ITSX LTD
Standard Terms and Conditions for Advisory Services

1. Services. It is understood and agreed that ITSX LTD and its subsidiaries ("ITSX") services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. References herein to Client shall refer to the addressee of the engagement letter, proposal or SOW to which these Standard Terms and Conditions are attached (the "Engagement Letter").

2. **Payment of Invoices**. Client agrees to pay properly submitted invoices within thirty (30) days of receipt of the invoice, or such other due date as may be indicated in the Engagement Letter. ITSX shall have the right to halt or terminate entirely its services under the Engagement Letter until payment is received on past due invoices. Late payments shall be subject to the lower of 1% monthly interest or the highest interest rate permitted by law. All fees, charges and other amounts payable to ITSX under the Engagement Letter do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Client's sole responsibility, excluding any applicable taxes based on ITSX's net income or taxes arising from the employment or independent contractor relationship between ITSX and its personnel.

3. **Term**. The engagement shall terminate upon the completion of ITSX's services under the Engagement Letter.

4. **Ownership**.

    (a) <u>ITSX Property and Client Intellectual Property</u>. ITSX, or its subcontractors and licensors, have created, acquired, owns or otherwise has rights in, and may, in connection with the performance of services under the Engagement Letter, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, tools, processes, know-how, and techniques, models, templates; software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the "ITSX Property"). ITSX retains all ownership rights in the ITSX Property created, acquired, owned, developed or derived solely by ITSX either prior to or as a result of the services provided under this Engagement Letter. Client shall acquire no right or interest in such property, except for the license expressly granted in the next paragraph. In addition, ITSX shall be free to provide services of any kind to any other party as ITSX deems appropriate, and may use the ITSX Property to do so. ITSX acknowledges that ITSX Property shall not include any of Client's confidential information or Client's tangible or intangible property, including without limitation, patents, and other intellectual property rights, and ITSX shall have no ownership rights in such property. For clarification, Client is not obligated to license any of its patents or other intellectual rights under this Engagement Letter.

    (b) <u>Ownership of Deliverables</u>. Except for ITSX Property, and upon full and final payment to ITSX under the Engagement Letter, the tangible items specified as deliverables or work product in the Engagement Letter including any intellectual property rights appurtenant thereto (the "Deliverables") will become the property of Client. If any ITSX Property is contained in any of the Deliverables, ITSX hereby grants Client a royalty-free, paid-up, non-exclusive, perpetual license to use such ITSX Property in connection with Client's use of the Deliverables.

5. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. ITSX WARRANTS THAT IT WILL PERFORM SERVICES UNDER THE ENGAGEMENT LETTER IN GOOD FAITH, WITH QUALIFIED PERSONNEL IN A COMPETENT AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. ITSX DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR WILL MEET CLIENT'S REQUIREMENTS. ITSX DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Limitation on Damages**. Except for each party's indemnification obligations as set forth below, neither Client nor ITSX shall be liable to the other for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Engagement Letter for an aggregate amount in excess of the fees paid or owing to ITSX for services rendered by ITSX under the Engagement Letter in the twelve-month period before the claim arose. In no event, shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). ITSX shall have no liability with respect to the results of any audit or to payment request of any vendor of Client. Client shall be solely responsible for Client's deployment and use of its software assets. Client assumes sole responsibility for the information and results obtained from the use of the services, and for conclusions drawn from such use. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.

7. **Infringement**.

(a) ITSX hereby agrees to indemnify, hold harmless and defend Client from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party against Client to the extent such Liabilities result from the infringement by the Deliverables of any third party's patents issued as of the date of the Engagement Letter. The preceding indemnification provision shall not apply to any infringement arising out of the following:

(i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by ITSX or other than in accordance with Paragraph 8(b);

(ii) any alteration, modification or revision of the Deliverables not expressly agreed to in writing by ITSX; or

(iii) the combination of the Deliverables with materials not supplied or approved by ITSX.

(b) In case any of the Deliverables or any portion thereof is held, or in ITSX's reasonable opinion is likely to be held, in any such suit to constitute infringement, ITSX may, within a reasonable time, at its option either:

(i) secure for Client the right to continue the use of such infringing item; or

(ii) replace, at ITSX's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing.

In the event ITSX is, in its reasonable discretion, unable to perform either of options described in (i) or (ii) above, Client shall return the Deliverable to ITSX, and ITSX's sole liability shall be to refund to Client the amount paid to ITSX for such item; provided that the foregoing shall not be construed to limit ITSX's indemnification obligation set forth in Paragraph 7(a) above.

(c) The provisions of this Paragraph 7 state ITSX's entire liability and Client's sole and exclusive remedy with respect to any infringement or claim of infringement.

8. **Indemnification**.

