

COMSPOC Corporation
COMSPOC Subscription Service Agreement
Cover Page

The attached documents describe the relationship between COMSPOC Corporation ("COMSPOC") and the customer identified below ("**Customer**") (each of COMSPOC and Customer, a "**Party**" and collectively the "**Parties**"). The documents attached to this cover page ("**Cover Page**") will consist of the document entitled Terms and Conditions and any schedules attached thereto, which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**").

This Agreement will become effective when this cover page is executed by authorized representatives of both Parties (the "**Effective Date**").

CUSTOMER INFORMATION:

Name/Customer: _____ Address: _____ _____ _____ Billing Contact: _____ Title: _____ Phone: _____ Fax: _____ Email Address: _____	Principal Contact Person: _____ Title: _____ Phone: _____ Fax: _____ Email Address: _____
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FOR INTERNAL COMSPOC USE ONLY:

Contract #: _____

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

Customer: _____
By (Signature): _____
Name (Printed): _____
Title: _____
Date: _____

COMSPOC Corporation
By (Signature): _____
Name (Printed): _____
Title: _____
Date: _____

COMSPOC Corporation
COMSPOC Subscription Service Agreement
Terms and Conditions

1. DEFINITIONS.

Certain capitalized terms, not otherwise defined above, have the meanings set forth or cross-referenced in this Section 1.

1.1 “Authorized end user (s)” includes the set of users, organization, or program for which the COMSPOC Services are made available.

1.2 “Confidential Information” means all written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been conspicuously marked or otherwise identified as confidential.

1.3 “COMSPOC” means COMSPOC Corporation, a Delaware corporation located at 224 Valley Creek Blvd., Suite 130, Exton, PA 19341.

1.4 “Customer” means an authorized end user(s) of the COMSPOC Services.

1.5 “COMSPOC Data” means the resultant products generated and/or delivered in connection with the COMSPOC Services, as set forth and described in the Ordering Document.

1.6 “Ordering Documents” means a sales quotation, purchase order and/or other contractual documents that identify the COMSPOC Services being ordered.

1.7 “COMSPOC IP” means the COMSPOC Services, including COMSPOC Data and any and all intellectual property provided to Customer in connection with providing the COMSPOC Services.

1.8 “COMSPOC Services” means the subscription services, as set forth and described in the Ordering Documents, under which COMSPOC Data is made available.

2. ACCESS AND USE.

2.1 Provision of Access. Subject to the terms and conditions contained in this Agreement and the applicable Ordering Documents, COMSPOC hereby grants to Customer a limited, non-exclusive, non-transferable, non-sub-licensable right and license to use the COMSPOC Services during the Term, as described in Section 9 of this Agreement.

2.2 Usage Restrictions. Customer will not (i) share, copy, disseminate, or duplicate any of the COMSPOC IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the COMSPOC IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the COMSPOC IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the COMSPOC IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of COMSPOC; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the COMSPOC IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the COMSPOC IP; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer’s rights under Sections 2.1 and 2.2. Customer will ensure that its use of any of the COMSPOC IP complies with all applicable laws, statutes, regulations or rules and will not use or compile any of the COMSPOC IP for the purpose of any illegal activities.

2.3 COMSPOC Data Distribution. Unless explicitly agreed in writing by COMSPOC, COMSPOC Data can only be distributed to the “Customer” (as defined in 1.4 of this Agreement).

2.4 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, COMSPOC and its licensors retain all right, title and interest in and to the COMSPOC IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that COMSPOC retains the right to use the

foregoing for any purpose in its sole discretion.

