

FEDERAL RESOURCES SUPPLY COMPANY

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

1. Applicability.

- (a) These terms and conditions for services (these “Terms”) are the only terms and conditions which govern the provision of services by Federal Resource Supply Company (“FRSC”), KD Analytical Consulting, Inc., COTS Solutions LLC or any other direct or indirect subsidiary of FRSC (such entity, whose name appears on the Statement of Work (as defined below), “Service Provider”) to the counterparty identified on the Statement of Work (“Customer”). Notwithstanding anything herein to the contrary, if a written contract signed by Service Provider and Customer is in existence covering the provision of services by Service Provider, the terms and conditions of said contract shall prevail to the extent (but only to the extent) they are inconsistent with these Terms.
- (b) The accompanying statement of work (which may take the form of a quotation or an order confirmation generated by Service Provider, the “Statement of Work”), together with these Terms (collectively, this “Agreement”), comprises the entire agreement between Service Provider and Customer with respect to the provision of the Services (as defined below), and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with regard thereto. Notwithstanding the foregoing, the terms, conditions and agreements between Customer and Service Provider (or an affiliate thereof) with respect to the sale of goods, products or components (if any) to be provided by Service Provider (or an affiliate thereof) to Customer are set forth in a separate written instrument, and these Terms and this Agreement shall not be deemed to modify, amend or replace such separate written instrument or to govern the sale of goods, products or components by Service Provider (or an affiliate thereof) to Customer. In the event of any conflict between these Terms and the Statement of Work, these Terms shall govern to the extent of such conflict, unless the Statement of Work expressly states that the terms and conditions of the Statement of Work shall control in the event of any conflict. These Terms prevail over any of Customer’s written terms and conditions for the provision of services, regardless of whether or when Customer has submitted its request for proposal, order or such terms. The provision of services to Customer does not constitute acceptance by Service Provider of any of Customer’s terms and conditions and does not serve to modify, amend or replace these Terms. The provision of the Services is expressly conditioned upon Customer’s acceptance of these Terms and this Agreement.

2. Services. Service Provider shall provide the services to Customer as described in the Statement of Work (the “Services”) in accordance with these Terms.

3. Performance Dates. Service Provider shall use commercially reasonable efforts to meet any performance or completion dates specified in the Statement of Work. Unless otherwise expressly specified in the Statement of Work or in a separate writing executed by Service Provider, time is not of the essence in rendering the Services, and any performance or completion dates specified in the Statement of Work shall be estimates only.

4. Customer’s Obligations. Customer shall:

- (a) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer’s premises and its agents, subcontractors, consultants and employees, and such office accommodation or other facilities, as may reasonably be requested by Service Provider for the purposes of performing the Services; provided, however, that Service Provider shall use good faith

efforts to abide by the safety and other rules applicable to Customer's premises to the extent Customer has provided the same in writing to Service Provider;

- (b) respond promptly to any request by Service Provider to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;
- (c) provide such of Customer's materials or information as Service Provider may reasonably request and as are reasonably necessary to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and
- (d) obtain, prior to the date the Services commence, and maintain throughout the period Services are being rendered, all necessary licenses, permissions, authorizations, consents and permits in relation to the Services, and comply with all applicable laws, regulations and ordinances in relation to the Services.

5. Customer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented, impaired or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, damages or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention, impairment or delay.

6. Change Orders.

- (a) If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Service Provider shall, within a reasonable period of time after any such request by Customer, provide a written estimate to Customer of:
 - (i) the likely time required to implement the change;
 - (ii) any variations to the fees or other charges for the Services arising from the change;
 - (iii) the likely effect of the change on the Services; and
 - (iv) any other material impact the change may have on the performance of this Agreement.
- (b) Promptly after receipt of the written estimate from Service Provider, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 22.
- (c) Notwithstanding clauses (a) and (b) of this Section 6, Service Provider may from time to time change or modify the Services without the consent of the Customer, so long as such changes do not, individually or in the aggregate, materially affect the nature or scope of the Services, or the fees or performance dates set forth in the Statement of Work.
- (d) Unless the Statement of Work expressly provides otherwise, Service Provider may charge Customer for the time it spends assessing and documenting a change request from Customer in accordance with the Statement of Work.

