



Purchase Order No. _____

Agreement for Support Services

This Order constitutes Buyer's offer to purchase the services, material and articles, all of which are herein called "services" described elsewhere in this Order, in accordance with its provisions which include the provisions set forth on the face of this Order, the provisions attached hereto, and the provisions incorporated herein by reference. Acceptance of this Order is expressly limited to the provisions hereof. Signing and returning the acknowledgment copy of this Order or, in any event, delivery or performance in whole or in part of the articles to be furnished hereunder shall constitute acceptance of this Order.

1. **Scope of Services**

During the term of this Order, Seller shall furnish the services set forth in the Schedule, attached hereto and made a part hereof. Such services shall be performed by individuals as employees of Seller, an independent contractor, and not as employees of Buyer. If the services are to be performed on Buyer's premises, Seller's employees shall abide by all rules established by Buyer. If the services are to be performed at a Government installation or an installation of a third party, Seller's employees shall abide by all rules established by Buyer and/or the Government/third party.

2. **Billing and Payment**

- 2.1 As compensation for services to be performed by Seller hereunder, Buyer shall pay Seller at the rates set forth in the Schedule and to the extent, if any, expressly provided for in the Schedule, reimbursements for certain costs, such as travel expenses incurred in the performance of services hereunder.
- 2.2 Seller shall bill Buyer at monthly intervals, or as otherwise specified in the Schedule.
- 2.3 Each invoice submitted by Seller will:
 - (a) Provide complete supporting detail, including name(s) of person(s) who performed services, dates of services, hours or days worked and billing rates; and
 - (b) Identify task and completion date if this Order is based upon a fixed sum payment; and
 - (c) Be accompanied by (i) an itemized listing of amounts claimed, (ii) pertinent information relative to the expenses, and (iii) receipts, to document the expenses when reasonably available.
- 2.4 Seller shall not take any action hereunder that could cause the amount for which Buyer would be obligated to Seller to exceed the sum of \$ _____. Seller shall advise Buyer in writing when the cumulative billable value of fees for services and authorized expenses, if any, are equal to seventy-five percent (75%) of the aforesaid sum. Notwithstanding any other provisions of this Order, Buyer shall not be obligated to pay to Seller any amount in excess of the aforementioned sum, provided, however, that this sum may be increased from time to time by Buyer in writing.

3. **Release of News Information and Advertising**

Seller shall not, without the prior written consent of Buyer: (a) make any news release, public announcement, denial, or confirmation of all or any part of the subject matter of this Order, or (b) in any manner advertise or publish the fact that Buyer has placed this Order.

4. **Assignment and Subcontracting**

Neither this Order nor any rights or obligations herein may be assigned by Seller nor may Seller subcontract in whole, or substantially in whole, the performance of its duties hereunder without, in either case, Buyer's prior written consent. The terms and conditions of this Order shall bind any permitted successors and assigns of Seller. Any consent by Buyer to assignment shall not be deemed to waive Buyer's right to recoupment and/or set off of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters with Seller without notice to permitted successors and assigns.

5. **Termination**

Buyer shall have the right to terminate this Order or any part thereof at any time:

- (a) Without Cause – In case of termination by Buyer of all or any part of this Order without cause, any termination claim must be submitted to Buyer within sixty (60) days after the effective date of termination. The provisions of this subparagraph shall not limit or affect the right of Buyer to terminate this Order for cause and shall not apply to a termination for cause.
- (b) For Cause – If Seller fails to make delivery in accordance with the agreed delivery date or schedule or otherwise fails to observe or comply with any of the other instructions, terms, and conditions or warranties applicable to this Order or fails to make progress so as to endanger performance of this Order or in the event of any proceedings by or against Seller in bankruptcy or insolvency or appointment of receiver or trustee or an assignment of the benefit of creditors, Buyer may, in addition to any other right or remedy provided by this Order or by law, terminate all or any part of this Order by telegraphic or other written notice to Seller without any liability by Buyer to Seller on account thereof. Buyer may require a financial statement from Seller at any time during the term of this Order for the purpose of determining Seller's financial responsibility. In the event of termination for cause, Buyer may produce or purchase or otherwise acquire articles elsewhere on such terms or in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any excess cost or other expenses incurred by Buyer.

