

QuantaDyn Corporation
SOFTWARE LICENSE AGREEMENT
Version 1.1

This Software License Agreement, effective as of _____ (the “**Effective Date**”) and consisting of this cover page (the “**Cover Page**”) AND the General Terms and Conditions attached hereto and incorporated herein (collectively, the “**Agreement**”) is between QuantaDyn Corporation, a company existing under the laws of **Virginia** with offices at 45975 Nokes Boulevard, Suite 175, Sterling, VA 20166, (hereinafter referred to as “**QuantaDyn** ”) and _____, having a place of business at _____ (hereinafter referred to as “**Customer**”). Customer and QuantaDyn are each a “**Party**” and collectively referred to herein as the “**Parties**”. Capitalized terms used but not defined in this Cover Page shall have the meaning given such terms in the General Terms and Conditions attached hereto.

Software License Information				
Prime Contract No.	<Enter prime contract number or other project identifier>			
Customer	<Enter name of Commercial Entity or Government agency administering prime contract or other appropriate sublicensee>			
[Term]				
Delivery Mechanism	<Electronic> / <CD-ROM>			
Payment Due Date				
Warranty Period				
Product Name			Total Users	Quantity
		TOTAL		

QuantaDyn Corporation

Customer:

By:

By: _____

Name: David Bolduc

Name: _____

Title: Director Operations

Title: _____

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:

1.1. **"Authorized Sublicensee"** means Customer's sublicensee(s), if any, as set forth on the Cover Page.

1.2. **"Confidential Information"** means any and all information relating to the trade secrets, operations, processes, plans, products, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs, data and/or business of QuantaDyn and/or its customers, suppliers, clients or affiliated companies in or on any medium of format. Without limiting the generality of the foregoing, all Software and Documentation, any Updates thereto, and all other materials delivered to Customer by QuantaDyn shall be deemed to be Confidential Information.

1.3. **"Consulting Services"** means any consulting services performed by QuantaDyn in support of the Software, as more specifically set forth on a Statement of Work.

1.4. **"Consulting Services Fee"** means the fee payable by the Customer to QuantaDyn in consideration for QuantaDyn's performance of the Consulting Services, as set forth on the applicable Statement of Work.

1.5. **"Delivery Mechanism"** means the mechanism by which the Software, Documentation and any Updates are delivered to the Customer, as set forth on the Cover Page.

1.6. **"Documentation"** means all documentation and other supporting technical information, manuals, guides, guidelines, qualifications and materials regarding the use of the Software.

1.7. **"Improvements"** means any invention, discovery, development, modification or improvement with respect to the Software, the Documentation or any Updates, or relating to the exploitation thereof, whether or not patented or patentable, that is conceived, reduced to practice, discovered, developed or otherwise made at any time during the Term, including any enhancement in the efficiency or operation, of the Software, the Documentation or any Updates.

1.8. **"Intellectual Property Rights"** means all worldwide statutory and common law rights associated with: (a) patents and patent applications; (b) works of authorship, including copyrights, copyright applications, copyright registrations, and "moral rights"; (c) the protection of trade and industrial secrets and confidential information; (d) trademarks, trade names, service marks and domain names used by a Party, whether registered or unregistered; and (e) any divisions, continuations, renewals, and reissuances of any of the foregoing.

1.9. **"Licensed Project"** means the project or program for which the Software may be used as set forth on the Cover Page.

1.10. **"Software License Fee"** means the fee payable by the Customer to QuantaDyn in consideration for (i) the Software license granted herein, and (ii) QuantaDyn's performance of the Support Services, as set forth on the Cover Page. For the avoidance of doubt, the Software License Fee is exclusive of the Consulting Services Fee.

1.11. **"Software"** means QuantaDyn's proprietary software testing system referred to as "Automated Test & Re-Test Software" as more specifically set forth on the Cover Page.

1.12. **"Statement of Work"** has the meaning specified in Section 14.1.

1.13. **"Support Services"** has the meaning specified in Section 15.1.

1.14. **"Support Services Fee"** means the fee payable by the Customer to QuantaDyn in consideration for QuantaDyn's performance of the Support Services, as set forth on the applicable Maintenance Agreement.

1.15. **"Technical Contact"** refers to the Customer's Technical Contact set forth on the Cover Page.

