

Addendum to License Agreement or Terms of Use

immixTechnology, Inc. (“Offeror”) hereby submits this Addendum as an attachment to any proposed End User License Agreement, Terms of Use or other similar document pertaining to terms and conditions (“EULA”) submitted with Offeror’s quotation. All references to the manufacturer/licensor/vendor in the attached EULA should be read as “Contractor (immixTechnology, Inc.) acting by and through its supplier.”

The Government accepts commercial terms in a license agreement only to the extent that those terms do not conflict with Federal law and only to the extent those terms meet the Government’s needs. Therefore, Offeror hereby agrees to the following modifications of the EULA to remove any inconsistencies with Federal procurement laws and to meet the Government’s needs.

The term “Government” in this Addendum includes any U.S. federal, state, local, regional or tribal government, or any instrumentality thereof. If the customer is that of a state, local, regional or tribal government, some of the Federal laws and regulations referenced below may not apply to customer. To the extent a Federal law or regulation listed below does not apply to customer, such provision shall be replaced by a provision that, to the extent permitted by applicable law, achieves the same purposes intended under the Federal law or regulation.

Offeror agrees that in the event of any conflict or inconsistency between the terms in this Addendum and the terms of any proposed EULA, the terms of this Addendum will supersede and be controlling. The Offeror acknowledges that this Addendum will become a binding part of its contract with the Government in the event its quotation is accepted and selected for award.

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| General Indemnity (by the government) | <p>The Government does not agree to indemnify any party because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any such clause is hereby modified as follows:</p> <p>Recourse against the United States for any alleged breach of this agreement must be as a dispute under the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.</p> |
| Patent Indemnity (by the contractor) | <p>Clauses giving the contractor sole control over any claims or disputes involving patent or other intellectual property infringement are not allowable, insofar as only the US Department of Justice is authorized to represent the US Government, per 28 U.S.C. § 516. Any clause giving entire control of litigation to a contractor is hereby modified as follows:</p> <p>If a third party claims that products or services delivered under this contract infringe that party’s patent or copyright, and the contractor is obligated to indemnify, defend and hold harmless the Government against such claim pursuant to the EULA, the contractor shall permit the Government to participate in the defense, at the Government’s sole cost and expense. The Government shall make every effort to fully participate in the defense and/or in any settlement of such claim. However, the contractor understands that such participation will be under the control of the U.S. Department of Justice, per 28 U.S.C. § 516.</p> |
| Automatic renewals (e.g., term licenses for software or software maintenance that renew automatically and renewal charges are due automatically unless the government takes action to opt out or terminate) | <p>The Government does not agree to any automatic renewal provisions because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any such clause is hereby modified as follows:</p> <p>If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval by a warranted contracting officer.</p> |

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| Audit | <p>Any clauses that give the contractor the right to audit the Government's use of software licenses may not meet the Government's needs as a matter of security. Any such clause is hereby modified as follows:</p> <p>At Contractor's written request, but not more frequently than annually, the Government shall furnish Contractor with a document signed by the Government's authorized representative verifying that the software is being used pursuant to the provisions of this contract. To the extent permitted by and subject to the Government's applicable security requirements (including, but not limited to, use of cleared personnel, badging and other requirements), Contractor reserves the right to audit the Government's use of the software no more than once annually at Contractor's expense. Contractor shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hour at the Government's facilities and shall not unreasonably interfere with the Government's business.</p> |
| Attorney fees and costs; equitable relief | <p>The Government does not agree to any clauses relating to the award of attorney's fees and costs or equitable relief because they may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any such clause is hereby modified as follows:</p> <p>Equitable relief and the award of attorney's fees, costs, or interest are only allowed to the extent permitted by statute (e.g., the Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved according to the disputes clause.</p> |
| Taxes | <p>The Government does not agree to any clauses purporting to make the Government responsible for all taxes. Any taxes the vendor believes to be payable by the Government must be submitted individually to the contracting officer for adjudication or included in the firm-fixed price.</p> |
| Incorporating other License Terms by Reference, Including Reference to a Website | <p>Terms provided in other documents or websites do not bind the Government unless those terms are referenced in the license agreement and submitted with the proposal. Any such clause is hereby modified as follows:</p> <p>Any license agreement provisions or terms of use unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract are not enforceable against the Government.</p> |
| Venue; Choice of Law | <p>The Government does not agree to any venue, jurisdiction, or choice of law clauses and does not consent to jurisdiction in any U.S. state courts. Any such clause is hereby modified as follows:</p> <p>Venue and jurisdiction for any disputes are determined by the applicable federal statute (e.g., Contract Disputes Act) or by the Federal Acquisition Regulation. Any disputes arising under or related to this contract and license agreement will be governed by applicable federal statutes and regulations, not the laws of any particular U.S. state.</p> |
| Arbitration | <p>The Government does not agree to any provisions relating to mandatory arbitration. Disputes must be resolved in accordance with applicable federal statutes (e.g., Contract Disputes Act) and regulations.</p> |
| Equitable remedies, injunctions | <p>The Government does not agree to any clauses consenting to or entitling the contractor to equitable relief or injunctions. Equitable relief for copyright, trademark, or patent infringement by the Government is only available to the extent permitted by federal statutes.</p> |

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| Unilateral termination by contractor for breach | <p>The Government does not agree to any clauses permitting unilateral termination of the contract or license agreement by the contractor. Any such clause is hereby modified as follows:</p> <p>Recourse against the United States for any alleged breach of this agreement must be made under the terms of the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and must comply with any decision of the Contracting Officer.</p> |
| Unilateral modification | <p>The Government does not agree to any provisions giving the contractor the right to unilaterally make material changes to the license terms, with or without notice to the customer.</p> |
| Assignment by licensor | <p>The Government does not agree to any license terms providing for assignment by the licensor. Any such clause is hereby modified as follows:</p> <p>Assignment of Government contracts without the Government's prior approval is prohibited by statute, except for assignment of payment to a financial institution, which must comply with the Assignment of Claims Act (31 U.S.C. § 3727, 41 U.S.C. § 15) and Federal Acquisition Regulation Subpart 32.8.</p> |
| Confidentiality | <p>The Government does not agree to any clauses asserting that unit prices or license agreement terms are confidential or proprietary information. Any such clause is hereby modified as follows:</p> <p>Neither the license agreement nor the price list shall be deemed "confidential" or "proprietary" information notwithstanding any marking to that effect. The Freedom of Information Act (FOIA) governs what information must be disclosed and what information may be withheld by the Government.</p> |
| Inspection/Acceptance | <p>The Contractor can only, and shall only tender for acceptance those items that substantially conform to the manufacturer's published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights- (1) Within the warranty period; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</p> |

