

Statement of Work

This Statement of Work (“SOW”) is entered into as of this 12th day of April, 2017 by and between Dow Jones & Company, Inc. (“Dow Jones”) and Insight Direct USA, Inc. (“Service Provider”). Service Provider is pleased to perform the following services (“Services”) under the terms and conditions of this SOW.

1. Name and Description of Project:

Mosaic System Upgrade

Dow Jones is requesting assistance with preparation for the upgrade of the Mosaic application from Oracle Database Server 10g to Oracle Database Server 11g

This engagement has the following objectives:

1. Implementation of Oracle Enterprise Manager Cloud Control (priority #4)
2. Encryption of application data at rest and in transit (priority #3)
3. Analysis and remediation of poorly performing ETL jobs in their current environment (priority #2)
4. Establish disaster recovery for the Oracle Database platform that allows reporting and production support activities to make use of a replicated version of production(priority #1)

The work will be performed on location in Princeton, NJ.

This SOW includes the following phases:

Oracle Enterprise Manager (“OEM”) Cloud Control

Database Storage and Traffic Encryption

Disaster Recovery

ETL Job Performance Remediation

2. Scope of Project:

Oracle Enterprise Manager (“OEM”) Cloud Control

Assist Dow Jones with planning, design, build, and implementation of OEM Cloud Control

This includes, but is not limited to:

1. Assistance in leading a design workshop to discuss or refine technical and business requirements
2. Production of Solution Architecture and Design artifacts that are to be used for building the production environment
3. Building and implementing the production OEM Cloud Control Environment

Database Storage and Traffic Encryption

Assist Dow Jones with ensuring that Dow Jones' data that is stored within Oracle is encrypted while at rest or in transit

This activity will include, but is not limited to:

1. Solicitation and collection of requirements from Dow Jones' Security and applicable technology teams
2. Selection, planning, design, build, and implementation of encryption technologies that meet the requirements of Dow Jones
3. Assisting Dow Jones in testing and validating the performance and function of the implemented encryption technology

Disaster Recovery

Select the appropriate service or mechanism to facilitate a disaster recovery environment for the database platform that accommodates Dow Jones' business requirements

These requirements include, but are not limited to:

1. The ability to recover from database loss, corruption, or integrity fault within recovery point and recovery time objectives defined by Dow Jones
2. The ability to leverage a replicated copy of the production database for ad hoc queries, reporting, or other production support activities while not impacting the ability to recover from database loss, corruption, or integrity fault within recovery point and recovery time objects defined by Dow Jones

ETL Job Performance Remediation

Assist Dow Jones with analyzing and troubleshooting ETL jobs identified as having poor performance Service Provider will produce:

3. Detailed report(s) that defines the root cause of poor performance and remediation recommendations for each ETL job identified by Dow Jones as requiring analysis
 - a. The scope of analysis and recommendations may include, but are not limited to:
 - i. PL/SQL code and ETL process optimization
 - ii. Data storage and archiving
 - iii. Oracle Database and Operating System performance tuning

Project Management

Service Provider shall provide a designated project coordinator who shall provide direction and control of Service Provider project personnel and a framework for project communications, reporting, procedural

and contractual activity. The Service Provider Project Manager will:

1. Be the primary point of contact to Dow Jones on all project issues, needs and concerns
2. Conduct an initial kickoff meeting to review scope, set expectations, and perform other pre-planning activities prior to the start of the project
3. Complete change-request documentation as required
4. Manage Dow Jones expectations and satisfaction throughout the project
5. Schedule and coordinate the necessary resources to support the project
6. Identify, escalate and document project issues as necessary
7. Create and maintain a project plan in conjunction with Dow Jones and measure weekly progress against mutually agreed-upon milestones
8. Schedule and conduct team update/status meetings
9. Schedule and conduct project status meetings with Dow Jones' designated project representative
10. Prepare written status reports for Dow Jones at mutually agreed-upon intervals
11. Distribute Site Survey and Logical Build Questionnaire to Dow Jones and explain what information is required and why, and establish deadline for receipt of all completed forms.

3. Service Provider Responsibilities

Service Provider is responsible for the following:

1. Service Provider will provide the applicable and necessary labor and supervision to perform the Services and provide the Deliverables described in this SOW.
4. Dow Jones' Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Dow Jones Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Dow Jones is responsible for the following:

General

1. Dow Jones is responsible for all required Change Management activities associated or required against tasks within this scope of work. Delays caused by lack of Change Management requirements will not be at the expense of Service Provider.
2. Dow Jones will provide Service Provider with specific lists of applications and servers.
3. Dow Jones will provide Service Provider with remote access technology.

