AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND HAYSTAX TECHNOLOGY

THIS AGREEMENT, entered into this ____ day of _____ , 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HAYSTAX TECHNOLOGY, hereinafter called "Contractor";

W I T N E S S E T H:

***WHEREAS**, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;*

***WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of adding four (4) state agencies to California Common Operating Picture (Cal COP), a field interview application module used by the Northern California Regional Intelligence Center.*

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments, with the exception of Exhibit C, are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Services
- Exhibit B - Payments
- Exhibit C - Master License Agreement between Digital Sandbox and the City of San Diego *(attached solely for the reasons described below in Paragraph 18)*
- Attachment I - 504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE HUNDRED NINETY-TWO THOUSAND DOLLARS AND ZERO CENTS ($192,000.00)**.

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **NOVEMBER 1, 2014** through **FEBRUARY 28, 2015**.

This Agreement may be terminated by Contractor, the Sheriff, or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

7.1. General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 Intellectual Property Indemnification.
Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including

the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants, to the best of its knowledge, that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance

has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

9.1 *Workers' Compensation and Employer's Liability Insurance.* Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

9.2 *Liability Insurance.* Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability.....$1,000,000
(b) Motor Vehicle Liability Insurance.....$1,000,000
(c) Professional Liability.....$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the

Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

11.1. *General non-discrimination*. No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

11.2. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

11.3. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

11.4. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

☒ Contractor complies with Chapter 2.84 by:

- ☐ offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☒ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.

☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

11.5 *Discrimination Against Individuals with Disabilities*. The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

11.6 *History of Discrimination*. Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

11.7 *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

i) termination of this Agreement;
ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
iii) liquidated damages of $2,500 per violation; and/or
iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no

fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

13.1. Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

13.2. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

13.3. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. MERGER CLAUSE & AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. CONTROLLING LAW AND VENUE

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of Contractor, to:
Haystax Technology
ATTN: Susan Oliver
8251 Greensboro Dr. #1111
Mclean, VA 22102

Telephone: (571) 297-3755
Email: soliver@haystax.com

In the case of County, to:
San Mateo County Sheriff's Office
ATTN: Greg Munks, Sheriff
400 County Center, 3rd Floor
Redwood City, CA 94063

Telephone: (650) 599-1664
Email: gmunks@smcgov.org

17. ELECTRONIC SIGNATURE

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

18. MLA BETWEEN DIGITAL SANDBOX AND THE CITY OF SAN DIEGO

The County Acknowledges that Digital Sandbox is bound by the July 7, 2010 Master License Agreement between Digital Sandbox and the City of San Diego, which is attached hereto as Exhibit C. While the terms of Exhibit C are not made part of this agreement and do not bind the County, the County agrees that this Agreement will not be interpreted to require Digital Sandbox or the third parties to Exhibit C to perform obligations that would violate the rights or obligations created by Exhibit C.

19. SOFTWARE OWNERSHIP

Notwithstanding the other provisions of this Agreement, the parties agree that Contractor's proprietary software and the intellectual property contained therein shall remain the property of Contractor and are not subject to the County's rights to take ownership of work products or materials under this Agreement. However, in the event of termination, the County shall be provided a non-exclusive license of the intellectual property and software for the remainder of the contract term.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands

COUNTY OF SAN MATEO
A Political Sub-division of the
State of California

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

HAYSTAX TECHNOLOGY

BY: Alan C. Sharp
(SIGNATURE)

ALAN C. SHARP
(PRINTED NAME)

DATE: 2 Oct., 2014

EXHIBIT A
SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HAYSTAX TECHNOLOGY

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. INTRODUCTION.

Under the Master License Agreement attached hereto as Exhibit C, Contractor has since 2010 provided software, maintenance, support, and services to the eight urban areas known as the "California Urban Area Subscribers" under a statewide risk management program. Per the Agreement between the County of San Mateo and Digital Sandbox dated 11/05/2013, the following four (4) state agencies were added to the state's Master License Agreement:

- California Governor's Office of Emergency Services, CAL OES
- California Department of Forestry and Fire Protection, CAL Fire
- California Highway Patrol
- California State Terror Threat Assessment Center

The statewide program is referred to as "Cal COP", the California Common Operating Picture. Exhibit A describes the expansion of such software, maintenance, support, and services to four new statewide agencies who have become party to the statewide risk management program.

As part of the operational incorporation plan for these new agencies, labor support services are necessary to define how these state agencies will participate in the Cal COP lead by the Coalition of CA UASIs Threat and Risk Management Program. In order to ensure return on the investment by the CA UASIs, support services are needed to develop and initial plan to determine how the statewide agencies will participate and what their participation will include on a daily basis. Lastly, support services are provided to assist with kicking off operational use of the solution within daily operations and special events at these statewide agencies by exercising and training on this initial plan and conducting an after action of what was learned and how the statewide agencies can build out their use of Cal COP. Additional detail on the labor support services are outlined in the table on page 11. The following Service Bundle will be the focus of the statewide agencies' Subscription of Services over the Term.

Digital Sandbox Statewide Agencies Incorporation - Services Bundle

- Agency Mission/Needs Assessment and Initial Configuration
- CONOPS Documentation

2. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

A. Agency Mission and Initial Configuration Assessment

1.) Haystax will prepare a Needs Assessments describing the business information requirements for each of the four state agencies deploying Cal COP. The Needs Assessment will map each business requirement to specific Cal COP functionality, which meets the agency's business need. To develop the Needs Assessment Haystax will facilitate meetings with agency representatives, research current systems, standard operating procedures, and organizational structure in order to develop a full assessment of each state agency's needs.

2.) Two (2) review sessions will be held for each agency. The purpose of the first session is to review the current installation of Cal COP. The second session will review the findings in the Configuration Document.

(a) Deliverable - Due Date: 12/1/2014

- Agency Mission/Needs Assessment
- Configuration Document
- Initial System Configuration

(b) Responsibilities and Completion Criteria:

Haystax Technology Responsibility	County's Responsibility
• Conduct an application configuration review of the installed Cal COP and Watchboard applications. Interfaces to external system (CAD, etc.) included in the configuration review session. • Document the outcome of these sessions (these collective documents shall be referred to as the "Configuration Document"). • Provide no more than three (3) working reiterations of the Configuration Document. • Conduct the initial configuration of the Haystax applications in accordance with the Configuration Document • With Client, conduct a review of the Haystax applications as configured for Client.	• Ensure participation of the Core Team representing all 4 state agencies on the Haystax application configuration review meetings. • Provide copies of pertinent forms, procedures, and access to appropriate personnel to facilitate the form and workflow review.
Task Completion Criteria	
This task will be deemed completed when: • All sessions have been held; two (2) per agency • Client and Haystax Technology sign off on the Configuration Document; and • Configured system has been approved by the Client in the final review session.	

