MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement"), dated as of <Date> (the "Effective Date"), is made by and between <Client Name>, a <State> Corporation, with its principal office located at <Address> ("Client"), and **Forgeahead Solutions, Inc**, a Texas Corporation with its principal office located at 800 West El Camino Real, Suite 180, Mountain View, CA 94040, ("Provider").

WHEREAS, Client is developing software and Provider has specific software development, integration, testing and support experience, and

WHEREAS, Client is interested in working with the Provider

The parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS**. For purposes of this Agreement, each word or phrase listed below shall have the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used, and shall have the respective meaning there designated.

1.1 "**Acceptance Criteria**" means the criteria (the Specifications and other requirements) specifically set forth or incorporated by reference in a Work Schedule.

1.2 "**Affiliate**" means and includes any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means the ownership of, or the power to vote, at least fifty percent (50%) of the voting stock, shares or interests of an entity. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of this Agreement.

1.3 "**Agreement**" means the terms of this Master Services Agreement, together with the appendices and other exhibits attached hereto or incorporated herein by reference; provided, however, that for each particular Work Schedule, reference to "Agreement" shall be construed solely as a reference to this Agreement that arises as a result of the execution of the Work Schedule.

1.4 "**Defect**" means a defect, failure, malfunction, or nonconformity in a Deliverable that prevents the Deliverable from operating in accordance with the applicable Acceptance Criteria.

1.5 "**Deliverable(s)**" means the item(s) described on the applicable Work Schedule that is to be developed or prepared by Provider and furnished to Client.

1.6 "**Intellectual Property Rights**" means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

1.7 "**Party**" means either Provider or Client, individually as the context so requires; and **"Parties"** means Provider and Client, collectively.

1.8 "**Personnel**" means and includes a Party's or an Affiliate's directors, officers, employees, agents, auditors, consultants, and subcontractors.

1.9 "**Project**" means the particular project described on a Work Schedule.

1.10 "**Services**" means the services described on a Work Schedule that are to be furnished by Provider to Client.

1.11 "**Specifications**" means the description of the required features, functional, technical, and design specifications, and performance characteristics of the Deliverables agreed to by the Parties in the applicable Work Schedule, and all modifications to the foregoing that are made from time to time by written agreement of the Parties.

1.12 "**Work Schedule**" means a transactional document (which may be entitled "Work Schedule," "Work Order," "Statement of Work," or "Project Schedule" and in all such cases is intended to be considered a "Work Schedule" for all purposes under this Agreement) that is entered into pursuant to this Agreement by and between Provider and Client and describes the Services or Deliverables to be provided by Provider to Client.

2. SERVICES

2.1 Work Schedule. Work Schedules may be entered into under this Agreement by the Parties. A Work Schedule shall become effective only when duly signed by the Parties and shall continue in effect through the date of termination specified in the Work Schedule or, if not specified, the date the Services have been completed in accordance with the terms of the applicable Work Schedule or the Deliverables have been completed in accordance with the terms of the applicable Work Schedule. Each Work Schedule shall be act as an addendum to this Agreement and shall incorporate by reference the provisions of this Agreement as though such provisions were set forth therein in their entirety, and shall set forth: (i) a description of the Services or Deliverables to be furnished by Provider, (ii) the fees to be paid by Client for the Services or Deliverables, (iii) the applicable Acceptance Criteria, (iv) such additional terms and conditions as may be mutually agreed upon by Provider and Client. To the extent there are any conflicts or inconsistencies between this Agreement and any Work Schedule, the Work Schedule shall govern and control.

2.2 Acceptance Test. After a Deliverable has been furnished to Client, Client will be entitled to test the Deliverable to determine if it operates in accordance with, and otherwise conforms to, the Acceptance Criteria. Provider will provide (at no additional cost to Client) such assistance as Client may reasonably require to conduct the acceptance test. If the period or procedures for the acceptance test are not specified on the Work Schedule, then (i) Client will have fifteen (15) days from the date the Deliverable is received by Client to conduct the test (the "Testing Period"), and (ii) Client may use its own internal test procedures. A Deliverable shall be deemed to have been accepted at the end of the applicable Testing Period if Client does not notify Provider otherwise. Acceptance of a Deliverable shall not be deemed to constitute a waiver by Client of any rights it may have based on Provider's warranties.

2.3 Acceptance or Rejection. If Client determines that a Deliverable successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, Client will notify Provider that Client accepts the Deliverable. If Client determines that a Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then Client will provide Provider with a notice describing the Defect. Provider will have thirty (30) days (or such other period as may be set forth in the applicable Work Schedule) from the date it receives Client's notice of Defect to correct (at no additional cost to Client) the Deliverable. If Provider redelivers a Deliverable, then Client will be entitled to repeat the testing process. If (through no fault of Client) Provider fails to deliver, within such period, a Deliverable that conforms to the Acceptance Criteria, then Client may reject the Deliverable and terminate the applicable Work Schedule (in whole or in part) upon notice to Provider, without financial liability or obligation (for the portion terminated).

