

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), effective as of March 29, 2016, is between Orbis Operations, LLC, a Delaware limited liability company ("Sublandlord"), and Cybis LLC, a Delaware limited liability company ("Subtenant").

1. The Demised Premises. Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord, One Thousand Nine Hundred (1,900) rentable square feet of floor area located in the building at 6849 Old Dominion Drive, Mclean, VA 22101 and which is hereby designated as a portion of Suite 370 outlined on and attached hereto as Exhibit A (the "Demised Premises") for a term (the "Term") to commence on the Commencement Date, which shall be \_\_\_\_\_, 2016 and to end on the earlier of (i) December 8, 2018 or (ii) the date that the Lease (as that term is defined below) terminates (the "Expiration Date"). Additional terms applicable to the Demised Premises are as follows: (i) Subtenant shall not install a door between the Demised Premises and the Sublandlord's premises, (ii) each of the Sublandlord's employees and guests and the Subtenant's employees and guests shall have the right to use the other's hallway for access to and egress from their respective premises and to otherwise exercise their rights in this paragraph, (iii) each of Sublandlord and Subtenant shall have the right to use the other's conference room provided that it is not otherwise in use, (iv) Sublandlord shall have the right to use and to access at any time the server room, (v) Subtenant shall have the right to use and access at any time the kitchen, and (vi) Sublandlord shall have the right to use Office 10 at all times. Further, during the term of this Sublease, Subtenant shall have the right to use Sublandlord's phone system, copier/printer/scanner, office supplies, kitchen supplies and IT network (the "Office Services").

2. Lease.

(a) It is understood that Sublandlord is a sublandlord and grants this Sublease under and by virtue of its rights under the Deed of Lease, dated September 16, 2010, between Sublandlord, as Tenant thereunder, and JBG/Old Dominion Office, L.L.C., as Landlord thereunder ("Landlord") as amended by that certain First Amendment to Deed of Lease dated September 26, 2013 (the Lease and all amendments thereto are collectively referred to herein as the "Lease"), and this Sublease is subordinate and subject to said Lease. A copy of said Lease and all amendments thereto are attached hereto as Exhibit B and the provisions thereof, unless excluded in the next sentence hereof, are incorporated herein by reference, and made a part hereof, with references in the Lease to "Landlord" deemed made to Sublandlord and references to "Tenant" deemed made to Subtenant. Notwithstanding anything herein to the contrary, Subtenant agrees to be bound by all obligations and responsibilities of Sublandlord as Tenant under the Lease.

(b) During the term of this Sublease, Sublandlord shall promptly deliver to Subtenant copies of any and all notices of default of any kind or nature delivered to or received from Landlord, and Sublandlord shall not voluntarily amend or voluntarily terminate the Lease without the prior written consent of Subtenant, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Sublandlord hereby warrants and represents to Subtenant as follows:

(i) The Lease is in full force and effect and neither the Landlord nor Sublandlord has received any notice of default thereunder from the other which remains uncured as of the date hereof;

(ii) The copy of the Lease attached hereto is a true and complete copy of the Lease and all amendments thereto; and

(iii) The current Term of the Lease expires on December 8, 2018 unless earlier terminated as set forth therein.

(d) Sublandlord agrees that during the term of this Sublease Sublandlord shall not voluntarily cause the termination of the Lease without first providing thirty (30) days' notice to Subtenant. If the Lease terminates or is terminated for any reason whatsoever, then this Sublease shall terminate simultaneously therewith. If the termination of the Lease is not caused by a default of the Sublandlord or Subtenant under this Sublease, then the termination of this Sublease shall be without liability between Sublandlord and Subtenant, except such liability theretofore accruing; however, if Subtenant is in default, the default provisions hereof shall control as to Subtenant's liability and if Sublandlord is in default, Subtenant shall be entitled to recover all damages incurred by Subtenant by reason of such default (except for consequential damages, which are hereby expressly excluded).

### 3. Rent.

(a) The basic rent (the "Basic Rent") due hereunder from Subtenant to Sublandlord in the manner provided below shall be 47.3% of the Base Rent and Additional Rent (as those terms are defined in the Lease) payable from time to time by Sublandlord under the Lease, including as increased by the Base Rent Annual Escalation Percentage (as that term is defined in the Lease) or otherwise, payable monthly in advance on or before the first of every month throughout the Term. In the event the Term of the Sublease starts other than on the first day of a month, the rent for such partial month shall be prorated and calculated at a daily rate.

