



12975 Worldgate Drive, Suite 7322  
Herndon, Virginia 20170

February 11, 2025

Mr. Mark Buttron, Fire Chief  
Grass Valley Fire Department  
125 E Main Street  
Grass Valley, CA 95945

CR-199660

Reference: CAL FIRE Nevada-Yuba-Placer Unit (NEU) Implementation and Maintenance for Two-way Interface to Tablet Command

Cheif Buttron,

Peraton Inc. (“Peraton”) is pleased to provide a revised Firm Fixed Price (FFP) quote for the implementation of a two-way interface from the CAL FIRE Nevada-Yuba-Placer Unit (NEU) Altaris™ CAD to Tablet Command.

Only the Tablet Command two-way capabilities included in the CAL FIRE Tablet Command Altaris™ Interface Development project will be implemented. No additional capabilities or changes will be included. Please refer to Exhibit A Statement of Work for details of implementation.

This quote below includes the price for implementation, software license fee and two years of maintenance for the Tablet Command two-way interface.

The Price and Payment for this Tablet Command interface implementation are as follows:

**Price**

Total Price for Tablet Command implementation of the two-way interface is **\$22,246.00**.

**Payments**

At Issuance of Purchase Order

License Fee (100%)	\$ 5,250.00
Interface Implementation (50%)	<u>\$ 7,421.50</u>
<b>Total Due</b>	<b>\$12,671.50</b>

**\*\* NOTICE OF PROPRIETARY INFORMATION \*\***

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Go Live & Acceptance	
Interface Implementation (50%)	\$ 7,421.50
Year 1 Maintenance (100%)	<u>\$ 1,050.00</u>
<b>Total Due</b>	<b>\$ 8,471.50</b>
Year Two Maintenance	<b>\$1,103.00</b>

Customer may elect to pay Year 2 maintenance in advance at Go-Live and Acceptance or prior to the start of Year 2 maintenance

Actual start date will be determined based on availability of Peraton resources at receipt of purchase order.

**Estimated Period of Performance:**

Implementation: February 1, 2025 to March 31, 2025

Year 1: April 1, 2025 to March 31, 2026

Year 2: April 1, 2026 to March 31, 2027

Payment shall be made by the Customer within 30 days of the receipt of an invoice from Peraton.

**Terms and Conditions**

The attached Peraton FRS General Provisions apply to this quote and any purchase orders issued unless noted otherwise herein. Purchase orders must reference CR-199660 and the FRS General Provisions.

We sincerely appreciate the opportunity to respond to the needs of your agency. If you need any additional information, please call me at the number below or Teresa Richardson at (813) 220-9348.

Sincerely,

**[Sent Via E-Mail – Cynthia Williams](#)**

Cynthia Williams  
Contract Administrator

CC: Teresa Richardson  
Marin Browning  
Brittain Silver

Upon acceptance of this proposal and the FRS General Provisions, Grass Valley Fire Department will issue a purchase order and execute this proposal.

**Peraton Inc.:**

Cynthia Williams  
Signature of Authorized Representative

Cynthia Williams  
Name

Contract Administrator  
Title

2/11/2024  
Date

**Grass Valley Fire Department:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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### **Exhibit A – Statement of Work**

Peraton will implement the Tablet Command Altaris™ CAD interface that has been implemented at other CAL FIRE ECC's. This interface will provide two-way interfaces to transfer event data, resource data, and AVL data from the Altaris™ CAD to Tablet Command in support of Tablet Command's incident management features.

The provided Services consist of the following:

1. Conduct a remote project kick-off meeting to review the project schedule, dependencies, planned activities, and CAL FIRE NEU responsibilities throughout the project.
2. Remotely deploy the interface into the CAL FIRE NEU Altaris™ CAD environment and conduct CAL FIRE NEU environment testing to ensure that information is transferred properly to the Tablet Command System.
3. The following items will be included in the interface:
  - a. Posting a cad-status message on interface first launch.
  - b. Posting incidents to Tablet Command on entry, main status change, included information change, and closure.
  - c. Posting comments to incidents when added to the incident in CAD.
  - d. Posting of prior incidents at the event location from the location history – Maximum of 10 per Tablet Command's recommendation.
  - e. Posting status changes for units on incidents from dispatch to clear.
    - i. Altaris™ CAD will include Personnel data at the time of dispatch.
  - f. Posting status changes for all resources active in CAD and not assigned to incidents.
  - g. When it changes, CAD will send its best known location data to Tablet Command even if there is no active incident. This will be the resource's AVL position when valid and current, or the last known location when AVL data is invalid, old, or not present.
  - h. Posting a heartbeat in order indicate to Tablet Command when CAD is operational.
  - i. Filtering the data feed from CAD to Tablet Command via CAD administrator data setup by type and agency, primarily to prevent ROS/Irwin/IROC incidents and resources from being included.

### **Customer Responsibilities**

NEU will be responsible for the following prior to the start of the project (except as otherwise noted):

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1. Provide a dedicated project manager/single point-of-contact to work with and coordinate all interface activities and communication with the Peraton project manager, including (but not limited to) requesting and coordinating with Tablet Command, CAL FIRE (including IT, enterprise architecture and fire protection) and any other department and 3rd-party vendors.
2. Provide all network configuration changes and any other interface setup items identified in the project kick-off meeting in advance of any interface installation, configuration, and testing work by Peraton.
3. Ensure qualified CAL FIRE NEU personnel are available for interface testing, acceptance criteria review, final acceptance testing. Ensure proper technical and dispatch staff are available throughout the project to assist Peraton staff when needed.
4. No training from Peraton is included in this project. Customer will contract directly with Tablet Command for any Tablet Command related products and services.

