

This Master Services Agreement (the “Agreement”) is entered into, effective as of the date of last signature (“Effective Date”), between The Boulevard Consulting Group, LLC, a Virginia Limited Liability Company (LLC) (“Company”), having offices at 2345 Crystal Drive, Suite 205, Arlington, VA 22202 and Your Company (“Client”), each a “Party” and collectively referred to as the “Parties”.

1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either Party as agreed to below. In addition, the terms of this Agreement shall continue in force until any Statement of Work issued pursuant to this Agreement has been completed notwithstanding any earlier termination of this Agreement.
2. **Data, Products and Services.** Based upon Client needs, Company agrees to provide to Client (a) the specific data, information, analysis, results, and/or deliverables in a Quote that is issued by Company which incorporates this Agreement by reference, to include calls for additional data and information (as available by Client), (b) the specific hardware and/or software outlined in a Quote that is issued by Company which incorporates this Agreement by reference, and/or (c) managed, consulting, and/or support services as outlined in unique statements of work agreed upon by the Parties (“Services”). The sale of “Products” as defined in Exhibit A is governed by the terms and conditions in Exhibit A. Each statement of work shall incorporate the terms of this Agreement by reference and will identify the specific Services Company will provide, applicable pricing, and other transaction-specific provisions (each a “Statement of Work” or “SOW”). Each SOW shall be signed by both Parties and will be deemed to incorporate all of the provisions of this Agreement by reference. Each SOW will be a separate agreement between Company and Client.
3. **Travel.** Travel costs for all services are in addition to the quoted costs, and will be charged at cost plus per diem. Travel estimates will be identified in each Statement of Work under this Agreement.
4. **Payment.** Company will be paid based on the terms and at the rates quoted in each Quote or Statement of Work created under this Agreement. Each Statement of Work will identify if it is a Firm Fixed Price, Time & Materials, or Cost Reimbursable engagement. Client agrees to pay Company any undisputed amounts within thirty (30) calendar days of the date of invoice. Invoices not rejected or partially rejected within 15 days after the date of invoice shall be deemed accepted. An interest rate of 1.5%, or the maximum amount allowable by law, whichever is less, will be charged monthly for past due invoices, and Client agrees to pay for all cost of collection of past due invoices, including reasonable attorneys’ fees.
 - A. **Time & Materials:** Every effort has been made to provide Client with an accurate estimate. Client agrees that the actual amount may be more or less, based upon actual Client requirements. Company will bill actual time and material expenses incurred on a monthly basis, regardless of results achieved, with separate invoices issued for each Statement of Work.

- B. Firm Fixed Price: Milestone Payments as identified in a Statement of Work will be invoiced after completion of the Milestone, after transmission of any Deliverable(s), or per the terms stated within the Quote or Statement of Work.
 - C. Cost Reimbursable Price: Additional direct costs or costs that are included as cost reimbursable under the Statement of Work will be billed per the terms of the Quote agreement.
 - D. Taxes: The amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Client shall pay all taxes levied and duties assessed by any authority based upon this Agreement, excluding any taxes based upon Company's income. This provision shall not apply to any taxes for which Client is exempt and for which Client has furnished Company with a valid tax exemption certificate authorized by the appropriate taxing authority.
 - E. Suspension: The Company reserves the right, in its sole discretion, to suspend Services or delivery of Statement of Work deliverables if Client's payment is past due. Suspension of Client's account does not relieve Client of its obligation to pay any and all accrued fees, charges, and costs due to the Company, including such fees, charges, and costs that accrue during the term of suspension and/or process of restoration. In the event of a suspension, the Company may require pre-payments, deposits, or other forms of security before Services are restored. Further, Company may charge the Client a reactivation fee or decline to reinstate Services if Services are suspended. If the Services are reinstated, such reinstatement will occur at a time determined by Company in its reasonable discretion. To resume Services, Client must pay the total amount due and any reconnection fee, determined in Company's sole discretion, before Services are restored. Such restoration, if any, will occur according to a schedule determined by Company in its reasonable discretion. Client agrees that the Company shall have no liability to Client for: (a) Company suspending the Services pursuant to this Section 4.E.; (b) any disruption to, or failure of, Client's operations as a result of the suspension; (c) any failure or delay of the Services to begin following suspension; and (d) any data loss or corruption that occurs as a result of the suspension or subsequent restoration.
5. Representations and Warranties.
- A. By Each Party: Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into this Agreement; (ii) it is in compliance, and will continue to comply during the term of this Agreement, with all laws and regulations its provision or use of the Services; and (iii) it has the requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement.
 - B. By Client: Client represents and warrants to Company that: (i) it owns, or is a licensee of, having the right to sublicense, the Content (herein defined) and that