(b) Subtenant shall also pay to Sublandlord 47.3% of all other expenses, fees and charges payable by Sublandlord under the Lease, including but not limited to Operating Expenses and Real Estate Tax Expenses (as those terms are defined in the Lease) said payments being due and payable by Subtenant hereunder to Sublandlord by not later than two (2) days prior to the date, from time to time, that

such payments are due from Sublandlord to Landlord as provided in the Lease. In addition, Subtenant shall pay Sublandlord, on the date set forth in the foregoing sentence, the sum of Two Hundred Dollars (\$200) each month for the Office Services.

(c) All rent and other payments due and payable by Subtenant under this Sublease shall be made payable to Orbis Operations, LLC and shall be delivered to 6849 Old Dominion Drive, Suite 370, Mclean, VA 22101 or to such other place as Sublandlord may designate by written notice to Subtenant. All such rent shall be payable without notice, demand, deduction, counterclaim or offset. Notwithstanding any provision of this Sublease Agreement, Sublandlord shall continue to pay to Landlord all rent as and when due under the Lease (including, without limitation, for the Demised Premises under this Sublease).

(d) If Subtenant fails to pay rent hereunder within five (5) days after such rent becomes due and payable, Subtenant shall pay to Sublandlord a late charge of five percent (5%) of the amount of such overdue rent. In addition, any such late rent payment shall bear interest from the date such rent became due and payable to the date of payment thereof by Subtenant at the rate of five percent (5%) per annum.

4. Nature of Occupancy. Subtenant shall use and occupy the Demised Premises solely as office space for cyber security consulting (and not for any other purposes) and at all times consistent with the terms of the Lease and its Rules and Regulations. Subtenant has inspected and shall accept the Demised Premises "as is" in their state and physical condition on the date on which Subtenant takes possession of the Demised Premises.

5. Default, Remedies and Indemnification of Sublandlord.

(a) If Subtenant defaults in the performance of any of the covenants, conditions or agreements contained in this Sublease or the Lease and fails to cure the same within three (3) days written notice from Sublandlord for monetary defaults and within ten (10) days after written notice for non-monetary defaults (unless such non-monetary default is incapable of being cured within ten (10) days, in which event Subtenant shall have a reasonable period of time if it diligently commences and proceeds to cure the same but not to exceed twenty (20) days, inclusive of the original 10 days), Sublandlord shall be entitled to invoke against Subtenant the remedies which are available to Landlord under the Lease. If Subtenant breaches any of the terms and conditions of the Lease that relate to the Demised Premises, then Landlord shall have all remedies against Subtenant available to Tenant hereunder. Further, anything to the contrary notwithstanding, Subtenant shall indemnify and hold harmless Sublandlord from and against any and all losses, claims, damages, liabilities, actions, costs and expenses (including reasonable attorneys' fees) arising out of any occurrence on the Demised

Premises, unless caused by the intentional acts or negligence of Sublandlord, its agents or employees. This indemnification shall survive termination of this Sublease.

(b) Subtenant hereby expressly waives any notice to quit or vacate which may be otherwise required by law.

(c) NOTWITHSTANDING ANYTHING IN THE SUBLEASE TO THE CONTRARY, IN NO EVENT SHALL EITHER SUBLANDLORD OR SUBTENANT BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THIS CLAUSE SHALL NOT PREVENT THE SUBLANDLORD FROM ADVANCING A CLAIM FOR LOST PROFITS OR LOST RENTS, COMPRISING FINANCIAL DAMAGES IN THIS SUBLEASE ARISING FROM A DEFAULT OF THE SUBTENANT.

6. Improvements. Subtenant shall not make any improvements, alterations or installations to the Demised Premises without Sublandlord's and Landlord's prior written consent.

7. Services.

(a) Where services, repairs or rights are to be provided by Landlord under the terms of the Lease, Subtenant agrees to look solely to Sublandlord (and shall have no right against Landlord) for the performance of such services, repairs or rights. It is understood that Sublandlord will not provide and does not guarantee the performance of any such services, repairs or rights; provided, nevertheless, that in the event of any default or failure of performance by Landlord, Sublandlord agrees, upon notice from Subtenant, to make demand upon Landlord to perform its obligations under the Lease and to enforce Sublandlord's rights under the Lease. Subtenant shall arrange for and pay for its own utilities to the extent they are not provided by Landlord.

