

MASTER SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made effective as of May 14, 2010 (“**Effective Date**”), by and between HPIDC, having its principal place of business at Helmerich & Payne International Drilling Co., Personnel Development Center Houston, TX (“**HPIDC**”), and (Vendor Name Here), a (Enter State Here) corporation having its principal place of business at (Enter Physical Mailing Address Here) (“**Vendor Name Here**”). HPIDC and (Vendor Name Here) are referred to each individually as a “**Party**” and collectively as the “**Parties.**”

1. Definitions

As used in this Agreement, the following capitalized terms have the meanings given to them below.

1.1. “**Background IP**” means all inventions, improvements, modifications, enhancements, derivatives, compositions, discoveries, know-how, processes, methodologies, formulas, designs, drawings, data, information and works of authorship in which (Vendor Name Here) or any of its licensors own or may acquire or assert any proprietary right anywhere in the world, and which was acquired, licensed, developed, discovered, invented, authored or first reduced to practice by (Vendor Name Here), alone or jointly with others, either: (a) prior to the Effective Date; or (b) outside of the scope of performing the Services under this Agreement; provided, however, that the term “Background IP” shall not be deemed to include any Separately Licensed Software.

1.2. “**Intellectual Property Rights**” means any and all of the following, arising in any jurisdiction in the world: (a) patents, patent applications, continuations, continuations-inpart, divisionals, renewals and reissuances; (b) copyrights; (c) trademarks, service marks, trade names and trade dress; (d) trade secrets; (e) design rights; (f) data rights; (g) mask work rights; (h) moral rights; (i) foreign equivalents of any of the foregoing; (j) any other intellectual property rights; (k) registrations of, and applications for, any of the foregoing; and (l) the right to sue for any present and/or past violation, infringement or misappropriation of any of the foregoing.

1.3. “**Personnel**” means a Party’s employees, agents, consultants, contractors and subcontractors, together with the employees, agents, consultants, contractors and subcontractors of any of the foregoing.

1.4. “**Confidential Information**” means any data or information provided or made available by or on behalf of HPIDC, any HPIDC Affiliate or any HPIDC Client to (Vendor Name Here) and/or any of its Personnel in connection with this Agreement to the extent that such data or information: (a) is marked as confidential or proprietary; (b) is otherwise identified orally or in writing as confidential or proprietary; or (c) should reasonably be understood to be

confidential in nature. Without limiting the generality of the preceding sentence, the term “Confidential Information” includes without limitation all Work Product and terms and conditions of this Agreement.

1.5. “**HPIDC Affiliate**” means any entity that now exists or that is hereafter created that directly or indirectly controls, is controlled by or is under common control with HPIDC, where “control” refers to the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of an entity, whether through beneficial ownership of securities or other equity interests, by contract or otherwise.

1.6. “**(Vendor Name Here) Affiliate**” means any entity that now exists or that is hereafter created that directly or indirectly controls, is controlled by or is under common control with (Vendor Name Here), where “control” refers to the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of an entity, whether through beneficial ownership of securities or other equity interests, by contract or otherwise.

1.7. “**HPIDC Customer**” or “**Client**” means any entity that has in the past, present or in the future enters into a business relationship with HPIDC or HPIDC Affiliate to obtain by purchase, license or otherwise access to or use of any HPIDC or HPIDC Affiliate products or services. Client also includes any subsidiary or affiliate or a subsidiary or affiliate of any of the foregoing.

1.8. “**Services**” means the services performed by or on behalf of (Vendor Name Here) under this Agreement.

1.9. “**Work Product**” means all inventions, improvements, modifications, enhancements, derivatives, compositions, discoveries, know-how, processes, methodologies, formulas, designs, drawings, data, information and works of authorship (including without limitation reports, drawings, art, schematics, notes, analyses, records, HPIDC lists and other documents, whether in draft form or final form, and whether in written, electronic or other format) in which any proprietary right exists or may be acquired or asserted anywhere in the world, and which are developed, discovered, invented, authored or first reduced to practice by (Vendor Name Here) and/or any of its Personnel, alone or jointly with HPIDC, HPIDC Affiliate and/or any third party or parties in the course of performing Services under this Agreement.

1.10. “**Work Statement**” means a work order, purchase order, statement of work or other written description of Services, Work Product and/or other deliverables under this Agreement.

1.11. “**Change Order**” means a change to a Work Statement in such form as the Parties may agree in writing pursuant to Section 3.3 below.

1.12. “**Taxes**” has the meaning set forth in Section 5.6 below.