2.4 Project Completion. A Project shall be deemed to have been successfully completed only upon Client's acceptance of all Services or Deliverables, as specified in Sections 2.2 and 2.3 above, related to such Project.

2.5 Maintenance and Support. At Client's option, Provider will provide maintenance and support services (with escalation procedures) for additional compensation as mutually agreed.

3. PROJECT SCHEDULE; CHANGES

3.1 Project Schedule; Changes. Each Work Schedule will set forth the projected work effort and schedule applicable to the Services. All statements and agreements concerning time are good faith estimates based upon information available and circumstances existing at the time made, and each Work Schedule is subject to equitable adjustment upon any material change in such information or circumstances, the occurrence of an excusable delay (as provided for in Section 3.2 hereof) or upon modification of the scope, timing or level of work to be performed by Provider. Either Party will be entitled to propose changes. It is mutually acknowledged that any such change may affect the fees or charges payable to Provider and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Work Schedule is executed by the authorized representatives and delivered by both Parties.

3.2 Excusable Delays and Failures. Provider, or its subcontractors engaged to perform work hereunder, will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from causes beyond Provider's (or subcontractor's, as applicable) reasonable control. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. In order to avail itself of the relief provided in this Section for an excusable delay, Provider must use best efforts to remedy the cause of, or to mitigate or overcome, such delay or failure. Without limiting the generality of the foregoing, Client acknowledges that Client's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by Client in completing tasks required of Client or in otherwise performing Client's obligations hereunder or under any Work Schedule and any assumption contained in a Work Schedule which is untrue or incorrect will be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services. Client further acknowledges that such delays or failures may result in additional charges for the Services.

4. PAYMENT

4.1 Project Fees. Client shall pay to Provider the fees in the amount set forth in each Work Schedule.

4.2 Payment Terms. Unless otherwise specified on a Work Schedule, Provider will invoice Client for the fees in each Work Schedule at the end of each month and Client will pay each invoice in full within Seven (7) days of the date of each invoice ("Due Date"). Additionally, Client will pay interest, at a rate equal to 1.5% per month (or part thereof), on the amount shown on any invoice that is paid later than Due Date. Incase any invoice remains outstanding for more than Seven (7) days from the Due Date of any Invoice; Provider, in addition to any other right, shall have the right to suspend work till such time, until it receives all outstanding dues from Client. All invoices will be delivered by electronic mail to such email address as may be specified by Client from time to time by notice to Provider and all payments will be made through direct wire transfer, direct deposit or ACH to Provider's US Bank account.

4.3 Taxes. Client additionally agrees to pay amounts equal to any federal, state or local sales, use, excise, service, VAT, privilege or any other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Provider hereunder or any Services provided by Provider to Client pursuant hereto and any taxes or amounts in lieu thereof paid or payable by Provider, exclusive of all taxes relating to Provider's Personnel, and all taxes based on the net income, gross revenues or net worth of Provider. Provider will invoice Client for any taxes payable by Client that are required to be collected by Provider pursuant to any applicable law, rule, regulation or other requirement of law.

4.4 Exchange Rate. The current exchange rate has been considered as 1 USD = 63.50 INR hereby referred to as the "reference exchange rate". At the onset of change where in the delta between the new exchange rate and reference exchange rate exceeds by +/- 5%, Provider will adjust the fees appropriately

with notification to the customer and from then on the new exchange rate will be referred to as the "reference exchange rate". The new exchange rate will be determined from **http://www.rbi.org.in** and will be reviewed at the end of every six months.

4.5 Escalation in Project Fees. Unless stated otherwise in a Work Schedule, Client agrees to a minimum escalation of 10% on the Project fees at completion of each 12 month period on all applicable Work Schedule(s).

5. RELATION OF THE PARTIES

5.1 Work Hours. Each month will consist of the actual number of working days in that month and each week to consist of a maximum of 5 working days (Monday through Friday) with a maximum of 45 hours. All overtime will be separately identified and charged additionally.

5.2 Working Environment. For any Services to be provided by Provider at any of Client's sites, Client shall provide Provider's Personnel with (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including software, hardware and documentation, and assist such Personnel in a timely manner by promptly correcting any hardware or software problems that would affect the performance of Services; and (iii) any other items set forth in each Work Schedule.

5.3 Facilities & Infrastructure. Provider would provide for standard facilities and infrastructure like Computer with Windows OS, Office related tools, internet facility etc. to its personnel at Provider's office. Client agrees to pay for all additional hardware, software and commercial tools which Client may require and which in Provider's good faith is not part of the standard Facilities and Infrastructure.