4. All system backups upon project completion will be completed by Dow Jones.
 5. Virus updates to system upon project completion will be completed by Dow Jones.
 6. Dow Jones will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Service Provider.
 7. Dow Jones will provide Service Provider the necessary access to internal experts, location(s), critical systems, and applications.
 8. If applicable, Dow Jones will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Service Provider; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
 9. Dow Jones is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Dow Jones' information on all applicable Dow Jones computing systems used to store or transmit Dow Jones' information, in accordance with current applicable industry standards and best practices.
 10. Dow Jones must configure and provide a VPN router for installation into Service Provider's Data Center to facilitate network connectivity between Dow Jones and Service Provider's Integration Lab.
 11. Dow Jones must provide a deployment server for installation into Service Provider's Data Center to facilitate image deployment activity.
 12. Dow Jones is responsible for managing and maintaining: (a) encryption, if applicable; (b) regular back-ups of Dow Jones' information; and (c) least-privileged- based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
 13. Dow Jones and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Service Provider, (b) provide input throughout the project and will review progress at review meetings requested by Service Provider; and (c) provide Service Provider with access to all of Dow Jones' information, documentation and technology, necessary for Service Provider to perform the Services, including a list of all Dow Jones and third-party contacts necessary for Service Provider to do so. Such cooperation, input, access, and license are critical to this project, and Dow Jones' representation at all review meetings is essential. If applicable, Service Provider is hereby granted and shall have a nonexclusive, royalty- free license, during the term of the Services, to access and use the Dow Jones Technology solely for the purposes of delivering the Services to Dow Jones. "Dow Jones Technology" shall mean any intellectual property owned by Dow Jones that will be used by Service Provider in performing the Services under this SOW.
 14. Dow Jones is responsible for all software licensing to be compliant per their own agreements.
5. Project Schedule:

Project Start Date: TBD

Anticipated Project End Date: TBD

Project Duration: The duration will be approximately 8 weeks.

The Services have not been scheduled at the execution of this Statement of Work. The dates and timeline of the engagement shall be agreed upon by both parties using a single deployment schedule resulting in consecutive days for implementation. Upon receipt of this signed SOW and, if applicable, an acceptable purchase order, Service Provider will assign appropriate resources to start the project with a kick off call within 3 weeks.

6. Tasks To Be Completed By Service Provider:

Please see Section 2, Scope of Project

7. If applicable, documentation to be Produced by Service Provider:

Deliverables

“Deliverables” are tangible items, such as reports, configuration documentation, diagrams or other documents or materials that Service Provider may leave with Dow Jones at the conclusion of the project or a certain phase of the project. The following sections describe the services in greater detail and identify the responsibilities of the parties necessary for completion of the services within the timeframe and for the fees stated herein.

Phases Deliverables Mosaic System Upgrade

- Project plan including schedule, resource planning, critical path determination, task durations, and milestones
- Performance tuning and remediation recommendations documentation

[DJ Team] IGNORE below this line, it's contractual, legal language. -Craig

8. List of Assumptions:

This section defines the assumptions under which Service Provider has based its fees for the services being performed under this SOW. This is to ensure there are no misunderstandings regarding the scope of the Project. Any deviation from these assumptions that effect the delivery dates set for herein for any and all deliverables and/or scope and or fees will be handled in accordance with the Changes clause of the aforementioned MSA.

It shall be mutually understood that under no circumstances shall any additional costs or fees incurred by Service Provider be billed to Dow Jones other than what is set for this

SOW unless agreed to in advance and in writing, via a fully executed written amendment to this SOW.

General Assumptions

1. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
2. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

3. Service Provider has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Service Provider has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Dow Jones, such services may be performed by Service Provider only to the extent permitted by applicable law and will be subject to a change request for additional services.

4. This engagement does not include:

- a. Troubleshooting of issues outside of the scope outlined in this Statement of Work
- b. Upgrading of firmware for any server, storage, or networking equipment
- c. Business continuance and/or disaster recovery services
- d. Physical or virtual migration services
- e. Product training, other than as described herein
- f. Production of Dow Jones/End User internal documentation
- g. Electrical or cabling services

h. Formal user training

9. Key Personnel Assigned for Each Party:

Service Provider:

1. Services Account Executive – Robert Marino
2. Account Executive – Paula DiMatteo
3. Services Director – Jake Ballecer
4. Service Manager – Lee Frazier
5. SOW Prepared by – Heather Hernandez

Dow Jones:

1. Project Sponsor – Craig Fonseca

10. Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Service Provider shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

11. Pricing and Payment Schedule:

Time and Materials Pricing

This engagement will be billed on a time and materials basis. Costs incurred by Dow Jones will be based on the daily minimum listed in the Pricing Notes below or actual time worked, whichever is greater. Dow Jones will reimburse Service Provider for travel expenses, if any are required. Dow Jones will reimburse Service Provider for any taxes incurred. If Dow Jones believes they are tax-exempt and/or the Services provided are not subject to any taxes, Dow Jones will provide Service Provider with the proper documentation required by the taxing jurisdiction where the Services are performed.