B. Concept of Operations (CONOPs) Documentation

1.) Haystax, Inc. will provide Standard Operating Procedure documentation for the following core business uses of Cal COP:

- New User Account Set up
- Asset Creation
- Asset Sharing
- Assessment Creation
- Event Creation
- Event Sharing
- Incident Creation
- Incident Sharing
- Channel/Feed Creation
- Channel/Feed Sharing
- Standard Watch Board Configuration
- Notification and Alert Configuration by Keyword

2.) The documentation will provide clear, concise procedures describing how to perform the business function mapped to each agency's defined business requirements in the Needs Assessment and will explain how the functionality meets their stated business need.

(a) Deliverable: Due 12/31/2014

- Agency Concept of Operations (CONOPs)

Haystax Technology Responsibility	Client Responsibility
• Conduct a workflow review of the installed Cal COP and Watchboard applications • Document the outcome of these sessions (these collective documents shall be referred to as the "CONOPs Documentation"). • Provide no more than three (3) working reiterations of this of the CONOPs Document.	• Ensure participation of the Core Team representing all four state agencies on the Haystax application CONOPs review meetings. • Provide copies of pertinent forms, procedures and provide access to appropriate personnel to facilitate the form and workflow review.
Task Completion Criteria	
This task will be deemed completed when: • All sessions have been held; one (1) per agency • Client and Haystax Technology sign off on the CONOPs Documents • Haystax delivers final CONOPS Documents to state agencies' representative	

C. Period of Performance Objectives for the State Agencies:

1.) The following objectives will be the focus of the Subscription of Service over the Period of Performance (November 1, 2014 through February 28, 2015). Objectives may be modified, added, or deleted, as mutually agreeably by the both parties.

(a) Program Guidance

(b) Field Engineering Services

(c) Basic Agency Configuration

(d) Data Analyst Services

D. Maintenance:

1.) Standard maintenance for the term of this agreement.

2.) All maintenance and support will be provided to Customer pursuant to the Master License Agreement.

EXHIBIT B
PAYMENTS AND RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HAYSTAX TECHNOLOGY

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. RATES / PAYMENTS.

A. County shall pay Contractor a total of $192,000 in three installments, upon County's receipt and acceptance of invoice(s) from Contractor as follows:

1.) **$23,250**, upon full execution of this agreement, for maintenance for the statewide agencies for the period November 1, 2014 through February 28, 2015;

2.) **$105,000** on or around December 31, 2014, for services and support through the billing date; and

3.) **$63,750** on or around February 28, 2015, for services and support through the billing date.

B. Any and all payments made pursuant to this Agreement shall be made with RTTAC funds, and are conditional on the County of San Mateo's receipt of HIDTA/NCRIC funds in an amount sufficient to compensate Contractor.

C. It is understood and agreed by both parties that no County funds are encumbered, obligated or spent under this agreement.

EXHIBIT C

MASTER LICENSE AGREEMENT

BETWEEN DIGITAL SANDBOX AND THE CITY OF SAN DIEGO

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HAYSTAX TECHNOLOGY

Master License Agreement attached solely for the reasons described in *Paragraph 18, MLA between Digital Sandbox and the City of San Diego*, of this Agreement.

(STARTS ON NEXT PAGE)

Digital Sandbox

Risk Optimized Solutions

Master License Agreement

This Master License Agreement ("Agreement") is made as of the 7th day of July, 2010 (the "Effective Date") by and between Digital Sandbox, Inc., a Delaware corporation ("Digital Sandbox") with offices located at 8260 Greensboro Drive, Suite 450, McLean, Virginia 22102 and the "Customer" (as identified below).

WHEREAS, Digital Sandbox develops and licenses certain technology (the "Licensed Software") for use and access by a Customer and its Registered Users;

WHEREAS, Digital Sandbox offers subscription based maintenance and support services to support the Licensed Software (the "Support Services");

WHEREAS, in addition, Digital Sandbox offers value added consulting services to provide customized analysis and reporting capabilities (such consulting services referred hereto as the "Analysis Services," and any such resulting reports are referred to herein as the "Customized Reports");

WHEREAS, as more particularly described on an Order Form, Customer desires to license the Licensed Software from Digital Sandbox and/or procure the Support Services, the Analysis Services or the Customized Reports (collectively, the "Services").

WHEREAS, Digital Sandbox is willing to license the Licensed Software to Customer and perform the Services, as the case may be, under the terms and conditions in this Agreement.

This Agreement consists of this cover page (the "Cover Page") and the attached Terms and Conditions and all exhibits and schedules attached hereto, and any Order Form executed during the Term, which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

Executed as a binding Agreement by Digital Sandbox

By (Authorized Signature):	
Date:	July 7, 2010
Print Name:	Andrew Hoddick
Title:	CFO

Executed as a binding Agreement by Customer:

Customer:	City of San Diego
By (Authorized Signature):	
Date:	JULY 7, 2010
Print Name:	DONNA FALLER
Title:	PROGRAM MANAGER, OHS
Street Address:	1250 6TH AVENUE, SUITE 1000A
City, State, Zip:	SAN DIEGO, CA 92101
Postal Code, Country:	US
Phone:	619-533-6763 ; 619-890-9672 c.

Master Services Agreement

Terms & Conditions

1 Scope of Agreement Definitions. This Agreement covers the (i) license and permitted use of the Licensed Software, (ii) purchase of Support Services associated with the Software; and (iii) purchase of Analysis Services and the associated Customized Reports pursuant to the terms and conditions contained in a separately executed Order Form. Unless otherwise defined in this Section 1, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

1.1 "Analysis Services" shall mean the professional consulting services provided by Digital Sandbox upon request of Customer to further manipulate, interpret and organize the output from Digital Sandbox's Licensed Software, and similar tools of Digital Sandbox to the extent mutually agreed upon in writing by the parties and in a form substantially similar to the form order form attached hereto as Exhibit A (each a "Order Form").

1.2 "Customer Data" shall mean any information concerning the Customer's assets, infrastructure, systems, software, hardware, including capabilities and limitations thereof that Customer inputs, directly or through any agent or contractor, into the Licensed Software.

1.3 "Documentation" shall mean the Licensed Software user and administration manual(s), software-enabled help files, advice available from Digital Sandbox online and technical documentation of the Analysis Services.

