

Master License Agreement

This Master License Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date") by and between _____, on behalf of itself and its Affiliates, ("Customer"), with its principal offices located at _____ and TechnoMile LLC on behalf of itself and any of its current or future subsidiaries, affiliates, successors or assigns ("Company"), with its offices located at 7900 Westpark Dr., Suite A200, McLean, VA, 22102 (each a "Party," collectively the "Parties").

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SOFTWARE SUBSCRIPTION.

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Table of Contents

1. [Definitions](#)
2. [License; Fees](#)
3. [Requirement for Encryption](#)
4. [Insurance](#)
5. [General Payment Terms](#)
6. [Warranties](#)
7. [Ownership of Intellectual Property](#)
8. [Indemnification](#)
9. [Disclaimer; Limitation of Liability](#)
10. [Term; Termination](#)
11. [Notices](#)
12. [Marketing & Use of Customers Name](#)
13. [Disclosures](#)
14. [Time is of the Essence](#)
15. [Force Majeure](#)
16. [Representations](#)
17. [Interpretation](#)
18. [Entire Agreement; No Assignment](#)
19. [Governing Law](#)
20. [Choice of Forum](#)
21. [Jury Waiver](#)
22. [Attorney's Fees and Costs](#)
23. [Severability](#)
24. [No Third-Party Beneficiaries](#)
25. [No Waiver; Cumulative Remedies](#)
26. [Execution in Counterparts; Electronic, Facsimile, or Email Signature](#)
27. [Opportunity to Consider and Confer](#)
28. [Further Assurances](#)
29. [Export and Compliance with Anti-Corruption Laws](#)

TECHNOMILE SOFTWARE LICENSE AND CUSTOMIZATION AGREEMENT

1. DEFINITIONS.

- 1.1. "Agreement" has the meaning attributed to it in the first unnumbered paragraph of this Agreement.

- 1.2. **“Business Day”** means any weekday that is not a legal public holiday as set forth in 5 U.S.C. 6103.
- 1.3. **“CGL”** has the meaning attributed to it in Section 4.1.
- 1.4. **“Customer”** has the meaning attributed to it in the first unnumbered paragraph of this Agreement.
- 1.5. **“Company”** has the meaning attributed to it in the first unnumbered paragraph of this Agreement.
- 1.6. **“Effective Date”** has the meaning attributed to it in the first unnumbered paragraph of this Agreement.
- 1.7. **“FCPA”** has the meaning attributed to it in [Section 29](#).
- 1.8. **“Initial Term”** has the meaning attributed to it in [Section 10.2](#).
- 1.9. **“Insolvent”** means that the sum of the debts and other probable Liabilities of Customer exceed the present fair saleable value of Customer's assets.
- 1.10. **“Liability” or “Liabilities”** means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes.
- 1.11. **“License Fees”** has the meaning attributed to it in [Section 2.5](#).
- 1.12. **“Notice”** has the meaning attributed to it in Section 11.1.
- 1.13. **“Party”, “Parties”** have the meaning attributed to it in the first unnumbered paragraph of this Agreement.
- 1.14. **“Per User Fee”** means the amount listed as the Per User License Fee on the first page of the SOW.
- 1.15. **“Proprietary Information”** has the meaning attributed to it in [Section 3.1](#).
- 1.16. **“Reasonable Efforts”** means, with respect to a given obligation, the efforts that a reasonable person in the promisor's position would use so as to perform that obligation as promptly as possible, except:
 - a) Taking any action that would, individually or in the aggregate, cause the promisor to incur costs, or suffer any other detriment, out of reasonable proportion to the benefits to the promisor under this Agreement;
 - b) Changing its business strategy;
 - c) Taking any action which would violate any applicable law, regulation, or order; or
 - d) Taking any action that would imperil the promisor's existence or solvency.
- 1.17. **“Renewal Term”** has the meaning attributed to it in [Section 10.2](#).
- 1.18. **“Software”** means any cloud-based add-on for Salesforce.com provided by TechnoMile.
- 1.19. **“Statement of Work” or “SOW”** shall mean Company's standard form for ordering services, which has been completed and executed by both Parties. Each SOW entered into hereunder shall be governed by the terms of this Agreement.
- 1.20. **“Term”** means the Initial Term plus all Renewal Terms.
- 1.21. **“Terminating Party”** has the meaning attributed to it in [Section 10.4](#).
- 1.22. **“Terminated Party”** has the meaning attributed to it in [Section 10.4](#).
- 1.23. **“UKBA”** has the meaning attributed to it in [Section 29](#).
- 1.24. **“User”** means an employee of Customer authorized by Customer to use the Software as set forth in [Section 2.3](#).
- 1.25. **“User Limit”** has the meaning attributed to it in [Section 2.3](#).

