

MANDATORY PROVISIONS
SERVICE ORDER ATTACHMENT FOR PROFESSIONAL SERVICES
(THE "MANDATORY PS SOA")

1. Definitions.

1.1 "Acceptance" means Customer's written agreement or deemed acceptance that the Services or Deliverables meet the Acceptance Criteria.

1.2 "Acceptance Criteria" means the written requirements necessary for Customer's acceptance of the Deliverables or Services as set forth in the applicable SOW or Order; if an Acceptance Criteria is not set forth in the applicable SOW or Order, Acceptance shall be deemed upon completion of the Services or Deliverable and written notification of such is sent by SilverSky to the designated Customer representative.

1.3 "SilverSky" means SilverSky Inc., its affiliates, licensors and sub-contractors

1.4 "Customer" means a person or entity with a place of business and invoice address in the Territory who purchase Services from Reseller as an end-user and not further resale or distribution.

1.5 "Deliverables" means any identifiable and measurable output of the Services as set out in the SOW or Order.

1.6 "Order" means the ordering document by and between Customer and Reseller which specifies the Professional Services to be provided by SilverSky AI which incorporates by reference the Mandatory PS SOA.

1.7 "Reseller" means a person or entity appointed by SilverSky AI to resell SilverSky AI professional services to end users for their internal business purposes.

1.8 "Services" or "Professional Services" means professional services delivered by SilverSky, as further defined in the applicable Professional Services SOW either posted at https://partners.baesystems.com/English/SalesPartners/sales/product_services.aspx or as provided by SilverSky AI directly and which documents are incorporated herein by reference (each, an "SOW").

2. DELIVERY OF PROFESSIONAL SERVICES.

2.1 All Services will be coordinated with the designated Customer representative who shall provide, at no charge to SilverSky, reasonable assistance, information and materials including but not limited to office space, information and employees as SilverSky reasonably requires to perform the Services.

2.2 Any modification, extension or addition to the Services, or change to timetable or any other matter in relation to the SOW will constitute a "Change" and shall be subject to the Change control procedure set out in Section 6 below.

2.3 The performance of the Services is conditional upon the Customer's fulfilment of its obligations and dependencies as set out in the SOW. In case the failure by SilverSky to achieve any of its obligations is caused by a failure of Customer to comply with one of its obligations in the Order or SOW, SilverSky shall be allowed a reasonable extension of time commensurate with the delay caused by Customer. Where such failure results in additional costs to SilverSky, Customer shall be responsible for such additional costs as charges incurred (including SilverSky's third party costs).

3. PERSONNEL.

3.1 SilverSky will provide the personnel required to perform the Services and at all times the conditions of employment of SilverSky apply to such personnel. However, SilverSky personnel shall, when working on the Customer's premises, conform to the general working terms and conditions of the Customer, including but not limited to Customer's access and security policies and procedures which have been provided to SilverSky AI as part of Reseller's order placed on SilverSky AI.

3.2 SilverSky reserves the right to substitute new personnel for the personnel assigned to the Services from time to time, in its sole discretion, provided always that such personnel are suitably qualified and experienced.

3.3 SilverSky shall be responsible for making deductions for all or any local, state or federal tax or insurance (or equivalent) contributions from the remuneration which it pays to its personnel and SilverSky agrees to indemnify the Customer in

respect of any claims or demands which may be made by the relevant authorities against the Customer in respect of any employment tax relating to the provision of the Services by SilverSky.

3.4 SilverSky may subcontract all or part of the Services to be performed to a qualified third party provided SilverSky will remain liable for the acts or omissions of its subcontractors in the performance of any Services.

4. Deliverables. Subject to the terms and conditions of the applicable SOW or Order, SilverSky grants to Customer a non-exclusive, worldwide, perpetual, non-transferable, non-sublicensable, license to use the Deliverables for its internal business purposes. Subject to the foregoing, all Deliverables hereunder and all work products created or developed hereunder shall be the exclusive property of SilverSky. Any ideas, know-how, or techniques that may be developed by SilverSky, including any enhancements or modifications made to the Deliverables and work products created hereunder, shall be the property of SilverSky and vest solely in SilverSky.