1.16. **"Term"** means the period of time commencing on the Effective Date and ending on the date the Licensed Project terminates or expires, but in no event longer than ___ years.

1.17. **"Total Users"** means the maximum number of Customer's employees permitted to use the Software in accordance with this Agreement as set forth on the Cover Page.

1.18. **"Updates"** means any modifications, error corrections, bug fixes, new releases, or other updates of or to the Software and Documentation that may be developed and implemented by QuantaDyn from time to time. Any Update made available by QuantaDyn hereunder shall be deemed part of the Software and shall be subject to the terms and conditions of this Agreement.

1.19. **"Warranty Period"** means the warranty period set forth on the Cover Page commencing on the License Start Date.

1.20. **"Work Product"** means any test cases, reports, documentation and all other work products created or made by QuantaDyn for the benefit of Customer in providing the Consulting Services.

2. DELIVERY MECHANISM

2.1. QuantaDyn shall provide the Software and Documentation to Customer using the Delivery Mechanism set forth on the Cover Page. QuantaDyn shall also provide any Updates to Customer using the Delivery Mechanism set forth on the Cover Page unless otherwise agreed in writing by the Parties.

3. LICENSE; PROPRIETARY RIGHTS

3.1. **Limited License.** Subject to Customer's full compliance with the terms and conditions set forth herein, QuantaDyn hereby grants to Customer a non-exclusive and non-transferable license to install and use the Software, and any Updates thereto, in their runtime form, together with the Documentation, solely in support of the Licensed Project. Except as set forth in Section 3.2, the license is not sublicenseable by Licensee. Customer may not use or permit use of the Software by more users than the Total Users set forth on the Cover Page.

3.2. **Sublicenses.** Customer may sublicense the

Software together with the Documentation to the Authorized Sublicensee. All sublicenses granted pursuant to this Section 3.2 shall be granted only pursuant to binding, written license agreements, with terms no less protective of IDF and its licensors and the Software as those set out in this Agreement. Customer shall be solely liable and responsible for its agreements with any of its sublicensees or third parties, including enforcement and termination thereof, but shall notify QuantaDyn immediately if Customer determines that any sublicensee or third party has violated QuantaDyn's intellectual property rights or otherwise breached the provisions of its sublicense.

3.3. Backup Copies. Customer may make no more than 3 (three) copies of the original programs supplied by QuantaDyn for backup purposes. Upon request by QuantaDyn, Customer shall advise QuantaDyn of the location of such backup copies.

3.4. Restrictions/Limitations. Except as expressly authorized in Sections 3.1 and 3.2 hereof, Customer shall not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, or disclose to any third Party the Software, in whole or in part, at any time for any reason, nor permit any other Party to do any of the foregoing. Customer specifically agrees that Customer will not provide access to the Software to any person other than for processing Customer or Authorized Sublicensee internal data for the intended use of the Software and Customer shall be responsible for ensuring that any such person complies with the provisions of this Agreement. Customer may not remove from the Software, or alter, any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software. Customer specifically agrees not to reverse engineer, decompile, disassemble, or reverse translate the Software or any part thereof.

3.5. Third Party Software. The Software may contain third party software, the use of which is governed exclusively by the applicable third party terms and conditions. By accepting this Agreement, Customer also agrees to accept and be bound by all such third party terms and conditions. QuantaDyn has no obligation with respect to any third party software.

4. INVOICES AND PAYMENT

4.1. Software License Fee. Upon execution of this Agreement, QuantaDyn shall invoice Customer for the Software License Fee. Customer shall pay the Software License Fee no later than the date specified on the Cover Sheet.

4.2. Consulting Services Fee. QuantaDyn shall invoice Customer for the Consulting Services Fee and any travel expenses incurred pursuant to Section 14.6 in accordance with the schedule set forth on the applicable Statement of Work. Customer shall pay all invoiced amounts within thirty (30) days of receipt of the invoice.

4.3. Support Services Fee. Support Services are provided in conjunction with the Software and payment for the Support Services is included in the Software License Fee for the first year of service only. After the first year of service, QuantaDyn shall invoice Customer for the Support Services Fee and any travel expenses incurred pursuant to Section 15.1 in accordance with the schedule set forth on the applicable

Maintenance Agreement.

4.4. Taxes. All fees set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes, including but not limited to sales, use, or excise taxes. Customer shall be responsible for the payment of all taxes (other than taxes on QuantaDyn's net income) incurred by Customer in connection with this Agreement.

4.5. Late Payment. QuantaDyn may charge interest at the rate of one and one-half percent (1.5%) per month, or at the highest rate allowed by law, whichever is less, from the date any unpaid invoiced amounts are due and payable, until paid in full.

5. INTELLECTUAL PROPERTY.

5.1. Software, Documentation and Updates. As between QuantaDyn and Customer, QuantaDyn and its licensors own and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Software, Documentation and Updates, including any portion(s) thereof. Except as otherwise provided in this Agreement, QuantaDyn hereby reserves all rights in the Software, Documentation and Updates, and Customer shall have only those rights in and to the Software, Documentation and Updates as are expressly granted to it under this Agreement.

5.2. Improvements. QuantaDyn shall have sole and exclusive ownership of all right, title and interest in any Improvements developed by either Party, and any and all Intellectual Property Rights with respect thereto.

5.3. Work Products. To the extent applicable, all Work Products that are works of authorship shall be deemed "works made for hire" within the meaning of the copyright laws of the United States and any similar laws of other jurisdictions, and Customer shall own all right, title and interest in and to such Work Products. Customer shall also own all right, title and interest in and to Work Products that are not so deemed "works made for hire." QuantaDyn agrees that it shall not claim that any Work Product is confidential information of QuantaDyn or that QuantaDyn otherwise has rights in or to such Work Product.

6. REPRESENTATIONS AND WARRANTIES

6.1. Mutual Representations. Each Party represents and warrants to the other Party that the execution, delivery and performance of this Agreement: (a) is within its corporate powers; (b) has been duly authorized by all necessary corporate action on such Party's part; and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such Party or by which it is bound.

6.2. Warranty. QuantaDyn represents, warrants, and covenants that the Software will operate substantially in accordance with the Documentation and specifications, as it exists at the time of delivery, for the Warranty Period, when the Software is used solely in accordance with that Documentation. QuantaDyn further represents and warrants that it has used commercially available virus-detection software to protect the Software from, and has not knowingly introduced into the Software, any viruses, worms, Trojan horses, web bugs, time bombs, "spyware," or other harmful or invasive code or

components. All warranties are personal to and intended solely for the benefit of Customer and do not extend to any third party. These limited warranties shall be void if failure of the Software to conform with the warranties has resulted from Customer or any third party's improper installation of the Software or any Updates, or modifications or changes to the Software or any Updates in any way beyond the scope of the customization options contained in the Software. As to any defects discovered after the Warranty Period, there is no warranty of any kind provided by QuantaDyn.

6.3. Disclaimer of Warranty. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE AND DOCUMENTATION, INCLUDING ANY UPDATES THERETO, ARE PROVIDED "AS IS," "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (a) ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, (b) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, CORRECTNESS, PRECISION, THOROUGHNESS, COMPLETENESS OR CONTENT OF INFORMATION, (c) ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (d) THAT THE SOFTWARE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, (e) THAT DEFECTS WILL BE CORRECTED IN A TIMELY MANNER OR AT ALL, (f) THAT ANY OF THE FEATURES OR FUNCTIONALITY ASSOCIATED WITH THE SOFTWARE WILL BE AVAILABLE AT ANY GIVEN TIME OR FOR ANY DURATION, (g) THAT ANY THIRD PARTY SOFTWARE IS OR WILL BE COMPATIBLE WITH THE SOFTWARE, (h) THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL MEET USERS' REQUIREMENTS, OR (a) THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION. QUANTADYN, ITS AFFILIATES, CONTRACTORS, LICENSORS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED.

6.4. Exclusive Remedies. For any breach of the warranties contained in Section 6.2 above, QuantaDyn's entire liability, and Customer's sole and exclusive remedy, shall be limited, at QuantaDyn's sole discretion, to: (a) repair, correction, or work-around for the non-conforming Software, (b) replacement of any defective media that does not meet the limited warranty, or (c) refund to Customer the fees paid to QuantaDyn for the use of the Software, or affected portion thereof, during the period that such program was not in compliance with the warranty.

