

PERSPECTA ENTERPRISE SOLUTIONS LLC

SUPPLY CHAIN AND PROCUREMENT

TERMS AND CONDITIONS

These Supply Chain and Procurement Standard Terms and Conditions ("Agreement") are entered into as of [DATE Month/ Day/ Year] (the "Effective Date"), by and between [LIST Perspecta entity], a [list state of incorporation] [list type of corporation] with offices located at [List address] (hereinafter "Perspecta"), and [redacted] ("Supplier"), a [redacted] [corporation], with offices located at [redacted] (each a "Party," or collectively the "Parties").

1. TERMS AND CONDITIONS

- 1.1. Pursuant to these Supply Chain and Procurement Standard Terms and Conditions ("Agreement") and from time to time during the Term of this Agreement and an Ordering Document, Perspecta Companies may engage Supplier to provide Products, perform Services and/or Deliverables. This Agreement sets forth the terms and conditions that will govern Supplier's provision of Products and performance of Services to or on behalf of Perspecta Companies and/or Perspecta Customers. Such Products and Services will be more fully described in an Ordering Document agreed to by Supplier and a Perspecta Company and issued hereunder. Each Ordering Document will be governed by the terms of this Agreement and will be binding upon the Parties and will be deemed to constitute a part of this Agreement as if fully set forth herein and all rights and obligations of the Parties will be deemed to apply to such Ordering Document as if fully set forth therein.
- 1.2. Supplier acknowledges that until an applicable Ordering Document is issued by a Perspecta Company, no Perspecta Company is required to order any Products or Services hereunder by virtue of this Agreement alone.
- 1.3. As these terms and conditions pertain to a particular Ordering Document, "Perspecta" will be the Perspecta Company that entered into the Agreement and/or an Ordering Document, for the benefit of itself and its Affiliates and Customers, which such Perspecta Company will be a "Party" hereunder and which can enforce its rights hereunder.
- 1.4. Supplier shall bill each Perspecta Company separately for the Products and Services it provides to such Perspecta Company and the liability of each individual Perspecta Company will be several and not joint. Each Perspecta Company shall only be liable for those obligations expressly set forth in the Ordering Document to which it is a Party. In no event will Perspecta or any other Perspecta Company be liable for any of the obligations or liabilities of any other Perspecta Company pursuant to this Agreement.

2. FINANCIAL TERMS

- 2.1. Prices. Except as otherwise set forth herein, all prices for Products and/or Services will be specified in a Schedule attached hereto or in an Ordering Document, and will be inclusive of all travel and per diem costs unless otherwise set forth therein.
- 2.2. Taxes. Perspecta shall pay or reimburse Supplier for Value Added Tax, Goods and Services Tax, Province Specific Tax, Sales and Use or any similar transaction taxes imposed on the sale of Products and/or Services sold to Perspecta under this Agreement provided the taxes are statutorily imposed either jointly or severally on Perspecta. Perspecta shall not pay or reimburse Supplier for any taxes which are statutorily imposed on Supplier including but not limited to taxes imposed Supplier's net or gross income, capital, net worth, property, or any employment related taxes on Supplier or Supplier's Personnel.

Where Services are performed and/or Products are produced, sold or leased by Supplier in the same country as that of use by Perspecta, an Affiliate of Perspecta, or Perspecta Customer, then invoicing and payment shall be by and between such local country entities of the parties, unless otherwise agreed upon by the parties in writing.

If Perspecta or an Affiliate of Perspecta is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by or such Affiliate of Perspecta upon which the deduction is based shall be paid to Supplier net of such legally required deduction or withholding.

- 2.3. Invoice Submission. No invoice can be dated prior to the date the Products and/or Services are delivered to Perspecta or a Customer, unless the SOW or other exhibit to the Agreement sets forth acceptance criteria, in which case no invoice can be dated prior to acceptance by Perspecta. Supplier agrees to invoice Perspecta within thirty (30) days after it has the right to invoice under the terms of the Agreement. In no event may Supplier submit invoices, or any corrections thereof, later than one hundred eighty (180) days after the date which an invoice may first be

submitted and such timely submission is a pre-condition to any Perspecta payment obligation. Each invoice will be submitted to the address set forth in the Purchase Order or as otherwise instructed by Perspecta when electronic invoicing applies.

- 2.4. **Payment Terms.** All invoices provided to Perspecta related to the purchase of Products and/or Services generated by a Large Business will be 60 days from receipt of a valid invoice. Those invoices generated by an Approved Small Business will be 30 days from receipt of a valid invoice.
- 2.5. **Invoice Requirements.** Regardless of the method used to transmit an invoice to the Perspecta designated recipient, a conforming invoice minimally includes: (i) Supplier's name and invoice date, (ii) the specific Purchase Order number if applicable, (iii) description including serial number as applicable, price, and quantity of the Products and/or Services actually delivered or rendered, (iv) credits (if applicable), (v) name (where applicable), title, phone number, and complete mailing address and remit address (which may be different from the mailing address) of responsible official to whom payment is to be sent, (vi) other substantiating documentation or information as may reasonably be required by Perspecta from time to time, and (vii) in such a form so as to meet local tax requirements to ensure deductibility and tax recovery, where applicable. Supplier agrees to separately identify on the invoice the taxable and non-taxable purchases, the types of tax, the applicable tax rate, the amount of tax charged and the taxing authorities.
- 2.6. **Expenses.** Perspecta will not reimburse Supplier for any expense incurred by Supplier unless the expense is reasonable, pre-approved by Perspecta in writing, and itemized on an invoice within sixty (60) days of the date on which the expense was originally incurred.
- 2.7. **Electronic Invoicing.** Except as may be prohibited by Applicable Laws, Supplier will implement an electronic invoicing process upon request by Perspecta and at Supplier's sole expense, to submit invoices electronically to Perspecta or Perspecta's third-party service provider in the electronic format specified by Perspecta or such third-party service provider. Supplier acknowledges and agrees that use of such process may entail disclosure of information to the service provider about the purchasing relationship between Perspecta and the Supplier, provided that such service provider is bound by Perspecta to confidentiality obligations as to Supplier's information substantially similar to those provided under these terms. If Supplier fails to implement the electronic invoicing process within a reasonable time (not to exceed ninety (90) days) after Perspecta's request, Perspecta may withhold payment on any invoice not received electronically until such time as Supplier submits the invoice electronically.

3. ORDERING, DELIVERY AND ACCEPTANCE TERMS

- 3.1. **Reseller Certificate.** Any purchase order issued by Perspecta under the Agreement for resale purposes will reference a reseller certificate number where applicable.
- 3.2. **Purchase Order Requirement.** Supplier will not commence delivery of any Products and/or Services for Perspecta or incur any related expenses unless it has received a Perspecta purchase order expressly authorizing such deliveries or expenses. Supplier waives its right to pursue, any fees, costs, loss or damages from Perspecta in connection with any Services or expense that were commenced or incurred prior to receipt of a Perspecta purchase order.
- 3.3. **Changes.** Upon notice to Supplier, Perspecta may change any requirement in a SOW relating to undelivered Services or Deliverables. If such change affects the price or schedule, the Supplier will promptly advise Perspecta of any changes that it deems necessary, the parties will promptly negotiate an equitable charge and amend the SOW. Perspecta will have no obligation to Supplier for any unauthorized changes to a SOW.
- 3.4. **Acceptance.** Except as otherwise set forth in an applicable Ordering Document, all Products and Services are subject to Perspecta Acceptance as set forth herein ("Acceptance"). If the Product or Service does not conform with Applicable Specifications, Perspecta may (i) continue to test the Products or Service with any assistance of Supplier required by Perspecta, (ii) permit Supplier to repair or replace the Product or re-perform the non-conforming Service at no additional expense to Perspecta, or (iii) stop the Service or return the Product to Supplier, at Supplier's expense and without liability to Perspecta. Supplier will promptly refund any amounts paid by Perspecta for the stopped Service or returned Product. Acceptance does not impair any Perspecta right or remedy for the Product or Service.
- 3.5. **Title and Risk of Loss.** Supplier's delivery of Products to Perspecta or Customer shall be Delivered Duty Paid.

4. RIGHTS GRANTED – LICENSED PRODUCT

- 4.1. **Software Maintenance and Support**
 - 4.1.1. Software Maintenance and Support shall also be subject to the terms and conditions set forth in the Ordering Document.
 - 4.1.2. Maintenance and Support for the Software shall be provided by Supplier to Perspecta during the applicable warranty period at no charge to Perspecta. Thereafter, such Maintenance and Support shall be provided by Supplier, upon Perspecta' request at the applicable Fees set forth in the applicable Ordering Document.

Perspecta may discontinue such Software Maintenance and Support, in whole or in part, at any time by providing thirty (30) days' advance written notice to Supplier. Perspecta shall promptly receive a prorated refund of pre-paid Fees for Maintenance and Support Services.

4.2. License Grants

4.2.1. Notwithstanding any conflicting provision in any end user license agreement and subject to payment by Perspecta of applicable fees, Supplier grants to Perspecta and its Authorized Users, in accordance the terms of this Agreement, an unrestricted, irrevocable, perpetual, subscription, or term license, as identified in the applicable Ordering Document, transferrable, sub-licensable, fully paid up, non-exclusive, royalty free, worldwide right and license:

4.2.1.1. For Internal Use.

4.2.1.1.1. To install, operate, use, execute, host, provision as a service, store, copy (including for back-up and archival purposes), reproduce, display, and distribute, the Products, and where Source Code is provided, to modify, maintain, import, customize, prepare derivative works, support, disclose, localize, nationalize, convert, port and translate the Software and Documentation for the Internal Use of Perspecta and its Authorized Users. The foregoing rights and licenses may be exercised at a Perspecta, third party, or Customer designated location(s) and without any restrictions regarding the ownership of any equipment utilized to exercise the rights granted in this section.

4.2.1.2. For Resale.

4.2.1.2.1. To use and advertise the availability of the Products, Documentation and Maintenance and Support Services for external use purposes, including without limitation, display, distribution, resale, demonstration, marketing, training, evaluation and/or testing, and for the provision of Maintenance and Support to Customers;

4.2.1.2.2. Customers who purchase Products and Maintenance and Support Services from Perspecta shall be subject to the terms and conditions of an end user license agreement or other agreement between Customer and Supplier. Supplier shall ensure that the Customer has an end user license agreement or other agreement in place with Customer at the time of installation of the Products or provision of the Maintenance and Support Services. The terms of this Agreement shall not apply to the Product(s) and Maintenance and Support Services following resale by Perspecta and Perspecta shall have no further responsibility or liability related to the Product(s) and Maintenance and Support Services or the use or misuse thereof by the Customer.

4.2.1.3. For Outsourcing Use:

4.2.1.3.1. To install, operate, use, execute, host, provision as a service, store, copy (including for back-up and archival purposes), display, and distribute, the Products and Document, and where Source Code is provided to modify, maintain, import, customize, prepare derivative works, support, disclose, localize, nationalize, convert, port, translate and advertise the availability of the Products and Documentation for or on behalf of Customers. Access to and use of the Product, Documentation and Services by, for, or on behalf of Customers shall be authorized use and shall be at no additional cost to Perspecta provided the use is in conjunction with the provision of Outsourcing Services to the Customer, and provided that the Customer is bound by confidentiality obligations. The foregoing rights and licenses may be exercised at a Perspecta, third party, or Customer designated location(s) and without any restrictions regarding the ownership of any equipment utilized to exercise the rights granted in this section. As used in this Agreement, "Outsourcing Use" or "Outsourcing Services" means, on a global basis, a service whereby Perspecta, among other things, (i) manages the day-to-day operations of all or a portion of a Customer's data processing or business operations; or (ii) performs facility management, systems integration or similar services; or (iii) hosts and delivers, or otherwise provisions access to or use of the Products to the Customer all regardless of whether the Product is located at the Customer's site or a third party location or Perspecta facility, is licensed by the Customer or by Perspecta, and whether used on Customer, Perspecta or third party owned equipment. As used herein, Perspecta shall include Affiliates and all authorized third party service providers.

4.2.1.3.2. To use the Products, Documentation, and Services to provide Outsourcing Services, at no additional charge, to multiple Customers;

4.2.1.3.3. To access and use, at no additional charge to Perspecta or Customer, software, hardware and documentation which is licensed by Customer from Supplier provided that Perspecta is providing

Outsourcing Services, consulting, integration, support or other services to the Customer, including installation or integration of the Products with Software or Hardware products;

4.2.1.3.4. To accept from Customer, at no additional charge to Perspecta or Customer, an assignment of Customer's licenses to software, hardware and documentation that are subject to an existing software license agreement between Customer and Supplier for use by Perspecta in the provision of the Outsourcing Services to the Customer. Upon notice from Perspecta to Supplier, the assigned software and hardware and documentation shall be considered Products and subject to the terms of this Agreement. The foregoing shall be permissible regardless of any conflicting provision(s) in any end user license agreement or other agreement between Customer and Supplier.

4.2.1.4. Additional Rights:

4.2.1.4.1. In addition to the rights and licenses granted above, Perspecta shall have the following supplemental rights and licenses:

4.2.1.4.1.1. Perspecta may distribute the Products and Services by installation of a Standard Operating Environment ("SOE") on the storage component of a computing device owned or leased by Perspecta or its Customer by either (a) installing one copy of the Products or Services on a Perspecta or Customer owned or leased computer file server for the purpose of downloading and installing the Products or Services onto computers within Perspecta's or its Customer's intranet, or (b) bundling the Products or Services on physical media (such as a CD-ROM, DVD, hard disk, etc.) with other software or content, through electronic means (including, without limitation, electronic software download) or on a stand-alone basis solely on tangible media. In addition, Perspecta may authorize its suppliers and subcontractors (collectively "Agents") to install the Products or Services as a component of Perspecta or its Customer's SOE on the computers that the Agent is providing to Perspecta or Customer.

4.2.1.4.1.2. Perspecta may use the Software at all Perspecta locations, Perspecta subcontractor locations and Customer locations.

4.2.1.4.1.3. Back-Up, Archive and Failover: Perspecta may, including when providing Customers with Outsourcing Services, transfer the Software to substitute, back-up or replacement computer systems, provided that Perspecta removes the Software from the computer system in which the Software was previously installed. Perspecta may make copies or adaptations of the Software for archival and back-up purposes. Perspecta shall have the right to maintain a failover copy of any Software on one or more redundant computer systems. Such failover Software shall be available to immediately initiate a process or application in the event that the primary computer system fails for any reason. The foregoing shall be permissible regardless of any conflicting provision(s) in any end user license agreement or other agreement with Supplier and shall be at no additional charge to Perspecta.

4.2.1.4.1.4. No Third Party License Obligations. Supplier will identify in Products and Documentation Addendum any open source or freeware contained in each Product and the corresponding third party licenses. Supplier will ensure that each Product that contains open source or freeware complies with the third party licenses and that Perspecta use of the Product, as provided by Supplier and intended under this Agreement, will not conflict with any third party license requirements and will satisfy all conditions on use, modification or distribution of the open source or freeware, without the need for any additional action or license fees from Perspecta. Open source or freeware means any software having license terms that require, as a condition of use, modification, or distribution of the software that the software or other software combined or distributed with the software be (i) disclosed or distributed in Source Code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

4.2.1.4.1.5. Password Provision. If a Product contains a password, license key or similar device that prevents Perspecta from exercising its rights pursuant to this Agreement, Supplier will provide Perspecta with a master password, license key or a similar device that allows Perspecta use of the Product in accordance with this Agreement.