5. Acceptance Testing.

5.1 Acceptance Criteria and/or an acceptance test shall be based on the specifications set forth in the SOW, (the type of acceptance test shall depend upon the nature of the Services or Deliverables). The acceptance test, if applicable, shall be conducted within a mutually agreed time period after the date that SilverSky delivers the applicable Services or Deliverables to Customer ("**Acceptance Test Period**"). During the acceptance testing, Customer will present to SilverSky written notice of either (i) Customer's Acceptance of the Services or Deliverables or (ii) Customer's rejection of the Deliverables or Services with a specific list of the failures to meet the Acceptance Criteria. If Customer fails to accept or rejected the Services or Deliverables within the agreed time period, the Services or Deliverables will be deemed Accepted as of the end on the time period.

5.2 In the event Customer rejects or provides a list of failures for the Deliverables or Services, SilverSky shall have a reasonable period of time which shall not be less than thirty (30) days (or such other period as may be as set out in a SOW) to correct any such failures and to re-submit to the Customer for acceptance testing to be repeated in accordance with Section 5.1 above. Upon such re-submission, the Acceptance Test Period will be extended for a subsequent thirty (30) day period (or such other periods as agreed between the parties) to permit Customer's re-testing of the Deliverables or Services against the Acceptance Criteria. If the repeated acceptance test does not meet the Acceptance Criteria, Customer may elect to (i) extend the Acceptance Test Period for a mutually agreed period to allow SilverSky to achieve the Acceptance Criteria and during which period Customer may not terminate for the failure to meet the previous Acceptance Tests or (ii) accept the non-conforming Services or Deliverables subject to a mutually agreed reasonable deduction of Fees to reflect the delays and/or the reduced level of functionality and performance of the Services or Deliverables. Where SilverSky considers that (i) and (ii) as set out above are not reasonably feasible, BASES AI may terminate the relevant Reseller Order with respect to the failed Services or Deliverables and refund to the Reseller for credit to Customer's account the Fees for such Services or Deliverables then paid in advance as SilverSky's sole liability for the failure to achieve the Acceptance Criteria.

6. Change Control. Either Customer or SilverSky AI may elect to submit a change order request (a "**Change Request**") proposing changes to Services or Deliverables set forth in a SOW. Change Requests shall be submitted in writing and shall contain a sufficient level of detail to permit the recipient to properly evaluate the Change Request. SilverSky shall promptly evaluate the ramifications of the Change Request to determine whether the Change Request is, in its reasonable judgment, technically and commercially feasible, and if so, what impact approving the Change Request will have on the Services and Deliverables subject to the applicable SOW. Within five (5) business days (or at a later date to be agreed if a detailed analysis is required to consider the Change Request) after receipt of the Change Request, SilverSky shall respond in writing with either: (i) acceptance of the Change Request; (ii) a proposal of modifications to the Change Request; or (iii) reasons why such a Change Request cannot be accepted. In the event that the Change Request as evaluated or modified is acceptable to SilverSky AI and Customer, SilverSky AI shall produce an amendment to the SOW for written acceptance by Reseller, Customer and SilverSky AI (a "**Change Order**"). If a Change Order results in an increase in costs, it will not be accepted by SilverSky AI until SilverSky AI and Reseller execute an appropriate change to Reseller's order for the Services from SilverSky AI. Neither SilverSky AI, Reseller nor Customer shall be entitled to or obligated by a Change Request until it has been presented and approved by Reseller, Customer and SilverSky AI in accordance with the above-mentioned procedures, and pending the outcome of any Change Request, the time for performance regarding tasks dependent on resolution of the Change Request shall be extended by the period of delay during which such dependent work could not reasonably proceed pending outcome of the Change Request. Work performed by any entity to prepare, analyze or respond to a Change Request shall not be chargeable hereunder.

7. Non-solicitation. Customer agrees that they will not during the term of any Professional Services SOW or Order and for a period of six (6) months following its termination either on its own account or through its employees or agents or otherwise or on behalf of any other person, firm, company or other organization and other than by general advertising

solicit, procure or entice away (or, in each case, attempt so to do), either directly or indirectly the services of any person who is

or was employed or engaged by SilverSky AI during the term of such SOW or Order and involved in the provision of the Services without the prior written consent of SilverSky AI, such written consent not to be unreasonably withheld.

