise in the applicable SOW.

5.3 Purchase Orders, Invoicing and Payment.

After the execution of a SOW, Pundit will send Supplier a purchase order for the SOW Deliverables and Services. Supplier acknowledges that the purchase order is final authorization to provide the Deliverables and the Services. Supplier must invoice Pundit monthly for any Payments for Deliverables and Services of the preceding month. Supplier's invoice is valid (a "Valid Invoice") only if it includes:

- 5.3.1 the correct purchase order number;
- 5.3.2 a list of the Deliverables or Services;
- 5.3.3 the Pundit Program Manager approval, and
- 5.3.4 the SOW acceptance document for Deliverables.

Each Valid Invoice will be due and payable by Pundit within 45 days of receipt.

5.4 Invoice Time Limits

Supplier must invoice Pundit no more than 90 days after the calendar month when the Services or Deliverable are payable unless otherwise allowed by a SOW. Pundit will not be liable for any invoice received after this 90-day period. All final invoices must be submitted within 90 days after the Agreement or SOW expiration or any termination date; Pundit will not be liable for any final invoice received after this 90-day period.

5.5 Supplier Expenses.

Supplier is fully responsible for all expenses in connection with this Agreement unless a SOW authorizes expenses. If so authorized, Pundit's will only be responsible for expenses with written, advance approval and which conform to any SOW maximum amounts or caps. All SOW authorized travel expenses must be reasonable, documented and comply with Pundit's travel policy (Appendix C, as may be revised).

5.6 Taxes.

Each Party will be responsible for personal property taxes owned or leased, for any business franchise or privilege taxes, and for its net income or gross receipts taxes. Pundit will only be responsible for the payment of sales or use taxes on the Deliverables or Services. Supply must fully describe and separately list any invoiced tax.

5.7 Set-Off and Disputed Payments.

Either Party may set off an amount, undisputed by the other Party amount, as a credit against any amounts otherwise owed to the other Party. If Pundit disputes, in good faith, any invoiced amount, Pundit will pay the undisputed portion of such invoice when due and payable. Pundit

may withhold the disputed amount during the Article 13 dispute resolution process. Pundit must then notify Supplier of the withholding, to conform with Article 13. Pundit will pay the disputed amount as determined and at the resolution of the dispute, according to Article 13.

6. RELATIONSHIP OF THE PARTIES; PERSONNEL; SUBCONTRACTORS.

6.1 Independent Contractor.

The Supplier and all of its contractors or employees relationship to Pundit will be as an independent contractor rendering professional services. Neither Supplier nor any of Supplier's contractors or employees will have any authority to execute contracts or make commitments for Pundit. This Agreement does not create the relationship of employer and employee, or principal and agent, joint venturer or partner between Supplier (or any of Supplier's contractors or employees) and Pundit.

6.2 Supplier Personnel.

Each SOW will include: (a) a list all Supplier personnel performing Services under that SOW; (b) the percentage of time each person performs the Services under that SOW; (c) the location of each such person; (d) whether a person has been designated as "key" ("Key Supplier Position"); and (e) the period of months each Key Supplier Position person will performing the Services.

6.2.1 Key Supplier Positions.

- a. Supplier will notify Pundit of each proposed assignment of a person to a Key Supplier Position, whether initially or later. Supplier will introduce the person to the Pundit Project Manager for an interview, if requested, and provide a résumé and any other reasonably requested information about the person. Pundit may object to the proposed assignment. If so, Supplier will propose assigning an alternate person with appropriate qualifications.
- b. Supplier will keep all Key Supplier Positions persons on the project work as assigned to the applicable SOW.

6.2.2 Supplier Personnel Qualifications, Retention and Replacement.

- a. Supplier is responsible to assign sufficient personnel with the education, training and experience to perform the Services of each SOW. Supplier is further responsible for any required personnel training required by the Services.
- b. If Pundit determines that any of the Supplier personnel are unacceptable, Supplier will be notified in writing. Supplier will remove those designated personnel and promptly replace them at no additional cost to Pundit.
- c. Supplier will use commercially reasonable efforts to retain all personnel performing Services for a particular SOW. If Supplier personnel are re-assigned, Supplier will provide acceptable replacements at no additional

cost to Pundit. Supplier is responsible for all new orientation or education of the replacements unless Pundit otherwise agrees.

Supplier personnel must comply with the all procedures and regulations which normally apply to Pundit personnel and consultants. Supplier personnel will also follow Pundit's working rules, hours and policies while on Pundit's premises. Supplier will fully cooperate with Pundit to investigate any suspected security breaches which may involve Supplier's personnel.

6.2.3 Supplier Personnel and Pundit Competitors.

For a period of six months following the date any Key Supplier Position person stops work on any SOW, Supplier will not assign that person to any entity which may be a Pundit competitor unless Pundit agrees in writing.

6.3 Subcontractors.

Supplier may only subcontract its obligations under this Agreement if approved by Pundit in writing. Any subcontract work will be considered as work performed by Supplier. Supplier will be responsible for any of its subcontractors' functions or services as if Supplier performed the services or functions itself. Supplier will include certain provisions in its subcontracts substantially similar to those in this Agreement as flowdown provisions to ensure Supplier meets its Agreement obligations (e.g., confidentiality provisions).

6.4 Pundit Facilities.

The SOW will specify the work spaces, IT or office equipment, furnishings, and communications access ("Pundit Facilities") provided by Pundit. The Pundit Facilities will be provided "as is, where is", without any warranty. Supplier is responsible for all other facilities and resources required for the Services.

6.5 Supplier's Obligations towards Pundit Facilities

Supplier will only use the Pundit Facilities to provide the Services, unless Pundit otherwise approves. Supplier have no property interest of any type as a result of this use.

Supplier is responsible for all damages to the Pundit Facilities caused by Supplier. Supplier will comply with Pundit's standard policies and procedures, including those for physical security, when accessing or using the Pundit Facilities.

Supplier will return the Pundit Facilities in substantially the same condition as when received when no longer required the Services, subject to reasonable wear and tear.

6.6 Required Consents.

Supplier will obtain the Supplier Required Consents. Pundit will use commercially reasonable efforts to cooperate with Supplier to obtain the Pundit Required Consents. Supplier is responsible for all costs to obtain a Supplier Required Consent. Pundit is responsible for all costs to obtain a Pundit Required Consent. All Required Consents will be reasonably acceptable to both Parties.

Supplier will use alternative approaches to provide the Services if any Required Consent is not obtained, absent the Required Consents. Supplier may recover any expenses caused by the Parties' inability to obtain a Pundit Required Consent, subject to the Change Control Procedures.