- 4.2.1.4.1.6. Rights to Modifications. The Software is and shall remain the property of Supplier or third parties that have granted Supplier the right to license the Software and Perspecta shall have no rights or interests in the Software except as stated in this Agreement. All modifications and derivative of the Software developed by or on behalf of Perspecta shall be and remain the property of Perspecta, and Supplier and Supplier Personnel shall have no rights or interests therein. All modifications and derivative of the Software developed at Perspecta' expense by Supplier and Supplier Personnel shall be considered Work Product and Perspecta shall own the Work Product, except in connection with Supplier's performance of warranty obligations or pre-paid Maintenance and Support.
- 4.2.1.5. Restrictions. Except as otherwise permitted for by law, Perspecta agrees not to decompile, disassemble, or otherwise seek to reduce the Object Code of the Product(s) to its Source Code form.
- 4.3. If Products and/or Services include software, firmware or documentation, Supplier grants to Perspecta a nonexclusive, perpetual, royalty free, worldwide license to use, reproduce, display, prepare derivative works of the documentation and distribute such works, software, firmware or documentation directly or as integrated into Perspecta products, and to sublicense such rights to third parties. Requirements of Third Party Licenses. Supplier shall identify all licenses and deliver to Perspecta all materials required to meet the requirements of any licenses for third party software that is included in the Products. Supplier shall deliver to Perspecta the source code for any software licensed under a license that has a source availability requirement (such as the GNU General Public License). If the source code is not included with the material that Supplier has previously delivered, Supplier shall deliver within seven (7) days after Perspecta's request the source code for any software licensed under an open source license that has a source availability requirement. Supplier grants Perspecta the right to duplicate and distribute the materials as necessary.
 - 4.3.1.1. Hosting Location. The Services provided to Perspecta hereunder will be exclusively hosted from the facilities identified in the applicable Ordering Document and/or Schedule. Supplier shall not cause nor allow the Services provided to Perspecta hereunder to operate from or be hosted from any other facility without obtaining Perspecta's prior written consent. If Supplier desires to make such a change, Supplier shall notify Perspecta in advance and in writing and allow the applicable Perspecta Company to perform a security review of the proposed replacement facility. Perspecta shall have the right to reject any change to the hosting facility or its location based on a good faith determination by Perspecta that the new facility does not provide at least as equal security that is provided by the current facility.
 - 4.3.1.2. Seat Transferability. To the extent that Perspecta's use of the Service is limited to a number of Authorized Users, then Supplier acknowledges and agrees that Perspecta may transfer access to and usage of the Service among its various Affiliates and Customers.
 - 4.3.1.3. Seat Parking. To the extent that Perspecta's use of the Software and Services is limited to a number of users, then Supplier agrees that Perspecta may set aside any of its users' access, which shall be deemed "inactive" for a specified term during which Perspecta shall not be obligated to pay for the Software or Services for such inactive users. During such inactive term, Perspecta may notify Supplier in writing that it desires to reactivate all or a specified number of the inactive licenses, at which time, Supplier will reactivate the access at Perspecta's applicable Software or Services fees. Perspecta shall not be obligated to pay any retroactive fees applicable to such inactive users for the inactivation term or any other reactivation fee.
 - 4.3.1.4. Software as a Service SLAs. To the extent the Software is provided by Supplier as a Service will be subject to the additional service level requirements set forth in the Hosted Services (SaaS) Schedule.

5. DATA SECURITY AND PRIVACY

- 5.1. Supplier will implement and maintain privacy and security measures to protect Perspecta Data, Services and Products in accordance with the current Data Network Security & Privacy Schedule on the Supplier Portal. These terms may be modified from time to time. Any terms not defined within this document will rely on the definition in the Data Network Security & Privacy Schedule.
- 5.2. If Supplier is providing Services related to Perspecta Products which are integrated into Perspecta Products, Supplier will also comply with Perspecta's Supplier Compliance Requirements set forth in the Perspecta Supplier Portal
- 5.3. Supplier shall only collect, store, transfer, share, view, access or otherwise process ("process") Perspecta data and access information systems to the extent and manner necessary to provide the Services, software or Products, in accordance with Perspecta's instructions as set out in this agreement. Any access to or use of Perspecta Information Systems or processing of Perspecta Data by or on behalf of Supplier for any other purpose shall be deemed a

material breach of the Agreement by Supplier. Supplier shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove Perspecta Data, Perspecta Information System, or Product unless authorized in writing by Perspecta. Supplier shall ensure all processing of Data and provisioning of Services and Products complies with all Applicable Laws. If Supplier cannot process the Data or provide Services or Products in accordance with such Applicable Laws and these terms then Supplier shall immediately notify Perspecta in writing.

- 5.4. Supplier shall develop, implement and maintain a comprehensive information security program with information security industry standard safeguards, such as ISO 27001/2, to protect Data against security breach and to provide secure Services or Products.
- 5.5. All notifications, whether related to security breach, inquiry, product security vulnerability or noncompliance, shall be made to the Perspecta CYBER DEFENSE CENTER VIA (A) EMAIL AT MAILTO: breachnotification@perspecta.com AND (B) TELEPHONICALLY TO +1-703-636-9850. Supplier shall use commercially reasonable efforts to provide Perspecta with notification within 12 hours after Supplier becomes aware of a security breach.

6. CONFIDENTIAL INFORMATION

- 6.1. Perspecta Confidential Information. "Confidential Information" means any information or data disclosed that (i) is marked at the time of disclosure as proprietary or confidential, (ii) is concerning or related to Perspecta's or Customer's products (including the discovery, invention, research, improvement, plans, roadmaps, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any Perspecta Information Systems, Perspecta or Customer technical data, Perspecta or Customer's customers, the Agreement, any and all pricing information whether or not in the Agreement, (iii) is or concerns any Customer provided information; or (iv) if orally disclosed, is identified at the time of disclosure as proprietary or confidential and is described as such in a written summary delivered to the Supplier within thirty (30) days of disclosure.
- 6.2. Perspecta Confidential Information Obligations. Supplier will protect, and will ensure its Personnel protect, Confidential Information to prevent the unauthorized use, dissemination, disclosure or publication of Confidential Information. Supplier may disclose Confidential Information only to those of its Personnel who have a need to know and who are under an obligation of confidentiality at least as restrictive as that contained herein. Each such recipient of Confidential Information will be advised of the Supplier's obligations under the Agreement. Confidential Information received may be used only to fulfill the purposes of the Agreement. If the Supplier or any of its Affiliates is requested or required by subpoena, court order, or similar process or applicable governmental regulation to disclose any Confidential Information, the Supplier will provide Perspecta with prompt notice of such request or obligation so that Perspecta may seek an appropriate protective order or procedure if it elects to do so. Obligations regarding Confidential Information will survive termination of the Agreement and survive perpetually.
- 6.3. "Supplier Confidential Information" means mutually agreed pricing set forth in this Agreement. Perspecta will not disclose Supplier Confidential Information to any third party (excluding agents or contractors performing services on behalf of Perspecta) without Supplier's written consent. Notwithstanding any other provision in this Agreement, Perspecta's obligation not to disclose such Supplier Confidential Information will terminate two (2) years after the expiration or earlier termination of the Agreement (or any renewal thereof).
- 6.4. Exclusions. The foregoing confidentiality obligations will not apply to Confidential Information that (a) is already known to the receiving party prior to disclosure by the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received from a third party by the receiving party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law; or (f) is disclosed by the receiving party with the prior written approval of the disclosing party.
- 6.5. Access to Information Systems. Access, if any, to Perspecta's or Customer's Information Systems is granted solely to provide the Services and/or Deliverables, and is limited to those specific Perspecta or Customer Information Systems, access locations, time periods and personnel as are separately agreed to by Perspecta and Supplier from time to time. Perspecta or Customer may require Supplier's employees, Subcontractors or agents to sign individual agreements prior to access to Perspecta's or Customer's Information Systems. Access is subject to Perspecta and/or Customer business control and information protection policies, standards and guidelines as may be modified from time to time. Supplier agrees to access Information Systems only from specific locations approved for access by Perspecta. For access outside of Perspecta or Customer premises, Perspecta will designate the specific network connections to be used to access Information Systems.

7. LIMITATION OF LIABILITY

- 7.1. EXCEPT AS SET FORTH BELOW NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF THE OTHER (INCLUDING LOSS OF DATA, PROFITS OR REVENUE, COST OF CAPITAL OR DOWNTIME COSTS), OR FOR ANY EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF ANY PERFORMANCE OF THE AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2. EXCEPT AS FURTHER PROVIDED BELOW, NEITHER PARTY'S LIABILITY TO THE OTHER PARTY ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT SHALL EXCEED THE GREATER OF (a) \$2,000,000.00 (TWO MILLION DOLLARS OR (b) FIVE (5) TIMES THE 'APPLICABLE FEES' GIVING RISE TO SUCH DAMAGES. FOR THE PURPOSES OF THIS SECTION, 'APPLICABLE FEES' INCLUDES ALL FEES THAT ARE i) PAID, ii) PAYABLE, OR iii) THAT WOULD HAVE BEEN PAID HAD SUPPLIER FULLY PERFORMED ALL OF ITS OBLIGATIONS UNDER THE AGREEMENT.
- 7.3. NOTWITHSTANDING THE FOREGOING, ANY PURPORTED LIMITATION OR WAIVER OF LIABILITY SHALL NOT APPLY TO SUPPLIER'S OBLIGATION UNDER THE INDEMNIFICATION, CONFIDENTIAL INFORMATION, PERSONAL DATA OR DATA SECURITY SECTIONS OF THE AGREEMENT OR EITHER PARTY'S LIABILITY TO THE OTHER FOR PERSONAL INJURY, DEATH OR PHYSICAL DAMAGE TO PROPERTY CLAIMS.

8. INDEMNIFICATION

- 8.1. Indemnification. Supplier will defend, indemnify, protect and hold harmless Perspecta, its Affiliates, its and their Customers and Authorized Users, from and against any and all third party claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits, (collectively "Claims") to the extent that such Claims are caused by (i) any negligent act or omission or willful misconduct of Supplier or its Personnel; (ii) the breach of the Agreement by Supplier or their Personnel (iii) property loss, damage, personal injury or death, sustained by Supplier or by any of Supplier's or its Personnel, or (iv) any Claim that Intellectual Property provided by Supplier under the Agreement infringes or misappropriates any third party Intellectual Property Right.
- 8.2. Supplier shall not be responsible for liability under this Section to the proportionate extent that the Claim arose from the negligence, recklessness or willful misconduct of Perspecta as determined by a court of competent jurisdiction to which Perspecta has been a party.
- 8.3. Perspecta shall defend, indemnify and hold harmless Supplier, and its officers, directors, employees, and authorized agents from all claims, suits liabilities, damages, costs and expenses (including reasonable attorney's fees), arising out of a third party claim or proceeding relating to claimed infringements of any third party intellectual property right to information or materials provided by Perspecta to Supplier in writing or electronic format ("Perspecta Content"), provided Supplier reasonably used such Perspecta Content as specified in this Agreement, and that it would not have been reasonable for Supplier to implement or use the Perspecta Content in such a way as to avoid such claims.
- 8.4. Perspecta's foregoing defense and indemnification obligations will not apply to the extent the claim of infringement is caused by (a) any alteration, modification or revision of the Perspecta Content not expressly authorized or produced by Perspecta, its agents or contractors; (b) Supplier's use of the Perspecta Content in a manner specifically prohibited under the Agreement or any applicable Statement of Work; or (c) Supplier's use of the Perspecta Content in combination with any product or information not owned, specified, developed or provided by Perspecta if Perspecta did not approve of such use. Perspecta's foregoing defense and indemnification obligations are further conditioned on Supplier providing Perspecta prompt notice of any such claims.
- 8.5. Injunction Remedies. If the use of any Licensed Products, Deliverables or any part thereof alone or in combination with other equipment, software, method or service is enjoined, Supplier shall, at its sole expense and option: (i) procure for Perspecta and Customer the right to continue using the Licensed Products and/or Deliverables; (ii) replace the Licensed Products and/or Deliverables with a non-infringing version of equivalent function and performance; or (iii) modify the Licensed Products and/or Deliverables to be non-infringing without detracting from function or performance. If one of the foregoing remedies are not reasonably available, Supplier shall promptly refund to Perspecta all fees paid for the enjoined Licensed Products and/or Deliverables reimburse Perspecta for any costs incurred by Perspecta as a result of such injunction, in addition to any other available remedies.
- 8.6. Exclusions. Notwithstanding the foregoing, Supplier will have no responsibility for Claims arising from unauthorized modifications of the Licensed Products and/or Deliverables made by Perspecta, or use of the Licensed Products and/or Deliverables in combination with any equipment, software or services not provided by Supplier or Perspecta, provided such IP Claim would not have arisen but for such modification or combination, provided such combination is not reasonably inferable from the nature of the Licensed Products and/or Deliverables, any SOW to the Agreement, any Software Addendum, or Supplier's specifications, written designs or documentation.

8.7. Notice. Perspecta will give Supplier prompt notice of any Claim provided any failure to give such notice shall not relieve the Supplier of its obligations unless Supplier is materially prejudiced as a result. If Supplier assumes defense of such Claim without reservation of rights, Perspecta will provide Supplier the authority, information and reasonable assistance (at Supplier's expense) necessary to defend. Should Supplier not diligently pursue resolution of such Claim or fails to provide Perspecta with reasonable assurance that it will diligently pursue resolution, then Perspecta may, without in any way limiting its other rights and remedies, defend the Claim and collect all costs of doing so from Supplier. Any settlement or compromise Supplier desires to enter into will be subject to Perspecta's prior written approval. Perspecta and any other indemnitee may, in its or their discretion, participate in the defense of such Claim.

9. TERMINATION

9.1. Termination for Cause. Either party may terminate any Statement(s) of Work and/or Purchase Order(s) hereunder, by written notice to the other if either party breaches (i) any provision of such Statement(s) of Work and/or Purchase Order(s) or (ii) any provision of the Agreement with respect to such Statement(s) of Work and/or Purchase Order(s), and in either case such breach is not cured within thirty (30) days, or a lesser time if based on requirements of a Prime Agreement, after written notice thereof is received by the breaching party.

9.2. Termination without Cause. Perspecta reserves the right to terminate the Agreement or any Statement(s) of Work and/or Purchase Order(s), in whole or in part, without liability at any time, without cause, upon fourteen (14) days prior written notice to Supplier.

9.3. Effect of Termination - Services. Upon termination of any Statement(s) of Work and/or Purchase Order(s), Supplier will immediately provide Perspecta with any and all work in progress or completed prior to the termination date. As Perspecta's sole obligation to Supplier resulting from such termination, Perspecta will pay Supplier an equitable amount as determined by Perspecta for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination.

9.4. Return of Materials. Upon termination of the Agreement or completion of Supplier's performance under an SOW, whichever occurs first, Supplier shall promptly return to Perspecta all Perspecta Data, materials and or tools provided by Perspecta or Customer under the Agreement and all written Confidential Information provided by Perspecta or Customer to Supplier.