2. Scope of Agreement

2.1. Agreement. This Agreement is an agreement, which may govern one or more Work Statements. This Agreement shall not give rise to any obligation on the part of HPIDC to obtain Services from (Vendor Name Here) unless and until one or more Work

Statements are entered into in accordance with this Section 2.1. No Work Statement shall be effective until signed by an authorized representative of HPIDC. Upon signing and delivery by an authorized representative of HPIDC, each mutually agreed upon Work Statement shall be deemed to be incorporated into, and made a part of, this Agreement. Each Work Statement shall contain, at a minimum, the following items, either by fully setting forth such items or through incorporation by reference to one or more other documents that fully set forth such items:

2.1.1. A reference to this Agreement using language substantially similar to the following: “This Work Statement is governed by the Services Agreement dated [Effective Date] between (Vendor Name Here) and HPIDC, [as amended].”

2.1.2. The relevant project name;

2.1.3. A detailed description of the Services to be performed;

2.1.4. A detailed description of any Work Product and any other deliverables to be provided by or on behalf of (Vendor Name Here);

2.1.5. The fees, expenses and other amounts, if any, to be paid by HPIDC for such Services, Work Product and other deliverables, as well as the appropriate invoicing address;

2.1.6. Acceptance criteria for the Services, Work Product and other deliverables;

2.1.7. Any assumptions of the Parties relevant to the performance of the Services;

2.1.8. If applicable, a start date and end date for the Work Product and/or Work Statement;

2.1.9. If applicable, the schedule pursuant to which the Services are to be performed, the related fees are to be paid, and any Work Product and/or other deliverables are to be provided;

2.1.10. If applicable, availability, response times, quality standards and other service levels that are applicable to the Services;

2.1.11. If applicable, a description of any third party intellectual property to be included with any of the Work Product and/or deliverables;

2.1.12. If applicable, descriptions of the applicable work sites;

2.1.13. If applicable, any meeting, review and reporting requirements;

2.1.14. If applicable, any security measures to be taken, in addition to those set forth elsewhere in this Agreement;

2.1.15. If applicable, the relevant project manager's contact information;

2.1.16. If applicable, the relevant problem management and incident notification information;

2.1.17. If applicable, any other key personnel to be assigned by the parties in connection with such Services; and

2.1.18. If applicable, a fully executed statement of work cover sheet, if required by an Annex to this Agreement.

2.2. **Non-Exclusivity.** Unless otherwise expressly set forth in an applicable Work Statement, nothing in this Agreement shall be deemed to create an exclusive arrangement between the Parties or require HPIDC to make any minimum level of purchases.

2.3. **Procurement by HPIDC Affiliates.** HPIDC may procure Services under this Agreement for its own account and/or on behalf of one or more HPIDC Affiliates. In addition, any HPIDC Affiliate may procure Services directly under this Agreement pursuant to any Work Statement that satisfies the requirements of this Agreement, except that such Work Statement will identify such HPIDC Affiliate and must be signed by an authorized representative of such HPIDC Affiliate. Such HPIDC Affiliate will have all rights and obligations under this Agreement with respect to such Work Statement and (Vendor Name Here) will look solely to and be responsible to such HPIDC Affiliate (and not to HPIDC or any other HPIDC Affiliate) in connection with the performance of this Agreement with respect to such Work Statement. Neither HPIDC nor any HPIDC Affiliate other than the party to the applicable Work Statement shall have any liability in connection therewith.

3. Services and Deliverables

3.1. **Services Generally.** (Vendor Name Here) shall perform the Services and provide the Work

Product and other deliverables specified in each Work Statement in accordance with specifications, schedules and other provisions set forth in such Work Statement and this Agreement. In its performance of Services and provision of Work Product and any other deliverables, (Vendor Name Here) shall: (a) comply with all technical standards as set forth in the applicable Work Statement or otherwise established by HPIDC from time to time; (b) attend any meetings and supply any and all reports as described in the applicable Work Statement; (c) not modify any operating environments and/or systems used to provide Services except pursuant to a duly authorized Change Order; and (d) provide Services in a manner that meet or exceed any service levels set forth under the applicable Work Statement.

3.2. Acceptance. HPIDC shall not be required to accept or pay for any Services, Work Product and/or other deliverables unless and until they conform to all specifications and acceptance criteria (if any) set forth in the applicable Work Statement; provided, however, that acceptance shall be based, at a minimum, upon HPIDC' reasonable satisfaction.

3.3. Use of Change Orders. Either Party may propose a change to a Work Statement by submitting a proposed Change Order in writing to the other Party. On any proposed Change Order submitted to HPIDC by (Vendor Name Here), (Vendor Name Here) shall specify the effect, if any, of the proposed change(s) upon the price, timing and any other terms and conditions applicable to the affected Services. With respect to any proposed Change Order submitted by HPIDC to (Vendor Name Here), (Vendor Name Here) shall evaluate such proposed Change Order as promptly as practicable and shall complete such proposed Change Order by specifying the effect, if any, of the proposed change(s) upon the price, timing and any other terms and conditions applicable to the affected Services. No Change Order shall be effective until executed by an authorized representative of each party. Upon proper execution and delivery, each such Change Order shall be deemed to be incorporated into, and made a part of, the applicable Work Statement and this Agreement.

