



MASTER SERVICES AGREEMENT

Company: [Company Name]

Contact: [Company Contact]

[Contact Title]

[Address Line 1]

[City, State, Zip]

[Contact Phone Number]

[Contact Email]

Contiem, Inc.

Contracts Administrator: Megan Blackwell

Director, Contracts and Business Management

180 Admiral Cochrane Drive, Suite 450

Annapolis, MD 21401

+1.410.858.4419

mblackwell@contiem.com

[Date]

This Master Services Agreement (the "Agreement") is entered into between Contiem, Inc. ("Contiem"), having a principal place of business at 180 Admiral Cochrane Drive, Suite 450, Annapolis, MD 21401 and [Company] ("Company"), having a principal place of business at [Company Address] as of the above printed ("Effective Date"). Contiem and Company are each referred to individually as a "Party," and collectively as the "Parties."

1. **Software and Services.** Company may license from Contiem certain software, engage Contiem to perform related services, and/or provide the design and development of technical documentation and training, from time to time, pursuant to the terms of this Agreement. The software and services will be more fully described in a License Order and/or Statement of Work (SOW) and/or Customer Care Package (each, individually, an "Order") issued hereunder. Changes to any Order shall be affected via a written amendment signed by both Parties. Contiem may perform services out of its various offices, including those located outside of the United States.
2. **Compensation; Timing.** Company will pay Contiem the fee set forth in each Order for the software and services provided as specified in such Order no later than thirty (30) days after Company's receipt of Contiem's invoice, to be generated by the close of each calendar month. If full invoice is not paid within 30 days, Contiem reserves the right to invoice an interest penalty of 1.5% per month until payment is received. Upon termination of this Agreement for any reason, Contiem will be (a) paid fees on the basis stated in the Order, (b) reimbursed for expenses that are incurred prior to termination of this Agreement and which are either expressly identified in an Order or approved in advance in writing by an authorized officer of Company, and (c) reimbursed immediately for the full remaining cost of any pass-through expenses that are incurred on behalf of Company as part of the software and/or services but cannot be cancelled or terminated. The Parties agree that any and all fees agreed to under any Order shall be considered reasonable and at a fair market value and shall not take into account business otherwise generated by Company.

Independent Relationship. Each Party is an independent entity, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment, or similar relationship.

3. **Intellectual Property Rights.**

- 3.1 **Contiem's Rights.** Company acknowledges that in developing and/or furnishing any work product or providing any services hereunder, Contiem may utilize software, source code, data, designs, methodologies, processes, tools, models, documentation, know-how and



other types of intellectual property ("IP") owned by Contiem as of the Effective Date (collectively "Contiem Background IP"). Contiem Background IP, and all rights therein including without limitation patents and copyrights, shall be owned by Contiem. Furthermore, unless specifically excluded in the Order, any IP conceived, created, modified and/or reduced to practice by Contiem in the performance of work hereunder ("Contiem Developed IP"), and all rights therein including without limitation patents and copyrights, shall be owned by Contiem. Contiem may use, disclose, reproduce, distribute, modify, make derivative works, sell, offer for sale, import, export and otherwise exploit Contiem Background IP and Contiem Developed IP (collectively "Contiem IP") for any purpose without restriction.

- 3.2 Company's Rights Company acknowledges that nothing in this Agreement shall be construed to confer upon Company by implication, estoppel, or otherwise, any rights in or to Contiem IP that are not expressly set forth herein. In the event any IP owned by Company as of the Effective Date ("Company Background IP") is furnished to Contiem hereunder, Company shall retain ownership of such Company Background IP and hereby grants Contiem a non-exclusive, royalty-free license to use, reproduce, modify and make derivative works of such Company Background IP in the performance of work under an Order.
- 3.3 Work for Hire. From time to time, as specifically enumerated in the Order, Contiem may provide Company with "Work for Hire". In these cases, as specifically stated in the relevant Order, Contiem may produce work product for Company where the work product is the sole and exclusive property of Company upon payment in full of all outstanding invoices owed to Contiem.
- 3.4 Disclosure of Contiem Resources. Company acknowledges that in developing and/or furnishing any work product or providing any services hereunder, Contiem may utilize offshore resources including but not limited to its wholly owned subsidiaries and partner organizations. Such subsidiaries and partners are held to Contiem's same ethics and compliance standards in Section 9.7.