10. EXPORT AND IMPORT COMPLIANCE

10.1. Perspecta and Supplier will comply with all applicable export, import and trade-related laws and regulations of the United States and other nations. To this effect, Supplier warrants that: (i) if necessary and upon Perspecta's request, it will provide Perspecta with technical specifications concerning commodities, software, technology or services covered by the Agreement sufficient for Perspecta to determine the appropriate export and import classification of such items under applicable regulations; (ii) to the best of the Supplier's knowledge, the Supplier is not listed on any U.S. Government international trade sanctions lists and that Supplier will give immediate notice to Perspecta in the event that it is so listed; and (iii) Supplier agrees that before releasing, transferring, or exporting any restricted products, software, technology, technical data or technical assistance to Country Groups D:1, E:1 and E:2 as identified in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations (see <http://www.access.gpo.gov/bis/ear/pdf/740spir.pdf>): (i) Supplier will obtain any required US government authorization; and (ii) if any such restricted software, technology, technical data or technical assistance is provided by Perspecta, Supplier will obtain written authorization from Perspecta, and (iii) the Supplier agrees to be the exporter of record and assumes responsibility in complying with all applicable export laws including U. S.export and re-export laws and regulations.

11. PROJECT TERMS

11.1. Prime Agreement. Perspecta and Supplier agree that the terms and conditions set forth in the Prime Agreement between Perspecta and Customer which are applicable to the Services and/or Deliverables ("Flow Downs") shall be binding on Supplier. These Customer Flow Downs and any additional or clarifying details are included in a schedule attached hereto or in an applicable SOW or Purchase Order. In the event that the Flow Down conflicts with the terms of the Agreement and where Supplier cannot reasonably or practically comply with both a Flow Down and conflicting term(s) of the Agreement, Perspecta shall have the sole authority to deem which conflicting term(s) prevails.

11.2. Travel, Permits, Visas, Licenses and Inspections. Supplier will secure and pay for all licenses, permits and inspections necessary for completion of the Services. Upon Perspecta's request, Supplier will deliver to Perspecta copies of all permits, written approvals, licenses and inspections promptly after their receipt by Supplier. Supplier shall ensure that all Personnel assigned to work under this Agreement comply with the immigration and work permits laws of the

countries where the Services are performed and shall therefore hold the necessary visas, work permits or the like.

Supplier shall promptly upon request of Perspecta provide evidence of compliance with this provision and shall hold harmless and indemnify Perspecta from and against any consequences of any non-compliance related thereto.

- 11.3. Supplier Certifications and Training. Supplier certifies that Personnel are trained appropriately to perform the Services and, possess the necessary certifications and/or licenses to deliver the Services.
- 11.4. Performance to Schedule. Time is of the essence with respect to all Services and/or Deliverables hereunder.
- 11.5. Supplier Materials and Resources. Unless supplied by Perspecta, the Customer, or other named third party, it is required that Supplier possess all necessary and appropriate written materials, software, equipment, tools, drawings or schematics, or any other material resources necessary to deliver the Services set forth in the SOW. Perspecta will not provide any material resources or facilities, unless specifically identified in the SOW.
- 11.6. Hazardous Materials. If provision of Services involves the use, handling, maintaining, removal, transport, or other such actions related to hazardous materials, the Supplier will be responsible for such actions. Supplier must manage any and all hazardous materials in a safe and workman like manner, consistent with accepted industry standards and practices and, in accordance with any and all Federal, State, County, or Local laws, codes, or regulations. Supplier will be responsible for the provision, maintaining, and currency of, any permits or licenses required and related to hazardous materials.
- 11.7. Supplier Personnel. All Personnel shall be subject to the direction, supervision, and control of Supplier. Supplier will be fully responsible for the acts and safety of Personnel while rendering Services to or for Perspecta, its officers and employees. Supplier shall enforce strict discipline and good order among its Personnel and shall ensure that all Personnel comply with all applicable provisions of the Agreement. Supplier shall not employ Personnel unfit or unskilled in the work assigned to them. For the avoidance of doubt, Personnel are not employees of Perspecta. Supplier shall provide for and pay the compensation of its Personnel and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. Perspecta shall not be liable to Supplier or to its Personnel for Supplier's failure to perform its compensation, benefit, or tax obligations. Supplier shall indemnify, defend and hold Perspecta harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.
- 11.8. Subcontractors. Supplier will not subcontract any Services and/or Deliverables to other persons or entities without the prior written approval of Perspecta. Supplier agrees to impose on its Subcontractors the same obligations imposed upon Supplier under the Agreement with respect to safety, security, confidentiality, Personal Data, insurance and insurance certificates, indemnification, Perspecta's Accessibility Requirements, Perspecta's Contingent Worker Code of Conduct and Perspecta's Social and Environmental Responsibility Policy. Supplier shall be responsible and liable for all acts of its Personnel. Compensation for subcontracted services will be included in the fees and costs billed by Supplier according to Section 2 (Financial Terms) of the Agreement.
- 11.9. Background Checks. To the extent allowed by Applicable Law, Supplier will not permit any Personnel to work at any Site unless such Personnel has passed a criminal background check, as specified herein, within the twelve months prior to said Personnel providing Services at any Site. This is an ongoing requirement and Personnel must be checked and pass this criminal background check on a yearly basis. The criminal background check will cover all jurisdictions where Personnel resided or worked during for the following time periods: (i) Criminal background check for felony and misdemeanor records for the past 7 years (or for a lesser time period if restricted by law); (ii) Driving record check for the past 3 years (or for a lesser time period if restricted by law) if driving is a requirement of the Covered Individual's job assignment. Unless otherwise prohibited by Applicable Law, Personnel with a conviction(s) for any of the following crimes, will not be permitted to work at any Site: crimes against persons; crimes involving weapons, explosives or arson; crimes involving the use/misuse of a computer/network; crimes involving trade secret/proprietary information theft, burglary, theft, embezzlement, corruption, bribery, forgery, fraud, receiving stolen property; or crimes involving the possession, manufacture, transportation or sale of illegal drugs and controlled substances.
- 11.10. Prior Employment. Individuals whose prior employment ended as a result of involuntary termination for misconduct on any Perspecta or Customer premises are not permitted on the Site and Supplier shall not knowingly assign such individual to perform any Services under a SOW without prior written authorization from Perspecta. Personnel assigned to a SOW must not have been regular employees of Perspecta at any time during the twelve (12) month period immediately prior to the assigned Personnel's first day of work on the applicable SOW. Personnel who are former Perspecta employees who left Perspecta as part of an early retirement program must wait for a required period of 24 months after termination from Perspecta prior to being assigned on the applicable Statement of Work.

- 11.11. Contingent Worker Code of Conduct. Supplier will comply with Perspecta's Contingent Worker Code of Conduct.
- 11.12. Social and Environmental Responsibility. Supplier will comply with Perspecta's Supply Chain Social and Environmental Responsibility Policy including establishment of management systems described therein, and the Perspecta Electronic Industry Code of Conduct.

12. CUSTOMER INTERACTIONS

- 12.1. Customer Contact. During the delivery phase of a Project Supplier may have direct communication with a Customer, limited solely to those communications necessary to affect provision of Services and/or Deliverables.
- 12.2. New and Follow-On Business. If while delivering Services Supplier becomes aware of the existence of potential follow-on work or additional opportunities specifically related to the Services, Supplier will disclose such information to Perspecta.
- 12.3. Supplier Sales Efforts. Supplier may maintain and/or pursue direct business opportunities with the Customer; provided, however, when Supplier personnel are engaged in the provision of Services under the Agreement, such personnel may not engage in activities, which in the reasonable opinion of Perspecta are solicitation of future business from the Customer.

13. WARRANTIES

13.1. Supplier warrants:

- 13.1.1. It is properly organized under the laws of the jurisdiction of its place of incorporation, and that it has the authority to enter this Agreement;
- 13.1.2. it shall abide by all applicable domestic and international laws throughout the course of the Agreement, including but not limited to the US Foreign Corrupt Practices Act and the UK Anti-Bribery Act;
- 13.1.3. the terms, including prices and discounts, associated with this Agreement have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such terms including prices,
- 13.1.4. no attempt has been made nor shall be made by Supplier to induce any person or business entity, partnership or corporation, to award or amend, or make any entity submit or not submit a proposal to Perspecta for the purpose of restricting competition;
- 13.1.5. it shall not offer gratuities (in the form of entertainment, gifts, or otherwise) either directly or through representative, to any officer, director or employee of Perspecta or Customer at any time with a view toward securing this Agreement or securing favorable treatment with respect to a determination of Supplier's performance under this Agreement;
- 13.1.6. it shall at all times comply with the provisions contained in Perspecta's Responsible Supply Chain Principles attached hereto;
- 13.1.7. Supplier owns the entire right, title and interest in and to the Products and Documentation.
- 13.1.8. Supplier has obtained all licenses, authorizations or permits required to perform its obligations under this Agreement and any Schedule, under all applicable domestic or international law, and shall maintain such authorizations throughout the Agreement;
- 13.1.9. Supplier complies with and will continue to comply with all applicable third party licenses, including any and all open source and freeware licenses associated with open source or freeware that is included with or incorporated into each Product or Service.
- 13.1.10. Supplier has obtained all necessary licenses for Perspecta, Authorized Users and prospective Customers to any third party materials, including but not limited to any and all open source and freeware licenses associated with open source or freeware that is included with or incorporated into each Product.
- 13.1.11. To the extent that any open source or freeware is included in or with the Product, Perspecta redistribution of such Product as provided by Supplier will not be in conflict with any third party license requirements and will satisfy all conditions on use, modification, or distribution of any third party materials without the need for any additional, unanticipated action or license fees on Perspecta's part.
- 13.1.12. It has not and will not enter into agreements or commitments which conflict with the rights granted to Perspecta in this Agreement.
- 13.1.13. except for any security interest established by Perspecta under this Agreement, the Products are and shall be free and clear of all liens and encumbrances, and Perspecta shall be entitled to use the Products without disturbance.
- 13.1.14. the Products and Documentation are not in the public domain.
- 13.1.15. Provided that Perspecta does not introduce the Open Source Software, Supplier warrants that Perspecta's use of the Open Source Software (a) will not create, obligate or require Perspecta to distribute, disclose or license any of Perspecta's or Customer's computer code, or software applications, (b) will not grant to any third party any rights to Perspecta's or Customer's, or their respective Affiliates' intellectual property or

proprietary rights in Perspecta Personal Data and (c) will not combine the Perspecta Data with Open Source Software in a manner that causes Perspecta Data to become subject to the terms of any Open Source Software license.

- 13.1.16. each Product (i) shall be new and shall be free from material defects in manufacture, materials, and design, and (ii) shall function properly under ordinary use and operate in conformance with its Applicable Specifications and Documentation from the date of receipt until the date one (1) year from the applicable Acceptance Date (the "Warranty Period") of such Product.
- 13.1.17. the Products, as supplied, shall perform in accordance with their specifications and Documentation listed in Product and Documentation Addendum, and the other requirements of this Agreement.
- 13.1.18. **Product Performance Warranty:** For one (1) year from the date of shipment of each copy of the Product to Perspecta, Supplier warrants that the Product, as supplied and/or modified by Supplier, shall perform in accordance with the Documentation and Applicable Specifications, and shall properly interface to and operate with Perspecta operating system. Supplier further warrants that the Documentation accurately describes the features, functions, and use of the Product.
- 13.1.19. Deliverables provided Perspecta under this Schedule, will (i) be free from all material defects in design, materials, workmanship, performance and title, (ii) meet the applicable specifications, drawings, samples, descriptions and requirements specified in this Schedule; and (iii) with regard to any upgrades or updates made to the Products and Services during the Term of this Schedule not materially reduce the functionality, stability, or performance of the Deliverables, or it shall be considered a material breach.
- 13.1.20. Supplier will provide warranty Service to Perspecta at no additional cost and will include all services, parts, or replacement products necessary to enable Supplier to comply with the warranties set forth in this Agreement. Supplier shall pass through to Perspecta any manufacturers' warranties which Supplier receives on the Products and, at Perspecta' request, Supplier shall enforce such warranties on Perspecta' behalf. Perspecta shall be entitled to pass through to Product end users any warranties received from Supplier for the Products and Services pursuant to this Agreement.
- 13.1.21. the Products and Services do not and will not contain software viruses, copy protection feature, replication device or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or that contains Trojan horses, worms, bugs, time bombs, cancelbots, corrupted files, or any other similar software or programs that may lock, disable, erase, damage the operation of another's computer, data, network, system or property of another or restricts or inhibits Perspecta or Authorized Users or prospective Customers, (ii) prevent Perspecta, its Authorized Users or its prospective Customers from fully using any of such items, or (iii) require action or intervention by Supplier or any other person to allow Perspecta, its Authorized Users or its prospective Customers to use any of such items.
- 13.1.22. the Products are, and shall continue to be, data, program, and upward compatible with any other Products available or to be available from Supplier within the same family of products so that data files created for a Product can be utilized without adaptation of such other Products and so that programs written for Products will operate on such other Products and not result in the need for alteration, emulation, or other loss of efficiency. In addition, each Product is, and shall continue to be, compatible with other Products provided by Supplier within the same family of products and each Product contained within a Supplier-provided system shall be fully integrated, compatible, and operable with all other Products contained within such system. Supplier shall provide to Perspecta at least one hundred and eighty (180) days prior written notice to discontinue any Product;
- 13.1.23. **Intellectual Property Warranty:**
- 13.1.23.1. Supplier represents and warrants that (i) has the power and authority to provision the Products, grant the licenses and rights, and provide the Services, set forth in this Agreement, (ii) the Products, (including any open source, freeware or other third party products), Documentation, Services, Deliverables and the use of Products, licenses and the execution of the rights granted herein with respect to the Product, Documentation, Deliverables and Services, do not and will not violate or infringe upon the patents, copyrights, trade secrets, or other proprietary rights of others, and (iii) any information disclosed to Perspecta will not contain any trade secrets of any third party, unless disclosure is permitted by such third party.
- 13.1.23.2. If Supplier breaches this Intellectual Property Warranty, Perspecta may immediately terminate this Agreement in whole or in part and may immediately cancel any unfilled Orders without liability, such remedies being in addition to any other remedies provide by this Agreement, or otherwise available to Perspecta under law or equity.

