DigitalEdge™ License and Support Agreement

This License and Services Agreement, including any attachments or addenda provided by Leidos, Inc. ("Leidos") with this Agreement (this "Agreement"), is entered into by and between Leidos and Customer, effective as of the Effective Date printed on the attached Order Form ("Order Form"). This Agreement describes the terms and conditions pursuant to which Leidos shall sell to Customer certain Equipment, license to Customer certain Software (as defined below) and, only if subscribed, provide support to Customer.

BY DOING ANY OF THE FOLLOWING, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THE AGREEMENT AND AGREES TO BE LEGALLY BOUND BY IT AND RATIFIES ANY PREVIOUS ADOPTIONS OF THIS AGREEMENT: (1) clicking "I Accept" or otherwise electronically or physically signing or manifesting assent to this Agreement; (2) paying for, downloading, installing, exploiting, or otherwise using the Software or accepting any benefit of it after having reviewed or having had an opportunity to review this Agreement; (3) ordering the Software and Equipment, causing it to be ordered, or having an agent order it on your behalf after having received a copy of this Agreement; or (4) by receiving a copy of this Agreement with delivery of or contained in the Software and failing to return the Software and Equipment for a refund within thirty (30) days to Leidos in the event Customer does not agree with the terms of this Agreement. Each officer or agent of Customer manifesting Customer's consent to this Agreement personally represents and warrants that he or she has been duly authorized to legally bind Customer to this Agreement. In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. DEFINITIONS.

1.1 "Customer" shall mean the one (1) governmental entity or agency, corporation, partnership, limited liability company, association, joint venture, public corporation, or any other legal or commercial entity or individual that is identified on the Order Form. Where any of the individuals or entities listed on the Order Form acts as agent for another entity or is a contractor purchasing on behalf of the U.S. government, the "Customer" shall be the agent's principal or the government customer only.

1.2 "CPU" shall mean a processor upon which the Software or a component thereof is installed and/or running. When counting a multi-core processor for the purposes of determining the number of licenses required, the first through twelfth core shall count as one CPU, and each additional twelve cores or fraction thereof shall count as an additional CPU.

1.3 "Documentation" means any instructions contained in, delivered with or made available to licensees under this Agreement to assist their exploitation of the Software in both electronic, non-electronic or any other form. "Documentation" includes without limitation copies made pursuant to this Agreement.

1.4 "Effective Date" means the date shown on the Order Form as the date Leidos made the Software available to Customer.

1.5 "Equipment" means the server onto which the Software is installed by Leidos and delivered to Customer if the software is delivered on a server, as well as all other computer hardware which Leidos may deliver to Customer under this Agreement. Such hardware will include both that delivered to satisfy the initial order as well as any replacement or add-on material subsequently provided.

1.6 "Proprietary Information" means this Agreement and all its Attachments (if any), any addenda hereto, all Software (including without limitation all Upgrades), Documentation, and any, if any, of the following: information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information, all as supplied to Customer by Leidos, including all items defined as confidential or proprietary information in any other agreement between Customer and Leidos whether executed prior to or after the date of this Agreement.

1.7 "Service(s)" means any technical support, education, hosted/outsourcing services, or any other services performed by Leidos employees or its agents in relation to this Agreement.

1.8 **"Software"** means a copy of the DigitalEdge software program(s) made available pursuant to this Agreement, and copies authorized hereunder, and any Updates (if any), except as otherwise provided in a written record governing use of the Update. Notwithstanding the prior sentence, if this Agreement references both the Software and Updates, the reference to the "Software" will mean the version as of the Effective Date and "Update(s)" will refer to subsequently delivered Update(s) as set forth below.