Customer has the right to grant Company the rights that Client purports to grant in this Agreement; (ii) Company's possession or use of the Content does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary right of any third party; and (iii) it will not use, nor will it allow any third parties under its control to use, the Products or Services for high risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

C. By Company: Company represents and warrants to Client as follows:

- i. Services. The Services shall be performed in a good, workmanlike, professional and conscientious manner by experienced and qualified employees of Company according to the generally accepted standards of the industry to which the Services pertain. For Services containing a Deliverable, such Services will be deemed accepted by Client if not rejected in a reasonably detailed writing within fifteen (15) days of submission to Client, or as otherwise identified in the applicable Statement of Work. In the event the Services provided by Company are not in conformance with this warranty, Client must provide written notice to Company within fifteen (15) days after the performance of the Services and such notice will specify in reasonable detail the nature of the deficiency. Upon confirmation of the breach, Company will use commercially reasonable efforts to take the steps necessary to correct the deficiency at no charge to Client. This is Client's sole and exclusive remedy for breach of this warranty.

Client is not authorized to make, and Client shall not make, any representations or warranties on behalf of Company to any third party. Client shall be solely responsible and liable for any representations or warranties that Client makes to any third party regarding Company, the Products, Services, or any other aspect of this Agreement.

- D. Service Levels. The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable SOW. Client's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable SOW.

- E. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM THE USAGE OF TRADE OR COURSE OF PERFORMANCE. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF

COMPANY IS AUTHORIZED TO MAKE ANY ADDITIONAL OR OTHER REPRESENTATIONS OR WARRANTIES ON BEHALF OF COMPANY. CLIENT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES. IN ADDITION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH COMPANY CANNOT BE HELD LIABLE.

6. Delivery of Deliverables. Unless agreed otherwise, Deliverables, which are specifically identified as such in a SOW, related to any development milestone shall be delivered on the date set forth in the Statement of Work. Company shall give Client reasonable notice should it not be able to deliver a Deliverable against a development milestone set forth in the applicable Statement of Work, and shall provide any relevant information related to issues associated with any delay in delivery. Upon delivery of a Deliverable, Client shall diligently inspect the Deliverable to determine if it meets the warranty set forth in Section 5(C)(i).
7. Change Order Process. Company strives to be as accurate as possible during our initial project scoping. However, there is always the possibility that modifications may be necessary based on changing timelines, service additions or modifications, or other changes to an agreed upon Statement of Work. In order to effectively handle these changes, Company has a Change Order process that ensures both Company and the Client approve all modifications in writing. Company will manage the Change Order process, and will route the necessary change request documentation through the Client's project contact. The signed change request must be approved, in writing, by Company and the responsible Client point of contact identified in the Statement of Work before work may commence on changes to the engagement.
8. Termination. Either Party may terminate this Agreement or any individual Statement of Work if the other Party breaches any material provision of this Agreement or any Statement of Work and fails to cure such breach within thirty (30) days of receipt of notice of such breach from the non-breaching Party ("Cure Period"). The notice from the non-breaching Party shall specify the basis on which the Agreement or Statement of Work is being terminated, including a description of the breach and how the breach can be cured within the Cure Period. If the breaching Party fails to cure the breach within the Cure Period, then termination shall be effective on the thirty-first (31st) day following receipt of such notice by the breaching Party. Notwithstanding the foregoing, either Party may terminate this Agreement and all Statements of Work if (a) the other Party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization; (b) the other party breaches any representation or warranty in this Agreement; (c) any representation or warranty is inaccurate, incomplete, false or misleading in any material aspect; or (d) the breach is of a type or nature that is not capable of being cured within the Cure Period (such as, by way of example and not limitation, an obligation relating to Information). The notice