(a) Each party agrees to indemnify, hold harmless and defend the other party from and against any and all Liabilities for physical injury to, or illness or death of, any person or persons regardless of status, and damage to or destruction of any tangible property, which the other party may sustain or incur, to the extent such Liabilities result from the negligence or wilful misconduct of the indemnifying party.

(b) Except as otherwise required by law, or as permitted by the Engagement Letter, Client acknowledges and agrees that any advice, recommendations, information or work product provided to Client by ITSX in connection with this engagement is for the confidential use of Client, may not be relied upon by any third party and Client will not disclose or permit access to such advice, recommendations, information or work product to any third party or summarize or refer to such advice, recommendations, information or work product or to ITSX's engagement under the Engagement Letter without, in each case, ITSX's prior written consent. In furtherance of the foregoing, Client will indemnify, defend and hold harmless ITSX from and against any and all Liabilities suffered by or asserted against ITSX in connection with a third party claim to the extent resulting from such party's use or possession of or reliance upon ITSX's advice, recommendations, information or work product as a result of Client's use or disclosure of such advice, recommendations, information or work product.

(c) The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall have the right to conduct the defence or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defence shall nonetheless have the right to participate in such defence at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages.

9. **Cooperation; Use of Information**.

(a) Client agrees to cooperate with ITSX in the performance of the services under the Engagement Letter and shall provide ITSX with timely access to and use of Client's personnel, facilities, equipment, data and information to the extent necessary for ITSX to perform the services under the Engagement Letter. Client shall provide ITSX with license entitlement information. The Engagement Letter may set forth additional obligations of Client in connection with this engagement. Client acknowledges that Client's failure to assign Client personnel having skills commensurate with their role with respect to this engagement could adversely affect ITSX's ability to provide the services under the Engagement Letter.

(b) Client acknowledges and agrees that ITSX may, in performing its obligations pursuant to this Agreement, use data, material, and other information furnished by Client without any independent investigation or verification and that ITSX shall be entitled to rely upon the accuracy and completeness of such information in performing the services under the Engagement Letter.

10. **Force Majeure**. Neither Client nor ITSX shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

11. **Limitation on Actions**. No action, regardless of form, arising out of or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party under the Engagement Letter.

12. **Independent Contractor**. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or shall be considered an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

13. **Confidentiality**.

(a) "Confidential Information" means all documents, software, reports, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party") in the course of performing the services under the Engagement Letter: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information or (iv) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.

(b) The Receiving Party will deliver to the Disclosing Party all Confidential Information of the Disclosing Party and all copies thereof when the Disclosing Party requests the same, except for one copy thereof that the Receiving Party may retain for its records. The Receiving Party shall not use, except in connection with its obligations under the Engagement Letter, or disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party's express, prior written permission; provided, however, that notwithstanding the foregoing, subject to Paragraph 13 (d), the Receiving Party may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order or to fulfill professional obligations and standards.

(c) Each party shall be deemed to have met its nondisclosure obligations under this Paragraph 13 as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information but in no event less than reasonable care, except to the extent that applicable law or professional standards impose a higher requirement.

(d) If the Receiving Party receives a subpoena, other validly issued administrative or judicial demand or has a professional obligation or standard requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall provide prompt written notice to the Disclosing Party of such requirement or demand in order to permit it to seek a protective order or otherwise intervene to protect its interests in the Confidential Information. Receiving Party shall provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection. So long as the Receiving Party gives prompt notice and fully cooperates, as provided herein, the Receiving Party shall be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter.

14. **No Solicitation.** During the term of the Engagement Letter and for a period of one year thereafter, each party agrees that such party will not, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party who are involved in the performance of the Engagement Letter without obtaining the prior written consent of the other party. Notwithstanding the foregoing, solicitation of either party's current employees or independent contractors by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. If consent is given by the non-hiring party, then the non-hiring party reserves the right to charge the hiring party a commission equal to basis salary paid or due for such individual's service for a period of 18 months. Such commission shall be paid 50% upon hiring and 50% within 90 days following the hiring date. This provision will survive the termination of the Engagement Letter for any reason by either party to the Engagement Letter.

15. **Survival**. The provisions of Paragraphs 1, 2, 4, 6, 7, 8, 11, 13, 14, 15, 17, 18, 19, 20(a), and 21 hereof shall survive the expiration or termination of this engagement.

16. **Assignment**. Neither party may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other party, such consent not to be unreasonably withheld.

17. **Severability**. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **Governing Law**. The Engagement Letter and these Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws provisions thereof.

