



Continuing Services Agreement

1. Definitions

- a) "Consulting Services" refers to those services provided by Mozayix (hereafter referred to as "Company" or "Mozayix") to Customer as delineated in this Agreement and related Task Orders ("TOs").
- b) "Customer Materials" means any and all materials or Technology that Customer provides to Company that are required for the Company to complete the Tasks and Deliverables specifically outlined in this Agreement. Customer Materials shall not be included in the Deliverables, unless necessary to perform the Consulting Services.
- c) "Deliverables" means the items, equipment, resources or work products that are the result of the Consulting Services that Company performs pursuant to this Agreement and related TOs and any Prior Technology incorporated therein.
- d) "Derivative Work" means a derivative work within the meaning of the International Copyright law.
- e) "Intellectual Property Rights" means (by whatever name or term known or designated) copyrights, trade secrets, trademarks, patents, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals and extensions of such rights.
- f) "Prior Technology" means all Technology incorporated into the Deliverables that is developed or otherwise created by or on behalf of Company or licensed by Company, and which may be improved or modified in the course of developing the Deliverables.
- g) "Technology" means algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, inventions, know how, methodologies, multi-media files, object codes, processes, programs, skills, software, techniques, technology, text, tools, and web pages.

2. Intellectual Property

- a) Proprietary Rights. All Intellectual Property Rights and all software, Prior Technology, and Deliverables developed or provided by Company are and remain Company property ("Company Proprietary Works"). All written reports, analyses and other working papers delivered by Company to Customer in the performance of Company's obligations under this Agreement and related TOs ("Document Work Product"), subject to and exclusive of any Intellectual Property Rights embodied therein, belong to Customer. Nothing herein shall preclude Company from developing, using or marketing services or materials that are similar or related to such Deliverables.
- b) Customer Furnished Materials. Any tangible Customer Materials furnished for use by Company remain Customer property.
- c) Work Product License. Upon Customer's payment in full for Deliverables, and to the extent that Company Proprietary Works are contained in the Deliverables, Customer is licensed to (a) use such Company Proprietary Works internally, for the purpose for which the Deliverables were provided, on a non-exclusive, non-transferable, without rights to sublicense, royalty-free, worldwide basis, and (b) make, for internal use only, a reasonable number of copies of the original Document Work Product in amounts reasonably necessary
- d) for Customer's use. Customer shall not sublicense or otherwise transfer to any third party any Company Proprietary Works. Other than as specifically provided herein, Customer may not modify, alter, decompile, disassemble, reverse engineer, or create Derivative Works from the Deliverables.
- e) Software License. If Customer is granted a license to use software solely in conjunction with this Agreement and related TOs ("Project License"), such shall consist solely of a nonexclusive, non-transferable, and without rights to sublicense right to use such software only in direct connection with this Agreement and related TOs. The term of the Project License shall start on delivery of the software and expire upon the completion of this Agreement.
- f) Company License. Customer hereby grants to Company a non-exclusive, worldwide, perpetual, personal, royalty-free, non-transferable (except for entities controlling, controlled by, or under common control with Company) license under Customer's Intellectual Property Rights in the Customer Materials necessary for Company to use, make, copy, modify, and create Derivative Works of the Customer Materials, for the purpose of developing and testing the Deliverables.

