

DATAMARKS Warranty Policies and Pricing

Termination. Either party may terminate the Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.

Indemnification by DATAMARK. If a third party makes a claim against Customer that the Services infringe any patent, copyright or trademark, or misappropriates any trade secret, DATAMARK shall defend Customer and its directors, officers and employees against the claim at DATAMARK's expense and DATAMARK shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by DATAMARK, to the extent arising from the claim. DATAMARK shall have no liability, duty to defend, or indemnify for any claim based on (a) the Customer Content, (b) modification of the DATAMARK Agreement not authorized by DATAMARK, or (c) use of the DATAMARK Agreement other than in accordance with the Documentation and the Agreement. DATAMARK may, at its sole option and expense, procure for Customer the right to continue use of the Agreement Services, modify the Agreement Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

Indemnification by Customer. If a third party makes a claim against DATAMARK that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend DATAMARK and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim. Customer shall defend and indemnify DATAMARK for any claim based on (a) the Customer Content, (b) modification of the DATAMARK Agreement not authorized by DATAMARK, or (c) use of DATAMARK Agreement other than in accordance with the Documentation and the Agreement.

Confidentiality. During the term of the Agreement and for 5 years thereafter, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under the Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

INTERNATIONAL

Notices. Except as otherwise permitted in the Agreement, notices under the Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile or email, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to:

ATTN: Jason Bivens, Vice President of DATAMARK
Michael Baker International, Inc.
5 Hutton Centre Drive #500
Santa Ana, CA 92707

Governing Law. If there is any dispute concerning this agreement, the laws of the Customer's state will rule if required by customer's funding or legal policy. Otherwise, the Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

Contact Information:

For specific questions please contact:

Contract Information:	Shannon Dyer	Shannon.Dyer@mbakerintl.com
Pricing Information:	Dustin Becker	Dustin.Backer@mbakerintl.com
Project Management:	Kirby Kissinger	Kirby.Kissinger@mbakerintl.com

