

UNICOM GOVERNMENT, INC. PURCHASE ORDER TERMS AND CONDITIONS
Terms and Conditions for Professional Services Purchase Orders are located on pages 6-9.

1. ORDER ACCEPTANCE ENTIRE AGREEMENT ALTERATION

Except as provided for in Clause 20, CONFLICTING TERMS, these Terms and Conditions, when incorporated by reference into a purchase order, together with the specific terms and conditions and descriptive language contained in that purchase order, shall become a binding contract and shall constitute the entire agreement (hereinafter the "Order") between the parties with respect to the goods, services and/or deliverables purchased pursuant thereto. Seller shall be deemed to have accepted these terms and conditions upon acknowledgement, commencement of performance, or acceptance of payment, in whole or in part. Any modification, alteration, or condition of acceptance indicated by written acknowledgement or any purported change by course of conduct change(s) which conflicts with or adds or deletes terms and conditions of this Order, whether of material affect or not, is hereby rejected and shall not become a part of the Order unless a written purchase order amendment accepting such modification, alteration, or condition is executed.

2. PACKING SHIPPING EXTRAS

- (a) Unless otherwise specified herein, no charges for special handling will be honored (including but not limited to boxing, crating, bundling, dunnage, drayage, storage and other such charges) and all shipments are to be prepaid and allowed, FCA (Name of Destination). To the extent that specifications for shipment are not identified in this order, preservation, packaging, packing and routing shall be in accordance with best commercial practice which will permit securing lowest rates for safe, economical transportation and timely delivery. Sellers invoice shall separately identify shipping charges and have attached thereto the original or a copy of the receipted freight bill indicating that payment for shipment has been made. Invoices and bills of lading shall be sent to UNICOM Government within twenty four (24) hours after the date of shipment.
- (b) Seller shall route shipments in accordance with UNICOM Government's instructions and plainly mark UNICOM Government's purchase order number on all invoices, packages, bills of lading and shipping orders.
- (c) A packing list shall accompany each shipment showing: (1) UNICOM Government's purchase order number, (2) Shipper's name and address, (3) A general description of the articles contained therein including the quantity thereof, and (4) Location to which the articles are to be shipped.
- (d) In the event any individual shipment occurs in more than one container, each container shall be marked "1 of n, 2 of n, ...n of n", where n is the total number of containers in any such individual shipment.
- (e) Seller shall either reimburse UNICOM Government or accept a debit against his account for all expenses incurred by UNICOM Government as a result of improper packing, marking, shipment, or routing by Seller. (f) Unless otherwise specified herein, Seller will not insure or declare value on any shipment other than Parcel Post. All premium freight costs incurred by UNICOM Government or Seller beyond that specified by UNICOM Government shall be borne by Seller.

3. CHANGES

UNICOM Government shall have the right at any time, by formal purchase order amendment, to unilaterally make changes within the general scope of this order in any one or more of the following: (a) drawings, designs, specifications; (b) method of shipment or packaging; (c) place of delivery; (d) quantities of articles ordered; (e) the delivery schedule; and nothing in this clause shall excuse the Seller from proceeding without delay in the diligent pursuit of performance of this order as changed. Notice is herewith given and Seller agrees that UNICOM Government's employees have no authority to direct any change, except by formal purchase order amendment in writing and executed by UNICOM Government's authorized representative. UNICOM Government hereby disclaims any purported changes initiated by any other means.

4. COMPLIANCE WITH AND GOVERNING LAW

- (a) Seller covenants that, in performance hereof, it will comply with all applicable laws, rules, regulations or orders of the United States Government, or of any state or political subdivision thereof, including, without negatively implying exclusion of others, the applicable provisions of the Fair Labor Standards Act of 1938 (29 U.S.C. 201-209), as amended. Seller certifies that it has complied with the provisions of the Fair Labor Standards Act in performance of this order. Seller shall indemnify and save UNICOM Government, its officers, directors, employees and shareholders harmless from and against any claims, suits, damages, costs, and/or expenses arising out of its failure to fulfill this covenant.
- (b) Where not otherwise specifically provided for under this order, Seller agrees that the terms and conditions of sale controlling the rights, obligations, liabilities and performance as between the parties shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

5. TERMS OF PAYMENT

The Seller's right to payment is contingent upon UNICOM Government's approval and acceptance of articles delivered or services rendered all in accordance with the terms and specifications of this Agreement. Payment of the stipulated order price shall not be deemed UNICOM Government's final acceptance of the order. Payment shall be subject to subsequent adjustment for shortages and allowances for articles rejected. Unless otherwise stated on the face of the Order, all NET INVOICES will be paid on or about the forty fifth (45th) day, but not later than the sixtieth (60th) day following UNICOM Government's receipt of a correct invoice. Unless otherwise stated on the face of this Order, DISCOUNT INVOICES may be honored in accordance with discount terms offered. The date for calculation of any cash discount offered by the Seller shall commence as of the date of receipt of a correct invoice.