6.7 Disaster Recovery.

Supplier must maintain disaster recovery plans for any of the Services performed at non-Pundit facilities. The procedures and capabilities will include:

- a. Supplier will review the Pundit's disaster recovery plan ("Pundit DRP"), if provided, and give comments and recommendations that ensure the Pundit DRP addresses Services restoration and complies any Services-related requirements in the event of a disaster.
- b. The Supplier's disaster recovery plan ("Supplier DRP") will provide for:
 1. Services restoration within [] days after a disaster occurrence;
 2. an annual operability test of the Supplier DRP; and
 3. Supplier DRP implementation whenever disaster disrupts the Services.
- c. If the Services are not reinstated within [] days following a disaster as specified in the Supplier DRP, Pundit's may:
 1. terminate any affected SOW with equitably adjusted Payments to reflect the terminated Services; or
 2. terminate this Agreement by a written notice without liability to Pundit or Supplier. Pundit will not be liable for any Supplier costs or expenses as a result of any disaster.

7. INTELLECTUAL PROPERTY RIGHTS.

7.1 Pre-existing Intellectual Property.

Each Party will retain all its patent, copyright, and other proprietary rights in all information systems and technology, software, data, documentation, processes, procedures, and other proprietary or copyrighted material which are owned or licensed prior to the Effective Date which are not Deliverables, provided as part of the Services; or are not assigned according this section ("Independent IP").

Supplier grants Pundit and its contractors a global, perpetual, irrevocable, fully paid-up non-exclusive license to Use Supplier's Independent IP as may be necessary to Use any Deliverables.

Pundit will have the right to modify the Software, which may be merged with other programs or materials to form a new work.

7.2 Ownership of Deliverables.

Deliverables and related materials and products will be a "work made for hire" made in the

course of providing the Services, unless otherwise stated in a SOW. Supplier irrevocably assigns Pundit all rights, title and interest in the copyright to the Deliverables, including all renewals and extensions, if any of Deliverables are not considered “works made for hire”.

Pundit will have the title and all interest in all Deliverables. Supplier assigns and conveys Pundit all right, title, and interest in and to the Deliverables, including all patent, trademark, trade secret and other intellectual property and proprietary rights. All delivered or assigned materials become Pundit’s sole property and Pundit has the right to obtain and to hold in its own name, copyrights, trademarks, patents, registrations or similar protection for the Deliverables, including any extensions and renewals. Supplier will assist Pundit and its agents, at Pundit’s expense, to perfect the rights defined in this Section.

7.3 Third Party Intellectual Property; Open Source Software.

Supplier will not incorporate any third party proprietary materials or trade secrets into any Deliverable without Pundit’s written consent. Supplier will not use or disclose any proprietary materials or trade secrets of any third party without an appropriate license.

Supplier will not include any public domain, shareware, freeware, open source, or other third party Software into any Deliverables without Pundit’s written consent.

8. CONFIDENTIALITY; OWNERSHIP AND PROTECTION OF PUNDIT DATA.

8.1 Confidential Information.

“Confidential Information” is defined as all information which is marked confidential, restricted, or with a similar designation, in any form, made available by one Party to the other. Both Parties acknowledge that they may receive or have access to information which the other Party considers to be confidential or otherwise restricted.

Pundit’s Confidential Information will include, even if not marked “Confidential Information”:

- 8.1.1** any individual’s personally identifiable or financial information;
- 8.1.2** Pundit’s and its Affiliates’ specifications, documents, correspondence, software, documentation, data, other materials or intellectual property;
- 8.1.3** all Pundit and its Affiliates’ business operational information, including financial or marketing data, product plans, technologies, credit information, customer lists, customer information, account information and Pundit’s relation with its Affiliates, customer, employees, dealers and service providers.
- 8.1.4** Software provided by or through Pundit to Supplier; and
- 8.1.5** Any other information or data provided by or for Pundit in any form, or received or used in any method by Supplier under this Agreement; and
- 8.1.6** this Agreement.

8.2 Exclusions.

Confidential Information does not include information that:

- 8.2.1 is or becomes known to the public through no fault of the Party receiving any Confidential Information (“Receiving Party”);
- 8.2.2 was known by the Receiving Party before its receipt or becomes known to the receiving Party by lawful third party disclosure;
- 8.2.3 is known and can be verified by the Receiving Party’s independent development apart from the Confidential Information received from the Party disclosing the information (“Disclosing Party”); or
- 8.2.4 may be disclosed by Disclosing Party’s written consent.

Any individual’s personally identifiable or financial information will always remain Pundit Confidential Information and not subject to these exclusions.

8.3 Confidential Information Restrictions.

- 8.3.1 Supplier agrees that it will only use Pundit Confidential Information to perform its obligations under this Agreement and that it will not disclose in any manner the nature or content of the Confidential Information to any person or entity, except to its employees required to know specific Confidential Information for the purposes of this Agreement.
- 8.3.2 Supplier will protect the Confidential Information in the same manner as it protect its own most confidential information and as Pundit must satisfy legal and regulatory requirements.
- 8.3.3 Pundit agrees that it will not disclose Supplier Confidential Information except to its employees or independent contractors or as otherwise permitted under this Agreement.
- 8.3.4 The Receiving Party’s only rights to the Disclosing Party’s Confidential Information are those specifically granted by this Agreement.
- 8.3.5 The Receiving Party will take all commercially reasonable steps to ensure that the Confidential Information is securely maintained.
- 8.3.6 If a Receiving Party is legally compelled to disclose any of the Confidential Information, it will promptly notify the Disclosing Party and will not disclose any information until the Disclosing Party has the opportunity to prevent the disclosure through a protective order or other remedy. If the Disclosing Party is not successful in preventing the disclosure or otherwise does not seek these remedies, the Receiving Party will only disclose legally required part of the Confidential Information.

8.4 Confidential Information Loss or Unauthorized Access.

The Receiving Party will promptly notify the Disclosing Party when it is reasonably aware of any suspected disclosure or loss, the inability to account for, or unauthorized access to any Confidential Information and then take any reasonably requested actions and cooperate with the Disclosing Party to minimize the disclosure or loss and mitigate any disclosure or loss damage.

8.5 Confidential Information Ownership and Return.

All Confidential Information will remain the property of the Disclosing Party, subject to Pundit's rights in and to any Software and Deliverables. Supplier will return all Pundit Confidential Information at the expiration or earlier termination of this Agreement or by Pundit request. Supplier will not assert any lien or claim against any Pundit Confidential Information.