3. Confidentiality



- a) The term “Confidential Information” means information or materials provided by one party to the other which are in tangible form and labeled “confidential” or the like, or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, are summarized, appropriately labeled and provided in tangible form. The following information shall be considered Confidential Information whether or not marked or identified as such: for Company, its product roadmaps, source code, formulae, processes, methodologies, release dates, feature sets, and strategic business plans, and for Customer, its architecture, customer data, and strategic business plans.
- b) The receiving party shall not: (i) disclose any Confidential Information to any third party, except as otherwise expressly permitted herein; (ii) make any use of Confidential Information except: (a) to exercise its rights and perform its obligations under this Agreement; or (b) in connection with the Parties’ ongoing business relationship; or (iii) make Confidential Information available to any of its employees or consultants except those that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a “need to know” such Confidential Information. The receiving party shall be held to the same standard of care as it applies to its own information and materials of a similar nature, and no less than reasonable care except for source code which shall at all times be kept in the strictest confidence. Without limiting the foregoing, the restrictions on disclosure and use set forth herein shall not restrict or limit the right of the receiving party to (a) independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the disclosing party; or (b) assign personnel for any purpose. The receiving party shall protect Confidential Information in the manner provided herein for three (3) years after receipt thereof, unless such obligation ceases earlier pursuant to Section 3(c) below.
- c) Confidential Information excludes information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of Confidential Information of the disclosing party; or (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party.
- d) Notwithstanding anything to the contrary herein, neither party shall disclose the terms and conditions of this Agreement to any third party, without the prior written consent of the other party. Notwithstanding the foregoing each party may disclose the terms and conditions of this Agreement without the prior written consent of the other party: (i) as required by any court, administrative agency, or other governmental body, but only if the receiving party provides prompt written notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure; (ii) as otherwise required by law; (iii) to legal counsel of the Parties; (iv) in confidence, to accountants, banks, and financing sources and their advisors; (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

4. Warranty and Limitation of Liability

- a) **Company Warranty.** Company warrants that the Consulting Services to be performed hereunder will be done in a workmanlike manner and shall conform to standards of the industry. Customer must notify Company of any failure to so perform within ten (10) days following the commencement of the Acceptance Period (as defined below). Company’s entire liability and Customer’s sole remedy for Company’s failure to so perform shall be for Company to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate this Agreement and any ongoing TOs and refund that portion of any fees received that correspond to such failure to perform.
- b) **Customer Warranty.** Customer hereby represents and warrants that it either owns or has the rights to all Customer Materials it provides to Company necessary to grant the rights and licenses granted by Customer to Company hereunder. Customer further warrants that it has the ability to meet its payment obligations under this Agreement.
- c) **Disclaimer of Additional Warranties.** THE EXPRESS WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE CONSULTING SERVICES AND DELIVERABLES, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. COMPANY WILL NOT BE LIABLE FOR ANY THIRD-PARTY SERVICES OR PRODUCTS IDENTIFIED OR REFERRED TO CUSTOMER BY THE COMPANY.



- d) Company shall not be liable for any incidental, consequential, exemplary, special or indirect damages (including, but not limited to, loss of life, personal injury, loss of profits, revenues, data and/or use), even if advised of the possibility thereof, under this Agreement. Customer agrees that the use of information or recommendations made by Mozayix is done so at the Customer's own risk. Company's total liability under this Agreement shall not exceed the fees paid for the Consulting Services and Deliverables provided by Company under this Agreement.

5. Individually Negotiated Task Orders ("TOs")

- a) The Company and the Customer (collectively the "Parties") agree to negotiate in good faith each requested task individually, notwithstanding the provisions of this overall Agreement. This includes the scope of work, deliverables, timetable for completion of each task, and the price for each task.
- b) Failure to reach agreement on an individual scope of work and TO shall have no bearing on the overall relationship between Parties, as established in this Agreement.
- c) All TOs will be issued as either Time & Materials or Firm Fixed Price TOs. The Company's daily labor rates are included in *Section 7 Fees and Payment*, and these rates will be the daily rates for any Time & Materials type TOs unless otherwise agreed in any individual TO.

6. Acceptance

- a) Unless otherwise stated in any related TO the customer will acknowledge receipt and acceptance/rejection of all Consulting Services and Deliverables associated with this Agreement and related TOs within ten (10) business days (not including Bank Holidays) following the (i) completion of each individual deliverable or (ii) submission of timesheets for Consulting Services performed as described in this Agreement and related TOs, as is applicable to the specific engagement ("Acceptance Period"). Upon the commencement of the Acceptance Period, Company will, as is applicable, present Customer with (i) a Deliverable Completion Form (if applicable), or (ii) timesheets. Customer will execute and return to Company such Deliverable Completion Form within the Acceptance Period.
- b) If Customer reasonably believes that Company did not complete the Consulting Services and Deliverables in substantial conformance with the work described in any related TO, Customer will notify Company in writing, with specific reasons delineated, of its rejection of the Consulting Services and Deliverables within the Acceptance Period. Company will address Customer's issues and then re-present, as is applicable, the Deliverable Completion Form or timesheets for Customer's execution in accordance with the requirements of this Section 6.
- c) If Company does not receive the signed Deliverable Completion Form, signed timesheets, or a written notification of the specific reasons for the rejection of the Consulting Services and Deliverables from Customer within the Acceptance Period, the absence of Customer's response will constitute the Customer's affirmative acceptance of the Consulting Services and Deliverables, and a waiver of any Customer right of rejection.



