

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (#1307) is entered into this 15th day of April, by and between [redacted] and Itlize Global, LLC ("Consultant"), residing at 242 Old New Brunswick Road, Suite #250, Piscataway, NJ 08854 phone number 732-481-0094.

MSC provides scientific and technical consulting services to clients. The object of this Agreement is to obtain professional services in support of [redacted]

HHSN276201200354U. Services of Consultant shall be ordered as needed in accordance with the Ordering Procedures contained herein. The Primary MSC POC for ordering will be [redacted]

THEREFORE, IN CONSIDERATION of the payments and premises set forth below and other valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties mutually agree that Consultant shall render such consulting services to MSC upon the following terms and conditions:

1. **Ordering Procedures.** MSC shall order all services hereunder by the issuance of a Consultant Task Order (CTO) in the general format and form as shown in Attachment A hereto. Any modification to the effort, including increases or decreases payments authorized or work products required, or termination shall be made by modifications to the CTO.
2. **Consultant Invoicing and Compensation.**
 - a. MSC will pay the Consultant for work that is authorized under each CTO, and at rates specified therein. Consultant will provide an invoice at the time of the Deliverables specified in the CTO.
 - b. MSC agrees to pay the Consultant no more than thirty (30) days after submission of a properly executed and approved invoice and properly recorded hours in MSC's timekeeping system, as required. Unless authorized in advance, MSC is not obligated to reimburse Consultant for travel or miscellaneous expenses.
 - c. Consultant's services under this Agreement will be ordered as set forth in item 1 above. In the event MSC receives direction by its client to incorporate changes in the scope of work or period of performance authorized by CTOs issued hereunder, MSC reserves the right to amend, revise, or terminate such CTOs issued hereunder that have not been completed. Any such change is effective when given to the Consultant either in writing or by an authorized MSC representative. When given verbally, MSC shall confirm in writing as soon as possible. However, at the time of verbal notification all work under an active CTO shall cease.
3. **Independent Contractor.** It is understood and agreed that Consultant, in the performance of this Agreement and services ordered hereunder, is acting as an independent contractor and not as an employee, agent, officer or representative of MSC. Consultant acknowledges that he or she shall not be deemed for any purposes to be an employee of MSC. Consultant further acknowledges that he or she is not entitled to any employment rights or benefits from MSC. MSC shall not be responsible to Consultant or any governing body for any payroll related taxes in connection with the performances of the services. Consultant acknowledges that he or she will pay (and indemnify MSC from any obligation to pay) all such taxes and any insurance coverage as required by federal or state law including workman's compensation insurance.
4. **No Agency.** Nothing contained herein shall constitute a partnership or joint venture, nor make either party the agent or representative of the other. Neither party has authority to bind the other or incur any liabilities on behalf of the other, nor to direct the employees of the other.

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5. Confidentiality and Non-Disclosure.

- (a) All information that MSC provides to Consultant is proprietary and confidential ("Confidential Information"). Consultant must 1) maintain the confidentiality of the Confidential Information; 2) not use the Confidential Information for any purpose other than to enable Consultant to perform under this Agreement; 3) not disclose the Confidential Information to any third party without obtaining MSC's prior written permission (unless required by law and then only after Consultant gives prior written notice to MSC); 4) notify MSC immediately if Consultant becomes aware of any unauthorized disclosure of Confidential Information; and 5) return to MSC all Confidential Information, including all copies, when MSC requests and on Agreement termination. Nothing in this Agreement transfers to Consultant any ownership in the Confidential Information.
- (b) Confidential Information does not include information that Consultant can show 1) Consultant knew before MSC disclosed that information to Consultant; 2) is in the public domain through no breach of this Agreement or other wrongful act; 3) Consultant received from a third party without a breach of any confidentiality obligation; 4) Consultant developed independently from and without reference to the Confidential Information; or 5) MSC approved for release.
- (c) As unauthorized use or disclosure of the Confidential Information would cause MSC irreparable injury, MSC may seek injunctive relief and other legal remedies against any unauthorized use or disclosure of the Confidential Information.
- (d) This Section 5 survives Agreement termination.