Failure to satisfy the requirements as identified above per the mutually agreed to schedule will entitle Peraton to request equitable adjustment if cost or schedule impacts are incurred as a result.

### **Project Completion Acceptance Criteria**

Acceptance of the Tablet Command interface shall occur once SOW service items 1 through 3 above have been delivered to the CAL FIRE NEU Emergency Communications Center with the Tablet Command interface installed on the live CAD system. Acceptance will not be dependent upon the operational readiness of the remote Tablet Command system, therefore any SOW items that cannot be completed due to lack of availability of the remote Tablet Command system shall not hold up interface acceptance once Peraton has completed the interface integration.

### **Assumptions**

- No hardware or third-party software, hardware or training is included.
- All work including installation, integration and testing will be performed remotely.
- Remote access to the necessary CAL FIRE NEU environments is available through the existing CAL FIRE domain VPN access.
- Peraton is not procuring or managing any Tablet Command or third-party licenses or installations in support of this effort.
- Maintenance is limited to issues with the transfer of information from the Altaris™ System and does not include any support for the Tablet Command-provided equipment, applications, or products.

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## **Maintenance**

Maintenance will begin at project acceptance. Customer will report any Altaris™ CAD issues directly to Peraton by calling 800-421-7773 or by email [FRS-Support@peraton.com](mailto:FRS-Support@peraton.com). Customer will report all Tablet Command issues directly to Tablet Command.

Peraton will provide break-fix maintenance services related to the Altaris™ CAD system. If during issue investigation Peraton determines the issue is Tablet Command and not with the CAD system, Peraton will advise the customer to contact Tablet Command directly.

Third party interfaces, including Tablet Command, are considered a Priority Three which are defined as a minor problem that does not prevent the users from performing their job. Peraton will provide a response time within one business day for Priority Three issues.



## **FIRST RESPONDER SOLUTIONS (“FRS”) GENERAL PROVISIONS**

### **Article 1: Definitions**

The following terms shall have the meanings set forth below:

- (a) “Agreement” means the instrument of contracting, such as “Purchase Order,” “PO,” “Subcontract,” or other such type designation, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a master or other overarching agreement that provides for releases (in the form of a Task Order or other such document) the term “Agreement” shall also mean the release document for Work to be performed.
- (b) “Peraton” means the entity identified on the face of the Agreement.
- (c) “Peraton Contract Administrator” means a person authorized by Peraton to administer and/or execute the Agreement.
- (d) “Customer” means the party that receives and accepts a proposal from Peraton.
- (e) “Work” means all required labor, articles, materials, supplies, goods, and services required to be performed this Agreement.

### **Article 2: Term of Agreement**

The term of this Agreement shall begin upon receipt of Customer’s written acceptance of Peraton’s Quote and shall continue through the completion of the Work and any maintenance period unless terminated sooner or extended as hereinafter provided.

### **Article 3: Acceptance of Agreement/Terms and Conditions**

- (a) This Agreement entered into between Peraton and Customer integrates, merges, and supersedes all prior or contemporaneous understandings, agreements, negotiations, or representations, oral or otherwise concerning the subject matter hereof and constitutes the entire agreement between the Parties. No supplement, modification or amendment of the Agreement will be binding unless in writing which states that it is a modification of the Agreement, and which is signed by an authorized representative of each Party who is authorized to amend the Agreement.
- (b) Peraton will not commence services or incur any related expenses unless it has received an executed Agreement or other authorization from Customer expressly authorizing the Work.
- (c) The Parties agree that if this Agreement is transmitted electronically neither party shall contest the validity of this Agreement, or any acknowledgement thereof, on the basis that this Agreement or acknowledgement contains an electronic signature.
- (e) The headings and subheadings used in this Agreement are inserted for the convenience of the Parties and ease of reference. The headings and subheadings shall not define, limit, or describe the scope or the intent of the provisions of this Agreement.

### **Article 4: Order of Precedence**

Any inconsistencies in this Agreement shall be resolved in accordance with the following descending order of precedence:

- (1) The terms and conditions set forth in this document.
- (2) The Statement of Work and other specifications incorporated into the Agreement.

**Article 5: Payments, Taxes, and Duties**

(a) *Payment Terms.* Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) Customer's receipt of the Peraton's proper invoice; (2) scheduled completion of performance date of the Work; or (3) actual completion of performance of the Work. Payment shall be deemed to have been made as of the date of mailing Customer's payment or electronic funds transfer.

(b) *Taxes.* Unless otherwise specified, Customer is responsible for any applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government.

(c) *Hardware and Third-Party Software and Services.* 100% of the purchase price for the hardware shall be paid upon delivery to the Customer's site. Partial deliveries, invoicing, and payment based online item pricing provide by Peraton shall be permitted.

(d) Peraton license fees shall be paid upon acceptance of Peraton quotation or issuance of Purchase Order.