6. EXCUSABLE DELAYS & DEFAULTS

Neither party shall be liable for delay in delivery or default in furnishing articles or services hereunder, nor shall UNICOM Government be liable for failure to accept, if such failures are due to causes beyond the reasonable control and without the fault or negligence of the party otherwise responsible. Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. No cause shall constitute a basis for excusable delay unless notice in writing is provided within ten (10) calendar days after the cause of the delay became or should have become known to the party responsible.

7. INDEMNITY / INSURANCE

Seller shall indemnify and hold UNICOM Government, its officers, directors, employees and shareholders harmless from and against any liability, loss, damage or expense resulting from personal injury, death, or property damage arising from or in connection with Seller's performance of this Order. Unless more specific requirements are attached, Seller will maintain and provide evidence of such Public Liability, Property Damage, Employer's Liability and other applicable comprehensive insurance which is adequate in amount and scope of coverage to protect UNICOM Government hereunder and against any claims under applicable worker's compensation or other laws. Such insurance shall be primary insurance and shall not limit Seller's liability under this Order or otherwise.

8. USE OF INFORMATION

(a) BY UNICOM Government: Seller agrees that all information heretofore or hereafter furnished or disclosed to UNICOM Government by the Seller, in connection with the placing or filling of this Order, is furnished or disclosed as a part of the consideration for this Order, that such information is not, unless otherwise agreed to by UNICOM Government in writing, to be treated by UNICOM Government as the confidential or proprietary information of the Seller, and the Seller shall assert no claims (other than for patent, trademark, or copyright infringement) by reasons of any use or disclosure of such information by UNICOM Government, its assigns or its customers. No employee of UNICOM Government has the authority to make an agreement providing for the confidential treatment of, or limiting the use or disclosure of, information so furnished or disclosed, unless such agreement is made in writing and signed by an authorized officer of UNICOM Government.

(b) BY THE SELLER: Seller hereby agrees that all technical information contained in documents, drawings, publications, specifications, schedules and the like received from UNICOM Government for the performance of this Order is received in confidence and is the proprietary property of UNICOM Government, and that such information will not be transmitted, reproduced, used or disclosed to any person or organization by Seller without the express prior written approval of an authorized agent of UNICOM Government.

9. INVALIDITY REMEDIES WAIVER

(a) If any provision of this Agreement is found void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain valid and enforceable according to its terms.

(b) The rights and remedies herein reserved to UNICOM Government shall be cumulative and in addition to any other or further rights and remedies provided in law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code. UNICOM Government's failure to enforce any provision of this contract shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this agreement or any part thereof, or UNICOM Government's right thereafter to enforce each and every such provision, which shall remain in full force and effect.

10. PATENTS AND COPYRIGHTS

Seller agrees to indemnify and to save UNICOM Government, its officers, directors, agents, employees, shareholders, and vendees (mediate and immediate) harmless from any and all loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged infringement of any patent invention, design, trademark, or copyright arising from the purchase, use or sale of materials or articles required by this Order, except where such infringement or alleged infringement arises by reason of designs for such materials or articles originally furnished to Seller by UNICOM Government.

11. PRICE / PRICE ADJUSTMENT

If price is not stated in this Order, Seller shall invoice at the lowest prevailing market price. Prices shall include all sales and use taxes unless otherwise agreed in writing. No additional charges of any kind will be allowed unless authorized by an authorized representative of UNICOM Government in writing. UNICOM Government will not accept shipment at any increase in price above that indicated on this Order. Any price decrease announced by Seller for any product indicated on this Order shall automatically apply to this Order, provided any such decrease is announced before delivery occurs.

12. ASSIGNMENT

Neither this Order nor any duty or right under it shall be delegated or assigned by Seller without the prior written notice to and written consent of UNICOM Government, except that claims for monies due or to become due under this Order may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, by Seller without such consent. UNICOM Government shall be furnished with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claims which UNICOM Government may have against Seller. GT51 reserves the right to make settlements or adjustments in price, or both, with Seller under the terms of this Order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to assignee.

13. TAXES

The prices stated herein exclude all direct federal, and/or state and local taxes imposed on Seller by reason of the sale of goods furnished hereunder, and Seller shall set forth all applicable taxes as separate items on invoices to be paid by UNICOM Government unless UNICOM Government furnishes Seller with tax exemption certificates.

14. SETOFF

UNICOM Government shall be entitled at all times to set off any amounts owing, for any reason, at any time, from Seller to UNICOM Government against any amount payable at any time by UNICOM Government in connection with this Order.

15. DELIVERY

The delivery dates indicated by UNICOM Government for the articles, material, or work to be supplied under this Order are of the essence. Failure to deliver on the agreed date (and, when so indicated, the agreed time) shall be considered a breach of the contract. Except as otherwise specified herein, Seller shall ship partial orders and shall not ship in advance of requested delivery date. Shipments in excess of those authorized may be returned to Seller at Seller's expense for all handling and transportation costs related to such shipment.

