

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made and entered into as of the <Date> day of <Month>, <Year> ("**Effective Date**"), by and between <Customer Name>, a <State Corporation>, having office located at <Address> ("**Company**") and **Forgeahead Solutions, Inc.**, a Texas corporation, having office located at 800 W El Camino Real, Suite 180, Mountain View CA, 94040. ("**Consultant**").

1. BACKGROUND

WHEREAS, Consultant provides professional consulting and software development services; and

WHEREAS, Company wishes to utilize Consultant's services;

NOW, THEREFORE, in furtherance of the foregoing and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

Note: The provisions of this Section 1 are intended to be a general introduction to this Agreement and are not intended to expand the scope of the parties' obligations or to alter the plain meaning of the terms and conditions herein. However, to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed so far as to give effect to the statements in this Section 1.

2. DEFINITIONS

2.1. An "**Assignment Order**" is a mutually acceptable statement of work that sets forth the agreed-upon scope of Services, the Specifications, any obligations to be performed by Consultant in connection with such Services, and the Deliverables (if any) to be produced by Consultant.

2.2. "**Deliverables**" means any work of authorship prepared for Company by Consultant in accordance with and satisfying the terms of a particular Assignment Order.

2.3. "**Services**" means the consulting and/or technical services provided by Consultant in accordance with the provisions of this Agreement and set forth in a particular Assignment Order.

2.4. "**Specifications**" means the mutually agreed performance requirements set forth in a particular Assignment Order.

3. SERVICES

3.1. No Obligation. By executing this Agreement, Company is not committing or obligating itself to issue any Assignment Orders or use any Consultant Services, and no work or charges shall be authorized until a written Assignment Order is executed by both parties.

3.2. Assignment Orders. From time to time during the Term, Company may request Consultant to perform Services. The terms and conditions applicable to the performance of such Services will be set forth in one or more Assignment Orders. An Assignment Order shall be authorized in writing by Company and shall include terms establishing a schedule, completion date, or similar termination point. Each Assignment Order will be numbered sequentially and, when executed by the parties, will be considered an addendum of this Agreement.

3.3. Change Requests. Changes in the scope of the Services, Specifications and/or Deliverables requested by Company in a particular Assignment Order or caused by changing conditions of law, schedule delays, or other events beyond Consultant's reasonable control may require revisions to the amounts payable to Consultant for Services and/or changes to the date of performance in response to such changes or delays. If at any time Consultant concludes that the work it must perform to meet its obligations under any Assignment Order will exceed the agreed-upon scope of work as described in the Assignment Order so as to thereby justify an increase in compensation or time required for completion, Consultant shall notify Company, in writing, of the nature of the work and the estimated hours necessary to complete this work, and Company will reasonably and in good faith consider and discuss the proposed change with Consultant. Such changes in the Services, Specifications and/or Deliverables set forth under an Assignment Order shall become effective only when a corresponding writing ("**Change Request**") is executed by authorized representatives of both parties. Company's decision to not timely execute a Change Request gives Consultant the authority to cancel the related Assignment Order at no penalty and

in such event (a) Company will pay Consultant for its pre-cancellation work according to Consultant's consulting rates shown in the Assignment Order or, if the Assignment Order does not specify Consultant's consulting rates, such pricing will be taken to be Consultant's time and materials work rate in effect at the time the Assignment Order is executed, and (b) Consultant will deliver all incomplete Deliverables to Company.

3.4. Construction. Assignment Orders and executed Change Orders shall be governed by the terms of this Agreement. However, the provisions of an Assignment Order are to be construed as controlling in the event of an express conflict or inconsistency between the provisions of the Assignment Order and this Agreement. Similarly, the provisions of an executed Change Request shall be deemed to be incorporated into the related Assignment Order, and the provisions of the Change Order are to be construed as controlling in the event of an express conflict or inconsistency between the provisions of the Change Order and the Assignment Order.

3.5. Acceptance. Consultant will deliver all Deliverables, upon completion, to Company for testing and acceptance. Company will have fifteen (15) days from the date the Deliverable is received by Company to conduct the test (the "Testing Period"). A Deliverable shall be deemed to have been accepted at the end of the applicable Testing Period if Company does not notify Consultant otherwise. Upon acceptance of the Deliverable, Consultant will be conclusively presumed to have met its obligations with respect to the associated Assignment Order.

