SOFTWARE LICENSE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE AND SUPPORT AGREEMENT, including any attachments or addenda provided by LEIDOS with this Agreement, all as amended from time to time (this "Agreement"), is entered into by and between Leidos, Inc. ("LEIDOS") and Customer. This Agreement describes the terms and conditions pursuant to which LEIDOS shall license to Customer certain Software (as defined below) and, only if subscribed, provide support to Customer. Equipment or other hardware, whether required for use of the Software or in which Software may be contained, is not covered by this Agreement and must be separately procured.

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) signing a document, including but not limited to third party forms such as a government form (e.g., DD Form 250 Material Inspection and Receiving Report) indicating acceptance or receipt of Software (as defined herein); (2) paying for, downloading, installing, Exploiting (as defined herein) 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, causing it to be ordered, having agent order it on your behalf, or having a contractor order it on behalf of the U.S. government after having received a copy of this Agreement; (4) by receiving a copy of this Agreement with delivery of or contained in the Software and failing to return the Software for a refund within thirty (30) days to LEIDOS in the event Customer does not agree with the terms of this Agreement; or (5) signing or otherwise manifesting assent to this Agreement. In the event the Customer and Leidos enter into a Customer Program License Agreement (PLA) then certain provisions set forth in the PLA may amend or otherwise supersede this Agreements terms and conditions. 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 **"Agreement"** shall have the meaning set out in the preamble.

1.2 **"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 (a) is identified in a form, including without limitation a third party form (*e.g.*, DD Form 250 or other similar or replacement form as the authorized government representative), receiving or accepting the licensed Software, Subscription, and/or purchase of Maintenance and Technical Support; or if there is no (a), then (b) is identified as a point of contact in a purchase order or other order for procurement of license(s) of the Software and/or Maintenance and Technical Support; or if there is no (b), then (c) is listed as the "customer of record" on a form requesting payment for the license(s) of the Software and/or Maintenance and Technical Support by credit card. Where any of the individuals or entities listed in (a) through (c) 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.

1.3 **"Licensed Programs"** means the contractually documented Customer licensed programs, as documented under a specific Program License Agreement (PLA) with Leidos. A Licensed Program can be added to the PLA by the Customer if the program is a Customer program or system and must remain under the Customers control; a modification to this Agreement must be issued to identify the new program or system. Leidos will have the right to certify that the added Licensed Program meets the intent of this agreement.

1.4 **"Desired Year"** has the meaning set forth in Section 6.6(a) of this Agreement.

1.5 **"Documentation"** means any GeoRover® software product User's Guide and other 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 under Section 3.2.

1.6 **"Effective Date"** means the date shown on shipping documents as the date LEIDOS tendered the Software for shipment to Customer (or if such documents do not contain that date, the date shown in LEIDOS's records as being said date of tender).

1.7 **"Equipment"** means the minimum and recommended computer system, including peripheral equipment and operating system and other third party software, as specified in the "GeoRover Software Technical Specs" at https://www.leidos.com/products/georover as of the Effective Date, which are incorporated herein. The Technical Specs include, without limitation, third party hardware and software which must be separately obtained by Customer from the third parties or their resellers.

1.8 **"Exploit" or "Exploitation"** has the meaning set forth in Section 3.2 of this Agreement.

1.9 **"Free Standing Workstation"** means a self-contained computer with a unique CPU host ID number ("Individual Workstation") that either is (i) not part of a network; or (ii) is part of a network (*e.g.*, part of a local area network, wide area network or connected or capable of being connected to the Internet), but only so long as no other equipment, computer, hardware or software (including without limitation client and server computers) on such network or users using such equipment, computers, hardware or software may, or may be enabled to, use, execute, copy, modify, make derivative works, distribute, access, transfer, make, have made or otherwise Exploit the Software, Documentation, Updates or Upgrades, which are installed, used, executed or otherwise Exploited on such Individual Workstation. For clarity, this definition is not intended to restrict interoperability by cloning or using scripted configurations for automatic or manual compliance testing so long as the intended purpose is for validating software functionality with other applications only.

1.10 **"Initial Order"** shall have the meaning set out in Section 5.1 of this Agreement.