4. Personnel

4.1. Named Personnel. If a Work Statement names specific (Vendor Name Here) Personnel and capacities for those Personnel in connection with the Services, (Vendor Name Here) shall not remove any such Personnel from performing the Services or assign any such Personnel to different capacities without HPIDC' prior written consent. If any such specified Personnel cease to be affiliated with (Vendor Name Here), (Vendor Name Here) shall promptly replace such Personnel with an individual acceptable to HPIDC.

4.2. Background Checks. (Vendor Name Here)' Personnel who (a) perform Services onsite at

HPIDC' facility while unescorted, (b) provide Services onsite at HPIDC's facility for a continuous period of one (1) week or longer, whether or not escorted, (c) accompany, guide or escort HPIDC' Personnel outside of HPIDC's offices for business related to this Agreement, (d) have access to any of HPIDC' information technology systems, licenses software or course offerings, or (e) have access to any of HPIDC' Customer information, shall at HPIDC's discretion, be subject to background investigations by HPIDC or its designee, at HPIDC' cost, including without limitation criminal history reviews and consumer credit reviews. (Vendor Name Here) shall obtain written consents from such Personnel, on forms provided by or otherwise acceptable to HPIDC, as may be necessary to conduct such investigations. (Vendor Name Here) will provide executed copies of such consents to HPIDC promptly upon HPIDC request.

4.3. Subcontracting. (Vendor Name Here) shall not delegate or subcontract any of its obligations under this Agreement to any third party without HPIDC' prior express written consent.

4.4. Responsibility of (Vendor Name Here). (Vendor Name Here) shall remain at all times during the term of this Agreement, completely and solely responsible for directing the work, performance and conduct of its Personnel, regardless of when and where they perform Services. (Vendor Name Here) shall at all times remain completely and fully responsible to HPIDC for the acts and/or omissions of any of its Personnel performing Services (including without limitation the acts and/or omissions of any of (Vendor Name Here)' subcontractors, if any, and their employees, agents, contractors and subcontractors). In addition, (Vendor Name Here) shall remain at all times fully responsible for any and all payments due to its Personnel performing Services, whether such obligation arises at law, under contract or otherwise, including without limitation any and all applicable wages, bonuses, commissions, overtime, penalties, fringe benefits or payments for fringe benefits, withholdings, taxes, contributions or other payments of any form or kind, including without limitation those which may be found owing to (Vendor Name Here)' subcontractors and/or Personnel of subcontractors.

4.5. Independent Contractor Status

4.5.1. (Vendor Name Here) shall acquire and maintain all required and appropriate tax identification numbers, business licenses and legal status as an independent business entity and is fully qualified to employ its Personnel and to engage in business in the locations necessary to the performance of Services.

4.5.2. (Vendor Name Here) will take any and all measures necessary to maintain its independent contractor status throughout the term of this Agreement. Accordingly, neither (Vendor Name Here) nor any of its Personnel shall be considered to be an employee, joint employee or co-employee of HPIDC or any HPIDC Affiliate for any purpose whatsoever, including without limitation any salary, wages, bonuses, commissions, overtime, penalties, fringe benefits or

payments for fringe benefits, withholdings, taxes, contributions or other payments of any form or kind for wages or benefits.

4.5.3. Neither (Vendor Name Here) nor any of its Personnel shall hold out themselves or any other Personnel as directors, officers, managers, employees, agents or representatives of HPIDC or any HPIDC Affiliate, nor shall any of them enter into any agreements or incur any debt, liability or obligation of any kind that may be binding on HPIDC or any HPIDC Affiliate. (Vendor Name Here) acknowledges and agrees, on behalf of itself and its Personnel, that none of them is, by virtue of this Agreement or otherwise, appointed or designated as an employee, agent, partner, joint venture, lessee or other representative of any kind of HPIDC or any HPIDC Affiliate, and that this Agreement shall not be construed as in any manner doing so.

5. Fees, Expenses and Payment

5.1. **Fees.** Subject to the provisions of this Agreement, HPIDC shall pay (Vendor Name Here) the fees and other amounts set forth in the applicable Work Statement(s), in accordance with the provisions of this Section 6 or such other applicable provisions as may be set forth in such Work Statement(s).

5.2. **General & Travel Expenses.** Except to the extent that expenses and costs are identified in an applicable Work Statement and expressly required to be paid by HPIDC under that Work Statement, the fees set forth in that Work Statement shall be deemed to be inclusive of all actual net expenses and costs and HPIDC shall not be required to pay any amounts in excess of those fees. Any expenses required to be paid by HPIDC under an applicable Work Statement must (a) be pre-approved by HPIDC in writing, (b) be reasonable, (c) be in compliance with the HPIDC Expense Policy attached hereto as Exhibit A, as such guidelines may be updated by HPIDC upon notice to (Vendor Name Here) from time to time, and (d) not include any (Vendor Name Here) mark-up or overhead charges.