1.9 **"Update"** means one or more releases regarding the Software subsequent to the Effective Date which generally will be identified by a numeral to the right of the decimal point in the Software version number (*e.g.*, the first Update (if any) for Version 1.0 would be Version 1.1). Such releases may be determined by Leidos in its sole discretion, are delivered only if and when available, and are delivered only to qualified Customers who subscribe to Maintenance and Technical Support. Updates shall not include Upgrades or any new versions of the Software (*e.g.*, if a new version "2.0" is released, this Agreement will cover any such new version only if specified in the Maintenance and Technical Support subscription) or any releases, enhancements, functionality or items for which Leidos licenses or charges separately.

1.10 **"Upgrade"** means new versions of the Software or improvements in the capability and functionality of it that Leidos determines in its sole discretion to provide as a new version and not as an Update. Such version numbers may appear to the left of the decimal point (*e.g.*, if software ceased being updated at "1.5," and a new version "2.0" were issued, "2.0" would be 2 the version (left of decimal) and the first update would be labeled "2.1" (right of decimal)).

1.11 **Other Terms**. Terms defined within a specific Section shall be given that meaning throughout the Agreement.

2. SCOPE OF LICENSE; TERMS OF SALE; DELIVERY.

2.1 License. Upon Leidos' acceptance of Customer's order, Leidos shall grant to Customer a nonexclusive, non-assignable and nontransferable, royalty free, perpetual (unless otherwise specified in the Order Form and subject to termination as set forth below), limited right to use solely for Customer's internal business purposes and subject to the terms and conditions of this Agreement, including the Order Form and the Software Documentation, the Software on one CPU and receive any Services ordered. Each additional CPU requires an additional license. The Documentation shall be delivered with the Software. Upon payment for Services, Leidos shall grant to Customer a nonexclusive, non-assignable and nontransferable, royalty free, perpetual (unless otherwise specified in the Order Form and subject to termination as set forth below), limited right to use solely for Customer's internal business purposes and subject to the terms and conditions of this Agreement, including the Order Form and any accompanying Documentation, anything developed by Leidos and delivered to Customer under this Agreement.

2.2 Independent Orders. Services provided under this Agreement may relate to Software and Equipment acquired under a separate Order. The Agreement referenced in that Order shall govern the use of such Software. Any Services acquired from Leidos may be acquired separately from Software licenses, and such Software licenses may be acquired without acquiring any Services.

2.3 Documentation. For the duration of this Agreement, Leidos shall grant to Customer a nonexclusive, non-assignable and nontransferable limited right to use the Documentation solely in connection with using the licensed Software and subject to the terms and conditions of this Agreement. Customer may make copies and mark-up the Documentation as reasonably needed to support its authorized use of the Software, so long as Customer does not remove or obscure any copyright or other restrictive marking placed on the Documentation by Leidos.

2.4 Delivery. Upon payment pursuant to Section 5 of this Agreement, Leidos shall promptly provide a notice to Customer, and this notice will include a copy of this Agreement, a copy of the Documentation, and a copy of the Software in the form specified in the Order Form.

2.5 Transferability. Customer may copy and install the Software on as many workstations as are needed for Customer's licensed use of the software, subject to the Restrictions in Section 3 and provided that the total number of CPUs contained in those workstations does not exceed the number of licenses purchased.

2.6 Reservation of Rights & Title. This Software is licensed, not sold. The license set out in Section 2.1 transfers to Customer neither title to nor any proprietary or intellectual property rights in or to the Software, Documentation, or Proprietary Information delivered under this agreement, or developed and delivered resulting from services under this agreement, including without limitation any copyrights, patents or trademarks embodied or used in connection therewith. Ownership of all Software, Documentation, Proprietary Information and derivative or improvements to such Software, Documentation or Proprietary Information, and all intellectual property rights embodied therein, both delivered under this agreement and developed and delivered resulting from services under this agreement, is retained by Leidos (or its licensors). The parties agree that Leidos reserves all rights not expressly granted in this Agreement. The Software is protected by U.S. copyright and other intellectual property laws and under international treaty provisions.