19. **Alternative Dispute Resolution**.
(a) Any dispute or claim arising out of or relating to the Engagement Letter between the parties, the services provided thereunder, or any other services provided by or on behalf of ITSX or any of its subcontractors or agents to Client or at its request (including any dispute or claim involving any person or entity for whose benefit the services in question are or were provided) shall be resolved in accordance with the dispute resolution procedures set forth in Exhibit A attached hereto, which constitute the sole methodologies for the resolution of all such disputes. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction. Mediation, if selected, may take place at a location to be designated by the parties. Arbitration shall take place in San Jose, California. Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any

final award entered in arbitration, in any court of competent jurisdiction.
(b) Notwithstanding the agreement to such procedures, either party may seek injunctive relief to enforce its rights with respect to the use or protection of (i) its confidential or proprietary information or material or (ii) its names, trademarks, service marks or logos, solely in the courts in the United Kingdom. The parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes.

20. **Miscellaneous**.

(a) Except as otherwise set forth in the Engagement Letter, in accepting this engagement, Client acknowledges that completion of this engagement or acceptance of Deliverables resulting from this engagement will not constitute a basis for Client's assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (the "Act"). This engagement shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.

(b) ITSX may communicate with Client by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Client accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and agrees that it may rely only upon a final hardcopy version of a document or other communication that ITSX transmits to Client.

(c) ITSX may subcontract services to be performed under in the Engagement Letter. Notwithstanding this subsection, ITSX's use of subcontractors will not relieve ITSX of the responsibility for the subcontractor's performance, and ITSX's obligations and responsibilities assumed under the Engagement Letter will be made equally applicable to subcontractors.

(d) ITSX strives to optimize the experience of each customer. Periodically, a member of the customer experience team may send online surveys, emails, or initiate phone calls with the primary contact of the customer. These communications allow ITSX to receive candid feedback, recognize areas for improvement, and close gaps in performance. The collected customer experience information shall be used solely for understanding customer sentiment and DOES NOT subscribe the contact for newsletters, marketing messages, or other similar communications.

21. **Aggregated, Anonymized, Non-Identifiable Data.** Supplier may process certain data provided by or collected from Client in connection with the Services, including data generated by tools used by Supplier, for the purpose of generating aggregated, anonymized, non-identifiable data. Such data may be held, used and shared by Supplier for statistical and benchmarking purposes, and to improve Supplier's services, provided that the identity of Client or any of its employees or agents, or any data, information or content of Client is not disclosed and cannot be identified.

22. **Conflicts Check.** Prior to the start of each project, ITSX will perform an internal search for any potential conflicts with identified third parties and will promptly advise Client of conflicts of interest that could prevent ITSX from doing a compliance review of a particular third-party.

23. **Entire Agreement**. These terms, and the Engagement Letter including Exhibits hereto and thereto, constitute the entire agreement between ITSX and Client with respect to this engagement and supersede all other oral and written representation, understandings or agreements relating to this engagement.

Exhibit A
Dispute Resolution Procedures

The following procedures are the sole methodologies to be used to resolve any controversy or claim ("dispute"). If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

Mediation

Any party may request mediation of a dispute by providing a written Request for Mediation to the other party or parties. The mediator, as well as the time and place of the mediation, shall be selected by agreement of the parties. Absent any other agreement to the contrary, the parties agree to proceed in mediation using the CPR Mediation Procedures (Effective April 1, 1998), with the exception of paragraph 2 which shall not apply to any mediation conducted pursuant to this agreement. As provided in the CPR Mediation Procedures, the mediation shall be conducted as specified by the mediator and as agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

Arbitration

Arbitration shall be used to settle the following disputes: (1) any dispute not resolved by mediation 90 days after the issuance by one of the parties of a written Request for Mediation (or, if the parties have agreed to enter or extend the mediation, for such longer period as the parties may agree) or (2) any dispute in which a party declares, more than 30 days after receipt of a written Request for Mediation, mediation to be inappropriate to resolve that dispute and initiates a Request for Arbitration. Once commenced, the arbitration will be conducted either (1) in accordance with the procedures in this document and the Rules for Non-Administered Arbitration of the CPR Institute for Dispute Resolution ("CPR Arbitration Rules") as in effect on the date of the engagement letter or contract between the parties, or (2) in accordance with other rules and procedures as the parties may designate by mutual agreement. In the event of a conflict, the provisions of this document and the CPR Arbitration Rules will control.

The arbitration will be conducted before a panel of three arbitrators in the United Kingdom. If the parties are unable to agree on the composition of the arbitration panel, the parties shall follow the screened selection process provided in Section B, Rules 5, 6, 7, and 8 of the CPR Arbitration Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator shall be appointed unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitration panel shall issue its final award in writing. The panel shall have no power to award non-monetary or equitable relief of any sort. Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages, shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only as provided in the CPR Arbitration Rules. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The award reached as a result of the arbitration will be binding on the parties, and confirmation of the arbitration award may be sought in any court having jurisdiction.