6. **Changes**

Buyer, within the general scope of this Order, may, at any time, by written notice to Seller, issue additional instructions, require additional services or direct the omission of services covered by this Order. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

7. **Notices**

Any notice or order provided for in this Order shall be considered as having been given (i) to Buyer if mailed by certified mail, postage prepaid to United Space Alliance, LLC, _____, Attention: _____, or (ii) to Seller if mailed by certified mail, postage prepaid to _____, Attention: _____.

8. **Compliance with Laws**

To the extent applicable hereto, Seller shall in the performance of this Order comply with: The Fair Labor Standards Act of 1938 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); laws prohibiting the use of convict labor; all other applicable federal, state and local laws; and all regulations and orders issued under any applicable law. Seller shall notify Buyer immediately if Seller's work for Buyer becomes the subject of a Government audit or investigation. Seller shall promptly notify Buyer if Seller is indicted, suspended or debarred. Seller represents that Seller has not been convicted of fraud or any other felony arising out of a contract with the Department of Defense, as described in more detail in 10 U.S.C. 2408.

Seller is aware of the requirements of the Byrd Amendment, Section 319 of P.L. 101-121. In carrying out the work required hereunder, Seller agrees not to make any communication to or appearance before any person in the Executive or Legislative branches of the Federal Government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any Federal contract for the benefit of Buyer. Seller may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award to Buyer of a Federal contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Seller's professional or technical discipline.

9. **Insurance, Indemnity and Liability**

Seller shall carry Workers' Compensation Insurance. Additionally, Seller shall carry Comprehensive General Liability Insurance (including Products, Contractual, and Automobile Liability) in such form as to protect Seller and Buyer, its Advisory Board and members thereof, officers, employees and agents of Buyer as additional insureds from any claims or damages for bodily injury, including death, and any damage to property which may arise from acts or omissions of Seller under this Order. Prior to or simultaneous with the start of any of the services required to be furnished hereunder, Seller shall furnish Buyer with a certificate of insurance evidencing limits not less than \$1,000,000 combined single limit per occurrence for bodily injury (including death) and property damage. Additionally, said certificate must contain the following statement: "United Space Alliance, LLC, its Advisory Board and members thereof, officers, employees and agents are additional insureds." Such insurance shall be primary and noncontributing to any insurance maintained or obtained by Buyer and shall not be canceled or materially reduced without thirty (30) days prior written notice to Buyer. Seller agrees to waive any rights of subrogation Seller or Seller's insurers may have against Buyer under the applicable Workers' Compensation Law.

Seller hereby indemnifies and holds Buyer, its Advisory Board and members thereof, officers, employees and agents harmless from and against any and all claims, actions, or demands against Buyer, its Advisory Board and members thereof, officers, employees and agents, and any and all damages, liabilities, or expenses, including counsel fees, for injury to or death of any person and for loss or damage to any and all property, arising out of the acts or omissions of Seller under this Order.

10. **Warranty & Standards**

Seller warrants that all services performed hereunder shall be performed by employees or agents of Seller who are experienced and skilled in their professional and in accordance with industry standards. Seller further warrants that all services performed under this Order, at the time of acceptance, shall be free from defects in workmanship and conform to the requirements of this Order. Buyer shall give written notice of any defect or nonconformance to Seller within one year from the date of acceptance by Buyer. Buyer may, at its option, either (a) require correction or reperformance of any defective or nonconforming services, or (b) make an equitable adjustment in the price of this Order. If Seller is required to correct or reperform the services, such correction or reperformance shall be at Seller's expense. Any services corrected or reperformed shall be subject to this article to the same extent as services initially performed. If Seller fails or refuses to correct or reperform, Buyer may correct or replace with similar services and charge Seller for any cost to Buyer or make an equitable adjustment in the price of this Order.

11. **Records**

Buyer shall, until the expiration of three (3) years after final payment under this Order, have access to and the right to examine any directly pertinent books, documents, papers and records involving transactions related to this Order.