2.5 Service Suspension. Notwithstanding anything to the contrary in this Agreement, COMSPOC may temporarily suspend Customer's access to any portion or all of the COMSPOC IP if (i) COMSPOC reasonably determines that (a) there is a threat or attack on any of the COMSPOC IP; (b) Customer's use of the COMSPOC IP disrupts or poses a security risk to the COMSPOC IP or any other customer or vendor of COMSPOC; (c) Customer is using the COMSPOC IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (e) COMSPOC's provision of the COMSPOC IP to Customer is prohibited by applicable law; or (ii) any vendor of COMSPOC has suspended or terminated COMSPOC's access to or use of any third party services or products required to enable Customer to access the COMSPOC IP (each such suspension, in accordance with this Section 2.5, a "**Service Suspension**"). COMSPOC will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the COMSPOC IP following any Service Suspension. COMSPOC will use commercially reasonable efforts to resume providing access to the COMSPOC Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. COMSPOC will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of a Service Suspension.

2.6 Aggregated Statistics. Notwithstanding anything else in this Agreement or otherwise, COMSPOC may monitor Customer's use of the COMSPOC Services and use data and information related to such use, including to compile statistical and performance information related to the provision and operation of the COMSPOC Services ("**Aggregated Statistics**").

2.7 Customer provided data. Customer grants to COMSPOC a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the COMSPOC Services any Customer provided data provided by Customer relating to the COMSPOC Services.

2.8 Feedback. Customer grants to COMSPOC a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the COMSPOC Services any suggestions, enhancement requests, recommendations, correction or other feedback ("**Feedback**") provided by Customer relating to the COMSPOC Services. Customer agrees and understands that COMSPOC is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and Customer has no right to compel such use, display, reproduction, or distribution.

3. RESERVED

4. FEES AND EXPENSES.

4.1 Fees. In consideration for the rights granted to Customer and the performance of COMSPOC's obligations under this Agreement, Customer will pay COMSPOC the fees specified in the applicable Ordering Documents (the "**Fees**"). Except when there is a termination for convenience in accordance with Section 9.2, all Fees are non-cancellable and non-refundable, and are exclusive of any and all sales, use and other taxes. If there is a termination for convenience, the fees for the unused portion of the subscription service shall be refunded.

4.2 Taxes. Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on COMSPOC's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Customer will make all required payments to COMSPOC free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to COMSPOC will be Customer's sole responsibility, and Customer will, upon COMSPOC's request, provide COMSPOC with official receipts issued by the appropriate taxing authorities, or such other evidence as COMSPOC may reasonably request, to establish that such taxes have been paid.

5. TREATMENT OF CONFIDENTIAL INFORMATION.

5.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party may have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that any items identified and explicitly marked as Confidential Information by the disclosing Party or such third party, as applicable, will remain the sole property of the disclosing Party or such third party and will be protected in accordance with this Section 5 or, alternately, the parties may enter into a separate agreement regarding use and protection of such Confidential Information.

5.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, pursuant to Section 9.4, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Customer agrees that COMSPOC may collect Aggregated Statistics regarding Customer's use of the COMSPOC Services and provide such Aggregated Statistics to third parties. In no event shall COMSPOC provide to third parties specific data regarding the Customer.

5.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5.4 U.S. Government. If the U.S. Government is the Customer, then Confidential Information disclosed to the U.S. Government under this Agreement shall be handled in accordance with federal laws governing the handling of Confidential/Proprietary Information.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Mutual Representations. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms and (iii) that it will comply with any and all local, state and/or national laws, and/or regulations applicable to such Party, including those related to data privacy and the transmission of personal data.

6.2 Service Levels. COMSPOC represents that the COMSPOC Services will be provided at least to the minimum service levels as specified in Schedule A below when accessed and used in accordance with this Agreement.

6.3 Third Party Data. Customer acknowledges and agrees that the COMSPOC Services rely upon third party data.

7. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

7.1 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMSPOC IP, IS PROVIDED “AS IS” AND COMSPOC AND ITS LICENSORS AND SUPPLIERS/RESELLERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. COMSPOC, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS/RESELLERS, DOES NOT WARRANT THAT THE COMSPOC IP, PROVIDED BY COMSPOC WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION OF THE COMSPOC SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE PARTIES ACKNOWLEDGE AND AGREE THAT COMSPOC IS NOT OBLIGATED TO OBTAIN ANY REGULATORY APPROVALS THAT MAY BE NECESSARY UNDER THIS AGREEMENT.