PERATON INC.**END USER LICENSE AGREEMENT**

This End User License Agreement (EULA) is between Peraton Inc., a corporation incorporated under the laws of the State of Maryland, United States of America, by and through its offices at Herndon, Virginia (hereinafter referred to as "Peraton") and _____, with offices at _____ (hereinafter referred to as "Licensee"). Either or both may be referred to as "Party" or "Parties". This EULA is effective as of the effective date located on the attached Order Form.

1. Definition

The definitions listed below pertain to this EULA.

- A. Affiliate: Any entity the Licensee owns at least a fifty-one percent (51%) or through board of directors' control if a not for profit entity. For Government Licensees, the "Affiliate" definition and provisions shall not apply.
- B. Confidential Information: Information, which the Disclosing Party provides, either directly or indirectly, to the Receiving Party in connection with this EULA. Information includes the software, personal information, EULA terms, or information related to the business of the Disclosing Party. If information is:
 - Tangible Form - clearly marked at the time of disclosure as being confidential
 - Orally or Visually Form - designated at the time of disclosure as confidential
 - Other Form - is reasonably understood to be confidential information, whether or not marked
- C. Concurrent Users: The total number of users simultaneously accessing the Software at any given time is limited to those for whom Licensee has paid a License Fee in accordance with the Order Form. If the Licensee has reached capacity of the Concurrent Users, there will not be any additional users able to access the Software until the Licensee has procured additional licenses from Peraton.
- D. Core: A core is an individual processor within a CPU.
- E. Core Based-Server: The number of Cores is limited to those for whom Licensee has paid a license fee in accordance with the Order Form. An unlimited (until Core capacity is reached) number of authorized users may use the Software, provided the total number of Cores residing on all computers where the Software is installed does not exceed the permitted number of Cores identified on the Order Form. When the Software is installed and distributed across multiple computers, all the Cores in each of these computers count toward to the total number of Cores licensed.
- F. Documentation: Technical documentation, release notes, and user manuals for the Baseline Version of the Software.
- G. Effective Date: The date the Software Maintenance Agreement (SWMA) takes effect. The Effective Date is located in the Order Form.
- H. End User License Agreement: An agreement between Peraton and Licensee to provide use of a license for a given period of performance.
- I. Error: Material deviation of the Baseline Version of the Software from its technical documentation.
- J. License Fees: Fees paid for Software Licenses. License Fees do not include Maintenance or Services fees.
- K. License Term: The term for License is unlimited. Whereas the Software Maintenance Agreement will identify a Maintenance Term for a Period of Performance.

- L. License Location: The physical location where the Software is installed on equipment the Licensee owns, leases, or otherwise controls.
- M. Maintenance Fee: Fee paid for Software Maintenance. Maintenance Fees do not include cost of the initial Peraton License or Support Services provided by Peraton.
- N. Maintenance Term: Is identify as a Maintenance Term for a Period of Performance. The Maintenance Term is located in the Order Form.
- O. Named User: The total number of users given a fixed license that is assigned to them in accordance with the Order Form. Each user accessing the Software's functionality is one Named User of the Software, whether or not using Software components to access the Software's functionality, and must be counted towards the number of authorized Named Users.
- P. Order Form: A form specifying the Licensee Information, Business Contact (e.g., Program Manager, etc.), Primary Technical Contact, Alternate Technical Contact, and Software Details.
- Q. Release: A software upgrade that adds new features and corrects Errors.
- R. Services: Baseline Support Services.
- S. Software: The Peraton Software products and any Third Party Software products listed in the Order Form.
- T. Software License: A non-exclusive, non-transferable right to use the Software in a machine- readable form, together with the Documentation, solely for Licensee's internal business.
- U. Software Maintenance Agreement: An agreement between Peraton and Licensee to provide maintenance for a given period of performance.
- V. Subject Matter: The Peraton Software and applicable Documentation.
- W. Third Party Software: Any third-party Software listed on the Order Form that is produced by a party other than Peraton. Software may include the initial purchase of the license or subsequent maintenance fee.
- X. Upgrades: New Versions and Release of the Software.
- Y. Version: A major enhancement to the Software that adds substantial new features or other significant changes.

2. Commercial Items

The software and documentation provided hereunder are "Commercial Items" as defined by Federal Acquisition Regulation ("FAR") 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as defined in FAR 12.212. No other regulation or data rights clause applies to the delivery of this software and documentation to the Government. Accordingly, the terms and conditions of this License govern the Government's use and disclosure of the Software, and supersede any conflicting terms and conditions of any contract pursuant to which the software and documentation is delivered to the Government.

The FAR clauses stated in this section do not apply to Non-Government customers.

3. Permitted Use

Licensee may not permit any unauthorized third party to use or access the Software. Licensee may not use the Software in the operation of a service bureau, commercial time-sharing or in any other resale capacity. For purposes of Concurrent Users and Core-Based Server, authorized users are not uniquely identified.

4. Proprietary Rights

This Agreement does not convey to Licensee title to or ownership of the Subject Matter or any results of the Services, but only a right of limited use in accordance with the License. The Subject Matter, all results of the Services, and all copies of any of them are proprietary to Peraton and title in each of them, including without limitation, all

applicable rights to patents, copyrights, trademarks, confidential information and trade secrets, remains solely in Peraton, and are subject to the terms and conditions of the License. All Upgrades and any results of the Services provided by Peraton under this Agreement will become a part of the Software for the purposes of the License at the time they are provided to Licensee and are hereby licensed to Licensee as part of the Software pursuant to the terms and conditions of the License.

