Consulting Agreement

YOU (“CLIENT”) AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING THE PROFESSIONAL SERVICES OFFERED BY APPLUENT BUSINESS SOLUTIONS, INC (CONSULTANT) AS FURTHER DESCRIBED IN A STATEMENT OF WORK (AS DEFINED BELOW) AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. THE DATE SET FORTH ON THE SOW SHALL BE THE EFFECTIVE DATE OF THIS AGREEMENT (“EFFECTIVE DATE”).

WHEREAS, Consultant is in the business of providing business consulting services; and

WHEREAS, Client desires to engage Consultant, and Consultant desires to be engaged by Client, to render such services upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and good and valuable consideration, intending to be legally bound hereby, the parties mutually agree as follows:

1. Services

1.1 Description of Services. Consultant will perform the business consulting services specified in the Statement of Work to this Agreement (the "Services"). Each Statement of Work is hereby incorporated into this Agreement by this reference. Any new Statements of Work shall be effective upon signature by both parties.

1.2 Cooperation. Client acknowledges that the successful and timely rendering of the Services will require the good faith cooperation of Client. Client shall fully cooperate with Consultant, including without limitation, by: (a) providing Consultant with all information as may be reasonably required by Consultant; and (b) making available to Consultant at least one employee, consultant or director of Client, reasonably acceptable to Consultant, who shall have substantial relevant knowledge and experience to act as a Project Manager in connection with the rendering of the Services. The name of Client's Project Manager should be set forth in the applicable Statement of Work. All estimated dates specified in a Statement of Work shall be extended by delays caused by Client, including without limitation, Client's submission of Change Requests which impact Consultant's normal schedule.

1.3 Statement of Work. Each Statement of Work shall set forth the fees payable to Consultant for the Services and Deliverables.

1.4 Changes to Statement of Work. Any change to the Statement of Work shall be in accordance with this Section 1.4. If Client desires to change the Statement of Work, it shall notify the Consultant in writing. Upon Consultant’s receipt of a Change Request, Consultant shall submit to Client a written response which should outline the task to be performed by each party, the cost and schedule changes, and any other item applicable to the Change Request. Consultant will charge Client on a time and, if applicable, material basis, at Consultant's then-current rate. If both parties agree to the Change in writing, the Statement of Work will be amended to include the Change.

1.5 Consultant Personnel. Client acknowledges and agrees that Consultant shall have the right, in its sole discretion, to remove or reassign Consultant's employees, agents, consultants or subcontractors who are assigned to provide the Services hereunder.

2. Payment

2.1 Compensation. In consideration for the Services, Client shall pay to Consultant fees based on the rates described in the applicable Statement(s) of Work, along with any material expenses incurred including, but not limited to, travel and lodging expenses. Consultant shall invoice Client monthly for Services. All such invoiced amounts become due and payable to Consultant upon Client's receipt of such invoice. Amounts that are not paid within fifteen (15) days following Client's receipt of such invoice will incur a late fee of one and one-half percent (1.5%) percent per month or the maximum allowed by law, whichever is less. Client shall pay any amounts incurred by Consultant in the collection of past-due amounts owed, including, but not limited to, reasonable attorneys' fees and costs.

2.2 Retainer. If a retainer agreement is incorporated into this agreement, Client will pay an advance payment upon execution of this agreement, the amount of which is listed in the applicable Statement(s) of Work. This retainer will be applied against Consultant fees, expenses, and any other charges. The retainer is received with the understanding that Consultant is expressly authorized to withdraw sums necessary to pay for Services and expenses as they are performed or incurred. Client will be notified in writing of the amounts applied. If the charges for Services and expenses exceed the balance on deposit, the statement will show the excess due and payable. Consultant may require additional retainers to cover additional Services and expenses. When the Services are completed or the Agreement terminated, Client will receive a final invoice. Any remaining balance after payment to Consultant's final invoice will be returned to client. No interest will accrue or be owed on a Retainer on deposit.

2.2.1 Client shall be responsible to pay all taxes, however designated, that are levied or imposed by reason of the transactions contemplated by this Agreement, including without limitation all sales, use, transfer, privilege, excise and other taxes and duties, whether international, national, state or local, excluding, however, taxes based on Consultant's net income.