2.7 Additional Licenses. If additional licenses are desired by Customer, they may be purchased from Leidos for the then-current list price at the time the request by Customer for additional licenses is received. Leidos reserves the right to refuse to provide additional licenses for any reason. If Customer has not received Maintenance and Technical Support at any time prior to requesting additional licenses, Leidos reserves the right to require Customer to pay the fees required to reinstate Maintenance and Customer Support as set forth in Section 4.5 and/or fees required to license released Upgrades in order to bring the Software to the then-current version prior to obtaining additional licenses.

3. LICENSE RESTRICTIONS.

3.1 Restrictions. Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

(a) Remove, alter, cover, or obscure in any way any legal notices or markings of proprietary rights of Leidos or any other party placed on or embedded in the Software or Documentation. Customer shall reproduce all titles, trademark symbols, copyright symbols and legends and other proprietary or restrictive markings or legends on all copies of the Software, Documentation, Proprietary Information or modifications or improvements thereto made by or for Customer.

(b) Sell, market, rent, lease, license, sublicense, lend, assign, timeshare, give away, or otherwise transfer, encumber, distribute, provide, disclose, divulge, permit use of or make available to any third party any Software, Documentation and Proprietary Information provided hereunder, including without limitation intellectual property rights embodied therein.

(c) Reverse engineer, unencrypt, tamper with, decompile, or disassemble, in whole or in part, or otherwise attempt to or allow a third party to derive or discover the source code for the Software (except to the extent such access is expressly permitted by applicable statutory law).

(d) Write or develop any hardware or derivative software or any other software program based upon the Software, Documentation or any Proprietary Information, or use any information derived from the Software, Documentation or Proprietary Information or derived from evaluating the Software, Documentation or Proprietary Information to create or cause to be created any other software program or hardware performing substantially the same function(s) as the Software, Documentation or Proprietary Information or functioning in substantially the same manner as the Software, Documentation or Proprietary Information.

(e) Modify, create derivatives, adapt, alter, translate, reproduce (except as expressly permitted in Section 3.2), remarket, resell, retransmit, rebroadcast, or redistribute copies of the Software, Documentation, Proprietary Information, in whole or in part, or derivatives or improvements thereto.

(f) Disclose results of any benchmark tests on Software without Leidos' prior written consent.

3.2 Copies. Customer may make sufficient copies of the Software for its licensed use, and one (1) copy for archival or backup purposes. Customer may make as many exact copies of the Documentation as needed to support its licensed use of the Software. Except for the training modifications allowed in Section 2.3, Customer may not modify the Documentation.

4. MAINTENANCE AND TECHNICAL SUPPORT.

4.1 Definition. "Maintenance and Technical Support" means:
(a) Provision by Leidos of Updates for the Supported Software and Update Documentation (if any), but not Upgrades or Upgrade Documentation (if any) unless Leidos in its sole discretion makes available such Upgrades. Customer acknowledges and agrees that unless otherwise stated in an Update, the Update may disable or replace previous versions of the Software, and Customer may not be able to use the previous version (in full or in part) after installation of the Update. Replacement or disablement may cause loss of access or data, so with respect to each Update and requested instance of Maintenance and Technical Support, Customer agrees to protect its data, systems and any (if any) allowed customizations;

(b) E-mail assistance and telephone assistance at such times as Leidos in its sole discretion provides a telephone number, all during Leidos' standard hours of service with respect to the Supported Software; and

(c) Such other services as Leidos may determine in its discretion from time to time to add to Maintenance and Technical Support, including services for which Leidos may charge a fee not listed in the Initial Order, but which Customer must pay to obtain the additional service.