16. WARRANTY

(a) **QUALITY:** Unless otherwise agreed to in writing by the parties, Seller warrants, in addition to all other warranties expressed or implied in law, that it has good and marketable title to all goods or deliverables furnished to UNICOM Government hereunder and that the same shall be (i) free from defects in material, workmanship, manufacture and design, (ii) free from any claim of any nature by any third party, including claims of infringement, (iii) merchantable, and (iv) provided in accordance with any applicable specifications, drawings, samples, prototypes or other requirements. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the articles and shall run to UNICOM Government, its successors, assigns and customers. Pending resolution of any question on warranty responsibility, Seller shall proceed diligently with the repair or replacement of items returned pursuant to this clause.

(b) **PATENTS:** Seller warrants that the sale, resale or use of the materials furnished hereunder will not infringe any patents, and Seller agrees to defend, protect and save harmless UNICOM Government, its successors, assigns, customers and users of its materials from all damages and expenses (including, without limitation, all legal fees and all expenses) resulting from any and all claims based on any such actual or alleged infringement.

17. CANCELLATION TERMINATION SUSPENSION

(a) Time is of the essence for this Order. As a result, UNICOM Government reserves the right at its option and without liability to the Seller, at any time, by written notice of default, to either cancel, terminate, or suspend this Order in whole or in part in the event of a breach of any material condition of the Seller's performance hereunder that is not cured within ten (10) calendar days after receipt of such notice or such longer period as may be authorized in writing by UNICOM Government. UNICOM Government may procure similar articles or services elsewhere, and Seller assumes the financial liability for any excess cost associated with such procurement, provided, however, that Seller shall not be liable for excess costs where the failure to perform is excusable as provided for in Clause 6 hereof. In addition, UNICOM Government may at any time cancel or suspend this Order, or any part thereof, by serving written notice upon Seller, specifying the extent and effective date of such cancellation, termination, or suspension. To the extent this Order is not cancelled, terminated or suspended under the provisions of this clause, the Seller shall continue performance. UNICOM Government's acceptance of performance, other than that specifically called for herein, with or without objection or reservation, shall not waive the right to claim damage for such breach nor constitute a waiver of the requirement for timely performance of any obligation remaining to be performed by Seller. Failure of UNICOM Government to enforce any right under this clause shall not be deemed a waiver of any subsequent

right hereunder. UNICOM Government's rights and remedies reserved under this clause shall not be exclusive, and are in addition to any other rights or remedies provided for by law or under this Order.

(b) Without affecting or otherwise limiting UNICOM Government's right to cancel, terminate, suspend or reject as set forth in (a) above, UNICOM Government may at any time terminate all or any part of this Order with no fees or penalties.

(c) In no event will UNICOM Government be liable for any damages caused by Seller's failure to perform Seller's responsibilities, or for any lost profits or other incidental or consequential damages, even if UNICOM Government has been advised of the possibility of such damage.

18. LITIGATION BETWEEN THE PARTIES

In the event of any litigation between the parties hereto to enforce any provision hereof or any right of any party hereunder, the prevailing party in such litigation shall be entitled to recover from the party the reasonable attorneys' fees and costs of suit reasonably incurred by that party. The validity and interpretation of the contract between the Seller and UNICOM Government, which shall include the terms and conditions of the Order, shall be determined in accordance with the laws of the Commonwealth of Virginia.

19. YEAR 2000 WARRANTY

Seller represents and warrants that all products supplied are Year 2000 compliant and shall indemnify UNICOM Government for any losses, including, but not limited to, attorneys' fees, associated with any and all breaches of this Year 2000 warranty.

20. CONFLICTING TERMS

In the event of any conflict between the terms of this Agreement and any other contract in effect between UNICOM Government and Seller, the terms of any such contract shall govern unless specifically amended in writing in the body of this Order, provided that any such existing contract is for a term of not less than twelve (12) months, and is not bid or proposal specific.