from the non-breaching Party shall specify the basis on which the Agreement or SOW is being terminated, including a description of any breach. Termination shall be effective immediately upon receipt of such notice by the breaching Party. Within thirty (30) days after any termination of this Agreement or individual SOW, Company will submit to Client a final itemized invoice for all fees and expenses due and owing by Client. Client is liable for all services rendered through the date of termination and shall pay the final itemized invoice in accordance with Section 4.

9. Confidentiality.

- A. Restrictions on Use; Non-Disclosure: During the term of this Agreement, both Parties may provide each other certain confidential or proprietary information regarding their business operations (collectively, the "Information"). Such Information, whether provided either directly or indirectly, in oral, written, graphic or any other form will be deemed confidential and proprietary and subject to restricted use and limited distribution, regardless of whether it is identified as being confidential and proprietary at the time of disclosure. The receiving Party will: (i) hold such information in confidence and protect it with at least the same degree of care with which it protects its own confidential and proprietary Information, but in event less than a reasonable degree of care; (ii) not copy or duplicate such Information without the disclosing Party's prior written approval; (iii) restrict disclosure of such Information only to those employees with a need to know to further the purpose of this Agreement and who are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement; (iv) promptly notify the disclosing Party in the event that the receiving Party becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Information; and (v) advise the disclosing Party promptly upon becoming aware of any loss, disclosure, or duplication of the Information or breach of the confidentiality of the Information.
- B. Exceptions: The receiving Party's obligations with respect to any portion of the disclosing Party's Information will terminate when the receiving Party can document that such portion of the disclosing Party's Confidential Information: (i) was in the public domain at the time it was communicated to the receiving Party by the disclosing Party; (ii) entered the public domain subsequent to the time it was communicated to the receiving Party by the disclosing Party through no fault of the receiving Party; (iii) was in the receiving Party's possession free of any obligation of confidence at the time it was communicated to the receiving Party by the disclosing Party; (iv) was rightfully obtained by the receiving Party from a third party under no obligation of confidentiality to the disclosing Party; or (v) was independently developed by the receiving Party without use of the Information of the disclosing Party.
- C. Disclosures Required by Law: If the receiving Party becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Information, the receiving Party shall notify the disclosing Party of the requirement promptly in writing so that the disclosing

Party may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if the disclosing Party waives in writing compliance with the terms hereof, then the receiving Party shall furnish only that portion of the information which the receiving Party is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

- D. Disposal of Information: Upon termination of this Agreement or upon the disclosing Party's request at any time, the receiving Party agrees to promptly return to the disclosing Party all copies of Information. If return is impossible as to any portion of the Information, then the receiving Party shall certify to the disclosing Party promptly that all such Information of the disclosing Party, including all copies thereof, has been totally and permanently destroyed, provided however, that Company shall not be required to destroy electronic archives, files, and backups that contain Information (and such Information that is not destroyed shall remain subject to the terms of this Agreement).
- E. Remedies: The Parties acknowledge and agree that a breach of this Agreement by either Party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that the disclosing Party shall therefor be entitled, in the event of any actual or threatened violation of this Agreement by the receiving Party, and in addition to any other remedies available to it, to seek to obtain a temporary restraining order and to injunctive relief against the other Party to prevent any violations thereof, and to any other appropriate equitable relief.
- F. Duration: The obligations set forth in this Section 9 shall apply during the term of this Agreement and for a period of three (3) years thereafter.

