

SCHEDULE A

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made as of the date last signed below between **ORock Technologies, Inc.**, a Delaware corporation with its principal place of business at 11921 Freedom Dr., Suite 1180, Reston, VA 20190 ("**ORock**"), and _____, a _____ having its principal place of business at _____ ("**Customer**").

1. Professional Services.

OROCK shall provide consulting, integration, implementation, design, development, architecture reviews and other work under the terms and conditions of this Agreement (the "**Services**"), as specified in one or more statements of work that OROCK and Customer may enter into from time to time (each, an "**SOW**").

2. Payment.

(A) Payment. In consideration of the Services rendered under this Agreement, Customer shall pay OROCK as set forth in each SOW. All payments hereunder are due net 30 days from invoice, unless otherwise agreed by the parties in writing. Overdue payments are subject to a finance charge of 1% per month (12% per year), plus all expenses incurred by OROCK in collecting such overdue amounts. Prices are exclusive of all taxes now in force or enacted in the future, and Customer shall pay such taxes, including without limitation withholding taxes, except for taxes imposed on OROCK's income. Customer is responsible for obtaining and providing to OROCK any certificate of exemption or similar document required to exempt Customer from any tax liability.

(B) Pre-Payments. If Customer pays OROCK for any Services under an executed SOW before OROCK performs such Services, then such pre-payments expire six months after the execution date of the applicable SOW. Customer may not apply the pre-payments towards another SOW, and all such pre-payments are non-refundable.

3. Ownership, Intellectual Property Rights and License.

(A) Work Product. "**Work Product**" means the deliverable materials, including documentation and customized software, delivered by OROCK to Customer under a SOW, excluding any of Customer's Confidential Information that may be included in such deliverables.

(B) Ownership of Work Product and Other Intellectual Property. Unless otherwise specified in the SOW, OROCK is the exclusive owner of all software (including the Work Product and revisions, modifications and enhancements thereto) and any other specifications, documentation, ideas, know-how, techniques, processes, inventions or other Intellectual Property that OROCK or its subcontractors may develop, conceive or deliver under this Agreement, including all patents, copyrights and other Intellectual Property rights thereto.

(C) License for Work Product. OROCK hereby grants, and Customer hereby accepts, a perpetual (unless terminated as set forth in Section 8(C)), non-exclusive, non-transferable, royalty-free license to use and modify the Work Product solely for Customer's internal business purposes. Customer may make a reasonable number of copies of the Work Product for backup, testing, disaster recovery or archival purposes only, so long as Customer also reproduces on such copies any copyright, trademark or other proprietary markings and notices contained on the Work Product and does not remove any such marks from the original.

(D) Restrictions on License for Work Product.

(1) Restrictions on Access, Copying and Sublicensing. Customer shall not cause or permit (a) access (except to its employees, agents and consultants with a "need to know" who are bound in writing by non-disclosure obligations suitable to protect OROCK's interests in the Work Product but no less restrictive than Customer's obligations herein), (b) copying (except as set forth in Section 3(C) above), or (c) sublicensing or other dissemination of the Work Product, in whole or in part, to any third party without OROCK's prior written consent.

(2) Third Party and Other Proprietary Software. If the Work Product contains or is bundled with third party software or other proprietary OROCK Software, then (a) such software is governed by OROCK's standard license agreement for such software or other applicable license agreement under which such software is provided to Customer, and (b) Customer may use such third party software or other proprietary OROCK Software solely for the purpose such software is included with the Work Product.

4. Warranty.

(A) Services Warranty. OROCK warrants that the Services it provides hereunder will be of a professional quality conforming to generally accepted industry standards and practices. If Customer discovers a deficiency in the Services, then Customer shall, within 30 days after completion of the deficient services, submit to OROCK a written report describing the deficiency in reasonable detail, and OROCK shall re-perform the deficient Services. If OROCK is unable to re-perform the Services, then, upon Customer's request, OROCK shall refund any payments that Customer has made for such Services.