7.2 Exclusions of Remedies; Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL COMSPOC OR ITS LICENSORS AND SUPPLIERS/RESELLERS BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF COMSPOC OR ITS LICENSORS AND SUPPLIERS/RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF COMSPOC OR ITS LICENSORS AND SUPPLIERS/RESELLERS TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO COMSPOC BY CUSTOMER UNDER SECTION 4.1 DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.3 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

8. INFRINGEMENT INDEMNIFICATION.

8.1 Indemnification of Customer. COMSPOC shall indemnify, defend and hold harmless Customer from and against any losses, liabilities, costs (including reasonable attorneys’ fees) or damages resulting from any claim by a third party that the use of the COMSPOC IP infringes on a U.S. patent, copyright or trademark provided that Customer promptly notifies COMSPOC in writing of the claim, cooperates with COMSPOC, and allows COMSPOC sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit COMSPOC, at its sole discretion, to enable it to continue to use the COMSPOC IP or, as applicable, or to modify or replace any such infringing material to make it non-infringing, or to obtain rights to continue use. If COMSPOC determines that none of these

alternatives is reasonably available, Customer shall, upon written request from COMSPOC, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 8.1 shall not apply to the extent that the alleged infringement arises from (i) modification of any of the COMSPOC IP by Customer, (ii) combination, operation or use of any of the COMSPOC IP with other software, hardware or technology not provided by COMSPOC, (iii) use of a superseded or altered release of any of the COMSPOC IP, if such infringement would have been avoided by the use of a then-current release of the COMSPOC IP, as applicable, and if such then-current release has been made available to Customer, (iv) any Customer content, (v) third party products or (vi) third party data (any of the foregoing circumstances under clauses (i), (ii), (iii), or (iv) a “*Customer Indemnity Responsibility*”). IN NO EVENT SHALL COMSPOC’S LIABILITY UNDER THIS SECTION 8.1 EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER TO COMSPOC FOR THE ALLEGEDLY INFRINGING COMSPOC IP. THIS SECTION STATES COMSPOC’S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

8.2 Customer’s Indemnity Obligations. Customer shall indemnify, hold harmless, and, at COMSPOC’s option, defend COMSPOC from and against any losses, liabilities, costs (including reasonable attorneys’ fees) or damages resulting from (i) Customer’s negligence or willful misconduct; (ii) Customer’s violation of any applicable law(s); (iii) Customer’s use of the COMSPOC IP in a manner not authorized or contemplated by this Agreement; or (iv) a Customer Indemnity Responsibility, provided that Customer will not settle any third-party claim against COMSPOC unless such settlement completely and forever releases COMSPOC from all liability with respect to such claim or unless COMSPOC consents to such settlement, and further provided that COMSPOC will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

8.3 U.S. Government. If the U.S. Government is the Customer, Section 8.2 does not apply to the U.S. Government.

9. TERM AND TERMINATION.

9.1 Term. The term of this Agreement will commence on the date the Ordering Documents are accepted, or later, if directed by Customer and agreed to in writing by COMSPOC, and continue for a period specified in the applicable Ordering Documents (“Term”), unless earlier terminated in accordance with this Section 9.

9.2 Termination for Convenience. Either Party may, at its option, terminate this Agreement at any time for its convenience and without cause by giving the other Party a sixty (60) day written notice of the termination effective date.

9.3 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party, including failure to meet technical Service Levels specified by COMSPOC in COMSPOC’s quotation. Such termination may be effected only through a written notice to the breaching Party specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30) day period.

9.4 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (iii) the other Party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party’s creditors.

9.5 Effect of Termination. Upon any termination of this Agreement, (i) Customer will immediately discontinue all access and use of the COMSPOC IP, and promptly pay all amounts due and payable to COMSPOC. In no event will termination relieve the Customer of its obligation to pay any fees payable to COMSPOC for the period prior to the effective date of termination.

9.5 Survival. The provisions of Sections 2.2, 2.3, 2.4, 5, 7, 8, 9.5, 9.6 and 10 will survive the termination of this Agreement.