8. Confidentiality.

8.1 Confidential Information. Confidential Information with respect to the Services means the information that is disclosed by either SilverSky AI or Customer in connection with the Services, or to which either has access in connection with the Services that the receiving party knows or should reasonably be expected to know is confidential information of the other party.

8.2 Recipient Obligations. A recipient of Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under the SOW or Order, and (ii) safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental, judicial or administrative order or proceeding to compel the disclosure of Confidential Information received under this attachment, as promptly as the circumstances of such order or proceeding reasonably permit.

8.3 Exceptions. Neither SilverSky AI nor Customer will be obligated to maintain any information in confidence or refrain from use if (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (ii) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, or (iii) the information is or becomes public knowledge without fault of the receiving party. Nothing contained herein will require the alteration, deletion or destruction of back-up media made in the ordinary course of business, provided however; that in each instance each party will maintain the confidentiality of Confidential Information as provided herein.

9. Customer's Warranty.

9.1 Customer warrants that it shall at all times comply with all applicable laws in relation to the engagement of SilverSky, or the use and receipt of the Services, and shall ensure that all appropriate consents, permissions and/or licenses are granted to enable SilverSky to perform the Services and allow SilverSky to use or transfer customer- provided data and information, in each case in compliance with all applicable laws.

9.2 Customer warrants and represents that has obtained all authorizations and consents required from any third party as necessary to enable SilverSky to perform and deliver the Services contemplated by an SOW or Order without violating the rights of any third party and further expressly authorizes SilverSky to access and collect data from such third party computers, systems, networks, IP addresses or software as Customer makes available to it to perform the Services.

10. SilverSky AI's Warranty.

10.1 SilverSky warrants that the Services will be performed in all material aspects in accordance with an applicable SOW.

10.2 EXCEPT AS SET FORTH IN SECTION 10.1 OF THIS MANDATORY PS SOA SilverSky AI AND ITS RESELLERS, DISTRIBUTORS AND SUPPLIERS PROVIDE THE SERVICES "AS IS" SilverSky PROVIDES THE SERVICES "AS IS." AND SilverSky MAKES NO WARRANTIES TO RESELLER OR TO RESELLER'S CUSTOMERS WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY SilverSky AND ITS LICENSORS, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ARISING FROM COURSE OF DEALING OR THAT THE SERVICES WILL BE ERROR-FREE, MEET CUSTOMERS' REQUIREMENTS, OR BE TIMELY OR SECURE.

11. Indemnification. Customer agrees to indemnify, defend and hold harmless SilverSky, and its affiliates, resellers, distributors and suppliers and each of their respective directors, officers, employees, contractors or agents from and against all claims, demands, suits, actions or other proceedings brought by third parties ("**Claims**"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including without limitation reasonable attorneys', accountants and expert fees and expenses), as a result of such Claims, to the extent such Claims arise out of or are or were caused by the Customer's representations and warranties, or breach thereof,

under this Mandatory PS SOA. This provision shall not apply to the extent such Claims arise from or are caused by the willful misconduct or negligence of SilverSky.

12. Limitation of Liability. EXCEPT FOR INDEMNIFICATION OBLIGATIONS OR CLAIMS ARISING FROM INTENTIONAL DISCLOSURE OR MISAPPRPRIATION OF CONFIDENTIAL OR PROPRIETARY INFORMATION DISCLOSED HEREUNDER, NEITHER CUSTOMER, RESELLER OR ITS SUPPLIERS WILL BE LIABLE FOR (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED; OR (II) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES ARISING OUT OF OR IN CONNECTION WITH AN ORDER OR SOW FOR SERVICES. THE LIABILITY OF RESELLER AND ITS SUPPLIERS TO CUSTOMER, CUSTOMER'S USERS AND ALL THIRD PARTIES, IS IN EACH CASE LIMITED TO THE FEES PAID BY CUSTOMER FOR SERVICES UNDER AN ORDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

13. Export Administration. The Services and Deliverables provided under the Mandatory PS SOA might be subject to U.S. export control laws or import regulations in other countries. Customer agrees to comply strictly with all such laws and regulations and acknowledges that Customer has the responsibility to obtain such license to export, re-export or import as may be required and to communicate this requirement. Customer will obtain any required non-U.S. governmental authorizations including without limitation any import licenses and foreign exchange permits, and, if applicable, will file or register with the appropriate authorities. Customer will provide proof of compliance with required non-U.S. governmental authorization to SilverSky upon request.