1.4 "Licensed Software" means the object code of the Digital Sandbox products. The Licensed Software also includes, to the extent the Customer has subscribed to and paid for the Support Services, any upgrades, modifications, new versions, maintenance releases and patches of and for the Licensed Software.

1.5 "Order Form" means the form by which the Customer can order the Licensed Software and/or the Services under this Agreement, a form of which is attached hereto as Exhibit A.

1.6 "Pre-Existing Materials" shall mean any and all materials, information, inventions, methods, procedures, technology and know-how owned or developed by Digital Sandbox prior to the Effective Date.

1.7 "Registered Users" are employees or consultants of Customer who are authorized by the Customer to use the Licensed Software strictly in accordance with the terms and conditions of this Agreement and employees or consultants of the San Diego Urban Area Regional Terrorism Threat Assessment Center, the County of San Diego and the eighteen municipalities that comprise the San Diego Urban Area.

1.8 "Services" means the Analysis Services and/or the Support Services.

1.9 "Warranty Period" means ninety (90) days from the date the License Software is delivered to Customer.

2 License Grant

2.1 Subject to the terms and conditions of this License Agreement and in consideration for the payment of the applicable fees described in the Order Form, Digital Sandbox hereby grants to Customer (and each of its Administrators and Registered Users) a limited, non-exclusive, non transferable license (the "License") to use and install the Licensed Software for Customer's internal business purposes in accordance with the Documentation, as well as the right to use any and all Documentation. Customer will provide access to the Licensed Software only to its authorized Registered Users during the Term and only up to the number of Registered Users ordered and paid for by Customer under an Order Form.

2.2 This Agreement and the license grant does not extend to any parent, subsidiary or affiliate companies, government entities, agencies or the like of Customer unless otherwise agreed in writing.

3 Licensed Software Restrictions.

3.1. Customer and Registered Users may not access, distribute or use the Licensed Software except as expressly permitted under this Agreement, or the terms of the Order Form, including the requirements provided by applicable U.S. intellectual property laws and U.S. copyright laws. Except as permitted by this Agreement, any distribution, directly or indirectly, of any portion of the Licensed Software is expressly prohibited. Furthermore, Customer and Registered Users shall not, nor shall they permit others to do any of the following: (a) sell, distribute, transmit, or otherwise provide access or use to any person not authorized by this Agreement; (b) store any Licensed

Software in any information storage and retrieval system which provides access to persons not authorized by this Agreement or provides concurrent usage by more end users than those authorized by this Agreement; (c) rent, sublicense, lease, or assign any right to use Licensed Software to any person other than Customer itself or its authorized Registered Users; (d) copy, reproduce, create derivative works from, de-compile, disassemble, or otherwise reverse-engineer the Licensed Software, or in any other way alter, translate, modify, or adapt the Licensed Software; or (e) make use of the Internet or an Intranet to provide access to the Licensed Software through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple simultaneous access or distribution other than provided by this Agreement. Any access to or use of the Licensed Software (or any part thereof) by persons or other users who are not authorized by Customer and this Agreement is specifically prohibited. Unless otherwise provided for in the Order Form and within Customer's then current Maintenance and Support Agreement, if any, this Agreement shall not entitle the Customer to any future versions, revisions or future features of the Licensed Software. Upon termination of this Agreement (if the term of the license is periodic) or upon revocation of the License, after notice of breach and failure to cure such breach, Customer agrees to immediately return the Licensed Software to Digital Sandbox and destroy all copies of the Licensed Software and Documentation, including erasure of all electronic forms found on any computer or hardware device. Customer is responsible for all use of any the Licensed Software and for compliance with this Agreement and any applicable third party software license agreement.

Unless otherwise expressly stated herein, this Agreement does not transfer to Customer any title or any ownership right or interest in any Licensed Software, the Documentation, the Customized Reports or in any intellectual property rights therein. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement.

3.2 Subject to the license granted in Section 2, Digital Sandbox reserves all rights that are not expressly granted in this Agreement with respect to the Licensed Software, the Customized Reports and the Pre-Existing Work and all intellectual property rights associated with the Licensed Software, the Customized Reports and the Pre-Existing Work. Customer acknowledges that the foregoing licenses are strictly non-exclusive and that Digital Sandbox may use the Licensed Software, the Customized Reports and its Pre-Existing Work for any purpose in Digital Sandbox's discretion. Digital Sandbox and its suppliers are the sole owners of the Licensed Software, the Customized Reports and the Pre-Existing Work, including any new features or functions developed during the Term. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement. Digital Sandbox reserves all rights not expressly granted.

4 Maintenance and Support.

4.1 Maintenance and Support. Customer may subscribe for Digital Sandbox's maintenance and support services by indicating as such on an Order Form and paying the annual subscription fee associated therewith. The maintenance and support services are described on Exhibit B attached hereto (the "Support Services"). Customer will identify through the Digital Sandbox registration process the person identified as the Customer's authorized support contact (the "Administrator"). Unless otherwise indicated on the Order Form, Digital Sandbox will provide the Support Services to Customer's Administrator(s). Unless otherwise indicated in an Order Form, the term of the Support Services shall be twelve months that commences on the Effective Date of this Agreement, and shall automatically renew for subsequent twelve month periods, unless and until either party provides the other with at least ninety (90) days written notice prior the expiration of the then-current term.

4.2 Digital Sandbox may cease providing Support Services if Customer fails to renew Support Services for additional term(s). If Customer ends the Support Services either by non-payment or by notification to Digital Sandbox, and if Customer should subsequently seek maintenance, new updates, features, etc., Customer will be required to pay the then current reinstatement fee as a condition for restoration of Support Services.

5 Customer Responsibilities.

Customer is responsible for all activities that occur in Registered User accounts and for Registered Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Licensed Software, and notify Digital Sandbox promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service. Customer is responsible for all use of the Licensed Software and for compliance with this Agreement and

any applicable third party software license agreement. Additionally, in connection with the Services performed by Digital Sandbox under this Agreement, the Customer will:

5.1 Provide Digital Sandbox with access to Customer's designated on-site supervisor and technical resources for the Services for the duration of this Agreement.

5.2 Provide a description of the target computing environment inventory and provide access to all operating systems and network and computing environments necessary to complete the Services. Such access shall include user accounts, system administrators and other areas as deemed necessary by Digital Sandbox.

5.3 Provide access to any computer(s) requiring troubleshooting as selected or deemed necessary by Digital Sandbox.

5.4 Provide licensed copies of all software products, including any hardware products, to be installed, implemented or used by Digital Sandbox hereunder. Payment for, license, use and operation of all such products are the sole responsibility of Customer. Customer may request that Digital Sandbox acquire such licensed software and hardware products and, in such event shall reimburse Digital Sandbox at cost with no markup for such hardware and/or software products.