5. Limited Warranties

Peraton furnishes the licensed Subject Matter, and Licensee agrees to accept same, on a strictly “as is” basis. Peraton warrants the Services will be performed in a competent manner consistent with industry standards reasonably applicable to the performance of such Services.

- A. **Software Warranty:** Licensee acknowledges that it is solely responsible for the results obtained from use of the Software. Peraton further warrants that it has not introduced into the Software any feature designed to damage or erase the Software or data. The Software may contain license protection features that limit access to the Software to the use permitted under this EULA. Licensee shall not circumvent or render inoperative any such protection features. To be valid, a warranty claim must be in writing and submitted to Peraton. If Licensee believes that the Software has Defects, Licensee shall promptly notify Peraton in writing, describe with specificity any such Defect, and provide a listing of output and such other data as may be required by Peraton to reproduce the Defect. Licensee's exclusive remedy and Peraton's sole liability for Software performance under this software warranty will be:
- To use reasonable efforts to correct any such Defects and supply Licensee with a correction as soon as reasonably practicable
 - If correction or replacement is not reasonably achievable by Peraton, to terminate Licensee's License(s) for the affected Software and refund the License Fee paid upon Licensee's certification that all copies of the Software have been returned or destroyed.
- B. **Warranty Exceptions and Exclusions:** The express warranties set forth in this Limited Warranties Section do not apply to errors or malfunctions caused by (a) Licensee's equipment, (b) software not licensed from or approved in writing by Peraton, (c) Misuse, (d) Licensee's failure to use or implement corrections or updates, (e) use of the Software in combination with materials not provided, specified or approved in writing by Peraton, (f) improper installation by Licensee, Support Contractor, or a third party not authorized in writing by Peraton, or (g) any other cause not directly attributable to Peraton. Peraton does not warrant the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. These limited warranties shall be void if Licensee or any third party modifies or changes the Software in any way beyond the scope of the configuration options contained in the Software. In order to receive and maintain these warranties, Licensee must:
- Use the Software in accordance with the Documentation
 - Use the Software on the hardware and with the operating system for which it was designed
 - Use only qualified personnel to operate the Software

Peraton will not be required to maintain compatibility between Peraton Software and any other software (other than Peraton-supported Third Party Software) except as otherwise agreed in writing.

- C. **Disclaimer of Warranties:** EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PERATON DOES NOT MAKE ANY EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A

PARTICULAR PURPOSE.**6. Infringement**

Peraton warrants the use of the licensed Subject Matter under this EULA shall not infringe upon, misappropriate or otherwise violate any property, ownership or proprietary rights of any other person or organization. Upon notice of an alleged infringement, or if, in Peraton's opinion, such a claim is likely, Peraton shall have the right, at its option, to obtain the right to continue the distribution of products, substitute other products with similar operating capabilities, or modify the product so that it is no longer infringing. In the event that none of the above options are reasonably available in Peraton's opinion, Licensee's sole and exclusive remedy shall be to cease using and to return to Peraton all of the products, and to obtain from Peraton a refund of the fee paid by Licensee for such products. This section states Peraton's entire liability for intellectual property infringement.

7. Limitation of Liability

Peraton shall have no liability to Licensee for any loss, claim, remedy, suit, action, damages, and/or liability under any cause of action whatsoever whether in contract or tort including but not limited to action by agents or employees of Licensee or third party bodily injury, or property damage based on products liability, strict liability, or negligence concerning any defects, bugs or deficiencies or lack thereof of any nature in the licensed Subject Matter.

Peraton shall not be liable to Licensee for special, indirect, incidental or consequential loss or damage including, without limitation, any punitive damages, lost profits, or lost business opportunity arising out of or in connection with the license granted under this or any business activity of Licensee.

Licensee agrees to indemnify Peraton against, and hold Peraton harmless from any loss, claim, remedy, suit, action, damages and/or liability under any cause of action, whether in contract, tort [including but not limited to third party bodily injury or property damage claims based on products liability, strict liability or negligence, errors or omissions (including both active or passive negligence of Peraton)] or otherwise, including the cost of defending any suit or action, arising out of, resulting from or in any way connected with the use of the licensed Subject Matter by Licensee, its agents, employees, affiliates, transferees, and obliges including but not limited to the United States Government regardless of the cause of such loss, claim, remedy, suit, action, damages and/or liability.

8. Grant of License

Peraton grants to Licensee a non-exclusive, non-transferable, revocable, indivisible right to use the licensed Subject Matter specified in the Order Form in accordance with the terms and conditions of this EULA. Licensee shall use the licensed Subject Matter solely as installed in sites listed in the Order Form and for the permitted use for which Licensee has paid a License Fee. Licensee shall not, and shall not permit others to, decompile, disassemble, or otherwise reverse engineer the licensed Software. The right to revise, modify or enhance the licensed Software is expressly prohibited. All terms and conditions of this EULA are material terms of the license granted by this Agreement. The violation of any term or condition of this EULA will constitute grounds for termination of this Agreement by Peraton.

9. Production and Non-Production Environments

- A. Disaster Recovery and Archival Instance (Production Instances): Licensee may make back-up copies of the Software as necessary for use in disaster recovery and archival purposes, provided keeping the copies in a secure location (e.g., location to be owned or controlled by Licensee or Licensee's disaster recovery vendor). All archival and backup copies of the Software are subject to the provisions of this
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EULA. Licensee shall reproduce all titles, trademarks, copyright and restricted rights notices in such copies. The Licensee should not use the disaster recovery and archival copies of the Software for production purposes unless the primary copy of the Software is not being used for production purposes.

- B. Non-Production Instances: Non-Production Instances are considered Test, Development, and Training Instance. Unless otherwise listed in the Order Form, Licensee may use one Instance of the Software in a non-production environment solely for Licensee's internal testing, development, and training purposes. Licensee's installation and use of the Software for these purposes is limited to the same number of licensed users as permitted under the applicable Order Form and this EULA.

