

Service terms

1. PROCEDURE

The Statement of Work (“SOW”) shall define items to be furnished by Client to ANCILE including without limitation facilities, office space, services, personnel, supplies and equipment, which are necessary in order for ANCILE to develop and provide the Services. Unless specified in a SOW or a software license agreement, ANCILE is not responsible for the provision of any software, hardware or third-party operating systems required or desirable in connection with the Services.

Any use by Client of work produced by ANCILE will be deemed a final acceptance of that particular deliverable by Client. Unless Client notifies ANCILE in writing to the contrary, all training services are deemed accepted at the conclusion of the week in which they are delivered.

2. PAYMENTS AND TAXES

Fees. Unless otherwise specified in the applicable SOW, all Services shall be provided on a time and materials basis at ANCILE’s then current fees and charges therefor.

Expenses. All expenses and costs, including travel and meals incurred by ANCILE in the performance of Services shall be charged to Client as specified in the SOW.

Invoices. Client agrees to pay all invoiced amounts in connection with performing the Services, and other payments due under this Agreement and any SOW within thirty (30) days of the date of invoice. Client agrees to pay interest at the rate of 1.5% per month (or, if less, the maximum amount permitted under applicable law) for all amounts not paid within thirty (30) days from the date of invoice.

Taxes. In addition to all charges specified in this Agreement and the SOW, Client shall pay or reimburse ANCILE for all federal, state, local, VAT or other taxes, including, but not limited to, sales, use, excise and property taxes, or amounts levied in lieu thereof, based on charges set forth in this Agreement or the SOW; provided, that Client shall have no responsibility for taxes

imposed on ANCILE’s net income by any taxing authority. If Client is tax exempt, Client must provide a valid tax exemption certificate from the relevant tax authority.

3. PROPRIETARY RIGHTS

The parties agree that “Work Product” shall be defined as the tangible reports, studies, manuals, charts, diagrams and other tangible deliverables that have been created by ANCILE for Client under a SOW to this Agreement. ANCILE hereby grants to Client a non-exclusive right and license to use, distribute and reproduce any ANCILE Property (as defined below) in connection with Client’s use of the Work Product as it deems desirable for its internal business purposes. Any commercial resale or other distribution of the Work Product shall require the prior written agreement of ANCILE on terms and conditions to be negotiated by the parties.

ANCILE shall retain ownership at all times of any and all concepts, inventions, methodologies, technologies, development tools, or other works provided to Client that existed or were known to ANCILE prior to the date of this Agreement and can be shown to exist prior to such date; or which are developed by ANCILE for use with its other customers in the general course of business (referred to herein as “ANCILE Property”).

4. CONFIDENTIALITY

The parties mutually agree to maintain the confidentiality of any Confidential Information during, or prior to entering into, this Agreement during the term of this Agreement and after the termination of this Agreement for a two-year period. Both parties agree not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. Client shall not disclose the Confidential Information to any third party and shall protect the secrecy of and avoid unsanctioned use of the Confidential Information to the same degree that it protects its own confidential information and in no event using less than reasonable care.

This Agreement imposes no obligation upon the parties with

respect to Confidential Information that: (a) was in the recipient's possession before receipt from the discloser; (b) is or becomes a matter of public knowledge through no fault or action of the recipient; (c) is rightfully received by the recipient from a third party without a duty of confidentiality; (d) is disclosed by the discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the recipient; (f) is disclosed under operation of law; or (g) is disclosed by the recipient with the discloser's prior written approval.

5. WARRANTIES

ANCILE warrants only that it will provide professional quality Services that conform to generally accepted industry standards and that the work provided to Client will be developed generally in accordance with the specifications described in the SOW. THE WARRANTIES PROVIDED IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY ANCILE AND ARE EXCLUSIVE AND IN LIEU OF ALL OTHER CONDITIONS, TERMS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

Client agrees that ANCILE's liability for damages of any nature, for any cause of action, whether in contract or in tort, arising directly or indirectly from use of the Services or from any action or omission of ANCILE under or pursuant to this Agreement (except if caused by ANCILE's gross negligence or willful misconduct) shall be limited to, and in no event shall exceed, the aggregate fees paid by Client to ANCILE pursuant to the SOW giving rise to such damages. This is ANCILE's complete and entire liability to Client, its assignees and any related entities with respect to the Services and its use in practice by Client.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF THE OTHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

The limitations of liability provided in this Section shall not apply to a party's breach of its obligations under Section 3 and Section 4 of this Agreement.

7. MISCELLANEOUS

Force Majeure. Except for Client's obligation to pay ANCILE, neither party shall be liable for any delays or failure to perform its obligations if such delay or failure is due to causes outside its reasonable control, including but not limited to Acts of God, wars, riots, strikes, fires, acts of terrorism, or government restrictions.

Relationship Of The Parties. The relationship of the parties shall at all times be one of independent contractor. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement or by access to or use of the Services.

Waiver. The failure of one party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

Modifications. No change or modification of any of the terms or conditions of this Agreement shall be valid or binding unless approved by ANCILE. ANCILE reserves the right to change the ANCILE Services Terms and Conditions from time to time.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

Conflicts. In the event of a conflict between the SOW and these Services Terms and Conditions, the express terms and conditions of the SOW shall prevail. Language. The language of this Agreement is US English.

Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State and Country where ANCILE is located, without regard to its conflicts of laws or the United Nations Convention on the International Sale of Goods.

Assignment. Client agrees that ANCILE or its affiliates may assign any rights or claims against Client to any other ANCILE affiliate and/or empower any ANCILE affiliate to bring any claims against Client on its behalf. Client agrees to all such assignments.