3.6. Rejection. Company may reject a Deliverable only if Company concludes in good faith that the Deliverable fails in some material respect to meet the Specifications ("**Failure**"). Consultant will use commercially reasonable efforts to correct any Failures and resubmit the rejected Deliverables as promptly as possible. Company shall not be liable for any costs associated with Consultant's response to Company's rejection of a Deliverable.

4. COMPANY OBLIGATIONS

4.1. General. In addition to those obligations of Company set forth in each Assignment Order, Company agrees to cooperate with and assist Consultant in the performance of the Services by timely providing such information and access to personnel and other resources as may be necessary in connection with such performance at Company's own cost and expense.

4.2. Facilities. Company will provide to Consultant the facilities and services that Company normally provides to its own employees performing similar work and which reasonably facilitate Consultant's work pursuant to the Assignment Order. Company will give Consultant access to such facilities during normal working hours.

5. PAYMENTS

5.1. Charges. In consideration for the rights granted herein, Company will pay Consultant for the Services according to Consultant's consulting rates shown in an Assignment Order.

5.2. Taxes. Company 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 Company to Consultant hereunder or any Services provided by Consultant to Company pursuant hereto and any taxes or amounts in lieu thereof paid or payable by Consultant, exclusive of all taxes relating to Consultant Personnel, and all taxes based on the net income, gross revenues or net worth of Consultant. Consultant will invoice Company for any taxes payable by Company that are required to be collected by Consultant pursuant to any applicable law, rule, regulation or other requirement of law.

5.3. Payment Terms. Consultant will submit a written invoice to Company monthly for the amount owed to Consultant by Company for the previous month, with such supporting documentation as Company reasonably requests, and unless otherwise agreed to by Company and Consultant, Company shall pay the invoiced amount within seven (7) days of the date of such invoice ("Due Date"). Additionally, Company 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. In case any invoice remains outstanding for more than Seven (7) days from the Due Date of any Invoice; Consultant, in addition to any other right, shall have the right to suspend work till such time, until it receives all outstanding dues from Company. All invoices will be

delivered by electronic mail to such email address as may be specified by Company from time to time by notice to Consultant and all payments will be made through direct wire transfer, direct deposit or ACH to Consultant's US Bank account.

5.4. 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%, Consultant 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>

6. TERM

6.1. Term. This Agreement will commence on the Effective Date and will continue in force for Three (3) years following the Effective Date and shall be automatically renewed for successive one (1) year terms unless terminated as provided herein. The initial term and all renewal terms, if any, are collectively referred to as the "**Term**."

6.2. Termination. This Agreement may be terminated (a) by either party at will upon ninety (90) days' written notice. In addition, either party may immediately terminate this Agreement by written notice if (a) if the other party breaches any provision of Sections 7 or 8 of this Agreement, (b) terminates or suspends its business, (c) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (d) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which are not rescinded within forty-five (45) days.

6.3. Termination of Assignment Orders. Each Assignment Order remains in effect until it expires on its own terms or the work has been completed.

6.4. Effect of Termination. Upon termination, Company shall immediately pay to Consultant any and all outstanding fees, charges, payments and expenses due pursuant to this Agreement. In addition, both parties shall immediately return any Confidential Information of the other party.

6.5. Survival. Sections 7 through 10 of this Agreement and any accrued payment obligations shall survive the expiration or termination of this Agreement. Termination shall not affect any right or remedy at law or in equity of either party.

7. CONFIDENTIALITY

7.1. Duty to Protect. Each party understands that in furtherance of the transaction evidenced by this Agreement, the other party has disclosed and may disclose information relating to the disclosing party's business, including without limitation computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), trade secrets, techniques, processes, methodologies, know-how, ideas, schematics, testing procedures, software design and architecture, design and functional specifications, analysis and performance information, user documentation, internal documentation and the features, mode of operation and other details of its products, services, pricing, business plans, strategies, and customer names and lists ("**Confidential Information**"). The party receiving Confidential Information from the disclosing party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but in no event less than reasonable care, to maintain the confidentiality of the disclosing party's Confidential Information.