10. Export

The Software, including technical data relating thereto, is subject to applicable export control laws and regulations, including the U.S. International Traffic in Arms Regulations (ITAR) and the U.S. Export Administration Regulations (EAR). Licensee shall strictly comply with all applicable export laws and regulations and, in addition to other restrictions in this EULA, Licensee agrees that it will not export, re-export or import the Software, except in accordance with all applicable export laws and regulations and only if permitted under the License terms. Licensee warrants and represents that Licensee, including its Affiliates and Support Contractors, is not (a) affiliated with or a resident of any embargoed or terrorist-supporting country or (b) affiliated with anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals.

11. Confidentiality

The licensed Subject Matter, including the design and elements of the database tables, as well as any information that is marked confidential and those rights designated proprietary is confidential information, the disclosure of which would harm Peraton.

Confidential Information will be protected and held in confidence by the Receiving Party and will be used for the purposes of this EULA and related internal administrative purposes only. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors and business partners on a "need to know" basis, provided that they are bound by written confidentiality obligations no less stringent than those in this EULA prior to any disclosure. Confidential Information does not include information that:

- Is already known to Receiving Party at the time of disclosure
- Is or becomes publicly known through no wrongful act or failure of the Receiving Party
- Is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information
- Is received from a third party which is not under and does not thereby breach an obligation of confidentiality

Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such request, and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential. If Licensee participates in the Peraton-sponsored group event, this Confidential Information Section shall apply to Confidential Information disclosed by any group participant, and Peraton may provide a copy of this Confidential Information Section to any Disclosing Party seeking to enforce its

provisions.

Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. The Receiving Party may return any Confidential Information to the Disclosing Party at any time. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.

12. Services

The license fees do not include any maintenance, online help, training, implementation support or other support services. Licensee is required to procure at least one year of Software maintenance under a separate SWMA. The manner and periods in which, and the terms and conditions under which, such maintenance will be performed will be solely set forth in the SWMA.

13. Compliance

Licensee shall keep adequate and proper records relating to its use and distribution of the licensed Software pursuant to this EULA. Peraton reserves the right to request that Licensee conduct an internal audit at any time but no more than annually. Following such an audit, Licensee shall deliver to Peraton a certified statement in writing signed by an authorized representative of Licensee, that Licensee either

(a) has sufficient licenses to permit all usage disclosed by such audit or (b) verifying that it has ordered sufficient licenses to permit all usage disclosed by such audit. Failure to complete a requested audit may result in the termination of this EULA.

14. Governing Law

This EULA shall be interpreted and construed, its performance and any dispute arising hereunder shall be governed, in all respects by the substantive and procedural laws and judicial decisions of the Commonwealth of Virginia except, however, the choice of law provisions shall not apply. Any legal action shall be brought in a court of competent jurisdiction in Virginia.

15. General

This EULA may be modified or amended solely in writing by both Parties. The provisions of this EULA shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. Licensee may not assign or otherwise transfer this EULA or any of the rights granted therein without the prior written consent of Peraton. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver, and no waiver will be effective unless it is in writing and signed by the waiving party. Any provision of this EULA that imposes or contemplates continuing obligations on a party will survive termination of this EULA. This EULA is separate and distinct from any services associated with the Software delivered hereunder. Payment under this EULA is due and payable on the Effective Date of this Agreement. There shall be no right of offset to license fees due under this EULA.

16. Complete and Exclusive

EACH PARTY ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OUTLINES IN THIS EULA. THE PARTIES AGREE THIS EULA, INCLUDING THE ORDER FORM AND ANY

WRITTEN MODIFICATIONS MADE PURSUANT TO IT CONSTITUTES THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE TERMS OF THIS EULA BETWEEN THE PARTIES, AND SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS PROPOSALS, ORAL OR WRITTEN, UNDERSTANDINGS, REPRESENTATIONS, CONDITIONS, WARRANTIES, COVENANTS, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS EULA.

THE PARTIES FURTHER AGREE THIS EULA MAY NOT IN ANY WAY BE EXPLAINED OR SUPPLEMENTED BY A PRIOR OR EXISTING COURSE OF DEALING BETWEEN THE PARTIES, BY ANY USAGE OF TRADE OR CUSTOM, OR BY ANY PRIOR PERFORMANCE BETWEEN THE PARTIES PURSUANT TO THIS EULA OR OTHERWISE.

END USE LICENSE AGREEMENT - ORDER FORM

| Licensee Information | |
|----------------------|--|
| Name: | |
| Address: | |

| Business Contact | |
|-----------------------|--|
| Name: | |
| Office & Cell Phones: | |
| Email: | |

| Primary Technical Contact* | |
|----------------------------|--|
| Name: | |
| Office & Cell Phones: | |
| Email: | |

| Alternate Technical Contact* | |
|------------------------------|--|
| Name: | |

| | |
|-----------------------|--|
| Office & Cell Phones: | |
| Email: | |

*The Primary and Alternate Technical Contacts must be knowledgeable in the current Release of the Software, including without limitation Client's operating environment and use and error correction of the Software.

| Software Details | | | |
|------------------------------|------------|----------|-------|
| Peraton Software Description | Unit Price | Quantity | Price |
| | \$ | | \$ |
| | \$ | | \$ |
| Total License Fee | | | \$ |

| Additional Details | |
|--|--|
| <u>Delivery</u> : Peraton shall deliver the licensed Subject Matter electronically within 30 days of the Effective Date of this Agreement. | |
| Licensed Location: | |
| Type of User (Concurrent, Core-Based Server or Named): | |
| EULA Effective Date: | |
| Notes (Optional): | |

The Parties have caused this EULA to be signed by their duly authorized representatives on the day and year last written below:

Peraton
PERATON INC.