10. Ownership Rights

- A. Services. Company retains all right, title, and interest in the Services and in all improvements, enhancements, modifications, or derivative works thereof including, without limitation, all rights to patent, copyright, trade secret, and trademark. The Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and Client agrees not to disclose such information to any third party without Company's prior written permission.
- B. Content. Company acknowledges and agrees that Client's pre-existing materials created outside of this Agreement which may be disclosed or provided to Company, including copyrights, trademarks, database rights and other intellectual property contained in such preexisting materials ("Content"), are owned or licensed by Client. Client grants Company a license to make use of such Content as is reasonably required for the purpose of providing Services to Client under this Agreement.

11. Relationship of the Parties. Both Client and Company agree that Company will act as an independent contractor in the performance of its duties under this Agreement, and is not an employee, partner, or agent of the Client. Accordingly, Company shall be responsible for payment of all taxes including Federal, State, and local employment taxes arising out of Company's activities, including Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business licenses fees as required. Company has the right to perform Services for others during the term of this Agreement. Company will furnish personal equipment and materials used to provide the Services required by this Agreement, unless specified and agreed upon in writing.

12. Limitation of Liability.

- A. Limit on Types of Damages Recoverable: TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL (AND COMPANY'S SUPPLIERS AND LICENSORS SHALL NOT) BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, ANY LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, OR ANY STATEMENT OF WORK, OR THE PRODUCTS OR SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION BREACH OF CONTRACT, TORT, STRICT LIABILITY AND NEGLIGENCE), EVEN IF (A) SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (B) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (C) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT OR ANY STATEMENT OF WORK FAILS OF ITS ESSENTIAL PURPOSE.
- B. Limit on the Amounts of Damages Recoverable: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY'S LIABILITY UNDER OR RELATING TO THIS AGREEMENT AND OR SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY, AND NEGLIGENCE) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, PAYMENTS PAID BY CLIENT TO COMPANY DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE SERVICES THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE SOW.
- C. Non-Managed Systems: Company shall not be liable for any damages caused by services, systems, software or other components that neither it nor its employees, agents, or subcontractors furnish or manage pursuant to this Agreement.

- D. **Applicability:** The terms in this Section 12 shall apply to the maximum extent permitted by applicable law. If applicable law precludes a Party from excluding liability for certain types of damages for certain acts or omissions or capping its liability for such acts or omissions, then the terms in this Section 12 shall apply to not limit liability for such acts and omissions, but will apply for all other acts and omissions.
- E. **Allocation of Risk:** EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES, EXCLUSIONS, AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CLIENT FOR THE SERVICES WOULD HAVE BEEN HIGHER.
13. **Notices.** All notices required under this Agreement will be deemed properly served when reduced to writing and sent to the addresses set forth above by (a) certified or registered mail, (b) overnight courier, (c) electronic mail, or (d) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered as shown by the certified mail return receipt or a commercial delivery service record, or in the case of electronic mail, on the date of receipt of the transmission as shown on a successful transmission confirmation receipt.
14. **Information Security.**
- A. **Security Measures:** Company shall implement and maintain physical and information security measures with respect to the Services that (i) comply with all applicable laws and applicable industry standards and (ii) are consistent with applicable industry standards and practices. Company shall timely implement any reasonable additions, changes or adjustments to its security measures that are necessary to comply with applicable laws or such applicable industry standards.
- B. **Audits by Company:** Company shall have the right to review Client's security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel to verify Client's compliance with this Agreement. The dates of any onsite audit shall be mutually agreed upon by the Parties. Company shall be responsible for the entire cost of any onsite audit. Client may charge Company on a time-and-materials basis at the then-current standard time and materials rate for Company audits and requests for information based on the length and detail of the audit/information requested. No such audit may interfere with Client's operations. Any "downtime" or unavailability as a result of any audit by Company shall not count as downtime for purposes of any Statement of Work and shall not be a breach of this Agreement or any Statement of Work by Company.