7. Fees and Payment

- a) Fees. As specified in the relevant TO the Company offers Services for i) a fixed price or ii) a time and materials price described herein, plus applicable taxes and expenses.
- b) Fixed Daily Rates (“FDRs”) for labor are:

Labor Cat. #	Labor Category	Level I (5+Yrs) \$USD/ Day	Level II (10+Yrs) \$USD/ Day	Level III (15+Yrs) \$USD/ Day
1	Security Management Generalist	684	1060	1170
2	Security Analyst	620	783	905
3	Training Development Specialist	650	805	915
4	Training Delivery Specialist	633	767	900
5	Project Management Specialist	733	1011	1218
6	Structural Assessment Specialist	835	1095	1240
7	IT Security Specialist	805	950	1135
8	Warehouse/Supply Chain Security Specialist	650	1024	1135
9	Medical Training Specialist	615	750	890
10	Security Subcontracting Specialist	609	785	1124

- c) Taxes. All charges and fees provided for in this Agreement and related TOs are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse Company for all federal, state, dominion, provincial, or local sales, use, personal property, withholding, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by any related TO (other than taxes on the net income of Company). If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to Company hereunder, Customer agrees to gross up payments actually made such that Company shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy.
- d) Expenses. Customer shall reimburse all related expenses incurred by the Company during the performance of this Agreement and related TOs.
- e) Allowances. Where applicable, the Company’s Consultants are entitled to relevant Government allowances.
- f) Payments. Invoicing occurs monthly or upon Customer acceptance of deliverables as specified in individual TOs, and must be paid by Customer within thirty (30) days of the date of invoice. It shall be the Customer’s responsibility to ensure that if it issues a purchase order (“PO”) to Company for Consulting Services it reflects the pricing set forth in this Agreement or any related TOs. Once a PO from Customer has been fulfilled by Company, Company shall have no liability for any pricing in Customer’s PO which is inconsistent with the pricing set forth in this Agreement or any related TOs. Customer agrees that POs do not have to be signed to be valid and enforceable. Subject to this Agreement, all fees are non-refundable.
- g) Late Payments. All amounts that are not paid by Customer as required by this Agreement shall be subject to a late charge equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law. If payment of any fee is overdue, Company may also suspend provision of the Consulting Services until such delinquency is corrected.
- h) Currency. All charges and fees provided for in this Agreement shall be in the currency described in the related TO.
- i) Failure to Start. A minimum of fifteen (15) calendar days’ written notice is required for rescheduling or cancellation prior to the commencement of the Consulting Services specified in any related TO. A full refund less any expenses (e.g., airfare) will be provided if said notice is given. The entire payment is owed if this Agreement and any related TOs is/are canceled with less than said notice.
- j) Termination. A minimum of thirty (30) calendar days’ written notice is required for modification or cancellation of services after the commencement of the Consulting Services specified in any related TO.

8. Term and Termination

- a) This Agreement will be in full force and effect until
 - (i) Customer pays the Company’s final invoice, and
 - (ii) Customer’s acceptance of the final Deliverable or submission of final timesheet, or



(ii) Company and Customer mutually terminate this Agreement in writing. Sections 1, 2, 3, 4 and 9 will survive termination or expiration of this Agreement.

(iii) The Company individually issues a written notification of its intent to modify or terminate services with 30 days of advanced notice.