7.2. Disclosure. The parties recognize and agree that the use or disclosure of any Confidential Information of a party in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable damage for which there is no adequate remedy at law. Accordingly, each party shall be entitled to seek temporary and/or permanent injunctive relief against such breach or violation from any court of competent jurisdiction immediately upon request. The right of each party to seek injunctive relief shall not limit in any manner that party's right to seek other and/or additional remedies at law or in equity. If Confidential Information is required to be disclosed by law or a governmental authority, including pursuant to a subpoena or court order, such Confidential Information may be disclosed, provided that the party required to disclose the Confidential Information: (a) promptly

notifies the disclosing party of the disclosure requirement; (b) cooperates with the disclosing party's reasonable efforts to resist or narrow the disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded the disclosing party's Confidential Information; and (c) furnishes only Confidential Information that the party is legally compelled to disclose according to advice of its legal counsel.

8. OWNERSHIP

8.1. Ownership. Company shall own any and all rights, title and interest, including without limitation all intellectual property and other proprietary rights, in and to the Deliverables and Services that Consultant may produce under any Assignment Order. To the extent applicable, the Deliverables and Services shall be deemed to be works "made for hire" for Company's benefit as that term is defined under the federal copyright statute, 17 U.S.C. § 101 *et seq.* To the extent that any Deliverable or Service is deemed not to be a work made for hire by a tribunal of competent jurisdiction, Consultant hereby irrevocably assigns all right, title and interest in and to such Deliverable or Service to Company. If any such Deliverable or Service cannot be assigned, Consultant hereby grants to Company an exclusive, irrevocable, perpetual, worldwide, sublicenseable (through multiple tiers of sublicensees), royalty-free license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such Deliverable or Service in any media now known or hereafter known. Consultant agrees to not (a) modify, adapt, alter, translate or create derivative works from the Deliverables or Services, (b) merge the Deliverables or Services with other software or material, or (c) sell, sublicense, lease, rent or loan the Deliverables or Services to any third party. Except as expressly set forth in this Section 8.1, after Company's acceptance of a Deliverable, nothing in this Agreement or any Assignment Order will be deemed to grant, by implication, estoppel or otherwise, (a) a license from Company to Consultant to make, use, license, or transfer in any way a Deliverable, Service, or any other Company product or service, or (b) a license from Company to Consultant regarding any of Company's existing or future patents, copyrights or trade secrets.

8.2. Indemnification. Consultant shall secure agreements with its employees and independent contractors sufficient to provide the foregoing ownership and/or license rights to Company, and hereby indemnifies and holds Company harmless for Consultant's failure to do so.

8.3. Consultant's Ownership. Notwithstanding the provisions of Section 8.1, Consultant shall maintain all intellectual property rights (including, without limitation, patent and trade secret rights) in and to any new technique conceived solely by Consultant and embodied in any new software provided to Company as any portion of the Deliverables or Services, although, as provided in Section 8.1, Company shall have all rights, title, and interest to such software.

8.4. Residual Rights. Notwithstanding the above, Company agrees that Consultant, 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 Company hereunder, including Company's Confidential Information pursuant to Section 7. Company understands and agrees that Provider may perform similar services for third parties using the same personnel that Provider may utilize for rendering Services for Company hereunder, subject to Consultant obligations respecting Company's Confidential Information pursuant to Section 7.

9. NON-SOLICITATION

9.1. During the term of this agreement and for a two (2) year period after this agreement is terminated for any reason, none of the parties, entering into this agreement, will, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation or business entity of any type, solicit or in any way encourage any current employee or consultant of other party or any subsidiary of that party to terminate his or her employment relationship or consulting relationship with that party or any subsidiary of that party. This clause will be applicable to all those, whose employment or consulting agreement has been terminated for less than Twelve (12) months.