1.11 **"Limited Warranty"** shall have the meaning set out in Section 7.1 of this Agreement.

1.12 **"Subscription"** means a Software license and the services described in Section 6.1 of this Agreement, but only for the specified term (e.g., annual).

1.13 **"Maintenance and Technical Support"** means the services described in Section 6.1 of this Agreement.

1.14 **"Master Disk"** means a disk, or master disk image available for electronic download, containing an object code copy of the Software from which other high quality copies can be reproduced and identified by Leidos as the manufacturing master copy of the Software.

1.15 **"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.

1.16 **"LEIDOS"** shall have the meaning set out in the preamble of this Agreement.

1.17 **"LEIDOS Performances"** has the meaning set forth in Section 6.2 of this Agreement.

1.18 **"Site"** means each physical location at which Customer is entitled to Exploit the Software, which place is specified in the purchase order or as otherwise mutually agreed to by the parties in writing.

1.19 **"Software"** means a copy of the GeoRover brand computer software program(s) included with this agreement in object code form only, the copies delivered under Section 3.1 or authorized under Section 3.2, and any Updates (if any), except as otherwise provided in a written record governing Exploitation 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 in Section 1.19.

1.20 "Supported Software" shall have the meaning set out in Section 6 of this Agreement.

1.21 "Termination Events" shall have the meaning set out in Section 9.3 of this Agreement.

1.22 "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 not cover any such new version and Customers paying for Maintenance and Technical Support of Version 1.0 (as updated from time to time) will have to pay a new license or Subscription fee for Version "2.0") or any releases, enhancements, functionality or items for which LEIDOS licenses or charges separately.

1.23 "Upgrade" means new versions of the Software or improvements in the capability and functionality of it, which 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 the version (left of decimal) and the first update would be labeled "2.1" (right of decimal)).

1.24 "U.S. Export Controls" shall have the meaning set out in Section 12.7 of this Agreement.

1.25 "Concurrent Use License" shall mean a software license to install on multiple number of workstations on a network for which the number of authorized simultaneous instances is controlled by a license manager, and not to exceed the number of concurrent licenses purchased.

1.26 "**Single Use License"** shall mean a software license to install on a Free Standing Workstation. For every single-use software license purchased there is a single authorized Free Standing Workstation.

2. CONCURRENT LICENSE POLICY

2.1 The total number of users who can use the Software at any one time may not exceed the total number of Concurrent Use Licenses granted to the Customer for such Software (as specified in the Initial Order).

2.2 Purchase and Use Restrictions. The Software ordered pursuant to a Concurrent Use License under this agreement shall be limited to access and use only on Computers (as such term is defined above in 1.7) connected to the authorized Customer network. In addition, the Software may only be used or accessed from a Computer owned or leased by the Customer. As such, access and use of the Software from locations not meeting the foregoing requirements are prohibited under a Concurrent Use License.

2.3 Software Use Tracking Requirements. As a condition for use the Software pursuant to a Concurrent Use License, if purchased by Customer, the Customer must also (i) track and manage usage of its Concurrent Use Licenses, (ii) govern the distribution and management of access to the Software, and (iii) enable an authorization process to allow/decline access to the Software on an individual Computer basis and/or incident basis. The Customer must prevent the total number of individual users of the Software from exceeding the total number of Concurrent Use Licenses for such Software.

2.4 Verification. The Customer shall maintain an accurate record of (i) the Computers that have accessed the Software during the period of the license agreement period; and (ii) the number of Concurrent Use Licenses purchased by the Customer. These records must be kept and are subject to review by LEIDOS.

3. DELIVERY; GRANT OF LICENSE; RESERVATION OF RIGHTS & TITLE; TRANSFERABILITY; AUDIT RIGHTS.

3.1 Delivery. Upon payment pursuant to Section 4 of this Agreement, LEIDOS shall deliver to Customer, as soon as practicable after the Effective Date, one (1) machine-readable, object code only, copy of the Software, along with one (1) copy of the Documentation in electronic form and one (1) copy of this Agreement in electronic form. If Customer desires non-electronic versions of the Documentation, LEIDOS may, in its sole discretion, provide same upon payment of a mutually agreed to fee, which fee will be in addition to all other fees owed under this Agreement.

3.2 Scope of License or Subscription. LEIDOS grants to Customer only a limited, revocable, nonexclusive, non-assignable and nontransferable (except as explicitly set out in Section 3.4 below) license solely to:

(a) For each license of the Software ordered in the Initial Order (as defined in Section 5.1 below), install and execute the Software (but not the Updates) without modifying it on one (1) Free Standing Workstation at the Site for internal use only;

(b) Make one (1) copy of the Software from the master disk for archival or back-up purposes only;

(c) For each license of the Software and solely while Customer is subscribed to or paying for Maintenance and Technical Support with respect to such licensed Software, install and execute Updates to the licensed Software without modifying it on one (1) Free Standing Workstation at the Site for internal use only;

(d) Use the Documentation at the Site in connection with the foregoing or for training Customer's personnel; and

(e) Make copies and mark-up portions of the Documentation solely as necessary to train Customer's employees, so long as Customer places on any such training copies "© *[INSERT CURRENT YEAR]* LEIDOS – all rights reserved." (Subsections (a)-(d) are hereinafter collectively referenced as, "**Exploit**").

ONLY THE LEIDOS SOFTWARE IS COVERED BY THIS AGREEMENT AND IT WILL NOT FUNCTION UNLESS CUSTOMER SEPARATELY OBTAINS A LICENSE FROM ERSI OR AN AUTHORIZED RESELLER FOR ESRI ARCGIS ("ESRI LICENSE"). **ALTHOUGH LEIDOS MAY BE AN AUTHORIZED RESELLER, THIS AGREEMENT IS NOT AN ESRI LICENSE.**

3.3 Reservation of Rights & Title. The license set out in Section 2.2 transfers to Customer neither title to nor any proprietary or intellectual property rights in or to the Software, Documentation, or Proprietary Information, including without limitation any copyrights, patents or trademarks embodied or used in connection therewith. The parties agree that LEIDOS reserves all rights not expressly granted in this Agreement, including without limitation all rights, title and interest in and to the Software, Documentation, and Proprietary Information and any derivatives or improvements thereto. Without limiting the generality of the foregoing, the Software, Documentation, Proprietary Information and derivative or improvements to such Software, Documentation or Proprietary Information, and all intellectual property rights embodied therein, are owned by LEIDOS (or any licensor that has granted license rights to LEIDOS) and are proprietary to LEIDOS. The Software is protected by U.S. copyright and other intellectual property laws and under international treaty provisions. Exploitation of Software is not permitted under this Agreement for companies or agencies affiliated with the Customer. No copies other than those provided for as set out in Sections 3.2 and 3.4 may be made; no copies may be distributed.

3.4 Transferability. If the Free Standing Workstation selected by Customer is inoperable or under repair, Customer may remove the copy of the Software from the inoperable workstation and move that copy to substitute Equipment at the same Site or Licensed Program.

3.5 Audit Rights. Customer agrees to keep all usual and proper books of account and records and all usual and proper entries and other documentation relating to Customer's use of the Software and Documentation and Customer's obligations under this Agreement. No more frequently than once annually, and during the one (1) year period immediately following the expiration or termination of this Agreement, LEIDOS shall have the right upon fourteen (14) days advance notice to Customer to cause an audit of such Customer maintained documentation to be made of the Customer's compliance under this Agreement, including without limitation documentation regarding deployment and use of the Software and Documentation. Such audit of the Customer maintained documentation shall be conducted by independent, third party auditors (which may include technical auditors) selected by LEIDOS and agreed to by Customer, so long as any disagreement is commercially reasonable or due to government rules or regulations. For clarity, the parties

agree that such audit shall be of the relevant documentation only and not include a right to inspect any Customer locations or facilities, unless expressly agreed to in writing by Customer in advance. Any such audit shall be paid for by LEIDOS unless material discrepancies are disclosed in the auditors' report(s). If material discrepancies are disclosed, Customer agrees to pay for the costs associated with the audit, the discrepancy, plus interest on the discrepancy for the period of the discrepancy. Said period will commence on the date an amount would have been payable to LEIDOS but for the discrepancy, and continue until said amount is paid in full to LEIDOS; said interest shall be payable at the rate which is the lesser of (a) the highest prime rate per annum set forth from time to time in the Wall Street Journal in the United States plus two (2) percentage points, or (b) the highest rate permitted under applicable law.

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

4.1   Remove, alter, cover or obscure in any way any copyright and patent notices or other Proprietary Information notices 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. Customer shall not alter or remove any copyright management information.

4.2   Sell, market, rent, lease, license, sublicense, lend, assign, time-share, give away or otherwise transfer, distribute or encumber the Software, Documentation and Proprietary Information, including without limitation intellectual property rights embodied therein.

4.3   Copy, modify, create derivatives, adapt, alter, translate, disclose, reproduce (except as expressly permitted in Section 3.2), display, remarket, resell, retransmit, rebroadcast, and/or redistribute copies of the Software, Documentation, Proprietary Information (including without limitation data sets, or any derived portion(s) of the data sets in any hard-copy and/or digital format(s)) or derivatives or improvements thereto, and/or related materials.

4.4   Unencrypt, tamper with, decompile, disassemble or reverse engineer, in whole or in part, or otherwise attempt to derive or discover the source code for the Software.

4.5   Allow access to the Software by any use or Exploitation other than Customer's employees or contractors acting on behalf of the U.S. government or use the Software or any derivatives thereto on a server or other computer which provides for access by multiple users.

4.6   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.

4.7   Exploit or use the Software to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis.

4.8   Provide, disclose, divulge or make available to, or permit use or Exploitation of the Software, Documentation, or Proprietary Information, or derivatives or improvements thereto by any third party without LEIDOS's prior written consent, which LEIDOS may withhold in its sole discretion.

4.9   Except for the training modifications allowed in Section 3.2, modify Documentation without written LEIDOS approval, guidance, and tandem effort between Customer and LEIDOS.

4.10   For clarity, nothing contained in Sections 4.2, 4.3, 4.6, 4.8, and/or 4.9 above is intended to limit or restrict any rights in any Documentation that a U.S. Government customer is entitled to receive pursuant to DFARS 252.227-7015, Technical Data—Commercial Items, to the extent that clause is included in an applicable U.S. Government contract.

5.   LICENSE OR SUBSCRIPTION FEE.

5.1   In consideration of (among other consideration) the license or Subscription granted pursuant to Section 3.2 and the Maintenance and

Technical Support as outlined in Section 6, Customer agrees to pay LEIDOS the fee as set forth and itemized in either (a) a purchase order or other order for procurement of license(s) of the Software and/or Maintenance and Technical Support; or if there is no (a), then (b) a form used to pay for license(s) of the Software and/or Maintenance and Technical Support by credit card; or if there is no (b), then (c) a form, including without limitation a third party form (*e.g.*, DD Form 250 or other similar or replacement form as the authorized government representative), identifying items purchased, pricing and acknowledging receipt or acceptance of the Subscription, licensed Software and/or Maintenance and Technical Support (the "Initial Order"). All fees for the Initial Order are due and payable in full and fully earned upon the Effective Date.

5.2   The Subscription and/or Maintenance and Technical Support fees, at annual renewal (see Section 6.3) may be updated by LEIDOS from time-to-time in LEIDOS's sole discretion, unless otherwise agreed to and set out in writing in the Initial Order, and Customer must pre-pay such annual renewal fees at LEIDOS's then-current list price before LEIDOS shall be obligated to provide Maintenance and Technical Support. If Customer has elected to pre-pay the annual Subscription and/or Maintenance and Technical Support fees for multiple years in the Initial Order, 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 pre-paid multi-year period; however, upon expiration of the pre-paid multi year period, Customer must thereafter pay for a Subscription or any Maintenance and Technical Support at LEIDOS's then-current list price.

5.3   For U.S. Government customers, the contract price includes all applicable Federal, State, and local taxes and duties. For non-U.S. Government customers, any applicable Federal, State, and local taxes and duties will be set forth on a case-by-case basis in the ordering documents. All fees and payment shall be in U.S. dollars.