5.5 Provide a suitable test environment that is representative of server or workstation mix and platforms.

5.6 Ensure version compatibility with software to be installed, implemented or otherwise used.

5.7 Back up its environment and perform maintenance before implementation begins on targeted servers.

6 Analysis Services; Customized Reports; Proprietary Rights

6.1 Analysis Services. From time to time, the parties may agree in an Order Form that Digital Sandbox perform certain Analysis Services and deliver certain Customized Reports by executing an Order Form, the form of which is attached hereto as Exhibit A. Customer shall supply to Digital Sandbox such other information and data as Digital Sandbox shall reasonably require to carry out the Analysis Services and deliver the Customized Reports, if any.

6.2 Ownership of Customized Reports. The parties agree and understand that the form, arrangement, presentation and methods used to analyze the Customer Data within the Customized Reports has been developed and refined by Digital Sandbox prior to the Effective Date and such form of Customized Reports and the methodologies underlying the Customized Reports are the valuable intellectual property of Digital Sandbox. Accordingly, all Customized Reports delivered to Customer under this Agreement shall remain the intellectual property of Digital Sandbox, and, subject to the terms and conditions of this Agreement and upon payment of the fees set forth in the Order Form, Customer is hereby granted a limited, non-exclusive, non-transferable, non-sublicenseable right to use and view the Customized Reports identified in the applicable Order Form. Under no circumstances may Customer share any Customized Reports with any third party without the express prior written consent of Digital Sandbox. All rights in the Customized Reports (and related intellectual property rights) remain in and/or, if necessary, are hereby assigned to Digital Sandbox; provided however, that Customer shall retain ownership of any information or property provided by Customer, including the Customer Data, that may be incorporated into the Customized Reports and Digital Sandbox shall have no ownership rights in such information or property.

6.3 Nothing in this Agreement shall preclude Digital Sandbox from developing for itself, or for others, materials which are competitive with those produced as a result of the Analysis Services or a Customized Report provided hereunder, irrespective of their similarity to materials which may be delivered to Customer pursuant to this Agreement or any Order Form. In addition, nothing in this Agreement shall preclude Digital Sandbox from using any general consulting, data processing, software, principles, concepts, ideas, skills, tools, methodologies or other knowledge that Digital Sandbox may acquire during the course of providing the Analysis Services hereunder or in preparing a Customized Report, provided that Digital Sandbox shall not disclose any Customer Data or any of the Customer's proprietary, confidential and trade secret information.

6.4 All copyrights, patents, trade secrets, or other intellectual property rights associated with ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Digital Sandbox or its personnel prior to commencement of Analysis Services and during the term of an Order Form hereunder shall remain the exclusive property of Digital Sandbox. Digital Sandbox shall at all times retain ownership of its Pre-Existing materials and proprietary methodologies used in the delivery of the Analysis Services including, but not limited to:

descriptions of its methodologies, strategies and practices; skills; concepts; designs; processes; and project tools. Customer acknowledges that the foregoing items along with the Customized Reports shall be considered confidential information of Digital Sandbox.

7 Order Form.

During the Term, Customer may license the Licensed Software or request Digital Sandbox to perform the Support Service and/or the Analysis Services, and Digital Sandbox agrees to license such Licensed Software and perform such Services under the terms of this Agreement pursuant to one or more standard Order Forms. The Order Form shall contain the price, description and type of Licensed Software, the number of Administrators, the Analysis Services and/or Support Services to be provided to Customer, if any, and/or number of authorized Registered Users that are permitted to access and use the Licensed Software and Services and signed by both parties to this Agreement. This Agreement may accommodate multiple Order Forms and each Order Form shall be incorporated into and become a part of this Agreement upon acceptance by Digital Sandbox and Customer. The duration and type of License provided to Customer and any associated fees or charges shall also be identified on the Order Form.

8 Terms of Payment.

8.1 Customer agrees to pay the fees set forth on Exhibit A for the Licensed Software and/or Services ordered on an Order Form. Digital Sandbox shall provide the Analysis Services to Customer at the rates set forth on Exhibit A. Digital Sandbox will issue an invoice for all fees due under this Agreement on a monthly basis in arrears, or where indicated annually in advance, unless otherwise specified in an Order Form. Customer agrees to pay undisputed invoices within 30 days after receipt of Digital Sandbox's invoice, unless otherwise specified in an Order Form.

8.2 Digital Sandbox shall provide the Analysis Services to Customer at the rates set forth on Exhibit A. Additionally, Customer shall pay Digital Sandbox's its out of pocket costs (including travel and lodging where applicable), materials, and expenses reasonably incurred in providing the Analysis Services or any on-site installation, support and/or other services, unless otherwise specified in an Order Form.

8.3 The Support Services annual fee shall be due and payable to Digital Sandbox at least thirty (30) days prior to the anniversary of the Effective Date. The Support Services Annual Fee for subsequent years (after initial year) will be set at eighteen percent (18%) of the then current list price of the Licensed Software licensed under this Agreement. Digital Sandbox may change the annual fee or the basis on which it is calculated by providing at least thirty (30) days prior notice.

8.4 With respect to any past due payments not in dispute, Digital Sandbox reserves the right to charge Customer, and if assessed, Customer agrees to pay, a late fee equal to the lesser of one percent (1%) or the greatest amount permitted by law for each month or partial month such undisputed amount remains outstanding.

9 Confidentiality

9.1 As used herein "Confidential Information" means the terms and conditions of this Agreement, any non-public information, technical data or know-how of a party, which is furnished by one party to the other party in written or tangible form in connection with this Agreement and marked as "Confidential" including the Customer Data or if given orally, is summarized in a writing provided to the other party within 30 days, or is otherwise obtained by a party, and if not marked, otherwise should reasonably be understood by its nature to be Confidential Information. Notwithstanding the foregoing, each party may disclose this Agreement and its terms, in confidence, to its officers, directors, accountants, attorneys, advisors, and actual and potential investors, acquirers and/or financing sources on a need-to-know basis subject to execution by any of the foregoing of a confidentiality agreement with terms substantially similar to those contained in this Section 9. Notwithstanding the foregoing and regardless if the following are marked as confidential or not, the Licensed Software, the Pre-Existing Materials and the Customized Reports shall be the Confidential Information of Digital Sandbox.