2. LICENSE; FEES.

- 2.1. During the Term, Company grants to Customer a license to access and use the Software on a per-named-user basis, as set forth herein.
- 2.2. On the Effective Date, Customer shall deliver to Company the name and Salesforce.com login credentials for each User and any other materials and information necessary to use the Software as permitted herein. Company will have access to Customer's account and/or Customer data in order to administer or configure the combined solution as an Admin User or by other means.
- 2.3. Customer shall not authorize more than the number of Users listed as the User Limit on the Statement of Work (such number of **“Users”**, the **“User Limit”**) to use Software. Customer shall use Reasonable Efforts to ensure that:
 - (a) Only Users use or access the Software;
 - (b) No User uses or accesses the Software for any purpose or in any way that is not expressly permitted by this Agreement;
 - (c) No User undertakes any action that, if committed by Customer, would constitute a violation or breach of this Agreement; and
- 2.4. Customer shall not:
 - (a) Reverse engineer, decompile, or disassemble the Software;
 - (b) Make any modification, adaptation, improvement, enhancement, translation, or derivative work to or from the Software;

- (c) Use or access the Software for any purpose, or in any way, that is unlawful;
- (d) Use or access the Software for any purpose, or in any way, that is not expressly permitted by this Agreement;
- (e) Use or access the Software in any way that interferes with any other person's use or access of the Software;
- (f) Use or access the Software, except during the Term of this Agreement or the purchase order.
- (g) Gain or attempt to gain unauthorized access to the Software, other accounts, or any Company computer system, server, or network; or
- (h) Use or access materials, information, or data through any means not intentionally made available by Company or its general public information.

2.5. Each year during the Term, Customer shall pay to Company license fees in the amount of the product of the Per-User Fee times the User Limit (the "**License Fees**"). The License Fees for the Initial Term must be delivered to Company within thirty (30) days after the Effective Date. The License Fees for any Renewal Term must be delivered to Company within thirty (30) days after the beginning of the Renewal Term.

2.6. Unless otherwise provided in the applicable Order Form or documentation:

- (a) Additional Users may be added during a Term at the same pricing as the underlying license pricing, prorated for the portion of that Term remaining at the time the licenses are added.
- (b) Any added Users will terminate on the same date as the underlying licenses.

2.7. On execution of this Agreement, and at Customer's sole discretion, Customer may purchase a Support Package for the licensed Software. Company will provide Client with Support as per the Support Package purchased in the applicable Order Form and as described in the Support Services Exhibit __. Support Services will commence on the Effective Date of the applicable Order Form.

3. **REQUIREMENT FOR ENCRYPTION.**

3.1. Company shall encrypt its personal computers, laptops and/or removable data storage media that contain Customer's Proprietary Information, as defined herein. Customer Proprietary Information is defined as any information:

- (a) about Customer or a Customer's customer,
- (b) that is obtained from Customer and
- (c) that the Company cannot verify and confirm as being in the public domain.

3.2. Customer Proprietary Information includes electronic information obtained from a Customer employee or any employee of its customers and notes typed by a Company employee on his/her personal computer or laptop during, or after a conversation with a Customer employee or any employee of its customers. Examples of Proprietary Information include but are not limited to:

- (a) Customer or its customer's intellectual property
- (b) Customer or its customer's business plans
- (c) Customer or its customer's operating plans
- (d) Customer or its customer's acquisition strategies
- (e) Customer or its customer's pricing data
- (f) Customer or its customer's financial data
- (g) Customer or its customer's business solutions
- (h) Customer or customer's concepts, designs, approaches, proposals and project plans
- (i) Personal data or personally identifiable information, from which one can identify individuals (whether employees of Customer, employees of Customer customers or other private individuals) including but not limited to home address, salary history, government issued identification number, performance ratings, medical information and date of birth.

