

**PROFESSIONAL SERVICES AGREEMENT
SILVERSKY PROFESSIONAL SERVICES**

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. SERVICES. SilverSky will perform each Service at the times and in the manner described in the applicable Order. SilverSky may utilize subcontractors to perform some or all of the Services on its behalf.

2. TERM AND TERMINATION. The term of this PSA begins on the Effective Date and, unless terminated earlier in accordance with the terms of this PSA, will continue in effect until the later of (i) 1 year after the Effective Date, or (ii) the termination or expiration of the last active Order in effect under this PSA. Either party may terminate this PSA and all Orders then in effect if the other breaches these General Terms and Conditions or the Service Terms and Conditions of a Order, and the breach is not cured within 30 days after written notice of the breach. Sections 3 (“Payment Terms”), 4 (“Warranties”), 5 (“Limitation of Liability”), 6 (“Confidentiality”), 7 (Compliance with Export Control and Anti-Corruption Laws), 8 (“Indemnification”), 9 (“Intellectual Property”) and 10 (“General Provisions”), Customer’s obligation to pay any unpaid fees, costs and expenses due pursuant to any Order, and any Order Terms and Conditions designated as surviving, will survive the expiration or termination of this PSA and the applicable Orders.

3. PAYMENT TERMS. Customer will pay for Services in the amounts and at the times provided in the applicable Order Fee Schedule. All amounts due hereunder are exclusive of, and Customer will be responsible for, all sales, use and other taxes applicable to the transactions contemplated by this PSA, except for any taxes based upon our net income. All fees are listed in and Customer will pay in U.S. Dollars. Unpaid balances will accrue interest at the rate of the lesser of 1.5% per month or the then-highest interest rate permissible under applicable law, from due date until paid, plus our reasonable cost of collection.

4. WARRANTY

4.1 WARRANTY. We warrant to you that we will perform our duties under this PSA in a diligent and businesslike manner. **EXCEPT AS MAY BE SET FORTH HEREIN OR IN AN ATTACHMENT, WE PROVIDE THE SERVICES “AS IS.” WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

4.2 Remedy. The warranty above is limited to a period of 90 days from the performance of the Services. Your exclusive remedy and our entire liability for breach of any of the above warranties shall be to re-perform the Services, or if re-performance is impossible, in accordance with the provisions of Section 5.

4.3 Your Warranty. You warrant that where you have disclosed to us electronic data and information submitted by or collected and processed by or for you using the Services (“Your Data”) you have obtained the prior consent of all relevant third party individuals for us and our authorized agents, contractors, representatives and vendors to collect, use and disclose Your Data for all purposes relevant to the PSA and the Services, in accordance with any applicable laws, regulations and/or guidelines. You further warrant that you have and shall maintain all appropriate consents, permissions and/or licenses (including from all relevant third parties) to enable us to perform the Services.

5. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS UNDER SECTIONS 6,9 OR 9 BELOW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LIABILITIES, (INCLUDING LOST PROFITS, LOSS OF REVENUE, GOODWILL, REPUTATION OR SAVINGS, LOSS OR UNAVAILABILITY OF DATA) ARISING OUT OF OR IN CONNECTION WITH THIS PSA WHETHER CLAIMED AS BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. OUR LIABILITY TO YOU FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS PSA HOWSOEVER CAUSED OR ARISING WHETHER AS BREACH, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE IS IN EACH CASE LIMITED, IN RESPECT OF ANY ONE INCIDENT OR SERIES OF INCIDENTS ARISING OUT OF ONE CAUSE, TO THE FEES PAID BY YOU TO US UNDER THE APPLICABLE ATTACHMENT(S) IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, SUBJECT TO AN OVERALL AGGREGATE LIMIT OF LIABILITY OF 100% OF ALL FEES PAID UNDER THIS PSA. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY’S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation permitted to the fullest extent possible under such law. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk constituting in part the consideration for our sale of Services and/or Products to you, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of such liabilities. We will have no liability for any loss or damage arising from or related to (i) your acts or omissions, (ii) our compliance with your instructions, or (iii) your failure to timely arrange for or provide access, permissions, and/or consents necessary for the provision of a Service.

6. CONFIDENTIALITY.

6.1 Confidential Information. Confidential Information means the information that is disclosed by either party, or to which either party has access, that the receiving party knows or should reasonably be expected to know is confidential information of the other party.

6.2 Recipient Obligations. Each party receiving Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under this PSA, and (ii) during the term of this PSA and thereafter, safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental, judicial or administrative order or proceeding to compel the disclosure of Confidential Information received under this PSA, as promptly as the circumstances of such order or proceeding reasonably permit.

6.3 Exceptions. Neither party will be obligated to maintain any information in confidence or refrain from use if (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (ii) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, or (iii) the information is or becomes public knowledge without fault of the receiving party. Nothing contained in this PSA will require the alteration, deletion or destruction of back-up media made in the ordinary course of business, *provided however*; that in each instance each party will maintain the confidentiality of Confidential Information in accordance with the terms of this PSA.

7. COMPLIANCE WITH EXPORT CONTROL AND ANTI-CORRUPTION LAWS.

7.1 Export Control Laws. You acknowledge and agree that Services may be subject to restrictions and controls imposed by the United States Export Administration Act, the regulations thereunder and similar laws in other jurisdictions. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("**EAR**") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("**ITAR**") maintained by the Department of State. Specifically, you covenant that you shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Services or technology (including products derived from or based on such technology) received from us to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. You further agree to not transfer to or through the Services any data, materials or other items controlled for export under ITAR, EAR or other applicable regulations (collectively, "**Controlled Data**") unless you have prior written authorization to do so from competent government authorities to transfer such Controlled Data to us, and have provided such authorization and signed an amendment to this PSA authorizing the transfer of Controlled Data to us.

7.2 Anticorruption Laws. Each party acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act ("the **FCPA**") and the U.K. Bribery Act of 2010 ("**UKBA**") and agrees to comply with their terms as well as any provisions of local law related thereto. Each party further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Services. Each party agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and each party agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or anti-bribery law.

8. INDEMNIFICATION

8.1 Your Indemnification. You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Your Data or your use of any Service in breach of this PSA, infringes or misappropriates such third party's intellectual property rights or violates applicable law, or was improperly provided to us in violation of your privacy policies or applicable laws (or regulations promulgated thereunder) (a "**Claim Against Us**"). You will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of, a Claim Against Us.

8.2 Our Indemnification. We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that your use of any Service provided under this PSA infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**") and will indemnify you from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by you under a court-approved settlement of a Claim Against You. We will have no indemnification obligation with respect to any action to the extent resulting or arising out of: (i) the combination, operation or use by Customer or anyone acting on Customer's behalf, of any Services or any part thereof connection with a third-party product or service (the combination of which causes the infringement); (ii) any modification of the Services not performed or provided by or on behalf of us; or (iii) the use of any of the Services other than in accordance with this PSA. If any Service is held to infringe and its use is enjoined, we will, at our option and expense, (i) obtain the right to continue providing that Service consistent with the terms of this PSA and the applicable Attachment, (ii) replace or modify that Service so that it no longer infringes, or (iii) grant you a credit for the Service that you have not received.

8.3 Indemnification Conditions. In each case, as a condition to the right to receive indemnification for a claim, the indemnified party will (i) give the indemnifying party prompt notice of the claim; (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of

the claim; and (iii) give the indemnifying party the right to control the defense and settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. This Section 8 states each party's sole and exclusive remedies for any third-party claim or action, and nothing in this PSA or elsewhere will obligate either party to provide any greater indemnity to the other.

9. INTELLECTUAL PROPERTY

9.1 Ownership of Intellectual Property in the Services and Deliverables; Reservation of Rights. All right, title and interest in and to all copyrights, trademarks, trade secrets, patents, mask works, deliverables, and all other intellectual property embodied in the Services and any documentation produced by us in connection with the Services, including but not limited to written reports, user manuals, training materials and any improvements thereto or goodwill associated therewith ("**Deliverables**") are retained by us or our licensors. Subject to the terms and conditions of this PSA and the applicable SOW or Order and Customer's timely payment of applicable fees, SilverSky grants to Customer a non-exclusive, worldwide, perpetual, non-transferable, non-sub-licensable, license to use the Deliverables for its internal business purposes. Subject to the foregoing, all Deliverables hereunder and all work products created or developed hereunder shall be the exclusive property of SilverSky Systems. Any ideas, know-how, or techniques that may be developed by SilverSky, including any enhancements or modifications made to the Deliverables and work products created hereunder, shall be the property of SilverSky and vest solely in SilverSky.

9.2 Restrictions. You will not (and will not allow any third party to): (i) except to the extent applicable law expressly gives you permission to do so, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Services (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Services (except as expressly and specifically authorized by us in each instance) or (iii) use the Services, including any documentation provided by us, in connection with the development of products or services that compete with the Services.

10. GENERAL PROVISIONS

10.1 Counterparts. This PSA and each Order may be executed in multiple counterparts, each of which will be deemed to be an original. A facsimile or electronic signature will have the same force and effect as the original signature counterpart.

10.2 Amendment. Only a writing signed by both parties may change the terms of this PSA or any Order.

10.3 Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force.

10.4 Waiver. No failure by either party to take any action or assert any right hereunder will be deemed to be a waiver of such right or of the continuation or repetition of the circumstances giving rise to such right.

10.5 Merger and Integration. This PSA, including any Orders and SOWs, sets forth the entire understanding and fully integrated agreement between the parties with respect to the subject matter contained therein, and supersedes all prior agreements between us relating to the Services.

10.6 Arbitration. All controversies and claims arising out of or relating to this contract, or the breach thereof, will be settled by arbitration in New York City administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will be conducted in the English language. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10.7 Governing Law. This PSA will be governed in all respects by the laws of the State of New York as such laws are applied to agreements entered into and to be performed entirely within New York between New York residents.

10.8 Notices. All notices hereunder will be given to the appropriate party and department at the address specified in the cover page of this PSA or at such other address as the party will specify in writing under the terms herein. Notice will be deemed given: upon personal delivery; if sent by email or fax, upon confirmation of receipt; or if sent by certified U.S. mail, postage prepaid, three (3) days after the date of mailing.

10.9 Assignment. You may not assign this PSA or any rights or obligations thereunder, in whole or in part, without our prior written consent, which will not be unreasonably withheld and any such assignment or transfer shall be null and void. This PSA and each Attachment shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

10.10 Independent Contractor Relationship. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this PSA.

10.11 Third Party Beneficiaries. This PSA is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this PSA.

10.12. National Security Warranty. Each party warrants to the best of its knowledge that neither it, nor any of its Affiliates or such party's agents are on any list maintained by the United States Treasury Department's Office of Foreign Assets Control of persons, entities, or prohibited or restricted jurisdictions or on any similar list maintained by Canadian domestic authorities, including the Attorney General of Canada or the Canadian Department of foreign Affairs and International Trade. Each party agrees that it will promptly notify the other party in writing if the notifying party becomes aware of any changes to this warranty or if to the notifying party's knowledge any change is threatened. In such event, the notified party shall have the ability to terminate this PSA without affording the notifying party an opportunity to cure.

10.13. Government Entity. You represent and warrant that it is not a member of the public sector in the United States, including, without limitation, any state, federal, or municipal government or any governmental agency, department, subdivision, instrumentality, body, corporation or other arm or extension of any of the foregoing or a public healthcare provider or educational institution and, in executing and delivering this PSA and receiving the Products and Services hereunder, is not acting under the authority or color of authority of any of the foregoing.

