

IPC Services and Confidentiality Agreement

1. IPC.

InProcess Consulting, LLC (“IPC”) is an elite solution provider and an authorized Qlik Partner, Amazon Web Services Channel and Consulting Partner, and Cloudera Connect Partner. IPC is at all times performing sales and support as an independent contractor. IPC’s Services and Confidentiality Agreement apply to any and all legal relationships created between Customer and IPC, in which IPC incurs any obligation whatsoever, including by way of example, installation of software and the performance of Services for Customer.

2. Definitions.

2.1 **“Background Work Product”** means Work Product that is not Transferred Work Product. Background Work Product includes (and Transferred Work Product does not include) IPC’s pre-existing or pre-owned methodologies, tools, techniques, procedures, software, or documentation, which IPC may use or incorporate into Work Product, and improvements and enhancements thereto of general applicability which IPC develops at its own expense and not specifically for Customer during the course of an SOW. Background Work Product also includes (and Transferred Work Product does not include) IPC’s pre-existing brand names, taglines, slogans, trademarks, and service marks, and existing stock photographs, drawings, clip art, audio, and artwork (and related intellectual property rights therein) contained in or incorporated into the Work Product. IPC grants Customer a transferrable, irrevocable, worldwide, royalty free right to reproduce and distribute such Background Work Product in unmodified form as necessary to use, reproduce, distribute, modify and fully utilize the Work Product.

2.2 **“Customer”** shall mean the entity, and its affiliates, listed in the IPC on-line Account Registration. For purposes of this definition, “affiliate” means those entities or persons controlling, controlled by, or under common control with Customer.

2.3 **“Consultant”** shall mean the employees, subcontractors and/or agents of IPC.

2.4 **“Services”** means services to be rendered by IPC for Customer as described in the Statement of Work (“SOW”). Additional services may be added by amending an SOW with a Change Request or by adding an additional signed SOW.

2.5 **“Transferred Work Product”** means Work Product first created by or for IPC, alone or in conjunction with others, for Customer pursuant to an SOW.

2.6 **“Work Product”** means all tangible and intangible deliverables provided by IPC to Customer as part of the Services, including without limitation: written and computer coded materials; software and documentation; designs methods, procedures, standards, specifications, and recommendations; data and databases; drawings, notebooks, surveys, interim and final reports, files, and records; inventions, improvements, discoveries, testing and research; test procedures and test results; samples and prototypes; documents, disks, tapes and other media containing the foregoing; work in process related to the foregoing; and brand names, taglines, slogans, trademarks, and service marks related to the foregoing.

3. Statements of Work.

3.1. IPC agrees to provide Services to Customer that Customer may authorize from time to time, by execution of a Statement of Work (hereinafter “SOW”). Each SOW shall be signed by both parties and shall describe the scope of work, specific services, applicable fees, estimated expenses, schedules and timelines, as well as any terms and conditions, requirements, considerations, or objectives which differ from or add to this Agreement.

3.2. Changes to an existing SOW that result in a change in deadline, fees, equipment, Consultant, and/or expenses shall be in writing on an IPC Change Request Form and shall be signed by both parties.

3.3. In the event any conditions contained within a SOW conflict with any terms, conditions, or clauses herewith, the provisions of the SOW shall govern.

3.4. IPC shall not be obligated to provide Services until a SOW, Change Request Form, or other written authorization has been executed by both parties in accordance with this Agreement.

4. Consultant.

4.1. IPC shall use all reasonable efforts to maintain the consistency and composition of Consultant assigned to perform the Services for Customer, including the project manager.

4.2. IPC and its Consultants shall adhere to all applicable Customer administrative, operational, and other policies and procedures of which IPC is made aware of through a Customer orientation or formal communication. Customer shall have the right to request, in good faith, that any of IPC’s Consultants, whom Customer reasonably deems to be unqualified, unfit or otherwise unsatisfactory, be removed from a project.