12. **Evidence of Citizenship or Immigrant Status**

In compliance with its obligations under contracts with the United States government, Buyer may be required to obtain information concerning citizenship or immigrant status of subcontractor personnel entering the premises of Buyer. Seller agrees to furnish this information before commencement of work and at any time thereafter before substituting or adding new personnel to work on said premises. Information submitted by Seller shall be certified by an authorized representative of Seller as being true and correct.

13. **Rights In Intellectual Property**

All information, inventions, software, databases, works of authorship, and data, regardless of form, generated in performance of or delivered under this Order (collectively "Work Product") shall be the sole property of Buyer. For purposes of copyright law, all Work Product shall be regarded as a "work for hire." In the event such Work Product may be ineligible for treatment as a work for hire or that copyright in such Work Product does not vest in Buyer by law, Seller hereby assigns all right, title and interest in the same to Buyer. If Seller provides professional services and regularly uses its own software systems to perform such professional services, then ownership of improvements to such software systems made by Seller during performance, and unrelated to and not dictated by Buyer's business needs and information, shall be retained by Seller. Buyer shall, however, enjoy a fully paid-up, royalty-free, unrestricted, world-wide, irrevocable, nonexclusive license to practice such improvements. Improvements to such systems derived from Buyer or dictated by Buyer's business needs or information shall be owned by Buyer pursuant to the terms herein.

Any information provided to Seller by Buyer shall be and remain the sole property of Buyer. Seller agrees to keep all Buyer's information and any Work Product confidential and agrees not to disclose or use it for any purpose other than in performing this Order, except with Buyer's prior written approval.

All information, software, databases, works of authorship, and data, regardless of form, previously authored, developed or created by Seller prior to entering into this Order and used in connection with this Order shall be and remain the sole property of the Seller, with the proviso that Buyer is licensed to provide the same to its customers and to use, sell, copy, display, perform and create derivative works of any materials included with or incorporated in anything delivered by Seller to Buyer in connection with this Order.

Seller hereby assigns to Buyer the entire right, title, and interest, worldwide, in any invention conceived or first actually reduced to practice in performing this Order. Seller hereby grants to Buyer a fully paid-up, royalty-free, unrestricted, world-wide, irrevocable, nonexclusive license to make, use, sell and offer for sale any invention which is not conceived or first actually reduced to practice in performing this Order, but which is described, necessary for full use and enjoyment of, or incorporated in anything delivered by Seller to Buyer in connection with this Order.

For inventions conceived or first actually reduced to practice under this Order, Seller shall furnish Buyer with notice and information sufficient for Buyer to file and prosecute patent applications, and Seller will cooperate in executing all documents incident to such filing and prosecution. In connection with the licenses granted under this Order, Seller shall furnish any information, data or code necessary to enable Buyer to use and fully enjoy such license(s). Final payment shall not be due hereunder until after receipt by Buyer of such complete invention information, or certification that there is no such information, and receipt of all deliverables.

If this Order is placed under a Government contract and is not for a Commercial Item as defined in and governed by Federal Acquisition Regulation (FAR) Part 12, the Patent and Data Rights provisions of such contract attached hereto, shall be the governing provisions.

14. **Infringement Indemnity**

Seller hereby indemnifies Buyer, its successors, assigns, agents, customers, and users of any Work Product against loss, damage, or liability, including costs and expenses and attorneys' fees, which may be incurred on account of any suit, claim, judgment, or demand involving infringement or alleged infringement of any intellectual property rights in the manufacture, use, or disposition of any Work

Product hereunder, provided Buyer shall notify Seller of any suit instituted against it, and to the full extent of its ability to do so, shall permit Seller to participate in the defense of the same or to make settlement in respect thereto. Buyer does not grant indemnity to Seller for infringement of any intellectual property rights, including patent, trademark, copyright, trade secret, trade mark, mask works, or data rights.

15. **U.S. Export Control Laws and Regulations**

Seller agrees to comply fully with all applicable U.S. laws and regulations as they may apply to the export of any hardware, software, defense service or technical data (collectively "data") provided by, through or with the cooperation of Seller in the performance of this Order in the U.S. or abroad, or under any export license or exemption issued to Buyer. Seller agrees that it will not permit the re-export of data, including to foreign nationals employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers without the prior written consent of Buyer and under authority of an export license or applicable license exemption.