5.3. **Invoicing and Payment.** (Vendor Name Here) shall invoice HPIDC in accordance with the schedule set forth in each Work Statement or, if no schedule is set forth therein, on the completion of the work in the Work Statement. Each such invoice shall be such in form and detail as is agreed between the Parties or otherwise acceptable to HPIDC. Unless otherwise provided in the applicable Work Statement, HPIDC shall pay each correct and undisputed invoice within thirty (30) days after its receipt by HPIDC; provided, however, that to the extent that any specifications and/or acceptance criteria are applicable to the Services, Work Product or other deliverables to which such invoice relates, HPIDC shall have no obligation to pay such invoice until all such specifications are met and/or all such acceptance criteria are satisfied. In addition, HPIDC shall be entitled to a two percent (2%) discount on all invoices paid within ten (10) days of their receipt. HPIDC shall have no obligation to pay any invoice that is submitted to

HPIDC more than three (3) months after such invoice is required to be provided to HPIDC hereunder.

5.4. Expense Payment. Expenses will be invoiced as incurred. HPIDC shall pay each properly submitted expense statement within thirty (30) days after its receipt by HPIDC. General and Travel Expenses can only be paid by HPIDC' if sufficient documentation is provided by (Vendor Name Here) (e.g. all receipts, order confirmations, work orders, and similar) and are incurred in accordance with this Agreement and HPIDC' current Expense Policy (see Exhibit A).

5.5. Invoice Review. (Vendor Name Here) will review each invoice for accuracy and value before submitting it to HPIDC.

5.6. Taxes. Unless otherwise set forth in an applicable Work Statement, all fees and other charges described in such Work Statement or Invoices shall be deemed to be inclusive of all sales, use, value-added, income, gross-receipts and other taxes, as well as all duties, excises, levies, assessments and the like (collectively, "Taxes"), and (Vendor Name Here) shall be responsible for and pay all Taxes, however designated, which are levied or based on this Agreement. In the event that the parties agree in a Work Statement that HPIDC will pay applicable sales taxes, duties or the like, (Vendor Name Here) shall break out such charges on a line-item basis in each applicable Work Statement. HPIDC shall have the right to require (Vendor Name Here) to contest within any imposing jurisdiction, at HPIDC reasonable expense, any taxes or assessments that HPIDC deems to have been improperly imposed on HPIDC.

6. Insurance

6.1. Insurance Generally. Prior to the commencement of Services, (Vendor Name Here) shall procure the insurance coverage required under this Agreement at (Vendor Name Here)' sole expense. Thereafter, (Vendor Name Here) shall maintain all such coverage in effect during the Term of this Agreement and, with respect to any coverage that is issued on a claims-made basis, for a period of not less than three (3) years following the expiration or termination of this Agreement. All such coverage shall be issued by insurers properly licensed to do business in the jurisdictions in which the Services are performed. Each such insurer shall be rated by A.M. Best Company as "A VIII" or better, and must be otherwise acceptable to HPIDC. For the avoidance of doubt, none of the coverage under this section shall serve to limit (Vendor Name Here)' indemnification obligations or other liability under this Agreement.

6.2. Required Coverage. The coverage required to be procured and maintained by (Vendor Name Here) under this Section includes the following, together with

any additional coverage that may be required under any other exhibit to this Agreement or any Work Statement:

6.2.1. Statutory Workers Compensation, as required by applicable law;

6.2.2. Such other coverage, if any, as (Vendor Name Here) may be required to maintain pursuant to applicable laws and regulations.

7. Confidentiality

7.1. Restrictions on Use and Disclosure. (Vendor Name Here) and its Personnel shall use Confidential Information only for the purpose of performing (Vendor Name Here)' obligations under this Agreement and for no other purpose whatsoever. Neither (Vendor Name Here) nor any of its Personnel shall disclose any Confidential Information to any third party without HPIDC' prior express written consent in each instance. (Vendor Name Here) shall restrict disclosure of Confidential Information to those of its Personnel who have a need to know such Confidential Information for the purposes of this Agreement. Without limiting the foregoing obligations, (Vendor Name Here) shall take all reasonable precautions to prevent the unauthorized use or disclosure of any Confidential Information in its possession or control.