5.4 Client's Personnel Commitment. Client will ensure that all Client's Personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be available to assist Provider's Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Work Schedule; (iii) participate in progress and other Services related meetings; (iv) contribute to software and system testing; and (v) be available to assist Provider with any other activities or tasks required to complete the Services or Deliverable in accordance with the Work Schedule.

5.5 Project Managers and Status Reports. Provider will provide for 1 full time Project Manger the sooner the team size of a project exceeds 5 personnel, Client agrees to additionally pay Provider for such Project Manager. For each Project, each Party will designate a suitably qualified project manager who will represent such Party and be responsible for assigning, scheduling and supervising such Party's Personnel. During a Project, Provider's project manager will provide Client's project manager with the status reports (and at the intervals) required by the applicable Work Schedule. Unless otherwise provided on the Work Schedule, status reports will contain the following: (i) a summary of the current status of the Project (including specific progress made since the immediately preceding status report); (ii) a summary of the status of, or progress made on, all problems identified in previous status reports (and not previously reported as corrected); (iii) a summary of any problems identified since the preceding status report and any recommended remedial action; and, (iv) the amount of any anticipated delay in the completion of any milestone beyond the applicable date specified in the Work Schedule, the cause of such delay and any recommended remedial action.

5.6 Independent Contractor. Provider will perform all Services as an independent contractor. Neither this Agreement nor Provider's performance of Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Parties; and neither Party will have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

5.7 Replacement of Provider Personnel. Upon written notice to Provider, Client shall be entitled to require Provider to replace any individual who is assigned by Provider to a Project and bar such individual from performing any Services for Client if Client determines in its reasonable discretion that the individual is unacceptable for any of the following reasons, if the individual (i) is not compatible with Client employees connected with the Project, (ii) fails to comply with any applicable laws, ordinances, regulations, codes, or with Client's security or work place policies or procedures (whether or not specified herein) made available in advance in writing to Provider, or (iii) fails (in Client's reasonable determination) to perform assignments in a professional and competent manner. Client acknowledges and agrees that a request for replacement of one of Provider's Personnel may cause a delay in the performance of Services, depending upon the special or unique skills required of the replacement individual(s); but Provider will replace such Personnel in a commercially reasonable time frame.

5.8 Export Control. The term "technical data" used in this Section is defined in the United States Export Administration Regulations ("Regulations"). The Parties acknowledge that to the extent any tangible or intangible technical data provided under this Agreement are subject to US export laws and the Regulations, each Party agrees that it will not use, distribute, transfer, or transmit technical data provided by the other Party under this Agreement except in compliance with US export laws and the Regulations. Each Party shall comply with the Foreign Corrupt Practices Act, as amended, and the rules and regulations thereunder. To the extent that any of the Services or Deliverables cannot be performed or provided without violation of any law, regulation, or other control, then Provider shall not be obligated to provide the same and the Work Schedule shall be amended accordingly.

6. OWNERSHIP

6.1 Client Intellectual Property. Provider acknowledges that in connection with this Agreement Client will provide to Provider the software and may provide other software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, ideas, knowledge or data which has been originated or further developed by Client, its Personnel or its Affiliates or by third parties under contract to Client to develop same, or which has been purchased by, or licensed to, Client (the "Client IP Materials"). Provider agrees that as between Client and Provider, unless otherwise agreed in writing, the Client IP Materials are the sole property of Client and that Client will at all times retain sole and exclusive title to and ownership thereof.

6.2 Work Product. Except as otherwise specifically provided in Sections 6.3, 6.4 and 6.5 below, the phrase "Work Product" shall mean and include the Deliverables, all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) relating to the subject matter of this Agreement or the applicable Work Schedule, that are conceived, designed, practiced, prepared, produced or developed by Provider or any of its Personnel during the course of the Project. To the fullest extent permitted under law, and upon payment in full to Provider, all Work Product shall be the property of Client and shall be deemed to be a "work made for hire" (as defined in Section 101 of Title 17 of the United States Code). Provider shall keep and maintain adequate and current written records of all Work Product made by Provider or its Personnel. The records will be in the form of notes, sketches, drawings, or any other format that may be specified by Client, and will be available to and remain the sole property of Client (upon payment in full) at all times. Work Product excludes Provider Proprietary Intellectual Property, as defined below, and any Third Party Materials that are incorporated into the Deliverables.

6.3 Ownership of Work Product incase of Non Payment by Client. Client hereby agrees and acknowledges that incase of any outstanding amounts payable to Provider and / or in an event the Client is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business or if a receiver is appointed on account of Client's insolvency, Provider shall hold complete ownership rights to the Work Product until Provider receives outstanding payment from Client in full.