4. Confidentiality.

- 4.1 Definition of Confidential Information. "Confidential Information" means (a) any and all technical and non-technical information of a confidential or proprietary nature disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), which may include without limitation: pending patent applications, trade secrets, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, equipment, algorithms, software programs, source code, data and formulae related to the current, future, and proposed products and services of the Disclosing Party, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, client lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and other information, and (b) any information that may be made known to the benefit of the services being performed that either Party has received from others and is obligated to treat as confidential or proprietary.
- 4.2 Nondisclosure and Nonuse Obligations. Except as permitted in this Section, the Receiving Party shall not use, disseminate or in any way disclose the other Party's Confidential



Information. The Receiving Party may use the other Party's Confidential Information solely to perform its obligations pursuant to an Order. The Receiving Party shall treat the other Party's Confidential Information with the same degree of care as it treats its own confidential information, but in no case less than reasonable care. Both parties certify that each employee having access to the other Party's Confidential Information will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to both parties under this Agreement. Both parties shall immediately give notice of any unauthorized use or disclosure of the Confidential Information. Each Party shall assist the other in remedying any such unauthorized use or disclosure of the Confidential Information. Each Party agrees not to communicate any information to the other in violation of the proprietary rights of any third party.

- 4.3 Exclusions from Nondisclosure and Nonuse Obligations. The obligations under Section 5.2 shall not apply to any Confidential Information that (a) was in the public domain at the time such Confidential Information was communicated to the Receiving Party, (b) enters the public domain subsequent to the time such Confidential Information was communicated to the Receiving Party, through no fault of the Receiving Party; (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated; or (d) was developed by the Receiving Party independently of and without reference to the other Party's Confidential Information. A disclosure of any Confidential Information by the Receiving Party (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice thereof to the other Party to seek a protective order or otherwise prevent such disclosure.
5. Ownership and Return of Confidential Information and Contiem Property. All Confidential Information and any materials (including, without limitation, documents, drawings, papers, models, apparatus, sketches, and designs) furnished to the Receiving Party by the Disclosing Party, whether or not delivered or made in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information, are the sole and exclusive property of the Disclosing Party or the Disclosing Party's suppliers. Within five (5) days after any request by the Disclosing Party, the Receiving Party shall destroy or deliver to Disclosing Party, all materials in its possession that contain or disclose any Confidential Information. Upon written request, Receiving Party will provide Disclosing Party a written certification of compliance with obligations under this Section.
6. Term and Termination.
 - 6.1 Term. This Agreement is effective as of the Effective Date set forth above and will terminate five (5) years from Effective Date unless terminated earlier as set forth below. This Agreement can be renewed upon the written consent of Contiem and Company.
 - 6.2 Termination. Either Party may terminate this Agreement with or without cause at any time, with termination effective thirty (30) days after delivery of written notice of termination. Upon early termination of this MSA, all active Service Orders shall be terminated as well. Company shall retain the ability to use purchased software through the valid term as indicated on corresponding License Order. Cost incurred by Contiem through date of



termination shall be owed immediately and any unearned portion of any previously paid fees shall be promptly returned to Company after any unpaid sums are reconciled. Upon expiration or termination of this Agreement, Contiem will no longer have the obligation to provide maintenance and/or customer care.

- 6.3 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Company shall pay Contiem for services performed under this Agreement as set forth in each then pending Order. The definitions contained in this Agreement and the rights and obligations contained in this Section and Sections 4 (Intellectual Property Rights), 5 (Confidentiality), 6 (Ownership and Return of Confidential Information and Contiem Property), 8 (Noninterference with Business) and 9 (General Provisions) will survive any termination or expiration of this Agreement.