3.3. Servers, personal computers, laptops and removable data storage media must be brought into compliance with this encryption requirement no later than 90 days from the Effective Date of this Agreement and remain compliant throughout the Term of this Agreement; however, servers may be exempt from this encryption requirement if they are located in a physically secured facility, behind a corporate fire wall and accessed using a strong password.

4. **INSURANCE.**

4.1. If Company's work hereunder involves operations by Company on Customer's premises or the premises of any of its customers or any place where Customer conducts operations, Company shall take all necessary precautions to prevent the occurrence of any injury or damage to persons or property during the progress of such work. Company shall indemnify Customer against all loss which may result in any way from any

act or omission of Company, its employees, servants, agents, or subcontractors at any tier. Further, Company shall maintain during the Term of this Agreement:

- (a) Workers Compensation insurance as prescribed by the law of the state or nation in which the work is performed;
- (b) Employer's liability insurance with limits of at least \$500,000 for each accident/employee;
- (c) Business automobile liability insurance if any owned, non-owned or hired motor vehicles are used in the performance of work, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each accident;
- (d) Commercial General Liability ("CGL") Insurance, including Blanket Contractual Liability and Broad Form Property Damage coverage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damages for each occurrence;
- (e) if the furnishing to Customer (by sale or otherwise) of products or materials is involved, CGL insurance shall include products liability and completed operations coverage in the amount of \$2,000,000 annual aggregate; and;
- (f) if the furnishing to Customer of professional services is involved, Errors and Omissions insurance in the amount of at least \$5,000,000 per claim with an annual aggregate of at least \$5,000,000 exclusive of legal defense costs.

4.2 All CGL and automobile liability insurance shall designate Customer and Customer's customer (as specified by Customer, if required by contract between Customer and its customer), and each of its officers, directors, and employees as additional insureds. All required insurance shall be primary and required to respond and pay prior to any other available coverage of Customer. Company agrees that Company, Company's insurer(s) and anyone claiming, by through, under or in Company's behalf shall have no claim, right of action or right of subrogation against Customer and/or its customers (if required by contract between Customer and its customer) based on any loss or liability insured against under the foregoing insurance. Company and Company's subcontractors shall furnish prior to the start of work, and at each renewal thereafter, certificates of the foregoing insurance including, if specifically requested by Customer, copies of the endorsements and insurance policies if Customer or Customer's customer is named in an action for which Customer or Customer's customer is also named as an additional insured. Company may require types and amounts of insurance from its subcontractors commensurate with the scope of services to be performed, at Company's discretion, but Company shall indemnify Customer to the fullest extent of loss. Customer shall be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policies.

4.3 The Company shall be responsible for the negligent actions or omission of its employees and agents and shall indemnify, defend, and hold Customer (and any of its customers) harmless from any damages, including injury, death or damage to property, or other liability caused by their respective employees or agents during the performance of the services contemplated hereunder. Company agrees to abide by all safety and security requirements established at Customer's facility.

5. GENERAL PAYMENT TERMS

5.1. Customer shall pay to Company all amounts due to Company in accordance with this Agreement, except as otherwise specified herein or in an Order Form or SOW,

- (a) fees are based on services and content subscriptions purchased and not actual usage,
- (b) payment obligations are non-cancelable and fees paid are non-refundable, and
- (c) quantities purchased cannot be decreased during the relevant subscription Term.

5.2. Customer will provide Company a valid purchase order or alternative document reasonably acceptable to Company. Company will invoice Customer in advance and otherwise in accordance with the relevant Order Form or SOW. Unless otherwise stated in the Order Form or SOW, invoiced charges are due net-30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.

5.3. Customer shall make each such payment to Company, in full and without setoff, when due. If payment due to Company is not made, in full, by thirty (30) days after receipt of the invoice, the unpaid amount will accrue interest at:

- (a) 1.5% per month;

Company may also condition future subscription renewals and Order Forms on payment terms shorter than those specified in [Section 5.2](#).