3. Term and Termination

3.1 Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and shall continue in full effect until terminated by the parties.

The Agreement, and any or all outstanding Statements of Work may be terminated immediately by Consultant for "cause" upon an event of default. "Cause" is defined as (i) the failure of Client to pay any amounts when due for Services or the failure to pay any amounts when due that Client owes to Consultant under any other agreements, contracts, or other arrangements or otherwise, (ii) Any material failure by a party to comply with or to perform any material nonpayment provision or condition of a this Agreement and the continuance of such failure for a period of thirty (30) days after notice thereof to such party or the failure by Client to comply with or to perform any material nonpayment provision under any other agreement or understanding between Client and Consultant; or (iii) A party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or

makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

3.2 Rights Upon Termination. In the event that this Agreement or any Statement(s) of Work are terminated by either party pursuant to this Section 3, Client shall have no right to use or exploit in any manner, the Deliverables or the Consultant's Information related to such Statement(s) of Work unless Client has paid the full fees related thereto. In the event of any termination of this Agreement, Consultant and Client shall promptly comply with Section 5.5 regarding return or destruction of Confidential Information.

4. Proprietary Rights

4.1 Client Ownership Rights. Consultant will assign to Client, upon receipt of full payment for all Services related to a Deliverable rendered under this Agreement, all right, title and interest in and to such Deliverables, including without limitation, all copyrights, patents, trademarks, trade secrets, and any other intellectual property related thereto, subject to any rights of Consultant in Consultant Intellectual Property and/or any rights of third parties with respect to any third party software delivered with or embedded in such Deliverable. Subject to Client's payment obligations and other terms set forth herein, all original works of authorship prepared or developed by Consultant under this Agreement, such as: data, notes, technical and/or business information, specifications, drawings, records, computer program enhancements and related documentation (hereinafter "Materials") shall constitute a "Work Made for Hire" as that term is defined in U.S. Copyright Law, 17 U.S.C. 101 et. seq. To the extent such Materials are deemed not to be Works Made for Hire, Consultant hereby agrees to assign, transfer and convey to Client, without further consideration, except for the payment for all Services rendered hereunder, all right, title and interest, including the copyright, in and to the Materials. Consultant agrees to execute, at the cost and expense of Client, any documents deemed necessary by Client to evidence and/or secure Client's exclusive ownership of the Materials in any and all countries.

4.2 Consultant Ownership Rights. Notwithstanding the foregoing, Consultant currently owns and shall continue to own all right, title and interest (including without limitation all copyrights, patents, trademarks, trade secrets, and any other intellectual property related thereto) in and to all techniques, methodologies, objects, modules, software, or other materials created or obtained by Consultant prior to performing any Services under this Agreement, and any and all enhancements, modifications and derivative works thereto of general application developed by Consultant during the term of this Agreement and any Statement of Work hereunder ("Consultant Intellectual Property"), excluding any Confidential Information (as defined in Section 5 hereof) of the Client. In addition, Consultant may freely use and employ its general skills, know-how, techniques, concepts and expertise within its general knowledge and in the regular course of its business, subject to its obligation to protect the Client's Confidential Information.

4.3 Consultant License. Upon receipt of full payment for all Services rendered under this Agreement and any Statement of Work hereunder with respect to a Deliverable, Consultant will grant to Client an irrevocable, perpetual, non-exclusive, non-transferable, non-assignable, royalty-free, fully paid-up, world-wide license to use, copy, modify, sublicense, and display any Consultant Intellectual Property incorporated into such Deliverable provided under this Agreement.

4.4 Client License. For the sole purpose of meeting the requirements and/or obligations of a Statement of Work, Client hereby grants to Consultant, for the term of this Agreement and any Statement of Work hereunder, a non-exclusive, non-transferable, non-assignable, royalty-free, fully paid-up, world-wide license to use, copy, modify, display, and create derivative works from all objects, components, software,

or other materials/documentation furnished by Client to Consultant which pertain to the Services and/or Deliverables.

5. Confidentiality

5.1 A party disclosing Confidential Information shall herein be referred to as the "Disclosing Party," and a party receiving Confidential Information hereunder shall herein be referred to as the "Receiving Party."

5.2 "Confidential Information" shall mean, without limitation, (i) any idea, proposal, plan, information, procedure, technique, formula, technology or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by a Disclosing Party or relating to a Disclosing Party's or any of its principals' or affiliates' business, projects, operations, finances, activities or affairs, whether of a technical nature or not (including trade secrets, know-how, processes, and other technical or business information), and any proposed change thereto; (ii) any other information disclosed by a Disclosing Party and designated by a Disclosing Party as confidential; and (iii) the Deliverables (until paid for by Client as provided hereunder), Consultant's Information and Client Content.

5.3 Notwithstanding Section 5.2, Confidential Information shall not include information: (i) in the public domain (other than as a result of a breach of this Agreement); (ii) in a Disclosing Party's possession prior to its receipt from Receiving Party pursuant to this Agreement; (iii) independently developed by a Receiving Party or known through a party other than Disclosing Party, which party has no duty of confidentiality to Disclosing Party, as demonstrated by written record; or (iv) disclosed pursuant to applicable law or regulation or by operation of law, provided that the Receiving Party may disclose only such information as is legally required, and provided further that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement and a reasonable opportunity to object to such disclosure.

5.4 Obligations. Receiving Party agrees to hold all Confidential Information in strict confidence and shall not, without the express prior written permission of Disclosing Party: (i) disclose any Confidential Information to third parties or (ii) use the Confidential Information for any purpose other than to perform its obligations under this Agreement or for the purpose expressly set forth in the applicable Statement of Work. Without limiting the generality of the foregoing, Receiving Party shall be permitted to disclose Confidential Information only to its officers, employees and consultants who have an absolute need to know such Confidential Information and who are informed of and agree to be bound by the confidentiality obligations set forth herein; provided that Receiving Party will be liable for breach by any such person or entity. Except as otherwise provided herein, title or the right to possess Confidential Information as between the parties shall remain in Disclosing Party. Receiving Party shall not gain any interest or rights in or to the Confidential Information by virtue of its being disclosed to Receiving Party.

5.5 Return of Confidential Information. Unless the Receiving Party has a license to use the Confidential Information pursuant to Section 4, upon any termination of this Agreement, or at any time upon Disclosing Party's request, Receiving Party shall promptly, at Disclosing Party's option, either return or destroy all (or, if Disclosing Party so requests, any part) of the Confidential Information previously disclosed, and all copies thereof, and Receiving Party shall certify in writing as to its compliance with the foregoing.

5.6 Confidentiality of Agreement. Client and Consultant will not disclose the terms and conditions of this Agreement to anyone other than their respective attorneys, accountants and other professional advisors, except as required by applicable law or regulation or by operation of law, provided that each party may disclose only such information as is legally required, and provided further that each party shall

provide the other with reasonable notice of such requirement and a reasonable opportunity to object to such disclosure.

5.7 Injunctive Relief. The parties agree that, in the event of any breach of any provision of Section 5, the non-breaching party will not have an adequate remedy in money or damages. The parties therefore agree that, in such event, the non-breaching party shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will, in no way, limit the non-breaching party's right to obtain other remedies available under applicable law.

6. Warranties

6.1 Warranties of Consultant. Consultant represents and warrants that: (a) the Services will be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry; (b) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; and (c) neither this Agreement nor Consultant's performance of its obligations hereunder will place Consultant in breach of any other contract or obligation and will not violate the rights of any third party.

6.2 Warranties of Client. Client represents and warrants that (a) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) neither this Agreement nor Client's performance of its obligations hereunder will place Client in breach of any other contract or obligation and will not violate the rights of any third party; (c) the Client Content is, to Client's knowledge, accurate, valid and true in all material respects as of the date it is provided to Consultant; and (d) Client will not use the Deliverables in any manner which is in violation of any law or regulation.

6.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, CONSULTANT EXPRESSLY DISCLAIMS AND CLIENT HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS." CONSULTANT IS PROVIDING SERVICES TO ASSIST CLIENT. CLIENT IS RESPONSIBLE FOR REVIEWING THE DELIVERABLES TO ENSURE THEIR ACCURACY AND COMPLETENESS AND FOR THE RESULTS OBTAINED FROM ITS USE OF THE DELIVERABLES. WITH THE EXCEPTION OF CONSULTANT'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS AS SET FORTH IN SECTION 7, CONSULTANT'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY IS CONSULTANT'S REPERFORMANCE OF THE SERVICES.

7. Indemnification

7.1 Client and Consultant hereby agree to indemnify, defend and hold harmless each other from and against any and all actual or threatened claims, actions, damages, liabilities, costs and expenses, including without limitation reasonable attorney's fees and expenses, arising out of or in connection with: (a) the accuracy, validity or truthfulness of the Client Content, in the case of the Client, (b) the other party's failure to comply with any applicable law or regulation; (c) third party claims of infringement of any patents, trade secrets, copyrights, trademarks, service marks, trade names or similar proprietary rights alleged to have occurred with respect to Client Content, in the case of the Client, or Deliverables, in the case of the Consultant; (d) the death or bodily injury of any person, to the extent that such death or bodily injury was caused by the other party's gross negligence or willful misconduct; (e) the damage, loss or

destruction of real or tangible personal property, to the extent that such damage, loss or destruction was caused by the other party's gross negligence or willful misconduct; and (f) any damages incurred directly or by virtue of a claim made by a third party, arising out of a breach of a party's representations, warranties, covenants or duties arising out of, or in connection with, this Agreement.

7.2 For purposes of this Section 7, each of Consultant and Client shall be responsible for the actions of their respective directors, employees, agents, consultants, subcontractors and clients whose actions or activities are, either directly or indirectly, under or subject to the reasonable control of Consultant or Client, as the case may be.

8. Limitation of Liability

8.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT, TORT, STRICT LIABILITY OR CAUSE OF ACTIONS OF ANY NATURE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR RELIANCE,
LOSS, DAMAGE OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE OR REVENUES, WHETHER OR NOT EITHER PARTY WAS ADVISED, SHOULD HAVE KNOWN OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION OF SUCH PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SERVICES DELIVERABLES AND PRODUCTS, OR ANY PART THEREOF, IN THE CASE OF CONSULTANT, OR THE CLIENT CONTENT, CLIENT'S PRODUCTS AND SERVICES, OR ANY PART THEREOF, IN THE CASE OF CLIENT.

8.2 CONSULTANT'S TOTAL LIABILITY FOR ALL CLAIMS MADE UNDER THIS AGREEMENT SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE SUM TOTAL OF THE FEES PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES. THE OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT RUN ONLY TO EACH OTHER AND NOT TO ANY OTHER PERSONS OR ENTITIES. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY. THE LIMITATIONS IN THIS SECTION 8.2 DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS OF CONSULTANT OR CLIENT FOR THIRD PARTY CLAIMS AS SET FORTH IN SECTION 7.

8.3 No action arising out of breach of this Agreement or transactions related to this Agreement may be brought by either party more than one hundred and eighty (180) days after the cause of action accrued, regardless of the form of the action, except for monies due Consultant under this Agreement.

8.4 Both parties understand and agree that the limitations and exclusions set forth herein represent the parties' agreement as to the allocation of risk between the parties in connection with Consultant's obligations under this Agreement. The fees payable to Consultant hereunder reflect, and are set in reliance upon, the allocation of risk and the exclusions and limitations of liability set forth in this Agreement.

9. Non-Solicitation of Employees

The parties shall not, during the Term and for a period of eighteen (18) months thereafter, directly or indirectly solicit, employ, offer to employ, or engage as a consultant or contractor, any employee, agent,

consultant or subcontractor of the other party. The parties agree that, in the event of any breach of this Section 9, the non-breaching party will not have an adequate remedy in money or damages. The parties therefore agree that, in such event, the non-breaching party shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will in no way limit the non-breaching party's right to obtain other remedies and damages available under applicable law.