7. Noninterference with Business.

- 7.1 No Hire; Non-Solicitation. During the term of this Agreement and for a period of one (1) year immediately following the termination of this Agreement, Company will not, directly or indirectly, on its own behalf or on behalf of any third party, (i) hire, seek to hire, target, recruit, solicit or induce, or attempt to induce, any employees of Contiem to terminate their employment with, or otherwise cease their relationship with, Contiem; or (ii) solicit, divert, reduce, take away, or attempt to divert, reduce or take away, the business or patronage (with respect to products or services of the kind or type developed, produced, marketed, furnished or sold by Contiem with which Company was substantively involved as defined by the Order(s) during the course of his, her or its engagement with Contiem under this Agreement) of any of Contiem's clients, or accounts, or prospective clients, clients or accounts, that were contacted, solicited or served by Company while engaged by Contiem. Company understands that in the event of a breach or threatened breach of this provision by Company, Contiem may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this provision, which shall be in addition to any other remedies available to it, as well as an award of attorneys' fees and costs to cover the expenses it incurs in seeking to enforce this provision.

- 7.2 Non-Competition. Company acknowledges that, in connection with its engagement by Contiem, it or its employees will be provided with access to and become familiar with confidential and proprietary information and trade secrets belonging to Contiem. Company further acknowledges and agrees that, Company and any of Company's partners, officers, employees, or consultants will treat such confidential and proprietary information and trade secrets belonging to Contiem in accordance with Section 5 and such information will not be used to directly compete with Contiem.

8. General Provisions.

- 8.1 Injunctive Relief. Breach of any obligations under Sections 4, 5, 6 and 8 of this agreement will result in irreparable and continuing damage for which money damages are insufficient, and Contiem shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).
- 8.2 Force Majeure. Contiem shall not be held responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the Contiem's reasonable control including, but not limited to, acts of God, fire, flood, war, riots, embargoes, strikes, lockouts, acts of terrorism, acts of any Government authority, failure of communication lines, power



failure, accidents or disruption of operations arising from causes not attributable to any mala fide acts of Contiem.

- 8.3 Use of Name and Logos. Contiem will have a non-exclusive, royalty-free right to use the name and logos of Company on the Contiem website and in business proposals.
- 8.4 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of delivery; (c) by electronic transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of delivery. Notice shall be sent to the addresses set forth above or to such other address as either Party may provide in writing.
- 8.5 Non-Assignment. Company may not assign any of its rights or obligations hereunder to any other person or entity without the prior written consent of Contiem.
- 8.6 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Maryland, without reference to conflict of laws principles.
- 8.7 Ethics and Compliance. Contiem has a serious commitment to ethics and compliance of regulations that set ethical standards while fulfilling each Order and for the duration of this services agreement including but not limited to Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), Foreign Corrupt Practices Act (FCPA), and European General Data Protection Regulation (GDPR).
- 8.8 Limitation of Liability. EXCEPT IN CASES OF MALICIOUS INTENT OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR GOODS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- 8.9 Disclaimer of Warranties. ANY WORK PRODUCT AND/OR SERVICES PROVIDED BY CONTIEM TO COMPANY HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND CONTIEM HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, CONTIEM HEREBY DISCLAIMS ANY WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, THAT ANY SOFTWARE PROVIDED BY CONTIEM TO COMPANY HEREUNDER WILL BE FREE OF VIRUSES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTIEM SHALL CREATE A WARRANTY.
- 8.10 Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.



- 8.11 Waiver; Modification. If either Party waives any term, provision or breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the other Party. No waiver by a Party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by either Party. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.
- 8.12 Electronic Signature. This Agreement and any Order hereto may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement and any Order hereto may be executed by facsimile or electronic signature and a facsimile or electronic signature shall constitute an original for all purposes.
- 8.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral.



Company and Contiem acknowledge their acceptance and agreement by executing in the space provided below:

[Company]

Contiem, Inc.

By *(Signature)*:

By *(Signature)*:

Name *(Print)*:

Name *(Print)*: Megan Blackwell

Title *(Print)*:

Title *(Print)*: Director, Contracts and
Business Management

Date Signed:

Date Signed:



END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY BEFORE USING CONTIEM SOFTWARE: This End-User License Agreement ("EULA") is a legal agreement between (a) the End-User ("Client") and (b) Contiem, Inc. ("Contiem") that governs Client's use of the Software, made available to Client by Contiem.

BY TAKING ANY STEP TO INSTALL OR USE THE SOFTWARE, CLIENT AGREES TO BE BOUND BY THE TERMS OF THIS EULA. IF CLIENT DOES NOT ACCEPT THE EULA TERMS, DO NOT USE CONTIEM SOFTWARE.