8.6 Privacy Act and Regulations.

8.6.1 Non-Public Personal Information.

Supplier acknowledges that the federal Gramm-Leach-Bliley Act (Title V), state statutes adopted to comply with this law, the FTC regulations similarly adopted (including 16 CFR § 313, 16 CFR § 314, 12 CFR § 332 and 12 CFR § 364), and any state privacy statutes or regulations and any related successor statutes and regulations (collectively, the "Privacy Act and Regulations") includes a definition of "non-public personal information" ("NPPI"). NPPI includes personally identifiable information, and any list, description or other grouping of individuals (including publicly available information pertaining to them) derived by using any personally identifiable information not publicly-available.

Pundit Confidential Information may include information about Pundit's customers which is NPPI; Supplier cannot disclose NPPI to a "nonaffiliated third party" unless there is an exception in the Privacy Act and Regulations.

8.6.2 Supplier Obligations.

Supplier will not use or disclose any NPPI except to perform its Agreement obligations or unless the Privacy Act and Regulations (16 CFR §§ 313.14 and 313.15) allow disclosure to nonaffiliated parties. Supplier may never sell any NPPI. Supplier will protect the NPPI as required by the Privacy Act and Regulations (see 16 CFR § 314.3) to maintain NPPI security and confidentiality, to protect against possible threats or hazards to the NPPI security or integrity and to protect against any unauthorized NPPI access or use.

8.7 Pundit Data, Ownership and Use.

8.7.1 Pundit Data will remain the exclusive property of Pundit or its Affiliates. Supplier will not have any lien or other rights to Pundit Data. Pundit Data may not be sold or otherwise provided to third parties or commercially used by Supplier, its employees or agents.

8.7.2 Supplier will promptly return, in a reasonable form, or destroy Pundit Data and all copies when requested by Pundit at any time or when this Agreement is terminated or expires. If Pundit Data is destroyed, the media or data destruction must be to commercially reasonable standards that result in permanent destruction so that the Pundit Data cannot be subsequently accessed. Supplier must provide written destruction confirmation if requested.

8.7.3 Pundit Data will not be used by Supplier for any purpose other than that of providing the Services.

8.7.4 Protection and Data Security of Pundit Data.

- (a) All Pundit Data provided under this Agreement is Pundit Confidential Information. Supplier will adhere to the terms and conditions of the Pundit data security plan, as may be amended, and protect the Pundit Data in the same manner that Supplier protects its own similar information. Supplier must also protect the Pundit Data to the same extent as Pundit is legally required. Supplier will require its contractors to maintain the same security obligations for Pundit Data stated in this Agreement.
- (b) For the Pundit Data, Supplier will implement industry best practices to restrict access only to its employees and contractors specifically needing the Pundit Data for purposes of this Agreement
- (c) Supplier will additionally secure the Pundit Data:
 - (i) to maintain its confidentiality;
 - (ii) to protect against any threats or hazards; and
 - (iii) to ensure Pundit's continued compliance with all applicable laws and regulations; and
 - (iv) protect against unauthorized access.
- (d) Supplier will train its employees and contractors to maintain the confidentiality and security of Pundit Data.
- (e) Supplier will use electronic barriers ("firewalls" or similar) and password protection for any Pundit Data in electronic form.
- (f) Supplier will use secured storage for written or printed Pundit Data and will maintain physical and other safeguards to protect Pundit Data.
- (g) If Pundit requests, Supplier will authorize an independent audit of these Agreement security measures for Pundit Confidential Information. The auditor must be acceptable to Pundit. Supplier will provide Pundit an audit report on the security measures and security test information of the Supplier's Agreement obligations.

8.8 Remedies.

Pundit has the right to all available civil and criminal penalties for any breach of this Article's provisions in addition to any other Agreement remedies.

8.9 Software Approval.

Supplier will not install, execute or copy any Software on the Equipment without Pundit's written approval, specifically to protect Pundit from any damages caused by a breach of this Article's obligations.

9. DISPUTE RESOLUTION.

9.1 Dispute Resolution Process.

The Parties agree to this Article's procedures for all disputes arising under this Agreement and further agree these are the sole and exclusive procedures to resolve all Agreement disputes between the Parties. However, Section 9.4 permits a Party to seek injunctive relief. The Parties will continue in good faith to follow this Article's procedures even if seeking injunctive relief. The deadlines in this Article may be changed by agreement of the Parties.

9.2 Informal Dispute Resolution.

9.2.1 Parties will first attempt to resolve any dispute informally, as described in this Section prior to the initiation of litigation or mediation. Either Party may give written notice of a dispute ("Notice of Dispute") to initiate this Section's informal dispute resolution process. The other Party will respond within five business days of notice receipt. The Notice of Dispute and the response must include a statement of each Party's position, a summary of the facts and arguments supporting that position, and the Project Manager and any other person who will represent that Party to respond to and resolve the dispute.

9.2.2 The designated Project Managers will meet, and continue meeting as often as the Parties consider necessary, within 10 business days of the Notice of Dispute delivery, to gather and provide all information relevant to the dispute issues. The Parties will attempt to resolve the dispute in good faith using appropriate information and procedures relevant to the dispute resolution.

9.2.3 If the Project Managers do not resolve the dispute 20 business days after the Notice of Dispute delivery, either Party may name a senior manager to represent that Party to further resolve the dispute with a senior manager of the other Party, as an escalation of the dispute. The designated senior managers will meet, and continue meeting as often as the Parties consider necessary, to attempt to resolve such dispute in good faith.

9.2.4 Each Party will provide all reasonable requested non-privileged information related to the dispute to keep both Parties fully advised of the other's position during the dispute process. All meetings and negotiations under this Section will be confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

9.3 Mediation.

Either Party may request the dispute be submitted to non-binding mediation, to be conducted in accordance with the CPR Model Procedure for Mediation of Business Disputes, if the dispute is not been resolved according to the procedures in Section 9.2 within 30 business days of the Notice of Dispute delivery. A single mediator will be chosen by CPR. Either Party may file suit subject to the provisions of Section 13.1. if the Parties do not resolve the dispute through mediation within 90 days of the delivery of the Notice of Dispute.

9.4 Immediate Injunctive Relief.

If a Party makes a good faith determination that a breach or threatened breach of the terms of this

Agreement by the other Party requires that a temporary restraining order or other injunctive relief as the only appropriate and adequate remedy, including any under Article 8 and Section c., then the dispute will not be subject to the informal dispute resolution process. If a Party seeks immediate injunctive relief by filing a court pleading and the injunctive relief sought is not awarded in substantial part after challenge by the other Party, the Party filing the immediate injunctive relief pleading will pay the Party successfully challenging the pleading all of its legal costs.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS.

10.1 Mutual Representations and Warranties.

10.1.1 Each Party represents and warrants to the other Party that:

- (a) it has the appropriate corporate power and authority to enter into this Agreement and to carry out the Agreement transactions; and
- (b) the corporate actions of each Party specifically authorize the execution and performance of this Agreement and its transactions.