10. Independent Contractor

Consultant (including any and all Consultant employees, agents, consultants or subcontractors), in performance of this Agreement, is acting as an independent contractor and not as an employee or agent of Client. Consultant shall have exclusive control of the manner and means of performing its obligations under this Agreement. Each party shall be solely responsible for the supervision, daily direction and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability, health insurance and other benefits. Nothing in this Agreement shall be construed as making either party the agent of the other party, as granting to the other party the right to enter into any contract on behalf of the other party, or as establishing a partnership, franchise or joint venture between the parties. Under no circumstances shall the employees of one party be deemed to be employees of the other party for any purpose.

11. Security Rules

Each party agrees to comply with the other party's reasonable security rules and measures when on the other party's premises and to instruct all of its personnel who enter upon the other party's premises to comply with such security rules and measures. Each party agrees, at its own cost and expense, to provide the other party with sufficient work space and supplies solely for the purpose of each party's performance of its obligations under this Agreement.

12. Force Majeure

Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement or any Statement of Work (other than payment obligations) by reason of any Act of God, fire, natural disaster, accident, riot, act of government, strike or labor dispute, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause beyond the reasonable control of such party. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

13. Arbitration

Except for attempts by Consultant to collect amounts owed under this Agreement or a Statement of Work, which may be pursued, among other ways, through the federal and state judicial systems, any dispute between the parties arising out of or relating to this Agreement or a Statement of Work, or the breach thereof, shall be referred to arbitration by either party hereto and finally settled by arbitration in accordance with the rules of the American Arbitration Association as the exclusive method of dispute resolution. The arbitration panel shall consist of one (1) arbitrator. The arbitration shall take place in Philadelphia, Pennsylvania. The arbitration award shall be final, binding upon the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto. Judgment upon the award rendered may be entered by any court having jurisdiction, or application may be made to such court for judicial recognition of the award or an order of enforcement thereof, as the case may be.

14. Governing Law; Entire Agreement

This Agreement and each Statement of Work shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for all legal actions arising out of or related to this Agreement shall be in courts of competent subject matter jurisdiction located in Philadelphia, Pennsylvania, and the parties hereby consent to the jurisdiction of such courts. This Agreement, together with any Statements of Work executed pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, proposals, understandings and representations, written or oral, with respect to the subject matter hereof. Neither this Agreement nor any Statement of Work may be modified or amended except in a writing signed by duly authorized representatives of each party. To the extent there is such a conflict between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, the terms and conditions of the Statement of Work shall govern and control unless otherwise specified in the Statement of Work. CLIENT AND CONSULTANT EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15. Notices

All notices, consents and approvals, including notices of address changes, required or permitted to be given by either party under this Agreement shall be in writing and shall be deemed given when delivered in person or sent by registered or certified mail or by reputable overnight commercial delivery to the address set forth on page 1.

16. Severability

It is the desire and intent of Consultant and Client that the terms and conditions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be overly broad, invalid or unenforceable as written, it is the desire and intent of Consultant and Client that the court will revise such provision as it deems necessary to make it consistent with the law and public policy of the jurisdiction and governing law and enforce the provision as so revised. In particular, if any one or more provisions contained in this Agreement shall for any reason be adjudicated to be excessively broad as to duration, geographical scope, activity or subject matter, it is the desire and intent of Consultant and Client that the court shall modify such provisions to reduce their breadth to whatever extent and in whatever manner it deems necessary to render them reasonable and enforceable to the maximum extent compatible with applicable law. In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this agreement shall not be affected.

17. Survival

In the event of any termination of this Agreement, the parties agree that Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18 and 19 shall survive such termination. In addition, certain terms in the Statement of Work shall also survive the termination of the Agreement if so specified therein. In addition, the parties agree that certain other terms and conditions may, by their nature, survive any termination of this Agreement.

18. Waiver

No waiver or forbearance by either party hereto of any rights hereunder in any particular instance shall act to preclude such party from exercising those rights in any other instance.

19. Assignment

The parties shall not assign their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

20. Conflict

The terms and conditions of this Agreement, including all Statements of Work executed pursuant hereto, shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form for purchase or payment submitted by Client to Consultant, all of which are hereby rejected.

21. Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Entire Agreement.

This Agreement, including any SOW and any exhibits or attachments thereto, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.