- C. Audits by Client: Client shall have the right to review Company's security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel to verify Company's compliance with this Agreement. The dates of any onsite audit shall be mutually agreed upon by the Parties. Client shall be responsible for the entire cost of any onsite audit. Company may charge Client on a time-and-materials basis at the then-current standard time and materials rate for Client audits and requests for information based on the length and detail of the audit/information requested. No such audit may interfere with Company's operations. Any "downtime" or unavailability as a result of any audit by Client shall not count as downtime for purposes of any Statement of Work and shall not be a breach of this Agreement or any Statement of Work by Company.

15. Other Client Responsibilities.

- A. Acceptable Use. Client is responsible for all acts and omissions of its users in connection with receipt or use of the Services. Client agrees, and will ensure its users agree, to act responsibly and not use the Services for any illegal or unauthorized purpose including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, e-mail spoofing, virus distribution, network attacks, pirating software, harassment, using copyrighted text, sharing illegal software, and unauthorized use of images. Company has the right to investigate potential violations of this Section. If Company determines that a breach has occurred, then Company may, in its sole discretion: (i) restrict Client's and its users' access to the Services; (ii) remove or require removal of any offending content; (iii) terminate this Agreement for cause; and/or (iv) exercise other rights and remedies, at law or in equity. Except in an emergency or as may otherwise be required by law, before undertaking the actions in this Section, Company will attempt to notify Client by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Client will promptly notify Company of any event or circumstance related to this Agreement, Client's or any of its user's use of the Services, or content of which Client becomes aware, that could lead to a claim or demand against Company, and Client will provide all relevant information relating to such event or circumstance to Company at Company's request. Company agrees to allow Client complete and unrestricted access at all times to Client's software applications, devices, equipment hardware, and all Services-related license files so that Client can audit its users' compliance with the terms of this Agreement.
- B. Required Consents. Client shall obtain and keep in effect all Required Consents (as defined below) necessary for Company to perform all of its obligations as set forth in this Agreement. Upon request, Client will provide to Company evidence of any Required Consent. Company will be relieved of its obligations to the extent that they are affected by Client's failure to promptly obtain and provide to Company any Required Consents. Company will adhere to reasonable terms and conditions pertaining to Content as notified in writing to Company. Company

agrees not to remove or alter any copyright or other proprietary notice on or in any Content without Client's consent. For purposes of this Agreement, "Required Consents" means any consents, licenses, or approvals required to give Company, or any person or entity acting for Company under this Agreement, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works, the hardware, software, and other products provided by Client, without infringing the ownership or intellectual property rights of the providers, Company, or owners of the aforementioned.

- C. Software. Client authorizes Company to determine whether or not software specified in any Statement of Work is currently in place, operational and maintained and supported at the level required for Company to perform the Services required under this Agreement. Client grants Company, at no charge, the right to use any Client-owned or developed application software systems required by Company to provide the Services specified in any Statement of Work to Client, provided however, all such software shall be fully licensed, legal copies. Company's refusal to work with licenses that do not comply with the software licensing agreement between the Client and the software manufacturer shall not constitute a breach of this Agreement.
 - D. Capacity Planning. Client is solely responsible for determining whether the Products and/or Services meet Client's capacity, performance, or scalability needs. Client is responsible for planning for and requesting changes to the Services.
 - E. Encryption. Client shall encrypt at the application level Information, and all data that is considered sensitive data or that must be treated as confidential under state or federal law or under Client's contractual obligations to others. This includes, but is not limited to, Controlled Unclassified Information, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).
16. Amendment. This Agreement may only be amended or modified by a written agreement signed by both Parties.
17. Severability. If any clause or provision herein shall be adjudged invalid, illegal, or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. In the event of such a ruling, the Parties shall negotiate in good faith a substitute for the provision declared invalid, illegal, or unenforceable.
18. Indemnification.