21. EMPLOYMENT AND PROCUREMENT PROGRAMS

(a) This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

(b) There are incorporated in this Order the following certifications by Seller and contract provisions as they apply to work performed under specific U.S. Government procurement contracts: 48 C.F.R. 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990) (if in excess of \$10,000); 48 C.F.R. 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1990) (if in excess of \$500,000); 48 C.F.R. 52.219-13, Utilization of Women-Owned Small Businesses (AUG 1986) (if in excess of \$25,000); 48 C.F.R. 52.220-3, Utilization of Labor Surplus Area Concerns (APR 1984) (if in excess of \$25,000); 48 C.F.R. 52.220-4, Labor Surplus Area Subcontracting Program (APR 1984) (if in excess of \$500,000); 48 C.F.R. 52.222-1, Notice to the Government of Labor Disputes (APR 1984); 48 C.F.R. 52.222-4, Contract Work Hours and Safety Standards Act Overtime Compensation (MAR 1986); 48 C.F.R. 52.222-21, Certification of Nonsegregated Facilities (APR 1984) (if in excess of \$10,000); 48 C.F.R. 52.222-26, Equal Opportunity (APR 1984); 48 C.F.R. 52.222-35, Affirmative Action for Special Disable and Vietnam Era Veterans (APR 1984) (if in excess of \$10,000); 48 C.F.R. 52.222-36, Affirmative Action for Handicapped Workers (APR 1984) (if in excess of \$2,500); 48 C.F.R. 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988) (if in excess of \$10,000); 48 C.F.R. 52.223-2, Clean Air and Water (APR 1984) (if in excess of \$100,000); 48 C.F.R. 52.223-5, Certification Regarding a Drug-Free Workplace (MAR 1989); 48 C.F.R. 52.223-6, Drug-Free Workplace (MAR 1989); 48 C.F.R. 52.225-3, Buy American Act-Supplies (JAN 1989); 48 C.F.R. 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984) (if in excess of \$25,000); and 48 C.F.R. 52.227-10, Filing of Patent Applications-Classified Subject Matter (APR 1984). These certifications by Seller and contract provisions shall have the same force and effect as if they were stated in their full text.

22. PRODUCT RETURNS

(a) UNICOM Government may return unused, unopened goods or deliverables to Seller without penalty. Returns will be shipped at UNICOM Government's expense and need not be accompanied by an Order. Seller will credit UNICOM Government's account in the amount of 100% of the price paid by UNICOM Government for such returned goods or deliverables or, in the event of prior termination of this Order, promptly issue a check to UNICOM Government. There will be no restocking fee charged to UNICOM Government. Any delay by Seller in approving return requests from UNICOM Government will extend the permitted time for UNICOM Government to return the particular units by the length of the delay.

(b) UNICOM Government may return to Seller at Seller's expense and Seller will accept any defective or damaged goods or deliverables not previously sold or marketed by UNICOM Government within one-hundred eighty (180) days of receipt by UNICOM Government. Additionally, UNICOM Government may return to Seller at Seller's expense and Seller will accept any defective or damaged goods or deliverables returned by UNICOM Government's customers within the terms of Seller's

warranty; UNICOM Government will have sixty (60) days from the date of receipt from such customer(s) to return each such goods or deliverables to Seller. Any such return need not be accompanied by an Order. Defective or damaged goods or deliverables need not be returned in unopened, unused form. Any such returns will result in Seller crediting UNICOM Government's account in the amount of the price paid by UNICOM Government for such returned goods or deliverables or, in the event of prior termination of this Order, promptly issuing a check to UNICOM Government.

23. CODE OF BUSINESS ETHICS AND CONDUCT COMPLIANCE

UNICOM Government expects all of our vendors to comply with the same Code of Business Ethics and Conduct and meet the same high standards to which we adhere for corporate ethics, procurement integrity, and business accountability. Vendors shall conduct themselves at all times with integrity and in full compliance with all applicable laws, regulations, and policies. Adherence to the Code is a material term of our agreement. Please review UNICOM Government's Code of Business Ethics and Conduct at: <http://unicomgov.com/about-unicom-government/ethics-program/>

UNICOM GOVERNMENT, INC PURCHASE ORDER TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (PS)

1. TASK ORDER ACCEPTANCE ENTIRE AGREEMENT ALTERATION

Except as provided for in clause 19, CONFLICT IN TERMS, these Terms and Conditions, when incorporated by reference into a purchase order, together with the specific terms and conditions and descriptive language contained in that purchase order, shall become a binding contract and shall constitute the entire agreement (hereinafter the "Task order") between the parties with respect to the goods, services and/or deliverables purchased pursuant thereto. Subcontractor shall be deemed to have accepted these terms and conditions upon acknowledgement, commencement of performance, or acceptance of payment, in whole or in part. Any modification, alteration, or condition of acceptance indicated by written acknowledgement or any purported change by course of conduct change(s) which conflicts with or adds or deletes terms and conditions of this Task Order, whether of material affect or not, is hereby rejected and shall not become a part of the Task Order unless a written amendment accepting such modification, alteration, or condition is executed.

2. CHANGES

UNICOM Government shall have the right at any time, by formal purchase order amendment, to unilaterally make changes within the general scope of this order in any or more of the following: (a) drawings, designs, specifications; (b) method of shipment or packaging; (c) place of delivery; (d) quantities of articles ordered; (e) the delivery schedule; and nothing in this clause shall excuse the Subcontractor from proceeding without delay in the diligent pursuit of performance of this Task Order as changed. Notice is herewith given and Subcontractor agrees that UNICOM Government's employees have no authority to direct any change, except by formal amendment in writing and executed by UNICOM Government's authorized representative. UNICOM Government hereby disclaims any purported changes initiated by any other means.