6.4 Third Party Intellectual Property. Provider will not incorporate any software or other intellectual property of a third party ("Third Party Materials") without the prior written consent of Client, such consent not to be unreasonably withheld or delayed. Client further agrees that should Provider incorporate any Third Party Intellectual Property, they shall always be owned by their original developers who are other than Provider. Provider disclaims and makes no other express or implied warranties and specifically disclaim the warranties of merchantability, fitness for a particular purpose and non-infringement of third-party intellectual property rights.

6.5 Residual Rights. Notwithstanding the above, Client agrees that Provider, its employees and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Services performed hereunder, subject to its obligations to Client hereunder, including Client's Confidential Information pursuant to Section 7. Client understands and agrees that Provider may perform similar services for third parties using the same personnel that Provider may utilize for rendering Services for Client hereunder, subject to Provider obligations respecting Client's Confidential Information pursuant to Section 7.

6.6 Provider Proprietary Intellectual Property. Client acknowledges that as part of performing the Services, Provider Personnel may utilize pre-existing proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, ideas, knowledge or data which has been originated or developed by Provider Personnel or its affiliates or by third parties under contract to Provider to develop same, or which has been purchased by, or licensed to, Provider (collectively, "Provider Proprietary Intellectual Property"). Client further acknowledges that any new or improved methodologies or tools developed by Provider during the course of any Project hereunder which are not explicitly included with Client Deliverables shall be included within the meaning of Provider Proprietary Intellectual Property. Client agrees that Provider Proprietary Intellectual Property is the sole property of Provider (or its licensor) and that Provider (or its licensor) will at all times retain sole and exclusive title to and ownership thereof. Except as expressly provided above, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest in, to or under any Provider Proprietary Intellectual Property (whether by estoppel, implication or otherwise). Client agrees to take all reasonably necessary actions, which are necessary to assure the conveyance of all right, title and interest in, to and under any Provider Proprietary Intellectual Property or any enhancement thereof, including copyright, to Provider (or its licensor). The cost of conveying such rights shall be at Provider's expense. Provider will not incorporate any Provider Proprietary Intellectual Property into a Deliverable.

6.7 Assignment of Rights to Work Product. To the extent any Work Product is (for any reason whatsoever) determined not to be "work made for hire," upon receiving payment in full, Provider hereby irrevocably and exclusively assigns, transfers and conveys to Client all Intellectual Property Rights, in and to any and all such Work Product. Provider acknowledges that, upon payment in full, and except as otherwise set forth herein, neither it nor its Personnel will retain any Intellectual Property Rights in the Work Product. Provider acknowledges and agrees that: (i) the assignment to Client of the applicable Work Product and the Intellectual Property Rights therein shall extend throughout the world, shall be in perpetuity and shall not lapse for any reason whatsoever, including Client not exercising the rights assigned to it; (ii) the assignment to Client of the applicable Work Product and the Intellectual Property Rights therein shall be an integral part of this Agreement; and, (iii) no amount(s) shall be payable by Client to Provider for the assignment of the applicable Work Product and the Intellectual Property Rights therein, other than the amount(s) payable by Client to Provider under the relevant Work Schedule. Client will reimburse Provider for any out of pocket expense incurred by Provider in connection with filing any documents deemed by Client to be necessary or desirable to implement the foregoing assignment. Provider will not itself, nor will it direct any person or entity to, contest, oppose or otherwise challenge Client's ownership of such Work Product, or commit any act or omission reasonably likely to impair Client's right, title or interest in or to the Work Product. Provider will not register or attempt to register the applicable Work Product in any jurisdiction, or oppose Client's registration of the Work Product in any jurisdiction.

6.8 Assistance. Provider will assist Client, or its designee, in every reasonable way to secure the Intellectual Property Rights in the applicable Work Product and will disclose to Client all pertinent information and data, and execute all applications, specifications, oaths, assignments and all other instruments which Client shall reasonably deem necessary in order to obtain and secure the Intellectual Property Rights in and to the applicable Work Product. Client will reimburse Provider for any out of pocket expense incurred by Provider in connection with filing any documents deemed by Client to be necessary or desirable in connection with protecting the Intellectual Property Rights.

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality Obligations. Client and Provider shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under this Agreement or any Work Schedule. Each Party shall disclose the Confidential Information of the other only to those of its employees having a need to know such Confidential Information and shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 7.1. Prior to disclosing Confidential Information to any of its Personnel, the applicable Party will ensure that each of its Personnel who will be involved with a Project is bound by a written non-disclosure and work product assignment agreement containing terms no less stringent than those contained herein.

7.2 Definition. The term "Confidential Information" shall mean any and all technical and non-technical information or proprietary materials (in every form and media) which has been or is hereafter disclosed or made available by either Party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, know-how, and proprietary information, (ii) existing or contemplated products, inventions, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing plans or methods and customer lists or requirements.