10.2 Supplier Representations, Warranties and Covenants to Pundit.

10.2.1 Deliverables.

Supplier warrants and covenants that all Deliverables will conform to the relevant SOW and Agreement terms. Supplier will take all necessary actions to correct any failure of this warranty, at no cost to Pundit, without limiting any other Pundit's rights under this Agreement.

10.2.2 Software Deliverables.

Supplier warrants for an 18-month period following Software Deliverable Acceptance, each Software Deliverable will:

- (a) be free from significant programming errors and defects in workmanship and materials;
- (b) operate and conform to the Documentation and SOW performance capabilities, functional requirements and other specifications and standards;
- (c) operate correctly in the Operating Environment.

10.2.3 Title.

Supplier warrants that it has all right, power and authority necessary to grant good and marketable title to the Deliverables, free from any liens or encumbrances. Supplier further warrants that it owns or is authorized to distribute and use all resources related to the Software Deliverables.

10.2.4 Non-Infringement.

Supplier warrants that the Services, Deliverables, Software, Equipment or any

other resources will not infringe or otherwise violate any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary right of any third party. This warranty includes Pundit's use of these resources.

10.2.5 Work Standards; Personnel.

Supplier warrants that the Services will be performed by qualified personnel in a timely, professional, workmanlike manner, consistent with the prevailing information technology and business standards. Supplier further warrants that it perform the Service with adequate numbers of trained, experienced and qualified personnel. Supplier warrants that its personnel will comply with all immigration Laws and otherwise may legally work and be paid in the jurisdictions where Services are performed.

10.2.6 Compliance with Laws.

Supplier warrants that it complies with all Laws relevant to its performance under this Agreement and to Pundit's business and it will obtain and maintain all applicable permits and licenses.

10.2.7 No Conflicting Obligations.

Supplier warrants that it has no agreement, understanding, or relationship with any third party that conflicts with this Agreement. This includes any assignment agreement to any person or entity to assign inventions, trademarks, copyrights, ideas or other intellectual property.

10.2.8 Inducements.

Supplier warrants that it has not violated any applicable Laws or any Pundit policies about offering unlawful inducements relevant to this Agreement. Pundit may immediately terminate this Agreement for cause without giving an opportunity to cure if Pundit determines that this warranty is inaccurate, in addition to any other Pundit rights at law or in equity.

10.2.9 Efficiency and Cost-Effectiveness.

Supplier warrants that it will provide the Services in the most cost-effective manner consistent with the required level of quality and performance and it will efficiently use the resources or services necessary to provide the Services.

10.2.10 Technology.

Supplier warrants that it will provide the Services using proven, current technology that will give Pundit a technological advantage in its industry and support Pundit's market competitiveness.

10.2.11 Viruses.

Supplier warrants that it will use its best efforts to keep the Software Deliverables and Pundit systems free from Viruses. Supplier will use its best efforts, at no additional charge, to reduce the effects of any Virus introduced into the Software Deliverables or Pundit systems by Supplier or its agents and Supplier will mitigate and restore any loss of operational efficiency or loss of data.

10.2.12 Disabling Code.

Supplier warrants that it will not insert any code into the Software Deliverables or Pundit systems which may disable or otherwise shut down any portion of the Software Deliverables or Pundit systems unless Pundit agrees in writing, in advance. Supplier will not implement any disabling code in the Software Deliverables at any time, including the expiration or termination of this Agreement for any reason, without Pundit's prior written consent.

10.2.13 Additional Warranties.

Deliverables will also be subject to other warranties specified in any SOW ("Additional Warranties"). If the SOWs do not include Additional Warranties, the representations and warranties in this Article will apply to all Deliverables.

10.2.14 Disclaimer.

Neither Party provides any express warranties or implied warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose other than as provided in this Agreement or any Statement of Work.

10.3 Remedies.

Supplier will take all necessary or appropriate actions to correct any failure to fulfill the warranties of this Article, at no cost to Pundit, without limiting any of other Pundit's rights under this Agreement.

11. AUDITS AND RECORD RETENTION.

11.1 Audit Rights.

Supplier will maintain a complete audit trail of all Agreement transactions. Supplier will provide reasonable access to Supplier facilities, to Supplier personnel, and to the data and Records relating to the Services to Pundit, its internal audit staff or other auditors, and other Pundit representatives designated in writing, to perform audits and to review Supplier's performance of its Agreement obligations, including:

- (a) to verify any Supplier or its subcontractors invoices, payments, or claims related to this Agreement;
- (b) to verify the Pundit Data integrity and inspect the systems that process or store that data;
- (c) to review Supplier's disaster recovery planning and testing, business

resumption and continuity planning and testing, contingency arrangements and insurance coverage;

- (d) to review Supplier's Services-related practices and procedures, systems and information, quality assurance, any processes related to Pundit's regulatory requirements; and any other of Pundit's reasonable requests; and
- (e) information needed by Pundit to secure adequate tax, expense, depreciation, regulatory compliance and similar.

Supplier cooperation on these audits will include installing audit Software, directly or by Pundit. Pundit will have the right to verify Supplier's data security access procedures by entering Supplier's premises unannounced, during normal business hours, following Supplier's reasonable site security guidelines.

Pundit will conduct an exit conference with Supplier after an audit or examination to obtain factual concurrence with issues identified. This exit conference will be conducted by Pundit's external auditors or examiners, or by Pundit personnel in the case of an internal audit.

Supplier will promptly implement any audit recommendations required to comply with regulatory requirements applicable to Supplier's or Pundit's business.

The Parties will meet promptly to review each audit report to agree on the response to the changes in the audit report. The Parties will develop operating procedures to share audit and regulatory findings of either Party related to Supplier's operating practices and procedures.

11.2 Records Retention.

Supplier will maintain and allow Pundit to access the Records until the later of all pending matters relating to this Agreement, including disputes, are closed, or four years after the termination or expiration of this Agreement or other period extended by regulatory requirements or Pundit's records retention policy.

12. INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY.

12.1 Insurance and Risk of Loss.

12.1.1 Insurance Coverage.

Supplier will maintain the following coverages during the Term:

- (a) Workers' Compensation Insurance which complies with applicable Laws, but not less than \$1,000,000 per occurrence;
- (b) Comprehensive general liability insurance, including Products, Completed Operations Liability and Personal Injury, Contractual Liability and Broad Form Property Damage Liability with a minimum combined single limit of \$1,000,000 per occurrence;

- (c) Commercial automobile liability insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage;
- (d) Electronic Data Processing All Risk Property Insurance on equipment, data, media, valuable papers, including extra expense coverage, with a minimum limit which covers these risks on a replacement cost basis;
- (e) Employee Dishonesty and Computer Fraud Coverage in a minimum amount of \$10,000,000;
- (f) Errors and Omissions Insurance with a limit of liability of at least \$10,000,000; and
- (g) Umbrella Liability Insurance in a minimum amount of \$10,000,000 in excess of the coverage amounts set forth in Sections 12.1.1(a), 12.1.1(b) and 12.1.1(c).

