

**BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS
INTEGRATION INC.**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is effective as of the date last written on the main ordering document (“Effective Date”) and is entered into by and between BAE Systems Information and Electronic Systems Integration Inc., operating through its Advanced GEOINT Services business unit, with offices at 10920 Technology Place, San Diego, California, 92127, (hereinafter “GXP”) and the party placing an Order for Services, Deliverables, or Work Product from GXP (“hereinafter “BUYER”). These terms and conditions are in addition and complimentary to any applicable GXP End User License Agreement, Quotation, Order, Statement of Work (“SOW”) or other agreement identified in any GXP Quotation or ordering document.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Agreement, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions

- 1.1. “Order” means a purchase order, to which these terms and conditions pertain, outlining any GXP Product, Application, Service, Deliverable, or Work Product to be provided to BUYER for payment.
- 1.2. “Services” means the services provided by GXP to BUYER under a SOW that references this Agreement. The term Services shall include developing, preparing, drafting Work Product or Deliverables, or training.
- 1.3. “Deliverable(s)” means such Work Products, if applicable, which are specific outputs that GXP provides to BUYER, provided such output must be clearly and expressly labeled as a “Deliverable” in the applicable SOW.
- 1.4. “Work Product(s)” means any work product or tangible results produced by or with GXP pursuant to this Agreement or any SOW, including, but not limited to, reports, white papers, written documents containing assessments or analysis, training slide packages, training manuals, or any other written document containing information needed by BUYER to understand or comprehend the GXP Products or modifications thereto that may be provided as part of an Order.
- 1.5. “GXP Products” means any GXP product, including but not limited to Software, which is part of an Order.
- 1.6. “Software” means programs and applications for computer systems, including but not limited to all GXP and third party programming code.
- 1.7. “Confidential Information” means the terms of this Agreement (including the terms of each SOW) and all confidential and proprietary information of GXP or BUYER, including without limitation all business plans, product plans, financial information, software, designs, formulas, methods, know-how, processes, materials provided to the BUYER in the course of performing Services under this Agreement, and technical, business and financial data of any nature whatsoever (including, without limitation, any marketing, pricing and other information

regarding the Services, Work Product, or Deliverables), provided that such information is marked or designated “confidential, proprietary, or any other similar term or designation. Confidential Information does not include information that is (i) rightfully in the receiving party’s possession without obligation of confidentiality prior to receipt from disclosing party, (ii) a matter of public knowledge through no fault of the receiving party, (iii) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; or (iv) independently developed by the receiving party without use or reference to the disclosing party’s Confidential Information.

- 1.8. “Consultants” means employees and third party contractors utilized by GXP to provide Services, Deliverables, or Work Product to BUYER.
- 1.9. “Intellectual Property Rights” means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.10. “Taxes” means sales, VAT, GST, foreign withholding, use, property, excise, and service or similar taxes now or hereafter levied all of which shall be for BUYER’s account.

2. Provision of Services.

- 2.1. GXP will provide the Services in accordance with this Agreement, the Order, the Quotation, and the SOW.
- 2.2. If any Service, Work Product, or Deliverable, in whole or in part, cannot be performed or provided by GXP due to a BUYER issue and BUYER fails to provide GXP with reasonable advance notice, the time agreed to be spent by GXP resources on such Service will be billed to BUYER.

3. BUYER’s General Responsibilities.

- 3.1. BUYER is responsible for making the necessary arrangements to allow GXP to perform Services, in accordance with the SOW.
- 3.2. BUYER shall provide and make available all BUYER personnel that GXP reasonably requires in connection with performance of Services and as may be further addressed in an applicable SOW.
- 3.3. In the event the Services are to be performed at BUYER’s site or BUYER’s customer’s site; BUYER will provide or ensure necessary access to the site including, but not limited to, appropriate access to BUYER’s or BUYER’s customer’s premises, computer systems, and any other facilities or networks needed.
- 3.4. BUYER shall appoint a contact person to supply GXP with any necessary or relevant information and who shall have the authority to make decisions regarding the nature and scope of work that would be contractually binding upon the BUYER.

4. Compensation of GXP.

- 4.1. Services may be provided by GXP on a time and materials (plus expenses), fixed price, fixed price plus expenses, annual fee or as otherwise agreed to by the parties in the SOW.
- 4.2. Unless otherwise agreed, in writing, Services will be invoiced in accordance with the fees or rates listed in or referenced in the Quotation, Order, SOW, or Schedules and Exhibits thereto, as applicable. Payment terms are Net thirty (30) days unless otherwise noted.

- 4.3. Fees and other charges described in this Agreement do not include Taxes now or hereafter levied, all of which shall be for BUYER's account. With respect to sales tax, direct pay permits or valid tax-exempt certificates, they must be provided to GXP at the time of specific SOW execution. If GXP is required to pay Taxes, BUYER shall reimburse GXP for such amounts. BUYER hereby agrees to indemnify GXP for any Taxes and related costs, interest and penalties paid or payable by GXP. This Section shall not apply to taxes based on GXP's income. BUYER also agrees to pay GXP for additional tax amounts, if any, created by the taxability of Consultants reimbursed travel and living expenses resulting from long term assignments at BUYER's locations.