7.3 Exceptions. The obligations of either Party under Section 7.1 will not apply to information that the receiving party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the other Party. In addition, the receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7.4 Accounting for Confidential Information. Except as otherwise expressly provided in this Agreement, upon the request of the disclosing party, the receiving party will return (or purge its systems and files of, and suitably account for) all tangible Confidential Information supplied to, or otherwise obtained by, the receiving party in connection with this Agreement. The receiving party will certify in writing that it has fully complied with its obligations under this Section within seven (7) days after its receipt of a request from the disclosing party for such a certification. For the avoidance of doubt, this Section 7.4 shall not be construed (i) to require Client to return any of Provider's Confidential Information that was furnished as part of, or in conjunction with, a Deliverable, or (ii) to limit either Party's right to seek relief from damages that are caused by the other Party's default.

8. INDEMNIFICATION

8.1 Intellectual Property Rights Indemnity. Provider and Client (in such case, the "indemnifying party") each agree to indemnify, defend and hold harmless the other (in such case, the "indemnified party") from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of, or relating to any claim of infringement of any Intellectual Property Rights related to a Deliverable (in the case of indemnification by Provider) or Provider's possession, use or modification of any software, documentation, data or other property provided by Client (in the case of indemnification by Client).

8.2 Intellectual Property Rights Exclusions. Provider shall have no obligation under Section 8.1 or other liability for any infringement or misappropriation claim to the extent such claim is based upon: (1) any claim arising from any instruction, information, design or other materials furnished by Client to Provider hereunder; (2) modification of the Deliverables or Work Product by any other Party than the Provider, provided that the infringement or misappropriation would not have arisen but for such modification, (3) Client's continuing the allegedly infringing use after being informed and provided with modifications that would have avoided the alleged infringement; (4) use of the Deliverables in any manner for which the Deliverable was not designed; or (5) any aspect of Client's software, documentation or data which existed prior to Provider's performance of Services. This Section 8 sets forth the exclusive remedy and entire liability and obligation of each Party with respect to Intellectual Property Rights infringement or misappropriation claims, including patent or copyright infringement claims and trade secret misappropriation.

8.3 Infringement Remedies. In the event of an infringement or misappropriation claim as described in Section 8.1 above arises, or if the indemnifying party reasonably believes that a claim is likely to be made, the indemnifying party, at its option and expense and, in addition to its indemnification obligations as described herein, may: modify the applicable materials so that they become non-infringing but functionally equivalent. In the event that the indemnifying party attempts but is unsuccessful in its attempt to so modify the applicable materials (or if such modification is commercially unreasonable), the indemnifying party may, at its option, either replace the applicable materials with material that is non-infringing but functionally equivalent; or obtain the right to use such deliverables upon commercially reasonable terms. In the event that the foregoing remedies are all unsuccessful, the indemnifying party may remove the infringing or violative materials and, in the case of Deliverables, refund to Client the fees received for such Deliverables that are the subject of such a claim.

8.4 Personal Injury and Property Damage Indemnity. Provider and Client each agree to indemnify, defend and hold harmless the other from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of third party claims for bodily injury or damage to real or tangible personal property, not including software, data, and documentation, to the extent caused directly and proximately by the gross negligence or willful misconduct of the indemnifying party's Personnel.

8.5 Indemnification Procedures. The obligations to indemnify, defend and hold harmless set forth above in this Section 8 will not apply to the extent the indemnified party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the indemnified party (i) promptly notifies the indemnifying party of any matters in respect of which the indemnity may apply and of which the indemnified party has knowledge; (ii) gives the indemnifying party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the indemnifying party shall not settle any such claim or action without the prior written consent of the indemnified party (which shall not be unreasonably withheld or delayed); and (iii) cooperates with the indemnifying party, at the indemnifying party's cost and expense in the defense or settlement thereof. The indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

9. WARRANTY

9.1 Limited Warranty. With respect to any Deliverable or Services, Provider warrants that at the time of delivery and, unless a different warranty period is provided on the Work Schedule, for a period of 3 months following final acceptance by Client of the particular Deliverable or the performance of the Services (the "Warranty Period"):

9.1.1. the applicable Services rendered hereunder will be performed in accordance with the applicable Work Schedule and in a professional manner, by qualified and skilled individuals;

9.1.2 the Services performed will conform to any applicable requirements set forth in the Work Schedule; and

9.1.3 the Deliverable will conform to the corresponding Specifications and Acceptance Criteria set forth in the applicable Work Schedule for such Deliverable.

Provider does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Provider shall remain obligated pursuant to this Section 9.