Charges will be calculated based on the following rates:

Estimated Price Project Manager	52	\$170.00	\$8,840.00	Senior Oracle Architect	220	\$176.00	\$38,720.00
SQL Developer	80	\$176.00	\$14,080.00	Total Estimated Amounts	352	\$61,640.00	

Material Costs

Materials required for the completion of any deliverable outlined on this SOW shall be purchased by Dow Jones.

Pricing Notes

1. Pricing is valid for execution for 30 days from the date of this SOW.
1. Pricing and estimated time to complete this engagement are based upon Dow Jones providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.
2. Dow Jones acknowledges that cancellation of this engagement may cause Service Provider to incur non-refundable travel expenses and other costs. Accordingly, if Dow Jones cancels this engagement less than 10 business days from the scheduled start date of Phase 2, but more than 3 business days prior to the start date of this engagement, Dow Jones shall pay Service Provider \$2,500, which is equivalent to 1 day of services, and any non-refundable expenses. If Dow Jones cancels this engagement less than 3 business days prior to the start date of this engagement, Dow Jones shall pay Service Provider all fees due for this engagement as if it had been fully performed or \$12,500, whichever is less, and any non-refundable expenses. If Dow Jones reschedules the engagement, Dow Jones will work with Service Provider to arrange a mutually agreed-upon return date, and prioritize the remaining time in this engagement. Such cancellation or rescheduling shall be in writing and shall be effective when received by Service Provider.
3. Pricing is indicated as a time and materials rate with a 4-hour minimum (per day) for onsite resources.
4. If a Service Provider engineer arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Dow Jones, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Service Provider will have 10 business days to schedule the return visit, if required.
5. This SOW assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
6. Service Provider is not responsible for delays or repeated tasks caused by factors outside Service Provider's control. These factors include, but are not limited to, availability of Dow Jones personnel, equipment, and facilities. Dow Jones will compensate Service Provider for any out-of-scope work requested by Dow Jones on an hourly basis at Service Provider's standard hourly rates (unless otherwise agreed to in writing by the parties).

Invoicing

1. Time and Materials Pricing

Service Provider will invoice Dow Jones on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any travel-related expenses and taxes incurred (if applicable).

12. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

13. Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Service Provider Holidays.

14. Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Service Provider prior to commencement through the Change Request process.

15. Reference

Upon successful completion of the engagement, Service Provider may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Service Provider and Dow Jones.

16. Case Study

Upon successful completion of the engagement, Service Provider may ask Dow Jones to serve as an account case study for Service Provider. If Dow Jones agrees, Service Provider will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Dow Jones), in conjunction with Dow Jones' name.

17. Terms and Conditions

The General Terms and Conditions attached are incorporated and made part of this SOW. This SOW may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Transmission by facsimile, or scanned image as an attachment to an email, of an executed counterpart to this Amendment (whether signed by a single party or by all parties in counterparts) will be deemed due and sufficient delivery of such counterpart, and a photocopy of an executed counterpart sent by facsimile transmission may be treated by the parties as a duplicate original. If the applicable law governing this SOW requires that execution be evidenced by executed originals of this amendment, then the parties agree to arrange for procurement of executed originals, which may be in counterparts.

IN WITNESS WHEREOF, the parties have executed this SOW as of the date set forth above.

Insight Direct USA, Inc.

By:

Date:

Name:

Title:

Dow Jones & Company, Inc.

By:

Date:

Name:

Title:

1. Entire Agreement. The scope and terms associated with the Services along with these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". This SOW, together with all attachments, schedules, addenda and exhibits, forms the entire agreement between the parties and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter of this SOW. Any conflicting additional or different terms contained in any other agreement, invoice or statement of work, as the case may be, are expressly rejected. In the event of a conflict between these General Terms and Conditions, and Special Terms, Conditions and Assumptions under the Statement of Work, the Special Terms, Conditions and Assumptions will govern. 2. Term. This SOW begins on the date last signed by the Authorized Representative of each party (the "Effective Date") and will expire upon the completion of the Services or as otherwise provided under Section 3 below. 3. Termination. Insight or Client may terminate this SOW with or without cause with 30 days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or fees or expenses incurred, in accordance with this SOW. 4. Invoicing/Payment. Services will be invoiced in accordance with this SOW. Client must pay all undisputed invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.

(a) Credit/Late Payment. Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services based on changes in Insight's credit policies or Client's financial condition and/or payment record. Insight reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner. (b) Taxes. Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight. 5. Services.