(e) For late payments

**Article 6: Changes**

Customer may request changes to the scope of work, services and/or equipment to be performed or provided by Peraton hereunder. All such changes (which are mutually agreed upon by and between all the parties) shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due Peraton for the change in scope and/or schedule, if any. Peraton shall have no obligation to proceed with any change until such time as Peraton and the Customer have agreed upon the impact on price and schedule and have executed a bilateral written amendment memorializing the change and the price and schedule impacts.

Any delays caused by Customer, including but not limited to any failure to a) timely approve documents as provided herein, b) comply with responsibilities set forth in the implementation plan, c) provide access to facilities or information required by Peraton to perform the Work, or Failure or d) delay in providing Customer furnished equipment

shall be regarded as constructive changes and shall entitle PERATON to an equitable adjustment in price and schedule from the Customer. Should PERATON and Customer be unable to agree on the price impact to PERATON of such delay, such price shall be computed using PERATON's then current time and materials rates.

**Article 7: Assignment/Change of Control**

The rights and obligations hereunder, may not be transferred or assigned by one Party without the prior written approval of the other Party hereto. The foregoing shall not apply to assignment to a successor corporation as a result of a merger or a sale of all or substantially all of the assets or stock of that party, provided such merger or sale is not with or to a competitor of any to this Agreement.



### **Article 8: Acceptance**

Unless otherwise specified, the Work subject to this Agreement shall be accepted upon completion of the Work set forth, or upon commencement of beneficial use by Customer whichever occurs first.

### **Article 9: Packaging and Shipping**

(a) Delivery shall be to the location agreed upon by Peraton and the Customer. Unless otherwise specified, Peraton shall deliver all applicable deliverables and hardware in Customer-furnished containers using best commercial practices to the specified Customer's facility (or other facility as may be directed) in accordance with this Agreement.

(b) A complete packing list shall be enclosed with all shipments. Peraton shall mark containers or packages with necessary lifting, loading, and shipping information, including the Peraton Agreement number, item number(s), dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Agreement number. Peraton shall not insure any shipments nor declare any value on any shipments.

### **Article 10: New Materials**

(a) *Definitions.* "Material," as used in this clause, includes, but is not limited to raw material, parts, items, components and end goods. "New," as used in this clause, means previously unused or composed of previously unused materials allowing for typical in-factory or site use including, but not limited to integration, installation, assembly, test, burn-in, training, troubleshooting, and rework as required. In addition, New Material is not reconditioned, remanufactured, or of such age or so deteriorated as to impair its usefulness or safety.

(b) Unless Customer specifies in writing otherwise, Peraton shall deliver New Material under this Agreement that is fully warranted and does not contain any counterfeit material.

### **Article 11: Entry on Customer's Facility**

Peraton's personnel, including Peraton's subcontractors, shall comply with Customer's applicable security, safety, rules of conduct, badging and related requirements. Prior to entry on Customer's premises, Peraton shall coordinate with Customer for access. Peraton shall provide information reasonably required by Customer to ensure proper identification of personnel, including but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

### **Article 12: Commercial Software Licenses**

(a) *Acknowledgment of Ownership.* Peraton owns all right, title and interest to the Peraton Software and related documentation (the "Peraton Software"), including all custom modifications, derivative works and all technical and functional designs relating thereto. None of the services hereunder shall be considered "work for hire" within the meaning of Federal copyright law (17 U.S.C. Section 101 et seq). Customer shall not disassemble, decompile or reverse engineer the Peraton Software and any information obtained in violation of this provision shall be deemed confidential information owned exclusively by Peraton.

(b) *Operating License.* Subsequent to Acceptance and payment of all amounts due to Peraton by Customer, Customer shall upon Acceptance be granted a paid-up, perpetual, non-exclusive, not transferable operating license in object code form to install, store, load, execute and display (collectively, "Use") the Peraton Software on the Equipment located at the Customer's Operations Center in support of Customer's local area emergency dispatch service. Customer may make one (1) archival copy for back-up purposes. Peraton reserves all rights not expressly granted. This license is for Customer's internal use on the configuration of Equipment specified in the contract under which the software was installed by Peraton. Use by or for the benefit of any third party or on any other configuration of equipment (including upgrades to Equipment or

components thereof, such as upgrading to a higher performance processor) shall require written authorization and payment of additional license fees. This license is for operations use only and does not authorize Customer to make any alterations, adaptations, translations or derivative works. Customer shall execute any standard licensing agreement(s) necessary for any third-party software subject to the above Peraton Quote.

(c) Confidentiality. Customer shall not allow any person, company, governmental agency, consulting firm or any other entity to have access to the software provided hereunder, other than employees of Customer who have a need to have access to such software in order for Customer to utilize such software for the purposes set forth herein. Should Customer allow such access without the express written consent of Peraton then Peraton may terminate Customer’s license granted under this Agreement. Disclosure of such proprietary information will cause irreparable injury for which monetary damages will not be a sufficient remedy. Accordingly, in addition to other remedies available at law or in equity, Peraton shall be entitled to temporary or permanent injunctive relief, without the necessity of proving actual damages, to enforce the provisions of this Agreement.

**Article 13: Call Priority Definitions:**

Peraton has the sole discretion to determine the call priority level of any problem or defect consistent with the priority descriptions set forth in this Article 13. Peraton shall prioritize the problem reported based on the information reported by the Customer and a determination of the severity of the problem, consistent with the framework set forth below.