7. INFRINGEMENT

7.1. Infringement Indemnity. QuantaDyn shall defend Customer from and against any third-party action based on a claim that the Software violates or infringes a U.S. patent or copyright, in each event subject to Section 7.2; provided that foregoing indemnification obligation shall not apply to the extent that such action arises out of or results from: (a) the modification of the Software, the Documentation or any

Updates by Customer or a third party; (b) the combination, operation or use of the Software in combination with any product, equipment or software not provided by QuantaDyn; or (c) in violation of the license terms or any other terms and conditions in this Agreement.

7.2. Indemnification Procedure. If seeking indemnification under Section 7.1, Customer shall: (a) provide prompt notice to QuantaDyn of the commencement of the action for which indemnification is sought; (b) fully cooperate with QuantaDyn in the defense and settlement of such action; (c) allow QuantaDyn to fully control the defense and settlement of such action; and (iv) comply with QuantaDyn's direction to cease using any Software that, in QuantaDyn's judgment, is likely to be ruled an infringement of a third party's Intellectual Property Rights.

7.3. Infringement Remedies. If a temporary or final injunction is obtained against Customer's use of the Software by reason of an infringement of a U.S. patent or copyright, Customer will, at its option and expense, either (a) procure for Customer the right to continue accessing and using the Software; (b) replace or modify the Software to make it non-infringing; or (c) terminate this Agreement and all licenses granted hereunder and refund to Customer the fees paid to QuantaDyn for the use of the Software.

8. LIMITATION OF LIABILITY

8.1. Limited Remedy. To the extent allowed by applicable law, in no event shall either Party be liable to the other Party or any third party for any loss of profits, loss of business, loss of use or data, or interruption of business, or for indirect, special, incidental, consequential, or punitive damages of any kind arising from or relating to this agreement or the subject matter hereof, even if such Party has been advised of the possibility of such damages, however caused.

8.2. Maximum Liability. EXCEPT FOR THE INTELLECTUAL PROPERTY COMPENSATION SET FORTH IN SECTION 7, QUANTADYN AND ITS LICENSORS' ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE), SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO QUANTADYN HEREUNDER IN THE IMMEDIATELY PRECEDING 12-MONTH PERIOD.

9. TERM; TERMINATION

9.1. Term. This Agreement shall commence on the Effective Date and shall remain in effect for the duration of the Term unless earlier terminated as provided herein.

9.2. Termination by Customer. Customer may immediately terminate this Agreement at any time by notifying QuantaDyn in writing.

9.3. Termination by QuantaDyn. If Customer defaults in any of its obligations under this Agreement, QuantaDyn, at its option, shall have the right to terminate this Agreement by written notice to Customer unless, within thirty (30) calendar days after written notice of such default, Customer remedies the default, or, in the case of a default which cannot with due

diligence be cured within a period of thirty (30) calendar days, Customer institutes within the thirty (30) day period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding the foregoing, QuantaDyn may immediately terminate this Agreement upon notice to Customer if Customer uses the Software in a manner that exceeds the scope of the license granted hereunder or breach any of the terms and conditions of this Agreement.

9.4. Effect of Termination. Upon the termination or expiration of this Agreement, Customer shall, at QuantaDyn's sole election, destroy or return to QuantaDyn the Software, Documentation, [any Updates,] and any Confidential Information, together with all copies thereof and all related materials, and the Customer shall certify the same to QuantaDyn. Termination of this Agreement by either Party: (a) shall not relieve Customer of its obligations to pay any amounts then due QuantaDyn and shall not entitle Customer to a refund of any amounts paid under this Agreement; (b) shall not act as a waiver of any breach of this Agreement; and (c) shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Neither Party's termination of this Agreement, nor any remedy sought by either Party in connection with this Agreement, shall be without prejudice to any other right or remedy that such Party may have at law or in equity. No termination of this Agreement shall relieve either Party of breaches occurring prior to the effective date of such termination. The provisions of Sections 1 ("Definitions"), 5 ("Proprietary Rights"), 7 ("Infringement"), 8 ("Limitation of Liability"), 9 ("Term; Termination"), 10 ("Confidential Information"), and 17 ("General Provisions") shall survive the expiration or termination of this Agreement.

10. CONFIDENTIAL INFORMATION

10.1. Use of Confidential Information. Customer shall not use Confidential Information for any purpose other than in accordance with this Agreement and shall not disclose Confidential Information to any person, except to its employees who are subject to a nondisclosure obligation comparable in scope to this Article 10 and who have a need to know such Confidential Information for the purpose of this Agreement and related internal purposes. Customer agrees to protect QuantaDyn's Confidential Information at all times and in the same manner as it protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Customer's obligations of confidentiality as set forth in this Article 10 shall survive the termination or expiration of this Agreement for a period of five (5) years.

10.2. Disclosure of Confidential Information. Notwithstanding Section 10.1, Customer may use for any purpose or disclose any material or information that it can demonstrate: (a) is or becomes publicly known through no act or fault of Customer; (b) is developed independently by Customer without reference to Confidential Information; (c) is known by Customer when disclosed by QuantaDyn, and Customer does not then have a duty to maintain its confidentiality; or (d) is rightfully obtained by Customer from a third party not obligated to preserve its confidentiality who did

not receive the material or information directly or indirectly from QuantaDyn. Customer also may disclose Confidential Information to the extent required by a court or other governmental authority, provided that Customer: (a) gives QuantaDyn advance written notice of the disclosure; (b) uses reasonable efforts to resist disclosing the Confidential Information; (c) cooperates with QuantaDyn on request to obtain a protective order or otherwise limit the disclosure; and (d) as soon as reasonably possible, provides a letter from its counsel confirming that such Confidential Information is, in fact, required to be disclosed.

10.3. Injunctive Relief. Customer acknowledges and agrees that its actual or threatened breach of this Article 10 would cause QuantaDyn irreparable injury for which it would not have an adequate remedy at law. In the event of a breach or threatened breach, QuantaDyn shall be entitled to seek injunctive relief in addition to all other remedies it may have at law or in equity.

10.4. Return or Destruction of Confidential Information. Upon QuantaDyn's request at any time or upon expiration or termination of this Agreement, Customer shall return all Confidential Information in its possession or under its control in accordance with QuantaDyn's directions and shall not thereafter retain any copies of Confidential Information of QuantaDyn.

11. U.S. GOVERNMENT END USERS

11.1. Commercial Computer Software. *This provision only applies to U.S. Government end users.* The Software, Documentation and Updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users (a) only as commercial items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein. The Software and Updates are provided with Restricted Rights, as such term is defined in 48 C.F.R. Part 252.227-7014(a)(14).

12. EXPORT CONTROLS

12.1. This Product is subject to all applicable export laws in accordance with the U.S. Export Administration Regulations and Licensee hereby agrees that neither the technical data nor the direct product thereof is intended to be shipped, either directly or indirectly to any embargoed countries nor used for or in support of any prohibited activities.

13. AUDIT

13.1. Customer shall keep accurate records of the number and location of copies of the Software made and distributed. Customer shall permit QuantaDyn or its designee to have access, from time to time upon reasonable advance notice to Customer, to Customer's relevant records and facilities to determine whether Customer are in compliance with the

provisions of this Agreement; provided, however, such audit or inspection shall be exercised so as not to interfere with the conduct of Customer's operations. Audits will be at the expense of QuantaDyn, unless the audit reveals a material breach of the Agreement by Customer, in which case the audit will be at the expense of Customer. For the avoidance of doubt, a material breach shall include exceeding the Total Users for any item of Software.

14. CONSULTING SERVICES

14.1. **Scope.** From time to time during the term of this Agreement, QuantaDyn and Customer may agree that QuantaDyn shall provide Consulting Services and/or Work Product in connection with a particular project. Each such agreement shall be embodied in a written agreement between the Parties in substantially the form of Exhibit A (a "Statement of Work"), and such Statement of Work shall include a detailed description of the requested Consulting Services and/or Work Product. All Consulting Services and Work Product shall be subject to the terms and conditions of this Agreement.

14.2. **Schedule.** QuantaDyn shall use commercially reasonable efforts to provide the Consulting Services in accordance with any schedule set forth in a Statement of Work. QuantaDyn reserves the right to change the schedule set forth in any Schedule of Work if its personnel are unable to perform the Consulting Services because of causes beyond QuantaDyn's reasonable control, including illness, resignation or weather. QuantaDyn will use commercially reasonable efforts to replace such personnel in a reasonable time frame in order to limit the impact on any schedule.

14.3. **Reporting.** From time to time, and at the reasonable request of Customer, QuantaDyn shall provide progress reports and other relevant information regarding QuantaDyn's performance of the Consulting Services to the Technical Contact.