5. Term and Termination.

- 5.1. Term of the Agreement. This Agreement shall be effective as of the Effective Date, specified above, and shall remain in effect unless terminated earlier in accordance with this Section 5.
- 5.2. Termination of the Agreement. GXP may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the BUYER. If this Agreement is terminated prior to the completion of one or more SOWs, such termination will not affect the continuation of any such SOW or the applicability of the provisions of this Agreement to any such SOW for the remaining term of that SOW.
- 5.3. Termination of Agreement and/or a SOW for Cause.

GXP may terminate this Agreement and/or a SOW for cause:

- Upon thirty (30) days' prior written notice of the BUYER's material breach of any provision of the Agreement or SOW, as applicable, including more than thirty (30) days delinquency in BUYER's payment of any money due hereunder or any SOW, unless BUYER has cured such breach during such thirty day period; or
- Immediately if the BUYER files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise breaches materially its obligations in Confidential Information or Assignment.

If it is determined after the fact that cause did not exist for a termination under 5.3, the parties agree that such termination shall convert to one allowed under 5.2.

- 5.4. Effect of Termination. BUYER shall continue to be liable for all payments to GXP, including fees for all Services, including expenses, incurred in the performance of such Services after notice of termination and up to the date on which any termination of a SOW or the Agreement takes effect. In the event of termination of a SOW or the Agreement, all Proprietary or Confidential Information of either party provided in connection with this Agreement or SOW, as applicable, in the possession of either party shall be returned to the information owning party or destroyed with certification of such destruction from an individual of authority to bind the respective party.

6. Work Product/Deliverables.

- 6.1. All title to and rights in the Services, Work Product, or Deliverables and all Intellectual Property Rights embodied therein, including techniques, knowledge, or processes (whether or not developed for BUYER), shall be the sole and exclusively property of GXP. BUYER agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure GXP's such title and rights.
- 6.2. Once all amounts due under a SOW are paid in full and all claims have been satisfied, BUYER shall be granted a non-exclusive, non-transferable license to use any Work Product(s) or Deliverable(s) provided by GXP solely for BUYER's internal business operations.

- 6.3. BUYER agrees that all Work Product(s) provided by GXP are to be used internally by BUYER and its employees. All Work Product(s) provided under this agreement shall be marked as follows: “GXP © [DATE]. ALL RIGHTS RESERVED. GXP PROPRIETARY INFORMATION. THIS DOCUMENT IS NOT TO BE DISCLOSED OR DISSEMINATED TO ANY THIRD PARTIES WITHOUT THE EXPRESS WRITTEN CONSENT OF GXP.”

7. Confidential Information

- 7.1. Confidential Information. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement or any SOW hereunder, and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period from the date hereof until five (5) years following the later of (a) the termination of this Agreement or (ii) the last date of the completion or other termination of Services under each SOW entered into hereunder, provided, however, that Confidential Information that constitutes, contains, or reveals, in whole or in part, GXP proprietary rights shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, a receiving party may disclose Confidential Information pursuant to a valid order of a court or authorized government agency provided that the receiving party has given the disclosing party prompt notice, to the extent legally permissible, so that the disclosing party will have an opportunity to defend, limit, or protect against such disclosure.

- 7.2. Confidential Terms and Conditions; Publicity. BUYER shall not disclose the terms and conditions of this Agreement or the pricing contained therein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other.

8. Warranty

- 8.1. GXP DISCLAIMS ALL WARRANTIES WITH REGARD TO SERVICES, WORK PRODUCT(S), OR DELIVERABLE(S), EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

9. Limitation of Liability

- 9.1. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL GXP, IT'S DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, OR SUBCONTRACTORS BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID FOR THE APPLICABLE SERVICES, WORK PRODUCT(S), OR DELIVERABLE(S) UNDER THIS AGREEMENT OR THE RELEVANT SOW. IN ADDITION, NEITHER GXP, NOR IT'S DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, OR SUBCONTRACTORS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK

STOPPAGE, DATA LOSS, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

10. Indemnification

- 10.1 Except as otherwise provided for in this Agreement, BUYER agrees to indemnify, defend and save harmless GXP, including its parent corporations, affiliates, and subsidiaries, from and against any and all third party claims and related liability for bodily injury to persons (including death) or damage to or loss of tangible personal property to the extent caused by the negligent acts, omissions, or misrepresentations of BUYER, its Consultants, agents or employees, including any and all expense and cost, legal or otherwise, incurred by GXP in the defense of any claim, demand or action arising out of the execution of work to be performed or otherwise in the performance of any of its obligations under this Agreement; provided, however, that BUYER shall not be liable for injury to persons or damage to or loss of property caused by the sole negligence of GXP, its Consultants, agents or employees.
- 10.2 GXP shall promptly notify BUYER of any claim, demand or action that is covered by this indemnification provision and shall authorize representatives of BUYER, at BUYER's sole cost and expense, to settle or defend any such claim, demand or action and to represent GXP in, or to take charge of, any litigation in connection therewith. Notwithstanding the foregoing, BUYER shall not enter into any settlement without GXP express written consent.
- 10.3 BUYER's obligations under this Agreement to defend, indemnify and/or hold harmless is subject to GXP providing BUYER with the following: (i) prompt written notice of the claim giving rise to such an obligation; (ii) commercially reasonable assistance and information (including the production of documents and availability of witnesses) as BUYER reasonably requests relating thereto; and (iii) the authority to defend as BUYER deems appropriate.

11. Assignment

BUYER may not, without GXP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement, or the Work Product(s) and Deliverable(s) or GXP Proprietary Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. GXP may assign this Agreement to the parent company, or any affiliates or subsidiaries of BAE Systems Information and Electronic Systems Integration Inc.

12. General Provisions

- 12.1. Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 12.2. No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 12.3. Notice. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given when delivered to the respective executive offices of GXP and BUYER at the addresses first set forth above or in the applicable SOW. Where in this Section 12.3 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

- 12.4. Independent Contractor. The relationship of GXP and BUYER established by this Agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by this Agreement.
- 12.5. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of GXP shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
- 12.6. Governing Law. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of the State of California without making reference to its conflict of law provisions. In the event of any conflicts between foreign law, rules, and regulations, and California law, rules, and regulations, California law, rules, and regulations shall prevail and govern. BUYER must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when BUYER knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s). The U.N. Convention on Contracts for International Sale of Goods shall not apply.
- 12.7. Non-Solicitation. BUYER shall not knowingly solicit or hire, any of the BAE Systems Information and Electronic Systems Integration Inc. employees involved in a SOW during the term of the applicable SOW and for a period of two (2) years from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.
- 12.8. Entire Agreement; Written Form; Hierarchy.
- This Agreement, including all applicable SOWs and Schedules thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.
 - No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing and signed by the authorized signatories of the parties. The foregoing provision also applies to any waiver of the written-form requirement. Where in this Section and elsewhere in this Agreement or a SOW written form is required, that requirement can be met by facsimile transmission, exchange of letters, or other written form (excluding emails).
 - In the event of any inconsistencies between the Agreement and a SOW, the SOW shall take precedence over the Agreement. However, the SOW must explicitly reference the provision of the Agreement that it amends and state that it supersedes such provision.
 - No conflicting or other conditions, including BUYER's general terms and conditions, form any part of the Agreement or SOW, even where GXP has performed Services without expressly rejecting such conditions. Any purchase order or other document issued by BUYER is for administrative convenience only. If, for reasons related to BUYER's internal arrangements or otherwise, BUYER's conditions of purchase or other standard terms are included by insertion, reference, enclosure, attachment or otherwise in BUYER's acceptance of GXP's offer (for example, in BUYER's purchase order), BUYER cannot rely on those conditions or terms and they are not incorporated in and do not form any part of the Agreement or SOW, and failure to expressly exclude them does not imply their acceptance.

- 12.9. Regulatory Matters. GXP' Proprietary Information inclusive of all Work Product and Deliverables are subject to the export control laws of various countries, including without limit the laws of the United States. BUYER agrees that it will not submit the GXP Proprietary Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of GXP, and will not export the Confidential Information to countries, persons or entities prohibited by such laws. BUYER shall also be responsible for complying with all applicable governmental regulations of the country where BUYER is registered, and any foreign countries with respect to the use of the Confidential Information by BUYER and/or its subsidiaries.
- 12.10. Survival. Sections 5 (Term), 6 (Work Product), 7 (Confidentiality), 9 (Limitation of Liabilities), 12.6 (Governing Law), and 12.7 (Non-Solicitation) shall survive any termination of this Agreement.
- 12.11. Export Control/ Classified Deliverables. Your Quote may reference commercial software products ("Software") and/or engineering, development, or training services ("Services") subject to U.S. Export Licensing Regulations. Export of such Software or Services is governed by the Export Administration Regulations (EAR) and/or the International Traffic in Arms Regulations (ITAR). Export of such Software or Services to a non-U.S. person/entity may not be made without the proper prior authorization of the U.S. Government. Violations may result in administrative, civil or criminal penalties. The ECCN or USML (United States Munitions List) Category may be provided upon the Buyer's request.

Classified Software or Services must be used for the performance of tasks or services essential to the fulfillment of a classified prime contract, or subcontract. Buyers of classified Software or Services certify that the classified deliverables will be used accordingly. Use of classified deliverables is governed by DoD 5220.22-M, National Industrial Security Program Operating Manual and/ or other applicable U.S. Government regulations on the use and protection of classified data.