12.1.2 Insurance Provisions.

- (a) Supplier will name Pundit and its Affiliates as additional insured parties on the Section 12.1.1 insurance policies, except for the policy required by Section 12.1.1(f).
- (b) The insurance policies required under Section 12.1.1 will be primary and non-contributing with respect to any other Pundit insurance or self insurance.
- (c) All Section 12.1.1 insurance coverage will include a waiver of subrogation and a waiver of any insured-versus-insured exclusion regarding Pundit.
- (d) Supplier's insurers will issue to Pundit certificates of insurance verifying that the Agreement coverages and policy endorsements remain in force. Pundit must be given at least ten days' written notice before any policies' material modification, cancellation or non-renewal.
- (e) Supplier insurers must have an A.M. Best rating of A or better with a financial size category of at least Class VII.
- (f) Supplier will require any of its subcontractors maintain the same insurance coverages of this Article or are endorsed as additional insureds on all required Supplier coverages.

12.1.3 Risk of Loss.

Each Party will be liable for the loss or damage to any Equipment, Software, Deliverables or other materials which it possesses or controls.

12.2 Indemnification.

12.2.1 Indemnification by Supplier.

Supplier will indemnify, defend and hold harmless Pundit, its Affiliates and their officers, directors, employees, agents, successors and assigns, from any actual or threatened costs, damages, losses or judgments, including all legal expenses ("Losses") caused by or

alleged as caused by any of the following:

- (a) Supplier's representation or warranty of this Agreement which is inaccurate, false or breached;
- (b) Supplier's failure to perform its third party Software license agreement or service contract obligations;
- (c) Supplier's breach of its Pundit Confidential Information or Pundit Data obligations;
- (d) Supplier or its contractor's failure to comply with any applicable Laws or maintain insurance which causes a claim against the Supplier;
- (e) any claims of a patent, trade secret, copyright or other proprietary right infringement which are alleged as caused by Supplier's performance of the Services or provision of Deliverables, Software, or Equipment;
- (f) any Supplier act or omission which results in unauthorized access into any Pundit systems, networks, data or other technology;
- (g) any Supplier act or omission which by Law imposes on Pundit a fine, penalty or cost of any type;
- (h) any costs to Pundit which are, in fact, Supplier's obligations stated in Section 3.2 or Section 5.6; and
- (i) any Supplier facility inadequacy or failure of the physical and data security controls used to provide the Services.

12.2.2 Mutual Indemnification.

Each Party will indemnify, defend and hold harmless the other Party, its Affiliates and their officers, directors, employees, agents, successors and assigns from all Losses or threatened Losses, real or alleged, which derive from, in any manner, the following:

- (a) Indemnitor's tortious conduct which causes the death or bodily injury of any person;
- (b) Indemnitor's tortious conduct which causes the damage, loss or destruction of any real or tangible personal property; and
- (c) Indemnitor's act or omission, in its capacity as an employer, which causes any claim, cause of action, or other proceeding asserted against the Indemnitee.

12.3 Infringement.

- (a) Supplier will, at its own expense, use commercially reasonable efforts to secure the rights to continue use any Deliverable or item which Supplier uses to provide the Services (or replace or modify the Deliverable or item) which becomes, or is likely to become, the subject of any infringement or misappropriation proceeding

to make it non-infringing. The replacement or modification must not degrade the Services' or Deliverables' performance or quality.

- (b) Pundit will have the other rights under this Agreement and Supplier will also indemnify Pundit as required by Section 12.2.
- (c) If Supplier cannot accomplish either of its section (a) or (b) obligations, and only in these circumstances, Supplier will remove the item. Agreement Payments will be adjusted for this removal and Pundit will be entitled to a refund for the removed Services or Deliverables.

12.4 Indemnity Procedures.

12.4.1 The Indemnitee must promptly notify Indemnitor in writing of any claims or Losses which may be subject to any Indemnitor's indemnity obligations.

12.4.2 The Indemnitor will be relieved of its defense and indemnity obligations only to the extent of any prejudice of the defense of the Losses by any notice delay.

12.4.3 If Indemnitor acknowledges its indemnification obligation and elects to assume control of the defense and settlement of the claims or Losses (a "Notice of Election"), Indemnitor will notify Indemnitee in writing within 15 days following receipt of written notice from Indemnitee, but at least ten days before the date on which any response to a complaint or summons is due.

12.4.4 If Indemnitor delivers a Notice of Election, Indemnitor will have the sole right to conduct the defense of any claims or Losses and all negotiations, except that:

- (a) Indemnitor will not agree to any compromise or settlement that creates any Indemnitee's liability or obligation, legal or equitable, without the Indemnitee's prior written consent;
- (b) a compromise or settlement must, by its terms, completely release Indemnitee from liability; and
- (c) Indemnitee retains the right to obtain counsel at its own expense and assist in any claim defense. The Indemnitee also retains the right to the reasonable approval of any Indemnitor's counsel.

12.4.5 If Indemnitor does not deliver a Notice of Election required by Section 12.4.1 or fails to acknowledge its indemnification obligation after receiving notice of any Losses, Indemnitee may, without further notice to Indemnitor, defend, negotiate or settle the Losses. The Indemnitor will reimburse Indemnitee for all Losses' defense costs and expenses, including any judgment or award.

12.5 Liability.

12.5.1 Damages.

- (a) Each Party will be liable to the other Party for all damages incurred by the non-breaching Party resulting from the breaching Party's failure to

perform its Agreement obligations, subject to Section 12.5.2.

- (b) A Party will not be liable for indirect, consequential, exemplary, punitive or special damages, whether in contract or in tort (including breach of warranty, negligence and strict liability in tort), even if such Party has been advised of the possibility of such damages in advance, except as stated in section 12.5.2.

12.5.2 Exceptions to Limitation of Liability.

Section 12.5.1 limitations will not apply to damages resulting from: (a) a Party's willful misconduct or gross negligence; (b) indemnification claims under this Agreement; (c) a Party's breach of its Agreement confidentiality obligation or (d) Supplier's wrongful termination of this Agreement or the abandonment of its Agreement obligations.