9.2 Neither party will use the other's Confidential Information except as authorized herein and each party will maintain in confidence the other party's Confidential Information. Each party will implement measures to protect Confidential Information that are no less restrictive than those used to protect its own confidential materials and in any case are reasonable measures. Each party retains the sole and exclusive ownership of all information and materials provided by it to the other party hereunder. For the avoidance of doubt, Customer is the sole and exclusive owner of all Customer Data and Registered User data (including, personally identifiable user data) ("User Data") collected hereunder and such Customer Data and User Data shall be deemed Confidential Information of Customer.

Upon termination of this Agreement, all copies of any Confidential Information in a party's possession shall be returned to the disclosing party.

9.3 Notwithstanding the foregoing, "Confidential Information" does not include information which is: (i) already, at the time of disclosure by the other party, lawfully in the possession of the receiving party; (ii) independently developed by the receiving party without access to the Confidential Information of the other party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under an obligation to keep such information confidential; (v) approved for release by written agreement of the disclosing party; or (vi) disclosed to the public pursuant to the requirements of law, regulation or court order. For the avoidance of any doubt, Confidential Information does not include any knowledge concerning the operation or vulnerabilities of an asset, system, hardware or software that Digital Sandbox may acquire during the Term or of any present or potential threat to any of the foregoing that Digital Sandbox learns or acquires during the Term.

9.4 The parties agree that either party shall be permitted to promote Customer's use of the Licensed Software and/or any other Services in general terms as part of press releases, on such party's website and general advertising or in any other publicity matters.

9.5 Notwithstanding the foregoing, Customer agrees that Digital Sandbox may use certain generic, non-specific Customer information that Digital Sandbox compiles as a result of the Services under this Agreement for the purpose of preparing and distributing statistical reports relative to security trends and data patterns so long as any such use in no way identifies the Customer or any Customer Data.

10 Warranty

10.1 Digital Sandbox will render all Services in a professional manner in accordance with generally accepted industry standards. Digital Sandbox warrants that the Licensed Software will perform substantially in accordance with the Documentation during the Warranty Period. Digital Sandbox shall correct material Documentation errors by including such correction in its next release of such Documentation. To the best knowledge of Digital Sandbox, the Licensed Software does not contain viruses, trojan horses, worms, time bombs or cancel bots.

10.2 Digital Sandbox's warranty will be void if any failure has resulted from unauthorized modification, misuse, accident, abuse, or misapplication of the Licensed Software by any party other than Digital Sandbox.

10.3 DIGITAL SANDBOX DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WITH RESPECT TO THE LICENSED SOFTWARE, THE PRE-EXISTING WORKS, THE CUSTOMIZED REPORTS, THE SERVICES AND THE DOCUMENTATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LICENSED SOFTWARE, THE SERVICES AND THE CUSTOMIZED REPORTS ARE DESIGNED TO BE TOOLS TO ASSIST IT IN EVALUATING VULNERABILITIES, THREATS AND RISKS TO ITS ASSETS, INFRASTRUCTURE AND SYSTEMS. DIGITAL SANDBOX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, TIMELINESS OR COMPLETENESS OF ANY OF THE CUSTOMIZED REPORTS, THE SERVICES OR ANY DATA GENERATED BY THE LICENSED SOFTWARE, OR THAT LICENSED SOFTWARE, THE SERVICES OR THE CUSTOMIZED REPORTS WILL OPERATE ERROR FREE OR UNINTERRUPTED OR WILL ACCURATELY PREDICT OR IDENTIFY ALL VULNERABILITIES, THREATS OR THE RISK EXPOSURE OF CUSTOMER'S ASSETS, INFRASTRUCTURE OR SYSTEMS OR PROPERLY CHARACTERIZE THE SEVERITY OF SUCH VULNERABILITY, THREAT OR RISK. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE LICENSED SOFTWARE OR THE INFORMATION CONTAINED IN A CUSTOMIZED REPORT, AND FOR ANY RELIANCE THEREON. CUSTOMER AGREES TO BACKUP ALL DATA RESIDING ON ITS SYSTEMS.

11 Indemnification

11.1 Digital Sandbox shall indemnify, defend and hold harmless Customer and Customer's employees, officers, consultants and agents from and against any third party claims, demand or actions, including reasonable outside legal fees and expenses, based upon or alleging that (i) Customer's authorized use of the Services or the Licensed Software provided by Digital Sandbox in accordance with the Documentation violates, infringes or

misappropriates any United States patent, copyright, trademark or trade secret; and/or (ii) the gross negligence or willful misconduct of Digital Sandbox, but only to the extent of such gross negligence or willful misconduct. As a condition precedent to the foregoing indemnification obligations, Customer agrees to notify Digital Sandbox of any such claim promptly in writing, tender the defense to Digital Sandbox and to allow Digital Sandbox to manage, control, and/or settle such proceedings. Customer agrees to cooperate fully, at Digital Sandbox's sole cost and expense, with Digital Sandbox during such proceedings.

11.2 In the event of an infringement claim or should Digital Sandbox have reasonable concerns about infringement or potential infringement, at Digital Sandbox's option, it may replace, in whole or in part, the Licensed Software with a substantially compatible and functionally equivalent computer program(s), modify the Licensed Software to avoid the infringement without substantially compromising the functionality of the Licensed Software and/or obtain such license(s) as it deems appropriate so long as any such license provides Customer, at a minimum, with substantially the same functionality as provided herein. Customer agrees to promptly install any such replacement version and discontinue use of the superseded versions.

11.3 Digital Sandbox will have no obligation for any claim of infringement to the extent that it results from modifications to the Licensed Software or the Customized Reports made other than by Digital Sandbox or because of Customer's failure to use updated or modified Licensed Software or Customized Reports provided by Digital Sandbox to avoid a claim of infringement or misappropriation.

11.4 THE PROVISIONS OF THIS SECTION 11 SET FORTH DIGITAL SANDBOX'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

11.5 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold Digital Sandbox and Digital Sandbox's employees, officers, consultants and agents from and against any third party claims, demand or actions, including reasonable outside legal fees and expenses, incurred in connection with any unauthorized use by Customer or a Registered User of the Licensed Software; provided, that Digital Sandbox (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Digital Sandbox of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

12 Limitations

12.1 SUBJECT TO SECTION 12.2, EXCLUDING LIABILITIES ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 11 AND ANY LIABILITIES ARISING FROM CUSTOMER'S BREACH OF SECTION 2 AND SECTION 3 (LICENSE GRANT AND LICENSED SOFTWARE RESTRICTIONS), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, THE SERVICES OR THE USE OF THE LICENSED SOFTWARE, EXCEED THE AMOUNT OF FEES PAID TO DIGITAL SANDBOX UNDER THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER THE OCCURRENCE OF SUCH ACT OR OMISSION.

