

**CONTRACT NUMBER: DOS11 001-PSCEUCMS
UTILITY CASE MANAGEMENT SYSTEM**

This agreement and its appendices (the "Agreement") is entered into as of this 7th day of September, 2012 (the "Effective Date"), by and between the State of Delaware, Department of State, Public Service Commission ("DPSC"), located at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, and iTek Solutions, Inc. ("iTek"), a Delaware corporation with offices at 769 Basque Way, Suite 1000 Carson City, NV 89706.

WHEREAS, DPSC desires to obtain a commercial off-the-shelf web-based case management system and related services and issued a Request for Proposals, and iTek responded to such Request for Proposals via its response dated September 6, 2011; and

WHEREAS, iTek desires to provide such web-based case management system and related services to DPSC on the terms set forth below; and

WHEREAS, DPSC and iTek represent and warrant that each party has full right, power, and authority to enter into and perform under this Agreement;

NOW, THEREFORE, in consideration of the mutual promised contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Services.

1.1. iTek shall perform for DPSC the services ("Services") specified in the attached **Appendix A**, which is incorporated herein and made a part hereof. Such Services shall include, but not be limited to, development, maintenance, support, and implementation of a web-based utilities case management system (the "Electronic Utility Case Management System") to manage all phases of DPSC's filing cycle of applications, complaints, certificates, dockets, hearings, order approval workflow, commission meeting scheduling, and agenda management as well as invoice generation, payment processing, and electronic document storage as defined under Delaware RFP# DOS 11 001-PSCEUCMS and iTek's responses and revisions, which are incorporated herein, made part hereof, and attached hereto as **Exhibit 1 to Appendix A**. The Services shall also include, but not be limited to, maintaining the Electronic Utility Case Management System, related software, and database system, granting a software license to DPSC for the software components of the Electronic Utility Case Management System (including Docket Manager 5.0) as set forth in the attached **Appendix B** (Software Licensing Agreement), and providing technical support, maintenance, and software training as set forth in the attached **Appendix C** (Software Maintenance and Support Agreement). As part of entering into this Agreement, iTek also agrees to sign the Confidentiality Agreement which is attached as **Appendix D** and the Software Escrow Agreement which is attached as **Appendix E**. Finally, iTek agrees that the Payment and Performance Schedule, which is attached as **Appendix F**, will control the payment terms for this Agreement.

1.2 DPSC may, at any time, by written order, make changes in the scope of this Agreement and in the Services to be performed. No Services for which additional compensation may be charged by iTek shall be furnished without the written authorization of DPSC. When DPSC desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify iTek, which shall then submit to DPSC a written "Change Control Form" for approval to authorize said change. iTek's Procedures for Change Control Management and "Change Control Form" is attached to Appendix A and labeled as Exhibit 7. The "Change Control Form" shall state the change in the price and the change in the Service required by iTek for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.3 iTek will not be required to make changes to its scope of work that result in iTek's costs exceeding the current unencumbered budgeted appropriations for the Services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorized the adjustment.

2. Payment for Services and Expenses.

2.1 The initial term of the Agreement shall be three years starting from the Effective Date of this Agreement and ending on the last day of Year 2 as defined in and set forth in Appendix F, Section C. In addition, DPSC will have the option to extend the term of this Agreement for up to three (3) additional one-year extensions (defined as Years 3, 4, and 5 in Appendix F, Section C).

2.2 DPSC agrees to pay iTek for the performance of the Services as set forth herein and as more specifically detailed in the attached Appendix A, Appendix C, and Appendix F. DPSC's obligation to pay iTek begins on the Effective Date of this Agreement. Subject to the provisions of Sections 12 and 16 of this Agreement, DPSC will pay iTek in accordance with the Performance and Payment Schedule which is attached hereto and incorporated hereof as Appendix F. DPSC will not pay for any Services until iTek performs such Services except that DPSC may pay for maintenance, support, licensing fees, and hosting fees and hardware costs in advance as set forth in Appendix F. DPSC may require the holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

2.3 DPSC's obligation to pay iTek for the performance of the Services described in this Agreement will not exceed the amount of \$1,650,786.00. It is expressly understood that the work defined in the appendices to this Agreement must be completed by iTek before iTek may receive payment, that such payment amounts are subject to the three (3) one-year contract extensions which may be made by DPSC as set forth in Section 2.1, and that such payments are subject to the provisions of Sections 12 and 16 of this Agreement. DPSC's total liability for all charges for Services that may become due under this Agreement is limited to the total maximum expenditures(s) authorized in DPSC's purchase order to iTek notwithstanding any other provision in this Agreement.