Priority	Definition
<b>1 – Critical</b>	<ul style="list-style-type: none"> <li>• Major functions non-operational.</li> <li>• Prevents or adversely affects the accomplishment of an essential Production capability or critical requirement with no known acceptable (practical, realistic, sensible) workaround solution.</li> </ul>
<b>2 – High</b>	<ul style="list-style-type: none"> <li>• Adversely affects the accomplishment of an essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.</li> <li>• Adversely affects the accomplishment of a non-essential Production capability with no known acceptable (practical, realistic, sensible) workaround solution.</li> <li>• System wide Outage/performance               <ul style="list-style-type: none"> <li>○ Software anomaly requires a CAD client restart.</li> </ul> </li> </ul>
<b>3 – Medium</b>	<ul style="list-style-type: none"> <li>• Adversely affects the accomplishment of a non-essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.</li> <li>• Results in user/operator inconvenience without affecting an essential Production capability.</li> </ul>
<b>4 – Low</b>	<ul style="list-style-type: none"> <li>• Minor Issue which does not adversely affect the accomplishment of any Production capability.</li> <li>• Documentation.</li> <li>• Request for Information.</li> <li>• Any other issues.</li> </ul>

**Article 14: Response and Resolution Time for Call Priorities**

Peraton shall provide reasonable problem resolution or other technical support through a toll-free telephone support line to the Customer Support Group staffed with technical personnel from 5:30 a.m. through 5:30 p.m. (Pacific Time), Monday through Friday, excluding Peraton holidays; 800.421.7773. The Customer Support Group can also be contacted by email at [FRS-Support@ngc.com](mailto:FRS-Support@ngc.com).

In addition to the normal Customer Support Group hours, the Customer can report emergencies twenty-four hours a day, seven days a week to 800.421.7773. Once reported, problems are logged into Peraton's problem tracking system and the Customer is given a tracking number.

**Priority 1 - Critical**

Response time of 60 minutes; worked continuously until resolved (Defects and non-Defects). Prevents or adversely affects the accomplishment of an essential Production capability or critical requirement with no known acceptable (practical, realistic, sensible) workaround solution.

**Priority 2 - High**

Response time of 4 hours.

Adversely affects the accomplishment of an essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.

**Priority 3 - Medium**

One business day response, no guaranteed resolution (Defects only).

Adversely affects the accomplishment of a nonessential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.

**Priority 4 - Low**

Five business days response, no guaranteed resolution (Defects only).

Minor Issue which does not adversely affect the accomplishment of any Production capability.

Peraton reserves all rights to update and provide corrected documentation. Peraton is under no obligation to correct all software defects.

**Article 15: Data Security and Privacy**

(a) If granted access to Customer's network, Peraton's personnel, including Peraton's subcontractors, shall comply with applicable Customer policies regarding network access. Prior to receiving any such access, Peraton, and any applicable subcontractors, shall be required to sign and abide by Customer's acceptable use policy. Peraton's employees will identify themselves as employees of Peraton. Under no circumstances will Peraton's employees represent themselves as employees of Customer and under no circumstances will Peraton represent that its personnel are employees of Customer.

(b) Peraton will implement and maintain privacy and security measures and data protection processes and systems sufficient to adequately protect Customer-provided information, data, services, and products consistent with best industry practices and in accordance with the terms of this Agreement.

(c) Peraton shall only collect, store, transfer, share, view, access or otherwise process data and access Customer information systems to the extent and manner necessary to provide the services, software, or products, in accordance with this Agreement. Any access to or use of Customer's information systems or processing of Customer's data by or on behalf of Peraton for any other purpose shall be deemed a breach of this Agreement by Peraton. Peraton shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove Customer data, information system, or product unless authorized in writing by Customer. Peraton shall ensure all processing of data and provisioning of services and products complies with all applicable laws and regulations. If Peraton cannot process the data or provide services or products in accordance with such applicable laws and this Agreement, then Peraton shall immediately notify Customer in writing.

(d) Peraton will implement and maintain a comprehensive information security program with information security industry standard safeguards, such as ISO 27001/27002, in place to define roles and responsibilities, protect Customer data against a security breach, and to provide services or products which comply with the contractual obligations set out in this Agreement.

(e) As used in this Section, "Compromise" means that any information provided by Customer has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform this Agreement. If Peraton becomes aware of any Compromise of information provided by Customer to Peraton, its officers, employees, agents, suppliers, or subcontractors, including but not limited to a security breach, inquiry, product security vulnerability, or non-compliance (an

“Incident”), Peraton will take appropriate immediate actions to investigate and contain the Incident and any associated risks, and promptly notify the Customer. Notification shall be made to the Peraton Cybersecurity via (a) email at Cybersecurity [cybersecurity@peraton.com](mailto:cybersecurity@peraton.com) and (b) telephonically to 1-855-675-2265. Peraton shall use commercially reasonable efforts to provide Customer with notification within 12 hours after Peraton becomes aware of a security breach.

(f) Customer shall cooperate with Peraton in any investigation it may conduct regarding the nature and scope of any Incident.

(g) All data transmitted by Peraton 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 Customer’s facilities must be encrypted. All Peraton data stored on Information Systems must be encrypted at rest.