12.2 **Exclusion of Other Damages**. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

13 Term and Termination

13.1 This Agreement shall have an initial term of one (1) year (the "Term"), and may be thereafter be renewed upon the mutual agreement of the Parties, provided that the license grant contained in Section 2 shall be perpetual so

long as Customer continuously comply with Section 3 and Section 9. The term of the Support Services or Services shall be determined by Customer's purchase of and payment for such Support Services and/or Services.

13.2 Either party shall have the right to terminate this Agreement or an Order Form and the license granted herein upon thirty (30) calendar days' written notice in the event that the other party materially breaches this Agreement and the breach remains uncured upon the expiration of the thirty (30) day period after written notice from the non-breaching party specifying the breach of this Agreement. Either party may terminate this Agreement immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

13.3 Upon termination of this Agreement, all obligations to provide the Services shall cease. Upon termination, Customer agrees to immediately cease using the Licensed Software and return all copies of the Licensed Software and the Documentation, including erasure of all electronic forms found on any computer or hardware device. Termination shall not affect existing obligations of Customer regarding payment of monies then due. The following Sections shall survive termination of this Agreement: 1, 3, 5, 6, 8, 9, 10, 11, 12, 13 and 14, together with any outstanding payment obligations of Customer.

14 Miscellaneous

14.1 Entire Agreement. This Agreement is the complete and exclusive agreement between Customer and Digital Sandbox, superseding all other prior arrangements, understandings, practices, communications and agreements between the parties relating to this subject matter. The Parties agree that, to the extent any Customer purchase or sales order contains terms or conditions that conflict with, or supplement, this Agreement, such terms and conditions shall be void and have no effect, and the provisions of this Agreement shall control.

14.2 Federal Government End Use Provisions. Digital Sandbox provides the Licensed Software, including related Licensed Software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Licensed Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Digital Sandbox to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

14.3 Amendment and Modification. No term or provision of this Agreement may be amended, waived, released, discharged or modified in any respect except in writing, signed by Customer and Digital Sandbox.

14.4 Governing Law; Severability. This Agreement and the relationship of the parties shall be governed by and construed in accordance with the laws of Commonwealth of Virginia without regard to its choice of law or conflict of law provisions. Digital Sandbox and Customer agree that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect.

14.5 Relationship of the Parties. Digital Sandbox is an independent contractor, and no party shall have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose. Digital Sandbox and its employees shall not be entitled to any of Customer's benefits, including: (a) income tax withholding; (b) 401(k) or other retirement benefits; or (c) employee stock purchase or stock option plans.

14.6 Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver.

14.7 Assignment. Either party may assign this Agreement in the event of a merger, acquisition or sale of all or substantially of all of a party's assets, so long as any such transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement. Digital Sandbox may assign this agreement to any company which acquires

all or any substantial portion of its assets. Unless otherwise permitted in this Section 14.7, neither party shall assign or otherwise transfer this Agreement in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, as applicable, their permitted respective heirs, executors, administrators, representatives, successors and assigns.

14.8 Force Majeure. Neither party shall be responsible for any delay or failure in performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to: an act of God; an act of war; a riot; an epidemic, fire, flood or other disaster; an act of government; and a strike or lockout.

14.9 Equitable Relief. Each party acknowledges that all provisions of this Agreement relating to the Licensed Software or the Analysis Services, or restrictions on Customer's use thereof or to a party's intellectual property rights or a party's nondisclosure obligations are such that breach by one party would cause the other immediate and irreparable harm. Accordingly, in case of any such breach by a party, in addition to such other relief as may be available, the other party shall be entitled to temporary, preliminary and final injunctive relief in a court of law.

14.10 Notices. All notices and demands (collectively, a "Notice") between the parties shall be in writing and shall be deemed effective: (i) upon delivery in person; (ii) three days after mailing by registered or certified mail, return receipt requested; (iii) the next day after shipment by overnight courier service, return receipt requested; or (iv) upon delivery within the United States by email or facsimile, provided that written confirmation by one of the other delivery methods specified herein follows promptly thereafter.

14.11 Records. During the term of this Agreement and for one (1) year thereafter, each party shall maintain complete and accurate records of its use of the Licensed Software, and Digital Sandbox or its authorized representative may, upon reasonable notice, but in no event more than once per calendar year, audit and review such records or perform such other inspection procedures as reasonably necessary to confirm Customer's compliance with the terms and conditions of this Agreement. If such audit reveals that Customer is using the Licensed Software with more than the number of authorized Registered Users, without limiting any of Digital Sandbox's other remedies, Customer shall promptly pay Digital Sandbox the then-current fee for such use.

14.12 Insurance. Each party shall maintain customary amounts of insurance against losses and damages to persons or property proximately caused by the negligence or willful misconduct of such party in performing the services under this Agreement, including workers' compensation, public liability, professional, property damage, and automobile liability insurance. Upon the written request of one party to the other, such party will produce a certificate of insurance demonstrating such coverage

Exhibit A

Order Form

THIS ORDER FORM ("Order Form") is hereby entered into as of July 7, 2010 between Digital Sandbox, a Delaware corporation having its principal place of business at 8260 Greensboro Drive, McLean, VA 22102 ("Digital Sandbox") and [Customer] the City of San Diego having its principal place of business at 1200 3rd Ave., Suite 200, San Diego, CA 91201 (the "Customer"). This Order Form is entered into by the parties in accordance with the parties' Master Subscription Agreement, incorporated herein by reference.

Terms not otherwise defined in this Order Form shall have the meanings defined in the Master Subscription Agreement. In the event of any conflict between the terms of this Order Form and the Agreement, the terms in this Order Form shall govern.