7.2. Exceptions. (Vendor Name Here)' obligations under Section 7.1 above shall not apply to Confidential Information to the extent that (Vendor Name Here) can prove by written documentation that such Confidential Information: (a) was already known to (Vendor Name Here) prior to its first disclosure to (Vendor Name Here) in connection with this Agreement; (b) is disclosed to (Vendor Name Here) without obligation of confidentiality from a third party who has the right to disclose such information without restriction; or (c) is independently developed by (Vendor Name Here) without any use of Confidential Information disclosed pursuant to this Agreement. In addition, (Vendor Name Here) may disclose Confidential Information to the extent that it is ordered by a court of competent jurisdiction to do so; provided, however, that (Vendor Name Here) provides to HPIDC prompt written notice of such order prior to such disclosure and provides reasonable information and assistance to HPIDC, at HPIDC' request, to contest or limit such order.

7.3. Return or Destruction. Upon the earliest of: (a) the termination or expiration of this Agreement; (b) the termination or expiration of the applicable Work Statement; or (c) HPIDC' demand, (Vendor Name Here) shall promptly return to HPIDC all HPIDC property and all Confidential Information. Alternatively, if so directed by HPIDC, (Vendor Name Here) shall destroy all Confidential Information, and all copies thereof, in (Vendor Name Here)' possession or control, and shall provide a certificate signed by an officer of (Vendor Name Here) that certifies such destruction in detail acceptable to HPIDC.

8. Ownership and Licenses

8.1. Work Product. HPIDC shall own all worldwide right, title and interest in and to all Work Product (including without limitation all related Intellectual Property Rights) from the time that it is created, authored, invented, discovered or first reduced to practice, and neither (Vendor Name Here) nor any of its Personnel shall retain any right, title or interest therein or thereto. (Vendor Name Here) hereby assigns to HPIDC all worldwide right, title and interest in and to any and all Work Product (including without limitation all related Intellectual Property Rights) that (Vendor Name Here) has or may hereafter acquire. (Vendor Name Here) agrees that during the term of this Agreement and thereafter, (Vendor Name Here) shall execute such documents and take such lawful actions as HPIDC may request, at HPIDC' reasonable expense, to evidence and perfect the above assignment and to secure all worldwide Intellectual Property Rights and protections with respect to such Work Product. (Vendor Name Here) shall cause its applicable Personnel to do the same.

8.2. Background IP. Except to the extent expressly agreed between the parties in an applicable Work Statement, to the extent that any Background IP is necessary or useful for the exploitation of any of the Work Product by HPIDC or its designees, (Vendor Name Here) hereby grants to HPIDC a worldwide, non-exclusive, transferable, sub-licensable, fully-paid-up, royalty-free, perpetual, irrevocable license to use, practice, import, distribute, reproduce, prepare derivative works from, display and perform such Background IP in connection with such Work Product. Subject to the foregoing license, (Vendor Name Here) and/or its licensors shall retain all right, title and interest in and to the Background IP (including without limitation all related Intellectual Property Rights).

8.3. Separately Licensed Software. Subject to any separate license agreement between the parties, (Vendor Name Here) and/or its licensors shall retain ownership of all right, title and interest in and to all Separately Licensed Software, and no license thereto is granted to HPIDC under this Agreement.

8.4. HPIDC Intellectual Property. To the extent that HPIDC provides or makes available any Confidential Information or other intellectual property to (Vendor Name Here) under this Agreement, (Vendor Name Here) and its Personnel shall have a limited, personal, non-exclusive, non-transferable license to use such Confidential Information and intellectual property solely for the purpose of performing its obligations under this Agreement and for no other purpose whatsoever. Except as may be otherwise expressly set forth in an applicable Work Statement, no other license is granted to (Vendor Name Here) under this Agreement, by implication or otherwise, with respect to any Confidential Information or other intellectual property that may be provided or made available by HPIDC under this Agreement.

9. Warranties and Disclaimers

9.1. **Warranties and Covenants.** (Vendor Name Here) represents, warrants and covenants, on behalf of itself and each of its Personnel, as follows:

9.1.1. (Vendor Name Here) is duly organized and in good standing in the jurisdiction of its organization and is qualified to do business in each jurisdiction in which the Services are performed;

9.1.2. (Vendor Name Here) has duly authorized the execution and performance of this Agreement;

9.1.3. (Vendor Name Here) has obtained all necessary permits and licenses to perform its obligations under this Agreement;

9.1.4. (Vendor Name Here)' execution and performance of this Agreement does not and will not violate or conflict with any agreement between (Vendor Name Here) and any third party;

9.1.5. (Vendor Name Here)' performance of this Agreement shall not violate any applicable law or regulation, including without limitation any law or regulation concerning export or import controls;

9.1.6. Except to the extent otherwise expressly described in an applicable Work Statement, each item of Work Product is original work created by (Vendor Name Here), and (Vendor Name Here) has free and clear title to each item of Work Product at all times prior to the effectiveness of its assignment to HPIDC under this Agreement, and (Vendor Name Here) has and will obtain all necessary assignments and consents from its Personnel and applicable third parties necessary to effect the assignment of such Work Product to HPIDC, free and clear of any and all encumbrances;