(h) Customer shall maintain a disaster recovery plan for restoring its current and offsite data files processed pursuant to this Agreement. Supplier will be responsible for weekly backups and preservation of any data processed on behalf of Peraton. All backup copies of data shall be treated as confidential.

#### **Article 16: Independent Contractor Relationship**

Peraton’s relationship to Customer shall be that of an independent contractor and this Agreement does not create an agency, partnership, or joint venture relationship between Peraton and Customer or Peraton and Customer personnel. Personnel supplied by Peraton hereunder shall be deemed employees of Peraton and shall not for any purposes be considered employees or agents of Customer. Peraton assumes full responsibility for the actions and supervision of such personnel while performing services under this Agreement.

#### **Article 17: Release of Information**

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Agreement or the subject matter hereof, will be made by Customer without the prior written approval of Peraton. Customer shall not use any trademark or logo owned by Peraton, in whatever shape or form, without the prior written consent of Peraton.

#### **Article 18: International Trade Compliance**

(a) Both Parties agree to comply and will ensure that all personnel performing under this Agreement comply with all applicable U.S. export, import, re-export control, and trade-related laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations (EAR), 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable; as well as the Foreign Trade Regulations (FTR) and the Office of Foreign Assets Control (OFAC) regulations. Peraton will advise Customer of the export control classification/jurisdiction concerning any commodities, software or technology that they provide. Peraton warrants that: (i) if necessary and upon Customer’s request, it will provide Customer with technical specifications concerning commodities, software, technology or services covered by this Agreement sufficient for Customer to determine the appropriate export and import classification of such items under applicable regulations.

Customer is responsible for obtaining their own export authorizations (license, exemption, exception), unless notified otherwise by Peraton. Customer agrees to comply with all export authorization restrictions/provisos and not to exceed the scope of the authorization.

(a) Peraton agrees to notify Customer if any deliverable under this Agreement is restricted by export control laws or regulations, including without limitation the involvement of any denied or debarred parties under OFAC, licensing requirements under the ITAR or EAR, and technology export controls.

(b) Customer will not export, re-export or permit the re-export of any items or related technology in violation of any such law or regulation with regard to an ultimate destination of a restricted and/or embargoed country listed by the U.S. Department of State, Department of Commerce or the Department of Treasury and/or individuals on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation Sanctions list; Bureau of Industry and Security's Denied Persons List, Entity List and Unverified List; and the Office of Foreign Assets Control's Specially Designated Nationals List or any other U.S. government list.

(c) All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language. The English version of the Agreement shall prevail. Unless otherwise provided in writing all documentation and work shall employ the units of United States Standard weights and measures.

### **Article 19: Applicable Law and Disputes**

(a) Any disputes under this Agreement that are not disposed of by mutual agreement of the Parties may be decided by recourse as an action at law or equity.

(b) This Agreement and any matter arising out of or related to this Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law statutes. The Parties specifically disclaim application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

(c) Jurisdiction and venue for any suit between the Parties arising out of or connected with this Agreement, or the goods and services furnished hereunder, shall be in the US District Court for the Eastern District of Virginia or, if no federal jurisdiction, the state courts of Fairfax County, Virginia.

(d) Customer consents to personal jurisdiction in the Commonwealth of Virginia and any litigation under this Agreement, if commenced by Customer, must be brought exclusively in a Court of competent jurisdiction in Fairfax County, Virginia, without regard to conflicts of law principles. THE PARTIES HEREBY MUTUALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY. The rights and remedies herein reserved to Peraton shall be cumulative and additional to any other or further rights and remedies provided in law or equity.

### **Article 20: Compliance with Laws**

In addition, Peraton, in the performance of this Agreement, agrees to the following:

(a) *Performance*: To perform its obligations in compliance with and in support of all applicable local, state, and federal laws, orders, rules, regulations, declarations, and ordinances including, but not limited to, its obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity, including ensuring nondiscrimination on the basis of age, sex, race, color, religion, disability, national origin, genetic information or veteran status; affirmative action, including developing a written affirmative action program if it meets regulatory size and contract value thresholds defined at 41 CFR 60-2; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.

(1) In the event the performance of this Agreement requires licenses, permits, or prior approval from any government body, Customer shall procure all licenses or permits, and pay all fees, and other required charges, and shall comply with of all applicable guidelines and directives of any local, state, and/or federal governmental authority. Customer warrants that in all countries in which it does business, its operations and shipments comply with all applicable laws and regulations regarding security.

Customer further represents that it will cooperate with Peraton in taking any actions that Peraton reasonably believes are necessary to comply with the regulatory obligations impacting this Agreement.

(2) If: (i) Peraton's contract price, cost or fee is reduced; (ii) any fines, penalties, or interest are assessed on Peraton; or (iii) Peraton incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Customer, its officers, employees, agents, suppliers, or subcontractors at any tier, Peraton may proceed as provided for in (4) below.

(3) Upon the occurrence of any of the circumstances identified in paragraph (2) above, Peraton may request an equitable adjustment (in whole or in part) in the price, cost or fee of this Agreement or any other contract with Customer, and/or may demand payment (in whole or in part) of the corresponding amounts. Customer shall promptly pay amounts so demanded. Such sums shall not be considered allowable costs under any provision of this Agreement. In the case of withholding(s), Peraton may withhold the same amount from Customer under this Agreement.