- 13.2. Services Warranty. Supplier warrants that: Supplier will perform (me) all Services in a professional manner, consistent with the standard of skill and care exercised by the best professionals within Supplier's industry on projects of comparable scope and complexity, in a similar location, and in conformance with the requirements of the Agreement; (ii) Supplier is sufficiently experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform its Services in compliance with the terms of the Agreement; (iii) it is under no obligation or restriction, nor will it assume any such obligation or restriction, which would in any way interfere with or be inconsistent with, or present a conflict of interest concerning, the provision of Services under the Agreement; and (iv) All materials and equipment supplied to Perspecta, if any, and any associated workmanship, will be free from errors, faults, and defects and in conformance with the requirements of the Agreement for a period of twelve (12) months, following completion of all Services. If any longer, warranty is specified for any materials, equipment or workmanship under any plans or specifications, or under any subcontract, or in connection with any manufactured unit that is installed, the longer warranty period will govern. Supplier will ensure that all materials and equipment that carry a manufacturer's warranty are registered with the manufacturer in Perspecta's name, as further provided in the Agreement.
- 13.3. Perspecta Accessibility Requirements. Supplier warrants that Licensed Products, Services and/or Deliverables provided under the Agreement shall comply with Applicable Laws and Information Technology Accessibility Standards required to conform with Section 508 of the Rehabilitation Act (36 C.F.R. § 1194), and other applicable accessibility standards and regulations globally as specified in Perspecta Accessibility Requirements at the maximum extend practicable.
- 13.4. Disclaimer. SUPPLIER HEREBY DISCLAIMS AND PERSPECTA EXPRESSLY WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 13.5. Remedy for Breach.
- 13.5.1. In the event of a breach of Section 13.1 (Services Warranty) and Section 13.2 (Perspecta Accessibility Requirements), Perspecta may elect to exercise its rights under Section 9 (Termination), or allow Supplier to immediately re-perform any and all portions of the Services which Perspecta or Customer find to be defective or non-conforming without charge to Perspecta or Customer.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. Retained Rights. Each Party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, subject to any licenses granted herein.
- 14.2. Pre-Existing Intellectual Property.
- 14.2.1. Supplier will not use any Supplier or third party Pre-Existing Intellectual Property in connection with the Agreement unless Supplier has the right to use it for Perspecta's or Customer's benefit. If Supplier is not the owner of such Pre-Existing Intellectual Property, Supplier will obtain from the owner any rights as are necessary to enable Supplier to comply with the Agreement and for Perspecta to comply with the Prime Agreement.
- 14.2.2. Supplier will not use any Supplier or third party Pre-Existing Intellectual Property in connection with the Agreement unless Supplier has the right to use it for Perspecta's or Customer's benefit. If Supplier is not the owner of such Pre-Existing Intellectual Property, Supplier will obtain from the owner any rights as are necessary to enable Supplier to comply with the Agreement and for Perspecta to comply with the Prime Agreement.
- 14.2.3. Supplier will not incorporate any materials from a third party, including Open Source or freeware, into any Deliverable unless (i) Supplier clearly identifies the specific elements of the Deliverable to contain third party materials in the SOW, (ii) Supplier identifies the corresponding third party licenses and any restrictions on use thereof in the SOW, (iii) approval is given by Perspecta as evidenced by a signed SOW (or other written and fully executed agreement) and (iv) in the case of Open Source materials, approval by Perspecta shall include approval in accordance with Perspecta's Open Source review processes. Supplier represents and warrants that Supplier has complied and shall continue to comply with all third party licenses (including all open source licenses) associated with any software components that will be included in the Deliverables or any other materials supplied by Supplier. Supplier shall indemnify Perspecta against any losses and liability incurred by Perspecta and Perspecta's Customers due to failure of Supplier to meet any of the requirements in any of the third party licenses.

14.3. Ownership of Deliverables. Subject to Supplier and third party rights in Pre-Existing Intellectual Property, all Deliverables and all Intellectual Property Rights pertaining thereto will belong to Perspecta, and Supplier hereby assigns such rights to Perspecta. Supplier agrees that Perspecta will own all patents, inventor's certificates, utility models or other rights, copyrights or trade secrets covering the Deliverables and will have full rights to use the Deliverables without claim on the part of Supplier for additional compensation and without challenge, opposition or interference by Supplier. Supplier will sign any necessary documents and will otherwise assist Perspecta, at Perspecta's expense, in securing, maintaining and defending copyrights or other rights to protect the Deliverables in any country. Supplier, its agents, employees, and Subcontractors will deliver the Deliverables to Perspecta upon the earlier of the expiration/termination of the Agreement or Perspecta's request.

15. INSURANCE

15.1. During performance of the SOW, Supplier will maintain in full force and effect, at Supplier's expense, Workers' Compensation insurance as required by any Applicable Law or regulation, having jurisdiction over Supplier's employees. If Workers' Compensation is through a Social Scheme, Supplier agrees to be in full compliance with such laws thereof. Supplier will maintain Employer's Liability insurance in amounts not less than the local currency equivalent of U.S. \$1,000,000 each accident for bodily injury by accident and U.S. \$1,000,000 each employee for bodily injury by disease. Where permitted by law, such policies will contain a waiver of the insurer's subrogation rights against Perspecta, its Affiliates, officers, directors and employees. In addition, Supplier will maintain, at its expense, Comprehensive General Liability insurance. Such policy or policies limits shall be U.S. \$1,000,000 per occurrence (combined single limit) or \$1,000,000 each occurrence, \$1,000,000 aggregate for products and completed operations, and \$2,000,000 general aggregate). Supplier will maintain Automobile Liability Insurance to include coverage for liability, arising out of owned, hired and non-owned autos. The limit of liability shall not be less than \$1,000,000 combined single limit for each accident. Each Comprehensive General Liability and Automobile Liability policy shall name Perspecta, its Affiliates, officers, directors, and employees as additional insureds. It is agreed the insurance afforded such additional insureds shall apply as primary insurance and that any other insurance carried by Perspecta shall be excess only and shall not contribute with this insurance. All policies shall provide that the coverage hereunder shall not be cancelled without at least thirty (30) days prior written notice to Perspecta. If "claims made" policies are provided, Supplier shall maintain such policies, including unimpaired aggregate limits at the above stated minimums, for at least three years after the expiration of the Term. Upon demand by Perspecta, Supplier shall promptly supply Perspecta with certificates of insurance of such policies. In no event will the coverage or limits of any insurance maintained by Supplier under the Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Supplier's obligations or liability to Perspecta hereunder.

16. SITE SECURITY AND SAFETY

16.1. Security Requirements. Supplier Personnel must at all times adhere to the Site security and safety requirements of Perspecta and/or the Customer. Such requirements will be communicated by or provided to the Supplier by the Perspecta Project Manager specified in the SOW.

17. GENERAL PROVISIONS

17.1. Anti-Corruption Laws. Perspecta advises Supplier that Perspecta is subject to the US Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act ("UKBA"), as well as other global anti-corruption laws. These laws prohibit the payment or promise of payment of anything of value by Perspecta or its Affiliates, either directly or indirectly, to the representative of a commercial entity or an official of a foreign government, foreign political party, party official, or candidate for foreign office, for the purpose of influencing any act or decision in their official capacity, or inducing that official to use their influence with a foreign government to assist Perspecta or its Affiliates, in obtaining, retaining, or directing business to any person, or in securing any improper business advantage. Supplier agrees that it will not take any action, which could cause Perspecta to be in violation of the FCPA, UKBA or any other applicable anti-corruption law or regulation. If Supplier becomes aware of any such violation, it will immediately notify Perspecta.

17.2. Independent Contractors. Supplier will act solely as an independent contractor. Nothing contained herein will be construed to create the relationship of principal and agent, employer and employee, partners or joint venturers.

17.3. Assignment. Notwithstanding anything to the contrary in the Agreement and except as set forth in this Section 17.3, neither party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this agreement without the other party's written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, Perspecta, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (1) to any entity

controlled by, or under common control with, Perspecta, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of all or some assets or product lines, divestiture of one or more business units, or change of control or ownership of Perspecta, or its permitted successive assignees or transferees. In the event that during the term of this Agreement, Perspecta divests itself of less than all of its assets or products lines, then the resulting divested entity or entities, and any successor in interest to such entities may also receive the benefits and rights that Perspecta does under this Agreement, including but not limited to any entitlement to rate discounts the same as if it were still a part of Perspecta, and the spending by Perspecta and the divested entity or entities shall count towards any volume discount as if they remained one entity. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

- 17.4. Choice of Law. The Agreement shall be interpreted and governed by the laws of the State of Delaware, USA, without giving effect to that State's choice of law rules. Supplier and Perspecta expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement or to the transactions processed under the Agreement.
- 17.5. Compliance with Applicable Law. Supplier warrants that it will comply with all Applicable Law in its performance under the Agreement. Perspecta will not be responsible for monitoring Supplier's nor Subcontractor's compliance with any Applicable Laws.
- 17.6. Non-Restrictive Relationship. Nothing in the Agreement shall be construed so as to preclude Perspecta or any of its Affiliates from independently developing or from acquiring, marketing or providing similar products or services that may perform the same or similar functions as the Services and/or Deliverables.
- 17.7. Notices. All notices required under the Agreement will be in writing and will be sent to the address of the recipient specified in the SOW. Any such notice may be delivered by hand, by overnight courier or by first class pre-paid letter, and will be deemed to have been received: (i) if delivered by hand - at the time of delivery; (ii) if delivered by overnight courier - 24 hours after the date of delivery to courier with evidence of delivery from the courier; (iii) if delivered by first class mail – three (3) business days after the date of mailing.
- 17.8. U.S. Federal Procurement Requirements. Pursuant to FAR 52.212-5(e) and/or FAR 52.244-6, for any SOW referencing a specific U.S. Government prime contract, all applicable procurement regulations required by federal statute or regulation to be inserted in U.S. Government subcontracts apply, including but not limited to 52.203-13, Contractor Code of Business Ethics and Conduct, FAR 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009, FAR 52.219-8- Utilization of Small Business Concerns, FAR 52.222-26 - Equal Opportunity, FAR 52.222-35 – Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans, FAR 52.222-36 - Affirmative Action for Workers with Disabilities, FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496), FAR 52.222-41 - Service Contract Act of 1965, FAR 52.222-50 - Combating Trafficking in Persons, FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Service – Requirements, FAR 52.222-54, Employment Eligibility Verification, FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations, FAR 52.247-64 - Preference for Privately Owned U.S. Flag Commercial Vessels (as required in accordance with paragraph (d) of FAR clause 52.247-64. These provisions have the same force and effect as if they were stated in their full text.
- 17.9. American Recovery and Reinvestment Act. Pursuant to the American Recovery and Reinvestment Act of 2009, Public Law 111-5, for any Perspecta Purchase Order referencing funding by the Recovery Act, all applicable procurement regulations required by federal statute or regulation to be inserted in U.S. Government subcontracts apply, including but not limited to FAR 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements, and FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items Alternate II (Dec 2010) which provides for examination of any of the Contractor's or subcontractors' records that pertain to, and involve transactions funded by the American Recovery and Reinvestment Act of 2009. These provisions have the same force and effect as if they were stated in their full text.
- 17.10. U.S. Government Rights. Commercial software and commercial computer software documentation is provided to United States Government agencies in accordance with the terms of the Agreement, FAR 12.212 and DFARS 227.7202 For Commercial Technical Data the restrictions set forth in FAR 12.211 and for DoD agencies DFARS 252.227-7015 shall also apply. Data first produced in the performance of work under the Agreement is provided to U.S. Government agencies in accordance with FAR 52.227- 14(b)(1)(i). These provisions have the same force and effect as if they were stated in their full text.

- 17.11. **Dispute Resolution.** In the event that the parties are unable to agree upon any matters pursuant to this Agreement, the disputed matter will be referred to [provide director level position] for Perspecta and [provide director level position] for Supplier. If these two representatives cannot reach a mutually acceptable agreement within a reasonable time, the matter will be referred to [provide VP level position] for Perspecta and [provide VP level position] for Supplier. In the event they cannot reach a mutually acceptable resolution within a reasonable time, either Party will be entitled to seek all available remedies, including legal remedies. Notwithstanding the foregoing, either Party may seek injunctive relief with respect to any disputed matter without following the dispute resolution procedure set forth above. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- 17.12. **Continuity of Services.** Supplier acknowledges that the timely and complete performance of its obligations pursuant to this Agreement is critical to the business and operations of Perspecta and its Customers. Accordingly, in the event of a dispute between Perspecta and Supplier, Supplier shall continue to perform its obligations under this Agreement in good faith during the resolution of such dispute unless and until this Agreement expires or is rightfully terminated.
- 17.13. **Publicity.** Supplier shall not publicize or disclose the terms or existence of the Agreement, nor shall Supplier use the name(s), trademark(s), or tradename(s) of Perspecta, its Affiliates, except as follows: i) With the prior written consent of Perspecta; or ii) as may be necessary for Supplier to perform its obligations under the Agreement; or iii) as may otherwise be required by law. Perspecta may impose, as a condition of its consent, any restrictions which Perspecta deems appropriate, in its sole discretion. Supplier shall provide 10 days written notice to Perspecta prior to disclosure under subsections (ii) or (iii) above.
- 17.14. **Waiver.** Neither party's failure to exercise or delay in exercising any of its rights under the Agreement shall constitute or be deemed to constitute a waiver, forfeiture, or modification of such rights. Waiver of a breach of the Agreement shall not be deemed a waiver of any future breach. Any waiver must be in writing and signed by each party's representative.
- 17.15. **Severability.** If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected. In such event, the parties will negotiate a valid, enforceable substitute provision that most nearly effects the parties' original intent in entering into the Agreement or provide an equitable adjustment in the event no such provision can be added.
- 17.16. **Surviving Provisions.** The following sections shall survive the termination or expiration of the Agreement: Section 4 (Rights Granted – Licensed Product), Section 5 (Data Security and Privacy), Section 6 (Confidential Information), Section 7 (Limitation of Liability), Section 8 (Indemnification), Section 10 (Export and Import Compliance), Section 13 (Warranties), Section 14 (Intellectual Property Rights), Section 15 (Insurance), Section 17 (General Provisions), any Customer Flow Down imposing additional obligations on Supplier as to these terms, any provision that by its language or context implies its survival, and all licenses granted to Perspecta for Deliverables..
- 17.17. **Entire Agreement.** Except as set forth in Section 11.1 regarding Flow Downs, the Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written. No supplement, modification or amendment of the Agreement will be binding unless in a writing which states that it is an amendment of the Agreement, and which is signed by an authorized representative of each party who is authorized to amend the Agreement. For purposes of the Agreement, a "writing" shall specifically exclude any click-wrap, shrinkwrap or similar terms which accompany the Licensed Product.

18. DEFINITIONS

- 18.1. **"Affiliate"** means any entity controlled, directly or indirectly, by, under common control with, or controlling a Party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the Party has operational or management control. For the purposes of this definition, control means the power, direct or indirect, to direct, or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the previous sentence, owning the majority of the voting stock, shares, securities or assets of another entity.
- 18.2. **"Applicable Law"** means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits and legally binding requirements of all federal, country, international, state and local governmental authorities applicable to either party's performance under the Agreement.
- 18.3. **"Applicable Specifications"** means the functional, performance, operational, compatibility, and other specifications or characteristics of a Product or Service described in applicable Documentation, Ordering Document or as otherwise agreed in writing by the Parties.