9.1.7. None of the Background IP licensed to HPIDC under this Agreement and none of the Work Product or Services does or will, to the best of (Vendor Name Here)' knowledge, violate, infringe or misappropriate any third party Intellectual Property Right;

9.1.8. (Vendor Name Here) has sufficient right, title and/or interest in the tools and processes used to perform Services and/or create Work Product under this Agreement;

9.1.9. None of the Background IP licensed to HPIDC under this Agreement and none of the Work Product shall contain any: (a) viruses, worms, Trojan horses, other harmful code or any other code that replicates, transmits or activates itself without the control of the person operating the equipment on which such code resides; (b) any hidden files; (c) any key, node lock, time-out or other function,

whether implemented by electronic, mechanical or other means, that restricts or may restrict use or access to any programs or data based on the residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria; or (d) features or capabilities that access or attempt to access systems that such Background IP and/or Work Product is not otherwise intended by HPIDC to access or attempt to access;

9.1.10. Except to the extent otherwise expressly described in an applicable Work Statement, none of the Background IP licensed to HPIDC under this Agreement and none of the Work Product shall be subject to any obligation, restriction and/or limitation that limits HPIDC' ability to exploit such Background IP and/or Work Product as contemplated under this Agreement and/or the applicable Work Statement, including without limitation any "open source" or similar agreements that require HPIDC to: (a) make publicly available any modifications; (b) license or offer to license any modifications; (c) license patents, copyrights, trade secrets or other intellectual property to any third party; and/or (d) include attribution, act as a reference for or otherwise provide marketing support for or to any third party;

9.1.11. All Services, all Work Product and all other deliverables under this Agreement shall conform in all respects to the specifications set forth in the applicable Work Statement(s) and shall be fit for the purposes for which they are intended;

9.1.12. All Services shall be performed in a professional and workmanlike manner in accordance with the highest industry standards;

9.1.13. (a) All of (Vendor Name Here)' Personnel who perform Services in the United States have the legal right to remain and work in the United States for the entire period during which they may render Services; (b) (Vendor Name Here) and its subcontractors do not, have not and will not discriminate against any person in applying for or remaining in the employ of any of them or in the assignment of work or failure to assign work to any Personnel on any basis made unlawful by any applicable provision of federal, state, local or foreign law, ordinance or regulation; (c) (Vendor Name Here) and its subcontractors have investigated, through a professional background search organization that performs such services for employers generally, the background of each of its and their Personnel who will perform Services under this Agreement, and warrants that no such search revealed any history or record of criminal, violent or other behavior which tends to indicate a potential risk or danger to employees of HPIDC or any HPIDC Corporation Affiliate, or characteristics indicating a tendency to engage in any activities that may compromise the safety, health, security, property, Confidential Information or systems of HPIDC, any HPIDC Affiliate, or any of their respective employees, customers or clients; and (d) (Vendor Name Here) and its Personnel will act at all times in accordance with applicable federal, state, local and foreign laws, ordinances and regulations with

respect to all of their respective Personnel, including without limitation their employment by (Vendor Name Here) and/or any of its Personnel;

9.1.14. (Vendor Name Here), at all times relevant to the provision of Services under this Agreement, is and shall remain a true and lawful independent contractor and not a joint- or co-employer with HPIDC of any of (Vendor Name Here)' Personnel providing Services under this Agreement; and

9.1.15. (Vendor Name Here) shall pay all of its debts, obligations and liabilities in any way related to this Agreement as they become due.

9.2. **Disclaimer of Employment Rights.** (Vendor Name Here), as an independent contractor, for and on behalf of its Personnel, specifically disclaims and waives any right of any such person to eligibility as an employee, joint employee or co-employee of HPIDC or any HPIDC Affiliate for insurance, profit-sharing, vacation or other benefits of any kind offered to any employee or group of employees of HPIDC or any HPIDC Affiliate, including without limitation the HPIDC Thrift, Retirement, Health and Long Term Incentive Plans.

9.3. **General Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

10. Possession of Property

Upon the termination of this contract and receipt of final payments, (Vendor Name Here) shall transfer, assign, and make available to HPIDC or a HPIDC representative all property and materials in (Vendor Name Here)' possession or control, which belong to HPIDC. HPIDC will have full ownership of all work related products.