10. MISCELLANEOUS.

10.1 Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

U.S. GOVERNMENT CUSTOMERS. THIS AGREEMENT TOGETHER WITH THE UNDERLYING GSA SCHEDULE CONTRACT AND GOVERNMENT PURCHASE ORDER CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING AND CONTRACT BETWEEN CUSTOMER AND COMSPOC AND SUPERSEDES ANY AND ALL PRIOR ORAL OR WRITTEN COMMUNICATIONS RELATING TO THE SUBJECT MATTER HEREOF.

10.2 Independent Contractors. In making and performing this Agreement, Customer and COMSPOC act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

10.3 Notices. All notices required by or relating to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) by overnight courier, upon written confirmation of receipt, (c) by certified or registered mail, with proof of delivery, (d) the second business day after sending by facsimile with confirmation of receipt, or (e) the day of sending email with confirmation of receipt. Notices to the Customer, shall be sent to the address set forth on the Cover Page, and if to COMSPOC, as follows:

COMSPOC Corporation
224 Valley Creek Boulevard, Suite 130
Exton, PA 19341 USA
Attention: Contracts Department

10.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

10.5 Assignment; Delegation. Neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. Notwithstanding the foregoing, COMSPOC may assign this Agreement, without consent, in connection with a merger, sale, transfer or other disposition of all or substantially all of its stock or assets.

10.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions

contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

10.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

10.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

10.10 Governing Law.

U.S. Customers: This Agreement, and any disputes arising out of or related hereto, will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law principles thereof or to the United Nations Convention of the International Sales of Goods.

Non-U.S. Based Customers: Any dispute arising out of or relating to this Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of arbitration will be English. The place of the arbitration shall be at an agreed upon location. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. Either Party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

U.S. Government Customers: This Agreement shall be governed and construed in accordance with United States Federal Law. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sales of Goods, the application of which is expressly excluded. Recourse against the United States for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

10.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

10.13 Export Compliance. Customer acknowledges and agrees that the COMSPOC Services provided under this Agreement may be subject to U.S. Export Control Regulations and Laws, including but not limited to the Export Administration Regulations (EAR) and as may be applicable, the International Traffic in Arms Regulations (ITAR), and may be subject to the import or export regulations of other countries. COMSPOC is required to strictly comply with all such laws and such compliance may potentially interrupt your COMSPOC Services from time to time. You agree to strictly comply with all such export and import laws and regulations and acknowledge Your responsibility to obtain licenses for export, re-export or import of the COMSPOC Services, as may be required. You acknowledge and agree to comply with U.S. anti-boycott laws and regulations, including but not limited to those regarding foreign boycott of Israel, as administered by the U.S. Internal Revenue Service (IRS) and the U.S. Department of Commerce, Office of

Anti-boycott Compliance (OAC). In the event that transfer of bank funds to COMSPOC results from this Agreement, all transactions shall be exclusively and directly between your bank and COMSPOC’s bank, and shall not be used for transactions in violation of U.S. law, including but not limited to laws administered by the U.S. Department of Treasury, Office of Foreign Asset Control (OFAC). This export and import control provision shall survive the expiration or termination of this Agreement.

10.14 Authorized Reseller. Analytical Graphics, Inc. (“AGI”) is an authorized reseller for COMSPOC. As such, AGI is authorized by COMSPOC to perform any of the duties and obligations specified under this Agreement.

10.15 U.S. Government Customers. The COMSPOC Services, including related technology and software, are “commercial items” as that term is defined at 48 C.F.R. 2.101 consisting of “commercial technical data” as such terms are used in 48 C.F.R. 12.211. Consistent with 48 C.F.R. 12.211 and 48 C.F.R. 227.7102-1 through 227.7102-4, all U.S. Government customers acquire the COMSPOC Services with only those rights set forth therein.

Schedule A

COMSPOC Service Levels: Customer Subscription

During the Subscription Term, COMSPOC shall use all reasonable commercial efforts to provide the minimum performance service levels set forth below.

#	Service	Description		Units	Goal	% of time
1						
2						
3						