4.2 Scope. The assistance provided through technical support Services will include endeavoring to (i) answer questions about or clarify functions and features of the Software or Documentation; and (ii) analyze perceived problems with the Software as reported by Customer and attempting to solve or correct them by e-mail or telephone. This support shall be limited to questions and problems relating to the Software and Documentation only. In no case will Leidos be responsible for answering questions or correcting problems relating to the installation of Software, or to hardware or third party software utilized to operate the Software, or to any modifications Customer has made to the Software. Even if Customer has installed all applicable Updates, Leidos does not guarantee that it can answer or resolve the reported problem or question or that the solution suggested will work as expected. The technical support policies in this agreement are subject to change at Leidos' discretion; however, Leidos policy changes will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid.

4.3 Operations. Leidos' standard hours of service are Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time, except for holidays as observed by Leidos. Maintenance and Technical Support will be provided only with respect to versions of the Software then being supported by Leidos. Leidos is usually able to provide an initial response to a request within one (1) business day of receipt of such request so long as the request is submitted during Leidos' standard hours of service on an eligible service day, but Leidos may take a substantially longer time period to respond to some requests.

4.4 Duration and Payments.
(a) Upon acceptance of Customer's Order for Maintenance and Technical Support, Customer will be entitled to receive from Leidos or its agents, Maintenance and Technical Support commencing on the Effective Date and continuing for twelve (12) months thereafter. If no fee is itemized for Maintenance and Technical Support in the Order Form or if Customer fails to pay the applicable fee, this Agreement will not include any Maintenance and Technical Support unless Customer separately subscribes to such Maintenance and Technical Support. For so long as Leidos offers, Customer may annually renew Maintenance and Technical Support by paying the fee in the amount then due for the year in question. Unless the Initial Order sets a number of years for which the fee amount stated therein may be paid, Customer agrees to pay the fee then charged by Leidos for Maintenance and Technical Support. All fees are fully earned upon receipt and will not be refunded if this Agreement is cancelled or terminated during any year.

(b) Leidos may determine (in its sole discretion) from time to time when it will end or phase out the life of all or part of Software and will make available a schedule of the likely date for such "end of life." No Maintenance and Technical Support will be provided under this Agreement after the scheduled end-of-life date.

4.5 Reinstatement of Maintenance and Technical Support.
(a) Customer need not subscribe for Maintenance and Technical Support. However, if Customer does not initially subscribe but later desires to subscribe, or Customer subscribes and then lets the subscription lapse (such as by not paying an annual fee), then Leidos will have no obligation to provide Maintenance and Technical Support. If Customer nevertheless desires Maintenance and Technical Support for any year ("Desired Year"), it may contract for Maintenance and Technical Support by (i) paying all fees that would have been due had Customer subscribed on the Effective Date and paid annually thereafter to the commencement of the Desired Year, (ii) paying the fee due for Desired Year; and (iii) installing such previous Updates as are required to "catch up" Customer's system to the version of the Software then being supported by Leidos.

(b) If Customer terminates Maintenance and Technical Support, Customer license to use the Software and Updates received up to the point of the termination shall survive, subject to the terms and conditions of this Agreement.

5. LICENSE FEE.

5.1 Software License Fee. In consideration of (among other consideration) the license granted pursuant to Section 2.1, Customer agrees to pay Leidos the license fees for Software and service and license fees for Maintenance and Technical Support (if Customer so elects) as set forth and itemized in the Order Form. All fees specified on the Order Form are due and payable in full and fully earned upon the Effective Date.

5.2 Maintenance and Technical Support Fee. The fees for Maintenance and Technical Support at annual renewal may be updated by Leidos from time-to-time in Leidos' sole discretion, unless otherwise agreed to and set out in writing, and Customer must pay such annual renewal fees at Leidos' then-current list price before Leidos shall be obligated to provide Maintenance and Technical Support. If Customer has elected to pre-pay the Maintenance and Technical Support annual fees for multiple years, then Customer is not required to pay any increases in amounts charged by Leidos to other customers for such Maintenance and Technical Support during the prepaid multi-year period; however, upon expiration of the pre-paid multi year period, Customer must thereafter pay for any Maintenance and Technical Support at Leidos' then-current list price.