11. Indemnities

11.1. **Indemnities by (Vendor Name Here).** (Vendor Name Here) shall, at its sole expense, indemnify, defend and hold HPIDC, the HPIDC Affiliates and each of their respective directors, officers, employees, agents and affiliates (collectively, "**Indemnified HPIDC Parties**") harmless from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with:

11.1.1. Facts, or alleged facts which, if proven, would constitute a breach by (Vendor Name Here) of any of the representations, warranties and/or covenants set forth in Section 9.1 above;

11.1.2. Any other breach by (Vendor Name Here) and/or any of its Personnel of any of ((Vendor Name Here)) obligations under this Agreement;

11.1.3. The negligence or intentional misconduct of (Vendor Name Here) and/or any of its Personnel;

11.1.4. Any obligation of the (Vendor Name Here) or any of its applicable Personnel to provide workers' compensation benefits, employers' liability, or similar benefits, including but not limited to those arising from any claims presented against (Vendor Name Here) and/or any of its Personnel either in law or by contract regardless of whether (Vendor Name Here) and/or any of such Personnel purchases insurance, elects to self-insure or handles these obligations through other techniques;

11.1.5. Any and all obligations imposed upon HPIDC and/or any of the HPIDC Affiliates resulting from (Vendor Name Here) or any of its Personnel being determined not to be an independent contractor or being determined to be a co-employer, joint employer or employee of HPIDC or any HPIDC Affiliate; and/or

11.1.6. The violation, infringement or misappropriation of any third party Intellectual Property Right by any of the (a) Services, (b) Background IP licensed to HPIDC under this Agreement, and/or (c) Work Product; provided, however, that this obligation shall not extend to infringements, violations or misappropriations of third party rights caused by the modification of any Background IP or Work Product following delivery to HPIDC, unless such modification is performed by, authorized by, or at the request of (Vendor Name Here) or any of its Personnel.

11.2. Procedures for Claims. HPIDC shall provide (Vendor Name Here) with the following in connection with any claim, suit or action for which HPIDC or any Indemnified HPIDC Party seeks defense and/or indemnity from (Vendor Name Here) under Section 11.1 above: (a) prompt written notice of such claim, suit or action; (b) sole control over the defense and settlement of such claim, suit or action, subject to the provisions of this Section 11.2; and (c) reasonable cooperation and assistance in connection with the defense and settlement of such claim, suit or action. HPIDC' failure to comply with its obligations under the preceding sentence shall not relieve (Vendor Name Here) of its defense and indemnity obligations under this Agreement except to the extent that (Vendor Name Here) is prejudiced by such failure. HPIDC shall have the right to approve or reject any counsel proposed or selected by (Vendor Name Here) in connection with the defense and/or settlement of any such claim, suit or action. (Vendor Name Here) shall not settle any such claim, suit or action without HPIDC' prior

express written consent, which shall not be unreasonably withheld. HPIDC shall have the right to participate in the defense and/or settlement of any such claim, suit or action, at HPIDC' expense, with counsel of its choice.

11.3. Substitution of Non-Infringing Items. In the event that any of the Background IP licensed to HPIDC under this Agreement, any of the Work Product, any of the Services or any other deliverable provided by or on behalf of (Vendor Name Here) is found to infringe, violate or misappropriate any third party right, or is likely to do so in HPIDC's opinion, then (Vendor Name Here) shall, at its sole expense, either: (a) replace such item with a functionally equivalent item that does not infringe, violate or misappropriate any third party right; (b) modify such item so as to cause it not to violate, infringe or misappropriate any third party right, but without reducing its functionality; or (c) if neither of the foregoing options is commercially practicable, refund the amounts paid by HPIDC for such items, as depreciated on a straight-line basis over a period of sixty (60) months from the date of acceptance. The foregoing shall be in addition to, and not in lieu of, any other rights and remedies that HPIDC may have under this Agreement, at law and/or in equity.

12. Non-hire

Each Party agrees not to solicit, hire, employ or engage as an independent contractor, consultant or employee any of the other Party's Personnel, without written consent of the other Party, during the term of this Agreement and for a one (1) year period thereafter. In the unlikely event that either Party violates this provision, such Party will pay the other Party a recruiting fee equal to one-half of the employee's current annual compensation, which the Parties agree is a reasonable estimate of actual damages in lost revenues, recruiting fees and productivity costs associated with a replacement.

13. Non-Solicitation

(Vendor Name Here) agrees not to market to, solicit, or engage as an independent contractor, consultant or vendor with any HPIDC Customer that is specifically named on a Work Statement during the term of this Agreement and for a three (3) years period thereafter, without prior written consent.

14. Limitations of Liability

14.1. No Liability for (Vendor Name Here)' Employment Obligations. HPIDC shall not be responsible to (Vendor Name Here) or any of its Personnel for any failure of any of them to withhold from employee compensation or other payments such as taxes, interest, penalties, payments for benefits, contributions to fringe benefit plans or any other payment due to any person, government agency, tax authority or any other entity or plan of any kind.

14.2. Exclusion of Consequential Damages. EXCEPT WITH RESPECT TO LIABILITY ARISING UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT OR FOR BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OF THE HPIDC' AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

15. Term and Termination

15.1. Term. The term of this Agreement shall commence as of 5 May 2006 and shall continue for a period of twenty-four (24) months. The provisions of this Agreement shall continue in effect for any Work Statement that is entered into by the Parties prior to the expiration of the term of this Agreement.