2.4 In order to obtain any payment from DPSC, iTek must submit invoices to DPSC in sufficient detail to identify the Services provided to DPSC and the Deliverables (as defined in Appendix F). DPSC agrees to pay those invoices within thirty (30) days of receipt. If DPSC disputes a portion of an invoice, DPSC agrees to pay the undisputed

portion of the invoice within thirty (30) days of receipt and to provide iTek a detailed statement of DPSC's position on the disputed portion of the invoice within thirty (30) days of receipt. DPSC's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle iTek to charge an interest rate on the overdue portion at the lower of 1.0% per month or the applicable State of Delaware interest rate allowed on judgments due. All payments should be sent to iTek at the address set forth above.

2.5 Unless provided otherwise in an appendix, iTek must pay all expenses incurred in the performance of the Services. If an appendix specifically provides for expense reimbursement, iTek shall be reimbursed only for the reasonable expenses incurred by it in the performance of the Services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies. In addition, iTek shall be reimbursed only as allowed by, and subject to, the provisions of the State of Delaware's Travel Policy dated June 23, 2011, as updated, which applies for state employees.

2.6 iTek agrees that any submission by or on behalf of iTek of any claim for payment to DPSC shall constitute certification by iTek that the services or items for which payment is claimed were actually rendered by iTek or its agents, and that all information submitted in support of the claims is true, accurate, and complete.

2.7 DPSC is a sovereign entity and shall not be liable for payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.8 DPSC shall subtract from any payment which DPSC has not previously paid to iTek all damages, costs, and expenses caused by iTek's negligence resulting from or arising out of errors or omissions in iTek's Services or work products.

2.9 iTek shall submit invoices to:

Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, DE 19904

3. Responsibilities of iTek.

3.1 iTek is responsible for the professional quality, timely completion, and coordination of all Services provided by iTek, its subcontracts, and its principals, officers, employees and agents under this Agreement. In performing the Services, iTek shall follow practices consistent with generally accepted professional standards.

3.2 It shall be the duty of iTek to assure that all Services provided under this Agreement are in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and regulations.

3.3 Designation of persons for each position is subject to review and approval by DPSC. If an iTek staff member needs to be removed from this Agreement for what are now unforeseeable circumstances, iTek will notify DPSC immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill the position or complete the work assigned to the staff position. Replacement staff persons are subject to review and approval by DPSC. If iTek fails to make a required replacement within 30 days, DPSC may terminate this Agreement for default. Upon receipt of written notice from DPSC that an employee of iTek is unsuitable for DPSC for good cause, iTek shall remove such employee for the performance of services and substitute in his/her place a suitable employee.

3.4 iTek shall furnish to DPSC's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.5 iTek agrees that its officers and employees will cooperate with DPSC in the performance of services under this Agreement and will be available for consultation with DPSC at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.6 iTek has or will retain such employees as it may need to perform the Services required by this Agreement. Such employees shall not be employed by DPSC or any other political subdivision of DPSC or the State of Delaware.

3.7 iTek shall not use DPSC's name, either expressly or implicitly, in any of its advertising or sales materials without DPSC's prior express written consent.

3.8 The rights and remedies of DPSC provided for in this Agreement are in addition to any other rights and remedies provided by law.

3.9 When required by any law, iTek shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 *Del. C.* § 708 and 11 *Del. C.* §§8563 and 8564. iTek shall not employ individuals with adverse registry findings in the performance of this Agreement.

4. Time Schedule.

4.1 Major service implementation tasks are included in the attached Appendix A. A detailed Payment and Performance Schedule is attached hereto as Appendix F and agreed upon by both parties.

4.2 Any delay of the provision of the Services must be approved in writing by DPSC.

4.3 If iTek fails to complete the Services or any phase thereof within the time specified in this Agreement, or with such additional times as may be granted in writing by DPSC, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Agreement or any extensions thereof, DPSC may suspend payments.

5. State Responsibilities.

5.1 In connection with iTek's provision of the Services, DPSC shall perform those tasks and fulfill those responsibilities specified in this Agreement.

5.2 DPSC agrees that its officers and employees will cooperate with iTek in the performance of the Services under this Agreement and will be available for consultation with iTek at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The Services performed by iTek under this Agreement shall be subject to review for compliance with the terms of this Agreement by DPSC's designated representatives. DPSC representatives may delegate any or all responsibilities under the Agreement to appropriate staff members and shall so inform iTek by written notice before the effective date of each such delegation.

5.4 The review comments of DPSC's designated representatives may be reported in writing, as needed to iTek. It is understood that DPSC's representatives' comments do not relieve iTek from the responsibility for the professional accuracy of all work delivered under this Agreement.