13. GENERAL PROVISIONS.

13.1 Governing Law and Jurisdiction.

This Agreement and its performance will be governed by and construed according to the Laws of the state of California without regard to its choice of law principles. The Parties irrevocably and unconditionally consent to venue in Los Angeles County, California (and hereby waive any claims of *forum non conveniens* for this venue) and to the exclusive jurisdiction of competent California state courts or federal courts in the Central District of California for all litigation which brought related to the terms of, and the transactions and relationships under, this Agreement. The Parties further consent to the jurisdiction of any state court located within a district that encompasses assets of a Party against which a judgment has been rendered for the enforcement of such judgment against the assets of such Party.

13.2 Notices.

All notices, requests, consents, approvals, and other communications under this Agreement will be in writing and will be considered effective when sent by facsimile to the facsimile numbers listed below, or delivered in person by a Party, or by overnight courier to the addresses listed below, unless otherwise specified in this Agreement. A Party will also send a notice by U.S. mail or overnight courier on the same date to the address specified below if the Party gives notice by facsimile:

To Pundit:

For Invoices and Accounting:
PUNDIT CORPORATION
10000 Riverside Avenue
Los Angeles, California 91602
Attention: Accounting

For Contractual matters:
PUNDIT CORPORATION
10000 Riverside Avenue

Los Angeles, California 91602
Attention: Contracts

To Supplier:

For Contractual matters: **[TBD]**

For Invoices and Accounting: **[TBD]**

Notices will be considered as received (a) on the date of a delivery if a personal delivery, (b) on the business day following a dispatch by overnight courier, (c) on the third business day following a mailing, and (d) when the Party receiving a facsimile confirms receipt of the communication. Either Party may change this Section's address or facsimile number by giving the other Party 10 days' notice of the new address or facsimile number and the effective date for the change.

13.3 Force Majeure.

- 13.3.1** Neither Party will be liable for any default or delay in the performance of its Agreement obligations if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, civil disorders, or any other cause beyond the reasonable control of a Party ("Force Majeure Event").
- 13.3.2** A Force Majeure Event occurs only if the non-performing Party has no responsibility for the default or delay, if reasonable precautions could not prevent the default or delay or if the non-performing Party could not reasonably avoid the default or delay by using of alternate sources, workaround plans or similar methods.
- 13.3.3** A Force Majeure Event will excuse non-performing Party from further performance or observance of the affected obligation(s) as long as the Force Majeure circumstances continue and the non-performing Party uses commercially reasonable efforts to resume Agreement obligations to the extent possible without delay.
- 13.3.4** A Force Majeure delayed Party must notify the other Party by telephone, confirmed in writing within two days of the delay, and give a reasonably detailed description of delay circumstances.
- 13.3.5** If any Force Majeure Event delays Supplier's performance of Services for more than two consecutive days for functions which Pundit considers as critical, Pundit has the right to procure alternate Services, and Supplier will be liable for costs of the alternate Services during the performance delay, or Pundit may terminate any affected part of the Agreement so and Payments will be equitably adjusted to reflect the terminated Services; or Pundit may sent a written termination notice to Supplier and relieve Supplier of further Agreement liability.

13.3.6 Pundit will not have any Payment responsibility for Services which are not provided by Supplier because of a Force Majeure Event. Pundit will not have any Payment responsibility for Supplier costs or expenses incurred because of any Force Majeure Event.

13.4 Savings Clause.

Supplier's may not terminate the Agreement if Pundit fails to perform any Agreement responsibilities, except as permitted by Section 4.2.2. Supplier may be excused from its Agreement obligations if a Pundit action results in a Supplier nonperformance, Supplier notifies Pundit of the nonperformance, and Supplier makes a commercially reasonable effort to perform in spite of Pundit's failure to perform. Pundit will reimburse Supplier for additional expenses caused by its performance effort.

13.5 Use of Pundit Marks; Publicity.

13.5.1 Pundit Marks.

Supplier will not have any right to use the Pundit, its Affiliates, names, logos, symbols, trade identities and any other trademarks (collectively, the "Pundit Marks") without written approval in advance for each use. Supplier will not attempt to directly or indirectly obtain, or attempt to obtain, any right, title or interest in or to Pundit Marks at any time. Pundit may withdraw Supplier's permission to use the Pundit Marks at any time by written notice to Supplier.

13.5.2 Publicity.

Each Party will (a) submit to the other all advertising, sales promotions, press releases and other publicity matters relating to this Agreement in which the other Party's name or trademark is mentioned or which contains language from which the connection of said name or trademark may be inferred or implied, and (b) not publish or use such advertising, sales promotions, press releases or publicity matters without the other Party's consent, which consent the other Party may withhold in its sole discretion.

13.6 Assignment

13.6.1 Neither Party will assign this Agreement or its Agreement rights or obligations without the consent of the other Party except stated in Section 7.2. However Pundit may assign this Agreement without such consent to an Affiliate or if there is a reorganization or change in Control of Pundit.

13.6.2 Pundit will be relieved from any Agreement obligation or liability if there is an Agreement assignment to an Affiliate or because of a Pundit reorganization or change in Control.

13.6.3 A Party's consent to any Agreement assignment will not be a Party's consent to further assignment.

13.6.4 This Agreement will be binding on the Parties and their respective successors and permitted assigns.

13.6.5 Pundit may assign this Agreement to an Outsourcer by written notice to Supplier.

13.6.6 Any assignment in contravention of this subsection will be void.

13.7 Negotiated Terms.

The Parties acknowledge this entire Agreement is the result of negotiations between the Parties and this Agreement will not be construed in favor or against any Party because of the degree to which a Party or its professional advisors participated in the negotiations.

13.8 Export Control.

The Parties acknowledge that the laws and regulations of the United States and other countries provide for export controls which may apply to the Software and transactions required by this Agreement. The Parties will fully comply with these export laws and regulations and will not export or re-export any item or undertake any transaction which violates these export laws and regulations. Supplier will be responsible for all processes required to comply with the export laws if items are exported or imported.

13.9 Consents and Approvals.

Each Party will make only reasonable requests under this Agreement and will not unreasonably withhold or delay any consents or approvals required by the other Part except as specifically stated in this Agreement.

13.10 Waiver.

All waivers must be properly authorized and in writing. No single waiver of any breach or covenant will be a waiver of any other breach or any covenant. A Party has no timely duty to exercise any Agreement right or power; the failure to invoke the right or power will not affect the right or power or be considered as a waiver of the right or power.

13.11 Cumulative Remedies.

The rights and remedies in this Agreement are cumulative and do not exclude either Parties' rights or remedies in law, in equity or otherwise, unless the Agreement states otherwise.