10.14 Affiliates. With respect to such your Affiliate(s), you hereby represent and warrant that : (A) you have obtained the necessary consent from each Customer Affiliate for us or our Affiliates to access such Customer Affiliate's networks and data in connection with providing the Services, and (B) each Customer Affiliate agrees to, and is hereby legally bound by, the terms of this PSA. You shall be fully liable for any breach of the terms of this PSA by your Affiliate(s) receiving or having access to the Services hereunder. Any right or benefit provided to us hereunder shall also be deemed to be provided to our Affiliates.

Order

Terms and Conditions

This Order consists of the Services Order Terms and Conditions, the Order Fee Schedule and each Statement of Work.

- 1. SERVICES.** SilverSky will perform the professional consulting services described in the SOW(s) ("**Services**") for this Order, at the times and in the manner described in the SOW(s).
- 2. RISK ASSUMPTION.** You assume all risk for adverse consequences to the systems resulting from the scanning and/or testing and assessment(s). You release SilverSky from any and all damages, losses and liabilities relating to the systems arising as a consequence of the testing and assessment(s) we provide to you. Adverse consequences could include, but are not limited to: systems downtime, loss of business, connectivity loss, degradation of bandwidth, systems loss and crashes, and information and access loss. If any IP address is a broadcast address, router address or switch address, then systems adversely affected could include all those connected to it. Older systems or components are more prone to result in adverse consequences.
- 3. GENERAL CUSTOMER RESPONSIBILITIES.** You must provide us with the resources, information and assistance we may reasonably request in connection with our performance of Services. Customer acknowledges that our ability to successfully perform the Services in a timely manner is contingent upon our receipt of the information, resources and assistance we request from you. Specific Customer responsibilities include, without limitation:
 - (i) Appropriate Selection of Services.** You are responsible for understanding your needs and choosing the appropriate Services to meet your requirements.
 - (ii) Access and Notice.** Customer must provide us with reasonable access to your designated project manager and technical resources for the duration of the engagement(s) covered by each Order. Customer's project manager must have the necessary knowledge and authority to make decisions concerning implementation of the Services, along with the technical resources and knowledge of Customer's environment and systems to enable the methodology described in each Statement of Work. You must notify all appropriate Customer and third party personnel of all scheduled scanning and testing prior to the scheduled dates.
 - (iii) Identification.** Customer must identify and provide a description of the target systems' environment inventory and topology, including the number of servers at each site and their platforms as needed.
 - (iv) System Information.** Customer must deliver to us, prior to our commencement of any Services, a list of the systems, system names, networks, access points, hardware, software, devices (including wireless devices) and network and IP addresses of each of the foregoing in a form and format agreed upon by the parties.
 - (v) No Interference.** Upon our request, Customer will configure all systems so that they will not interfere with our vulnerability scanning or testing.
 - (vi) Disclosure.** Customer must disclose IP ranges considered in scope for the applicable Services prior to scanning or testing.
 - (vii) Authorization Window.** You must give us reasonable access to the facilities (including without limitation, Customer facilities and any facilities under the control of a third party such as a data center provider) containing the systems to perform the Services during an authorization window mutually agreed upon by the parties and designated in writing. SilverSky and Customer will coordinate regarding scripts and auditing tools, and so that Customer, or any third party at Customer's direction, can coordinate security access permissions or consents.
 - (viii) Communication.** Customer must promptly inform us of changes to the Customer-provided information, and must communicate any concerns regarding any perceived misunderstanding or failure on our part to take relevant facts or circumstances into account.
- 4. Applicable to Security Services:** Should an SOW include security scanning, testing, assessment, forensics, or remediation Services ("**Security Services**"), Customer understands that SilverSky may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. Customer authorizes SilverSky to perform such Security Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services) on network resources with the internet protocol addresses ("**IP Addresses**") identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit SilverSky to provide the Security Services on such third party's network resources. SilverSky shall perform Security Services during a timeframe mutually agreed upon with Customer. The Security Services, such as penetration testing or vulnerability assessments, may also entail buffer overflows, fat pings, operating system specific exploits, and attacks specific to custom coded applications but will exclude intentional and deliberate DOS ("**Denial of Service**") attacks. Furthermore, Customer acknowledges that the Security Services described herein could possibly result in service interruptions or degradation regarding the Customer's systems and accepts those risks and consequences. Upon execution of an SOW for such Security Services, Customer consents and authorizes SilverSky to provide any or all of the Security Services specified in the applicable SOW with respect to the Customer's systems. Customer further acknowledges that it is the Customer's responsibility to restore network computer systems to a secure configuration after the completion of SilverSky's testing.
- 5. Applicable to Compliance Consulting Services:** Should an SOW include compliance testing or assessment or other similar compliance advisory Services ("**Compliance Services**"), Customer understands that, although SilverSky's Compliance Services may discuss or relate to legal issues, (i) SilverSky does not provide legal advice or services, (ii) none of such Compliance Services shall be deemed, construed as or constitute legal advice, and (iii) Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, the Customer Reports