- A. Indemnification by Company. Subject to the terms and conditions in this Agreement, Company will, at its cost, (i) defend Client and its officers, directors, shareholders, employees, agents, successors and assigns (collectively the “Client Indemnified Parties”) from and against any claim, suit, action, or proceeding (threatened or otherwise) (each a “Claim”) made or brought by a third party against Client Indemnified Parties to the extent based upon (a) any breach by Company of any of its representations and warranties under Section 5(A); (b) real property damage or personal injury, including death, solely and directly caused by Company’s employees or contractors in the course of performance under this Agreement; (c) any breach by Company of Section 9 but only with respect to the disclosure of Confidential Information and to the extent the disclosure is the result of actions predominantly attributable to Company; and (d) any allegation that Client’s receipt of the Services under this Agreement infringes any of such third party’s copyrights, or any such third party’s patents issued in the United States as of the Effective Date, or misappropriates any of such third party’s trade secrets (each an “IP Claim”); and (ii) Company shall pay any final award of damages (or settlement amount approved by Company in writing and) paid to the third party that brought any such Claim.
- B. Indemnification by Client. Client will indemnify, defend and hold harmless Company and its officers, directors, shareholders, employees, agents, successors and assigns from any and all liabilities, damages, costs and expenses, including reasonable attorney’s fees and expenses, arising out of any claim, suit or proceeding (threatened or otherwise) made or brought by a third party against Company or its officers, directors, shareholders, employees, agents, successors and assigns based upon (i) any breach by Client of any of its representations and warranties under Section 5; (ii) real property damage or personal injury, including death, directly caused by Client; (iii) any breach by Client of Section 9 but only with respect to the disclosure of Confidential Information and to the extent the disclosure is the result of actions predominantly attributable to Client; (iv) any breach by Customer of its obligations under Section 15(A), Section 15(B), or Section 15(E); (v) any breach by Customer of Section 20; and (vi) any claim that Client’s possession, storage, or transmission of the Content infringes on, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary rights of such third party.
- C. Procedure. A Party (or other person) having a right to defense and indemnification under this Agreement (“Indemnified Party”) that desires such indemnification shall tender to the Party having an obligation to defend and indemnify under this Agreement (“Indemnifying Party”) sole control of the defense and settlement of the Claim for which indemnity is sought, provided that the Indemnified Party shall notify the Indemnifying Party promptly in writing of each Claim and the Indemnified Party shall give the Indemnifying Party information and assistance to defend and settle the Claim. The Indemnified Party, at its own expense, shall have the right to employ its own counsel and to participate in any manner in the defense against any claim for which indemnification is sought under this Section 18. The Indemnified Party shall

cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of any Claim. In no event shall either Party make any settlement of a Claim, including without limitation, any settlement that involves a remedy relating to admission of liability by, injunctive relief against, or other affirmative obligations by the Indemnified Party without the other Party's prior written consent, which consent will not be unreasonably withheld, delayed, or conditioned.

- D. Mitigation for IP Claims. At any time after notice of an IP Claim, or if Company believes there is a basis for an IP Claim, Company has the right, at Company's sole option and expense, to either (i) procure the right for Client to continue receiving the Services as provided in this Agreement, or (ii) replace or modify the applicable Service with a service that has substantially similar functionality and that Company believes would not be subject to the IP Claim. If Company deems (i) or (ii) not feasible or not commercially reasonable, Company has the right to terminate the applicable Statement of Work. In the event of any such termination, Company will refund to Client the unused portion of any amounts paid by Client for the affected Service. In addition, upon any such termination, Client shall cease the use of the applicable Service.
 - E. Limitations as to IP Claims. Notwithstanding anything to the contrary, Company shall have no obligations or liability under Section 18(A) (Indemnification by Company) if the IP Claim is based upon, arises out of, or is related to, in whole or in part, or if any of the following apply: (i) the combination of the applicable Service with any product, software, solution, or service not entirely developed and provided by Company, (ii) use of the applicable Service outside the scope of the licenses or rights set forth in this Agreement or in violation of any law or any restriction or limitation set forth in this Agreement, (iii) Client's failure to comply with Company's direction to cease any activity that in Company's reasonable judgment may result in an IP Claim, (iv) any allegation by a third party that does not specifically reference a Company Service, or that does not reference a feature of function of a Company Service, or (v) any IP Claim for which Client does not promptly tender control of the defense thereof to Company.
 - F. Sole Remedy. THE TERMS IN THIS SECTION 18 (INDEMNIFICATION) SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 18 (INDEMNIFICATION), COMPANY SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CLIENT FOR THIRD PARTY CLAIMS.
19. Insurance. During the term of this Agreement, each party shall maintain from a reputable insurance carrier a policy or policies of comprehensive general liability insurance, including coverage for owned contractual liability for the services it is providing under this Agreement, cyber liability, Errors and Omissions coverage, and other types of