(b) Notwithstanding anything contained in this Sublease to the contrary, there shall be no obligation on the part of Subtenant to comply with any governmental law, ordinance or regulation which may require structural alterations, changes, repairs or additions, all of which required structural alterations, changes, repairs or additions shall be the obligation of Sublandlord unless otherwise provided in the Lease or unless made necessary by the acts or omissions of Subtenant or Subtenant's particular use of the Demised Premises, in which event Subtenant shall comply at its expense.

8. Notices. Notices required or permitted hereunder shall conform to Article 31 of the Lease, except as to the identities and addresses of the parties, which shall be as follows:

Sublandlord: Orbis Operations, LLC  
6849 Old Dominion Drive, Suite

370  
Mclean, VA 22101  
Attention: CFO

Subtenant: Cybis LLC  
6849 Old Dominion Drive, Suite  
370  
Mclean, VA 22101  
Attention: Lee Black

A copy of all notices sent by Sublandlord or Subtenant shall also be sent to Landlord at the following address:

JBG/Old Dominion Office, L.L.C.  
c/o JBG Commercial Asset Management, L.L.C.  
4445 Willard Avenue  
Suite 400  
Chevy Chase, MD 20815  
Attention: Executive Vice President -  
Commercial Asset Management

With copy to:

Greenstein, DeLorme & Luchs, P.C.  
1620 L Street, N.W.  
Washington, DC 20036  
Attention: Jared S. Greenstein

9. Insurance.

(a) Subtenant shall obtain and at all times during the Term hereof maintain, at its sole cost and expense, policies of insurance covering its fixtures, property and equipment installed and located in the Demised Premises, in such amounts as set forth in the Lease.

(b) Subtenant shall provide and keep in force during the Term of this Sublease with a company or companies approved by Sublandlord a comprehensive general liability insurance policy as set forth in the Lease.

(c) All policies of insurance as aforesaid shall name Sublandlord, Landlord, Landlord's management agent, and Landlord's mortgagee(s) as additional insureds, as their interests may appear.

(d) The Sublandlord and Subtenant, for themselves and their respective insurers, each waive all claims of losses and all rights of subrogation against the other party hereto, to the extent coverable by any required insurance to be obtained pursuant to this Sublease or the Lease, irrespective of whether such insurance is actually obtained.

10. Subordination. This Sublease is subject and subordinate to the Lease, to all ground and underlying leases, and to all mortgages and deeds of trust which may now or hereafter affect such leases, the leasehold estate or estates thereby created or the real property of which the Demised Premises form a part, and to any and all renewals, modifications, amendments, consolidations, replacements and extensions thereof, provided that the Sublandlord agrees not to effect any modification or amendment of the Lease which adversely affects the rights of the Subtenant hereunder without the written consent of the Subtenant in each case (which consent shall not be unreasonably withheld, conditioned or delayed).

11. Assignment and Further Subleases. The Subtenant agrees that it will not encumber, or permit to be encumbered, its right or interests under this Sublease, nor sublet the whole or any part of the Demised Premises, without the prior written consent of the Sublandlord and Landlord in each case, which consent may be granted or denied in Sublandlord's and Landlord's respective sole and absolute discretion. Sublandlord or Subtenant may assign their respective rights and interests in this sublease only upon (i) the written consent of the other party, which such consent shall not be unreasonably withheld, conditioned, or delayed, and (ii) the prior written consent of Landlord, in its sole and absolute discretion. No such consent from Subtenant or Sublandlord is required in the event of a change of ownership or control of the respective requesting party, but Landlord's consent shall still be required, in its sole and absolute discretion.

12. Surrender. Upon the date this Sublease shall expire or be earlier terminated, the Subtenant shall quit and surrender to the Sublandlord the Demised Premises and remove all of its furniture, furnishings, personal property, and all computer cabling and wiring installed by or on behalf of Tenant (irrespective of whether such cabling and wiring constitutes Tenant's Personal Property, as such term "Tenant's Personal Property" is defined in the Lease, and at Tenant's expense, using a contractor approved in advance by Landlord in writing), and equipment in order to leave the Demised Premises broom clean and in as good order and condition as they were on the date the Term of this Sublease commenced, ordinary wear excepted. Subtenant's obligation to perform and observe this covenant shall survive the expiration or other termination of the Term of this Sublease. If the last day of this Sublease shall fall on a Sunday, this Sublease shall expire on the last business day preceding such last day. The obligations of the Subtenant as herein provided shall survive the termination of this Sublease.