- 18.4. "Authorized Users" means Perspecta, its Affiliates, and its and their respective joint venturers, employees, agents, consultants, contractors and service companies.
- 18.5. "Customer" means a Perspecta customer to whom Perspecta has agreed to provide goods or services.
- 18.6. "Days" will mean calendar days.
- 18.7. "Deliverables" means the tangible items to be provided by Supplier to Perspecta or Customer(s) in satisfaction of Supplier's obligations to Perspecta pursuant to a SOW.
- 18.8. "Delivered Duty Paid" means (i) Supplier shall deliver the Licensed Products to Perspecta cleared for import; (ii) Supplier owns Licensed Products in transit; (iii) title and risk of loss pass to Perspecta upon delivery of Licensed Products to the destination specified in the Purchase Order; (iv) Supplier pays and bears all costs, including but not limited to freight, shipping, duties, and taxes, required to deliver Licensed Products to the destination identified in the Purchase Order; (v) Supplier is liable for any loss or damage due to Supplier's failure to preserve, package, handle or pack Licensed Products; and (vi) Supplier is responsible for insuring all Licensed Products until risk of loss passes to Perspecta.
- 18.9. "Perspecta Enterprise Solutions LLC (Perspecta)" throughout the Agreement (with the exception of Section 2 (Financial Terms), means Perspecta Company and its Affiliates. Within Section 2 (Financial Terms), "Perspecta" means the Perspecta entity identified on the Purchase Order as being responsible for payment.
- 18.10. "Information Systems" means information systems including, but not limited to, net-services, computers, computer systems, communication systems and other information systems; and means of access to such systems including, but not limited to, passwords, tokens, keys, logon scripts or other authentication information.
- 18.11. "Intellectual Property Rights" or "Intellectual Property" means all rights in patents, copyrights, moral rights, trade secrets, mask works, trademarks, service marks and other intellectual property rights.
- 18.12. "Internal Use" means use on a worldwide basis by Perspecta and all Authorized Users for internal information processing services and computing needs, including but not limited to, any failover use or any home, remote, travel, or incidental use.
- 18.13. "License Term" means a perpetual or stated fixed term period beginning with the effective date as specified in the Software Addendum.
- 18.14. "Licensed Product" means Supplier's software program(s), in object code only, listed and described in a Software Addendum, in all available versions, platforms, languages, and all associated documentation, bug fixes, updates, upgrades or new versions thereof provided, or required to be provided by the Agreement, to Perspecta by Supplier.
- 18.15. "Open Source" means any software having license terms that require, as a condition of use, modification, or distribution of the software that such software or other software combined or distributed with such software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, and (iii) redistributable at no charge.
- 18.16. "Outsourcing Services" means a service whereby Perspecta (i) assumes the responsibility for day-to-day operations and management of all or a portion of a Customer's data processing operations; or (ii) performs facility management, systems integration or similar services; or (iii) hosts and delivers, or otherwise provisions, the Licensed Product to the Customer; or (iv) Perspecta provides access to or use of the Licensed Product as a service; or (v) provides business process outsourcing services to the Customer; all regardless of whether the Licensed Product is located at the Customer's site or a third party location or Perspecta facility, is licensed by the Customer or by Perspecta, and whether used on Customer, Perspecta or third party owned equipment.
- 18.17. "Perspecta" means Perspecta and its Affiliates, except with respect to the applicable Ordering Document, in which case Perspecta shall mean the applicable Perspecta Company that is Party to such Ordering Document.
- 18.18. "Perspecta Companies" means Perspecta and all Affiliates and "Perspecta Company" means Perspecta or an Affiliate.
- 18.19. "Ordering Document" means as applicable, a Purchase Order, or a Schedule, SOW and/or Order Form together with an associated Purchase Order(s) ("Ordering Document").
- 18.20. "Personnel" means workers employed or contracted by Supplier or its Subcontractors for the provision of Services and/or Deliverables to Perspecta hereunder.
- 18.21. "Pre-Existing Intellectual Property" means any Intellectual Property that has been conceived or developed by either party or any third party before Supplier renders any services under the Agreement or that is conceived or developed at any time wholly independently of the Deliverables
- 18.22. "Product" means any of Supplier's tangible or intangible items sold, leased or licensed to Perspecta; resold by or for Perspecta; granted access to, hosted or provisioned as a service by or for Perspecta for itself, its Affiliates

and/or its Customers under this Agreement, in accordance with the applicable Schedule, Statement of Work or Documentation. Products include but are not limited to Hardware, Software, Software as a Service, Documentation, Maintenance and Support, Services, third party products and services, Open Source Software, firmware, appliances or Hardware, and its and their options, features, conversions, updates, upgrades or peripheral products, or any combination of them, including any associated programs used to operate the appliances, hardware or otherwise.

18.23. "Perspecta Data" means the Perspecta Content, Confidential Information, information and data pertaining to Perspecta, its Affiliates and/or Perspecta Customers and their respective personnel whether entered in an Ordering Document, project specifications, documentation, software or equipment and information derived from such content, information and data that is submitted to or accessed by Supplier pursuant to this Agreement, including as is stored in or processed through diagnostic tools, hardware, firmware or software. Perspecta Data includes any Perspecta Company or Customer Personal Data.

18.24. "Personal Data" means any personally identifiable information that may be used to directly or indirectly identify or contact any person, including without limitation, any Perspecta Personnel, Customers or prospective customers and their personnel. Personal Data includes the sub-category "Personal Sensitive Information" ("PSI"). PSI is the following information that requires additional control and protection: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life, credit cards, debit cards, bank account numbers, social security numbers, social insurance numbers, passwords, security challenge information, driver's license numbers, unique biometric data and Personal Identification Codes ("PIC"). PSI also includes Personal Health Information ("PHI") and Non-Public Personal Information ("NPPI") and similarly restricted information, as such terms are defined under any applicable privacy law of the United States, any other country or any political subdivision thereof or other applicable laws, if applicable, including by not limited to the Health Information Portability and Privacy Act, if applicable (collectively, the "Privacy Laws") and any other information that Company may identify in writing as PSI.

IN WITNESS WHEREOF, Perspecta and Supplier have caused this Agreement to be signed by their duly authorized representatives, and warrant that the below signatories have the authority to bind their respective organization.

[Insert Perspecta Company]

Supplier Name

By:

By:

Authorized Signature

Authorized Signature

Name:

Name:

Title:

Title:

Date:

Date:

**SCHEDULE FOR
SUPPLIER PRODUCTS AND SERVICES**

Product Name	Description

SCHEDULE FOR FEES

Product Name	Description	List Price	Discount	Net Price for Perspecta	Maintenance

1. PRICING CONVERSION

If Supplier adopts a new pricing model for Products and Services, which could result in a lower total fee paid by Perspecta than the fees set forth in this Schedule, Perspecta may elect to use such lower fee in the calculation of fees incurred under this Schedule after the date of such election. Upon such election, Supplier agrees to renegotiate in good faith with Perspecta such fees in accordance with its new licensing pricing model and any terms and conditions of this Schedule affected thereby. Perspecta shall receive full recognition for licenses previously procured under this Schedule when converting to the new licensing pricing model. Supplier shall not charge Perspecta any additional fee or other charge for converting existing licenses to the new pricing model.

SCHEDULE FOR SOFTWARE, MAINTENANCE AND SUPPORT

In addition to the terms of the Agreement, the following provisions of this Schedule, and its Exhibits, shall control regarding the provision of Software, Maintenance and Support by the Supplier.

1. MAINTENANCE AND SUPPORT; REINSTATEMENT

- 1.1. Supplier shall provide Maintenance and Support in accordance with the accompanying Maintenance and Support Services Exhibit, which shall also include, without limitation, Supplier service levels for response to requests for technical assistance. Supplier shall provide Perspecta with Maintenance and Support in connection with the Software in each country in which Perspecta deploys Software licensed under this Schedule.
- 1.2. The first twelve (12) months of Maintenance and Support shall be at no additional charge for each software license purchase and installed Supplier shall provide Perspecta advance written notice at least sixty (60) days prior to the expiration of each annual Maintenance and Support period specifying that Maintenance and Support may renew for a period of one (1) year at the Maintenance and Support fees set forth in this Schedule. Perspecta may renew Maintenance and Support in whole or in part by issuing an applicable Purchase Order prior to the effective date of expiration. In the event Perspecta renews Maintenance and Support in part, Maintenance and Support shall only renew for that licensed Software capacity designated by Perspecta as continuing to require Maintenance and Support. In no event shall Maintenance and Support automatically renew.
- 1.3. The Maintenance and Support fee shall be a percentage rate based upon the Perspecta discounted Software license fee (not on the Software list price).
- 1.4. Maintenance and Support shall include, but not be limited to: (i) providing any changes, modifications, enhancements or other improvements to the Software, including all upgrades and updates; (ii) correction of any bugs, errors and defects in the Software as delivered to Perspecta that are identified by Perspecta and disclosed in reasonable detail to Supplier; (iii) correction of any bugs, errors and defects in the Software that are identified by Supplier; and (iv) reasonable telephone consultation.
- 1.5. There shall be no Maintenance and Support reinstatement penalty if Perspecta desires to reinstate Maintenance and Support previously cancelled for deployed licensed Software capacity. However, Maintenance and Support fees for reinstated licensed Software capacity will be invoiced and due immediately upon reinstatement based on the pro-rated balance left in the then current annual Maintenance and Support period.
- 1.6. All Maintenance and Support will be in the English language and local languages. The local language of the Perspecta business unit requesting such support will be the alternate language.
- 1.7. Maintenance and Support for any particular Software licenses may be converted to have a single renewal date (i.e., coterminous Maintenance and Support) at Perspecta's election. In the event of such election, Maintenance and Support fees will not be due from Perspecta until after the expiration of the current annual Maintenance and Support period in respect of each Software license, unless otherwise agreed by the Parties in writing.

2. **Termination of Maintenance and Support.** Perspecta's nonpayment of Maintenance and Support fees shall in no event result in termination of this Agreement, or of any licensing rights granted hereunder, but shall instead operate as an election on Perspecta's part to discontinue Maintenance and Support upon expiration of the Maintenance and Support Term(s) for which Perspecta has paid.

3. Other Fees. The Parties agree there shall be no other or additional fees, except for those set forth in this

Schedule; therefore, there shall be no access; transfer; use; novation; relocation; assignment or "other", or "new" fees or "penalties", whatsoever charged to Perspecta or any of its Customers pertaining to Perspecta licensed or Customer licensed product during the Term.

4. Training Services. Supplier shall offer, as applicable, various educational and knowledge transfer training Services ("Training Services") to Perspecta. As set forth herein, Training Services pricing shall be discounted at a fixed rate for the Term of this Schedule as such relates to the type of offered training on a per student basis. If the educational Training Services block of hours shall not exceed a fixed amount of time over the Initial Term of this Schedule or any Renewal Terms hereof, that shall be detailed in an Exhibit to this Schedule.

EXHIBITS TO THIS SCHEDULE

- Exhibit A** Maintenance and Support Services
- Exhibit B** Pricing and Maintenance and Support Fees

**EXHIBIT A
Maintenance and Support Services**

MAINTENANCE AND SUPPORT SERVICES

Term, Renewal and Reinstatement: Supplier will provide Perspecta Maintenance and Support Services beginning the effective date specified in the Order Form or Purchase Order ("Service Commencement Date") for an initial period of [] months. Maintenance and Support is defined as updates, upgrades, patches, fixes, etc., technical support provided for the software Services.

Supplier shall provide Perspecta with Maintenance and Support in connection with the Software in each country in which Perspecta deploys Software licensed under this Agreement.

The first twelve (12) months of Maintenance and Support shall be at no additional charge. Moreover, such provision shall apply to any new Software licenses purchased and deployed during the Term of this Agreement. Supplier shall provide Perspecta advance written notice at least sixty (60) days prior to the expiration of each annual Maintenance and Support period specifying that Maintenance and Support may renew for a period of one (1) year at the Maintenance and Support fees set forth in this Agreement. Perspecta may renew Maintenance and Support in whole or in part by issuing an applicable Purchase Order prior to the effective date of expiration. In the event Perspecta does not renew Maintenance and Support in part, Maintenance and Support shall only renew for that licensed Software capacity designated by Perspecta as continuing to require Maintenance and Support. In no event shall Maintenance and Support automatically renew.

The Maintenance and Support fee shall be a percentage rate based upon the Perspecta discounted Software license fee (not on the Software list price).

There shall be no Maintenance and Support reinstatement penalty if Perspecta desires to reinstate Maintenance and Support previously cancelled for deployed licensed Software capacity. However, Maintenance and Support fees for reinstated licensed Software capacity will be invoiced and due immediately upon reinstatement based on the pro-rated balance left in the then current annual Maintenance and Support period.

All Maintenance and Support will be in the English language and local languages. The local language of the Perspecta business unit requesting such support will be the alternate language. Maintenance and Support for any particular Software licenses may be converted to have a single renewal date (i.e., coterminous Maintenance and Support) at Perspecta's election. In the event of such election, Maintenance and Support fees will not be due from Perspecta until after the expiration of the current annual Maintenance and Support period in respect of each Software license, unless otherwise agreed by the Parties in writing.

Maintenance and Support Services: Supplier shall provide the Maintenance and Support Services set out in this Addendum, which in addition to the foregoing definition shall include the following:

- Provision of the Maintenance and Support Services in accordance with the Service Levels;
- Provision of Help Desk services;
- Assisting Perspecta and end users with all questions relating to operation, maintenance and non-performance of the Software;
- Diagnosing, isolating and correcting Software Faults in accordance with the relevant Service Levels;
- Maintaining the expected Availability of the Software in accordance with the relevant Service Levels;
- Supplying, installing and/or implementing any patches, fixes, New Versions and/or New Releases of the Software to Perspecta as they become available from time to time for testing and acceptance;
- Complying with the reporting requirements; and
- Within [] days of installation of a Modification, make appropriate amendments to the Documentation specifying the nature of the Modification and providing instructions for the proper use of the corrected version of the Software.

On-Site Access: To the extent that any Maintenance and Support Services need to be performed on-site at a Perspecta-designated facility, such details shall be included in the applicable Order Form or Purchase Order issued pursuant to such Maintenance and Support Services, and the time and place of such Services to be subject to Perspecta’s reasonable instructions and requirements related to personnel, security, systems access and otherwise. Supplier remains solely liable for all of its employees and subcontractors at all times.

Perspecta Responsibilities: Perspecta will do the following with respect to any maintenance and support services:

- Provide adequately trained personnel to reasonably assist Supplier in identifying and correcting Software Faults;
- At the time of any call reporting a Software Fault, provide reasonably requested information (including, by way of example, system log files, configuration files etc.) and, to the extent it is practical and commercially reasonable to do so, a reproducible instance of the issue;
- Prior to reporting any Software Fault, where reasonably possible, perform preliminary trouble shooting or diagnostics to assist confirming that the Software Fault relates to the Supplied Software; and
- In the event of the need for the Supplier to provide onsite Maintenance and Support Services, provide reasonable access to relevant premises during the Service Hours.

Software Fault and Reporting Requirements: A *Software Fault* means any incorrect functioning of the Software which results in the failure of the Software to operate in full compliance with the standards set out in the Documentation, Order Form, or as was otherwise communicated to the Perspecta, including any malfunctions or interfacing problems with any equipment that does not form part of the Software but is covered by or is reasonably contemplated within the Documentation for the Software.

The following tables set forth the Maintenance and Support Service Levels, and Supplier’s obligations with regards to each Priority level.

Category	Description	Result	Supplier Reporting Requirement
Priority 1	Failure or degradation of one or more elements of the Software that are business or customer affecting, time-critical and for which no immediate work-around is available.	Functionality of elements of the Software fail, rendering elements of the Software wholly or partially inoperative or causing data corruption, loss or duplication.	Full root cause analysis performed and timetable for permanent fixes to be provided within [24] hours of the Software Fault being reported.

Priority 2	Failure or degradation of a single element of the Software that is business or customer affecting or which will become time-critical and for which a workaround is available but is unsatisfactory in the short term.	Functionality of elements of the Software fails or degrades to the point of not being usable on an intermittent or frequent basis, rendering elements of the Software wholly or partially inoperative or causing data corruption, loss or duplication.	Full root cause analysis performed and timetable for permanent fixes to be provided within 5 calendar days of the Software Fault being reported. Analysis of potential causes & solutions to be provided with timetable for resolution.
Priority 3	Failure of one or more components of the Software that has no immediate business impact & remains operational via temporary or automated workaround, but requires a permanent replacement or solution to be developed.	Functionality of one or more components of the Software fail, service to users is unaffected as workaround routes around the problem.	Resolution timetable for permanent replacement component solution to be provided within a reasonable time.
Priority 4	Failure of a single component of the Software that is non-business affecting & remains operational via workaround & has been requested to be included as a fix, patch or features of the next New Release.	Functionality of a component of the Software fails, service is unaffected as workaround routes around the problem area.	Timetable of feature, patch or hardware release to be provided.

Determination of Severity Classifications: Perspecta and Supplier will agree on the severity classification of the Software Fault at the time Perspecta reports the Software Fault to the Supplier, or is discovered by the Supplier, pursuant to the table below, or as mutually agreed to in writing by the parties. In the event that the parties cannot agree; or if the Documentation does not otherwise make it clear what the severity classification is, Perspecta will, acting reasonably, be solely responsible for determining the relevant severity classification.