3. COMPLIANCE WITH AN GOVERNING LAW

(a) Subcontractor covenants that, in performance hereof, it will comply with all applicable laws, rules, regulations or orders of the United States Government, or of any state or political subdivision, thereof, including, without negatively implying exclusion of others, the applicable provisions of the fair Labor Standards Act of 1938 (29 U.S.C. 201 209), as amended. Subcontractor certifies that it has complied with the provisions of the Fair Labors Standards Act in performance of this order. Subcontractor shall indemnify and save UNICOM Government, its officers, directors, employees and shareholders harmless from and against any claims, suits, damages, costs, and/or expenses arising out of its failure to fulfill this covenant.

(b) Where not otherwise specifically provided for under this order, Subcontractor agrees that the terms and conditions of sale controlling the rights, obligations, liabilities and performance as between the parties shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

4. TERMS OF PAYMENT

The Subcontractor's right to payment is contingent upon UNICOM Government's approval and acceptance of articles delivered or services rendered all in accordance with the terms and specifications of this Agreement. Payment of the stipulated Task Order price shall not be deemed UNICOM Government's final acceptance of the Task Order. Payment shall be subject to subsequent adjustment for allowances for deliverables rejected. Unless otherwise stated on the face of the Task Order, all NET INVOICES will be paid on or about the forty fifth (45th) day, but not later than the sixtieth (60th) day following UNICOM Government's receipt of a proper invoice.

5. EXCUSABLE DELAYS & DEFAULTS/FORCE MAJEURE

Neither party shall be liable for delay in delivery or default in furnishing articles or services hereunder nor shall UNICOM Government be liable for failure to accept, if such failures are due to causes beyond the reasonable control and without the fault or negligence of the party otherwise responsible. Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather. No cause shall constitute a basis for excusable delay unless notice in writing is provided within ten (10) calendar days after the cause of the delay became or should have become known to the party responsible.

6. INDEMNITY/ INSURANCE

Subcontractor shall indemnify and hold UNICOM Government, its officers, directors, employees and shareholders harmless from and against any liability, loss, damage or expense resulting from personal injury, death or property damage arising from or in connection with Subcontractor's performance of this Task Order. Unless more specific requirements are attached, Subcontractor will maintain and provide evidence of such Public Liability, Property Damage, Employer's Liability, and other applicable comprehensive insurance which is adequate in amount and scope of coverage to protect UNICOM Government hereunder and against any claims under applicable worker's compensation or other laws. Such insurance shall be primary insurance and shall not limit Subcontractor's liability under this Task Order or otherwise.

7. CONFIDENTIAL INFORMATION

(a) BY UNICOM Government: Subcontractor agrees that all information heretofore or hereafter furnished or disclosed to UNICOM Government by the Subcontractor, in connection with the placing or filling of this Task Order, is furnished or disclosed as a part of the consideration for this Task order, that such information is not, unless otherwise agreed to by UNICOM Government in writing, to be treated by UNICOM Government as the confidential or proprietary information of the Subcontractor, and the Subcontractor shall assert no claims (other than for patent, trademark, or copyright infringement) by reasons of any use or disclosure of such information by UNICOM Government, its assigns or its customers. No employee of UNICOM Government has the authority to make an agreement providing for the confidential treatment of, or limiting the use or disclosure of, information so furnished or disclosed, unless such agreement is made in writing and signed by an authorized officer of UNICOM Government.

(b) BY THE SUBCONTRACTOR: Subcontractor hereby agrees that all technical information contained in documents, drawings, publications, specifications, schedules and the like received from UNICOM Government for the performance of this Task Order is received in confidence and is proprietary property of UNICOM Government, and that such information will not be transmitted, reproduced, used or disclosed to any person or organization by Subcontractor without the express prior written approval of an authorized agent of UNICOM Government.

8. INVALIDITY REMEDIES WAIVER

(a) If any provision of this Agreement is found void, invalid or unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms.

(b) The rights and remedies herein reserved to UNICOM Government shall be cumulative and in addition to any other or further rights and remedies provided in law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code. UNICOM Government's failure to enforce any provision of this contract shall not be construed to be a waiver of such provision, not in any way to affect the validity of this agreement or any part thereof, or UNICOM Government's right thereafter to enforce each and every such provision, which shall remain in full force and effect.

9. PATENTS AND COPYRIGHTS

Subcontractor agrees to indemnify and to save UNICOM Government, its officers, directors, agents, employees, shareholders, and Subcontractors (mediate and immediate) harmless from any and all loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged infringement of any patent invention, design, trademark or copyright arising from the purchase, use or sale of materials or deliverables required by this Task Order, except where such infringement or alleged infringement arises by reason of designs for such materials or articles originally furnished to Subcontractor by UNICOM Government.

10. PRICE/PRICE ADJUSTMENT

If price is not stated in this Task Order, Subcontractor shall invoice at the lowest prevailing market price. Prices shall include all sales and use taxes unless otherwise agreed in writing. No additional charges of any kind will be allowed unless authorized by an authorized representative of UNICOM Government in writing. UNICOM Government will not accept delivery at any increase in price above that indicated on this Task Order. Any price decrease announced by Subcontractor for any Services indicated on this Task Order shall automatically apply to this Task Order, provided any such decrease is announced before acceptance occurs.