5.5 DPSC shall furnish or make available, without charge, for examination or use by iTek as it may request, any data which DPSC has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, policies and procedures and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents and information related to the Services specified by this Agreement.

iTek shall return any original data provided by DPSC.

5.6 DPSC shall assist iTek in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the Services specified by this Agreement.

5.7 iTek shall not be responsible for accuracy of information or data supplied by DPSC of other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DPSC agrees not to use iTek's name, either expressly or implicitly, in any of its advertising or sales materials. iTek reserves the right to reuse the nonproprietary data in the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product

6.1 As more fully set forth in the Software Escrow Agreement which is incorporated herein, made a part hereof, and attached as Appendix D, iTek shall deposit on a quarterly basis the most recent version of the source code and documentation of all applications used in the provision of the Services into an escrow account with DPSC. iTek shall pay for any costs of the escrow account.

6.2 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by iTek for DPSC relating to the Services to be performed hereunder shall become the property of DPSC and shall be delivered to DPSC's designated representative upon completion or termination of this Agreement, whichever comes first.

6.3 Upon termination or expiration of the Agreement, DPSC shall have the option, in connection with all application and portal software, documentation, and source code (whether originally developed iTek or a third party), but not software or documentation created by third parties and purchased by iTek, together with any software updates or upgrades made by iTek over the life of the Agreement, but excluding third-party software, documentation, source code, object code, and updates, to exercise one or more of the following:

6.3.1 Contract with iTek for a software license and ongoing support upon mutually agreeable terms and conditions; or

6.3.2 Select a new contract vendor and elect to have the new contract vendor support all existing systems; or

6.3.3 Operate all existing systems under a perpetual software license, including the transferable interests in any third-party software licenses, at no cost to DPSC upon completion or termination of this Agreement, whichever comes first.

6.3.4 iTek shall allow DPSC to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, and enhancements, as it sees fit, for the purposes of maintaining and operating all of the current and new applications developed by iTek under the terms of this Agreement, provided iTek shall not be responsible for the maintenance and support of modifications not carried out by iTek.

6.4 iTek shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DPSC. DPSC shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.5 iTek retains all title and interest in the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DPSC's rights to the materials, information and documents developed in performing the Services. Upon final payment, DPSC shall have a perpetual, nontransferable, non-

exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which iTek retains title, whether individually by iTek or jointly with DPSC. iTek shall retain any and all rights to its source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objections of this Section.

6.7 In no event shall iTek be precluded from developing for itself, or for others, materials that are competitive with the deliverables, irrespective of their similarity to the deliverables. In addition, iTek shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the Services.

6.8 Notwithstanding anything to the contrary contained herein or in any attachment or appendix hereto, any and all intellectual property or other proprietary data owned by iTek prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of iTek even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DPSC's rights under this Section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under the Delaware Freedom of Information Act, 29 *Del. C.* §10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement as more fully set forth in the Confidentiality Agreement, which is incorporated herein, made part hereof, and attached as Appendix D.

8. Indemnification; Limitation of Liability.

8.1 iTek shall indemnify and hold harmless DPSC, the State of Delaware, and each of their agents and employees from any and all liability, suits, actions or claims, together with all reasonable costs and expensed (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of iTek, its agents, or employees, or (B) iTek's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) iTek shall have been notified promptly in writing by DPSC of any notice of such claim; and (ii) iTek shall have the sole control of the defense of any such action on such claim and all negotiations for its settlement or compromise.

8.2 iTek shall indemnify and hold harmless DPSC, the State of Delaware, and each of their agents and employees from contingent liability to others for damages because of bodily injury, including death, that may result from iTek's negligent performance under this Agreement and any other liability for damages for which iTek is required to indemnify DPSC, the State of Delaware, and each of their agents and employees under any provision of this Agreement.

8.3 DPSC agrees that in no event shall iTek be liable for special, indirect, incidental, economic, consequential or punitive damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if iTek has been advised of the likelihood of such damages.

9. Employees.

9.1 iTek has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by iTek in the performance of the Services; provided, however, that it will attempt, subject to scheduling and staffing considerations, to honor DPSC's request for specific individuals.

9.2 Except as the other party expressly authorized in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's personnel during their participation in the provision of the Services or during the twelve (12) months thereafter following the termination of this Agreement or employment, whichever is later. For purposes of this Section 9.2, "personnel" includes any individual or company a party employs as a partner, employee, or independent contractor and with which a party comes into direct contact in the course of the Services.