(b) *Anti-Corruption*: Customer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, (ii) the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier, and (iii) the laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Supplier's country or any country where performance of this Agreement will occur.

In carrying out its responsibilities under this Agreement –

(1) Customer represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist Peraton or Customer in obtaining or retaining business or directing business to any person.

(2) No owner, partner, officer, director or employee of Customer or of any parent or subsidiary company of Customer is or will become an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Agreement, unless such person obtains the prior written approval of Peraton.

(3) Customer has not made and will not make, either directly or indirectly, any improper payments.

(4) Customer has not made and will not make any facilitating payment (as that term is defined in the FCPA) without the prior written approval of Peraton.

## **Article 21: Termination**

(a) *Termination for Cause*. If Peraton should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, Customer shall give Peraton ninety (90) calendar days written notice. Upon receipt of such termination notice, Peraton shall be allowed ninety (90) calendar days to cure such deficiencies.



(b) *Termination for Convenience.* The work may be terminated, in whole or in part, by both Parties at its sole discretion upon written notice, whenever, for any reason, Parties shall determine that such termination is in its best interests. Such notice to be effective must be in writing and tendered to either Party at least ninety (90) days prior to the effective date of termination specified therein, during which period Peraton will endeavor to mitigate and minimize costs relating to and/or rising from the termination. Upon receipt of such written notice of termination, Peraton shall within ninety (90) days after the date of termination, submit an invoice for all work performed prior to the effective date of termination and all costs incurred by Peraton (plus a reasonable profit) relating to and/or arising from the work or its termination. Such costs shall include but not limited to: prepaid travel and or travel change charges, restocking fees and termination and settlement of subcontract and subcontract claims and personnel costs relating to employees assigned to the terminated work who are awaiting reassignment for a period not to exceed thirty dates from the effective date of termination. Customer shall pay such invoice within thirty (30) days of receipt.

### **Article 22: Intellectual Property**

Peraton warrants that the Work performed or delivered under this Agreement will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Peraton agrees to defend, indemnify, and hold harmless Customer and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Agreement infringes or otherwise violates the intellectual property rights of any person or entity.

### **Article 23: Warranties: Remedies**

(a) *Warranties.* Unless specified to the contrary in the Scope of Work, for a period commencing on the date of successful completion of the Work, or acceptance by beneficial use, whichever occurs first, and thirty (30) days thereafter, PERATON warrants that (i) the software provided by it under this Agreement shall perform in accordance with the Quote; and (ii) the services performed by it under this Agreement shall be performed in accordance with the ordinary skill and care which would be reasonably executed by those who are knowledgeable, trained and experienced in rendering the services required at the time such services are performed. The warranty and maintenance for equipment shall be in accordance with the provisions received from the supplier. No such performance warranties are applicable to Time and Materials quotes.

**THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF COURSE OF DEALING, OR CUSTOM OR USAGE OF TRADE.**

**THIS WARRANTY DOES NOT APPLY IF THE HARDWARE AND/OR SOFTWARE DELIVERED HEREUNDER (A) HAS BEEN ALTERED OR MODIFIED, EXCEPT BY SELLER; (B) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH INSTRUCTIONS PROVIDED BY SELLER; (C) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, MISUSE, NEGLIGENCE, OR ACCIDENT; OR (D) IS USED IN ULTRA-HAZARDOUS ACTIVITIES.**

(b) *Remedies.* (1) If, during the warranty period specified in Section a., above, Customer (a) discovers that the equipment provided by PERATON under this Agreement is not in accordance with the express warranty set forth in Section a., and (b) notifies PERATON in writing, of such, then PERATON shall, without charge to Customer and on behalf of Customer, be responsible for the enforcement of, or will perform without charge, the applicable obligations which the supplier of such equipment may have with respect to repairing or replacing such equipment to the extent necessary to correct such defects.

(2) If, during the warranty period specified in Section a., above, Customer (a) discovers reproducible defects in the software provided by PERATON under this Agreement, such that the software will not perform in accordance with the express warranty set forth in Section a., and (b) notifies PERATON, in writing, of such defects, then PERATON shall, without charge to Customer, correct such defects.

(3) If, during the warranty period specified in Section a., Customer (a) discovers that the services performed by PERATON under this Agreement had not been performed in accordance with the express warranty set forth in Section (a)., and (b) notifies PERATON in writing of such faulty services, then PERATON shall, without charge to Customer, re-perform such services to the extent necessary to correct the fault therein.

(4) Every claim that PERATON's goods or services are faulty shall be deemed waived unless such claim is made in writing during the warranty period specified in a. above.

(5) THE REMEDIES SET FORTH IN THIS SECTION B. ARE IN LIEU OF AND EXCLUDE ALL OTHER REMEDIES AVAILABLE TO THE CUSTOMER RELATING TO WARRANTIES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

#### **Article 24: Limitation of Liability and Indemnification**

(a) LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO EACH PARTY'S OBLIGATIONS OF INDEMNIFICATION, INTELLECTUAL PROPERTY INFRINGEMENT AND NON-DISCLOSURE OF PROPRIETARY INFORMATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, STRICT LIABILITY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PERATON'S CUMULATIVE LIABILITY TO SUPPLIER WITH RESPECT TO ANY CLAIMS, DEMANDS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THEORY OF LAW, SHALL NOT EXCEED THE TOTAL VALUE OF THE ORDER, OR ORDERS THAT GIVE RISE TO THE CLAIM OR DEMAND.