5.4. If any amount owed by Customer under this Agreement or any other agreement is thirty (30) or more days overdue, Company may, without limiting Companies other rights and remedies, accelerate Customer

unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Company services to Customer until such amounts are paid in full. Company will give Customer at least ten (10) days' prior written Notice (defined in Section 11.1) that Customers account is overdue, in accordance with Section 11 for billing notices, before suspending services to Customer.

5.5. Company will not exercise its rights under Section 5.3 or 5.4 above if Customer is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. All amounts due to Company are exclusive of applicable local, state, federal and international sales, value added, withholding and other taxes and duties of any kind. Customer shall pay such taxes and duties of any kind payable with respect to the Software furnished pursuant to this Agreement, except that Company shall be responsible for payment of taxes levied or imposed based upon Company's net income. Without limitation, Customer shall pay all applicable sales taxes unless it first claims a sales tax exemption by providing Company with an exemption certificate acceptable to the applicable authorities.

6. **WARRANTIES.**

6.1. Each Party warrants that it has the power and authority to enter into and perform this Agreement.

6.2. Customer warrants that:

- (a) It has the power and authority to enter into and perform this Agreement;
- (b) No action, claim, or charge has been filed against Customer, and no person has threatened to file any such action, claim, or charge, which may have any material adverse effect on the subject matter of this Agreement or on Customer's ability to perform its obligations under this Agreement;
- (c) Customer is not insolvent and will not be rendered insolvent by any of the transactions contemplated by this Agreement; and
- (d) With respect to this Agreement:
 - (1) Customer will be able to pay its Liabilities as they become due in the usual course of its business,
 - (2) Customer will not have unreasonably small capital with which to conduct its business,
 - (3) Customer will have assets (calculated at fair market value) that exceed its Liabilities, and
 - (4) taking into account all pending litigation and all threatened litigation known to Customer, final judgments against Customer in actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, Customer will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum probable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered) as well as all other obligations of Customer, the cash available to Customer, after taking into account all other anticipated uses of the cash, will be sufficient to pay all such debts and judgments promptly in accordance with their terms.

7. **OWNERSHIP OF INTELLECTUAL PROPERTY.**

7.1. Except as otherwise expressly set forth in this Agreement, Company retains all right, title and interest in the intellectual property which it owns as of the Effective Date and all proprietary rights inherent therein and appurtenant thereto. Without limiting the foregoing, except as expressly set forth herein, no rights or licenses to the Software are implied or granted to Customer.

7.2. As between Company and Customer, Company retains exclusive ownership of the Software in all forms (both object code and source code) and all copies and all portions thereof.

8. **INDEMNIFICATION.**

8.1. Customer shall defend, indemnify, and hold harmless Company, its officers, directors, members, employees, and agents, from and against any claims, actions or demands, including, without limitation, all reasonable attorney's fees and costs, made by any third party due to or resulting from:

- (a) Customer's use of any third-party software, hardware, or data product;
- (b) Customer's breach of this Agreement;
- (c) Any representation made by Customer in this Agreement;
- (d) Any breach of warranty by Customer in this Agreement;
- (e) Customer's negligence, gross negligence, or willful misconduct; or
- (f) Any federal, national, state, province, local and other tax or duty arising from the performance of either Party's obligations under this Agreement.

8.2. Company shall indemnify and defend Customer against any claims that the Company's product infringes upon a patent, copyright, trademark, service mark, trade secret, or other intellectual property right of any party. Company will pay all judgments awarded against Customer which are attributed to or arise out of any such claim and all costs, including attorneys' fees incurred by Customer, provided (i) Customer notifies

Company of such claim within five (5) Business Days, (ii) defense and settlement of such claim shall be under the control of Company and (iii) Customer cooperates with all reasonable request from Company (at Company's expense) to participate in any such claim. Company will not be liable for any claim of infringement based upon Customer's unauthorized modification or use of the Software.

- 8.3 If the Company's product or any part thereof becomes, or in Customer's opinion, is likely to become, the subject of a claim of infringement, the Company shall, at its own expense, procure for Customer the right to continue using the same or replace the product or modify the product to make the product non-infringing in a manner that does not impair the usefulness of the product to Customer for their intended purpose.

9. **DISCLAIMER; LIMITATION OF LIABILITY.**

9.1. THE SOFTWARE IS MADE AVAILABLE TO CUSTOMER "AS IS."

9.2. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO THE SOFTWARE.