Licensee

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

PERATON INC.**SOFTWARE MAINTENANCE AGREEMENT**

This Software Maintenance Agreement (SWMA) is between Peraton Inc., a corporation incorporated under the laws of the State of Maryland, United States of America, by and through its offices at Herndon, Virginia (hereinafter referred to as "Peraton") and _____, with offices at _____ (hereinafter referred to as "Licensee"). Either or both may be referred to as "Party" or "Parties". This SWMA is effective as of the effective date located on the attached Order Form.

Definitions

The definitions listed below pertain to both this SWMA.

- A. **Affiliate:** Any entity the Licensee owns at least a fifty-one percent (51%) or through board of directors' control if a not for profit entity. For Government Licensees, the "Affiliate" definition and provisions shall not apply.
- B. **Confidential Information:** Information, which the Disclosing Party provides, either directly or indirectly, to the Receiving Party in connection with this SWMA. Information includes the software, personal information, SWMA terms, or information related to the business of the Disclosing Party. If information is:
 - Tangible Form - clearly marked at the time of disclosure as being confidential
 - Orally or Visually Form - designated at the time of disclosure as confidential
 - Other Form - is reasonably understood to be confidential information, whether or not marked
- C. **Concurrent Users:** The total number of users simultaneously accessing the Software at any given time is limited to those for whom Licensee has paid a License Fee in accordance with the Order Form. If the Licensee has reached capacity of the Concurrent Users, there will not be any additional users able to access the Software until the Licensee has procured additional licenses from Peraton.
- D. **Core:** A core is an individual processor within a CPU.
- E. **Core Based-Server:** The number of Cores is limited to those for whom Licensee has paid a license fee in accordance with the Order Form. An unlimited (until Core capacity is reached) number of authorized users may use the Software, provided the total number of Cores residing on all computers where the Software is installed does not exceed the permitted number of Cores identified on the Order Form. When the Software is installed and distributed across multiple computers, all the Cores in each of these computers count toward to the total number of Cores licensed.
- F. **Documentation:** Technical documentation, release notes, and user manuals for the Baseline Version of the Software.
- G. **Effective Date:** The date the SWMA takes effect. The Effective Date is located in the Order Form.
- H. **End of Life:** The point in time when Northrop will cease to create updates and patches for a particular piece of software.
- I. **End User License Agreement:** An agreement between Peraton and Licensee to provide use of a license for a given period of performance.
- J. **Error:** Material deviation of the Baseline Version of the Software from its technical documentation.
- K. **License Fees:** Fees paid for Software Licenses. License Fees do not include Maintenance or Services fees.
- L. **License Term:** The term for License is unlimited. Whereas the Software Maintenance Agreement will identify a Maintenance Term for a Period of Performance.

- M. License Location: The physical location where the Software is installed on equipment the Licensee owns, leases, or otherwise controls.
- N. Maintenance Fee: Fee paid for Software Maintenance. Maintenance Fees do not include cost of the initial Peraton License or Support Services provided by Peraton.
- O. Maintenance Term: Is identify as a Maintenance Term for a Period of Performance. The Maintenance Term is located in the Order Form.
- P. Named User: The total number of users given a fixed license that is assigned to them in accordance with the Order Form. Each user accessing the Software's functionality is one Named User of the Software, whether or not using Software components to access the Software's functionality, and must be counted towards the number of authorized Named Users.
- Q. Peraton Supported Third Party Software: Third Party Software contained in Peraton's Baseline Software or Upgrades.
- R. Order Form: A form specifying the Licensee Information, Business Contact (e.g., Program Manager, etc.), Primary Technical Contact, Alternate Technical Contact, and Software Details.
- S. Release: A software upgrade that adds new features and corrects Errors.
- T. Services: Baseline Support Services.
- U. Software: The Peraton Software products and any Third Party Software products listed in the Order Form.
- V. Software License: A non-exclusive, non-transferable right to use the Software in a machine-readable form, together with the Documentation, solely for Licensee's internal business.
- W. Software Maintenance Agreement: An agreement between Peraton and Licensee to provide maintenance for a given period of performance.
- X. Subject Matter: The Peraton Software and applicable Documentation.
- Y. Third Party Software: Any third-party Software listed on the Order Form that is produced by a party other than Peraton. This software is not contained in the Baseline Software or Upgrades. Software may include the initial purchase of the license or subsequent maintenance fee.
- Z. Upgrades: New Versions and Release of the Software.
- AA. Version: A major enhancement to the Software that adds substantial new features or other significant changes.

Commercial Items

The software and documentation provided hereunder are "Commercial Items" as defined by Federal Acquisition Regulation ("FAR") 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as defined in FAR 12.212. No other regulation or data rights clause applies to the delivery of this software and documentation to the Government. Accordingly, the terms and conditions of this License govern the Government's use and disclosure of the Software, and supersede any conflicting terms and conditions of any contract pursuant to which the software and documentation is delivered to the Government.

The FAR clauses stated in this section do not apply to Non-Government customers.

Permitted Use

Licensee may not permit any unauthorized third party to use or access the Software. Licensee may not use the Software in the operation of a service bureau, commercial time-sharing or in any other resale capacity. For purposes of Concurrent Users and Core-Based Server, authorized users are not uniquely identified.

Proprietary Rights

This Agreement does not convey to Licensee title to or ownership of the Subject Matter or any results of the Services, but only a right of limited use in accordance with the License. The Subject Matter, all results of the Services, and all copies of any of them are proprietary to Peraton and title in each of them, including without limitation, all applicable rights to patents, copyrights, trademarks, confidential information and trade secrets, remains solely in Peraton, and are subject to the terms and conditions of the License. All Upgrades and any results of the Services provided by Peraton under this Agreement will become a part of the Software for the purposes of the License at the time they are provided to Licensee and are hereby licensed to Licensee as part of the Software pursuant to the terms and conditions of the License.

Limited Warranties

Peraton furnishes the licensed Subject Matter, and Licensee agrees to accept same, on a strictly “as is” basis. Peraton warrants the Services will be performed in a competent manner consistent with industry standards reasonably applicable to the performance of such Services.