1. (a) Intellectual Property Rights. Insight retains all right, title and interest in, without limitation, any works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, work flows, and best practices developed, invented, created or reduced to practice by Insight, except for Work Product defined below and set forth in a SOW ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this Agreement. Upon payment in full of all amounts due Insight for the Work Product, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this Agreement ("Work Product"), except for any Insight IP contained within such Work Product, shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations. 6. Limited Service Warranty. Insight represents and warrants that:

(a) It has the full power and authority to enter into this SOW; (b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party; (c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and (d) Warranty Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning. 7. Remedies. THE

FOLLOWING ARE THE PARTIES' RESPECTIVE SOLE AND EXCLUSIVE OBLIGATIONS, AND SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY ACTION FOR BREACH OF LIMITED WARRANTY UNDER THIS SOW.

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(a) Services. Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services. No re-performance will extend any warranty period. (b) Credits. Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

8. Confidential Information. Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, its affiliates, and its customers.

"Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure and includes, but is not limited to, trade secrets, know-how, inventions, techniques, data, customer lists, personal information, financial information, sales and marketing plans of the other party, its affiliates, or its customers. Both parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Both parties will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon request of the owner of Confidential Information, the other party will promptly return all materials incorporating any Confidential Information and any copies. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of the other party; (ii) was lawfully in Insight's or Client's possession without restriction as to use or disclosure before its receipt from the other party; (iii) is received from, or was made available to, a third party without any obligation of confidentiality; (iv) was independently developed; (v) is otherwise permitted to be disclosed under this SOW; (vi) is disclosed with the prior written consent of the disclosing party; or (vii) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its written consent to such disclosure.

9. Indemnification.

(a) General. Each party will indemnify, defend and hold harmless the other party, its officers, directors, employees, agents, and affiliates from and against any claims, demands, loss, damage, or expense, including reasonable attorney fees, (collectively, "Claims") relating to bodily injury or death of any person or damage to tangible personal property to the extent proximately caused by the negligence or willful acts or omissions of the Indemnifying Party, its officers, directors, employees, agents, and affiliates in performance of this SOW. (b) Procedures. In the event that any Claim is made against a party or other entity entitled to indemnity under this Section (an "Indemnified Party"), the Indemnified Party shall: (i) give prompt written notice of such Claim to the party that has an indemnity obligation (the "Indemnifying Party"); and (ii) provide reasonable assistance and cooperation in the defense and settlement of any Claim or legal proceeding. Notwithstanding the foregoing, if the Indemnifying Party fails to assume its obligation to defend, the Indemnified Party may do so to protect its interests and seek reimbursement from the Indemnifying Party.

10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION,) ARISING UNDER THIS SOW REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AMOUNT OF DIRECT DAMAGES RECOVERABLE FROM A PARTY UNDER THIS SOW IS LIMITED TO THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT FOR SERVICES PERFORMED UNDER THIS SOW.

THE PRECEDING EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL NOT APPLY TO: (1) PAYMENT OF AMOUNTS DUE TO INSIGHT, NOR TO (2) EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER SECTION 9 OR EXPORT OBLIGATIONS UNDER SECTION 15. IN ADDITION, NO ACTION, WHETHER FOR INDEMNIFICATION OR OTHERWISE, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS SOW, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE DAMAGE, LOSS OR EXPENSE OCCURRED.

11. Insurance. Insight will carry adequate insurance coverage to provide Workers Compensation insurance as required by applicable state law, including Employer's Liability insurance with limits of at least \$300,000 each accident; comprehensive

Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit; and comprehensive General Liability insurance with limits of not less than \$1,000,000 each occurrence.

12. Notices. Any notice required or permitted to be given must be in writing and is considered received: (a) when personally delivered; (b) one business day after having been sent by overnight mail via a professional carrier; or (c) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other.

Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85283, Attn: Legal Department.

13. Governing Law. This SOW will be governed by the substantive laws of the State of Arizona without giving effect to any conflict-of-law rules.

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14. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

15. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to an affiliate or corporate successor. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages or loss of electrical power, telecommunications or similar infrastructure. Client represents and warrants that no technical data will be exported under this SOW except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

Attachment 1

CHANGE REQUEST FORM

CHANGE REQUEST # [INSERT CHANGE REQUEST #]

Client Original Project Name Original SOW #:

Insight Services Manager Client Project Sponsor Request Date

Purchase Order to Apply to Changes: PO # _____

Change Request Summary

Original Scope Task

Reason for Change

Description of Change

Project Schedule

Project Pricing

Deliverables

Signatures

Insight Authorized Signer: Date:

Print Name: Title:

Client Authorized Signer: Date:

Print Name: Title: