



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement"), is made and entered into on _____, 20__ ("Effective Date") by and between Ciber, Inc., a Delaware corporation ("Ciber") and _____, a _____ corporation ("Customer") (each a "party" and together, the "parties").

RECITALS

Customer desires to contract to obtain certain information technology services and solutions to be provided by Ciber under this Agreement and Ciber desires to provide those information technology solutions and services under the terms and conditions set forth in this Agreement.

AGREEMENT

1. SERVICES

- 1.1 Scope of Work. Ciber will provide the services described in one or more Statements of Work signed by an authorized representative of each party (each an "SOW"). Each SOW is incorporated by reference into, and will be governed by the provisions of, this Agreement. Ciber will perform only work that is documented in an SOW. Ciber may authorize a parent, subsidiary, or affiliate of Ciber to enter into an SOW and for purposes of that SOW, such parent, subsidiary, or affiliate will be deemed "Ciber." Each SOW will describe the services to be performed ("Services"), the deliverables to be provided ("Work Products"), the schedule, the charges, and other essential information. Any inconsistency between this Agreement, an SOW, or any purchase orders or supplemental agreements, shall be decided in this order of precedence: (i) the SOW, including all Change Orders and Acceptance/Rejection Forms (as hereinafter defined), (ii) the Agreement, (iii) purchase orders and supplemental agreements.
- 1.2 Change Orders. To modify or add work to an SOW a party must submit a written request to the other party. The recipient may accept or reject the requested modifications, or present a counter-proposal, in its sole discretion. Ciber may bill Customer on a time and materials ("T&M") basis for the analysis of any modification proposed by Customer. Changes to an SOW will be effective and work commenced upon the written approval of an amendment to the SOW (a "Change Order") by an authorized representative of each party. A Change Order may include a revised price and schedule that increases Ciber's costs and time to perform the changed work. Failure to agree on any adjustment shall be a dispute under the Dispute Resolution clause of this Agreement.
- 1.3 Method of Performance. Ciber will determine the method, details, and means of performing the Services and providing the Work Products. Customer may require Ciber's personnel to observe Customer's safety policies and building rules when on Customer's site. Each party has the right to control its own personnel. Designation of a particular Ciber individual in an SOW does not preclude Ciber's termination or re-assignment of the individual, provided Ciber replaces the individual with a person with appropriate skills.
- 1.4 Acceptance. Acceptance criteria for Services and Work Products shall be set forth in each SOW, or in such other document that the parties mutually agree in writing, including without limitation, project charters or project governance plans, which shall be incorporated into the SOW by this reference. Upon Ciber's delivery of Services or Work Products, Customer must inspect the Services and Work Products for conformance with specifications. If Ciber has not received written notice from Customer (the "Acceptance/Rejection Form") within 3 business days following completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by Customer. Furthermore, for other kinds of work performed by Ciber, including without limitation, staffing work for which acceptance criteria are not specified in an SOW, the applicable Services or Work Products will be deemed accepted by Customer on the date of delivery unless Ciber receives an Acceptance/Rejection Form or other written notice from Customer specifying the reason for non-acceptance within 3 business days after completion of the Services or delivery of the Work Products.

2. CUSTOMER RESPONSIBILITIES

- 2.1 Access and Cooperation. Customer will provide the workspaces, facilities, equipment, properly configured computers (including, hardware, software, and connectivity), and personnel described in the SOW or otherwise required by Ciber. Ciber's timely performance of the Services and provision of the Work Products are contingent on Customer promptly providing (i) all required resources, (ii) the necessary assistance and cooperation of Customer's officers, agents, and employees, and (iii) complete, clean, and accurate information and data. If a

delay is caused by Customer's failure to timely perform any obligation or deliver a necessary resource, the delivery schedule for the Services and Work Products shall be extended for the period of delay.

- 2.2 File Back-up. Unless otherwise specified in the SOW, Customer will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data, and programs affected by the Services.
- 2.3 Health and Safety Hazards. Customer will provide Ciber with written notice of any known health and safety hazards and provide Ciber's personnel with appropriate safety procedures.
- 2.4 Work Rules and Conduct. Customer will provide Ciber written copies of all applicable policies and procedures, including those governing safety and security, use of equipment, sexual harassment and non-discrimination, alcohol and drug use, and integrity. Customer will report to Ciber any alleged violation of Customer's workplace conduct rules involving Ciber personnel and cooperate with Ciber in investigating the alleged violation.
- 2.5 Personnel Changes
 - i. Personnel Schedule Changes. Customer may request changes to the schedules of Ciber personnel. If Customer does not provide a written request at least 5 business days prior to the requested change, Ciber will charge Customer for the Services as scheduled.
 - ii. Open-ended Assignments. Customer may request termination of an open-ended assignment of Ciber personnel. If Customer does not provide a written request at least 30 days prior to the end of the assignment Ciber will charge Customer for the greater of (a) 15 days of Services that were to be performed by the affected Ciber personnel, or (b) the actual number of days of Services performed by the affected personnel after Ciber's receipt of the written request.
 - iii. Extension of Assignments. Ciber considers its personnel for new deployments 30 days before the expiration of their assignments. If Customer desires to extend Ciber personnel, Customer must notify Ciber at least 30 days before the scheduled expiration date to assure continued availability. Ciber will use reasonable efforts to accommodate extension requests received less than 30 days before the expiration of an assignment.

3. TERM AND TERMINATION

- 3.1 Term. The term of this Agreement commences on the Effective Date and continues until the date the Agreement is terminated as provided below. Termination of an SOW will not terminate the entire Agreement unless so stated in the termination notice.
- 3.2 Termination for Convenience. Either party may terminate this Agreement upon 30 days advance written notice. Unless otherwise agreed, all SOWs in effect as of the Agreement's termination date shall also terminate as provided in this Section 3.2. Unless otherwise stated in the applicable SOW, either party may terminate an SOW for time and materials Services upon 60 days advance written notice and an SOW for fixed price Services upon 90 days advance written notice. Ciber will advise Customer of the extent to which performance has been completed and deliver any work in progress. Ciber will be paid for all work performed and expenses incurred through the date of termination, including charges for materials ordered by Ciber that cannot be returned for a full refund. Specifically, Customer will pay (i) in full for all completed and accepted Services and Work Products, (ii) on a percentage of work performed basis, as reflected in the most recent project status report, for Services and Work Products completed by Ciber, but not accepted by Customer pursuant to Section 1.4; (iii) all of Ciber's reasonable costs to terminate and transition the work; and (iv) any cancellation fees applicable to the affected SOW as set forth in such SOW. Additionally, Customer will release all applicable retainage held by Customer and performance bonds in a form satisfactory to the bond underwriter(s).

Notwithstanding the foregoing, Customer may not terminate for convenience any SOW for outsourced Services and associated support except as set forth in the SOW. In the event Customer terminates such a SOW for convenience, Customer shall pay the cancellation fee set forth in the SOW, Ciber's charges for transition services, unabsorbed overhead costs and other general and administrative costs allocated to the terminated outsourced Services or support SOW.

- 3.3 Termination for Cause. Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party:

- i. Materially fails to perform its material obligations under this Agreement or any SOW and such failure continues for a period of 30 days after written notice;
- ii. Ceases to carry on its business substantially as such business was conducted on the date of this Agreement; or
- iii. Institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceeding; or becomes generally unable to pay its debts as they become due.

Ciber may suspend work or terminate this Agreement or any SOW if Customer fails to pay undisputed amounts to Ciber within 15 days of Ciber's written notice specifying the undisputed amounts.

If Customer terminates this Agreement or SOW for default, Customer is obligated to pay for all undisputed Services and Work Products accepted by Customer pursuant to Section 1.4 and the unpaid portions of all disputed Services and Work Products completed by Ciber on a percentage of work performed basis, as reflected in the most recent project status report, prior to Ciber's receipt of Customer's dispute/default notice.

4. RELATIONSHIP OF THE PARTIES

Ciber is an independent contractor. Nothing in this Agreement will be construed to make Ciber or Customer partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed by Ciber to perform work on Customer's behalf under this Agreement will be deemed to be an employee, agent, or contractor of Customer. Neither party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other.

5. COMPENSATION

- 5.1 Pricing. Charges for all Services, Work Products, and expenses are set forth in each SOW. If pricing is on a T&M basis, Customer will make payments at the hourly rates in the SOW, based on a minimum per day charge of 8 hours, exclusive of sales, use, and similar taxes. Customer acknowledges and agrees that travel time to and from Customer's site is billable. Ciber will give Customer 60 days prior written notice of any change in hourly rates or prices. Ciber may impose a higher rate for Services exceeding 40 hours per week or on a weekend or holiday. Ciber does not guarantee T&M pricing estimates in any way or to any extent. If Ciber quotes a price for Services or Work Products and such price is specified without qualification in the applicable SOW, the amount quoted shall be deemed a fixed price. Unless an SOW provides for progress payments or deferral of payment after completion, Customer shall pay the full amount of the fixed price upon Ciber's completion of the specified Services or upon Customer's acceptance of the Work Products under such SOW. An SOW may provide for payment to be based on a fixed price for Services or Work Products to be rendered over a specified period of time or provide for T&M pricing not to exceed a specified amount. For fixed price onsite project work, if the travel costs are averaging over 10% of the per trip amount set forth in the SOW, Ciber will inform Customer and Ciber reserves the right to charge Customer for travel exceeding 10% of the per trip amount. Ciber will work with Customer to come up with reasonable alternatives if the travel costs exceed 10% of the budgeted amount, including performing remotely that work which is capable of being performed remotely.
- 5.2 Invoice and Payment. Ciber will invoice charges for third party materials purchased pursuant to an SOW upon delivery of the materials to Customer. Ciber will invoice T&M charges for Services or Work Products bi-weekly. Ciber will invoice fixed price charges for Services or Work Products in accordance with the payment schedule in the SOW. All invoices will be in Ciber's standard form and Customer agrees to receive invoices via email. Except for charges Customer disputes in good faith, all amounts are due and payable not more than 30 days from the invoice date. Ciber may change payment terms if, in Ciber's reasonable opinion, Customer's financial condition, previous payment record or relationship with Ciber merits such change. Customer must raise any concern or dispute in writing within 10 days from the date of the invoice or the invoice will be presumed payable. Customer's dispute of any amounts will not delay its payment of undisputed charges. If Customer defaults in payment of any charges, Ciber may immediately suspend further performance under any or all SOWs.
- 5.3 Taxes. Charges do not include taxes including, but not limited to, sales, use, gross receipts, and ad valorem taxes, duties or similar charges ("Taxes") imposed on the Services or Work Product (exclusive of taxes based on the property or net income of Ciber). Customer will pay or reimburse Ciber for all Taxes. If Customer is exempt from taxes, a valid tax exemption certificate or direct pay permit (collectively, "Certificate") must be provided to Ciber, Inc. upon execution of this Agreement or any applicable Taxes will be included on invoice to Customer. If Customer provides such a Certificate to Ciber, Customer agrees that Ciber is entitled to and will rely on the Certificate and that any assessment of Taxes imposed on the Services or Work Products notwithstanding the

Certificate will be paid by Customer. In the event of a tax examination involving Taxes imposed on the Services or Work Products provided pursuant to this Agreement, Customer agrees to cooperate with Ciber in any such examination including responding to questions and requests for documents by the taxing authority.

- 5.4 Expenses. Unless expressly set forth in a SOW as included in a fixed price, Customer will reimburse Ciber for reasonable out-of-pocket expenses such as long distance telephone charges, postage, shipping, and reasonable travel and living expenses. All charges exclude costs and expenses incurred for additional Services, Work Products, requirements, features, enhancements, Customer-caused delays, or expectations of Customer not explicitly stated in this Agreement or an SOW ("Additional Expenses"). Ciber will invoice Additional Expenses bi-weekly.
- 5.5 Interest; Collection Costs. Interest will accrue on amounts past due at the lower of eighteen percent (18%) per annum or the maximum permitted by applicable law.

6. CONFIDENTIALITY AND OWNERSHIP

- 6.1 Confidentiality. "Confidential Information" means any and all non-public technical or business information, including third party information, furnished or disclosed by one party to the other party that (i) the disclosing party has marked "confidential" or "proprietary"; or (ii) the disclosing party indicates is confidential or proprietary at the time of an oral disclosure and confirms is confidential or proprietary in a writing within 20 days after such oral disclosure. To the extent permitted by law, each party will maintain Confidential Information it receives from the other in confidence using commercially reasonable standards and no less care than it uses with its own information, and will use and disclose such information only as contemplated by this Agreement or as authorized by the disclosing party unless otherwise required by law. Each party will require its personnel to do likewise. Confidential Information does not include information that is: (a) generally available to the public other than by a breach of this Agreement; (b) rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (c) independently developed by the receiving party or its personnel, *provided* the persons developing the information have not had access to the Confidential Information of the disclosing party; or (d) already known to the receiving party prior to its receipt from the disclosing party.
- 6.2 Permitted Disclosures. A receiving party is permitted to disclose Confidential Information if the disclosure is (i) approved in writing by the disclosing party; (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, *provided that* the receiving party notifies the disclosing party of such required disclosure promptly and in writing, and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. In addition, Ciber shall not be required to keep confidential any ideas, concepts, know-how, or techniques developed during the course of this Agreement by Ciber personnel or jointly by Ciber and Customer personnel.
- 6.3 Return of Confidential Information. Upon termination of this Agreement or the disclosing party's request, and to the extent permitted by law, the receiving party will promptly return or destroy any Confidential Information of the other party.
- 6.4 Ownership. Unless the parties agree otherwise in writing, Work Products developed by Ciber pursuant to this Agreement belong to Customer. Customer ownership of Work Products does not extend to third party works, products, or materials or to Ciber Materials or Ciber Tools as defined below that may be included in Work Products. Customer acknowledges that Ciber is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Ciber will retain all right, title, and interest in and to all Ciber Materials and Ciber Tools. "Ciber Materials" means, other than any Ciber Tools, all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know how, that Ciber, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Ciber's duty of confidentiality to Customer. To the extent Ciber Materials are included in any Work Products, Ciber will grant Customer a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use, execute, reproduce, and modify such Ciber materials, but only for Customer's internal use in conjunction with the Work Products. Ciber's grant to Customer of any interest in the Services and Work Products is effective only upon Customer's payment of all fees and charges invoiced by Ciber. "Ciber Tools" means, collectively, all software or other tools used by Ciber in performing the Services, including, without limitation, pre-existing and newly developed software tools including source code, web authoring tools, type fonts, and application tools, together with any other software or processes and any inventions (whether or not patentable) pertaining to the foregoing.

- 6.5 Residual Rights. Either party shall be free to use Residuals (as hereinafter defined) from any Confidential Information provided by the disclosing party for any purpose, including, without limitation, providing services or creating programming or materials for customers, subject to the obligation not to disclose, publish or disseminate such Confidential Information and subject to the patent rights and statutory copyrights of the other party. "Residuals" shall mean that information which may be retained in intangible form in the minds of those personnel of the receiving party, without intentionally reducing such information to memory, who have had access to Confidential Information in tangible form of the disclosing party during the term of this Agreement.

7. WARRANTY AND LIMITATIONS OF LIABILITY

- 7.1 Warranty and Disclaimer. Ciber warrants that it will perform all Services in a professional and workmanlike manner and provide Work Products that conform in all material respects to the specifications set forth in the SOW. To receive warranty remedies, Customer must report any deficiencies to Ciber in writing within 30 calendar days from the date of Customer's acceptance of the Services or Work Products. Customer's exclusive remedy and Ciber's entire liability is to provide Services to correct the deficiencies. If Ciber is unable to correct the deficiencies, Customer is entitled to recover the fees paid to Ciber for the deficient portion of the Services or Work Products. Ciber DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Ciber makes no warranties regarding Customer or third party modifications of Work Products, any portion of any deliverable developed by Customer or by any third party, including any third party software, hardware, or other third party products provided by Ciber.
- 7.2 Limited Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Work Products under the SOW giving rise to the damages. Notwithstanding the above, the liability of Customer shall be increased to include Ciber's costs of collection of Services fees, including without limitation, reasonable attorneys' fees and court costs. The parties agree that amounts stated herein are fair under the circumstances and that the charges reflect this limitation of liability.

8. INDEMNITY

- 8.1 General Indemnity. Ciber shall indemnify Customer and Customer's officers, directors, affiliates, subsidiaries, agents, and employees ("Customer Indemnitees") from any loss or damage arising out of a third party claim or action against Customer Indemnitees for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of Ciber's personnel while they are providing the Services to Customer under this Agreement. To the extent permitted by law, customer shall indemnify and hold Ciber and Ciber's officers, directors, affiliates, subsidiaries, agents, and employees harmless from any injury to a third party or damage to real or tangible personal property of a third party to the extent caused by the negligent acts or omissions of Customer's personnel while Ciber is providing the Services to Customer under this Agreement. Neither party has a duty to indemnify or hold the other party and its officers, directors, affiliates, subsidiaries, agents, and employees harmless from or against any claim or action for injuries to person or damage to property or any other damage or loss to the extent caused or contributed to by the act or failure to act of the other party and its officers, directors, affiliates, subsidiaries, agents, and employees.
- 8.2 Intellectual Property Indemnity. Ciber shall defend, and pay any damages and costs awarded in final judgment or made in settlement of, any claim or suit against Customer by a third party alleging that a Service or Work Product provided by Ciber, when used in conformity with Ciber's instructions and documentation, infringes a U.S. patent, copyright or trade secret. If any Service or Work Product is determined by a court of competent jurisdiction to be infringing, or in Ciber's opinion is likely to become the subject of a claim of infringement or violation, Ciber may, at its option, procure for Customer the right to continue using the Service or Work Product, or replace or modify the Service or Work Product so it is not infringing. If Ciber cannot secure these remedies on a reasonable basis and if Customer must discontinue use of any Service or Work Product, Ciber will refund a portion of the fees paid for the infringing Service or Work Product based on the expected life of the Service deliverable of the Work Product.

The foregoing indemnity shall not apply to any infringement claim arising from (i) a Service or Work Product that has been modified by any party other than Ciber; (ii) Customer's use of a Service or Work Product in conjunction with the products or services of parties other than Ciber where such use gives rise to the infringement claim; (iii) Customer's use of a Service or Work Product after written notice to Customer to cease such use; (iv) a Service or Work Product not used in accordance with Ciber's instructions and specifications; (v) Customer's use of other than the current release of a Service or Work Product if such claim would have been avoided by the use of the current release provided by Ciber; (vi) Customer's use of a Service or Work Product with services or products not provided by Ciber; or (vii) Ciber's compliance with any design, specification or instruction of Customer.

This Section sets forth Customer's sole and exclusive remedies for infringement or misappropriation of third party rights. Services and Work Products do not include any third party services, products or materials, whether or not supplied by Ciber.

- 8.3 Conditions. All indemnification under this Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.

A party's responsibility to indemnify any indemnified party is conditioned upon:

- i. The indemnifying party receiving prompt written notice of any claim or action.
- ii. The indemnifying party having the sole authority to defend the indemnified parties against any claim or action upon which third party indemnity is sought.
- iii. The indemnified parties' cooperation with the indemnifying party's defense or settlement of the claim.
- iv. Any applicable statute or other law prohibiting or restricting a party's ability to indemnify.

To the extent an indemnifying party's defense of the claim is materially prejudiced by an indemnified party's failure to provide prompt notice or full cooperation with indemnifying party's defense or settlement of the claim, indemnifying party shall be relieved of its indemnity obligations. The indemnifying party has no liability to indemnify or hold any indemnified party harmless for any payment by any indemnified party in settlement or compromise of a claim or action unless the indemnifying party receives written notice at least 10 business days in advance of such settlement or compromise and approves the settlement or compromise in writing before payment is made. All indemnification rights and obligations under this Agreement are subject to the terms of Section 7.2.

9. NONSOLICITATION

During the term of this Agreement and for a period of one year after its termination, neither party will directly or indirectly (i) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services or Work Products under this Agreement or (ii) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Work Products under this Agreement until 180 days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party's internet site. If a party hires or engages, directly or indirectly, any personnel of the other party in violation of (ii) above, the hiring/engaging party will pay the other party a finder's fee equal to three times the greater of (i) gross monthly salary or (ii) monthly billing rate (assuming 168 hours per month) for such personnel.

10. DISPUTE RESOLUTION

- 10.1 General. Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction, each party agrees to resolve all disputes under this Agreement in accordance with these dispute resolution procedures.

- 10.2 Informal Dispute Resolution. Each party will promptly notify the other in writing of any dispute. The parties' designated representatives will meet within 10 days following the receipt of such written notice and will attempt to resolve the dispute within 5 days of the initial meeting. If the parties agree, a dispute may be mediated. The parties will select a mediator within 20 days of agreeing to mediate. All mediations shall be non-binding.

- 10.3 Arbitration/Other Legal Proceedings.

- a. **Arbitration.** Any claim or dispute arising out of or relating to this Agreement or the services to be provided by Ciber hereunder, other than Excluded Disputes, as defined below, shall be resolved by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association. To the extent the Commercial Rules conflict with this provision, this Agreement shall control any arbitration. Each party may seek preliminary or permanent rights or remedies, judicial or otherwise, to maintain the status quo until the arbitration award is rendered or the dispute is otherwise resolved. The arbitration shall be conducted in Denver, Colorado and the laws of Colorado (except its conflict of laws provisions) shall govern the interpretation of this Agreement. Within 10 calendar days of service of a Demand for Arbitration pursuant to this Agreement, the parties shall agree upon a sole knowledgeable and impartial arbitrator. If the parties cannot agree upon a sole knowledgeable and impartial arbitrator, either party may apply to a court of competent jurisdiction for appointment of the arbitrator. If damages are to be awarded, the arbitrator shall only award equitable relief and damages in accordance with this Agreement but in no circumstances shall the arbitrator award exemplary or punitive damages.

Discovery in any arbitration shall be conducted as follows, unless otherwise agreed by the parties:

- i. Discovery for each party is limited to 10 requests for production and 3 depositions, limited to 2 hours per witness.
- ii. Requests for production shall be limited to documents that are directly relevant to the matters in dispute, be reasonably restricted in terms of time frame, subject matter and persons or entities to which the requests pertain and not include broad phraseology such as "all documents directly or indirectly related to." The description of custodians from whom electronic documents may be collected shall be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute.

Each party shall pay its pro rata share of the arbitrator's fees and expenses unless the arbitrator decides otherwise. The decision of the arbitrator shall be final and binding and may not be appealed. A party may apply to any court having jurisdiction to obtain a judgment enforcing the decision of the arbitrator. The parties may cancel or terminate this Agreement in accordance with its terms and conditions without following the procedures in this Article.

- b. **Excluded Disputes.** Notwithstanding the above, Excluded Disputes shall not be subject to arbitration. As used herein, an "Excluded Dispute" means any action or proceeding with respect to this Agreement: (i) that is initiated by Ciber for collection of amounts due by Customer; or (ii) related to the allocation of ownership of Work Product or Services as between Ciber and Customer. All Excluded Disputes shall be brought exclusively in a court of competent jurisdiction located within the state of Colorado. Ciber and Customer each waive their respective rights to a jury trial in an Excluded Dispute. The laws of Colorado (except its conflict of laws provisions) shall govern with respect to such dispute. Notwithstanding subsection (a) above, if Ciber elects to initiate proceedings in court, all disputes between the parties shall be resolved in that forum.

- 10.4 Limit on Actions. Any dispute or other action arising out of this Agreement must be brought within two years of the date the cause of action accrued.

11. GENERAL PROVISIONS

- 11.1 Marketing. Customer agrees to reasonably cooperate in Ciber's marketing efforts. This may include, but is not limited to, (i) working with Ciber on a mutually acceptable joint press release announcing the Agreement; (ii) providing in-person or telephone references to prospective Ciber customers; and (iii) subject to a separate license agreement to be provided by Customer, allowing Ciber to use Customer's name, logo, and information regarding the general business relationship on Ciber's website, in presentations, and as part of Ciber's marketing materials. This provision shall survive the expiration or termination of this Agreement.
- 11.2 Applicable Laws. Each party will comply with applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements, including without limitation, Executive Order 11246 -- Equal Employment Opportunity.
- 11.3 Export Controls. Neither party will knowingly export or re-export or cause to be exported or re-exported any Work Product to any country for which the U.S. government requires an export license or other government approval without first obtaining the required license or approval.

11.4 Notices. All notices must be written and will be deemed received (i) when delivered by hand, (ii) on the next business day, if delivered by a recognized overnight courier, (iii) on the third business day if mailed (by certified or registered mail, return receipt requested) or (iv) upon separately confirmed facsimile transmission to the following addresses or facsimile numbers:

CUSTOMER	Ciber	Ciber Business Unit
_____	Ciber, Inc.	_____
_____	6312 S. Fiddler's Green Circle, Suite 600E	_____
_____	Greenwood Village, Colorado 80111	_____
_____	ATTN: Legal Department	ATTN: _____
Phone _____	Phone 303-220-0100	Phone _____
Fax _____	Fax 303-224-4125	Fax _____

11.5 Supplements. This Agreement hereby incorporates Customer's Insurance Requirements Governing Responses and Subsequent Contracts, (attached hereto as Exhibit A and incorporated herein as if fully set forth), as well as Customer's General Conditions Governing Responses and Subsequent Contracts (attached hereto as Exhibit B and incorporated herein as if fully set forth.) Customer and Ciber agree that in the event of a conflict of provisions between this Agreement and Exhibits A and B, the provisions of the exhibits shall control.

11.6 Entire Agreement. This Agreement, the applicable Exhibits, and SOWs set forth the entire agreement of the parties relating to the Services and Work Products provided by Ciber and supersede all prior written or oral understandings, agreements, or representations by or between the parties with respect to these subjects and the parties shall not be permitted to rely on any written or oral understandings, agreements or representations made prior to execution or outside of this Agreement, any other written or oral agreements, statements or representations made outside of the four corners of this Agreement or any course of dealing, trade usage or course of performance. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

11.7 Waiver. No delay or failure by a party in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power, or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power, or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

11.8 Survival. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.

11.9 Force Majeure. If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, criminal acts, acts of the public enemy, acts of government in a sovereign or contractual capacity, acts of war or terrorism, or attempted acts of terrorism, or acts of God or nature, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than 30 days, either party may terminate an affected SOW upon written notice to the other party and Customer will pay Ciber for all work performed, Work Product created and expenses incurred through the effective date of termination. Failure to make payment by Customer shall not be deemed to be a force majeure event.

11.10 Severability. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected. Notwithstanding the foregoing, if the invalid, void or unenforceable provision is material to the basis of the bargain of this Agreement or an SOW, or materially affects the relative economic benefits to the parties, both parties shall in good faith agree upon an equitable modification of such provision or the application thereof.

- 11.11 Parties in Interest. This Agreement is enforceable only by Ciber and Customer. It is not a contract or assurance regarding compensation, rights, obligations, or benefit of any kind to any other party. There are no third-party beneficiaries of this Agreement.
- 11.12 Assignment and Successors. Customer may not assign this Agreement without Ciber's prior written consent, except that Customer may assign the Agreement without consent to an entity controlling Customer, in common control with Customer or controlled by Customer. This Agreement benefits and will be binding upon Ciber, Customer, and their respective successors, heirs, and assigns.
- 11.13 Insurance. Upon request, Ciber will provide a certificate of insurance evidencing the workers' compensation, general liability, errors and omissions and automobile coverage it has in effect and agrees to comply with the insurance requirements as set forth in Exhibit A to this Agreement. .

The parties, intending to be legally bound, have executed this Master Services Agreement on the date first set forth above.

CUSTOMER

CIBER, INC.

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date