(B) **WARRANTY DISCLAIMER**. OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 4, OROCK DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF SUCH EXPRESS LIMITED WARRANTIES IS RE-PERFORMANCE OR REFUND AS SET FORTH IN THIS SECTION 4.

5. Additional Obligations.

(A) Insurance. OROCK shall maintain, at its own expense, sufficient insurance to cover its performance of Services hereunder, including but not limited to workers' compensation insurance when required by law.

(B) OROCK Personnel. OROCK shall ensure that its employees and contractors performing the Services are reasonably qualified and experienced. OROCK shall use its best efforts to replace any OROCK employee or contractor that Customer reasonably requests to be replaced. OROCK conducts background investigations of all of its employees.

6. Limitation of Liability.

EXCEPT FOR SECTION 7, THE LIABILITY OF EACH PARTY AND ITS LICENSORS, SUPPLIERS AND SUBCONTRACTORS IS LIMITED IN ANY EVENT TO ACTUAL DIRECT DAMAGES TO THE EXTENT CAUSED SOLELY BY SUCH PARTY'S ACTS OR OMISSIONS, UP TO A MAXIMUM LIABILITY EQUAL TO THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES THAT DIRECTLY CAUSED SUCH DAMAGE. IN NO EVENT WILL EITHER PARTY OR ITS LICENSORS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. OROCK EXPRESSLY DISCLAIMS ALL LIABILITY ASSOCIATED WITH ANY THIRD PARTY OPEN SOURCE CODE INCLUDED IN THE WORK PRODUCT. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. Neither party shall bring any action, whether in contract or tort, including negligence, arising out of or in connection with this Agreement, more than two years after the cause of action has accrued.

7. Confidentiality.

(A) Confidential Information. As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to information that is confidential or proprietary to one another. All information disclosed by a party hereunder that (1) is in writing and marked with an appropriately restrictive legend indicating the confidential or proprietary nature of the information, (2) is disclosed orally and reduced to a writing marked with an appropriately restrictive legend promptly after the oral disclosure, or (3) by its nature or under the circumstances of its disclosure should reasonably be understood to be confidential is referred to herein as "**Confidential Information**." For avoidance of doubt, Customer shall treat the terms of this Agreement and each SOW as OROCK's Confidential Information. Customer agrees that it will not provide any personally identifiable information to OROCK.

(B) Obligations. The receiving party (1) shall hold all Confidential Information in confidence; (2) shall use the Confidential Information only for the purpose of performing its obligations under this Agreement; (3) shall reproduce the Confidential Information only to the extent necessary for such purpose; (4) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a need to know and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (5) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (4) above.

(C) Exceptions. The foregoing restrictions do not apply to Confidential Information that (1) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (2) was in the receiving party's lawful possession before the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (3) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (4) is independently developed by the receiving party without reference to or in reliance on the Confidential Information; or (5) the disclosing party agrees in writing

is free of such restrictions.

(D) **Irreparable Injury.** Each party acknowledges that any breach of the provisions of this Section 7 may result in serious and irreparable injury to the non-breaching party for which the non-breaching party cannot be adequately compensated. Each party agrees, therefore, that, in addition to any other remedy that the non-breaching party may have, the non-breaching party is entitled to seek both temporary and permanent injunctive relief.

8. Termination.

(A) **Termination.** This Agreement terminates upon the earliest of:

- (1) 30 days after written notice from one party to the other of the defaulting party's material breach of this Agreement, which breach is not cured within such 30-day period;
- (2) by either party for any reason or no reason 30 days after written notice to the other party;
- (3) by either party immediately upon written notice to the other party of a material breach of Sections 3 or 7; and
- (4) immediately upon written notice by either party to the other if the other party (a) becomes insolvent; (b) files a petition, or has a petition filed against it, under any Laws relating to insolvency, and the related insolvency proceedings are not dismissed within 60 days after the filing of such petition; (c) enters into any voluntary arrangement for the benefit of its creditors; (d) appoints, or has appointed on its behalf, a receiver, liquidator or trustee of any of such party's property or assets; or (e) ceases to carry on business in the ordinary course.