9.3. COMPANY WILL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, REMOTE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

9.4. COMPANY WILL NOT BE LIABLE FOR ANY ACT OR OMISSION BY ANY OTHER PERSON ENGAGED, DIRECTLY OR INDIRECTLY, BY CUSTOMER. WITHOUT LIMITATION, COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES THAT RESULT, IN WHOLE OR IN PART, FROM CUSTOMER'S INSTALLATION OF SALESFORCE.COM SOFTWARE.

9.5. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY CLAIM:

- (a) THAT IS NOT PARTICULARLY DESCRIBED IN A NOTICE RECEIVED BY COMPANY NO MORE THAN 30 DAYS AFTER THE EVENT OR OCCURRENCE THAT GAVE RISE TO THE CLAIM; OR
- (b) UPON WHICH AN ACTION IS FILED MORE THAN ONE YEAR AFTER THE EVENT OR OCCURRENCE THAT GAVE RISE TO THE CLAIM.

9.6. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY'S ENTIRE LIABILITY FOR CLAIMS ARISING FROM OR UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID TO COMPANY BY CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE EVENT OR OCCURRENCE THAT GAVE RISE TO THE CLAIM.

9.7. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO:

- (a) INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS;
- (b) CONFIDENTIALITY AND OTHER RELATED OBLIGATIONS UNDER THIS AGREEMENT;
- (c) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT;
- (d) PERSONAL INJURY INCLUDING DEATH AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILLFUL, OR INTENTIONAL ACT OF EITHER PARTY;
- (e) FRAUD;
- (f) FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR THE RELEVANT PARTY TO EXCLUDE OR LIMIT OR ATTEMPT TO EXCLUDE OR LIMIT ITS LIABILITY; OR
- (g) BREACH OF LAW.

9.8. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL HAVE LIABILITY FOR LOST PROFITS, INCIDENTAL, OR SPECIAL DAMAGES EVEN IF IT HAS BEEN NOTIFIED OF SUCH.

10. **TERM; TERMINATION.**

10.1. This Agreement commences on the Effective Date it and continues until all subscriptions hereunder have expired or have been terminated (the "*Term*").