14. Anti-Corruption Laws. Customer undertakes as a condition of this Agreement: (i) that it shall throughout the duration of this Mandatory PS SOA comply with any and all anti-corruption laws and all applicable laws and regulations; (ii) that it has not made or offered and that it will not make or offer with respect to the matters which are the subject of this Mandatory PS SOA, any payment, gift, promise or other advantage whether directly or through intermediaries, to or for the use of any public official (i.e. any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), or any other third party, where such payment, gift, promise or advantage would violate any anti-corruption laws or any applicable laws; (iii) that it shall undertake to comply with a standard of conduct that is, at least, compliant with the SilverSky Code of Conduct issued and updated from time-to-time (<http://www.baesystems.com/our-company-rzz/corporate-responsibility/code-of-conduct>); and undertake to train its employees on such code (or equivalent) and ensure that such employees engaged in activities under this Mandatory PS SOA undertake appropriate training on compliance-related activities; (iv) that it shall promptly report to SilverSky AI any request or demand for any undue financial or other advantage of any kind received by it in connection with the Mandatory PS SOA; (v) that it shall promptly notify SilverSky AI (in writing) if it, its personnel, or any other persons which perform or have performed services for or on behalf of it are investigated by any law enforcement agency or customer in relation to corrupt practices and/or any breach of Section 14 with respect to the matters which are the subject of this Mandatory PS SOA; and that any breach of this Section 14 shall be deemed an incurable material breach giving rise to the right to the Reseller and/or SilverSky AI to terminate any Services subject to this Mandatory PS SOA immediately at any time upon written notice to the Customer.

15. Term of Professional Services SOWs or Orders. The term of each SOW or Order for Professional Services will commence on its effective date and will continue until all Deliverables under each applicable SOW have been completed. If an Order or SOW is cancelled by the Customer prior to SilverSky's commencement of Services, Customer will pay Reseller 50% of the fees stated in the applicable SOW(s). Except for termination of an Order or SOW due to SilverSky's material breach of the Mandatory PS SOA, in the event that Customer terminates an SOW or Order after SilverSky's commencement of Services, Customer will be liable to pay 100% of the fees owed under each terminated SOW or Order. Customer acknowledges that, if Professional Services are cancelled prior to the completion of the Deliverables, damages will be difficult or impossible to ascertain and therefore, the amounts set forth in this section are intended to establish liquidated damages in the event of early termination by Customer without cause and are not intended as a penalty.

16. General.

16.1 Third Party Beneficiary. SilverSky is a third Party beneficiary of the Mandatory PS SOA as incorporated into Reseller's agreement with Customer to fulfill the Order (the "Customer Agreement"). SilverSky will have the right to enforce Customer's obligations to SilverSky under the Customer Agreement, and the limitations and restrictions applicable to Customer under the Mandatory PS SOA. Customer's indemnification obligations under Section 11 will apply to SilverSky, and the disclaimers set forth in Section 10 and the limitations of liability set forth under Section 12 will apply to all claims arising under or relating to SilverSky AI's with respect to its performance of Services under an SOW or Order.

16.2 Order of Precedence. In the event of any conflict between or amongst them, the terms and conditions of the Mandatory PS SOA, an SOW, Order or the Customer Agreement, the applicable terms and conditions will prevail in the listed order.

16.3 Survival. Sections 1-16 of this Mandatory PS SOA as incorporated into the Customer Agreement shall survive termination or expiration of any Order or Customer Agreement.

16.4 Reservation of Rights; Feedback. Subject to the limited rights expressly granted hereunder, SilverSky reserves all of its right, title and interest in and to the Services and any documentation provided as part of the Services, including all of SilverSky's related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer grants to SilverSky a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into SilverSky services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its end Users relating to the operation of SilverSky services.