(B) **Survival.** Except as otherwise specified in Section 8(C) below, Sections 3, 4, 6, 7, 8(B), 8(C) and 9 survive any termination of this Agreement.

(C) **Effect of Termination for Breach.** If Customer materially breaches Section 3 above, then, in addition to any other available remedies, OROCK may terminate Customer's license to use the Work Product upon written notice to Customer, in which case Section 3(C) above shall become void and of no further force or effect. In such an event, promptly upon OROCK's request Customer shall, at OROCK's option, either return to OROCK, or destroy and certify in writing to OROCK that it has destroyed, the original and all copies, in whole or in part, in any form, of the Work Product and any other Confidential Information disclosed by OROCK hereunder.

9. General.

(A) **Export Laws.** The Work Product may subject to certain export control Laws and regulations that may restrict exports, re-exports and disclosures to foreign persons of cryptographic items. Performance of this Agreement is expressly made subject to any export Laws, regulations, orders or other restrictions imposed by any country or governmental entity on the Work Product or information relating thereto. Notwithstanding any other provision of this Agreement to the contrary, Customer shall not directly or indirectly import, export or re-export any Work Product or information pertaining thereto to any country or foreign person to which such import, export or re-export is restricted or prohibited unless Customer first secures, if applicable, an appropriate export license or other governmental approval. Customer unconditionally accepts full responsibility for compliance with these requirements.

(B) **Governing Law.** The validity, construction and performance of this Agreement shall be governed by the Laws of the State of Virginia. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration exclusively in Fairfax County, Virginia before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Either party may commence arbitration by providing to JAMS and the other party a written request for arbitration, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting an arbitrator from the JAMS panel of neutrals with legal and technology experience and in scheduling the arbitration proceedings. The parties agree to abide by and perform any award rendered by the arbitrator. The arbitrator shall issue the award in writing and therein state the essential findings and conclusions on which the award is based. The results of the arbitration shall be final and binding on the parties. Any arbitration award may be entered in any court in Fairfax County, Virginia. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration or other equitable relief which remedies and relief shall be sought exclusively from the courts of Fairfax County, Virginia. The Uniform Computer Information Transactions Act does not apply to this Agreement or to Orders placed under it.

(C) **Entire Agreement; Modification.** This Agreement and each SOW constitute the entire understanding between Customer and OROCK with respect to the subject matter hereof, and OROCK makes no representations to Customer except as expressly

set forth herein or in the SOW. In the event of a conflict between this Agreement and an SOW, the SOW governs. Terms and conditions set forth in any purchase order or other document provided by Customer to OROCK that differ from, conflict with, or are not included in this Agreement or SOW are not part of any agreement between OROCK and Customer unless specifically accepted by OROCK in writing. This Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of the parties hereto. The failure of either party, in any one or more instances, to enforce any of the terms of this Agreement shall not be construed as a waiver of future enforcement of that or any other term.

(D) Assignability. Neither party may assign this Agreement, or any of its rights or obligations hereunder, without the other party's written consent, which consent shall not be unreasonably withheld, except that OROCK may assign this Agreement to any of its Affiliates or subsidiaries or to a successor in the event of a merger, acquisition or sale of all or substantially all of its assets (including its stock), without Customer's written consent.

(E) Severability. If any provision of this Agreement is for any reason held illegal or unenforceable, then such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.

(F) Notice. All notices given by either party to the other party under this Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested, to the other party's General Counsel, at its address set forth above.

(G) Force Majeure. Neither party will be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of terrorism or war, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.

(H) Counterparts. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(I) Language. This Agreement has been drawn up in and shall be construed in accordance with the English language.

(J) Independent Contractors. The relationship between Customer and OROCK is solely that of independent contractors and not that of an agency, partnership, or joint venture. Neither party has the authority to represent or bind the other.

The undersigned hereby agree to the terms and conditions set forth herein, and in any schedule or exhibit attached hereto as indicated by the signatures of their duly authorized representatives below.

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____