7. Fees and Expenses; Payment Terms; Taxes.

- (a) In consideration of the provision of the Services by Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Statement of Work. Unless the Statement of Work expressly provides otherwise, Customer agrees to reimburse Service Provider for all reasonable, actual and documented travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.
 - (b) Customer shall pay all invoiced amounts due to Service Provider within thirty (30) days of the date of Service Provider's invoice; provided, however, that if Customer is not a domestic United States entity or Services are to be provided outside of the United States or its territories, the foregoing payment terms may be modified or superseded to the extent expressly set forth in the Statement of Work. All payments shall be in U.S. dollars. Customer shall pay interest on all late payments at the lesser of 12% per annum or the maximum rate permissible under applicable law until such delinquent amounts are paid in full. Customer shall reimburse Service Provider for all costs incurred in collecting any late payments or enforcing any of Service Provider's other rights under this Agreement, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend performance of all Services if Customer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Service Provider, whether relating to Service Provider's breach, bankruptcy or otherwise.
 - (c) Fees charged for the Services are exclusive of all sales, use, value added and excise taxes, and any other similar taxes, duties and charges (including, without limitation, customs, duties and export fees, if applicable) imposed by any federal, state, municipal or other governmental authority (whether within or outside of the United States) on amounts payable by Customer hereunder. Customer shall be solely responsible for all such taxes, duties and charges and, at Service Provider's option, any or all of the same may be added to the fees charged for the Services.
8. Intellectual Property. All intellectual property rights, including, without limitation, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith and all derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services (collectively, the "Deliverables"), except for any confidential information of Customer or Customer's materials, shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.
9. Representation and Warranty; Customer's Remedies.
- (a) Service Provider represents and warrants to Customer that it (i) shall perform the Services using personnel of required skill, experience and qualifications, (ii) shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and (iii) shall devote adequate resources to satisfy its obligations under this Agreement.
 - (b) Service Provider shall not be liable for a breach of the warranty set forth in Section 9(a) unless

Customer gives written notice of the breach thereof, in commercially reasonable detail, to Service Provider within thirty (30) days following completion of the Services.

- (c) Subject to the provisions of Section 9(b), in the event of a breach of the warranty set forth in Section 9(a), Service Provider shall, in its sole discretion, either: (i) repair or re-perform such Services (or the defective portion thereof); or (ii) credit or refund the price of such Services (or the defective portion thereof) at the rates charged by Service Provider to Customer in respect thereof. **THE REMEDIES SET FORTH IN THIS SECTION 9(C) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND SERVICE PROVIDER'S ENTIRE LIABILITY, FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9(A).**
- (d) **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9(A), SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION (I) WARRANTIES OF MERCHANTABILITY, (II) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, (III) WARRANTY OF TITLE, OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

10. Limitation of Liability.

- (a) **IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION OF VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- (b) **IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT DURING THE NINETY (90) DAY PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- (c) **CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 10 ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND SERVICE PROVIDER WOULD NOT BE ABLE TO PROVIDE THE SERVICES UPON THE TERMS AND FOR THE FEE LEVELS EXTENDED HEREUNDER ABSENT CUSTOMER'S AGREEMENT TO SUCH LIMITATIONS.**

11. Termination. In addition to any remedies that may be provided under these Terms or otherwise at law or in equity, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings related to bankruptcy,

receivership, reorganization or assignment for the benefit of creditors.