Response and Restoration Times:

Supplier will ensure that Software Faults are rectified within the Response and Restoration times set out in the table below. All Response & Restoration Periods will be calculated from the time when Perspecta reports a Software Fault to the Supplier, or when Supplier detects such Software Faults, whichever is first, ('Initial Logging') until Supplier provides notice that the Software Fault has been resolved and Perspecta is reasonably satisfied with the resolution, or the Software Fault status has been downgraded ('Service Restoration'). When a Software Fault is downgraded, all further resolution times will be calculated from the time that Perspecta is satisfied (acting reasonably) that, having received notice from the Supplier, the Software Fault has been downgraded, also an *Initial Logging*.

Maintenance & Support - Response and Restoration Times				
Software Fault Category	Response Time (Call returned by live person)	Time to Service Restoration	Time to Permanent Fix	Time to Escalate to Management

Priority 1	[30] min	[4] hrs	[5] days	[4] hrs & every [2] hrs thereafter
Priority 2	[30] min	[8] hrs	[10] days	[8] hrs & every [2] hrs thereafter
Priority 3	[24] hrs	[By the next New Release]	[By the next New Release]	[Not applicable]
Priority 4	[]	[]	[]	[]

Determination of Compliance with Service Levels: Supplier will measure the Resolution Periods achieved in relation to the Software Faults above, in addition to the Availability of the Software. In the event that there are any differences between the results measured by Perspecta and those reported by the Supplier with regards to a Response Time, Supplier’s Time to Service Restoration or Time to Permanent Fix on a Software Fault. Perspecta’s measurement will prevail to the extent that Supplier is unable to produce sufficiently detailed or credible documentation to support its calculations, if different.

Service Credits: If Supplier does not respond to, restore, and definitively fix a particular Software Fault within the time periods stated herein, then Perspecta will receive the following Service Credits as a *Refund* (defined as a pro-rata credit of the Monthly Service Fees during each monthly period in which a Priority Software Fault occurs), which Supplier will pay to Perspecta via check within thirty (30) days of becoming aware of the particular Software Fault arising that accrued such Service Credit. Alternatively, at Perspecta’s sole discretion, Perspecta may elect to have such Service Credits deducted from any then-current or future invoices accruing related to the Services.

Service Credits			
Software Fault Category	Failure to Achieve Service Response Time	Failure to Restore Service within agreed Time	Each additional 24 hr period during which Service Restoration is not achieved
Priority 1	[]% Refund	[]% Refund	[]% Refund
Priority 2	[]% Refund	[]% Refund	[]% Refund
Priority 3	[]% Refund	[]% Refund	[]% Refund
Priority 4	[]% Refund	[]% Refund	[]% Refund

Reporting and Meeting Obligations: Supplier will report to Perspecta periodically and as-requested on its performance of the Maintenance and Support Services measured against the Service Levels. Supplier should have the ability to report the following types of information to Perspecta, in addition to other metrics as agreed to by the parties.

- The number of Software Faults logged, resolved or still outstanding within a preceding period of time up to the duration of the services;

- Performance metrics related to the Supplier's success in successfully meeting its monthly SLA levels;
- Details surrounding a particular documented Software Fault;
- The number of Service Credits accruing within a period of time, together with details of the Software Faults to which the Service Credits relate;
- Details regarding requests for Maintenance and Support Services; the total number and time and date of request phone calls, emails, etc.,
- Specification of the Monthly Availability Percentage for software uptime throughout performance of the Services.

Supplier will maintain its records in such a manner as to facilitate the audit and review of its performance of Maintenance and Support Services referred to herein. Where applicable, Supplier may appoint a point of contact to communicate regularly with Perspecta, report on performance, and resolve issues, in addition to the Help Desk services.

Maintenance and Support Termination Event: If Supplier fails to respond to and satisfactorily resolve [3] or more Priority 1 or Priority 2 issues in [3] or more consecutive or non-consecutive months within a rolling six (6) month period ("Maintenance and Support Service Failure Trigger"), Perspecta may immediately terminate the applicable Order Form or the Agreement upon written notice to Supplier within (60) days of the Maintenance and Support Service Failure Trigger and Supplier shall refund to Perspecta any pre-paid unused Maintenance and Support Fees (or a corresponding pro-rata portion of the Service fees as they relate to Maintenance and Support) for the corresponding remaining portion of the Term within thirty (30) days from the effective date of such termination.

EXHIBIT B

Pricing and Maintenance and Support Fees

SCHEDULE FOR HOSTED SERVICES (SAAS)

In addition to the terms of the Master Supplier Agreement (the "**Agreement**"), the following provisions of this Schedule and its Exhibits shall control regarding the provision of Products and Services under this Schedule. In the event of any conflict terms between the terms of this Schedule and the Agreement, the terms of the Agreement shall control, except that a term or condition in a Schedule that expressly states the Parties intent for such term or condition to supersede a specific term or condition in this Agreement shall take precedence for that limited purpose. Any terms not defined herein shall have the meaning ascribed in the Agreement.

1. PROVISION OF HOSTING SERVICES

- 1.1. Supplier will provide the Products and Services as described in Exhibits to this Schedule, and in accordance with any applicable Documentation.
- 1.2. Supplier, and/or Supplier's approved subcontractors, will be solely responsible for the maintenance and support of all hardware, firmware, software, and telecommunications equipment and facilities necessary for the delivery of the Hosted Services in accordance with the terms and conditions of this Schedule and any Statement of Work hereunder.
- 1.3. Supplier's performance standards and support obligations to Perspecta are set forth as Service Levels in Exhibit B, [Software Service Level Agreement ("SLA")].

2. DATA SECURITY AND HOSTING

- 2.1. **SSAE 16 / ISAE 3402.** As of the Effective Date, Supplier will process Perspecta Data at the following hosting facility location: [REDACTED] ("**Hosting Facility**"). Supplier shall not process Perspecta Data at another location or switch Hosting Facility locations without receiving prior written approval from Perspecta. Failure to obtain Perspecta's prior written permission before relocating to a different Hosting Facility shall be a material breach. Supplier shall ensure that the Hosting Facility from which the SaaS offerings for Perspecta are provided is audited on a yearly basis under SSAE 16 or ISAE 3402 and shall provide Perspecta with each annual SSAE 16 or ISAE Type II report (the "**Report**") for its Hosting Facility during the Term. If a Report states that the Hosting Facility has failed to materially satisfy one or more control objectives, Supplier shall promptly provide Perspecta with a remediation plan with the necessary steps to satisfy such control objectives and use commercially reasonable efforts to cause the Hosting Facility to materially satisfy all control objectives. If, despite Supplier's efforts, the Hosting Facility cannot materially satisfy all relevant control objectives, Supplier will move the SaaS offerings to a mutually agreed alternate Hosting Facility which materially satisfies all control objectives with minimum disruption and at no cost to Perspecta. The failure to move the SaaS offerings to a mutually agreed alternate Hosting Facility within a reasonable time will be a material breach of the Agreement.

3. SECURITY RISK REVIEW

- 3.1. Throughout the Term, the Parties shall meet to review data security issues as mutually agreed upon, including upon short notice. Should any data security review result in the discovery of material security risks to the Products or Services, systems, equipment, software, network(s), or facilities used by Supplier or its contractors to provide the SaaS offerings (as such materiality is determined by Perspecta), Perspecta shall promptly notify Supplier of such risks, and Supplier shall respond to Perspecta in writing within three (3) days with Supplier's plan to take reasonable measures to promptly correct, repair, or modify the applicable Products or Services, system, equipment, software, network, or facility to effectively eliminate such material security risks without additional charge to Perspecta. Upon Perspecta's approval, Supplier shall implement such plan as quickly as practicable. Should Supplier fail to respond within the allowed timeframe, or fail to take reasonable measures to remedy the identified risk pursuant to such approved plan, Perspecta may terminate this Schedule and/or Agreement for cause effective upon a date provided in a written notice.
- 3.2. The Parties shall also develop and agree upon an action plan to promptly address and resolve any non-material deficiencies, concerns, and recommendations in such review, and Supplier shall undertake remedial action in accordance with such action plan and the dates specified therein. Any action resulting from a review that relates to Supplier's failure to comply with a then-existing obligation of Supplier under this Schedule shall be made at Supplier's sole expense. The actions and remedies contemplated by this Section are in addition to all other rights that Perspecta may have in respect of Supplier's failure to meet its obligations under this Schedule or the Agreement.

4. Service Offering Reseller

- 4.1. "**Perspecta Service Offering**" means a service that Perspecta provides to End Users that makes available, runs,

- accesses or otherwise interacts directly or indirectly with Supplier Software licensed to Perspecta.
- 4.2. **“End User”** means a legal entity that obtains one or more Perspecta Service Offerings indirectly through a Service Offering Reseller.
 - 4.3. **“Service Offering Reseller”** means a legal entity that resells one or more Perspecta Service Offerings to End Users pursuant to a Service Offering Reseller agreement with Perspecta.
 - 4.4.
 - 4.5. Perspecta Services may at times be re-branded or white labeled by a particular Service Offering Reseller. A Service Offering Reseller shall mean an entity that resells Perspecta Products and Services to entities obtaining Perspecta Services indirectly through that entity, and/or offered as a component of other services. Perspecta Services can be hosted on various platforms included but not limited to cloud and big data platforms owned, leased, or co-located on either Perspecta, Service Provider, or Authorized User environments.
 - 4.6. Supplier grants Perspecta a non-perpetual, non-exclusive, terminable, nontransferable, worldwide and limited right to copy, install, access, display, run, distribute, and make available to End Users and Service Offering Resellers to access, use, or otherwise interact with the Hosted Services under this Schedule as part of Perspecta Service Offerings to End Users. Notwithstanding the generality of the foregoing, End Users and Service Offering Resellers may not allow other third parties to access, use or otherwise interact with Supplier Software except as expressly set forth in this Amendment; provided that this restriction shall not apply to consultants or subcontractors to End Users or Service Providers.

EXHIBITS TO THIS SCHEDULE

Exhibit A	Description of Hosted Services - Documentation
Exhibit B	Software Service Level Agreement (“SLA”)

EXHIBIT A

DESCRIPTION OF HOSTED SERVICES - DOCUMENTATION

[Insert any applicable Documentation here describing how the Hosted Services actually works]

EXHIBIT B
SOFTWARE SERVICE LEVEL AGREEMENT (“SLA”)

Supplier shall provide the licensed software services [redacted] (the “Services”) as described in an Order Form, Purchase Order or Amendment issued pursuant to this Schedule, which shall meet the service levels as described in this SLA, for the benefit of Perspecta and Perspecta’s Customers (both referred to herein as “Perspecta”). Words not defined herein shall have the same meaning as in the Schedule and Agreement.

1 SOFTWARE UPTIME AND AVAILABILITY

Help Desk Operations: Supplier shall maintain a help desk staffed with personnel to answer questions from Perspecta users by telephone and email between the hours of [redacted]am – [redacted]pm [EST], [Monday – Friday], excluding the following days throughout the year [redacted]. Supplier will bear the cost of establishing, maintaining, and providing Perspecta with a toll-free phone number for the purpose of making Maintenance and Support calls to the Help Desk throughout the term of the Maintenance and Support services. Tel No: [redacted] E-mail: [redacted]

Software Availability: The Services shall be Available at least [99.8%] of the time, measured monthly (“Baseline Availability”). Baseline Availability shall be measured for the monthly period by calculating (i) the total number of minutes in a month, (ii) minus the number of minutes of both *Scheduled Downtime* and *Excused Downtime* in the same month, (iii) divided by the total number of minutes in the same month. That number equals the *Monthly Availability Percentage*. If the Monthly Availability Percentage falls below Baseline Availability in a given month, Service Credits will accrue, and may lead to a Termination Event.

Scheduled Downtime shall mean the total time during the measurement period that the Subscription is not available due to maintenance, upgrades or fixes, subject to the following. Supplier shall perform all maintenance, upgrades or fixes in a manner that will not typically require downtime. If Scheduled Downtime is required, it must occur during off-peak hours [1am – 5am] [EST] on [Sundays], or alternatively, if the Supplier is providing global hosting services which Perspecta will access concurrently across different countries and time zones, any Scheduled Downtime must not adversely impact Perspecta operations and use of the Software. Supplier must provide Perspecta at least [07] [days] prior written notice of any such maintenance, upgrades or fixes. The total cumulative period of Scheduled Downtime in a given month shall not exceed [1.5] [hours]. Any period of Downtime for which any of the foregoing three conditions are not met shall be *Unscheduled Downtime*, and Service Credits shall accrue for each.

Unscheduled Downtime shall mean the total number of minutes during the measurement period during which the Subscription is not available for use by Perspecta other than Scheduled Downtime as defined herein. All periods of *Unscheduled Downtime* shall accrue Service Credits and may lead to a Termination Event.

Excused Downtime shall mean the total number of minutes during the measurement period during which the Subscription is not available for use by Perspecta due to events outside of Supplier’s reasonable control, including Perspecta hardware or network issue or widespread telecommunications outages, provided that Supplier has implemented then-current commercially reasonable physical, technical and administrative safeguards to protect against such outages.

Service Credits: Service Credits shall accrue when the Monthly Availability Percentage falls below the Baseline Availability. *Deficient Availability* is defined as any month where the Monthly Availability Percentage falls below the Baseline Availability level, but remains above the Seriously Deficient Availability level. *Seriously Deficient Availability* is defined as any month where the Monthly Availability Percentage falls below the Deficient Availability level. The availability levels, and the Service Credits which accrue for each, are set forth as follows:

Service Credits:			
	Monthly Availability %	Equivalent Duration of Unavailability*	Service Credit Due
Expected Baseline Availability	[99.8%]	[redacted] hr [redacted] min]	N/A

Deficient Availability	[98 % - 99.7 %]	[___ hr ___ min - ___ hr ___ min]	[___ %] REFUND OF MONTHLY FEES
Seriously Deficient Availability	[< 98 %]	[> ___ hr ___ min]	[___ %] REFUND OF MONTHLY FEES

Software Unavailability Termination Event: If Availability falls below the Baseline Availability in [3] or more consecutive or non-consecutive months within a rolling (6) month period ("Service Failure Trigger"), Perspecta may immediately terminate the applicable Order Form, Schedule or the Agreement upon written notice to Supplier within (60) days of the Service Failure Trigger. Supplier shall then, in addition to any Service Credits which have accrued, refund to Perspecta any pre-paid unused Fees for the remaining portion of the Term within thirty (30) days from the effective date of such termination.

2 MAINTENANCE AND SUPPORT SERVICES

Term, Renewal and Reinstatement: Supplier will provide Perspecta Maintenance and Support Services beginning the effective date specified in the Order Form or Purchase Order ("Service Commencement Date") for an initial period of [___] months. Maintenance and Support is defined as updates, upgrades, patches, fixes, etc., technical support provided for the software Services.

Supplier shall provide Perspecta with Maintenance and Support in connection with the Software in each country in which Perspecta deploys Software licensed under this Schedule.