13.12 Headings.

The Agreement headings have been placed only for convenience and reference and do not define the Agreement scope or content, the interpretation of any Agreement provision or any document referenced in this Agreement.

13.13 Survival.

The provisions of Section 6.5, Section 7.2, Article 8, Section 9.3, Section 5.6 through Section 5.7, Article 10, Article 11, Article 12, Section 10.2, Article 14, Article 16, Section 13.3, Article 18 and Article 19, and any other Agreement provision that contemplates performance or observance after the Agreement termination or expiration will survive Agreement termination or expiration and continue in full force and effect.

13.14 Severability.

If any provision of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of this Agreement will continue in full force and effect.

13.15 Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be considered an original, but all of which taken together will constitute one single agreement between the Parties.

13.16 Ethical Conduct.

Supplier will not hire any person who is a Pundit employee during the Term. Supplier will not make any compensation of any type or favor (with gifts, entertainment or services or goods sold at less than full market value) any Pundit employee or any employee designee. This Supplier obligation is binding upon Supplier’s agents, subcontractors and representatives. Supplier will insert this provision in each contract with its agents, subcontractors and representatives.

13.17 Entire Agreement.

This Agreement and all SOWs constitutes the entire Agreement between Pundit and Supplier related to this subject matter and supersedes all proposals, oral and written, between the Parties on this subject matter. This Agreement may only be modified or amended by a written agreement signed by an authorized representative of each Party.

Both Pundit and Supplier have signed this Agreement to be effective as of the date first stated above.

PUNDIT CORPORATION

SUPPLIER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1

TEMPLATE STATEMENT OF WORK

This SOW (“SOW”) is effective on [DATE], (the “SOW Effective Date”) and is entered into under the Master Services Agreement (“Agreement”) between Pundit Corporation (“Pundit”) and [SUPPLIER] (“Supplier”) dated [DATE OF AGREEMENT]. The terms and conditions of the Agreement apply to this SOW. Any Capitalized terms not defined in this SOW will have the same meanings of the Agreement.

1. PROJECT DESCRIPTION

1.1 Project Service: This SOW is for the _____ Project (“Project”).

1.2 Effective Date: _____

1.3 SOW Term: _____

2. SERVICES

2.1 Scope of Project; Services.

[This Section should describe in specific detail Supplier’s SOW obligations.]

2.2 General.

Supplier will perform the Services, functions and responsibilities and provide the Deliverables described in this SOW, according to the terms of the Agreement and this SOW. Additionally, this SOW may describe Deliverables’ performance capabilities, functional requirements and other specifications and standards. Supplier will provide all facilities, personnel and other resources necessary for the Services unless otherwise stated in this SOW.

3. DELIVERABLES AND ACCEPTANCE TESTING

[Complete these tables with a description of Deliverables and Milestones. Include the Software Acceptance Criteria and the Document Deliverable Requirements.]

3.1 Document Deliverables

<u>Deliverable</u>	<u>Document Deliverable Requirements</u>	<u>Milestone Date</u>

3.2 Software Deliverables

<u>Deliverable</u>	<u>Software Deliverable Acceptance Criteria</u>	<u>Milestone Date</u>

4. PROJECT REQUIREMENTS

Specify:

Applicable Project functional requirements, Operating Environmens and other specifications and standards.

5. DELIVERABLE SPECIFICATIONS

Specify:

Deliverable performance capabilities;

functional requirements;

Other specifications and standards

6. SERVICE LEVELS

State the applicable Services service levels

7. ADDITIONAL WARRANTIES

State any applicable additional Services or Deliverables warranties

8. PROJECT TRACKING AND OVERSIGHT

Meetings:	<i>include frequency, a description of the agenda and the Supplier and Pundit personnel required to attend</i>
Reports:	<i>include reporting requirements and the frequency of delivery of the reports (e.g., daily, weekly, on Pundit’s request)</i>

9. PUNDIT RESPONSIBILITIES.

9.1 Pundit will:

[This Section should describe in specific detail Pundit’s SOW responsibilities.]

9.2 PUNDIT FACILITIES

Pundit will provide Supplier the following Pundit Facilities:

[Enter work space, computer equipment, furnishings, office equipment and telephone access details provided by Pundit to Supplier for this SOW.]

9.3 Location where Services are to be provided:

PUNDIT CORPORATION

10000 Riverside Avenue
Los Angeles, California 91602

10. KEY PERSONNEL:

10.1 Supplier Personnel

The Supplier's Project Manager on the Project is _____. In addition, _____, _____ and _____ are Supplier's Key Personnel. Other personnel may be added if approved by Pundit if required by the Project.

[Add this Continuity clause if payments are made as T&M or NTE]

10.2 Continuity of Personnel.

If any Supplier personnel are removed from performing Services for any reason and if Pundit does not terminate the applicable SOW, the following applies:

If Supplier diverts or reassigns its personnel to perform other services, or Supplier otherwise removes any personnel from performing Services, Supplier will supply immediate replacements. If replacements are not immediately available, Supplier will reimburse Pundit for lost time to the Services until a replacement is found. The reimbursement amount will be equal to the same fees per day that the Supplier charged for the diverted personnel; and

Supplier will replace personnel leaving a SOW for any other reason in a commercially reasonable period of time, not more than five (5) business days. C

Replacement Personnel. Pundit has the right to approve any replacement personnel. Supplier will not invoice for replacement personnel until the replacement Personnel are familiar with the Project and can, as mutually agreed, perform at a comparable level to the replaced Personnel. The non-billed time period will not be less than one working day for each replacement Personnel.

10.3 Permitted Subcontractors:

_____.

10.4 Pundit Project Manager:

The Pundit Project Manager ("Pundit Project Manager") for this Project is _____.

11. PRICING

11.1 Payments.

Payments for this SOW's Services will be made as follows:

[Note: Select only one charging method.]

Fixed Price.

Supplier will complete the SOW Services and Deliverables, through Pundit's final

Acceptance, for a fixed Fee of \$[TBD]. This Fee includes all incurred Supplier expenses of any type unless reimbursement for these expenses is authorized in this SOW. Supplier may only invoice for the Fee when Pundit issues the final Acceptance of all Services and Deliverables. The purchase order for this SOW itemizes \$_____ for the Services and Deliverables and \$_____ for expenses, for a total amount of \$_____.

Milestone-Based Payments.

Supplier will complete the SOW Services and Deliverables, through Pundit’s final Acceptance, for an aggregate Fee equal to \$[TBD]. This Fee will include all incidental charges, expenses, or fees, and any additional resources required by Supplier to complete the Services described in this SOW, unless specifically stated otherwise in this SOW. This Fee will be payable in Milestone installments stated below. Supplier will invoice for each Milestone installment when the following Milestones are completed:

[Include Deliverables Milestones and Payments from Section 3]

<u>Deliverable</u>	<u>Milestone Date</u>	<u>Payment</u>

The purchase order for this SOW itemizes \$_____ for the Services and Deliverables and \$_____ for expenses, for a total amount of \$_____.