14.4. **Cooperation.** QuantaDyn's performance depends on Customer's effective cooperation in connection with the Consulting Services. Customer will provide timely and sufficient access to appropriate data, information, and appropriately skilled Customer personnel, and prompt responses to QuantaDyn questions and requests. QuantaDyn may rely on the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation by QuantaDyn.

14.5. **Change Orders.** Either party may propose changes to a Statement of Work by submitting a written change order. Customer understands that a change to a Statement of Work may result in an adjustment to the associated Consulting Fees. A change order will not be effective until accepted in writing by both parties.

14.6. **Expenses.** Customer shall reimburse QuantaDyn and shall be invoiced for all out-of-pocket travel expenses, including airfare, ground transportation, lodging, and incidentals, associated with QuantaDyn's performance of the Consulting Services.

15. SUPPORT AND MAINTENANCE SERVICES

15.1. **Provision of Services.** QuantaDyn shall provide the following support and maintenance services (the "Support Services") during the Term: (a) All generally available Updates, which shall be made available to Customer in the same time

frame that such Updates are made available to any other licensee(s) of the Software; and (b) reasonable telephone and e-mail support during the hours of 9:00 a.m. to 8 p.m., Eastern time, Monday through Friday.

16. FEES.

16.1 The Fees shall be as set forth on page 1, the Cover Page. The Support Services are provided in conjunction with the Software and payment for the Support Services is included in the Software License Fee. Notwithstanding the foregoing, QuantaDyn reserves the right to charge its then-current hourly services rate for maintenance issues that could have been resolved by reference to the Documentation, installation of Updates, or arise from Customer's negligence, misuse of the Software, or issues relating to third party equipment and software.

17. GENERAL PROVISIONS

17.1. **Notices.** Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; (c) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a nationally recognized private industry express courier (e.g., Federal Express or DHL), with written confirmation of receipt. All notices shall be sent to the Technical Contact set forth on the Cover Page.

17.2. **Assignment.** This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law, or otherwise, by Customer without the prior written consent of QuantaDyn. Subject to the preceding sentence, the rights and liabilities of the Parties hereto are binding on, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. Any attempted assignment other than in accordance with this Section 17.2 shall be null and void.

17.3. **Governing Law; Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA), the application of which is hereby expressly excluded. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state courts in and for Arlington County, Virginia or, if there is federal jurisdiction, the United States District Court for the Eastern District of Virginia, and the Parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.

17.4. **Construction.** This Agreement has been negotiated by the Parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either Party.

17.5. **Waiver.** The failure or delay of QuantaDyn in enforcing any provision of this Agreement shall not be deemed a waiver of the right of QuantaDyn to enforce that or any other provision of this Agreement.

17.6. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the Parties. In such a situation, the Parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.

17.7. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. Neither Party, nor either Party's agents, have any authority of any kind to bind the other Party in any respect whatsoever, and the relationship of the Parties is, and at all times shall continue to be, that of independent contractors.

17.8. **Force Majeure.** Neither Party shall have any liability to the other due to a delay or failure to perform under this Agreement which results without fault or negligence on the part of the Party involved and which is due to causes beyond its control including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the state or federal government or any other act of state or federal government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. Each Party shall promptly notify the other in writing of any such delay and the cause thereof.

17.9. **Captions and Section Headings.** The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

17.10. **Counterparts.** This Agreement may be executed in one or more counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

17.11. **Amendments.** No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Solutions and Customer.

17.12. **Entire Agreement.** This Agreement is the final, complete and exclusive agreement between the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.

17.13. **No Third Party Beneficiaries.** Terms of this Agreement will not be enforceable by or create any right or cause of action for or on behalf of any person or entity other than QuantaDyn or Customer, except as otherwise provided herein.

EXHIBIT A

STATEMENT OF WORK

Customer Contact Information			
Technical Contact	<Name> <Address> <Telephone> <Fax> <E-mail>	Billing Contact	<Name> <Address> <Telephone> <Fax> <E-mail>
QuantaDyn Information			
Sales Contact	<Name> <Address> <Telephone> <Fax> <E-mail>	Account Manager	<Name> <Address> <Telephone> <Fax> <E-mail>

Consulting Services Information	
Description of Services	<Enter a brief description of services>
Description of Work Product	<Enter a brief description of the expected work product>
Performance Schedule	
Service Site(s)	<Site 1> <Site 2>
Service Fee	
Invoicing Schedule	