10. WARRANTIES, INDEMNIFICATIONS, AND LIMITATIONS

10.1. Warranty and Disclaimer. Consultant warrants that it has the right to enter into this Agreement and that all Assignment Orders will be performed in a workmanlike and professional manner. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE SERVICES AND DELIVERABLES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS," AND CONSULTANT MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR DELIVERABLES. CONSULTANT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE AND ACCURACY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. CONSULTANT DOES NOT WARRANT THAT (a) THE SERVICES OR DELIVERABLES WILL BE ERROR FREE, (b) CONSULTANT WILL BE ABLE TO USE THE SERVICES OR DELIVERABLES WITHOUT PROBLEMS OR INTERRUPTIONS, OR (c) ANY SOFTWARE PROVIDED PURSUANT TO THIS AGREEMENT IS NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

10.2. Third Party Indemnification. Consultant agrees, at its own expense, to defend or, at its option, to settle, any claim brought against Company by a third party concerning a Deliverable or Service provided by Consultant, and Consultant will indemnify and hold Company harmless from and against any damages, costs and fees reasonably incurred (including reasonable attorney's fees) and attributable to such claim and which is assessed against Company in a final judgment so long as Company provides Consultant with (a) prompt written notification of the claim or action and (b) sole control and authority over the defense or settlement thereof. In the event of a third party's claim of infringement concerning any Deliverable or Service, Consultant shall have the option, at its expense, (a) to procure for Company the right to continue using the assertedly infringing Deliverable or Service, (b) to replace such Deliverable or Service with a non-infringing product substantially similar in features and functionality, or (c) to modify such Deliverable or Service to make it non-infringing without materially affecting features or functionality.

10.3. Limitation on Liability. NEITHER PARTY WILL BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS RESULTING FROM THE USE OF THE SERVICES OR ANY DELIVERABLE, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR THE LIMITED WARRANTIES SET FORTH HEREIN, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONSULTANT UNDER THIS AGREEMENT.

11. ELECTRONIC SIGNATURES

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

11.1 **"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.

11.2 **"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@snstech.com

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.

11.3 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").

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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 Assignment Orders, 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.

12. GENERAL PROVISIONS

12.1. Independent Parties. The relationship of Consultant to Company established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed (a) to give either party the power to direct or control the day-to-day activities of the other or (b) to constitute the parties as partners, franchisee-franchiser, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or otherwise give rise to fiduciary obligations between the parties.

12.2. Amendment and Waiver. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

12.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral, and all industry customs or trade practices. Neither party has made this Agreement by reason of or in reliance on any representations of fact or opinion which are not fully stated in this Agreement.

12.4. Construction. In the event any provision of this Agreement or portion thereof is adjudged by any tribunal of competent jurisdiction to be unenforceable or invalid, that provision shall be stricken or modified to the minimum extent necessary so that this Agreement shall remain enforceable, and the remaining provisions of this Agreement shall remain in full force and effect. All titles, headings and captions are placed in this Agreement merely as a matter of convenience and shall not affect the construction or interpretation of any of its provisions.

12.5. 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.

12.6. 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.

12.7. 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.

12.8. Assignment. Neither party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit under this Agreement without the written consent of the other except that a party (a) may assign and transfer this Agreement and its rights and obligations hereunder to any third party who succeeds to substantially all its business or assets, and (b) may assign or transfer any rights to receive payments hereunder.

12.9. Force Majeure. Except for the obligation to make payments, nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

12.10. Bargained for Basis. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE

MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

12.11. Notices. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

12.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and such counterparts shall together constitute one instrument.

12.13. Publicity. Neither Party shall have the right to use the other Party's name without obtaining the other Party's prior written consent, except that each Party shall have the right to identify the other by name in press releases, advertising, client lists, website or marketing materials.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the Effective Date.

Consultant: ForgeAhead Solutions, Inc.

Company: <Company's Name>

Signature:

Signature:

By: Ashish Shah

By: <Name of Authorized Signatory>
(print name)

Title: President

Title: <Title of authorized Signatory>

Address 800 W El Camino Real,
Suite 180
Mountain View, CA 94040

Address: <Company's Address>

Telephone: 650-948-1787

Telephone: <Phone Number>

Facsimile: 650-948-1789

Facsimile: <Fax Number>