9.2 Remedies. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, the sole and exclusive remedy of Client will be for Provider, at its expense, to promptly cure or correct such Defect or re-perform the Services within thirty (30) days of notice of such Defect or failure (or, if not capable of cure within such period, as agreed to in writing by the Parties). If Provider is unable or unwilling to correct a Defect or re-perform the Services during this period, then Client may terminate the applicable Work Schedule (in whole or in part) pursuant to Section 12, and Client's remedies, and Provider's entire liability as a result of such failure, shall be subject to the limitations set forth in Section 10 hereof. The foregoing warranties are expressly conditioned upon (i) Client providing Provider with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity to the Specifications; (ii) Client's full cooperation with Provider in all reasonable respects relating thereto, including, in the case of modified software, assisting Provider to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than Provider or its authorized or agents or contractors.

9.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY AND REMEDIES

10.1 Exclusion of Damages. In no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.

10.2 Total Liability. In no event shall a Party's liability to the other or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by Client to Provider for the particular Service or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by Client to Provider under the applicable Work Schedule), whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. Provider will not be liable for any damages claimed by Client based upon any third-party claim, except as expressly set forth in this Agreement and for claims by Provider's subcontractors against Client relating to work performed at Provider's request under this Agreement.

10.3 The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. EMPLOYEES

11.1 No Employee Relationship. Provider's employees are not and shall not be deemed to be employees of Client. Provider shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of Provider's Personnel. Provider's employees shall not be entitled to any benefits paid or made available by Client to its employees. Provider agrees to defend Client from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities of any nature whatsoever related to any characterization of Provider's Personnel as being employees of Client in accordance with Section 8 above.

11.2 Non-Solicitation Obligations. During the term hereof and for a period of twelve (12) months after the termination or expiry of this Agreement, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, any employee, officer or independent contractor of the other Party. This clause shall also be applicable to those employees whose employment with the other party has ended within the last twelve (12) month period from the last date of his / her employment with such party.

11.3 Vacation / Sick days / Holidays. Client shall grant Provider's personnel 10 days off as company declared holidays and 20 days as personal vacation (including sick days) during each calendar year for which there would be no deduction in payments / invoice. All overtime will be separately identified and charges to be mutually decided in the Work Schedule.

11.4 Subcontractors. Provider may engage third parties to furnish services in connection with the Services or Products. In addition, Services may be performed by Affiliates of Provider. However, no such engagement will relieve Provider from any of its obligations under this Agreement and any act or omission by a subcontractor or Affiliate which would constitute a violation of this Agreement, also shall constitute a violation of this Agreement by Provider. Provider will ensure any such subcontractors or Affiliates are in compliance with all applicable terms and conditions of this Agreement.

12. TERM AND TERMINATION

12.1 Term. The term of this Agreement will commence on the date first written above and will remain and shall continue in effect for **three (3)** years thereafter, unless superseded or otherwise terminated by agreement of the Parties (the "Term").

12.2 Termination Without Cause. Either Party may terminate this Agreement and any Work Schedule without cause, at any time in its sole discretion, upon ninety (90) days written notice to the other Party.

12.3 Termination With Cause. This Agreement or any Work Schedule may be terminated by either Party (the "non-breaching party") upon written notice to the other Party if the breaching party commits a material breach of any of its obligations hereunder and fails to cure such material breach within the time period set forth in Section 12.4 hereof or fails to reach an agreement with the non-breaching party regarding the cure thereof.

12.4 Failure to Cure. If either Party commits a material breach, as set forth above, and such Party fails to reach an agreement with the other Party regarding cure of such material breach within thirty (30) days after receipt of notice of such breach, the non-breaching party may, in addition to other remedies, terminate this Agreement or the applicable Work Schedule.

12.5 Automatic Termination. This Agreement terminates automatically, with no further action of either party, if either party is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a

general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business or if a receiver is appointed on account of either party's insolvency.

12.6 Payments. In the event Client terminates this Agreement or a Work Schedule pursuant to Section 12.2 or Provider terminates this Agreement or a Work Schedule pursuant to Section 12.3, Provider will be entitled to recover payment for all Services rendered through the date of termination (including for work in progress), those costs incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated, any other termination costs Provider incurs, including, but not limited to, canceling any secondary contracts it undertook in anticipation of performance of the Services, any reasonable wind-down expenses, any reasonable expenses incurred in reallocating Provider Personnel to other projects, and any other actual damages suffered by Provider.

12.7 Orderly Transfer. In the event of any termination of this Agreement or a Work Schedule, upon payment in full, Provider will promptly deliver to Client all Work Product related to all Work Orders or such Work Schedule, as applicable, then in its possession (including work in progress); and Client will promptly pay Provider for all work performed to the date of termination. Upon the termination of this Agreement or any Work Schedule for any reason whatsoever (including a default by either Party), Provider will provide such information, cooperation and assistance to Client, as Client may reasonably request, to assure an orderly return or transfer to Client or Client's designee of all proprietary data (and related records and files) and materials of Client, and all Work Product for which payment has been or is made, in their then current condition. Notwithstanding the foregoing, Provider shall not be obligated to provide Client with Provider's proprietary information.