6. Intellectual Property.

- (a) MSC owns all MSC trademarks, service marks, trade names, patents, trade secrets, copyrights and related intellectual properties that MSC may provide to Consultant under this Agreement (collectively "MSC Properties"). Nothing in this Agreement transfers to Consultant any ownership in the MSC Properties.
- (b) MSC will own all Deliverables and work product that 1) Consultant conceives of, develops, prepares or delivers under this Agreement; and 2) MSC and Consultant jointly conceive of, develop or prepare under this Agreement (collectively, "Work Product"). Consultant will immediately assign and transfer to MSC all title and interest in and to all Work Product and, if MSC requests, will execute documents to confirm Consultant's assignment and transfer.
- (c) Work Product does not include items that Consultant can show 1) Consultant developed, purchased or licensed before Consultant started performing under this Agreement; or 2) Consultant developed for Consultant's other clients, independently from this Agreement, during the Agreement term (collectively "Consultant's Materials"). Consultant's Materials will remain Consultant's property during and after the Term. Consultant grants to MSC a perpetual, non-exclusive, non-transferable, royalty-free license to use Consultant's Materials to the extent that Consultant's Materials are incorporated into any Work Product or Consultant service provided under this Agreement.
- (d) Consultant will, at MSC's request and cost, assist and cooperate with MSC to procure, register, maintain and enforce rights related to the MSC Properties and Work Product.
- (e) This Section 6 survives Agreement termination.

7. Indemnification.

Each party agrees to indemnify and hold the other party harmless from and against any and all liabilities, losses, judgments, awards and costs (including, but not limited to attorneys' fees) arising out of or related to any claim that a Deliverable resulting solely from that party's actions infringes any patent, copyright or other intellectual property right (including, but not limited to trade secrets) of any party. Each party shall defend, at its own cost and expense, all suits or proceedings arising out of the foregoing from their infringement of another party's rights. Each party shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing.

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8. **No Interference with Employees or Contractors.** Commencing with the execution of this Agreement and throughout the term of any business relationship entered into by the parties hereto, whether oral or written, and for the period of one (1) year following the termination of any such business relationship, both parties shall not, directly or indirectly, hire or contract with the other party's employees or independent contractors. Both parties recognize the difficulty and uncertainty of demonstrating the amount of damages that would result in the event of a breach of this provision, therefore both parties agree that an equitable measure of such damage is the greater of (1) the most recent monthly gross billing rate at which any such person is billed to a client, or (2) the most recent monthly rate of salary or other compensation paid to such person.
9. **Notification of Third Parties.** Consultant acknowledges and agrees that MSC may notify any future or prospective employer of the Consultant, or any other appropriate third party, of the existence of this Agreement.
10. **Notices.** Except as otherwise specified in this Agreement, all notices or other communications hereunder shall be in writing and deemed to have been duly given when received by either Consultant or MSC when delivered in person, or by electronic means that provide for acknowledgement and authentication, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as shown below. In instances where due to unique circumstances the work effort by Consultant must be immediately curtailed, a verbal stop work order given by the MSC Project manager or higher shall be honored and confirmed in writing as soon as practicable.

If to MSC



If to Consultant

Itlize Global, LLC
242 Old New Brunswick Road, Suite 250
Piscataway, NJ 08854
Attn: Mitesh Chheda
contracts@itlize.com
732-481-0094