6.   MAINTENANCE AND TECHNICAL SUPPORT. LEIDOS will provide Maintenance and Technical Support as described in this Section 6 upon payment of the applicable Subscription or Maintenance and Technical Support fee as set forth in Section 5 ("Supported Software"). If the Customer fails to pay the applicable fee, this Agreement will not include any Maintenance and Technical Support unless Customer subscribes to such Maintenance and Technical Support after the Effective Date as set out in Section 6.6 of this Agreement. If after the Effective Date LEIDOS begins to package with Supported Software additional software, the Maintenance and Technical Support will not cover that additional software. Custom support agreements may, in LEIDOS's sole discretion, be separately written and negotiated based on unique Customer requirements.

6.1   **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)***. 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 via GeoRover@Leidos.com, or telephone assistance at such times as LEIDOS (in its sole discretion) in its sole discretion provides a telephone number, which number as of the Effective Date is 866-417-5322, all during LEIDOS's standard hours of service with respect to the Supported Software. Such assistance will include endeavoring to (i) answer questions about or clarify functions and features of the Supported Software or Documentation; and (ii) analyze perceived problems with the Supported Software as reported by Customer and attempting to solve or correct them by e-mail or telephone; 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.

6.2   **Operations.** LEIDOS's 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 Supported Software then being supported by LEIDOS. Prior to receipt of Maintenance and Technical Support,

Customer is required to have the minimum/recommended Equipment. 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's standard hours of service on an eligible service day, but LEIDOS may take a substantially longer time period to respond to some requests. Even if Customer uses the Software with the minimum/recommended Equipment and 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 due to the many variables in system configurations.

6.3 Duration and Payments.

(a) Upon receipt of the fees set forth in an Initial Order for a Subscription or 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. For sake of clarity and not by way of limitation, Customer must pay Subscription fees and/or Maintenance and Technical Support individually for each license of the Software purchased as set forth in Section 5 of this Agreement. For so long as LEIDOS makes Maintenance and Technical Support for the Supported Software commercially available to substantially all Customers, 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 there may be paid, Customer agrees to pay the fee then charged by LEIDOS for any desired Subscription or Maintenance and Technical Support in the ordinary course of its business and of which LEIDOS will give Customer notice before payment is due. 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 Supported 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.

6.4 Eligibility of Supported Software.
Maintenance and Technical Support will not include services requested as a result of, or with respect to, the following, and any services so requested may or may not be performed at LEIDOS's sole discretion, and LEIDOS would bill Customer at LEIDOS's then-current time and materials labor rates:

(a) Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by LEIDOS; operation of the Supported Software with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

(b) Improper installation by Customer or Exploitation of the Supported Software that deviates from any operating procedures established by LEIDOS in the applicable Documentation; or

(c) Modification, alteration or addition or attempted modification, alteration or addition of the Supported Software undertaken by persons other than LEIDOS or LEIDOS's authorized representatives.

6.5 Customer Obligations. Customer will:

(a) Provide a knowledgeable point of contact for interaction with the LEIDOS Maintenance and Technical Support staff;

(b) Implement procedures for backup and protection of information and programs;

(c) Document and promptly report all problems of the Supported Software to LEIDOS, including without limitation Customer's report of a problem must include a description of a reproducible deviation in the standard, unmodified Supported Software and its Documentation;

(d) Train personnel in the Exploitation and application of the Supported Software and the Equipment on which it is used. A GeoRover Software User's Guide accompanies the Software. Training for the Software may be available upon request; however, it is not included in the price of the license(s) or the Maintenance and Technical Support. For training information, please email GeoRover-sales@Leidos.com; and

(e) Obtain and install Updates as instructed by LEIDOS from time to time, including obtaining them by electronic delivery after electronic or non-electronic notice from LEIDOS of the Update's availability, including notice posted on http://www.georover.com.

6.6 Continuous Maintenance Is Condition Precedent to Maintenance and Technical Support.

(a) Customer need not subscribe for Maintenance and Technical Support beyond the initial year of support. If the Customer lets the Subscription lapse (such as by not paying an annual maintenance or Subscription fee), during the lapsed period 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 Supported Software then being supported by LEIDOS.

(b) If Customer terminates Maintenance and Technical Support, Customer may continue to Exploit the Software and Updates received up to the point of the termination, subject to the terms and conditions of this Agreement.

7. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES; DAMAGE EXCLUSION; ALLOCATION OF RISK; STATUTE OF LIMITATIONS; EXCLUSIVE REMEDY; LIMITATION OF LIABILITY.

7.1 Limited Warranty.
LEIDOS warrants to Customer for a period of thirty (30) days following the Effective Date that, as then delivered: (a) when properly installed and executed on the minimum/recommended Equipment, the Software will operate substantially according to the material specifications set forth in the Documentation, and (b) any diskette(s) or CDs on which the Software is furnished are free from defects in materials and workmanship assuming normal use. Software and Updates are inherently complex and may contain errors, and this Limited Warranty does not warrant against every error. This warranty does not cover Updates, modifications, improvements or misuse of the Software, or failure to install the Software on the minimum/recommended Equipment. Customer shall provide notice of all alleged defects in the Software to LEIDOS immediately upon their discovery. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY LAW, WITH REGARD TO THE SOFTWARE.

7.2 NO OTHER WARRANTIES, CONDITIONS OR DUTIES.
EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, LEIDOS MAKES AND UNDERTAKES NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR DUTIES, REGARDING OR RELATING TO THE SOFTWARE, UPDATES, EQUIPMENT, DOCUMENTATION, MAINTENANCE AND TECHNICAL SUPPORT, PROPRIETARY INFORMATION OR ANY OTHER INFORMATION, ITEMS, GOODS OR SERVICES FURNISHED OR PROVIDED UNDER THIS AGREEMENT (COLLECTIVELY, "**LEIDOS PERFORMANCES**") WHETHER EXPRESS, IMPLIED OR STATUTORY.

(a) EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, THE **LEIDOS PERFORMANCES 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.

(b) THERE IS NO WARRANTY OR CONDITION OF MERCHANTABILITY OR ANY OTHER WARRANTY THAT THE SOFTWARE, DOCUMENTATION, PROPRIETARY INFORMATION, EQUIPMENT, ANY SYSTEM, LEIDOS'S EFFORTS, OR ANY OF THE OTHER LEIDOS PERFORMANCES WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS, AND THERE IS NO WARRANTY THAT COMPONENTS OF ANY SYSTEM PROVIDED OR SELECTED BY LEIDOS WILL FUNCTION TOGETHER AS A SYSTEM.

(c) THERE IS NO WARRANTY OR CONDITION AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF ANY LEIDOS PERFORMANCE OR AGAINST INFRINGEMENT, AND THERE IS NO WARRANTY OF TITLE.

(d) WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEIDOS DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY OR OTHER LEGAL DUTIES, STANDARDS, GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) OF OR REGARDING: REASONABLE CARE; INDEMNITY (EXCEPT FOR U.S. GOVERNMENT CUSTOMERS TO THE EXTENT FAR 52.227-3, PATENT INDEMNITY, IS INCLUDED IN AN APPLICABLE GOVERNMENT CONTRACT); WORKMANLIKE EFFORT; RESULTS, LACK OF NEGLIGENCE OR SECURITY; ACCURACY OF INFORMATION OR RESULTS; THIRD PARTY SOFTWARE OR PRODUCTS OR SERVICES; FUNCTIONALITY OF HARDWARE, SOFTWARE, FIRMWARE OR COMPUTER OR OTHER SYSTEMS; PRIVACY, DATA PROTECTION OR SECURITY; TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE; AVAILABILITY AT ALL OR CONTINUOUSLY; CORRECTION OF PROBLEMS; VIRUSES OR OTHER HARMFUL CODE, VULNERABILITY OR THE LIKE.

7.3   No employee, agent, representative or affiliate of LEIDOS has authority to make or bind LEIDOS to any oral representation or warranty concerning any of the LEIDOS Performances. Except for the above Limited Warranty in Section 7.1, Customer agrees not to rely on any other description (oral or in a record) as creating a warranty, including descriptions (if any) in emails, advertising, online (including the LEIDOS website) or otherwise.

7.4   <u>DAMAGE EXCLUSION; ALLOCATION OF RISK; STATUTE OF LIMITATIONS.</u> **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 LEIDOS PERFORMANCES, 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.**

7.5   THE PROVISIONS OF THIS SECTION 7 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND LEIDOS. CUSTOMER ACKNOWLEDGES THAT LEIDOS'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

7.6   NO ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE LEIDOS PERFORMANCES 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. FOR PURPOSES OF THIS AGREEMENT, A CAUSE OF ACTION WILL BE DEEMED TO HAVE ACCRUED ON THE EARLIER OF (A) WHEN CUSTOMER KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH, OR (B) THE DATE APPLICABLE LAW DEEMED THE CAUSE OF ACTION TO ACCRUE.

7.7   <u>EXCLUSIVE REMEDY; LIMITATION OF LIABILITY.</u> 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) SHALL BE, AT LEIDOS'S OPTION AND EXPENSE AND AS RELEVANT TO THE ALLEGED BREACH, AND THE EXCLUSIONS OF AND LIMITATIONS ON DAMAGES AND REMEDIES IN THIS AGREEMENT SHALL CONTINUE TO APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE:

(a)   To repair or replace the alleged defect, 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)   To pay the amount of Customer's damages (other than those excluded in Section 7.4) actually incurred in reasonable reliance, WHICH AMOUNT SHALL NOT EXCEED: (A) FOR BREACH OF THE LIMITED WARRANTY, THE FEE PAID BY CUSTOMER TO LEIDOS IN THE PRIOR TWELVE MONTHS FOR THE SOFTWARE BREACHING THE LIMITED WARRANTY; OR (B) FOR ANY OTHER LEIDOS PERFORMANCE, THE AMOUNT PAID BY CUSTOMER TO LEIDOS FOR THE LEIDOS PERFORMANCE IN THE YEAR DAMAGE FIRST OCCURS, LESS IN EACH CASE, REASONABLE DEDUCTION FOR THE CONTRACT VALUE OF THE CUSTOMER'S EXPLOITATION OF, OR RIGHT TO EXPLOIT, THE SOFTWARE OR LEIDOS PERFORMANCE. No payment shall be due from LEIDOS until return by Customer of the Software or other performance (where return is possible) or destruction of same pursuant to LEIDOS written instructions.

8.   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's prior written consent in a non-electronic record. Customer agrees to exercise due care in protecting the Proprietary Information from unauthorized use and disclosure. However, Customer bears no responsibility for safeguarding information that is publicly available, already in Customer's possession and not subject to a confidentiality obligation, obtained by Customer from third parties without restrictions on disclosure, independently developed by Customer without reference to Proprietary Information, or required to be disclosed by order of a court or other governmental entity.

9.   TERM AND TERMINATION.

9.1   This Agreement (including but not limited to the license granted under Section 3 and the restrictions contained in Section 3) 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 Subscription or Maintenance and Technical Support fees), and (b) for one (1) year from the Effective Date, during any renewal term pursuant to Section 6.3 and during any Desired Year pursuant to Section 5.6 as to Maintenance and Technical Support any (if any and so long as the applicable fee in the Initial Order, renewal year and Desired Year, if applicable, are paid) as set forth in Sections 5 and 6. Customer may Exploit the Software (including without limitation Updates received solely while Customer has paid the appropriate Subscription or Maintenance and Technical Support fees) for the foregoing duration of the license granted herein; however, the Limited Warranty will only cover the period of time specified in Section 7.1.

9.2   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 Subscription fees or any other fees due hereunder.

9.3   LEIDOS may, by written notice (in any record) to Customer, terminate or cancel this Agreement and the license granted under Section 3.2 if any of the following events ("Termination Events") occur:

(a)   Customer fails to pay any amount due LEIDOS prior to the earliest of product delivery, Exploitation, or installation on any Customer system or any LEIDOS system provided to the Customer; or Customer violates a term or condition of Sections 2, 3, 4 or 7. However, failure to pay the fee necessary to renew a Subscription or Maintenance and Technical Support is not a Termination Event;

(b)   Customer is otherwise in material breach of any other 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

(c)   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.

9.4   If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination or cancellation. Termination of this Agreement, whether by LEIDOS or Customer, will not affect the provisions regarding Customer's or LEIDOS's treatment of Proprietary Information, provisions relating to the

payment of amounts due, provisions limiting or disclaiming LEIDOS's liability, or Section 4, Sections 7.4 through 7, and Section 12, which provisions will survive termination of this Agreement. Upon termination or cancellation, the license granted hereunder will end and Customer may not Exploit the Software.