Initiation/Set Up Fee: Included

License Fee: $100,000

Registered Users	Annual Per User Fee	Term	Billing Start Date	Billing Frequency	Payment Terms
Unlimited	N/A	Perpetual Software License	30 days from contract award	1 Time	Net 30

Administrators: TBD by Customer

Training: Included

- Three On-Site Training Sessions (one day per session)

Analysis Services: $226,200

- Schedule:
  - Risk Analysis Report: $71,500 (billed 15 days from deliverable acceptance)
  - Threat and Hazard Baseline: $50,750 (billed 15 days from deliverable acceptance)
  - Capability Assessment and Gap Risk Analysis Report: $53,750 (billed 15 days from deliverable acceptance)
  - Urban Area Homeland Security Strategic Plan: $24,200 (billed 15 days from deliverable acceptance)
  - Urban Area Preparedness Report: $26,000 (billed 15 days from deliverable acceptance)
- Schedule for Performance of the Services. The estimated duration of the Analysis Services is 150 days. The Analysis Services are scheduled for performance from July 7, 2010 to December 3, 2010. Unless otherwise specified, all onsite Analysis Services will be performed at Digital Sandbox's facilities located in McLean, VA.
- Project Management. Each party shall appoint a project coordinator who shall have day-to-day responsibility and authority for overseeing and coordinating the activities contemplated herein, including scheduling and presiding over meetings, design/review approval sessions, providing needed information and coordinating staff.
- Change Control. The tasks and deliverables listed above describe in reasonable detail the complete scope of the project as understood by Digital Sandbox. The scope shall not be changed without Digital Sandbox's approval and an appropriate adjustment to the price and other applicable terms. Either party may request a Change Order which must be signed by both parties prior to the change being incorporated into the project.

Travel: $18,500

- Travel will be billed 30 days from travel completion at no cost markup.

Maintenance:

- Year 1 : $18,000 (billed 30 days from contract award)
- Year 2 : $18,000 (billed 365 days from contract award)
- Year 3: $18,000 (billed 730 days from contract award)

Terms of Service:

- Except as modified in this Order Form, all Services will be provided to Customer pursuant to the Master Subscription Agreement.

Ongoing Consulting Services:

- **Year 1: $255,763** ***(billed 151 days from contract award)***
  - Two facilitated assessment sessions
  - Six comprehensive risk reports
  - Two CIKR Benchmark reports
  - One onsite training session, two webinar training sessions
  - Strategic Planning Support
  - 192 hours per year of analyst hours
- **Year 2: $255,763** ***(billed one (1) year + 151 days from contract award)***
  - Two facilitated assessment sessions
  - Six comprehensive risk reports
  - Two CIKR Benchmark reports
  - One onsite training session, two webinar training sessions
  - Strategic Planning Support
  - 192 hours per year of analyst services
- **Year 3: $255,763** ***(billed two (2) years + 151 days from contract award)***
  - Two facilitated assessment sessions
  - Six comprehensive risk reports
  - Two CIKR Benchmark reports
  - One onsite training session, two webinar training sessions
  - Strategic Planning Support
  - 192 hours per year of analyst services

Miscellaneous. Customer shall make reasonable efforts to maintain a stable scope of work and shall provide timely feedback. The task release provides no hardware, hardware maintenance, software, or software maintenance for such systems that reside at Customer owned or operated locations. Customer will, at its expense, arrange for maintenance of all such computer systems, system software and applications. This Order Form is "Confidential Information" as such term is defined in the Subscription Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties have caused this ORDER FORM, to be executed by their authorized representatives on the date first set forth above.

Digital Sandbox	**Customer**
By:	By:
Print Name: Andrew Hoddick	Print Name: DONNA FALLER
Title: CFO	Title: PROGRAM MANAGER, OAS

Exhibit B

Hosted Services

This Hosted Services Exhibit adopts and incorporates by reference the terms and conditions of the Master Subscription Agreement ("Agreement") between Digital Sandbox ("Digital Sandbox") and ("Customer"). This Exhibit B describes the Hosted Services Digital Sandbox will provide to Customer for an initial term of three (3) years provided Customer has or will pay the agreed upon Hosted Services fees set forth in the applicable Order Form. This Exhibit B is effective beginning on July 7, 2010 and will renew automatically for subsequent one-year periods unless either party notifies the other of its intention not to renew by providing the other party at least ninety (90) days written notice prior to the expiration of the then-current term. Capitalized terms not otherwise defined in this Exhibit B shall have the meaning given such terms in the Agreement.

1. **Hosted Services.** Digital Sandbox will provide Customer with the following Hosted Services to enable the Customer and its Registered Users to access and use the Licensed Software in accordance with the Agreement: (i) access to a web portal or the Portal with password protected access to Digital Sandbox's back end managed data center environment; (ii) servers and software that are configured to run the Licensed Software and any applicable deliverable resulting from the Analysis Services, (iii) networking equipment required in support Customer's rights set forth in Section 2 of the Agreement, (iv) bandwidth from the hosted site to the Internet, and (v) system management operations, including system monitoring and maintenance.

2. **Hosting Availability.** Digital Sandbox will ensure the Licensed Software is available to the Internet for use by the Customer and the Registered Users, as applicable, Monday through Sunday, 24 hours per day with the exception of the scheduled and emergency downtime periods. Scheduled downtime will be coordinated during off-hours of the normal workweek, and will last for a period no longer than 8 sequential hours under normal circumstances. Digital Sandbox will use reasonable commercial efforts to coordinate with Customer regarding the scheduling of any emergency maintenance. Digital Sandbox will use all reasonable efforts to ensure availability is 99.0% outside of the scheduled and emergency downtime periods. Upon request, reports documenting system availability will be provided monthly.

3. **Hosting Initiation Services.** Prior to the delivery of the Hosting Services, Digital Sandbox will be responsible for procuring and providing the required hardware and embedded third party software. Additionally, Digital Sandbox will configure the server(s), configure the server operating system, install and configure all other embedded third party software, set up servers on Digital Sandbox's management network, and assist Customer in establishing communications between the servers on the Digital Sandbox management network and Customer's network.

4. **Support.** Customer' Administrator is responsible for all level one support of the Registered Users. This Administrator will attempt to answer all questions, which will include help with simple problems or general "how-to" questions, fielding telephone questions from Registered Users, initial troubleshooting and diagnostics, directing Registered Users to information found in any knowledgebase or the Documentation. The Administrator will gather and submit logs, traces, and any other requested documentation upon initial logging of case with Digital Sandbox level two support. If the question is more complex, the level one issue shall be passed on to the level two Digital Sandbox support technician. Level two questions may, for example, deal with advanced features and possible defects, failures or enhancements. Level one will not function as a pass through organization. Requests for assistance related to items found in standard Digital Sandbox documentation will be considered level one. Digital Sandbox expects all reasonable efforts to be exhausted in searching the knowledgebase or the Documentation prior to submitting an issue to Digital Sandbox level two support. Only an Administrator(s) may contact Digital Sandbox' support personnel.

5. **Telephone Support.** Digital Sandbox will, during the hours of 8:30 a.m. to 5:30 p.m. Eastern Time Zone (EST) on weekdays (exclusive of holidays) make reasonable telephone support available to Customer's Administrator. When Digital Sandbox's staff is unavailable, Digital Sandbox will provide a voice mail and email access that will be checked periodically. Additional support is also available on a time and materials basis.