- A. Software Warranty: Licensee acknowledges that it is solely responsible for the results obtained from use of the Software. Peraton further warrants that it has not introduced into the Software any feature designed to damage or erase the Software or data. The Software may contain license protection features that limit access to the Software to the use permitted under this SWMA. Licensee shall not circumvent or render inoperative any such protection features. To be valid, a warranty claim must be in writing and submitted to Peraton. If Licensee believes that the Software has Defects, Licensee shall promptly notify Peraton in writing, describe with specificity any such Defect, and provide a listing of output and such other data as may be required by Peraton to reproduce the Defect. Licensee's exclusive remedy and Peraton's sole liability for Software performance under this software warranty will be:
 - 1) To use reasonable efforts to correct any such Defects and supply Licensee with a correction as soon as reasonably practicable.
 - 2) If correction or replacement is not reasonably achievable by Peraton, to terminate Licensee's License(s) for the affected Software and refund the License Fee paid upon Licensee's certification that all copies of the Software have been returned or destroyed.
 - B. Warranty Exceptions and Exclusions: The express warranties set forth in this Limited Warranties Section do not apply to errors or malfunctions caused by (a) Licensee's equipment, (b) software not licensed from or approved in writing by Peraton, (c) Misuse, (d) Licensee's failure to use or implement corrections or updates, (e) use of the Software in combination with materials not provided, specified or approved in writing by Peraton, (f) improper installation by Licensee, Support Contractor, or a third party not authorized in writing by Peraton, or (g) any other cause not directly attributable to Peraton. Peraton does not warrant the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. These limited warranties shall be void if Licensee or any third party modifies or changes the Software in any way beyond the scope of the configuration options contained in the Software. In order to receive and maintain these warranties, Licensee must:
 - 1) Use the Software in accordance with the Documentation.
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- 2) Use the Software on the hardware and with the operating system for which it was designed.
- 3) Use only qualified personnel to operate the Software.

Peraton will not be required to maintain compatibility between the Peraton Software and any other software (other than Peraton-supported Third Party Software) except as otherwise agreed in writing.

- C. Disclaimer of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PERATON DOES NOT MAKE ANY EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Infringement

Peraton warrants the use of the licensed Subject Matter under this SWMA shall not infringe upon, misappropriate or otherwise violate any property, ownership or proprietary rights of any other person or organization. Upon notice of an alleged infringement, or if, in Peraton's opinion, such a claim is likely, Peraton shall have the right, at its option, to obtain the right to continue the distribution of products, substitute other products with similar operating capabilities, or modify the product so that it is no longer infringing. In the event that none of the above options are reasonably available in Peraton's opinion, Licensee's sole and exclusive remedy shall be to cease using and to return to Peraton all of the products, and to obtain from Peraton a refund of the fee paid by Licensee for such products. This section states Peraton's entire liability for intellectual property infringement.

Limitation of Liability

- A. Peraton shall have no liability to Licensee for any loss, claim, remedy, suit, action, damages, and/or liability under any cause of action whatsoever whether in contract or tort including but not limited to action by agents or employees of Licensee or third party bodily injury, or property damage based on products liability, strict liability, or negligence concerning any defects, bugs or deficiencies or lack thereof of any nature in the licensed Subject Matter.
- B. Peraton shall not be liable to Licensee for special, indirect, incidental or consequential loss or damage including, without limitation, any punitive damages, lost profits, or lost business opportunity arising out of or in connection with the license granted under this or any business activity of Licensee.
- C. Licensee agrees to indemnify Peraton against, and hold Peraton harmless from any loss, claim, remedy, suit, action, damages and/or liability under any cause of action, whether in contract, tort [including but not limited to third party bodily injury or property damage claims based on products liability, strict liability or negligence, errors or omissions (including both active or passive negligence of Peraton)] or otherwise, including the cost of defending any suit or action, arising out of, resulting from or in any way connected with the use of the licensed Subject Matter by Licensee, its agents, employees, affiliates, transferees, and obliges including but not limited to the United States Government regardless of the cause of such loss, claim, remedy, suit, action, damages and/or liability.

Maintenance Services

- A. **Scope of Services:** This SWMA provides the terms and conditions on which Peraton will provide to Licensee. Peraton will provide the Services solely with respect to the unmodified, baseline Software as originally delivered by Peraton and as updated by Upgrades. Software maintenance is comprised of software patches and fixes (to correct latent defects in licensed software) and software updates or incremental software releases (to provide minor improvements to licensed software). In some instances, software maintenance will also include major upgrades or new versions of licensed software. New features or improvements are not customer specific but changes that improve the overall product.
- B. **Baseline Support Services:** During the Maintenance Term, Peraton will provide the Baseline Support Services described below with respect to the unmodified, baseline Software as originally delivered by Peraton and as updated by Upgrades. Unless otherwise specified in the Order Form, Peraton will provide Baseline Support Services only with respect to the current Release plus two prior Releases of the Baseline Version of the Software.

End of Life Dates

| <Insert Product Name> | Version Number |
|-----------------------------|----------------|
| Current Release | |
| First Prior Release | |
| Second Prior Release | |

Performance of the Baseline Support Services is expressly conditioned upon (i) timely payment of all amounts due for all preceding Terms and the then current Term, and (ii) Licensee incorporating each Upgrade into the Software within one hundred eighty days after receiving the Upgrade from Peraton. The Baseline Support Services are as follows:

- 1) Peraton will correct any material deviation of the Baseline Version of the Software from its technical documentation ("Error"). If Licensee determines during the Term the Baseline Version of the Software contains an Error, Licensee will inform Peraton in writing, in accordance with Peraton's reporting procedures, describing the alleged Error in sufficient detail to allow Peraton to recreate it. Peraton will respond by email or telephone after receiving the request, and will assist Licensee with respect to the Error. Peraton will correct any Error in the Baseline Version of the Software by either (at Peraton's sole election) providing corrected program code to Licensee or by correcting the Error in the next subsequent Release or Version of the Baseline Version of the Software. If Peraton determines that a suspected Error is attributable to a cause other than a material deviation of the Baseline Version of the Software from its technical documentation, then Licensee will pay for Peraton's work.
- 2) Peraton will provide support for the Baseline Version of the Software to Licensee's Primary Contact and Alternate Contact listed in the order form during the Maintenance Term Period of Performance.

- 3) Peraton will provide, at no charge to Licensee, any Upgrades to the Software that Peraton develops.
- 4) Peraton may provide, at no charge to Licensee, upgrades to Third Party Software that are integrated within the baseline software.
- 5) Peraton will provide and update technical documentation, release notes, and user manuals for the Baseline Version of the Software, as available.
- 6) Peraton will inform Licensee of any free upgrades that are made available to any third party software products that Licensee obtained from Peraton. Licensee and Peraton will jointly determine whether implementation of any such upgrade is necessary. Peraton will provide Licensee with installation instructions for any upgrade that Licensee and Peraton mutually determine should be implemented. Licensee acknowledges that, the Baseline Support Services do not include any support of, upgrades to or other services relating to any third party products that Licensee obtained from Peraton.

C. Out-of-Scope Services: The following Out-of-Scope Services are expressly excluded from the scope of the Baseline Support Services provided under this SWMA. If Peraton provides any Out-of-Scope Services at the request of Licensee, Licensee will pay Peraton for the Out-of-Scope Services. Out-of-Scope Services include, without limitation:

- 1) Identification and correction of problems other than Errors in the Baseline Version of the Software. This includes but is not limited to (a) installing, integrating or testing Upgrades; (b) performing support necessary due to changes in Licensee's environment; (c) data communications problem solving; (d) developing, supporting or maintaining custom software or application programs (custom systems development, if any, will be governed by a separate agreement between Peraton and Licensee); (e) assisting with interface problems or any assistance with respect to third party software which is not part of the Baseline Version of the Software; (f) integrating Licensee specific functionality into Upgrades to the Baseline Version of the Software; (g) performing support or assisting with problems arising with or related to Licensee's legacy systems;
 - 2) On-site support including support for day-to-day operations and training Licensee personnel in the use of the Software;
 - 3) Data entry and conversion including (a) providing assistance or guidance in documenting conversion procedures; (b) performing media or data conversion or conversion cleanup; (c) performing data entry of Licensee data, text or software;
 - 4) Support or maintenance generally attributable to network, system or database administration. This may include but not be limited to (a) performing backup or restoration of Licensee data; (b) tuning databases as required by production loads; (c) assisting with network and infrastructure related issues that negatively affect response times and that do not appear until significant production activity occurs on the system; (d) assisting with any problems arising with or related to Licensee's mainframe computer, underlying operating system or wide area network communications system.
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- D. Support Package: The Baseline Support Services for all licensed Software will be covered by the Maintenance Term Period of Performance in the Order Form as defined below.
- 1) The Support Package includes all of the services set forth above in Section B, and additionally:
 - 2) Email, Live Chat, Web and/or Telephone Support. Peraton will provide Customer technical email, live chat, web and/or telephone support for the Software during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding US Government holidays. Peraton's support technician shall only be obligated to respond to Customer's two designated contacts, which Customer may change from time to time by providing written notice to Peraton. Peraton shall use commercially reasonable efforts to respond to the request for support within four business hours of receiving the inquiry from Customer if received during the business hours noted above. If received out of these hours, Peraton will respond to the request for support on the next business day.
- E. Maintenance Support Request: Peraton maintains an incident tracking system to steward receipt of Maintenance Support requests and resolution of problems related to use of Software and to measure performance of Maintenance Support. Peraton will acknowledge all Maintenance Support requests via email or call according to the severity levels defined. Peraton will assign a tracking number and will provide such information to Customer in Peraton's acknowledgment. The Licensee (Technical and Alternate POCs) will provide all information and assistance needed by Peraton to recreate and resolve a problem. The Licensee will assign a severity level assessment to each service request based on the severity level criteria described below. If Peraton disagrees with the severity level assigned to a problem by the Licensee, the parties will mutually reassess the problem in good faith to agree on what severity level to assign a problem. Peraton will notify the Licensee when Peraton has completed resolution of a Maintenance Support request.
- 1) Severity Level 1. A problem has been identified that makes the continued use of one or more functions impossible (or severely restricted) on a critical system and prevents the Licensee from continued production or severely risks critical business operations. Problem may cause loss of data, restrict data availability, or cause significant financial impact to the Licensee.
 - 2) Severity Level 2. A problem has been identified that severely affects or restricts major functionality. The problem is time sensitive and important to long-term productivity but is not causing an immediate work stoppage. No workaround is available and operation can continue in a restricted fashion.
 - 3) Severity Level 3. (i) A minor problem that does not have major effect on business operations; or (ii) A major problem for which a Licensee acceptable workaround exists.
 - 4) Severity Level 4. A minor condition or documentation error that has no significant effect on the Licensee's operations or additional requests for new feature suggestions that are defined as new functionality in existing Software.

Standard Level Maintenance Response Times & Resolution Efforts

| Severity Level | Response Time | Resolution Effort |
|-------------------------|---|---|
| Severity Level 1 | Within four business hours of receipt of a service request on weekdays. Incident reports received during the weekends will be handled on Mondays. | Peraton to use best efforts (8 hours x 5days a week) to verify, diagnose, replicate, and successfully fix the problem as quickly as possible. Incident reports received during the weekends will be handled on Mondays. |
| Severity Level 2 | Within twenty-four hours of receipt of a service request of the day or time the service request is received, excluding weekends. | Peraton to use commercially reasonable efforts during Peraton's Business Day to verify, diagnose, replicate, and fix the problem as quickly as possible. |
| Severity Level 3 | Within two business days of receipt of a service request. | Peraton will use commercially reasonable efforts to verify, diagnose, replicate, and fix the problem within ninety days or within the next release of the Software, whichever comes later. |
| Severity Level 4 | Within five business days of receipt of a service request. | Peraton will notify the Licensee regarding Peraton's plans to correct a minor problem, to address requests for new features, or suggestions for upgraded Software. |

Maintenance Fees and Payment Terms

- A. Licensee will pay the Baseline Annual Maintenance Price set forth in the Order Form. The Baseline Annual Maintenance Price for each Term is payable in full, and must be paid by Licensee prior to the beginning of the applicable Term.
- B. If Licensee discontinues maintenance and then later elects to reinstate maintenance, Peraton may elect to reinstate maintenance retroactive to the time that maintenance last ended or was discontinued, at 100% of the then current Baseline Annual Maintenance Fee.
- C. Licensee will pay Peraton for any Out-of-Scope Services and any other services under this SWMA that are not within the scope of the Baseline Support Services. If Peraton's personnel travel to Licensee's place of business to perform Services pursuant to this SWMA, Licensee will pay Peraton for the travel time and other out-of-pocket expenses of Peraton's personnel.