9.5 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 written instructions after termination or cancellation. Customer shall furnish LEIDOS with a certificate record signed by an executive officer of Customer verifying that the acts described in subsections (a) or (b) (as applicable) has been done.

10. 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.

11. NOTICES. Except as otherwise expressly stated herein, any notice required or permitted under the terms of this Agreement or required by law must be in a documented record and must be either (a) delivered in person, (b) sent by first class registered mail, (c) sent by overnight air courier, or (d) emailed with digital signature, in each case properly posted and fully prepaid to the appropriate address provided in connection with the consent to this Agreement. Either party may change its address for notice by notice to the other party given in accordance with this Section 10. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. Notwithstanding the foregoing, if applicable law does not prohibit LEIDOS from providing notice electronically, LEIDOS may provide notice electronically, including without limitation by posting notice on LEIDOS.com and/or by sending notice to an email address used by Customer in communications with LEIDOS.

In its sole discretion, LEIDOS may give notice to Customer by providing it to any entity or agent identified (a) in a form, including without limitation a third party form (*e.g.*, DD Form 250 or other similar or replacement form as the authorized government representative), as the authorized government representative receiving or accepting the licensed Software and/or Maintenance and Technical Support; (b) as the "customer of record" on a form requesting payment for the licensed Software and/or Maintenance and Technical Support by credit card; or (c) as a point of contact in a purchase order or other order for procurement of the licensed Software and/or Maintenance and Technical Support. Customer agrees to instruct any person described in (a), (b) or (c) that receives notice to convey and share it with others working for Customer as appropriate, including without limitation, with persons identified pursuant to (a), (b) or (c).

12. 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.

13. MISCELLANEOUS.

13.1 U.S. Government Rights. The Software (including without limitation all Updates) and Documentation is a "commercial item" as defined at

48 C.F.R. 2.101 when licensed to the U.S. Government. The use of the Software and Documentation by the U.S. Government are governed by the terms of 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. For the avoidance of doubt, the last five sentences of Section 12 regarding Arbitration and the last sentence of the first paragraph of Section 13.7 regarding Indemnification do not apply for U.S. Government licensees; and for U.S. Governments licensees, U.S. federal common law should be inserted in Sections 7.6 and 13.9 in place of state law.

13.2 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.

13.3 Modifications; Waiver; LEIDOS's Discretion for Prior Consent. Any modification or waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in an electronic or non-electronic record specifically referencing this Agreement, and 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's sole and absolute discretion.

13.4 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.

13.5 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 (other than the Technical Specs for the Equipment)), either oral or in an electronic or non-electronic record, with respect to said subject matter, *except* as provided in: (a) Section 1.14 with respect to the definition of "Proprietary Information;" (b) LEIDOS Documentation for an Update (if any); (c) any LEIDOS electronic or non-electronic disclosures or notices provided before or during Customer's initial Exploitation of the Software; and (d) Customer's consents, information and agreements supplied on LEIDOS forms or Program License Agreement in connection with Customer's ordering of the Software or adoption of this Agreement. 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.

13.6 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.

13.7 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. 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, including the U.S. Anti-Boycott laws and regulations as administered by the U.S. Departments of Commerce and the Treasury, which prohibit participation in unsanctioned foreign boycotts. 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.

13.8 Use of Customer's Name. Customer acknowledges that LEIDOS may desire to use its name in press releases, product brochures and financial reports indicating that Customer is a customer of LEIDOS, and Customer agrees that LEIDOS may use its name in such a manner, subject to Customer's consent, which consent shall not be unreasonably withheld.

13.9 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, without regard to conflict of law principles.

13.10 No Source Code. LEIDOS will not deliver source code for the Software.

13.11 Copyright Management Information. This Agreement is part of the copyright management information (as defined in 17 U.S.C. § 1202) conveyed in connection with copies of the Software, and nothing in this Agreement authorizes Customer to remove or alter any of the copyright management information. GeoRover® is a registered trademark, and Customer may not use it; all rights are reserved.

13.12 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.