11. ASSIGNMENT

Neither party may assign this Agreement or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party or entity, and this Agreement may not be involuntarily assigned or assigned by operation of law, without the prior written consent of the non-assigning party, such consent not to be unreasonably withheld. Either party may assign this Agreement as part of: (i) any transfer of 50% or more of its capital stock; or (ii) any transfer of all or substantially all of the assets of such party in a single transaction. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claims which UNICOM Government may have against Subcontractor. UNICOM Government reserves the right to make settlements or adjustments in price, or both, with Subcontractor under the terms of this Task Order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to assignee.

12. TAXES

As an independent contractor, Subcontractor is responsible for any local, state, federal or other taxes that maybe levied on Subcontractor's earnings under this Agreement, including social security and payroll taxes unless UNICOM Government furnishes Subcontractor with tax exemption certificates.

13. SETOFF

UNICOM Government shall be entitled at all times to set off any amounts owing, for any reason, at any time, from Subcontractor to UNICOM Government against any amount payable at any time by UNICOM Government in connection with this Task Order.

14. DELIVERY SCHEDULES

Unless otherwise specified in the Task Order, the Subcontractor shall submit/deliver all reports and other deliverables in accordance with the clause of this contract entitled "F.O.B. Destination, Within Consignee's Premises" (FAR 52.247-35). The deliverable due dates indicated by UNICOM Government, work to be Performed under this Task Order are of essence. Failure to perform on the agreed date (and when, so indicated, the agreed time) shall be considered a breach of the contract

15. WARRANTY

(a) **QUALITY:** Unless otherwise agreed to in writing by the parties, Subcontractor warrants, in addition to all other warranties expressed or implied in law, that it has good and marketable title to all goods/services or deliverables furnished to UNICOM Government hereunder and that the same shall be (i) free from defects in material, workmanship, manufacture and design, (ii) free from any claim of any nature by any third party, including claims of infringement, (iii) merchantable, and (iv) provided in accordance with any applicable specifications, drawings, samples, prototypes or other requirements. Such warranties, together with Subcontractor's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, any payment for the deliverables and shall run to UNICOM Government, its successors, assigns and customers. Pending resolution of any question on warranty responsibility, Subcontractor shall proceed diligently with the correction of the deliverables pursuant to this clause.

(b) **PATENTS:** Subcontractor warrants that the services furnished hereunder will not infringe any patents, and Subcontractor agrees to defend, protect and save harmless UNICOM Government, its successors, assigns, customers and users of its materials from all damages and expenses (including without limitation, all legal fees and all expenses) resulting from any and all claims based on any such actual or alleged infringement.

16. CANCELLATION, TERMINATION AND SUSPENSION

(a) Time is of the essence for this Task Order. As a result, UNICOM Government reserves the right at its option and without liability to the Subcontractor, at any time, by written notice of default, to either cancel, terminate, or suspend this Task Order in whole or in part in the event of a breach of any material condition of the Subcontractor's performance hereunder that is not cured within ten (10) calendar days after receipt of such notice or such longer period as may be authorized in writing by UNICOM Government. UNICOM Government may procure similar articles or services elsewhere, and Subcontractor assumes the financial liability for any excess cost associated with such procurement, provided, however, that Subcontractor shall not be liable for excess costs where the failure to perform is excusable as provided for in clause 5 hereof. In addition, UNICOM Government may at any time cancel or suspend this Task Order, or any part thereof, by serving written notice upon Subcontractor, specifying the extent and effective date of such cancellation, termination, or suspension. To the extent this Task Order is not cancelled, terminated or suspended under the provisions of this clause, the Subcontractor shall continue performance. UNICOM Government's acceptance of performance, other than that specifically called for herein, with or without objection or reservation, shall not waive the right to claim damage for such breach not constitute a waiver of the requirement for timely performance of any obligation remaining to be performed by Subcontractor. Failure of UNICOM Government to enforce any right under this clause shall not be deemed a waiver of any subsequent right hereunder. UNICOM Government's rights and remedies reserved under this clause shall not be exclusive, and are in addition to any other rights or remedies provided for by law or under this Task Order.

(b) Without affecting or otherwise limiting UNICOM Government's right to cancel, terminate, suspend or reject as set forth in (a) above, UNICOM Government may at any time terminate all or any part of this Task Order with no fees or penalties.

(c) In no event will UNICOM Government be liable for any damages caused by Subcontractor's failure to perform Subcontractor's responsibilities, or for any lost profits or other incidental or consequential damages, even if UNICOM Government has been advised of the possibility of such damage.

17. LITIGATION BETWEEN THE PARTIES

In the event of any litigation between the parties hereto to enforce any provision hereof or any right of any party hereunder, the prevailing party in such litigation shall be entitled to recover from the party the reasonable attorney's fees and costs of suit reasonably incurred by that party. The validity and interpretation of the contract between the Subcontractor and UNICOM Government, which shall include the terms and conditions of the Task Order, shall be determined in accordance with the laws of the Commonwealth of Virginia.