Definitions: Within this document:

- "Software" will refer to the proprietary software application or tool produced by Contiem. The term "Software" also includes without limitation the user interface, associated product documentation, and any third-party components made available to Client by Contiem.
- "Client" denotes the entity, its partners, affiliates, subsidiaries, and all their employees, contractors, or consultants who access the Software.
- "Contiem" denotes Contiem, Inc.

GRANT OF LICENSE. Contiem may grant Client a subscription and/or a perpetual, irrevocable, non-exclusive, non-transferable rights provided Client agrees to and comply with all terms and conditions of this EULA:

- **Use.** Pursuant to this agreement, Contiem grants Client the right to access and use the provided Software for Client business operations. Client will have the ability to search, browse, and view Client owned content in the Software. Client does not have the right to distribute the Software. Client agrees to only use the Software as expressly permitted herein.
- **Reservation of Rights.** The Software is licensed, not sold, to Client by Contiem. Contiem owns all right, title, and interest in and to the Software and reserves all rights not expressly granted to Client in this EULA, including, without limitation, all patent, copyright, trademark, and trade secret rights. Client agrees to refrain from any action that would diminish such rights.
- **Certified Provider.** Only providers authorized and certified by Contiem may develop and/or support Contiem software.

RESTRICTIONS. Client agrees not to: (a) copy or use the Software in any manner except as expressly permitted in this EULA; (b) transfer, sell, rent, lease, distribute, or sublicense the Software; (c) use the Software for providing time-sharing services, service bureau services or as part of an application services provider or software as a service offering for third parties; (d) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Software, in whole or in part, nor will Client use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage others to do so; (e) alter or remove any proprietary notices in the Software; (f) modify or create derivative works based upon the Software, or (g) allow unauthorized and/or uncertified providers to support Contiem software.

DATA PROTECTION. Contiem and Client agree to comply with Client obligations set forth under the General Data Protection Regulation (GDPR) 2016, as it applies to each of our activities under this EULA



and pertaining to the Software. Contiem will not share Client personal information to any third party except as required by law.

DISCLAIMER OF WARRANTIES. CLIENT AGREES THAT THE USE OF THE SOFTWARE IS AT THE CLIENT'S SOLE RISK AS TO SATISFACTORY QUALITY PERFORMANCE, ACCURACY AND EFFORT. Use of the Software may adversely affect the operation of other software and devices. To the maximum extent permitted under applicable law, the Software is offered on an "AS-IS" basis and Contiem does NOT warrant that the functions contained in the Software will meet Client requirements or that the operation of the Software will be uninterrupted or error free or that such errors will be corrected. Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware. Client should not use the Software for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property.

CONTIEM PROVIDES THE SOFTWARE "AS IS" AND WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES, ALL WITH REGARD TO THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTIEM SHALL CREATE A WARRANTY.

LIMITATION OF LIABILITY. Notwithstanding any damages that Client might incur, the entire liability of Contiem and any of its suppliers under any provision of this EULA and Client exclusive remedy for all of the foregoing shall be limited to the amount actually paid by Client for the Software. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTIEM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR THIRD PARTY HARDWARE USED WITH THE SOFTWARE, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA), EVEN IF CONTIEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Contiem shall not be held liable for any loss or damage caused by errors or omissions or resulting from any use, misuse, or alteration of the Software.

INDEMNITY. Each party hereby agrees to indemnify and hold the other party and its respective officers, directors, employees harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to the first party's violation of the terms and conditions of this Agreement, violation of any laws, regulations or third-party rights or negligent act, omission or willful misconduct.

COMPLIANCE WITH LAWS. Client shall comply with all export laws and regulations of the United States and other countries ("Export Laws") to ensure that the Software is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Client further agrees that Client will not use the Software for any purpose prohibited under applicable law.



GOVERNING LAW AND VENUE. This EULA will be governed by the laws of Maryland without regard for its choice of law provisions. All disputes arising out of or relating to this EULA will be submitted to the exclusive jurisdiction of the state or federal courts of Maryland, and each Party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

ENTIRE AGREEMENT. This EULA is the entire agreement between Client and Contiem relating to the Software and it supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or any other subject matter covered by this EULA.