12. Insurance.

- (a) During the term of this Agreement and for a period of twelve (12) months thereafter, Customer shall, at its own expense, maintain and carry, with financially sound and reputable insurers, the following insurance coverages: (i) workers' compensation, covering statutory obligations imposed by the law of any state in which the Services are to be performed; (ii) employer liability coverage, for injuries to employees not covered by workers' compensation, with limits of at least \$1,000,000 for each accident, \$1,000,000 for each employee by disease and a \$1,000,000 policy limit by disease; and (iii) commercial general liability coverage, including third party bodily injury and property damage, personal injury, products and completed operations, contractual liability and subcontractor liability, with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverages specified in these Terms. Such certificate of insurance shall name Service Provider as an additional insured. Customer shall provide Service Provider with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance coverages. Except where prohibited by law, Customer shall require its insurers to waive all rights of subrogation against Service Provider's insurers and Service Provider, and Customer's insurance policies shall include applicable provisions or endorsements to such effect. For the avoidance of doubt, if Customer is (x) the United States federal government or any of its branches, agencies, bodies or instrumentalities and is prohibited by applicable law from utilizing taxpayer funds to purchase insurance in connection with the Services or (y) a state, local or municipal government or any of its branches, agencies, bodies or instrumentalities and is prohibited by applicable law from utilizing taxpayer funds to purchase insurance in connection with the Services (any such Customer subject to clause (x) or clause (y), a "Government Customer"), then the provisions of Section 12(b) shall apply in lieu of the foregoing provisions of this Section 12(a).
- (b) Prior to commencement of the Services, a Government Customer shall provide Service Provider with a self-insurance letter duly executed by such Government Customer and addressed to Service Provider which generally describes the relevant statutory provisions to which such Government Customer is subject that prohibit the procurement of insurance by such Government Customer in connection with the Services and which generally details the statutory framework under which Service Provider may proceed (for instance, the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et seq.) in the event of a claim against such Government Customer in connection with the Services.

13. Waiver. No waiver by any party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the party to be charged. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or of any other right, remedy, power or privilege.

14. Confidential Information. All non-public, confidential or proprietary information of Service Provider, including, without limitation, technology, trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, information pertaining to business operations and strategies, customer lists, pricing, discounts or rebates (collectively, "Confidential Information"), disclosed by Service Provider to Customer, whether orally or in written or electronic form, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential and may not be disclosed or copied unless authorized in advance by Service Provider in writing. Customer agrees to use the Confidential Information only to make use of the Services and the

Deliverables. Upon Service Provider's request, Customer shall promptly return all such Confidential Information received from Service Provider. Service Provider shall be entitled to injunctive relief for any violation of this Section 14. Confidential Information does not include information that is: (a) in the public domain through no breach of this Section 14 by Customer; (b) known to Customer at the time of disclosure; (c) rightfully obtained by Customer on a non-confidential basis from a third party; or (d) independently developed by Customer without reference to Confidential Information.

15. Force Majeure. Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage; provided, however, that if the event in question continues for a continuous period in excess of ninety (90) days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.
16. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
17. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Maryland. Notwithstanding the foregoing, the parties expressly opt out of the Maryland Uniform Computer Information Transaction Act to the maximum extent permitted by law.
19. Submission to Jurisdiction. Any suit, action or proceeding arising out of or relating to this Agreement shall be maintained exclusively in the United States District Court for the District of Maryland (if jurisdiction can be obtained) or the state courts of the State of Maryland, and the parties hereby irrevocably and unconditionally submit and consent to such exclusive jurisdiction and venue.
20. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (other than routine communications under the Statement of Work) (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Statement of Work or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 20.
21. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction

to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. The parties further agree that if any term or provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction and not capable of being modified, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement (without the payment of additional consideration) to replace any provision contained herein that is held invalid, illegal or unenforceable with a valid and enforceable provision giving maximum effect as permitted by applicable law to the intent of the parties.

22. Amendment. This Agreement may not be amended, extended or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party.

23. Survival. Provisions of these Terms which by their nature should apply beyond any termination or expiration of this Agreement will remain in force after any such termination or expiration, including, without limitation, the following provisions: Section 10 (Limitation of Liability); Section 13 (Waiver); Section 14 (Confidential Information); Section 17 (Relationship of the Parties); Section 18 (Governing Law); Section 19 (Submission to Jurisdiction); Section 20 (Notices); Section 21 (Severability); Section 22 (Amendment); and this Section 23 (Survival).

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