4.3. Customer agrees that during the terms of each SOW and for twelve (12) months from the last date of Service under any SOW, it will not directly or

indirectly retain the services (whether as an employee, independent contractor or otherwise) of any employee of IPC who has provided services to Customer on behalf of IPC.

5. Invoices and Payments.

Unless otherwise stated in the applicable SOW, IPC will account for time and material on a weekly basis and invoice Customer twice per month for its Services. Customer shall pay IPC within thirty (30) days from its receipt of the invoice. Customer must notify IPC in writing of all disputed balances within five (5) business days of its receipt of the invoice. Failure to provide this notice of dispute shall result in Customer's waiver of any disputed amount on the invoice. Balances over thirty (30) days shall be subject to a late fee at a rate equal to the lesser of one and one-half percent (1½%) per month or the highest rate of interest allowed by applicable law commencing with the date the payment was due. In addition, an administration fee of \$75.00 will be assessed for each month that payment is late.

6. Term.

6.1. This Services and Confidentiality Agreement shall commence on the POC Start Date and shall continue until the third (3rd) anniversary of the POC Start Date. Unless a party provides sixty (60) days written notice to the other party of its intent not to renew this Service and Confidentiality Agreement, this Agreement will automatically renew for an additional three (3) year period.

7.2. All SOWs executed prior to the date of termination of this Agreement shall be completed as if this Agreement were still in effect, unless the SOW has also been terminated in accordance with the terms of the SOW.

7. Termination of Services.

7.1. Any individual SOW entered under this Agreement may be terminated, in whole or in part, for any reason, by Customer upon at least forty-five (45) days written notice to IPC. Forty-five (45) days after receipt of the written notice of termination, all Services provided by IPC shall cease and the SOW will terminate ("Termination Date"). IPC may, at its discretion, stop work immediately upon receipt of the termination notice. Customer shall be obligated to pay for time, materials, and project related expenses incurred prior to the Termination Date.

7.2. Either party may terminate performance of Services: (a) upon breach of any material provision hereof by the other party if the other party does not cure such breach within thirty (30) days after written notice by the non-breaching party (which notice shall state the nature of the breach and the party's intent to terminate); (b) if IPC deems the working environment unsafe for its Consultants

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pursuant to Section 11.6 of this Agreement; (c) if the other party voluntarily commences an action or seeks relief regarding liquidation, reorganization, dissolution or similar act or under any bankruptcy, insolvency or similar law; or (d) if a proceeding is commenced or an order, judgment or decree is entered seeking the liquidation, reorganization, dissolution or similar act or any other relief under any bankruptcy, insolvency or similar law against the other party, without its consent, which continues undismissed or un-stayed for a period of sixty (60) days.

7.3. Unless expressly stated otherwise, neither completion nor termination of Services relieves the parties of any obligation accruing prior to completion or termination. The following Sections survive termination for so long as necessary to allow fulfillment thereof: Section 2 (Definitions); Section 8 (Confidential Information); Section 9 (Intellectual Property); Section 10 (Warranties and Disclaimers); and Section 13 (Indemnification).

8. Confidential Obligations.

8.1. IPC agrees that all non-public data, records, files, software, documentation, and information provided to it by Customer, learned by it from Customer, or created by it for Customer during performance of the Services and the Work Product are and shall be “Customer Confidential Information” and subject to this section. (For avoidance of doubt, and without limiting the foregoing, Customer Confidential Information includes data, records, files, software, documentation, and information of Customer’s customers, potential customers, licensors, and suppliers.) IPC agrees to take all reasonable steps (which shall not be less than a reasonable standard of care) to strictly protect, secure, maintain and prevent unauthorized access to, use of and disclosure of Customer Confidential Information.

8.2. IPC shall restrict disclosure to those of its Consultants who (a) have a bona fide need to know such information in connection with work for Customer, (b) have been informed of the confidential nature thereof, and (c) are bound to IPC in writing to keep such information confidential. IPC shall not use any Customer Confidential Information for any purpose other than Customer’s sole and direct benefit pursuant to this Agreement.