15.2. Renewal. This Agreement shall be renewed only upon the written agreement of both Parties, in the form of an amendment or restatement of this Agreement.

15.3. Termination by HPIDC. HPIDC may terminate this Agreement and/or any Work Statement(s): (a) for any or no reason by providing (Vendor Name Here) not less than thirty (30) days' prior written notice; (b) immediately upon written notice in the event of (Vendor Name Here)' voluntary or involuntary bankruptcy, receivership, reorganization, dissolution or liquidation under applicable state, federal or foreign law; and (c) immediately upon written notice in the event of any breach by (Vendor Name Here) of any representation, warranty or covenant set forth in Section 9.1 above. Any right of termination by HPIDC of this Agreement shall be in addition to, and not in lieu of, any other rights and remedies that HPIDC may have under this Agreement, at law and/or in equity.

16. General Terms

16.1. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with applicable U.S. federal law and the laws of the (Enter State Here), without regard to conflict of law principles. Each Party consents to the exclusive jurisdiction and venue of the U.S. federal and (Enter State Here) state courts, in connection with any dispute or controversy arising out of or in connection with this Agreement and/or its subject matter.\

16.2. Excusable Delays. Neither Party shall be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, public

acts, utility or communications delays or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data that it is required to provide under this Agreement. (Vendor Name Here) shall be responsible for delays and restrictions caused by its Personnel's failure to comply with the provisions of this Agreement that result in exclusion from facilities or access to Confidential Information or systems.

16.3. **Notice.** All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, by overnight delivery upon written verification of receipt, by facsimile transmission upon electronic acknowledgment of delivery or receipt, or by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to the applicable address/facsimile number for notice set forth below or to such other address/facsimile number as a party may designate by giving notice in accordance with this section.

<p>HPIDC: Name: Title: Address: _____ _____ _____ Phone:_____</p>	<p>(Vendor Name Here) Software LLC: Name: Title: Address: City, State, Zipcode USA Phone:</p>
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16.4. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal, it shall be severed, and the remainder of this Agreement shall remain in full force and effect.

16.5. **No Publicity/Trademarks.** Nothing in this Agreement grants either Party any rights in the trademarks, trade names or service marks of the other Party. Neither Party shall make any use of the trademarks, trade names nor service marks of the other party without such other Party's prior express written consent. (Vendor Name Here) shall not issue any press release or make any other public disclosure relating to this Agreement or the performance of Services for HPIDC, HPIDC' Affiliate or any HPIDC Customer without HPIDC prior express written consent in each instance. (Vendor Name Here) shall not list HPIDC on its public customer list, in customer or prospect presentations, or on its public website without HPIDC prior written consent in each instance.

16.6. **No Implied Waiver.** No waiver of any right under, or breach of, this Agreement shall be effective unless in writing and signed by an authorized

representative of the party against whom the waiver is sought to be enforced (which in the case of HPIDC, shall be an officer).

16.7. Entire Agreement, Order of Precedence and Modification. This Agreement, including its exhibits, annexes, agreed Work Statements and agreed Change Orders, constitutes the entire Agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings of the Parties, whether written or oral, with respect to such subject matter. In the event of a conflict between any provision set forth in this Agreement and a provision of any Work Statement, Change Order or other portion of this Agreement, the relevant provision of this Agreement shall govern. Any preprinted or other standard terms set forth on any (Vendor Name Here) order acknowledgment or other form shall be deemed void and of no force or effect, irrespective of whether such form is countersigned by a representative of HPIDC. Subject to the foregoing, any modification, extension or amendment of this Agreement must be in writing and signed by a duly authorized representative of each of the parties (which, in the case of HPIDC, shall be an officer of the company).

16.8. Nature of Relationship. Nothing contained in this Agreement shall create any partnership or joint venture between the Parties. (Vendor Name Here) shall not be deemed an employee of HPIDC.

16.9. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other, and any such purported assignment shall be void. This Agreement shall be construed and interpreted in accordance with the law of (Enter State Here), applicable to contracts made and to be performed entirely therein. This document is a complete and exclusive statement of the terms of this agreement and may not be changed orally but only in writing and signed by both parties.

17. Effect of Termination and Survival

Upon expiration or any termination of this Agreement: (a) HPIDC shall pay (Vendor Name Here) for the undisputed and prorated fees for any Services completed and Work Product delivered; (b) (Vendor Name Here) shall return to HPIDC or destroy all Confidential Information in accordance with Section 10; and (c) the provisions of the following sections of this Agreement shall survive: 1, 9, 10, 11, 12, 13, and 14.

Agreed and Accepted:

HPIDC

By: _____

SIGNATURE

Printed

Name: _____

Title: _____

Date: _____

Agreed and Accepted:

(Vendor Name Here)

By: _____

SIGNATURE

Printed

Name: _____

Title: _____

Date: _____