(b) Indemnification. Subject to the terms of this Article, each Party hereto (in such capacity, the "Indemnitor") shall indemnify, defend and hold harmless the other Party (in such capacity, the "Indemnitee") from and against any and all claims, demands, suits, judgments, settlements, damages or other losses (including reasonable attorneys' fees and costs of suit) incurred by the Indemnitee (i) as a result of damage to property or injury to person (including death) arising from the negligence or willful misconduct of the Indemnitor, its employees, representatives or agents in the performance of this Agreement; (ii) in connection with a third party claim against the Indemnitee arising as a consequence of the breach by the Indemnitor, its employees, representatives or agents, of any representation warranty or covenant given by the Indemnitor under this Agreement; and (iii) for a violation of applicable laws, regulations or government order. The Indemnitor's obligation to indemnify the Indemnitee hereunder is conditioned on the Indemnitee: (1) giving the Indemnitor prompt written notice of any claim for which indemnification will be sought, (2) allowing the Indemnitor to assume exclusively the control of the defense and settlement of such claim (it being understood that the Indemnitee shall have the right, at its sole cost, to participate in but not control the defense of such claim, with counsel of its own choosing), and (3) cooperating reasonably with the Indemnitor in the defense and settlement of a claim assumed by the Indemnitor hereunder, at the Indemnitor's cost.

#### **Article 25: Nondisclosure of Proprietary Information**

(a) *Definitions.* For purposes of this clause, "Proprietary Information" means confidential, proprietary or non-public information or materials owned or controlled by a Party, including by way of example and not limitation, inventions (whether or not patentable or reduced to practice), trade secrets, techniques, processes, procedures, test criteria, concepts and designs (including without limitation sketches, drawings



and models), know-how, algorithms and models, computer software (whether in source or object code form) and documentation related thereto, research, experimental and development work and results therefrom, design details and specifications, technical data, customer information, and business or financial information, including without limitation information related to future business plans, customer solicitations, and initiatives, sources of material and supply and other sensitive business information. Subject to the conditions set forth in the immediately following paragraph, Proprietary Information of a Party (in such capacity, the “Discloser”) disclosed or made available to or otherwise accessed by the other Party (the “Recipient”) pursuant to the discussions contemplated hereunder shall be considered “Proprietary Information” and subject to the terms and conditions of this Agreement regardless of how disclosed or by what medium or means, including without limitation disclosures effected in writing, by delivery of items, by initiation of access, including, by way of example, in an electronic data repository, or by oral and/or visual presentation.

In order to be deemed Proprietary Information under this Agreement, information or materials comprising or containing a Discloser’s Proprietary Information must be conspicuously marked with the Discloser’s restrictive legend at the time of disclosure, provided that nothing in the foregoing shall be deemed to render such information or materials non-proprietary if disclosed in non-written form, where the Discloser identifies to the Recipient that such information or material is proprietary at the time of initial disclosure, and, within 14 days thereafter, the Discloser provides the Recipient with written confirmation of the Proprietary Information so disclosed.

Notwithstanding the above, Proprietary Information shall not include any information, data, or materials that:

- (1) are received by or made available to Recipient without restriction from another source, where such source has not breached any duty of confidentiality to Discloser; or
- (2) are or become generally available to the public other than by Recipient’s breach of this Agreement; or
- (3) were already known to the Recipient prior to disclosure of the Proprietary Information without obligation of confidentiality, as can be substantiated by written documentation; or
- (4) are independently developed by the Recipient without use of, or access or reference to Discloser’s Proprietary Information, as can be substantiated by written documentation.

“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 Peraton’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 Peraton Information Systems, Peraton or Customer technical data, Peraton 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.

(b) Except as expressly provided herein, the Recipient agrees not to use, disclose or otherwise disseminate any Proprietary or Confidential Information of the other Party (“Discloser”). Recipient shall use the same care and discretion in securing and safeguarding the Proprietary or Confidential Information of Discloser as it uses to secure and safeguard its own Proprietary Information, but in no event less than reasonable care. The Recipient also agrees to implement appropriate physical and/or electronic controls to secure Discloser’s Proprietary or Confidential Information, to avoid unauthorized or inadvertent disclosure. Recipient further agrees to segregate Discloser’s Proprietary Information from its own materials and the material of others, and not to combine or otherwise aggregate, in whole or in part, Discloser’s Proprietary or Confidential Information with the information or materials of Recipient or other Persons. Recipient shall

not remove, delete, alter or obscure any proprietary rights legend(s) included in Discloser's Proprietary or Confidential Information.

(c) Recipient shall use Proprietary or Confidential Information only in connection with discussions, deliberations and analyses related to the purpose of this Agreement and for no other reason.

(d) Recipient may, as reasonably necessary to fulfill the purpose of this Agreement, reproduce the Discloser's Proprietary or Confidential Information. All copies or other reproductions of Proprietary or Confidential Information, in whole or in part shall be deemed Proprietary or Confidential Information of the applicable Discloser hereunder, and subject to the terms, conditions and restrictions of this Agreement.