8.3. IPC is not obligated by this Section with respect to information that IPC can demonstrate by competent written evidence (a) was available to the public or in the public domain prior to initial disclosure by Customer; (b) becomes known to the public or part of the public domain after disclosure by Customer through no fault of IPC in violation of its obligations to Customer; (c) was learned by IPC from a third party not obligated to Customer to keep the information confidential; or (d) was independently developed by or for IPC without use of or access to Customer’s confidential information.

8.4. Upon written request by Customer, IPC agrees to promptly deliver, erase or destroy as instructed by Customer all memoranda, notes, records, reports, manuals and other documents, including all copies of such materials which IPC then possesses or has under its control, which: (a) belong to Customer, or (b) contain Customer confidential information. Customer agrees that the preceding sentence shall not be construed to require IPC to locate, erase or destroy computer back-up tapes or similar media that are overwritten or erased in the normal course.

9. Intellectual Property

10.1. Transferred Work Product.

(a). IPC agrees that title to (i) all tangible deliverables comprising Work Product and (ii) all intellectual property rights in Transferred Work Product, passes to Customer upon delivery of the Work Product. Title vests solely and exclusively in Customer and IPC retains no rights therein. IPC agrees that, with respect to copyrights applicable to Transferred Work Product, the Transferred Work Product constitutes, to the fullest extent allowed by law, “works made for hire” as defined in the U.S. Copyright Act (17 USC § 101), and that Customer by operation of law is the author and owner of such work.

(b). With respect to any Transferred Work Product that is not a work made for hire, IPC hereby irrevocably assigns and shall assign, and shall cause its employees to assign, the entire right, title and interest that it or they have or may have in such intellectual property to Customer, and neither it nor they shall have or retain any right, title or interest therein whatsoever. IPC shall, when requested by Customer and at Customer’s expense, promptly execute and deliver all oaths, declarations, instruments of transfer, powers of attorney, applications, assignments and other instruments and papers which Customer finds necessary to protect, perfect, apply for, obtain and maintain patents or other registrations in the United States and foreign countries, and to assign and convey to Customer or its designee the sole and exclusive right, title and interest in and to all said intellectual property.

(c). IPC agrees that payments required by this Agreement fully compensate IPC for the foregoing assignments, and that no royalty, accounting or other compensation is due or payable in connection therewith.

9.2. **Background Work Product.** This Agreement does not assign Background Work Product to Customer. Except for identified third party computer software, firmware and hardware, IPC at its expense shall provide to Customer at delivery of Transferred Work Product a non-exclusive, royalty-free, fully-paid-up, world-wide, irrevocable and perpetual right and license to use and modify the Background Work Product in connection with Customer’s business.

9.3. General Knowledge. Nothing in this Agreement precludes either party from using “General Knowledge” without obligation to the other party. “General Knowledge” means ideas, concepts, know or techniques related to Services that are retained in the unaided memories of a party’s employees who have had access to the other party’s information consistent with the terms of the Agreement. An employee’s memory is unaided if the employee has not intentionally memorized the information for the purpose of retaining or subsequently using or disclosing the information. General Knowledge does not include the other party’s trade secrets, and all uses of General Knowledge are subject to the other party’s patents, copyrights, trademark, trade dress, and other intellectual property rights. Nothing in this paragraph gives a party the right to disclose, publish or disseminate (a) the identity of the other party as the source of General Knowledge, or (b) the other party’s confidential information.

10. Warranties and Disclaimers

10.1. IPC represents and warrants that it has all necessary authority to undertake the obligations herein and to provide the Services and Work Product without further consent of any other person or entity, and that the Services and Work Product will be free of infringement and misappropriation of intellectual property rights held by others.

(a). IPC shall not be liable for any claim of infringement or misappropriation based upon Customer's modification of Work Product, or combination of Work Product with information not furnished by IPC, if Work Product would not be infringing or misappropriating except for such modification or combination.