The first twelve (12) months of Maintenance and Support shall be at no additional charge. Moreover, such provision shall apply to any new Software licenses purchased and deployed during the Term of this Schedule. Supplier shall provide Perspecta advance written notice at least sixty (60) days prior to the expiration of each annual Maintenance and Support period specifying that Maintenance and Support may renew for a period of one (1) year at the Maintenance and Support fees set forth in this Schedule. Perspecta may renew Maintenance and Support in whole or in part by issuing an applicable Purchase Order prior to the effective date of expiration. In the event Perspecta does not renew Maintenance and Support in part, Maintenance and Support shall only renew for that licensed Software capacity designated by Perspecta as continuing to require Maintenance and Support. In no event shall Maintenance and Support automatically renew.

The Maintenance and Support fee shall be a percentage rate based upon the Perspecta discounted Software license fee (not on the Software list price).

There shall be no Maintenance and Support reinstatement penalty if Perspecta desires to reinstate Maintenance and Support previously cancelled for deployed licensed Software capacity. However, Maintenance and Support fees for reinstated licensed Software capacity will be invoiced and due immediately upon reinstatement based on the pro-rated balance left in the then current annual Maintenance and Support period.

All Maintenance and Support will be in the English language and local languages. The local language of the Perspecta business unit requesting such support will be the alternate language.

Maintenance and Support for any particular Software licenses may be converted to have a single renewal date (i.e., coterminous Maintenance and Support) at Perspecta's election. In the event of such election, Maintenance and Support fees will not be due from Perspecta until after the expiration of the current annual Maintenance and Support period in respect of each Software license, unless otherwise agreed by the Parties in writing.

Maintenance and Support Services: Supplier shall provide the Maintenance and Support Services set out in this Addendum, which in addition to the foregoing definition shall include the following:

- Provision of the Maintenance and Support Services in accordance with the Service Levels;
- Provision of Help Desk services;
- Assisting Perspecta and end users with all questions relating to operation, maintenance and non-performance of the Software;
- Diagnosing, isolating and correcting Software Faults in accordance with the relevant Service Levels;
- Maintaining the expected Availability of the Software in accordance with the relevant Service Levels;

- Supplying, installing and/or implementing any patches, fixes, New Versions and/or New Releases of the Software to Perspecta as they become available from time to time for testing and acceptance;
- Complying with the reporting requirements; and
- Within [] days of installation of a Modification, make appropriate amendments to the Documentation specifying the nature of the Modification and providing instructions for the proper use of the corrected version of the Software.

On-Site Access: To the extent that any Maintenance and Support Services need to be performed on-site at a Perspecta-designated facility, such details shall be included in the applicable Order Form or Purchase Order issued pursuant to such Maintenance and Support Services, and the time and place of such Services to be subject to Perspecta’s reasonable instructions and requirements related to personnel, security, systems access and otherwise. Supplier remains solely liable for all of its employees and subcontractors at all times.

Perspecta Responsibilities: Perspecta will do the following with respect to any maintenance and support services:

- Provide adequately trained personnel to reasonably assist Supplier in identifying and correcting Software Faults;
- At the time of any call reporting a Software Fault, provide reasonably requested information (including, by way of example, system log files, configuration files etc.) and, to the extent it is practical and commercially reasonable to do so, a reproducible instance of the issue;
- Prior to reporting any Software Fault, where reasonably possible, perform preliminary trouble shooting or diagnostics to assist confirming that the Software Fault relates to the Supplied Software; and
- In the event of the need for the Supplier to provide onsite Maintenance and Support Services, provide reasonable access to relevant premises during the Service Hours.

Software Fault and Reporting Requirements: A *Software Fault* means any incorrect functioning of the Software which results in the failure of the Software to operate in full compliance with the standards set out in the Documentation, Order Form, or as was otherwise communicated to the Perspecta, including any malfunctions or interfacing problems with any equipment that does not form part of the Software but is covered by or is reasonably contemplated within the Documentation for the Software.

The following tables set forth the Maintenance and Support Service Levels, and Supplier’s obligations with regards to each Priority level.

Category	Description	Result	Supplier Reporting Requirement
Priority 1	Failure or degradation of one or more elements of the Software that are business or customer affecting, time-critical and for which no immediate work-around is available.	Functionality of elements of the Software fail, rendering elements of the Software wholly or partially inoperative or causing data corruption, loss or duplication.	Full root cause analysis performed and timetable for permanent fixes to be provided within [24] hours of the Software Fault being reported.
Priority 2	Failure or degradation of a single element of the Software that is business or customer affecting or which will become time-critical and for which a workaround is available but is unsatisfactory in the short term.	Functionality of elements of the Software fails or degrades to the point of not being usable on an intermittent or frequent basis, rendering elements of the Software wholly or partially inoperative or causing data corruption, loss or duplication.	Full root cause analysis performed and timetable for permanent fixes to be provided within [5] calendar days of the Software Fault being reported. Analysis of potential causes & solutions to be provided with timetable for resolution.
Priority 3	Failure of one or more components of the Software that has no immediate business impact & remains operational via temporary or automated workaround, but requires a permanent replacement or solution to be developed.	Functionality of one or more components of the Software fail, service to users is unaffected as workaround routes around the problem.	Resolution timetable for permanent replacement component solution to be provided within a reasonable time.

Priority 4	Failure of a single component of the Software that is non-business affecting & remains operational via workaround & has been requested to be included as a fix, patch or features of the next New Release.	Functionality of a component of the Software fails, service is unaffected as workaround routes around the problem area.	Timetable of feature, patch or hardware release to be provided.
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Determination of Severity Classifications: Perspecta and Supplier will agree on the severity classification of the Software Fault at the time Perspecta reports the Software Fault to the Supplier, or is discovered by the Supplier, pursuant to the table below, or as mutually agreed to in writing by the parties. In the event that the parties cannot agree; or if the Documentation does not otherwise make it clear what the severity classification is, Perspecta will, acting reasonably, be solely responsible for determining the relevant severity classification.

Response and Restoration Times:

Supplier will ensure that Software Faults are rectified within the Response and Restoration times set out in the table below. All Response & Restoration Periods will be calculated from the time when Perspecta reports a Software Fault to the Supplier, or when Supplier detects such Software Faults, whichever is first, ('Initial Logging') until Supplier provides notice that the Software Fault has been resolved and Perspecta is reasonably satisfied with the resolution, or the Software Fault status has been downgraded ('Service Restoration'). When a Software Fault is downgraded, all further resolution times will be calculated from the time that Perspecta is satisfied (acting reasonably) that, having received notice from the Supplier, the Software Fault has been downgraded, also an *Initial Logging*.

Maintenance & Support - Response and Restoration Times				
Software Fault Category	Response Time (Call returned by live person)	Time to Service Restoration	Time to Permanent Fix	Time to Escalate to Management
Priority 1	[30] min	[4] hrs	[5] days	[4] hrs & every [2] hrs thereafter
Priority 2	[30] min	[8] hrs	[10] days	[8] hrs & every [2] hrs thereafter
Priority 3	[24] hrs	[By the next New Release]	[By the next New Release]	[Not applicable]
Priority 4	[]	[]	[]	[]

Determination of Compliance with Service Levels: Supplier will measure the Resolution Periods achieved in relation to the Software Faults above, in addition to the Availability of the Software. In the event that there are any differences between the results measured by Perspecta and those reported by the Supplier with regards to a Response Time, Supplier's Time to Service Restoration or Time to Permanent Fix on a Software Fault. Perspecta's measurement will prevail to the extent that Supplier is unable to produce sufficiently detailed or credible documentation to support its calculations, if different.

Service Credits: If Supplier does not respond to, restore, and definitively fix a particular Software Fault within the time periods stated herein, then Perspecta will receive the following Service Credits as a *Refund* (defined as a pro-rata credit of the Monthly Service Fees during each monthly period in which a Priority Software Fault occurs), which Supplier will pay to Perspecta via check within thirty (30) days of becoming aware of the particular Software Fault arising that accrued such Service Credit. Alternatively, at Perspecta's sole discretion, Perspecta may elect to have such Service Credits deducted from any then-current or future invoices accruing related to the Services.

Service Credits			
Software Fault Category	Failure to Achieve Service Response Time	Failure to Restore Service within agreed Time	Each additional 24 hr period during which Service Restoration is not achieved
Priority 1	[]% Refund	[]% Refund	[]% Refund
Priority 2	[]% Refund	[]% Refund	[]% Refund
Priority 3	[]% Refund	[]% Refund	[]% Refund
Priority 4	[]% Refund	[]% Refund	[]% Refund

Reporting and Meeting Obligations: Supplier will report to Perspecta periodically and as-requested on its performance of the Maintenance and Support Services measured against the Service Levels. Supplier should have the ability to report the following types of information to Perspecta, in addition to other metrics as agreed to by the parties.

- The number of Software Faults logged, resolved or still outstanding within a preceding period of time up to the duration of the services;
- Performance metrics related to the Supplier’s success in successfully meeting its monthly SLA levels;
- Details surrounding a particular documented Software Fault;
- The number of Service Credits accruing within a period of time, together with details of the Software Faults to which the Service Credits relate;
- Details regarding requests for Maintenance and Support Services; the total number and time and date of request phone calls, emails, etc.,
- Specification of the Monthly Availability Percentage for software uptime throughout performance of the Services.

Supplier will maintain its records in such a manner as to facilitate the audit and review of its performance of Maintenance and Support Services referred to herein. Where applicable, Supplier may appoint a point of contact to communicate regularly with Perspecta, report on performance, and resolve issues, in addition to the Help Desk services.

Maintenance and Support Termination Event: If Supplier fails to respond to and satisfactorily resolve [3] or more Priority 1 or Priority 2 issues in [3] or more consecutive or non-consecutive months within a rolling six (6) month period (“Maintenance and Support Service Failure Trigger”), Perspecta may immediately terminate the applicable Order Form, this Schedule or the Agreement upon written notice to Supplier within (60) days of the Maintenance and Support Service Failure Trigger and Supplier shall refund to Perspecta any pre-paid unused Maintenance and Support Fees (or a corresponding pro-rata portion of the Service fees as they relate to Maintenance and Support) for the corresponding remaining portion of the Term within thirty (30) days from the effective date of such termination.

SCHEDULE FOR FLOW DOWNS

SCHEDULE FOR DATA PROTECTION AND PRIVACY

DATA & NETWORK SECURITY SCHEDULE

1. These Data & Network Security requirements (“DNSS”) forms part of the Agreement. Capitalized terms not specifically defined herein shall have the meaning set forth in the Agreement.
2. PURPOSE OF THE DNSS & ORDER OF PRECEDENCE.
 - 2.1. Purpose of the DNSS. To establish minimum data security standards applicable to the Services or Products provided by Supplier and minimum security standards to be met by Supplier in relation to the Processing of Data and access to Perspecta Information Systems.
 - 2.2. Order of Precedence. In the event any term or condition in this DNSS conflicts with a term or condition of any Agreement with Supplier, the term or condition of this DNSS shall take precedence.
3. DEFINITIONS.
 - 3.1. “Applicable Laws” means applicable local, state, and federal laws, executive orders, rules, regulations, ordinances, codes, orders, and decrees of all governments or agencies of jurisdictions which services are performed.
 - 3.2. “Confidential Data” means all non-public proprietary or Confidential Information of Perspecta or a third party obtained by or made available to Supplier in connection with the Services, whether in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as “confidential”.
 - 3.3. “Data” means Confidential Data, Perspecta Personal Data and all other non-public data Processed by Supplier or provided to or accessed by Supplier in connection with the Services.
 - 3.4. “Information Systems” means any systems, including, but not limited to, net-services, networks, computers, mobile devices, removable media, and other information systems used and all associated authentication methods.
 - 3.5. “Personal Data” means any information relating to an identified or identifiable living individual (such as name, physical or email address, phone number) or as otherwise defined by applicable Privacy Law.
 - 3.6. “Process”, “Processing”, or “Processed” means any operation or set of operations which is performed whether or not by automatic means (including, without limitation, accessing, collecting, recording, organizing, retaining, storing, adapting or altering, transmitting, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying Data).
 - 3.7. “Product” or “Products” means any software, code, or logic bearing component.
 - 3.8. “Security Breach” means an actual or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, exfiltration, alteration or unauthorized disclosure of, or access to Data, Information Systems, Product or Service.
 - 3.9. “Sensitive Personal Data” means any information relating to a person’s racial or ethnic origin; political, religious or philosophical beliefs; trade union membership; sex life; or which may facilitate identity theft, permit access to an individual’s financial account, requires notification under data breach notification law if compromised; and Social Security (SSN), National ID or driver’s license number, credit or debit card or payment card or bank account information, health care, insurance or payment information.
 - 3.11. “Service” or “Services” means the services to be provided by Supplier pursuant to this Agreement.
 - 3.12. “Supplier” includes any third party who Processes Data, or provides a Service or Product in the fulfillment of Supplier obligations under the Agreement.
4. ACCESS, USE, AND DISCLOSURE.
 - 4.1. Supplier shall only Process Data and access Information Systems to the extent necessary to provide Services, and as instructed by Perspecta in writing.
 - 4.2. Any access to or use of Perspecta Information Systems or Processing of Data for any other purpose shall be deemed a material breach of the Agreement by Supplier.
 - 4.3. Supplier shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove Perspecta Data, Information Systems, or Product unless authorized in writing by Perspecta.
5. SECURITY REQUIREMENTS.
 - 5.1. Supplier shall:
 - 5.1.1. Ensure all Processing of Data and provisioning of Services and Products complies with all Applicable Laws. If Supplier cannot Process the Data or provide Services or Products in accordance with such Applicable Laws then Supplier shall immediately notify Perspecta in writing.
 - 5.1.2. Impose on Supplier subcontractors the same obligations imposed on Supplier under the Agreement for the protection of Data, Services, and Products. Supplier shall be responsible for the acts and omissions of its Subcontractors including such actions resulting in a breach of this Agreement.