9.3 iTek shall be responsible for pre-employment testing to include, but not be limited to, employee drug screening, adult and child abuse history checks, and criminal background history checks for all employees designated to perform direct care services at the offices of DPSC.

10. Independent Contractor.

10.1 It is understood that in the performance of the Services, iTek shall be, and is, an independent contractor and is not an agent or employee of DPSC and shall furnish such Services in its own manner and method except as required by this Agreement. iTek shall be solely responsible for, and shall indemnify, defend and save DPSC harmless from, all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

10.2 iTek acknowledges that iTek and any subcontractors, agents or employees employed by iTek shall not be considered, under any circumstances, as employees of DPSC and that they shall not be entitled to any of the benefits or rights afforded employees of DPSC or the State of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DPSC also will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of iTek's employees or any of its officers, employees or other agents.

10.3 iTek shall be responsible for providing liability insurance for its personnel as set forth in the attached appendices.

10.4 As an independent contractor, iTek has no authority to bind or commit DPSC. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

11. Suspension.

11.1. DPSC may suspend performance by iTek under this Agreement for such period of time as DPSC, at its sole discretion, may prescribe by providing written notice to iTek at least 30 business days prior to the date on which DPSC wishes to suspend. Upon such suspension, DPSC shall pay iTek its compensation, based on the percentage of the services provided and earned until the effective date of suspension, less all previous payments. iTek shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DPSC to resume performance.

11.2 If DPSC suspends performance by iTek for any cause other than error or omission of iTek for an aggregate period in excess of 30 days, iTek shall be entitled to an equitable adjustment of the compensation payable to iTek under this Agreement to reimburse iTek for additional costs occasioned as a result of such suspension of performance by DPSC based on appropriated funds and approval by DPSC.

12. Termination.

12.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:

- a. Not less than 30 calendar days' prior written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

12.2 This Agreement may be terminated in whole or in part by DPSC for its convenience, but only after iTek is given:

- a. Not less than 30 calendar days' prior written notice of intent to terminate; and
- b. An opportunity for consultation with DPSC prior to termination.

12.3 If termination for default is effected by DPSC, DPSC will pay iTek that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed Services or other work, and

- b. Any payment due to iTek at the time of termination may be adjusted to the extent of any additional costs occasioned to DPSC by reason of iTek's default.
- c. Upon termination for default, DPSC may take over the work and pursue the same to completion by agreement with another party. If iTek shall cease conducting business, DPSC shall have the right to make an unsolicited offer of employment to any employees of iTek assigned to the performance of this Agreement, notwithstanding the provision of Section 9.2.

12.4 If after termination for failure of iTek to fulfill contractual obligations it is determined that iTek has not so failed, the termination shall be deemed to have been effected for the convenience of DPSC.

12.5 The rights and remedies of DPSC and iTek provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

12.6 Gratuities.

12.6.1 DPSC may terminate, by written notice to iTek, this Agreement if it is found after notice and hearing by DPSC that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by or any agent or representative of iTek to any officer or employee of DPSC with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

12.6.2 If this Agreement is terminated as provided in Section 12.6.1, DPSC shall be entitled to pursue the same remedies against iTek that it could pursue in the event of a breach of this Agreement by iTek.

12.6.3 The rights and remedies of DPSC provided in Section 12.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

14. Assignment; Subcontracts.

14.1 Any attempt by iTek to assign or otherwise transfer any interest in this Agreement without the prior written consent of DPSC shall be void.

14.2 Services specified by this Agreement shall not be subcontracted by iTek without the prior written approval of DPSC. Exclusions are any subcontracts to IBM FileNet for back-end support and hardware or software vendors whose warranties may be needed by iTek to perform the Services to DPSC.

14.3 Approval by DPSC of iTek's request to subcontract or acceptance of or payment for subcontracted work by DPSC shall not in any way relieve iTek of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

14.4 iTek shall be and remain liable for all damages to DPSC caused by negligent performance or non-performance of work under this Agreement by iTek, its subcontractor, or its sub-subcontractor.

14.5 The compensation due shall not be affected by DPSC's approval of iTek's request to subcontract.

15. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

16. Non-Appropriation of Funds.

16.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. If such funds are not so appropriated, DPSC may immediately terminate this Agreement. Absent such action, this Agreement shall be terminated as to any obligation of the State of Delaware requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

16.2 Notwithstanding any other provision of this Agreement, this Agreement shall terminate and DPSC's obligations under it shall be extinguished at the end of the fiscal year in which DPSC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

17. State of Delaware Business License.

iTek and all subcontractors (if any) covenant that iTek and subcontractors will apply for a Delaware business license upon the Effective Date of this Agreement and will be authorized to transact business in the State of Delaware as provided in 30 *Del. C.* §§2102, 2502, and any other applicable provision of Delaware laws or regulations before engaging in or carrying on any trade or business for which a license is required under Delaware law. iTek shall also furnish to DPSC proof of its State of Delaware business licensure within 30 days of the Effective Date of this Agreement.