(b). If any part of the Work Product is held to constitute an infringement or misappropriation, IPC shall, at its expense, expeditiously modify such part so as to be non-infringing, or obtain for Customer a license to continue using that part, said license to contain all of the rights, warranties, and protections accruing to Customer described herein. If the deliverables are modified, the modification shall be fully warranted as described elsewhere in this Agreement.

10.2. IPC represents and warrants that as of the POC Start Date and during the Term it is not bound by and shall not be bound by any representation, promise, order, duty, employment, agreement or contract that conflicts with its obligations in this Agreement or limits, restricts or prevents complete and faithful performance of such obligations.

10.3. IPC represents and warrants that:

(a). Services performed by IPC for Customer are those that IPC generally performs in the profession in which it is customarily engaged;

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(b). IPC has all necessary skills, experience, personnel, and resources to competently and timely perform and deliver the Services and Work Product in accordance each agreed upon SOW;

(c). IPC shall perform all Services in a timely, professional and workmanlike manner that meets the criteria in the applicable SOW and complies with generally accepted professional consulting standards and practices for the Services; and

(d). IPC's performance of Services shall comply with applicable state and federal laws, rules, and regulations governing such Services.

10.4. If IPC breaches any of the warranties in this Section then, in addition to other remedies Customer may have, IPC shall, at Customer's option and IPC's expense, promptly re-perform or correct the defective or affected Service or Work Product.

10.5 The foregoing warranties are exclusive and are in lieu of all other warranties and guarantees. IPC DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES TO LOOK TO THE MANUFACTURER FOR ANY REMEDY(IES) REGARDING A PRODUCT. In no event, whether as a result of breach of this Agreement, warranty, tort, extra-contractual liability, strict liability, indemnity, or otherwise, shall IPC be liable for loss of profits or revenues, loss of use of products or services, interruption of business, cost of capital, or for any special, consequential, incidental, indirect, punitive, or exemplary damages.

11. Customer's Duties

11.1 Customer agrees to (a) designate a services coordinator to serve as Customer's representative and contact with IPC for Services; and (b) notify IPC within Five (5) business days if it believes any Services are not being delivered properly, and provide information relevant to solve any issues related to the Services.

11.2 Customer shall notify IPC in writing of its intention to use Services at locations other than those specified in the SOW.

11.3 Customer agrees to provide all commercially reasonable resources necessary to perform the Services. Customer shall make available at the start of IPC's Services all personnel and resources necessary for the Services as stated in the SOW ("Work Product Development Environment"). Necessary resources shall include, but are not limited to, enabled passwords for all Consultants, working servers, proper work space for Consultants, and electricity. Any delay in providing

the needed Work Product Development Environment may delay the start of IPC's Services. If such a delay occurs, the due date for the Services to be completed will be extended by this delay and Customer will be billed an additional amount for this delay at a daily delay rate listed in the SOW.

11.4 Customer agrees to review Work Product delivered within 5 business days. Customer agrees to respond with modification and/or approval of Work Product delivered within 5 business days. Customer's failure to respond or establish a reasonable date certain to respond will result in automatic acceptance of Work Product.

11.5 Customer shall provide an orientation or formal communication to IPC and its Consultants informing IPC of all applicable Customer administrative, operational, and other policies and procedures IPC is expected to follow.

11.6 Customer agrees to provide a safe working environment for IPC Consultants. Any condition deemed by IPC to be unsafe for its Consultants will be brought to the attention of Customer. If the safety of the working environment is not improved, IPC may, at its discretion, stop work immediately until the environment is improved or terminate this contract pursuant to Section 7.2(b) above. If work is stopped under this provision, the due date for the Services to be completed will be extended by this delay and Customer will be billed an additional amount for this delay at the daily delay rate listed in the SOW.

12. Limitation of Liability.

12.1. Even if apprised of the possibility of such damages, and unless expressly set forth herein, neither party shall be liable to the other party or anyone acting through the other party for indirect, special, or consequential damages, including without limitation lost profits or lost sales, arising out of or relating to breach of this Agreement and regardless of the legal theory employed to recover such damages.

12.2. Each party's maximum aggregate liability to the other party for damages arising out of or relating to this Agreement shall be limited to the total amount owed under the applicable SOW.