11. **No Restrictions on Parties.** Each of the parties hereto represents and warrants to the other that it has full right, power and authority to enter into this Agreement and that it is not subject to any consulting agreement, employment contract or similar arrangement which would restrict its ability to enter into this Agreement or perform the services required to be performed hereunder.
12. **Term of Agreement and Termination.** The term of this Agreement shall begin on the date above first written and continue in full force and effect unless terminated by one of the parties in accordance with the conditions set forth in this section 12. Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Such termination shall be effective thirty (30) days following receipt of such notice. However, any provision to the contrary notwithstanding, all obligations of confidentiality and the terms of paragraphs 4 through 7 shall survive any such termination and shall remain in effect for the time periods identified in said sections. MSC agrees to pay Consultant for all completed services as ordered under the Ordering Procedures contained herein. Stopping work on any or all orders placed hereunder shall not in itself constitute termination of this Agreement. Consultant shall turn over to MSC all materials produced in connection with work ordered in CTOs issued hereunder at the time that a CTO is completed or terminated. Notwithstanding any other provision of this section 12 this Agreement shall automatically terminate if no orders are placed against it for a period of 2 years after the commencement date.
13. **Independent Enforceability; Rights and Remedies.**
 - (a) The invalidity or unenforceability of any provision (or portion thereof) contained in this Agreement shall in no way affect the validity or enforceability of any other provision (or portion thereof), each provision being independent of the others and severably enforceable, and the parties hereto

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agree that the covenants and agreements contained in this Agreement shall survive the termination of this Agreement.

- (b) If either party fails (or if there is a threat of failure) to comply with any covenants or agreements contained in this Agreement, then in addition to any other remedy provided for at law or in equity, the enforcing party shall be entitled to injunctive and other equitable relief including, but not limited to the specific performance of the terms and conditions of this Agreement, and the right and remedy to require the breaching party to account for and pay all compensation, profits, monies, accruals, increments or other benefits (collectively "Benefits") derived or received as the result of any transactions constituting a breach of any of the provisions of this Agreement, and that party hereby agrees to account for and pay over such Benefits to the enforcing party. In addition, the breaching party shall be fully responsible for all costs of the enforcement of this Agreement including attorneys' fees and expenses incurred by the enforcing party. The remedies hereunder shall be cumulative and not alternative; the election of one remedy for a breach shall not preclude pursuit of other remedies.

14. **Jurisdiction.** The laws of the State of Maryland shall govern all questions relating to the execution, interpretation and performance of this Agreement, and the parties consent to the Courts of Maryland having sole jurisdiction of all controversies that may arise under this Agreement.

15. **Entire Agreement; No Waiver.** This Agreement and the Exhibits hereto constitute the entire agreement between the parties concerning the subject matter hereof, superseding all prior negotiations and discussions. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, intending to be legally bound, MSC and Consultant have executed or caused this Agreement to be executed under Seal by their duly authorized representatives on the date first written above.

CONSULTANT

By: _____

By: _____

Mitesh Chheda

Date: _____

Date: _____

Attachment A

CONSULTANT TASK ORDER

Sample

| | | | | |
|---|--------------------------------|------------------------------|--|-----------------------------------|
| 1. CONSULTANT AGREEMENT NUMBER: | 2. CONSULTANT TASK ORDER | 3. MODIFICATION NUMBER | 4. EFFECTIVE DATE | 5. MSC INTERNAL REFERENCE |
| | | | | |
| 6. PERIOD OF PERFORMANCE | | | 7. PAYMENT | 8. INVOICE/PAYMENT SCHEDULE |
| | | | | |
| 9. NAME & ADDRESS OF CONSULTANT: | | | 10. BUYER: | |
| | | | <div style="border: 2px solid red; width: 300px; height: 80px; margin: 0 auto;"></div> | |
| | | | | |
| 11. DESCRIPTION OF WORK EFFORT & DELIVERABLES: | | | | |
| | | | | |
| 12. This Consultant Task Order or Modification thereto is issued pursuant to the Agreement shown in item # 1 above. | | | | |
| NOTE: The Consultant is required to sign and return one (1) copy to the address listed in item 10. | | | 13A. | |
| | | | <div style="border: 2px solid red; width: 300px; height: 20px; margin: 0 auto;"></div> | |
| 12A. SIGNATURE OF CONSULTANT | | | | |
| 12B. NAME AND TITLE | | | 13B. NAME AND TITLE | |
| | | | | |
| 12C. DATE: | | | 13C. DATE : | |
| | | | | |