13. Brokers. Sublandlord and Subtenant warrant and represent to each other and to Landlord that no broker brought about this transaction or dealt with Sublandlord or Subtenant in connection herewith. The Landlord shall have no responsibility to pay any commission for this transaction, and, in consideration for Landlord's granting its consent to this Sublease, Sublandlord and Subtenant

indemnify and hold harmless Landlord against and from any claim for brokerage commissions or other fees and all costs, expenses and liabilities in connection with this Sublease, including, without limitation, reasonable attorneys' fees and expenses, arising out of any dealings Sublandlord or Subtenant had with any broker, finder or other person.

14. General Provisions.

(a) Benefit and Burden. The covenants, conditions, agreements, terms and provisions herein contained shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective personal representatives, successors, heirs, executors, administrators and assigns.

(b) Governing Law. It is the intention of the parties hereto that this Sublease (and the terms and provisions hereof) shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

(c) Entire Agreement. This Sublease contains all of the covenants, agreements, terms, provisions, conditions, warranties and understandings comprising the final and entire agreement between the parties hereto, and they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. No waiver or modification of any covenant, agreement, term provision or condition shall be deemed to have been made unless expressed in writing and signed by both parties.

(d) Sublease and Lease. With respect to the relationship between Sublandlord and Subtenant, the terms and conditions of this Sublease shall take precedence with respect to any conflict between the terms and conditions contained herein and the terms and conditions of the Lease. Nothing herein shall be construed in any way to affect the rights and obligations of the Sublandlord and Landlord under the Lease.

(e) Captions. The captions throughout this Sublease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Sublease, nor in any way affect this Sublease.

(f) Singular and Plural. Wherever appropriate herein, the singular includes the plural and the plural includes the singular.

(g) Counterpart. This Sublease may be executed in several counterparts, but all counterparts shall constitute but one and the same instrument.

(h) Waiver of Jury Trial. Sublandlord and Subtenant hereby waive trial by jury in any action, proceeding or counterclaim with respect to any matter whatsoever arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Subtenant hereunder or Subtenant's use or occupancy of the Demised Premises.

(i) Effectiveness. This Sublease shall be effective upon (A) obtaining the written consent of Sublandlord and Landlord, or its duly authorized agent(s), and (B) payment by Sublandlord or Subtenant to Landlord of an administrative fee in the amount of One Thousand Five Hundred Dollars (\$1,500), plus reasonable attorney's fees incurred by Landlord, in connection with this Sublease and the transaction evidenced hereby, and it is hereby acknowledged by Sublandlord and Subtenant that Landlord's consent to this Sublease shall not make Landlord a party to this agreement, shall not create any contractual liability or duty on Landlord's part, and shall not in any manner increase, decrease or otherwise affect the rights and obligations under the Lease.

(j) Hazardous Materials.

(A) The Sublandlord assumes and acknowledges all risks and liability for any environmental contamination which may have existed on the Demised Premises as of the date of occupancy of the Demised Premises by the Subtenant or as are determined by a competent authority at a later date to have originated prior to the Subtenant's first day of occupancy including the term preceding the term created by this sublease and hereby indemnifies and saves the Subtenant completely harmless from the same, including legal fees.

(B) The Subtenant represents covenants and warrants to the Sublandlord that it shall not allow any hazardous substances to be introduced to the Demised Premises without the prior written consent of the Sublandlord, which consent may be arbitrarily or unreasonably withheld.

(C) The Sublandlord and Subtenant shall mutually indemnify and save harmless the other party hereto and its respective successors and assigns from and against any and all losses, liabilities, damages, costs and expenses to the extent caused by the indemnifying party's breach of this Article (j) Hazardous Materials.

[Signatures appear on the following page.]



IN WITNESS WHEREOF, Sublandlord and Subtenant have each executed this Sublease as of the day and year first hereinabove written.

WITNESS/ATTEST:

SUBLANDLORD:

ORBIS OPERATIONS, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESS/ATTEST:

SUBTENANT:

CYBIS LLC, a Delaware limited  
liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

This Sublease between Orbis Operations, LLC, as Sublandlord, and Cybis LLC, as Subtenant, is consented to by Landlord upon the terms acknowledged by Sublandlord and Subtenant.

LANDLORD:

JBG/Old Dominion Office, LLC, a  
Delaware limited liability company

By: JBG/Company Manager III,  
L.L.C., a Delaware limited  
liability company, its  
Managing Member

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Steve Bonacci**

**Authorized Signatory**

EXHIBIT A  
OUTLINE OF DEMISED PREMISES

[INSERT PLAN]

EXHIBIT B

COPY OF THE LEASE