Not-To-Exceed Payment.

Supplier will charge for the Services described in this SOW on a time-and-materials basis at the rate(s) specified below, Not-to-Exceed an total charge of \$[TBD] (the “Allocation”). The Payments for SOW Services will be calculated by multiplying the specified Unit Rate for each Supplier resource assigned to perform the Services by the total hours worked by that Supplier resource during each month of the term of this SOW. Supplier resources and unit rates for this SOW are in the following table:

<u>Supplier Resource</u>	<u>Role</u>	<u>Unit Rate</u>	<u>Hours</u>	<u>Charges</u>

The purchase order for this SOW itemizes \$_____ for the Services and Deliverables and \$_____ for expenses, for a total amount of \$_____ (the "Allocation").

Time and Materials Payment.

Supplier will charge for the SOW Services on a time-and-materials basis at the rate(s) specified below. The SOW Services Payments will be calculated monthly by multiplying the Unit Rate for each Supplier Resource by the Resource’s total monthly hours. Supplier resources and unit rates for this SOW are in the following table:

<u>Supplier Resource</u>	<u>Role</u>	<u>Unit Rate</u>	<u>Hours</u>	<u>Charges</u>

The purchase order for this SOW itemizes \$_____ for the Services and Deliverables and \$_____ for expenses, for a total amount of \$_____ (the "Allocation").

The following clause below applies to both T&M and NTE pricing.

Supplier will confirm that the remaining Allocation funds are sufficient to complete the Services (the “Supplier Review”) when the invoiced Payments reach 80% of the Allocation. Supplier will notify Pundit if the Supplier Review forecasts that Allocation funds are not sufficient to complete the Services. Pundit may either terminate this SOW when Allocation funds are exhausted or increase the Allocation funds to cover the remaining SOW services. Pundit will provide a revised purchase order to document the Allocation increase.

11.2 (Optional) Expenses.

Supplier will bear all of its own expenses incurred in connection with the SOW Services.

Both Pundit and Supplier have signed this Agreement to be effective as of the date first stated above.

PUNDIT CORPORATION

[SUPPLIER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

AGREEMENT DEFINITIONS

<u>Term</u>	<u>Definition</u>
“Acceptance Criteria”	means criteria or testing procedures for a Deliverable.
“Acceptance”	means Pundit’s procedures and criteria to verify Deliverables compliance with SOW requirements.
“Affiliate”	means any person or entity Controlling, Controlled by or under common Control with a specified person or entity.
“Agreement”	means this Master Services Agreement and all attached SOWs and other Exhibits.
“Change Control Procedures”	means a document which describes the change control procedures for Software or systems.
“Control” and its derivatives	means the legal, beneficial, or equitable ownership, directly or indirectly, of 50 percent or more of the capital stock of any entity (or other ownership interest, if not a corporation) which has voting rights, or the effective control of the activities of the entity regardless of the percentage of ownership.
“Deliverables”	means a product or item specified in the Agreement for delivery to Pundit.
“Document Deliverable”	means any Deliverable that is a document.
“Documentation”	means all Supplier materials that describe the functions and use of the Software, such as specifications, technical manuals, user manuals, or file descriptions.
“Indemnitee”	means the Party seeking indemnification.
“Indemnitor”	means the Party with an obligation to hold the other Party harmless from any loss or expense it may incur.
“Independent IP”	means Supplier’s patent, copyright, and other proprietary rights in all information systems and technology, Software, processes, efforts and methods, forms, procedures, data formats, data gathering and retrieval systems and methods, program names, designs and manuals and other proprietary or copyrighted material which exist prior to the Effective Date.
“Key Supplier Position”	means all Supplier personnel performing Services under a SOW designated as “key”.
“Milestone”	means specific dates that the Deliverables will be completed and delivered to Pundit.
“Pundit Data”	means all Pundit-owned information, including Confidential Information, and any Software, documentation, analytics, data and other materials which Supplier has obtained by any means.
“Pundit Software”	means Software owned by or licensed to Pundit outside the terms of this Agreement.

“Pundit”	means Pundit Corporation.
“Required Consent”	means any third-party consent required in order for Party to use a resource licensed to the other Party
“Records”	means all electronic and paper documents created in the course of conducting business.
“Services”	means Supplier’s services, functions and responsibilities listed in this Agreement and each SOW.
“Software Deliverable”	means a software program(s) and other materials provided by Supplier and listed in the relevant SOW.
“Software”	means the object code, with all updates, of a applications program, operating system, computer language, utility or other computer program, in any form.
“Supplier DRP”	is the Supplier Disaster Recovery Plan
“Supplier Software”	means Supplier owned or licensed Software used for the Services.
“Supplier”	Is the entity designated in the preamble to this Agreement.
“Use”	means the right to load, execute, store, transmit, display, copy, maintain, modify, and enhance Software.
“Virus”	means software or code that is secretly introduced into a system in order to corrupt it or destroy data.

EXHIBIT C
PUNDIT TRAVEL POLICY

EXHIBIT D
CHANGE REQUEST FORM

Change Request Number: _____
Date Received: _____
Recorded By: _____
REQUESTER:
Change Requester: _____
Phone Number: _____
Email Address: _____

CHANGE:

Title: _____
Topic: _____
Agreement/SOW Reference: _____
Change Date Initiated: _____
Details Attached? Yes No
Priority: Low Medium High
Assigned Owner: _____
Requested Start Date: _____
Due Date: _____
Description of Change: _____

Proposed Change Need: Problem/Error/Non-conformance
 Improvement/Enhancement
 Change in Environment
 Other _____

Implications of not Making the Change: _____

Documents and Deliverables Requiring Update:

- Contract Agreement
- Change Management Procedure(s)
- Functional Specification
- Payment Schedule
- Statement of Work
- Asset Management Repository or Documentation
- Other _____

Investigation Status:

- Proposed
- Under Investigation
- Rejected

ASSESSMENT:

Estimate of Impact:

- Minimal
- Moderate
- Major, Estimated Cost to Implement: _____

Estimated Time to Implement:

Immediate Resolution:

- Yes
- No
- Modification Required

Comments:

DECISION:

Review Date:

- Approved
- Approved, Modified
- Rejected

Deferred Until:

Reason:

APPROVAL:

Pundit Program Manager: _____ Date: _____

Supplier Program Manager: _____ Date: _____

Exhibit D - Change Request Form