Information furnished to Seller under this solicitation/Order may contain technical data as defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Seller is advised and hereby acknowledges that such technical data may not be exported, disclosed or transferred to any foreign person, as defined in the ITAR at 22 CFR 120.16, without first complying with all requirements of the ITAR (22 CFR 120-130) including requirements for obtaining any required export authority. If such technical data is marked as ITAR controlled, Seller shall be responsible and liable for any and all claims, liabilities and expenses to the extent that the claims, liabilities and expense are a direct result of Seller's failure to comply with the export laws and regulations of the United States.

16. **Confidentiality**

Seller shall preserve as confidential all information pertaining to Buyer's business and all technical and proprietary information obtained from Buyer and/or from authorized representatives of Buyer in the performance of this Agreement. Seller further agrees that any data and/or information generated or delivered in the performance of this Order and any information and/or data furnished by Buyer and/or said representatives shall (1) be kept in confidence and not be disclosed to third parties without the prior written approval of Buyer, and (2) shall not be used in the production, manufacture, maintenance, repair or design of any article or material, except as otherwise provided herein, without Buyer's prior written consent, and this obligation, Seller agrees, shall survive the termination or expiration of this Order.

Seller shall deliver all data and/or information to Buyer or said representative from which received, upon Buyer's request and, in any event, upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery.

17. **Disputes**

In the event that any claim or controversy arising out of this Order cannot be settled by the parties themselves, the parties agree to attempt in good faith to resolve such claim or controversy by mediation in accordance with the CPR Mediation Procedure of the Center for Public Resources (CPR) Institute for Dispute Resolution. Any dispute which is not settled by agreement of the parties or by such mediation may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or other settlement of any dispute arising under this Order, Seller shall proceed diligently with the performance of this Order in accordance with the decision of Buyer.

18. **Government Contract**

If the work covered by this Order relates to a prime contract with the United States and is within the jurisdiction of a Department or Agency of the United States, all references to dispute procedures in Government clauses incorporated by reference shall be deemed to be superseded by this Article 17, "Disputes."

19. **Stop Work**

Buyer may, at any time, by written order to Seller, require Seller to stop all or any part of the work called for under this Order for a period of ninety (90) days and for any further period to which the parties may agree. Upon receipt of the stop work order, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this Order. At the expiration of the stop work order Buyer shall either cancel the stop work order or cancel this Order as provided in the Termination clause of this Order. Notwithstanding the aforementioned, this clause shall not apply if this Order is issued in support of a Government Prime Contract and is not a commercial item pursuant to the FAR Part 12. Instead, the applicable FAR clauses shall govern.

20. **Severability**

If any covenant, agreement, term or provision of this Order, or the application thereof to any situations or circumstances, shall be deemed by a court of competent jurisdiction as invalid or unenforceable, the remainder of this Order, or the application of such covenant, agreement, term or provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

21. **Rights, Remedies and Waiver**

The rights and remedies provided by Buyer herein shall be cumulative, and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

22. **Buyer Approvals and Reviews**

The review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not relieve Seller of any of its obligations under this Order, nor excuse or constitute a waiver of any defects or nonconformities in any articles furnished under this Order, nor change, modify or otherwise affect any of the provisions of this Order, including, but not limited to, the prices and delivery schedules contained herein.

23. **Taxes**

Seller is liable for and shall pay all taxes, impositions, charges and exactions imposed on or measured by this Order except those Buyer specifically agrees or is required by law to pay and which are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, and exactions for which Buyer has furnished an exemption certificate.

24. **Choice of Law**

This Order shall be governed by and construed and enforced in accordance with the internal law of the state shown in Buyer's address printed on the face of this Order, including its provisions of the Uniform Commercial Code, but specifically excluding such state's conflicts of law provisions and the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

25. **Entire Agreement and Amendments**

This Order constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements with respect thereto. No amendment or change of any kind shall be binding upon Buyer unless in writing and signed by an authorized representative of Buyer's purchasing department.