5.3 Taxes. All charges and fees provided for in this Agreement are exclusive of and do not include any taxes, duties, or similar charges imposed by any government. Customer agrees to pay or reimburse Leidos for all federal, state, foreign, dominion, provincial, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of Leidos). All fees and payment shall be in U.S. dollars.

6. LIMITED WARRANTY AND LIMITATION OF LIABILITY.

6.1 Limited Warranty. Leidos warrants to Customer for a period of ninety (90) days following the Effective Date that, as then delivered, the Software will operate substantially in accordance with the material specifications set forth in the Documentation. Customer must notify Leidos of any warranty deficiency within ninety (90) days of the Effective Date. This warranty does not cover Updates, modifications, improvements or misuse of the Software, or problems or errors relating to Software installation. Customer shall provide notice of all alleged defects in the Software to Leidos immediately upon their discovery. LEIDOS DOES NOT WARRANT THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT LEIDOS WILL CORRECT ALL SOFTWARE ERRORS. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY LAW, WITH REGARD TO THE SOFTWARE.

6.2 NO OTHER WARRANTIES, CONDITIONS OR DUTIES. THE LIMITED WARRANTY IN SECTION 6.1 IS EXCLUSIVE, AND LEIDOS MAKES AND UNDERTAKES NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR DUTIES REGARDING OR RELATING TO THE SOFTWARE, UPDATES, DOCUMENTATION, MAINTENANCE AND TECHNICAL SUPPORT, PROPRIETARY INFORMATION OR ANY OTHER INFORMATION, ITEMS, GOODS OR SERVICES FURNISHED OR PROVIDED UNDER THIS

AGREEMENT WHETHER EXPRESS, IMPLIED OR STATUTORY. To the maximum extent permitted by law, Leidos disclaims all other warranties, whether express or implied, oral or written, with respect to the Software, including, without limitation, merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment, accuracy, or interference, and all warranties arising from any course of dealing or usage of trade.

EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, THE SOFTWARE, DOCUMENTATION, AND MAINTENANCE AND TECHNICAL SUPPORT **ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OR CONDITION OF ANY KIND**, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, EFFORT AND SYSTEM INTEGRATION IS WITH CUSTOMER.

6.3 DAMAGE EXCLUSION; ALLOCATION OF RISK. IN NO EVENT WILL LEIDOS BE LIABLE FOR ANY LOSS OF PROFITS OR PRIVACY, LOSS OF USE, BUSINESS INTERRUPTION OR OPPORTUNITIES, LOSS OR DISCLOSURE OF DATA OR INFORMATION OR IMPAIRMENT OF THE SECURITY OF SAME, COST OF COVER, OR PUNITIVE, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF ANY OF THE SOFTWARE OR SERVICES DELIVERED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) NEGLIGENCE AND STRICT LIABILITY, EVEN IF LEIDOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, LEIDOS WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING ANY OF THE LEIDOS PERFORMANCES.

6.4 Statute of Limitations. No action arising out of or related to this Agreement may be brought by Customer more than one (1) year after the cause of action has accrued, except that an action for non-payment will be limited only by the statute of limitations for the Commonwealth of Virginia. A cause of action will be deemed to have accrued on the earlier of (a) when Customer knew or should have known of the breach or claimed breach, or (b) the date applicable law deemed the cause of action to accrue.