- 10.2. Unless otherwise terminated in accordance with the terms of this Agreement, the initial term of the subscription for the Software shall be as specified in the applicable Order Form or SOW (such period, the **“Initial Term”**). Thereafter, the subscription may renew for additional periods (each a **“Renewal Term”**), upon mutual written agreement between the Parties. Notice of non-renewal must be given at least 30 days before the end of the relevant subscription term. The per unit pricing during any Renewal Term may increase by up to 1.5% per year above the applicable pricing in the prior term. Renewal of any promotional, discounts, or one-time priced subscriptions will be at Company’s applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term’s per-unit pricing.
- 10.3. The Parties acknowledge and understand that a Customer’s access to a shared Org may be suspended or terminated due to a breach or expiration of this Agreement. Customer will be liable to Company for the fees remaining under the applicable Order or SOW, notwithstanding any such suspension or termination. In no case will any such termination or suspension give rise to any Liability of Company to Customer, including for a refund or damages.
- 10.4. The Parties may terminate this Agreement as follows in accordance with the terms of this Agreement:
- (a) By the Parties’ mutual written consent;
 - (b) By Company, immediately upon Notice to Customer, if Customer fails to pay any amount when due pursuant to this Agreement after Customer receives written Notice from Company of failure to pay and Customer fails to make payment within 30 Days of such Notice;
 - (c) By either Party (such Party, the **“Terminating Party”**), immediately upon Notice to the other Party (such Party, the **“Terminated Party”**), if:
 - (1) The Terminated Party commits a material breach of this Agreement (other than Customer's failure to pay any amount when due pursuant to this Agreement) which is not cured within ten (10) Business Days after Notice from the Terminating Party to the Terminated Party of the Breach;
 - (2) Any receiver, trustee, custodian, or similar official is appointed with respect to the Terminated Party or any of the Terminated Party's property or assets;
 - (3) The Terminated Party conveys any of its assets to a trustee, mortgagee, or liquidating agent;
 - (4) The Terminated Party assigns any of its assets for the benefit of creditors; or
 - (5) Any proceeding is commenced by or against the Terminated Party which arises under any law of any jurisdiction relating to bankruptcy, insolvency, arrangement, or the adjustment of indebtedness.
- 10.5. Customer may terminate this Agreement, or any part hereof, for cause in the event of any default by the Company or if the Company fails to comply with any contract terms and conditions, or fails to provide Customer, upon request, with adequate assurances of future performance. In the event of termination for cause, Customer shall not be liable to the Company, for any amount, for supplies or services not accepted, and the Company shall be liable to Customer for any and all rights and remedies provided by law. If it is determined that Customer improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- 10.6. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement are enforceable notwithstanding the termination or expiration of this Agreement. Without limitation, the rights, obligations, representations, and warranties contained in Sections 2.4, 5 through 8.3, and 11 through 29 will survive any termination or expiration of this Agreement.
11. **NOTICES.**
- 11.1. Each notice, demand, request, consent, approval, disapproval, designation, or other communication (each of the foregoing being referred to herein as a **“Notice”**) required or desired to be given or made under this Agreement must be in writing and will be deemed delivered when delivered in person, by electronic mail with confirmed receipt, or deposited with a national overnight courier service or deposited in the U.S. mail certified, return receipt requested, with postage prepaid and addressed to the Parties at the addresses of the Parties set forth on the first page of this Agreement or such other address as a Party may notify the other in writing in accordance with the terms hereof.
- 11.2. Notices may be executed by facsimile or electronic signature and executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- 11.3. Each Notice must be addressed and delivered as follows or can be provided through email on company letterhead
- (a) If to Company, to 7900 Westpark Dr., Suite A200, McLean, VA, 22102, or to such other address as Company may provide to Customer in writing; and
 - (b) If to Customer, at the address listed in the first unnumbered paragraph or at other address as Customer may provide to Company in writing.
- (c) If by electronic signature, to Company at **contracts@technomile.com** and to Customer at email address Customer will provide to Company.

Notices sent to Customer:

With a required copy to:

12. **MARKETING & USE OF CUSTOMER'S NAME.** During the Term of this Agreement a Party shall not make any media release or other public announcement relating to or referring directly to the specific details of this Agreement without the other Party's prior written consent. Both Parties shall acquire a written right to use the other Party's names, trade names, trademarks, and service marks, specifically for marketing, advertising, publicity, and other promotional purposes only. Both Parties agree to operate in good faith and that the publication of such information is not intended to be harmful to any business interests or to the public interest and will be in compliance with contemporary advertising and marketing standards. Each Party will provide the other with guidelines on the use of Party's logos. Compliance with this Section shall serve to relieve Party's from having to submit for prior approval.
13. **DISCLOSURES.** It is the policy of the Customer that Company disclosures required by legal, accounting or regulatory requirements shall be coordinated with and approved by Customer in writing prior to the release thereof.
14. **TIME IS OF THE ESSENCE.** Time is of the essence in each Party's performance of all obligations under this Agreement.
15. **FORCE MAJEURE.** Any Party that is unable to perform any obligation hereunder due to an event beyond its reasonable control will be excused from such performance to the extent and for the duration of such event; provided, however, that the affected Party provides prompt Notice to the other Party of the occurrence and effect of such event and makes Reasonable Efforts to overcome the adverse effects of the event and resume the performance of its affected obligations as soon as possible.
16. **REPRESENTATIONS.** Each Party acknowledges and represents that this Agreement is executed without reliance upon any agreement, promise, statement or representation by or on behalf of any Party, except as set forth in this Agreement, and each Party acknowledges that no other Party nor any agent or attorney of such Party has made any promises, representations or warranties whatsoever, whether expressed or implied, which are not contained in this Agreement, concerning the matters set forth in this Agreement. Each Party represents that the execution and delivery of this Agreement constitutes a legal, valid and binding obligation of such Party.
17. **INTERPRETATION.** The headings preceding the text of Sections included in this Agreement are for convenience only and shall not be deemed to be part of this Agreement or be given any effect in interpreting this Agreement.
18. **ENTIRE AGREEMENT; NO ASSIGNMENT.** This Agreement contains the entire understanding and agreement between the Parties as to its subject matter and must not be modified, amended, or assigned except upon express written consent of both Parties, which shall not be unreasonably withheld or delayed. Any attempted modification, amendment, or assignment in violation of this Section 18 is void. In the event of an inconsistency or conflict between this Agreement and any purchase order or any supplemental terms, this Agreement shall have precedence and prevail.
19. **GOVERNING LAW.** This Agreement is governed and must be construed by the laws of the Commonwealth of Virginia without regard to its conflict of law's provisions.
20. **CHOICE OF FORUM.** Any Party commencing against the other Party any legal proceeding (including without limitation, any tort claim) arising out of, relating to, or concerning this Agreement shall bring that proceeding in the state courts sitting in Fairfax, Virginia or the United States District Court for the Eastern District of Virginia in Alexandria, Virginia. Each Party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding and waives any claim that any legal proceeding (including, without limitation, any tort claim) brought in accordance with this Section 20 has been brought in an inconvenient forum or that the venue of that proceeding is improper.
21. **JURY WAIVER.** The Parties hereby acknowledge that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues, accordingly Parties intentionally waive any right to request a jury trial in any action arising out of, relating to, or concerning this Agreement.