12.3. The limitations of liability in this Section 12 shall not apply to a party's liability for (i) death or personal injury to any person, (ii) damage to real or tangible property, or (iii) indemnification obligations under Paragraph 13.

13. Indemnification

13.1. IPC, at its own expense, shall defend, protect, indemnify and hold harmless Customer and its directors, officers, employees, agents, and

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representatives from and against any and all losses, costs and expenses, including attorneys' fees, and all claims, liens, damages, demands, liabilities, payments, suits, actions, recoveries and judgments of every nature and description incurred by Customer, or made, brought or recovered against Customer by any third party, to the extent arising out of or resulting from:

(a). violation of any statute, ordinance or regulation by IPC to include any and all claims arising with respect to such payments, withholdings and benefits, if any;

(b). a claim that performance, delivery, possession, use of Services or Work Product infringes or misappropriates any patent, copyright, trade secret or other intellectual property right enforceable in the United States or Canada;

(c). a third party claim against Customer or its parents, subsidiaries or affiliates, and their respective directors, officers, employees, agents, contractors or representatives, for injury to any person (including death) or damage to property caused by tortious acts or omissions of IPC or its employees or agents.

13.2. Indemnity Procedure. If Customer claims indemnification under this Section, it shall promptly notify IPC of any loss, liability, damage or expense, or any claim, demand, action or other proceeding ("claim") with respect to which Customer intends to claim such indemnification. Customer shall allow IPC a reasonable opportunity to exercise control over the defense and settlement of the claim. IPC's indemnity obligations under this Article shall not apply to amounts paid in any settlement if effected without the consent of IPC, which consent shall not be unreasonably withheld or delayed. IPC shall not settle or consent to an adverse judgment in any such claim, demand, action or other proceeding that materially and adversely affects the rights or interests of the Customer or imposes additional obligations on the Customer, without the prior express written consent of the Customer. Customer, its employees and agents, shall cooperate fully with IPC and its legal representatives (at IPC's expense) in the investigation of any action, claim or liability covered by this indemnification.

14. Insurance

14.1. Unless otherwise agreed to in writing, IPC will, at its own expense, carry and maintain, during this Agreement, the insurance coverage as follows:

Workers' Compensation and Employers Liability

(A)	Workers' Compensation Limit:	Statutory
(B)	Employer's Liability:	
(1)	Bodily Injury by Accident, for Each Accident:	\$ 1,000,000
(2)	Bodily Injury for Each Employee by Disease:	\$ 1,000,000
(3)	Policy Limit for Bodily Injury by Disease:	\$ 1,000,000

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General Liability

The policy will include coverage for bodily injury, property damage, personal injury, advertising injury, contractual liability, products/completed operations.

Consultant's insurance will be primary and non-contributory.

(A) Per Occurrence Limit:	\$ 2,000,000
(B) Medical Expense (any one person)	\$ 5,000
(C) General Aggregate:	\$ 4,000,000

Technology & Internet E&O Liability

The policy will include coverage for employee theft, client and expense coverage regarding actual loss sustained.

(A) Per Occurrence Limit:	\$ 5,000,000
(B) General Aggregate:	\$ 5,000,000

Fidelity and Crime

The policy will include coverage for employee theft, client and expense coverage regarding actual loss sustained.

(A) Employee Theft:	\$ 2,000,000
(B) Client Coverage:	\$ 2,000,000
(B) Expense Coverage:	\$ 250,000

Automotive Liability

IPC does not have vehicles, hence all related claims are covered under General Liability.

Umbrella Liability

The policy provides additional limits excess of Workers' Compensation (Employer's Liability), General Liability, and Automobile Liability policies.

(A) Limit:	\$ 2,000,000
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IPC will notify Customer at least thirty (30) days prior written notice of any material reduction or cancellation of the policies.

14.2 Upon Customer request, IPC will provide a certificate of insurance (COI) evidencing the required coverage. Upon Customer request, IPC will add Customer as Additional Insured to said policies.