18. Complete Agreement.

18.1 This Agreement and its appendices shall constitute the entire agreement between DPSC and iTek with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

18.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

18.3 iTek may not order any product requiring a purchase order prior to DPSC's issuance of such order. Each appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties with respect to the subject matter hereof.

19. Miscellaneous Provisions.

19.1 In performance of this Agreement, iTek shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. iTek shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

19.2 iTek agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide the Services under this Agreement and to assure the quality of services provided under this Agreement. iTek shall immediately notify DPSC in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which it or its subcontractors provides services or conducts business. If this change in status concerns the accreditation, licensure, or certification of iTek or its subcontracts being suspended, revoked, or otherwise impaired in any jurisdiction, iTek understands that such action may be grounds for termination of this Agreement.

19.3 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

19.4 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

19.5 iTek covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required to be performed under this Agreement. iTek further covenants, to its knowledge and ability, that in the performance of said Services, no person having any such interest shall be employed by it.

19.6 iTek acknowledges that DPSC has an obligation to ensure that public funds are not used to subsidize private discrimination. iTek recognizes that if it or its subcontractor refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DPSC may declare iTek in breach of the Agreement and designate iTek as non-responsible.

19.7 iTek warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DPSC shall have the right to annul this Agreement without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

19.8 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either party, but rather in accordance with the fair meaning thereof.

19.9 iTek shall maintain all public records, as defined by 29 Del. C. §502(7), relating to this Agreement and its Deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del C. Ch. 5. During the term of this Agreement, any authorized representative of DPSC may inspect or audit iTek's performance and records pertaining to this Agreement at iTek's business office during normal business hours.

20. Insurance:

20.1 iTek shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and
- b. Comprehensive General Liability - \$1,000,000 per person/\$3,000,000 per occurrence, and
 1. Professional Liability - \$1,000,000 per person/\$3,000,000 per occurrence; or
 2. Miscellaneous Errors and Omissions - \$1,000,000 per person/\$3,000,000 per occurrence; and
- c. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 for each person

and \$300,000 for each accident as to bodily injury and \$25,000 as to property damage to others.

20.2 DPSC confirms that the Certificate of Insurance provided by iTek as part of iTek's Response to Delaware's Request for Proposals dated September 6, 2011, RE "Electronic Utility Case Management System RFP - RFP# DOS 11 001-PSCEUCMS," which is attached as part of Exhibit 1 to Appendix A, is acceptable and contains the correct types and amounts of insurance required under Section 20.1. DPSC also confirms that the Certificate of Insurance provided by iTek dated September 7, 2012, which is attached as Exhibit 6 to Appendix A, is also acceptable and contains the correct types and amounts of insurance required under Section 20.1.

20.3 iTek shall provide forty-five (45) days written notice of cancellation or material change of any insurance policies listed in the Certificate of Insurance provided by iTek to DPSC and to the State of Delaware.

20.4 Before any work is done pursuant to this Agreement, iTek shall file with the State of DPSC a certificate of insurance and/or copies of the insurance policies, referencing the contract number RFP# DOS 11 001-PSCEUCMS. The certificate holder is as follows:

Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, DE 19904

20.5 In no event shall the State of Delaware be named as an additional insured on any policy required under this Agreement.

21. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by DPSC, iTek hereby grants, conveys, sells, assigns, and transfers to DPSC and the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware relating to the particular goods or services purchased or acquired by DPSC and/or the State of Delaware pursuant to this Agreement.

22. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws rules. iTek consents to jurisdiction and venue in the State of Delaware, and the parties agree that the courts of the State of Delaware shall have exclusive jurisdiction to resolve any dispute under this Agreement.

23. Notices.

Any and all notices required by any provision of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

TO DPSC:

Executive Director
Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, DE 19904

TO ITEK:

iTek Solutions, Inc.
769 Basque Way, Suite 1000
Carson City, NV 89706

24. Counterparts

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by an authorized officer or agent as of the date and year first above written.

ATTESTATION:

**STATE OF DELAWARE
DEPARTMENT OF STATE
PUBLIC SERVICE COMMISSION**

Janis Dillard
Deputy Director

William O'Brien
Executive Director

ATTESTATION:

iTek Solutions, Inc.

Name: SURESH MANI

Title: CEO

Name: JUDY BULLITT

Title: VP Business Development