6.5 EXCLUSIVE REMEDY; LIMITATION OF LIABILITY. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR BREACH BY LEIDOS OF THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO BREACH OF THE LIMITED WARRANTY), AND LEIDOS' ENTIRE LIABILITY SHALL BE:

(a) To repair or replace the alleged defect at Leidos' time and expense, including (without limitation) by: issuing a patch, release or other code; by replacing, supplementing or correcting alleged misstatements or omissions in Documentation; or by substituting or amending a Maintenance and Technical Support performance; or

(b) If the breach cannot be substantially corrected in a commercially reasonable manner, to pay to Customer: (1) FOR BREACH OF THE LIMITED WARRANTY, THE FEE PAID BY CUSTOMER TO LEIDOS FOR THE SOFTWARE BREACHING THE LIMITED WARRANTY AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES; OR (2) FOR ANY LEIDOS SERVICE, THE AMOUNT PAID BY CUSTOMER TO LEIDOS FOR THE LEIDOS PERFORMANCE IN THE YEAR DAMAGE FIRST OCCURS. Payment shall be due from LEIDOS upon return by Customer of the Software or other performance (where return is possible) or destruction of same.

7. PROPRIETARY INFORMATION. Customer acknowledges that the Proprietary Information constitutes valuable trade secrets and Customer agrees that it shall use Proprietary Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without Leidos' prior written consent. Customer agrees to exercise due care in protecting the Proprietary Information from unauthorized use and disclosure. Leidos acknowledges that it may come into possession of Customer's information clearly identified as confidential at the time of disclosure. Leidos shall disclose Customer's confidential information only as necessary to perform obligations under this Agreement, and shall employ reasonable efforts to hold such information in confidence for a period of three years from the date of disclosure. Leidos shall not be liable for inadvertent or accidental loss or disclosure of Customer's confidential information, nor shall Leidos be liable if such information is disclosed despite using reasonable efforts to protect it. Neither party bears any responsibility for safeguarding information that is publicly available, already in the other party's

possession and not subject to a confidentiality obligation, obtained by the other party from third parties without restrictions on disclosure, independently developed by the other party without reference to Proprietary Information, or required to be disclosed by order of a court or other governmental entity after providing the other party with notice thereof and a reasonable opportunity to oppose such order.

8. TERM AND TERMINATION.

8.1 Duration. This Agreement will take effect on the Effective Date and, unless earlier terminated or cancelled, continue (a) perpetually as to the Software (including without limitation Updates received solely while Customer has paid the appropriate fees for Maintenance and Technical Support), and (b) for one (1) year from the Effective Date of any Maintenance and Technical Support Order (if any and so long as the applicable fee is paid) as set forth in Sections 4 and 5). The Limited Warranty will only cover the period of time specified in Section 6.1.

8.2 Termination by Customer. This Agreement may be terminated by Customer upon thirty (30) days' prior written notice to Leidos, with or without cause, provided that no such termination will entitle Customer to a refund of any portion of the fees due hereunder.

8.3 Termination by Leidos. Leidos may, by written notice to Customer, terminate or cancel this Agreement and the license granted under Section 2.1 if any of the following events ("Termination Events") occur:
 (a) Customer is otherwise in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after Leidos gives Customer written notice of such breach; or
(b) Customer (i) terminates or suspends its business, (ii) becomes insolvent, admits in a record its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

8.4 Survival of Termination. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination or cancellation, whichever is earlier. Should this Agreement be terminated, whether by Leidos or Customer, the provisions regarding Customer's or Leidos' treatment of Proprietary Information, provisions relating to the payment of amounts due, provisions limiting or disclaiming Leidos' liability, provisions detailing Leidos' limited warranty, provisions providing for dispute resolution, and any other provisions which by their nature are intended to survive, shall survive such Termination. Upon termination or cancellation, the license granted hereunder will end and Customer may not use the Software.

8.5 Obligations on Termination. Within thirty (30) days after the date of termination, cancellation or discontinuance of this Agreement for any reason whatsoever, Customer shall either: (a) return the Software (including all copies) and all Documentation, and any other Proprietary Information in its possession or control and no matter the form of said Software, Documentation or information on said date (including without limitation, any modifications or portions of same); or (b) destroy said Software, Documentation and Proprietary Information (in all forms) pursuant to Leidos instructions. Customer shall furnish Leidos with a certificate signed by an executive officer of Customer verifying that the acts described in subsections (a) or (b) (as applicable) has been done.