18. NON-COMPETE

The Subcontractor will not, directly or indirectly, whether on its behalf or on behalf of anyone else, solicit or accept Requests for Proposals or task orders, contracts, subcontracts, teaming agreements or purchase orders from any other prime or subcontractor to the Client under this Task Order, without express permission from UNICOM Government. UNICOM Government will permit the Subcontractor to compete for or perform such work only to the extent UNICOM Government views such actions as not in competition with UNICOM Government's Prime Contract. UNICOM Government will have the right to make such a determination in its sole discretion and without disclosure or documentation of its rationale. This restriction applies during the full term of this Agreement.

19. CONFLICTING TERMS

In the event of any conflict between the terms of this Agreement and any other contract in effect between UNICOM Government and Subcontractor, the terms of any such contract shall govern unless specifically amended in writing in the body of this Task Order, provided that any such existing contract is for a term of not less than twelve (12) months, and is not bid or proposal specific.

20. CODE OF BUSINESS ETHICS AND CONDUCT COMPLIANCE

In doing business with UNICOM GOVERNMENT, UNICOM GOVERNMENT expects all of our vendors to comply with the same Code of Business Ethics and Conduct and meet the same high standards to which we adhere for corporate ethics, procurement integrity, and business accountability. Vendors shall conduct themselves at all times with integrity and in full compliance with all applicable laws, regulations, and policies. Adherence to the Code is a material term of our agreement. Please review UNICOM GOVERNMENT's Code of Business Ethics and Conduct at:
<http://unicomgov.com/about-unicom-government/ethics-program/>

GENERAL TERMS AND CONDITIONS

This agreement is issued under a U.S. Government Prime Contract. Applicable clauses set forth below are incorporated by reference into this agreement with the same force and effect as if they were set forth in full text. A full copy of each clause may be obtained from the FAR web-site: <http://www.acquisition.gov/far>. The term FAR means Federal Acquisition Regulation, effective as of March 2005. The terms, "Contractor," "Government" and "Contracting Officer" as used in these clauses shall refer to the Subcontractor, UNICOM Government, and the UNICOM Government's Contract Negotiation Group, respectively. This agreement is between Subcontractor and UNICOM Government only and shall not be construed in any way to create a contractual relationship between Subcontractor and the U.S. Government. The Subcontractor shall not appeal directly to the U.S. Government without the written consent/concurrence of UNICOM Government's Contract & Legal Department.

The Subcontractor further agrees to ensure that Federal regulations, Policies and Procedures, to include, but not limited to, the following FAR clauses are incorporated in subsequent subcontract awards:

48 CFR Ch.1, Part 31.2, Contracts with Commercial Organizations
Section 508 Electronic and Information Technology Accessibility Standards, found at: <http://www.section508.gov>

The website for the Code of Federal Register is www.access.gpo.gov/nara/cfr/cfr-table-search.html

If any of the following clauses or provisions are not applicable to this subcontract by their terms, they shall be self-deleting.

If any of the following clauses or provisions are not applicable to this subcontract by their terms, they shall be self-deleting.

THE FOLLOWING CLAUSES APPLY TO ALL AGREEMENTS:

FAR	CLAUSE TITLE
52.202-1	Definitions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.204-2	Security Requirements (only for order that involves access to classified information)
52.204.11	American Recovery and Reinvestment Act—Reporting Requirements
52.211-5	Material Requirements
52.211-11	Liquidated Damages - Supplies, Services, or Research and Development
52.211-15	Defense Priority and Allocation Requirements
52.211-16	Variation in Quantity
52.211-17	Delivery of Excess Quantities
52.213-4	Terms and Conditions - Simplified Acquisition (Other Than Commercial Items)
52.215-8	Order of Precedence - Uniform Contract Format
52.215-10	Price Reduction for Defective cost or Pricing Data (only when price or pricing data are required)
52.215-11	Price Reduction for Defective cost or Pricing Data – Modifications (only when FAR 52.215-10 is not applicable)
52.215-12	Subcontractor Cost or Pricing Data (only when Cost or Pricing data are required)
52.215-13	Subcontractor Cost or Pricing Data – Modifications (only when FAR 52.215-12 is not applicable)
52.222-3	Convict Labor
52.222-19	Child Labor - Cooperation with Authorities and Remedies
52.222-54	Employment Eligibility Verification
52.224-1	Privacy Act Notification
52.225-13	Restrictions on Certain Foreign Purchases
52.227-13	Patent Rights - Acquisition by the Government
52.227-14	Rights in Data - General
52.227-17	Rights in Data - Special Works
52.228-5	Insurance – Work on a Government Installation
52.232-1	Payments
52.232-12	Advance Payments
52.233-1	Disputes, Alternate I