6. **Service Level Agreements (SLA's)**

a. Digital Sandbox will assign a Severity Level to all defects identified within the Hosted Services by an Administrator or Digital Sandbox and provide the respective response for the issue.

b. Digital Sandbox will communicate the Severity Level assignment and action plan for the defect based on the timeline below.

Severity Level	Type	Response
1	Issues related to the Licensed Software and/or Hosted Services that are of such criticality that an emergency fix is required. An issue is assigned this severity if one or more of the following conditions exist: • A critical component or program stops functioning, effectively halting the operation of the Licensed Software and/or Hosted Services. • There is no reasonable workaround.	Priority commitment from Digital Sandbox to commence working on a solution within 5 Business Days.
2	Issues related to the Licensed Software and/or Hosted Services that significantly impacts the operations of the Customer, resulting in a significant loss of productivity and the need for a manual workaround.	Action Plan within 2 business days. Priority Commitment to commence working on a solution within 14 business days.
3	Issues related to the Licensed Software and/or Hosted Services that cause intermittent operational problems resulting in some lost productivity for the Customer and the need for manual workarounds.	Digital Sandbox will deliver a release in a future update or upgrade to is Hosted Services
4	Issues related to the Licensed Software and/or Hosted Services that are primarily of a functional character that enhance the product, yet are not fundamental to the original business requirements.	Time and resources permitting Digital Sandbox will deliver a solution in a future Patch or Version.

7. **Defect Correction Services**

a. Digital Sandbox will use reasonable commercial efforts to correct or provide a usable work-around solution for any reproducible material defect (including, without limitation, bugs or viruses in the software) in the Licensed Software in accordance with the response times and severity levels in Section 6 above. Digital Sandbox, at its option, may respond by including fixes in maintenance releases.

b. If Digital Sandbox, in its discretion, requests written verification of an error or malfunction discovered by an Administrator, Customer will promptly provide such verification, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Licensed Software fails to perform.

8. **Hosting Environment.** Digital Sandbox's Hosting environment consists of the following elements: (i) an IIS web server with authentication provided through the use of digital certificates, (ii) a dual hardware firewall architecture to create a "demilitarized zone" ("DMZ"), and (iii) a dedicated client network environment comprised of the Licensed Software, web server, database and reporting servers. Only required/authorized applications will be installed within the dedicated client network environment and on the servers employed to host the Licensed Software on Customer's behalf. If the Order Form indicates a dedicated server will be used for Customer, access to such dedicated servers will be limited to those Registered Users with a need for access and Digital Sandbox employees providing technical services to Customer or Registered Users.

9. **Acceptable Use Policy.** In consideration of providing access to Digital Sandbox's Hosting Services, Customer agrees to strictly comply with, and cause each of its Registered Users to comply with Digital Sandbox's then-current Acceptable Use Policy. If, in the process of using the Licensed Software, Customer or any Registered User uploads, records or otherwise transmits any content to a Digital Sandbox Web server, including the Customer Data, any presentations, photographs, illustrations, icons, articles, text, audio clips, or video clips (the "Content"), then Customer represents and warrants to Digital Sandbox that Customer: is the owner or authorized user of the Content; is solely responsible for the Content; no Content is subject to any rule, regulation or policy that imposes additional handling or confidentiality obligations on such Content or has been assigned a designation designed to protect the handling and disclosure of such Content that is higher than "for official use only", including without limitation, "confidential," "secret," "top secret," "top secret secured compartmented information," or any other

similar type of designation or would be deemed to be protected critical infrastructure information ("PCII") or any information that would be subject to the requirements of the Critical Infrastructure Information Act of 2002, as amended. Customer acknowledges and agrees that Digital Sandbox neither controls nor guarantees the accuracy, integrity, or quality of the Content. Customer will not use the Licensed Software to upload, record or otherwise transmit any Content that: infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violates any law, statute, ordinance or regulation; is defamatory, trade libelous, threatening, harassing, obscene, harmful, or pornographic; or contains any viruses or other software that is intended to damage or interfere with (or surreptitiously intercept or capture) any system, data or personal information. Because Customer and its Registered Users will be in control of the Content displayed online as a part of use of the Licensed Software or Analysis Service, Customer understands that by using the Licensed Software or Hosted Services that Registered Users may be exposed to Content that is improper, offensive or a violation law, and therefore under no circumstances will Digital Sandbox be liable to any person or entity for any alleged damages sustained by the distribution of the Content to any Registered User. Upon termination of this Agreement, Customer agrees that any Content posted to the Portal will not be returned to Customer and will be removed from the Portal. Should Customer or a Registered User submit technical support questions or comments to Digital Sandbox, then Customer agrees that Digital Sandbox may edit and post those questions or comments with the response, (without revealing personal information), on Digital Sandbox's Customer support Web site and that all such questions or comments shall remain Digital Sandbox's property. Customer further agrees that Customer will not use the Licensed Software or Hosted Services to send unsolicited mass email ("Spam") outside of Customer's company or organization and will abide by any anti-spam or mass email rules, regulations and laws pertaining thereto.

10. **Network Security.** Digital Sandbox will provide the following security provisions: (i) commercially available firewall solutions, (ii) SSL line encryption supporting 512-bit digital certificates with 128-bit data encryption for all browsers, (iii) a password protected application, (iv) a DMZ implementation, (v) network security provided by trained firewall support staff only, (vi) regular reviews of web server logs for unauthorized attempted access, and (vii) regular review of domain security logs.

11. **Hosting Administration.** Digital Sandbox will provide the following Hosting Support to ensure the maintenance and administration of the Licensed Software: (i) physical and logical organization and structure of the database, application, and system files, (ii) application and tracking of latest IIS and OS patches, (iii) configuration change and tracking, and (iv) monitoring of systems and servers.

12. **System Back-Up.** Digital Sandbox will provide the following back-up services to ensure data protection and recovery: (i) data backups using commercially available software, (ii) a full image of the servers taken weekly, (iii) incremental image of the servers taken 6 days per week, (iv) the most recent full image and up to one week of incremental images stored on site.

13. **Communications.** Communications between the parties will be carried out through each party's designated coordinators. All notices required in writing under this Agreement will be made to the appropriate contact in accordance with the notification provisions of the Agreement.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.
84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:	
Name of Contractor(s):	**Haystax Technology**
Street Address or P.O. Box:	**8251 Greensboro Dr #1111**
City, State, Zip Code:	**Mclean, VA 22102**

I certify that the above information is complete and correct to the best of my knowledge

Signature:	
Title of Authorized Official:	
Date:	

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."