9. Non-solicitation or Circumvention

- a) During the term of this Agreement, and for a period of one (1) year thereafter, Customer will not solicit or encourage any of Company's consultants, technical or management employees to work elsewhere and Customer will not directly or indirectly hire or retain the services of any of Company's technical or management employees without the prior written consent of Company. In the event that Customer violates this provision, Customer will immediately remit to Company an employment fee equal to fifty (50%) of the value of the employee's total first-year compensation package.
- b) During the term of this Agreement, and for a period of one (1) year thereafter, Customer will not contract directly with any subcontractors introduced to the Customer without prior written consent of the Company.

10. Miscellaneous

- a) No Assignment. This Agreement and any rights or obligations of Customer under it may not be assigned, subcontracted or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Company, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.
- b) Independent Contractors. The relationship of Company and Customer established by this Agreement is that of independent contractors. Nothing contained herein shall constitute either party the agent of the other party, or otherwise grant either party the authority to bind the other party to any obligation, or constitute the Parties as partners or joint venturers and neither party shall hold itself out as being an agent having such authority. Customer shall make no representations or warranties on behalf of Company with respect to the Consulting Services and/or Deliverables.
- c) No Warranties. No employee, agent, representative or affiliate of Company has authority to bind Company to any oral representations or warranty concerning the Deliverables. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.
- d) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia and the Parties submit to the exclusive jurisdiction of the courts of the Commonwealth of Virginia, in respect of any dispute or difference between them arising out of this Agreement.
- e) Equitable Relief. Each party acknowledges and agrees that in the event of a breach of Section 2 or Section 3, the non-breaching party shall be entitled to seek immediate injunctive relief in addition to whatever remedies it might have at law or under these General Terms & Conditions.
- f) Force Majeure. Neither party will incur any liability to the other party because any loss or damage resulting from any delay or failure to perform all or any part of this Agreement and related TOs if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the Parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, natural disaster, fire and explosions, or any other events reasonably beyond the control of either party, but the inability to meet financial obligations is expressly excluded.
- g) Export Control. Customer will obtain any export licenses that may be required under applicable U.S. laws prior to any export or re-export of products or information provided under this Agreement and any related TOs.
- h) End User License Agreement. In the event the Consulting Services involve Company software products licensed to Customer under a separate license agreement, unless otherwise provided herein, the terms set out in such separate license agreement shall apply with respect to each such Company software product.
- i) Acknowledgment. Unless otherwise stated in this Agreement, Customer acknowledges that the Consulting Services specified in any related TO do not include significant production, modification or customization of Company licensed software.
- j) Security Clearance. Customer acknowledges that if any security resource requirements are required for the Consulting Services pursuant to this Agreement and related TOs, Customer will issue the appropriate security



specifications to Company.

- k) Counterparts. This Agreement and any related TOs may be executed in counterparts, each of which so executed will be deemed to be an original and such counterpart together will constitute one and the same agreement. This Agreement and related TOs may be executed and delivered electronically or by facsimile in Portable Document Format ("PDF") and the Parties agree that such electronic or facsimile PDF execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic or facsimile PDF signatures as evidence of the execution and delivery of this Agreement and any related TOs by all Parties to the same extent that an original signature could be used.
- l) Severability. If any provision in this Agreement is found to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent possible so as to affect the intent of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.
- m) Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth herein. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, five (5) business days after deposit in the mail as set forth above, or two (2) days after delivery to an overnight air courier service. All notices shall be directed to Customer to the address set forth in this Agreement, and to Company as follows:

Company
2011 Crystal Drive
Suite #400
Arlington, VA 22202

Attn: Chief Financial Officer (with a copy sent to the same location to the attention of General Counsel).

- n) Entire Agreement. This Agreement and any related TOs constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written. This Agreement and any related TOs may not be amended except in a written document signed by both Parties. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Customer may issue to Company in connection with this Agreement and any related TOs will have any effect on, or otherwise modify, the rights, duties or obligations of the Parties under this Agreement, regardless of any failure of Company to object to such terms, provisions or conditions. Company hereby rejects any such additional or conflicting terms and conditions on any Customer purchase order, acknowledgment or other business form, unless expressly otherwise agreed to by the Parties in writing.