Licensee Resources and Responsibilities

- A. Licensee will provide Peraton with log files, as requested, and with sufficient support and test time on Licensee's computer system to allow Peraton to duplicate any suspected Error, confirm the Error is in the Baseline Version of the Software, and determine that the Error has been corrected.
- B. Licensee will provide Peraton with thirty days' prior written notice of any modifications made by Licensee to the Software. Any technical support or maintenance attributable to such modifications will be deemed to be Out-of-Scope Services.

Term and Termination

- A. The term of this SWMA will commence on the effective date the maintenance set forth on the Order Form. The Maintenance Term Period of Performance is listed on the Order Form.
- B. Either party may terminate this SWMA upon fifteen days' prior written notice if the other has materially failed to

comply with any of the terms and conditions of this SWMA; provided, however, that if Licensee breaches its payment obligations, Peraton will have the right, without affecting any other rights and remedies Peraton may have, to terminate this SWMA immediately upon written notice to Licensee.

- C. Certain Services provided by Peraton under this SWMA is interrelated and not divisible. Accordingly, if Licensee discontinues or declines to receive any of the Services, Peraton may terminate this SWMA upon fifteen days' prior written notice to Licensee. If Licensee discontinues and then resumes any Services, Licensee will pay Peraton, in addition to the Maintenance Fee for the new Term commencing on the date the Services are resumed, the entire Maintenance Fee for the period Licensee was not receiving Services.
- D. If the License is terminated, this SWMA will automatically terminate without demand or notice on the effective date of the termination of the License.
- E. Licensee will not be entitled to any refund or other compensation if either party terminates this Agreement. If Peraton terminates this Agreement for cause, Licensee will continue to be obligated to pay in full all amounts that are due or become due under this SWMA. Termination of the SWMA will be in addition to and not in lieu of any equitable remedies available to Peraton.

General

- A. For one year after delivery of an order, or after termination of an SOW, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Licenses or Services or proposal for the Licenses or Services specified in the Order Form or SOW, without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination. A party shall not be in breach of this Non-solicitation of Employees Section if those responsible for the solicitation, hiring or retention of the other party's personnel were not aware of these restrictions. However, personnel of either party working on a proposal or order for any Licenses or Services under this Agreement shall be presumed to know of the restriction.
- B. Dates or times by which Peraton is required to make performance under this SWMA will be postponed automatically to the extent that Peraton is prevented from meeting them by causes beyond its reasonable control.

Complete and Exclusive

EACH PARTY ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OUTLINES IN THIS SWMA. THE PARTIES AGREE THIS SWMA, INCLUDING THE ORDER FORM AND ANY WRITTEN MODIFICATIONS MADE PURSUANT TO IT CONSTITUTES THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE TERMS OF THIS SWMA BETWEEN THE PARTIES, AND SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS PROPOSALS, ORAL OR WRITTEN, UNDERSTANDINGS, REPRESENTATIONS, CONDITIONS, WARRANTIES, COVENANTS, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SWMA.

THE PARTIES FURTHER AGREE THIS SWMA MAY NOT IN ANY WAY BE EXPLAINED OR SUPPLEMENTED BY A PRIOR OR EXISTING COURSE OF DEALING BETWEEN THE PARTIES, BY ANY USAGE OF TRADE OR CUSTOM, OR BY ANY PRIOR PERFORMANCE BETWEEN THE PARTIES PURSUANT TO THIS SWMA OR OTHERWISE.

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SOFTWARE MAINTENANCE AGREEMENT - ORDER FORM

| Licensee Information | |
|------------------------------|--|
| Name: | |
| Address: | |
| Business Contact | |
| Name: | |
| Office & Cell Phones: | |
| Email: | |
| Primary Technical Contact* | |
| Name: | |
| Office & Cell Phones: | |
| Email: | |
| Alternate Technical Contact* | |
| Name: | |
| Office & Cell Phones: | |
| Email: | |

* The Primary and Alternate Technical Contacts must be knowledgeable in the current Release of the Software, including without limitation Licensee's operating environment and use and error correction of the Software.

| Software Details | | | |
|---------------------------------|------------|----------|-------|
| Peraton Software Description | Unit Price | Quantity | Price |
| | \$ | | \$ |
| | \$ | | \$ |
| Peraton Subtotal | | | \$ |

| Software Details | | | |
|--|---|----------|-------|
| 3 rd Party Software Description | Unit Price | Quantity | Price |
| | \$ | | \$ |
| | \$ | | \$ |
| 3rd Party SW Subtotal | | | \$ |
| Total Maintenance Fee | | | \$ |
| Additional Details | | | |
| Delivery: | Peraton shall deliver the licensed Subject Matter electronically within thirty days of this Agreement's Effective Date. | | |
| Licensed Location: | | | |
| Type of User (Concurrent, Core-Based Server or Named): | | | |
| SWMA Effective Date: | | | |
| Maintenance Term Period of Performance: | | | |
| Notes (Optional): | | | |

The Parties have caused this Order Form to be signed by their duly authorized representatives on the day and year last written below:

Peraton

PERATON INC.

By: _____

Name: _____

Title: _____

Date: _____

Licensee

By: _____

Name: _____

Title: _____

Date: _____