insurance each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each Party is solely responsible for insuring its personal property wherever located and each Party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite Party.

20. **Import/Export.** With regard to each Party's respective obligations under and performance of this Agreement, each Party shall at all times comply with all export/import laws (including reexport), sanctions, regulations, orders, and authorizations (including the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC)) that are applicable to the export or import of goods, software, technology, or technical data ("Items") or services (collectively, "Export/Import Laws"). The Party conducting the export or import shall obtain all export or import authorizations which are required under the Export/Import Laws for such Party to execute its obligations under this Agreement. Each Party shall reasonably cooperate and exercise reasonable efforts at its own expense to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under this Agreement. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end user and re-transfer certificates. The Party providing Items or services under this Agreement shall, upon request by the other Party, notify the other Party of the export classification (e.g. the Export Control Classification Numbers or U.S. Munitions List (USML) category and subcategory) of such Items or services as well as the export classification of any components or parts thereof if the classification is different from the export classification of the Item or service at issue. The Parties acknowledge that this representation means that an official capable of binding the Party providing such Items or services knows or has otherwise determined the proper export classification. Each Party agrees to reasonably cooperate with the other in providing, upon request by the other Party, documentation or other information that supports or confirms this representation.
21. **Entire Agreement.** This Agreement, including all mutually agreed Statements of Work, schedules, attachments, and/or other documents attached hereto or incorporated by reference constitutes the final agreement between the Parties. This Agreement supersedes all prior and contemporaneous contracts and understandings, verbal or electronic, between the Parties on the matters contained in this Agreement, including any additional or different terms relating to Client's purchase order. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to this effectiveness of this Agreement, other than those expressly stated in this Agreement.
22. **Third Party Rights.** This Agreement is entered into between the Parties and there are no intended third-party beneficiaries, and no third party shall have any rights pursuant to this Agreement.

23. Disputes/ Law: This Agreement will be governed by the laws of the state of Virginia, except its choice of law provisions, which would require the application of different law, and the state or federal courts having jurisdiction in Arlington County, Virginia shall have exclusive jurisdiction and venue to resolve disputes related to or arising under this Agreement, and each Party consents to such jurisdiction.
24. Force Majeure. Neither Party shall be liable to the other Party for any delay or failure to perform its obligations hereunder where such failure is a result of acts of nature (including but not limited to fire, flood, earthquake or other natural disaster), acts of God, war, government regulation, civil disorder, pandemic, or terrorist activities, or other event outside the reasonable control of a Party. Each Party shall use reasonable efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences, provided however, that should any delay or failure to continue for more than thirty (30) days, the Agreement may be terminated without liability by the non-delaying Party.
25. Survival. Section 4. Payment; Section 5. Representations and Warranties; Section 9. Confidentiality; Section 10. Ownership Rights; Section 12. Limitation of Liability; Section 18. Indemnification, and any other sections which by their nature should survive termination or expiration of this Agreement, will survive termination or expiration.
26. Non-solicitation. Without the prior written permission of the other Party, each Party agrees, during the term of this Agreement and for a period of 12 months following its termination or expiration, it will not solicit for employment or hire any person then employed by the other Party with whom the soliciting Party had contact with, or person became known to the soliciting Party, in connection with this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which one Party seeks to find candidates for open positions (absent direct solicitation and/or recruitment).
27. Order of Precedence. In the event of any inconsistencies between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall control. The Parties may specify in the applicable SOW that a particular provisions of the SOW is to supersede a provision of this Agreement, in which case the superseding SOW provisions shall be applicable only to such SOW and shall be effective for such SOW only if such provision expressly references the applicable Section of this Agreement that is to be modified and clearly states that such provision supersedes the conflicting or inconsistent provision in this Agreement.
28. Subcontractors. Company retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of the Services. Except as provided herein, Company shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
29. Waiver. The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the