52.242-15	Stop-Work Order (currently 120 days), Alternate I
52.242-17	Government Delay of Work
52.243-1	Changes - Fixed Price
52.244-2	Subcontracts
52.244-6	Subcontracts for Commercial Items/Components
52.247-27	Contract Not Affected By Oral Agreement
52.247-34	F.O.B Destination NOV 1991
52.247-35	F.O.B. Destination, within Consignee's Premises APR 1984
52.247-63	Preference for US Flag Air Carriers (apply to international air transportation)
52.249-2	Termination for Convenience of the Government (Fixed-Price)
52.249-14	Excusable Delays

DFARS	CLAUSE TITLE
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country
252.223-7001	Hazard Warning Labels
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying Country Sources As Subcontractors
252.225-7033	Waiver of United Kingdom Levies
252.225-7036	Buy American Act – Free Trade Agreements – Balance of Payments Program
252.227-7013	Rights in Technical Data – Non-Commercial Items
252.227-7014	Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid and Proposal Information
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering or Technical Data or Computer Software
252.227-7030	Technical Data – Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7039	Patents – Reporting of Subject Inventions
252.231-7000	Supplemental Cost Principles
252.239-7016	Telecommunication Security Equipment, Devices, Techniques and Services
252.243-7001	Pricing of Contracts Modifications
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
252.245-7001	Reports of Government Property (MAY 1994)
252.246-7001	Warranty of Data

THE FOLLOWING CLAUSES APPLY TO AGREEMENTS FOR SERVICES

FAR	CLAUSE TITLE
52.222-41	Service Contract Act
52.232-7	Payments under Time & Materials/Labor Hours Contract
52.243-1	Changes – Fixed Price Services, Alternate II
52.243-3	Changes – Time & Materials/Labor Hours
52.246-4	Inspection of Services – Fixed Price
52.246-5	Inspection of Services - Cost-Reimbursement
52.246-6	Inspection – Time & Materials/Labor Hours
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria.
52.246-20	Warranty of Services
52.226-2	HBCU and Minority Institution Representations

THE FOLLOWING CLAUSES APPLY TO AGREEMENTS THAT EXCEED \$10,000

FAR	CLAUSE TITLE
52.209-6	Protecting Government's Interest when Subcontracting with Contracts Debarred, Suspended or Proposed for Debarment
52.222-20	Walsh-Healy Public Contracts Act
52.222-21	Prohibition of Segregated Facilities
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-36	Affirmative Action for Workers With Disabilities
52.246-2	Inspection of Supplies – Fixed Price
52.246-3	Inspection of Supplies – Cost Reimbursement

THE FOLLOWING CLAUSES APPLY TO AGREEMENTS THAT EXCEED \$25,000

FAR	CLAUSE TITLE
52.222-35	Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans

THE FOLLOWING CLAUSES APPLY TO AGREEMENTS THAT EXCEED \$100,000

FAR	CLAUSE TITLE
52.203-2	Certificate of Independent Price Determination
52.203-3	Gratuities
52.203-6	Restriction on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Printed or Copied Double-Sided on Recycled Paper
52.209-5	Certification Regarding Responsibility Matters
52.215-2	Audit and Records – Negotiation
52.215-14	Integrity of Unit Prices
52.216-6	Price Re-determination – Retroactive
52.222-2	Payment for Overtime Premiums
52.223-6	Drug-Free Workplace
52.223-13	Certificate of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent & Copyright Infringement
52.229-3	Federal, State, and Local Taxes
52.229-6	Taxes – Foreign Fixed-Price Contracts
52.232-17	Interest
52.244-5	Competition in Subcontracting
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies - Fixed Price
52.246-23	Limitation of Liability
52.246-25	Limitation of Liability – Services
52.248-1	Value Engineering (except as specified in FAR 48.201 (a))
52.249-1	Termination of Convenience for the Government (Fixed Price) (Short Form)
52.249-8	Default (Fixed-Price Supply and Service)

DFARS	CLAUSE TITLE
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies
252.211-7000	Acquisition Streamline
252.225-7012	Preference for Certain Domestic Commodities
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.247-7023	Transportation of Supplies by Sea

THE FOLLOWING CLAUSES APPLY TO AGREEMENTS THAT EXCEED \$500,000

FAR	CLAUSE TITLE
52.203-14	Display of Hotline Poster(s) (for Subcontracts that exceed \$5,000,000.00).
52.219-9	Small Business Subcontracting Plan

DFARS	CLAUSE TITLE
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)
252.249-7002	Notification of Anticipated Contract Termination or Reduction

Drug Trafficking

UNICOM Government and/or the US Government reserve the right to terminate this purchase order/subcontract to demand a refund or take other appropriate measures if the vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

Terrorism E.O. 13224

Vendor agrees and certifies to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. (E.O. 13224 text provided and also available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>)

Note: The attachment does not include 'Names of Those Designated' after 23 September 2001; therefore, you are required to obtain the updated list at the time of procurement of goods or services. The updated list is available at: <http://treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html>