9. NO ASSIGNMENT/BINDING AGREEMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Leidos, which consent will not be unreasonably withheld, and any such transfer without consent shall be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

10. INDEMNIFICATION.

10.1 Infringement. Should a third party make a claim against either Leidos or Customer that the Software and/or Documentation furnished by Leidos and used by Recipient infringes its intellectual property rights, Leidos, at its sole cost and expense, will defend the Customer against the claim and indemnify the Customer from the damages, liabilities, costs and expenses (including reasonable attorney's fees) finally awarded through a judicial proceeding or arising out of the settlement of such claim provided that the Customer: (a) notifies Leidos promptly in writing, not

more than ten (10) days after the Customer receives notice of the claim (or sooner if required by applicable law); (b) gives the Leidos sole control of the defense and any settlement negotiations; and (c) gives Leidos reasonable cooperation, information, authority, and assistance to defend against or settle the claim. If any Software or Documentation provided by Leidos is found to infringe or, in Leidos' opinion, may infringe a third party's intellectual property rights, Leidos may choose to either modify the Software or Documentation to be non-infringing without substantially compromising its principal functions, or obtain a license to allow for the continued use of the Software or Documentation, or, if neither of the previous options are reasonably available, then Leidos may terminate this Agreement upon written notice to Customer and, after return of the Software, Documentation, and any other Proprietary Information, will refund to Customer the depreciated value of the Software license fee (calculated as the license fee amount amortized on a straight-line basis over a 3 year period from delivery) and any unused, prepaid Maintenance and Technical Support fees.

10.2 Exclusions. Leidos will not indemnify the Customer if the Customer in any way (a) alters, combines, or otherwise modifies the Software or Documentation; (b) uses the Software or Documentation in a manner not strictly in accordance with this Agreement or relevant Documentation; (c) uses the Software or Documentation in an application or environment or on a platform or with devices for which it was not designed or contemplated; (d) uses a version of the Software or Documentation which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Software or Documentation which was provided to Customer; or (e) continues use of the allegedly infringing Software or Documentation after being notified of the alleged infringement and such use gives rise to the claim asserted. Leidos will not indemnify Customer to the extent that the claim is based upon any Software or Documentation not furnished by Leidos. Leidos will not indemnify Customer to the extent that an infringement claim is based upon the combination of any Software or Documentation with any products or services not furnished by Leidos. Leidos will not indemnify Customer for any claim arising out of Customer's actions against any third party where no infringement would have occurred if the Leidos Software or Documentation as delivered and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Leidos will not indemnify Customer for any infringement claim that is based on (1) an intellectual property right that Customer was made aware of prior to the Effective Date of this Agreement; (2) Customer's actions prior to the Effective Date of this Agreement; or (3) any intellectual property right in which Customer or any of its affiliates has an interest.

10.3 Entire Liability. This section states the entire liability of both parties, and provides both parties' exclusive remedy for any actual or alleged violation of intellectual property rights by any Software or Documentation provided under this Agreement, or by any part or use thereof.

11. DISPUTES. The parties agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Agreement. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, the parties agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Fairfax, Commonwealth of Virginia. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award specific performance or punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than one (1) year after the date of the dispute.

12. LICENSE TO GOVERNMENT. If the user or licensee of this commercial computer software is an agency, department or other entity of the United States Government, the use, duplication, reproduction, modification, release, disclosure or transfer of this Software or any related Documentation of any kind, including technical data and manuals, is restricted by the terms and conditions of this Agreement as referenced in FAR 12.212 for civilian agencies and DFARS 227.7202 for military agencies. The licensed Software is commercial computer software and all related documentation delivered with or relating to this software is commercial computer software documentation, developed at private expense. All other use is prohibited. No further rights are granted or can be inferred except as stated in this Agreement. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable against the U.S. Government, the remaining provisions of this Agreement shall be unimpaired and shall continue in full force and effect. To avoid doubt, the last five sentences of Section 11 regarding arbitration and the penultimate sentence of Section 13.6 regarding

indemnification do not apply to U.S. Government licenses, and for such licenses U.S. federal common law will be inserted into Section 13.7 in place of state law.