22. **ATTORNEY'S FEES AND COSTS.** Should any Party breach this Agreement, or any warranty contained therein, the non-breaching Party shall be entitled to an award of its costs and reasonable attorneys' fees to the extent permitted by applicable law and to seek injunctive or other relief from a court of competent jurisdiction based upon the terms of the Agreement in any case in which it is the substantially prevailing party.
23. **SEVERABILITY.** If any provision of this Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Agreement will continue unabated and in full force and effect.
24. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is not intended to confer upon any person other than the Parties listed, any rights or remedies whatsoever.
25. **NO WAIVER; CUMULATIVE REMEDIES.** No delay on the part of either Party or failure by that Party to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any power, right or remedy or any abandonment or discontinuance of steps to enforce such right, power, or remedy preclude other or further exercises thereof, or the exercise of any other power, right or remedy. The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies (including, without limitation, the right of specific performance) which either Party would otherwise have.
26. **EXECUTION IN COUNTERPARTS; ELECTRONIC, FACSIMILE OR EMAIL SIGNATURE.** This Agreement may be executed in counterparts, all of which taken together constitute one and the same Agreement. This Agreement may be executed by electronic, facsimile, or email signature and any such signature will be deemed an original.
27. **OPPORTUNITY TO CONSIDER AND CONFER.** The Parties acknowledge that each Party has had the opportunity to read, study, consider and deliberate upon this Agreement, and has had the opportunity to consult with counsel, and that all Parties fully understand and are in complete agreement with all of the terms of this Agreement. Each Party shall bear its own costs with respect to the preparation, revision, and execution of this Agreement.
28. **FURTHER ASSURANCES.** Customer shall cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
29. **EXPORT AND COMPLIANCE WITH ANTI-CORRUPTION LAWS**
- 1 **Anti-Corruption Laws.** Customer understands and agrees to comply with the U.S. Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act of 2010 ("UKBA") and with any other laws, if applicable, relating to anti-corruption or bribery or kickbacks to either governmental or private sector actors, or to anti-boycott or regulations. Customer, its employees, representatives or agents will not, either directly or through an intermediary, offer, promise, pay, or authorize the payment of, any money or other thing of value to any government or public international organization official or employee, candidate for office, political party official, or political party, in connection with any matter or agreement that is the subject of this contract or with Company's business.
 - 2 **CTIPs Compliance.** Customer shall adhere to and is in full compliance with the prohibition against human trafficking as defined in FAR clause 52.222-50 (Combatting Trafficking in Persons). Prohibited conduct as defined therein includes but is not limited to: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, slavery, or for sex trafficking.
 - 3 **Export.** The services, Software, other technology made available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. Government denied-party list. Customer shall not permit Users to access or use any service or content in a U.S. embargoed country or in violation of any U.S. export law or regulation.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

TechnoMile LLC
7900 Westpark Dr., Suite A200
McLean, VA 22102

By: _____

Name: _____

Title: _____

Date: _____

“Customer”

By: _____

Name: _____

Title: _____

Date: _____