provided by SilverSky in connection with any Compliance Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Customer's legal or regulatory compliance.

6. Applicable to Industry Standard Compliance Consulting Services: Should an SOW include industry standard compliance auditing, testing or assessment or other similar compliance advisory Consulting Services ("Industry Standard Compliance Services"), Customer understands that SilverSky's Industry Standard Compliance Services do not constitute any guarantee or assurance that security of Customer's systems, networks and assets cannot be breached or are not at risk. Industry Standard Compliance Services are an assessment, as of a particular date, of whether Customer's systems, networks, assets, and any compensating controls meet the applicable industry standards. Mere compliance with industry standards may not be sufficient to eliminate all risks of a security breach of Customer's systems, networks and assets. Furthermore, SilverSky is not responsible for updating its reports and assessments, or enquiring as to the occurrence or absence of such, in light of changes to Customer's systems, networks and assets after the date that SilverSky issues its final customer report pursuant to an SOW, absent a Change Order or a separately signed SOW expressly requiring the same.

Schedule 1
Change Control Procedure

Part 1. If either party determines that the scope of the Services has changed from that contained in the SOW, then the parties shall undertake the Change Control Procedure set forth below and Customer shall pay the Fees, Fee Changes and Expenses for all work undertaken in connection therewith.

Part 2. Change Control Procedure. Either party hereto may elect to submit a change order request (a “**Change Request**”) proposing changes to Services, Deliverables, Documentation or a SOW subject to this Agreement. Change Requests shall be submitted in writing to the other party and shall contain a sufficient level of detail (containing at a minimum the information as per part 3 below) to permit each party to properly evaluate the Change Request. SilverSky may charge a reasonable fee for investigating, preparing or initiating a Change Request at Customer’s request.

Change Order requests will be processed as soon as is reasonably possible. Customer shall evaluate the ramifications of a SilverSky-initiated Change Request, and SilverSky shall evaluate the ramifications of Customer-initiated Change Request to determine whether the Change Request is, in its reasonable judgment, technically and commercially feasible, and if so, what impact approving the Change Request will have on the Services, Deliverables, Documentation or a SOW subject to this Agreement. The non-initiating party shall respond in writing with either: (i) acceptance of the Change Request; (ii) a proposal of modifications to the Change Request; or (iii) reasons why such a Change Request cannot be accepted.

In the event that the Change Request as evaluated or modified by the parties is acceptable to both parties, the parties shall amend this Agreement in writing signed by their respective authorized signatories (a “**Change Order**”), and this Agreement shall continue, as amended. Neither party shall be entitled to or obligated by a Change Request until it has been presented and approved by both parties in accordance with the above-mentioned procedures, and pending the outcome of any Change Request, the time for performance regarding tasks dependent on resolution of the Change Request shall be extended by the period of delay during which such dependent work could not reasonably proceed pending outcome of the Change Request.