13. MISCELLANEOUS.

13.1 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

13.2 Modifications; Waiver. Any modification or waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must specifically reference this Agreement, and be signed by an authorized representative of the party against whom enforcement of the purported modification or waiver is sought. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights and remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Unless expressly provided otherwise in this Agreement, any prior consent of Leidos that is required before Customer may take an action may be granted or withheld in Leidos' sole and absolute discretion.

13.3 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment but the allocation of risks contemplated by this Agreement can be preserved, then such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

13.4 Entire Agreement. This Agreement (including the attachments and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, advertising, descriptions (including online descriptions), either oral or in an electronic or non-electronic record, with respect to said subject matter, *except* Leidos Documentation for an Update (if any). Customer represents and warrants that it has not relied upon any of the superseded items. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the licensing of the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Leidos to object to such terms, provisions or conditions.

13.5 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement. This Agreement is not intended to be for the benefit of any third party and shall not confer upon any third party any right, privilege, remedy, claim or other right.

13.6 Compliance with Applicable Laws and Regulations. Each party acknowledges and agrees that all or part of the Software, Documentation, Proprietary Information, including (without limitation) all products, services, information and intellectual property (if any) to be shared under this Agreement, including without limitation technical services and technical data such as blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded, hereunder are subject to certain laws, regulations and rules, including without limitation the export control laws and regulations of the United States of America, any amendments thereof, and all administrative acts of the U.S. Government pursuant to such laws and regulations which regulate exports and re-exports of commodities, software and technology (collectively the "U.S. Export Control Laws"), and each party agrees to comply with such applicable laws, regulations and rules, including without limitation the U.S. Export Control Laws, and not to be bound by terms of this Agreement in conflict with such applicable laws, regulations and rules. Customer agrees to establish such programs and procedures of internal controls as necessary to comply fully with all U.S. Export Control Laws, and to cooperate at all times with Leidos in the enforcement and/or audit of such procedures. Customer further agrees not to take any action under this Agreement that will cause it or Leidos to be in violation of any law of any jurisdiction, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.S. Export Control Laws. Customer agrees to indemnify

and hold harmless Leidos from any liability that may arise from any violation of U.S. Export Control Laws resulting from any act or omission by the Licensee. In the event any U.S. Export Control Law or any other United States law or regulation prohibits Leidos from granting to Customer the license as set out in Section 2 as contemplated by this Agreement, Leidos shall have the right, upon notice to Customer, to immediately terminate this Agreement (including, but not limited to, the underlying grant of license), in which case Leidos shall have no further obligations to Customer pursuant to this Agreement.

13.7 Governing Law. This Agreement will be interpreted and construed in accordance with, and this Agreement and all other causes of action (including in contract, tort or otherwise) shall be governed by the laws of the Commonwealth of Virginia and of the United States of America, without regard to conflict of law principles.

13.8 Notices. Unless stated otherwise herein, any notice required or permitted under the terms of this Agreement may be delivered, either electronically or non-electronically, to the contact addresses specified on the Order Form. To notify Leidos of a dispute or of a claim for which Customer will seek indemnification from Leidos, Customer will promptly send written notice to Leidos, 11955 Freedom Drive, 5th Floor, Reston, VA 20191, Attn: General Counsel.

13.9 No Source Code. Leidos will not deliver source code for the Software.

13.10 Headings. Each party agrees that the section headings used in this Agreement are not intended to supersede any section text and that no party will rely on headings, it being acknowledged that the headings may or may not be complete or definitive.