(e) Recipient may disclose Proprietary or Confidential Information to its employees, directors, officers, and agents who have a need to know and/or use such Proprietary Information in furtherance of the performance of this Agreement. Recipient shall, prior to any disclosure or delivery of Discloser's Proprietary or Confidential Information pursuant to this subparagraph (e), obtain from each such person a written agreement binding such person to a duty of confidentiality with respect to such Proprietary or Confidential Information no less restrictive than that applying to Recipient hereunder.

(f) Recipient shall not provide or disclose a Discloser's Proprietary or Confidential Information to any other person, including for the avoidance of doubt, any affiliate of Recipient, without first (A) obtaining from Discloser consent to such disclosure, and (B) entering into or having in place a non-disclosure and confidentiality agreement with such person obligating such person to maintain the confidentiality of such Proprietary or Confidential Information.

(g) In the event the Discloser provides written authorization to the Recipient to disclose Proprietary or Confidential Information to the United States government in connection with the above-stated Purpose, the Receiver shall:

(1) Identify the Proprietary or Confidential Information as belonging to the Discloser, and

(2) Mark the Proprietary or Confidential Information with appropriate restrictive legends as being subject to 18 U.S.C. Section 1905 (Trade Secrets Act), or other relevant laws, to protect the Discloser's rights in the Proprietary Information.

(h) Recipient may disclose Proprietary or Confidential Information when required by law or directed by an authorized representative of the U.S. government acting within the scope of his or her authority. In such cases the Recipient shall, to the extent permitted by law or regulation: (i) give the Discloser prompt notice; and (ii) make a reasonable effort to obtain appropriate protection; and (iii) provide the Discloser with every available opportunity to challenge, appeal, or seek modification of such order; and (iv) shall identify the Discloser as the source of the Proprietary or Confidential Information; and (v) include all restrictive legends in any released Proprietary or Confidential Information.

(i) Nothing in this Agreement shall be construed to prevent a Party from:

(1) Disclosing Proprietary or Confidential Information constituting trade secrets (as defined at 18 U.S.C. 1839 (De-fend Trade Secrets Act)) of the other, so long as such disclosure: (A) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and is solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or

(2) Lawfully reporting waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

(j) *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.

#### **Article 26: Insurance**

Peraton, at their own expense, during the term of this Agreement and any Orders, including extensions the insurance outlined below.

(a) Commercial General Liability Insurance covering bodily injury and property damage arising out of premises, operations, completed operations and products of the Peraton with a limit of no less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate. Coverage to include the following extensions: Contractual Liability, Independent Contractor's Liability, Premises Operations, Products/Completed Operations, Broad Form Property Damage. Policies shall be endorsed to name Customer, its directors, officers, and employees, where required by Peraton's contract with its customer, as Additional Insureds.

(b) Business Automobile Liability: To the extent that automobiles are used in performance of Peraton's duties under this Agreement, Business Automobile Liability policies shall be for an amount of at least \$2,000,000 combined single limit for bodily injury and property damage; \$2,000,000 annual aggregate.

(c) Workers' Compensation Insurance as required by applicable Federal and State workers' compensation and occupational disease statutes and Employer's Liability Insurance with a limit no less than \$1,000,000 per employee/accident/disease. Where applicable, Peraton shall provide evidence of United States Longshore & Harborworkers' Act (USL&H) coverage for employees engaged in work on or near navigable waters of the United States.

(d) Professional Liability/Errors and Omissions policies for damages (including financial loss) caused by any acts, errors and omissions arising out of Peraton's performance or failure to perform professional services: \$1,000,000 per claim.

(e) Any other insurance that is required by Customer or determined to be required upon the review by Peraton, based on the Statement of Work or specifications of this Agreement. Such requirement will be communicated to Customer in writing.

#### **Article 27: Recruitment of Team Member Employees**

It is expressly agreed and understood by the Parties that, during the course of this Agreement, neither Party shall directly or indirectly solicit personnel of the other Party whom the other Party knows or should know are engaged in performance of this Agreement for the purpose of inducing them to join such other Party's employ. The foregoing shall not prohibit either Party from having employment discussions with, or hiring, employees of the other Party who: 1) have terminated employment with the other Party of their own volition; 2) respond to or apply for positions offered through the normal process of general public advertisement; or 3) are hired as a result of the use of an independent employment agency (so long as the agency was not directed to solicit such person) not specifically directed to employees of the Parties.

#### **Article 28: Waiver/Cumulative Remedies**

Failure by either party to enforce any of the provisions of this Agreement or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

### **Article 29: Equal Opportunity Employer**

Peraton is an equal opportunity employer. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

### **Article 30: Severability**

Each clause, paragraph and subparagraph of this Agreement is severable. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby. In the event that any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of the federal, state, or local government having jurisdiction over this Agreement, Peraton agrees to negotiate a replacement provision, construed to accomplish its originally intended effect that does not violate such law or regulation.

### **Article 31: Survival**

Termination or expiration of this Agreement for any reason shall not release either Party from the liabilities or obligations set forth in said Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, including without limitation provisions relating to payment, funding, warranty, indemnification, intellectual property, confidentiality/non-disclosure, compliance with law, disputes, and compliance with applicable law, governing law, insurance, limitation of liability, security, and notices.