15. General Terms and Conditions

15.1. This Agreement is subject to, and IPC in the performance hereof expressly agrees to comply with and abide by, all applicable laws, ordinances, codes and regulations, including all rules and regulations now existing or that may be promulgated during the Term.

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15.2. The failure by either party to require strict compliance or performance by the other to any provision of this Agreement shall not constitute a waiver of such provision and shall not affect or impair its right at any time to enforce said provisions or to avail itself of related remedies.

15.3. IPC shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, by merger, by operation of law or otherwise, without the prior written consent of Customer, which will not be unreasonably withheld.

15.4. Any notice that either party hereto desires to give the other shall be in writing and signed by the party giving the notice, and shall be delivered in person, by courier, or deposited in the United States registered or certified mail, return receipt requested, with postage fully prepaid, addressed as follows:

To Customer:

Customer Contact listed on its on-line Registration with IPC

To IPC:

Mark Meersman, Managing Partner
5595 Shiloh Road East, Suite 202
Alpharetta, Georgia 30005

Either party may change its address or addressee for notices by giving notice to the other party in accordance with this Section.

15.5. Force Majeure. Neither party shall be liable to the other for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by events beyond the reasonable control of the affected party, including, but not limited to, fires, earthquakes, floods, war, strikes or other labor disturbances, acts of God, or acts, omissions or delays by any governmental authority; provided, however, that a party claiming relief under this Paragraph shall promptly notify the other party of the cause and likely extent of the delay, and shall take reasonable steps to mitigate the harm caused by the delay. This Article does not limit a party's right to terminate under other provisions of this Agreement.

15.6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to the choice of law provisions thereof. The parties agree that venue shall be in the City of Atlanta, County of Fulton, and State of Georgia.

15.7. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or any failure to agree where agreement of the parties is necessary, shall be resolved as follows:

a. The parties shall use all reasonable efforts to amicably resolve the dispute through direct discussions. Either party may send written notice to the other party identifying the matter in dispute and invoking the procedures of this Section.

b. If the dispute cannot be settled through direct discussions within fifteen (15) days of the receipt of the written notice of the dispute, and the amount in controversy is greater than Fifteen Thousand Dollars (\$15,000), the parties agree that the dispute shall be submitted to arbitration in the City of Atlanta, Fulton County, Georgia and finally resolved by and in accordance with the arbitration rules of the American Arbitration Association. The Parties agree that the decision maker is a sole neutral arbitrator experienced in commercial disputes. The Parties expressly agree that the arbitral decision shall be final and shall be immediately enforceable upon confirmation in any court of competent jurisdiction. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorneys' fees for having to compel arbitration or defend or enforce the award.

c. If the dispute cannot be settled through direct discussions within fifteen (15) days of the receipt of the written notice of the dispute, and the amount in controversy is less than Fifteen Thousand Dollars (\$15,000), the parties agree that the dispute shall be submitted to a court of competent jurisdiction. The prevailing party is entitled to costs of suit, including reasonable attorneys' fees and expenses.

15.8. Independent Contractor. The parties are independent contractors and neither party has authority to bind the other by any representation, statement, agreement or in any manner whatsoever, without the prior written consent of the other party. No joint venture or partnership arrangement or agreement is intended or created hereby.

15.9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.10. Headings. The Article headings and other headings in this Agreement are inserted solely as a matter of convenience and for reference and shall not be deemed to impart their substantive meaning to any term or condition of this Agreement.

15.11. Entire Agreement. This Agreement, including the exhibits, constitutes the entire agreement between the parties, and supersedes all prior representations, IPC Services & Confidentiality Agreement

promises, warranties, agreements, arrangements, and understandings, oral or written, with respect to the subject matter hereof. There are no representations, promises, warranties, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein.

15.12. Amendment. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by a duly authorized representative of the party against whom the change is sought to be enforced.

15.14. Severability. If any provision of this Agreement or the Statement of Work is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of this Agreement shall be unaffected and shall remain enforceable.