12.8 Survival. The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement (including any licenses expressly granted to Client by Provider under this Agreement), shall so survive and continue to bind the Parties.

13. ELECTRONIC SIGNATURES

The parties desire from time to time to enter into certain new Work Schedule and certain change orders, amendments, or supplements to outstanding Work Schedule (each, an "Order") from time to time and to transact such business by electronic means in accordance with the following provisions:

13.1 "**Authorized Signatory**" shall mean a person of appropriate authority who signs an Order in a manner constituting an Offer or an Acceptance by Electronic Means.

13.2 "**Electronic Means**" shall mean; (i) the applicable Order (including each signature placed thereon) shall be reduced to a "read only" electronic record in any then-current version of Adobe Systems' proprietary portable document format (".pdf"); and (ii) such electronic record shall then be dispatched in .pdf format by the Authorized Signatory, including in the text of such electronic mail message in each instance the identity and contact information for the applicable Authorized Signatory, as an attachment to the other party by electronic mail to the address set forth below for such party:

In the case of Company: <email address>
In the case of Consultant: ashish.shah@forgeahead.io

Either party may change its electronic mail address from time to time by notifying the other party by electronic mail sent to the address set forth above for the other party or otherwise in accordance with the terms of the Agreement relating to notices. In addition, the parties may, from time to time, change the format in which Orders may be proposed, accepted and confirmed by submitting to the other party an electronic mail message identifying an alternate format for document exchange, and any subsequent transaction entered into in accordance with the procedures established hereby with respect to any Order dispatched in such format shall be deemed a waiver of any objection to such alternate format.

13.3 Either party may propose an Order to the other party by Electronic Means, signed by Electronic Means on behalf of the party proposing such Order by an Authorized Signatory and specifying the full

name and contact information for the applicable Authorized Signatory, which shall be deemed an offer to enter into a contract for all purposes (an "Offer").

13.4 The recipient of a proposed Order may accept such Order by Electronic Means, signed by Electronic Means on behalf of the party intending to accept such Order by an Authorized Signatory, with a full copy of the Order attached and specifying the full name and contact information for the applicable Authorized Signatory, which shall be deemed to be an acceptance of the Offer for all purposes (an "Acceptance"), thereby creating a binding contract upon confirmation as provided for below, and the delivery of such Acceptance shall be conclusive evidence that (i) the applicable Order has been accepted by Electronic Means, (ii) that the person acting as Authorized Signatory possesses the requisite authority to bind the applicable party, and (iii) the signature attached to the applicable Acceptance is the valid signature of the Authorized signatory, and (iv) subject only to the delivery of a Confirmation (as hereinafter defined), a binding contract has been created on the terms set forth in the applicable Order. An Order not accepted in accordance with the foregoing within five (5) business days of the date of dispatch of the applicable Offer shall be deemed rejected.

13.5 In order to confirm that the signatures of each Authorized Signature subscribed to an Order and Acceptance to be effected hereunder by Electronic Mean is attributable to the specified Authorized Signatories, the parties agree that in order to confirm the formation of a valid contract the recipient of an Acceptance shall confirm receipt of the Acceptance by delivering to the other party an electronic mail message embodying the full text of the original Offer and Acceptance, with the fully-executed Order attached in .pdf format (a "Confirmation"), and the delivery of such Confirmation shall be conclusive evidence that (i) the applicable Order was offered by Electronic Means, (ii) that the person acting as Authorized Signatory possesses the requisite authority to bind the applicable party, (iii) the signature attached to the applicable Offer is the valid signature of the Authorized signatory, and (iv) a binding contract has been created on the terms set forth in the applicable Assignment Order. An Order not confirmed in accordance with the foregoing within five (5) business days of the date of dispatch of the applicable Acceptance shall be deemed rejected.

13.6 A party desiring to enforce the terms of any Order entered into by Electronic Means shall retain the applicable Confirmation, including the full text of the original Offer and Acceptance, with the fully-executed Order attached in .pdf format, and such Confirmation shall constitute an electronic record of the contract entered into between the parties hereto for all purposes, enforceable on its terms as a legally-binding agreement. The printed manifestation of such Confirmation, including such Order, shall be deemed a true and correct copy of the contract between the parties, admissible as evidence for all purposes.