- 5.1.3. Maintain a comprehensive information security program with information security industry standard safeguards in place and regularly, test and monitor the effectiveness of Supplier's and Supplier subcontractor's security program relating to Data, Services and Products.
 - 5.1.4. Upon request, Supplier shall provide a primary and alternate information security program contact to act as Supplier's contact.
6. DATA SECURITY.
- 6.1. Without superseding or limiting any security requirements pursuant to the Section 'Data Protection and Privacy' and any other Sections of this Agreement or any SOW that further addresses information security, Supplier shall implement organizational, operational, and technical security measures to protect the integrity, availability, and confidentiality of all data Processed by Supplier or provided by Perspecta to Supplier of any type, including but not limited to Sensitive Information, Confidential information, Personal Data, and
 - 6.3. PHI (collectively, "Perspecta Data"). Such security measures shall meet all applicable legal standards (including any encryption requirements imposed by law) and shall meet or exceed accepted security standards in the industry, such as ISO 27001/27002.
 - 6.4. The Supplier shall develop, implement and maintain a comprehensive information security program with information security industry standard safeguards in place to define roles and responsibilities, protect Data and to provide Services or Products which comply with the contractual obligations set out in this Agreement. Supplier shall ensure that such information security program is documented, available, and communicated to Supplier employees and subcontractors. Upon request, Supplier shall provide a primary and alternate information security program contact to act as Supplier's contact.
7. PERSONNEL SECURITY.
- 7.1. Supplier shall take all reasonable steps to ensure that all Supplier Personnel used to provide the Services under this Agreement or any SOW have undergone security checks and have been deemed trustworthy, experienced, and of suitable character and integrity to handle Perspecta Data. Supplier will advise Perspecta in advance if a security check of the type required hereunder cannot be performed by Supplier because of any legal or regulatory restraints on investigating personnel in the local venue.
8. INFORMATION SECURITY ASSESSMENTS.
- 8.1. Perspecta, or a third party chosen by Perspecta, may perform a security assessment "Information Security Assessment" (ISA) of Supplier's Information Systems, Services, Solutions, and Products used in the provisioning of service to Perspecta. Perspecta may use industry security standards, frameworks and manual techniques to assess the security of Supplier, Services, and Products.
 - 8.2. Perspecta may perform an ISA: (a) Annually or upon termination of the Agreement, upon 10 (ten) days written notice; or (b) in the event of a Security Breach and after prior written notice of at least two (2) calendar days.
 - 8.3. Supplier shall promptly disclose to Perspecta all relevant information requested by Perspecta to complete the ISA.
 - 8.4. During an ISA, Perspecta may: (a) Inspect Supplier's facilities, and (b) View copies or extracts of Supplier's records and processes related to fulfillment of the Agreement. Perspecta reserves the right to perform an ISA by one or a combination of the following: onsite inspection, questionnaires and supporting documentation, technical testing, conference calls.
 - 8.5. Remediation Plan. Any findings during an ISA will be addressed in a mutually agreed upon remediation plan within a mutually agreed upon timeframe ("Remediation Plan").
9. NOTIFICATION.
- 9.1. All Notifications, whether related to Security Breach, Inquiry, or non-compliance, shall be made to Perspecta Security Incident Response and Control Center via (a) email at breachnotification@perspecta.com.
 - 9.2. In the event of a security breach the Supplier will: give notice of such Incident to Perspecta as soon as reasonably possible, and in no event more than one (1) business day, after becoming aware of an actual or suspected Incident. Perspecta reserves the right to be a participant in, and Supplier shall cooperate with such participation in, any Security Breach investigations involving Perspecta Data, including Perspecta's review of forensic data relating to the Security Breach.
10. DATA RETENTION.
- 10.1. During Agreement Term. Supplier shall retain Data over the term of the Agreement unless otherwise agreed to with Perspecta. Supplier shall provide Perspecta with a means to access and manage Data and, where it is not possible for

- Perspecta to do so itself, provide Perspecta with a copy of all Data held by it in the format and on the media reasonably specified by Perspecta, or update, correct or delete Data on Perspecta's request.
- 10.2. Upon termination or expiration of Agreement, unless otherwise agreed in writing, consistent with Applicable Laws, Supplier shall: (a) Return all Data in an agreed upon format to Perspecta or Perspecta's designated recipient no later than calendar 30 days; and (b) Destroy all Data, no later than 90 calendar days. Upon request, Supplier will provide Perspecta with a certificate or attestation of return or destruction.
11. REQUIRED USE OF CRYPTOGRAPHY.
- 11.1. All Data transmitted by Supplier over any unsecure network or wirelessly (including but not limited to email, instant messaging and web traffic), stored on portable devices, removable media and in transit between Supplier's facilities must be encrypted. Supplier shall at all times meet or exceed the Cryptography requirements outlined in Section 11 of this DNSS. All Perspecta Data stored on Information Systems must be encrypted at rest.
- 11.2. Perspecta APPROVED CRYPTOGRAPHY. Supplier will implement and maintain industry standard cryptography.
- 11.3. Transmission. Supplier must maintain secure protocols and cipher suites within the environment as accepted by the wider security industry and documented by Qualys SSL Labs best practices.
<https://www.ssllabs.com/projects/documentation/>
- 11.4. Storage. For storage and database (including back up media) encryption, AES must be configured in a secure, industry best practices manner which may be validated by Perspecta.
- 11.5. Use of Hash Algorithms. The SHA-256, SHA-384, and SHA-512 hash algorithms are approved as minimum acceptable algorithms for performing digital signatures and HMACs. For systems which will not leverage a Perspecta-provided authentication solution, industry best practices must be followed to hash the password in storage.
https://www.owasp.org/index.pES/Password_Storage_Cheat_Sheet
12. DISASTER RECOVERY.
- 12.1. Supplier shall maintain a disaster recovery plan for restoring its current and offsite Data files Processed pursuant to the Agreement. Supplier will be responsible for weekly backups and preservation of any Data Processed on behalf of Perspecta. All backup copies of Data shall be treated as Confidential Data.

[end of DNSS document]

GDPR REQUIREMENTS

In the event that (i) Supplier is established or providing Services to a Perspecta company established in the European Economic Area ("EEA"); (ii) the Supplier is established or providing Services to Perspecta from locations in the EEA; or (iii) the General Data Protection Regulation (EU Regulation 2016/679) as amended from time to time applies to the relevant Perspecta company and / or the Supplier, Supplier shall comply with the following GDPR requirements.

1. BACKGROUND, PURPOSE & RULES IN CASE OF CONFLICT
- 1.1. This GDPR Supplement ("Supplement") sets out the terms and conditions for the Processing of Personal Data by Supplier on behalf of Perspecta under the Agreement. This Supplement forms an integral part of the Agreement.
- 1.2. The details of Processing of the Personal Data, namely the duration, subject matter and purposes of Processing, as well as the types of Personal Data Processed, categories of Data Subjects to whom the Personal Data relates ("Processing Details"), are described in Appendix 1 to this Supplement.
- 1.3. Supplier acts as a Processor and Perspecta acts as a Controller of Personal Data. In case Perspecta acts as a Processor on behalf of its Controller customers, the Supplier shall act as a Sub-processor to Perspecta and Perspecta shall exercise the Controller's rights on behalf of the Controller customer as described in this Supplement.
- 1.4. In the event of any conflict between the terms of this Supplement, the Agreement, Data Protection Laws or Standard Contractual Clauses, the following order of precedence shall apply:
- 1.4.1. Data Protection Laws, including Standard Contractual Clauses
- 1.4.2. This Supplement and its appendices
- 1.4.3. The Agreement.
2. DEFINITIONS

- 2.1. Capitalized terms used in this Supplement have the meaning set forth below, in the Agreement, or Article 4 of the GDPR.
 - 2.1.1. Data Protection Laws means all Applicable Laws relating to protection of personal data, privacy, confidentiality, or security including without limitation the laws implementing the GDPR and any amendments thereto.
 - 2.1.2. Data Subject means a natural person whose Personal Data is Processed by Supplier under the Agreement and this Supplement.
 - 2.1.3. EEA Member States of the European Union (“EU”) plus Norway, Iceland, Lichtenstein and for the purposes of this Supplement Switzerland.
 - 2.1.4. GDPR means the EU General Data Protection Regulation (2016/679/EC) and any amendments thereto.
 - 2.1.5. Standard Contractual Clauses – SCC means the contractual clauses issued by the European Commission by the decision 2010/87/EU for international transfers of Personal Data between Controller and Processor, and any amendments thereto or such other standard contractual clauses for the transfer of data as are approved by a relevant Supervisory Authority from time to time.
 - 2.1.6. Sub-Processor means (i) any subcontractor, (ii) any affiliate of Supplier, and/or (iii) a third party (other than the Supplier or Supplier affiliate), engaged by Supplier to Process Personal Data in accordance with the Agreement and this Supplement.
 - 2.1.7. Transfer, Transferred or Transferring means (a) the relocation of Personal Data from one location to another, and /or (b) the remote access to Personal Data from one location to another.
3. SUPPLIER OBLIGATIONS
 - 3.1. General principles applicable to the Processing of Personal Data
 - 3.1.1. The Supplier shall Process Personal Data in accordance with the requirements of Data Protection Laws.
 - 3.1.2. The Supplier shall Process Personal Data only on prior documented instructions from Perspecta including with regard to Transfers of Personal Data to a location or international organisation outside the EEA. The prior documented instructions shall be given in the Agreement, this Supplement or in other form, unless prescribed otherwise by a provision of Data Protection Laws applicable to Supplier. Supplier shall immediately inform Perspecta if, in Supplier’s opinion, an instruction issued by Perspecta in respect of Personal Data infringes an Applicable Law or the terms of the Agreement.
 - 3.1.3. Supplier shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to confidentiality undertakings.
 - 3.1.4. Supplier shall follow the conditions concerning the use of Sub-Processors as prescribed in Section 3.7 – ‘Sub-processor’ of this Supplement.
 - 3.1.5. Supplier shall assist Perspecta by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Perspecta’s obligation to respond to Data Subjects’ requests, taking into account the nature of the Processing.
 - 3.1.6. Supplier shall provide Perspecta with reasonable cooperation and assistance needed to fulfill Perspecta’s obligation under the GDPR to carry out a data protection impact assessment related to Supplier’s Processing of the Personal Data. Supplier shall provide reasonable assistance to Perspecta, in relation to consultation with a Supervisory Authority in connection with a data protection impact assessment related to the Supplier’s Processing of the Personal Data.
 - 3.1.7. Supplier shall, at Perspecta’s discretion, and with any such request being provided by Perspecta to Supplier in writing, delete or return all Personal Data to Perspecta after the end of the provision of Services relating to the Processing of the Personal Data, and delete existing copies unless Data Protection Laws require retention of the Personal Data.
 - 3.1.8. Supplier shall provide Perspecta with all information necessary to demonstrate compliance with the obligations set forth in the Agreement and this Supplement.
 - 3.2. Data security
 - 3.2.1. In accordance with the Agreement and taking into account the nature of Processing of Personal Data in relation to the Services provided, Supplier shall, as required by GDPR Art. 32, maintain appropriate technical and organisational measures for protection of the security of Personal Data, including protection against unauthorised or unlawful Processing, and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Personal Data.
 - 3.3. Documentation obligation

- 3.3.1. To the extent applicable to Supplier's Processing activities for Perspecta, Supplier shall maintain all records required by Article 30(2) of the GDPR and shall make them available to Perspecta upon request.
- 3.3.2. In accordance with Art. 30 (2) GDPR, Supplier shall, at minimum, document in an electronic form the following information concerning the Processing of Personal Data, and disclose them to Perspecta upon request:
 - 3.3.2.1. contact details of Supplier;
 - 3.3.2.2. name and contact details of the contact person of Supplier;
 - 3.3.2.3. categories of Personal Data Processed on behalf of Perspecta;
 - 3.3.2.4. information on transfers of Personal Data outside the EEA and description of safeguards as required by Data Protection Laws;
 - 3.3.2.5. a description of measures implemented by Supplier as required by GDPR Art. 32; and
 - 3.3.2.6. a list of Sub-Processors used in Processing of Personal Data.
- 3.4. Reporting and notification obligation
 - 3.4.1. In the event that a Data Subject or a Supervisory Authority makes a request, complaint or enquiry to the Supplier concerning the Processing of Personal Data by the Supplier, Supplier shall inform Perspecta of such request, complaint or enquiry. Supplier shall notify Perspecta without undue delay prior to taking any measures required by such requests. Supplier may correct, delete and amend Personal Data or block Processing of Personal Data on behalf of Perspecta only when required by Data Protection Laws or written instructions of Perspecta.
- 3.5. Personal Data Breach
 - 3.5.1. Supplier shall notify Perspecta of all Personal Data Breaches (as defined in the GDPR) without undue delay, but no later than 12 hours after Supplier has become aware of the Personal Data Breach. Notifications to Perspecta by Supplier should be made in accordance with Section 11.5 of the Agreement. Supplier shall promptly and thoroughly investigate all allegations of Personal Data Breach.
 - 3.5.2. Supplier shall use reasonable efforts to identify the cause of such Personal Data Breach and take such reasonable steps as Perspecta shall specify to remediate the cause of such Personal Data Breach.
 - 3.5.3. Supplier shall provide reasonable assistance and cooperation as requested by Perspecta and/or Perspecta's designated representatives, in the furtherance of any correction or remediation of any Personal Data Breach and/or the mitigation of any potential damage (including in relation to any notification to a Supervisory Authority or affected Data Subjects).
 - 3.5.4. The Personal Data Breach notification made by the Supplier to Perspecta shall contain at least the following:
 - 3.5.4.1. description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned;
 - 3.5.4.2. name and contact details of the contact person of Supplier handling the Personal Data Breach;
 - 3.5.4.3. description of likely consequences and/or realized consequences of the Personal Data Breach; and
 - 3.5.4.4. description of the measures Supplier has taken to address the Personal Data Breach and to mitigate its adverse effects.
 - 3.5.4.5. If it is not possible to provide the information listed at the same time, the information shall be provided by the Supplier as soon as reasonably practicable.
- 3.6. Transfers of Personal Data
 - 3.6.1. In accordance with GDPR Article 28(3)(a), Supplier shall not, and shall not permit any Sub-processor to, Transfer any Personal Data outside the EEA without the prior consent of Perspecta. Supplier understands that in accordance with GDPR Chapter V, adequate protection for the Personal Data must exist after the Transfer and will, if so requested by Perspecta, enter into an appropriate agreement with Perspecta governing such Transfer, including, but not limited to the EU Standard Contractual Clauses (Controller to Processor), attached hereto as Appendix 3, unless another adequacy mechanism for the Transfer exists which has been approved by the relevant Supervisory Authorities.
- 3.7. Sub-Processors
 - 3.7.1. In accordance with GDPR Article 28(3), Supplier shall, and shall ensure that any Sub-processor acting under Supplier authority shall, Process and Transfer the Personal Data only (i) as needed to provide the Services and (ii) in accordance with the specific documented instructions Supplier has received from Perspecta, unless required otherwise to comply with any Data Protection Laws, in which case Supplier shall provide prior notice to Perspecta of such legal requirement, unless that law prohibits this disclosure on important grounds of public interest.

- 3.7.2. Supplier shall notify Perspecta of the identity of Sub-processors in advance of using them to Process Personal Data and shall obtain Perspecta's consent to the use of such Sub-processors prior to them commencing Processing of Personal Data ("Approved Sub-processor"). Supplier will ensure that it has entered into a written agreement with each Sub-processor containing data protection obligations no less protective than those in this Supplement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.
 - 3.7.3. In the event Perspecta objects to a Sub-processor, Supplier will use reasonable efforts to make available to Perspecta a change in the Services or recommend a commercially reasonable change to Perspecta's configuration or use of the Services to avoid Processing of Personal Data by the relevant new Sub-processor.
 - 3.7.4. Supplier is entitled to use the Approved Sub-Processors as listed in Appendix 2.
 - 3.7.5. Supplier remains liable for the acts and omissions of its Sub-Processors as if they were its own.
4. AUDITING
 - 4.1. Supplier shall provide Perspecta or a third party appointed by Perspecta with all information necessary to demonstrate compliance with the obligations set forth in this Supplement and Data Protection Laws.
 - 4.2. Perspecta shall have the right to audit Supplier's or its Sub-Processors' compliance with obligations set out in this Supplement and Data Protection Laws (including the right to inspect relevant records, systems and premises and interview relevant Supplier personnel).
 - 4.3. This Section 4.3 shall apply in addition to Section (Perspecta Audit of Supplier) in the Agreement.

GDPR SUPPLEMENT - APPENDIX 1: PROCESSING DETAILS

1. Data Subjects

The Personal Data Processed concern the following categories of Data Subjects:

2. Categories of data

The Personal Data transferred concern the following categories of data:

3. Special categories of data (if appropriate)

The Personal Data transferred concern the following special categories of data:

4. Purpose of Processing

The purpose of the Processing is:

5. Processing operations

The Personal Data transferred will be subject to the following basic Processing activities:

GDPR SUPPLEMENT - APPENDIX 2: APPROVED SUB-PROCESSORS

Approved Sub-Processor Purpose for Processing Personal Data

[Company name Business Identity Code

Contact information] [Short description of purposes for processing Personal Data]

GDPR SUPPLEMENT - APPENDIX 3: STANDARD CONTRACTUAL CLAUSES

<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010D0087&from=EN>