future performance of any rights and the obligations of the Party with respect to such future performance and shall continue in full force and effect.

30. Agreement Binding on Successors. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the respective Parties.
31. Active Negotiations. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
32. Captions. The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
33. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original but all of which together will constitute one agreement.
34. Publicity. Nothing contained in this Agreement shall be interpreted so as to permit Company or Client to publicize its business relationship with the other Party or the nature of the Services performed for Client, without the other Party's prior written consent.

**EXHIBIT A:
TERMS SPECIFIC TO PRODUCT SALES ONLY**

This Exhibit A: Terms Specific to Product Sales Only (“Exhibit A”) applies to any order for software, hardware, or Services Sold by Part Number (“Products”) made by Client, for its own internal use and not for resale, pursuant to a quotation issued by Company (“Quotation”). As used in this Exhibit A, the term “Services Sold by Part Number” refers to services, which although ordered from Company, are procured from and supplied by a third party (i.e., Company does not directly perform or control the work) and are therefore considered Product. Any such orders shall be subject to the terms and conditions of this Exhibit A.

1. Product Returns and Warranty Assistance.
 - a. Client acknowledges that Company is reselling Products purchased by Client and that Products are manufactured and/or delivered by a third party, where not deemed Company-custom-build Products manufactured and/or delivered by Company.
 - b. To the extent available, Company shall pass through to Client the manufacturer’s warranties for each Product and agrees to facilitate the manufacturer’s return policies. In no event will Company provide return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer’s applicable restocking fee(s).
 - c. Client acknowledges that the terms and conditions governing the use of Products shall be solely between Client and the manufacturer of such Products.
2. Product Use and Product Warranty Disclaimer. Client will not use the Products for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that Company is not liable for any claim or damage arising from such use. **COMPANY MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**
3. Shipment and Risk of Loss for Product Sales. All shipments of Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client’s identified point of delivery will be the responsibility of Client. Risk of loss will pass to Client upon delivery of the Products to the common carrier (regardless of who pays such common carrier).
4. Permitting Compliance for Product Sales. Client will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

5. **Price and Payment.** The prices set forth in any Quotation are exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client's obligation. Prices quoted are firm for thirty (30) days unless otherwise specified in the Quotation. Payment is due thirty (30) days from the date of the invoice. In the event Client chooses to finance its purchase using a third party, Client remains liable for payment to Company until Company receives complete payment from such third party.
6. **Export.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product, or related software or technology, to: (i) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List, a downloadable file of which is accessible at http://export.gov/ecr/eg_main_023148.asp (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by the above-mentioned laws and regulations. Client certifies, represents and warrants that no Product shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Products by Company, Client acknowledges that it is not relying on Company for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, Company from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section.
7. **Cancelation.** The purchase of Products may be canceled by Client only upon written approval of Company and upon terms that indemnify Company against all losses related to such cancelation.
8. **Limitation of Liability.** NO MONETARY RECOVERY IS AVAILABLE FROM COMPANY FOR WARRANTY CLAIMS. COMPANY WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS EXHIBIT A, EVEN IF COMPANY HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY

WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.