13.7 Electronic mail messages and attachments dispatched by Electronic Means may be, but shall not be required to be, encrypted if the parties shall agree at any time in writing or by Electronic Means to a method of encryption. The parties need not utilize the electronic signature capabilities of Adobe Systems' proprietary program known as "Acrobat" or any extensions intended to provide such capabilities, but rather agree that by conforming to the provisions hereof the acts of the persons signing the applicable Order shall be deemed to be valid. The parties hereby agree that the security procedures provided for herein have the efficacy to determine the person to which each applicable electronic signature was attributable and that the signature of each Authorized Signatory is attributable to such person and was an intended and valid act of such person.

13.8 Each signature placed on an Order by an Authorized Signatory in connection with an Offer or an Acceptance and thereafter delivered to the other party by Electronic Means shall be considered a valid "electronic signature" under the Uniform Electronic Transactions Act in effect in the State of Texas, which the parties agree shall be the governing law for electronic transactions hereunder.

13.9 The provisions set forth herein constitute an agreement between the parties to conduct the transactions contemplated hereby by Electronic Means, and any transaction effected in accordance with the terms hereof shall be deemed to have created a valid, legally effective, enforceable contract, and the signature of each Offer and Acceptance hereunder by Electronic Means, followed by the issuance of a Confirmation as contemplated hereby, shall be deemed to satisfy the law for all purposes; *provided, however*, that nothing in this Agreement shall be deemed to prevent the parties from entering into contracts, including Work Schedules, by conventional means, including the exchange of tangible, written documents, rather than by Electronic Means; and *provided, further*, that either party may at any time refuse to conduct any transaction by Electronic Means.

14. MISCELLANEOUS

14.1 Governing Law. This Agreement will be governed by the laws of the State of Texas, without reference to the principles of conflicts of law. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.2 Arbitration. Any dispute arising out of or relating to this Agreement shall be fully settled in accordance with the Rules of Conciliation and Arbitration of the JAMS, Inc. The arbitration shall take place in San Francisco, California. The award of the arbitrators will be final and binding upon the Parties. Judgment may be entered in any court having jurisdiction.

14.3 Assignment. Neither Party may assign or transfer this Agreement without the express written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed); provided, however, that either Party may assign any and all of its rights and obligations hereunder without the written consent of, but upon written notice thereof to the other Party (a) to any Affiliate; (b) to any joint venture in which the assignor owns at least 51% equity interest; (c) pursuant to any sale of shares as a result of which a majority of the outstanding shares of such Party are sold or transferred to another person or entity; (d) pursuant to any merger, amalgamation or reorganization of such Party; or (e) as part of a bona fide pledge to a third party lending institution as collateral for financing or any loan. For purposes of this Agreement, an Affiliate of a Party means any entity controlled by, controlling, or under common control with such Party and the terms *controlling, controlled by* or *under common control with* mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, or the power to elect or appoint at least 50% of the directors, managers, partners or other individuals exercising similar authority with respect to such person.

14.4 Attorney's Fees. In the event any action, including arbitration, is brought to enforce any provision of this Agreement, or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees incurred thereby.

14.5 Notice. All notices required by this Agreement will be given in a written form to the other Party and delivered by registered mail, international air courier, facsimile, electronic message, or the equivalent. Notices will be effective when sent by electronic message or facsimile or when received as indicated on the registered mail, or other delivery receipt. All notices will be given by a Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.

14.6 Modification; Waiver. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. Such written amendment may be in the form of email correspondence, provided that such correspondence evidences both an "offer" and "acceptance" of any proposed amendment or modification. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force. No failure by either Party to exercise any right or remedy to which it is entitled, shall constitute a waiver or cause a diminution of the obligations or rights provided under this Agreement. No provision of this Agreement shall be deemed to have been waived by any act or knowledge of either Party, but only by a written instrument signed by a duly authorized representative of the Party to be bound thereby. Waiver by either Party of any default shall not constitute a waiver of any other or subsequent default.

14.7 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

14.8 Entire Agreement. This Agreement and all appendices and other exhibits attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications and agreement between the Parties relating to the subject matter herein.

14.9 Force Majeure. In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of fire, casualty, flood, earthquake, war, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the Party invoking this Section, and if such Party shall have used its best efforts to mitigate its effects, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Notwithstanding the foregoing, if such Party is not able to perform within thirty (30) days after the event giving rise to the excuse of force majeure, the other Party may terminate this Agreement, without prejudice to the rights of the first Party.

14.10 Publicity. Within forty-five (45) days after the execution of this Agreement, subject to written approval of the Client which consent shall not be unreasonably withheld, both the Parties will create and issue a joint press release. Such press release shall, at a minimum, describe the general nature of the business relationship and may include quotes from the CEO or any authorized representative of both Parties with respect to such relationship.

14.11 Use of Client Logo & Name. Client grants Provider the limited right to use Client's name and / or logo to identify the Client in Provider website, client lists, or marketing materials.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

Forgeahead Solutions, Inc.	**<Client>**
By: _____	By: _____
Name: Ashish Shah	Name:
Title: President	Title: