

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 33	
2. CONTRACT (Proc. Inst. Ident.) NO. W15QKN-17-9-1028		3. EFFECTIVE DATE 26 Sep 2017		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. U17ASW011ANG01			
5. ISSUED BY US ARMY CONTRACT NG COMMAND PHIPPS ROAD PICAT NNY NJ 07806-5000		CODE W15QKN		6. ADMINISTERED BY (If other than Item 5) See Item 5			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) TRANSVOYANT, LLC 5845 RICHMOND HWY STE 600 ALEXANDRIA VA 22303-1868				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 1UHK0		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
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SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT \$500,000.00							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)				18 [] SEALED-BID AWARD (Contractor is not required to sign this document) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b) (6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY (b) (6) _____ (Signature of Contracting Officer)		26-Sep-2017	

[illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b)	Milestone 2 <div style="background-color: black; height: 1em; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1em; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1em; width: 90%;"></div> <div style="background-color: black; height: 1em; width: 60%;"></div>	<div style="background-color: black; width: 10px; height: 10px;"></div>	<div style="background-color: black; width: 10px; height: 10px;"></div>	<div style="background-color: black; width: 80px; height: 10px;"></div>	<div style="background-color: black; width: 70px; height: 10px;"></div>
				AMT	(b) (4) <div style="background-color: black; width: 100%; height: 40px;"></div>

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b) [REDACTED]	Milestone 3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	(b) [REDACTED]				
	(4) [REDACTED]				
	[REDACTED]				
	[REDACTED]				
NET AMT					(b) (4) [REDACTED]
	[REDACTED]				[REDACTED]
	[REDACTED]				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b) [REDACTED]	Milestone 4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	(b) [REDACTED]				
	(4) [REDACTED]				
	[REDACTED]				
	[REDACTED]				
NET AMT					(b) (4) [REDACTED]
	[REDACTED]				[REDACTED]
	[REDACTED]				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b) [REDACTED]	Milestone 5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	(b) [REDACTED]				
	(4) [REDACTED]				
	[REDACTED]				
NET AMT					(b) (4) [REDACTED]
	[REDACTED]				[REDACTED]
	[REDACTED]				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b) [REDACTED]	Milestone 6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	(b) [REDACTED]				
	(4) [REDACTED]				
	[REDACTED]				
NET AMT					(b) (4) [REDACTED]
	[REDACTED]				[REDACTED]
	[REDACTED]				

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 5773400307158FB74370015062228047F387700F87700F1AF2W7188GW01

AMOUNT: \$500,000.00

CIN 00000000000000000000000000000000: \$400,000.00

CIN U17ASW011ANG010001: \$100,000.00

Section H - Special Contract Requirements

TERMS AND CONDITIONS

AGREEMENT BETWEEN

UNITED STATES ARMY CONTRACTING COMMAND – NEW JERSEY
PICATINNY ARSENAL, NJ 07806-5000

AND

TransVoyant LLC
5845 Richmond Highway, Suite 600
Alexandria, VA 22303-1868

Agreement No.: W15QKN-17-9-1028
Total Amount of the Agreement: \$500,000
Authority: 10 U.S.C. § 2371b, Section 815 of the 2016 National Defense Authorization Act, P.L.
114-92

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ARTICLE I: SCOPE OF THE AGREEMENT**A. Background**

This Other Transaction Agreement (OTA) is awarded based upon the prototype project proposed by TransVoyant LLC, hereinafter referred to as “The Company” or “TransVoyant” in response to the Defense Innovation Unit – Experimental (DIUx) Commercial Solutions Offering (CSO). The principle purpose of this OTA will be to provide visibility into the vast amount of public, private, and open source data associated with, and that have the potential to impact, Department of Defense (DoD) supply chain pipelines.

B. Definitions

“Agreement” or “OTA” refers to the Other Transaction Agreement, as authorized under 10 U.S.C. 2371b, between the Government and TransVoyant LLC Agreement No. W15QKN-17-9-1028.

“Agreements Officer (AO)” is the United States Army Contracting Command – New Jersey Contracting Activity warranted Contracting Officer authorized to sign the final agreement for the Government.

“Agreements Officer’s Representative (AOR)” is the individual designated by the Government on a per project basis to monitor all technical aspects; the AOR shall only assist in agreement administration of the specific project to the extent expressly delegated such administration authority in writing in the Project Agreement by the responsible Agreements Officer.

“Contracting Activity” means an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. It also means elements or another agency designated by the director of a defense agency which has been delegated contracting authority through its agency charter.

“Date of Completion” is the date on which all work is completed or the date on which the period of performance ends.

“Development” means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of an existing or potential new technology, product or service (or of an improvement in an existing technology, product or service) for the purpose of meeting specific performance requirements or objectives. Development includes the research functions of design engineering, prototyping, and engineering testing.

“Effective Date” means the date when this Agreement is signed and executed by the Agreements Officer for the Government.

“Government” means the U.S. Government.

“Government Fiscal Year” means the period commencing on October 1 and ending September 30 of the following calendar year.

“Milestone” means a scheduled event signifying the completion of a major deliverable or a set of related deliverables as identified in the Statement of Work

“Other Transactions Agreement (OTA)” is the term commonly used to refer to the 10 USC 2371b authority to enter into transactions other than contracts, grants or cooperative agreements. The Department of Defense (DoD) currently has authority to make awards that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the armed forces. OTAs are acquisition instruments that generally, are not subject to the federal laws and regulations governing procurement (FAR based) contracts. As such, they are not required to comply with the Federal Acquisition Regulation (FAR), its supplements (i.e. DFARS) or laws that are limited in applicability to procurement contracts.

“Parties” means Government and the COMPANY by its authorized agent where collectively identified and “Party” where each entity is individually identified.

“Payable Milestone” means that once a milestone has been met (see definition of “milestone”), the Government can approve payment to the COMPANY of a predetermined dollar amount in relation to performance of a particular project under the Other Transaction Agreement.

“Program” means the overall effort to be funded by the Agreement, which is described in the Statement of Work appended to this Agreement as Attachment I.

“Signatory Authority” refers to the individual that has the authority to legally bind a party to an agreement.

C. Scope

STATEMENT OF WORK (SOW) for **Precise Predictive Logistics (P2L) Pilot**

1 BACKGROUND

The Department of Defense (DoD) lacks visibility into the vast amount of public, private, and open source data associated with and that has the potential to impact DoD supply chain pipelines. When the supply chain is disrupted, the DoD is often unaware these disruptions have occurred until hours, days, or even weeks afterward, and does not have the information, visibility, and analytics to effectively react to those disruptions.

Specifically, the government does not have the ability to make timely, informed, authoritative logistics decisions to keep pace with simultaneous, multi-theater operations, planning, and execution, creating risk-to-force and risk-to-mission. The government is currently supporting global operations using over 300 disparate legacy data systems, with manual workarounds across multiple data definitions, libraries, and hosting environments. The government requires a logistics common operating picture (LOG COP) that move structured and unstructured data and information seamlessly between unclassified and classified nodes in a secure cloud environment, using either DISA Defense Enterprise Computing Center (DECC) MIL cloud or similar commercial cloud solution provider (CSP). The government needs business intelligence / innovative solutions that leverages machine-to-machine information aggregation to support rapid decision making to effectively identify logistics constraints (supply chain and distribution) and resources required to support multiple theaters and organizations globally. To accomplish this, the government requires a solution that leverages advanced data analytics in managing resource scarcity by coordinating, synchronizing, and simultaneously supporting multiple commanders. The LOG COP will provide total asset visibility, predictive analysis, and comprehensive, timely (hours to seconds), and accurate information to anticipate demand, assess logistics feasibility, and support course of action development.

The government will be conducting a pilot test of a commercially-available solution to meet this requirement. This pilot will commence for a three (3) month period after the solution is deployed to four (4) geographically separated locations. This pilot may also expand to additional customer groups, locations, and/or time length to further test the military effectiveness of the LOG COP. This would include expanding the pilot to virtualize (net/web enabled) data from customer-identified data sources and unstructured open sources into the solution. Additionally, the LOG COP architecture may include cross domain data and insights to move data seamlessly between unclassified (NIPRNeT) and classified (SIPRNeT) in a secure cloud environment.

2 TECHNICAL REQUIREMENTS:

The following are minimum requirements that will be demonstrated:

I. Capabilities:

- a. Company solution shall be accessible to provide real-time awareness of combat support (i.e. airfields (geospatial)) / logistics resources to multiple locations and echelons simultaneously.
- b. Company shall provide role-based secure collaboration across the logistics enterprise between agencies, organizations, and teams.

- c. Company shall deliver enterprise readiness, current operations, and future operations capabilities.
 - 1. Enterprise Readiness – Provides situational (unit readiness, weapon system status) and battlespace (intelligence, political climates, adversary actions, weather) awareness in real-time and continuous.
 - 2. Current Operations – Provides visibility of missions (centralized repairs, supply chain, distribution networks) and operations (contingency and steady state) globally.
 - 3. Future Operations - Provides ability to plan for operations now or anytime in the future, allows planners to adapt to dynamic situations that arise during current operations and develop courses of actions (COAs).
- d. Company shall deliver the capability for the government users to visualize information (integrated and stored data) that enables the development of courses of action recommendations.
- e. Company shall perform necessary integration with DoD, supplier, carrier and open source data systems to meet the DoD requirement.
 - 1. Four (4) unclassified integrations to DoD data sources
 - 2. One (1) classified integrations to DoD data sources
- f. Company shall deliver an out-of-the-box unclassified version of Precise Predictive Logistics (P2L), complete with login credentials. Exhibit A details capabilities of the out-of-the-box unclassified version of P2L.

II. Environment:

- a. Company shall deliver a solution that is accessible on an unclassified network (ex. NIPRNet) using a CSP that meets Security Requirements Guide impact level 4 (IL-4). This solution will be virtual and accessible to identified users via Mozilla Firefox or Chrome web browsers from any terminal with open internet access.
- b. Company shall collaborate with the United States Air Force (USAF) to allow enablement of a solution to be available on classified (SIPRNet) networks using CSP IL-6 or using DISA Defense Enterprise Computing Center (DECC) MIL cloud.
- c. Company shall collaborate with government to allow enablement of a solution capable of delivering unclassified content to NIPRNet users.
- d. Company shall collaborate with the government to provide a solution capable of delivering integrated classified and unclassified content to SIPRNet users, and enable the government to pass data and insights from an unclassified solution to a classified solution.
- e. Company shall collaborate with the government to provide a solution that either:
 - Meets DoD Risk Management Framework (RMF) accreditation requirements and has an authority to operate (ATO) on DoD SIPRNet, or
 - Achieves an entry on the Air Force/Enterprise/Approved Products Listing (AF/EAPL) and is permitted to be installed and operate on DoD SIPRNet.

III. Support:

- a. Company shall provide user training, remote solution maintenance and remote user support for all four locations during evaluation period to support testing of the solution and solution releases. User training shall consist of one (1) 2-hour virtual session for out-of-the-box P2L, one (1) 2-hour virtual session for the unclassified prototype, and one (1) 2-hour virtual session for the classified prototype.
- b. Company shall provide a Company-standard user guide for the solution.
- c. Company shall support a bi-weekly project status web meeting to discuss action items and status throughout the Period of Performance (PoP). The government may cancel or postpone these calls based on operational needs. The periodicity of these meetings may be changed at the mutual agreement of the Agreements Officer Representative (AOR) and the company.

IV. Artifact Deliverables:

- a. Company shall provide a preliminary development and integration technical report NLT sixty (60) days after project kickoff for the unclassified prototype (through commercial CSP) and the classified prototype (SIPRNet, CSP or DISA Defense Enterprise Computing Center (DECC) MIL cloud). This report will detail any development, if any, on the company's solution in order to produce a commercially viable and deployable solution. The report will also detail what actions are necessary for

- the company and the government in order to integrate and deploy the solution for use by the government.
- b. Company shall deploy their solution and provide a deployment report NLT ninety (90) days after project kickoff for the unclassified prototype (through CSP IL-4). This report will detail the deployment status of the solution and detail the prototype testing plan.
 - c. Company shall deploy their platform and provide a deployment report NLT one-hundred-and-twenty (120) days after project kickoff for the classified prototype (SIPRNeT: CSP IL-6 or DISA Defense Enterprise Computing Center (DECC) MIL cloud). This report will detail the deployment status of the solution and detail the prototype testing plan.
 - d. Company shall provide a final report, due within thirty (30) days after the end of the test period. Report will detail mission fit and user feedback. Report will also include a summary of user activity broken down by location, ideal use cases, and samples of completed work.
 - e. Company shall provide test periods of ninety (90) days of access to company's unclassified solution and an additional ninety (90) days to the classified version.

3 DELIVERY SCHEDULE:

(b) (4)

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4

(b) (4)

[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]

(b) [REDACTED]

(b) [REDACTED]

(b) [REDACTED]

[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]

(b) [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
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(C)	[REDACTED]	[REDACTED]	[REDACTED]
(C)	[REDACTED]	[REDACTED]	[REDACTED]
(C)	[REDACTED]	[REDACTED]	[REDACTED]
(C)	[REDACTED]	[REDACTED]	[REDACTED]
(C)	[REDACTED]	[REDACTED]	[REDACTED]
(C)	[REDACTED]	[REDACTED]	[REDACTED]

(C) [REDACTED]
(b) [REDACTED]
(C) [REDACTED]
(C) [REDACTED]
(C) [REDACTED]
(C) [REDACTED]
(C) [REDACTED]

6 PLACE OF PERFORMANCE:

- HQ Pacific Air Forces, Hickam AFB, HI
- 635 Supply Chain Operations Wing, Scott AFB, IL (location 1)
- 635 Supply Chain Operations Wing, Langley AFB, VA (location 2)
- Air Force Sustainment Center, Tinker AFB, OK
- Additional locations TBD at the discretion of DIUx PM and mutual consent of the government and Company.
- Contractor Facility

7 SECURITY:

In order to perform the work, this effort will require the company to have access to government facilities up to the secret level. Access to military installations and facilities may require a government escort. The government will provide a DD254 to detail the type and level of access required for the company to perform the aforementioned work. The Company shall provide cleared personnel to perform work that a security clearance or access to secured facilities.

No classified work shall be performed prior to a signed DD 254 being incorporated into this agreement through formal modification.

8 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS (GFE/GFM):

The government will provide the company access to and assist in integration with, the following data sources:

- Logistics Information Mission Support-Enterprise View (LIMS-EV)
- Deliberate Crisis Action Planning/Execution Segment (DCAPES/Logistics Feasibility Analysis Capability (LOGFAC) (NIPRNeT/SIPRNeT)

3. IDE 7/ GTN Convergence
4. Geospatial Information System

The government shall work with the Company to provide a data mapping of government data sources to required data fields in the P2L application.

The government shall provide the ability for P2L subscription and unclassified prototype users to access the website URL provided to the government by the Company (via NIPRNeT).

The government shall provide access to a Defense Intelligence Agency (DIA) approved cross domain capability to enable the passing of unclassified insights from NIPRNeT to SIPRNeT for consumption into the classified prototype instance.

9 SYSTEM ACCESS:

Access to unclassified (NIPRNeT) government systems and government facilities requires issuance of a Common Access Card (CAC).

10 APPLICABLE DOCUMENTS:

- 1) DoD Instruction (DoDI) 8510.01 Risk Management Framework (RMF) for DoD Information Technology (IT) DoD
- 2) Department of Defense Information Network Approved Products List (DODIN APL)

Exhibit A:

The following capabilities are included with the Out-of-the-box P2L Subscription:

- a. A solution that presents a broad and immediate awareness of actual or predicted perturbations in the supply chain to enable the government to contain, mitigate, and repair the consequences.
- b. A configurable solution (user-defined operating picture (UDOP)) which integrates, analyzes, and visualizes information from multiple disparate data sources, both privately and publicly.
- c. A solution that presents on-demand interaction of information using web-based solutions in ways that is immediately understandable and actionable by operational users.
- d. An unclassified web-based solution (to be used by laptop or tablet browsers).

ARTICLE II: TERM

A. The Term of this Agreement

(b) (4)

B. Early Termination of Agreement Provision

1. Subject to a reasonable determination that the program, or a project funded under the program, will not produce beneficial results commensurate with the expenditure of resources, the Government may terminate performance of work under this OTA, in whole or in part, if the AO determines that a termination is in the Government's interest. The AO shall terminate by delivering to the COMPANY a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by the AO, the COMPANY shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:

- (1) Stop work and direct its subcontractors/vendors/suppliers/partners to stop work as specified in the notice.
- (2) Place no further orders for materials, services, or facilities, except as necessary to complete the continued portion of the OTA.
- (3) Terminate all orders to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the AO, all right, title, and interest of the COMPANY under the orders terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the AO, settle all outstanding liabilities and termination settlement proposals arising from the termination of orders; the approval or ratification will be final for purposes of this clause.

(6) As directed by the AO, transfer title to the following, where applicable, and deliver to the Government -

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the order had been completed, would have been required to be furnished to the Government.

(7) Complete performance of any work not terminated, if applicable.

(8) Take any action that may be necessary, or that the AO may direct, for the protection and preservation of the property related to this project that is in the possession of the COMPANY and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the AO, any property of the types referred to under Article II.B. Termination Provisions, (6)(i) and (ii).

The proceeds of any transfer or disposition of project property will be applied to reduce any payments to be made by the Government under this Agreement, including credited to the price or cost of the work, or paid in any other manner directed by the AO.

In the event of a termination of this Agreement, the Government shall have patent rights as described in Article IX, Patent Rights, and rights in Data as described in Article VIII, Data Rights. Failure of the Parties to agree to an equitable adjustment shall be resolved pursuant to Article V, Disputes.

Nothing in this section shall be construed as a limitation of the rights of either party in the event of a breach of contract or default by the other party.

C. Stop Work Clause

As directed by the AO, the COMPANY shall stop all, or any part, of the work called for under this Agreement for a period of 90 days after the written order is delivered, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this Article. Upon receipt of the order, the COMPANY shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered, or within any extension of that period to which the parties shall have agreed, the AO shall either:

- (a) Cancel the stop-work order; or
- (b) Terminate the work covered this Agreement.

If a stop work order issued under this clause is canceled, the COMPANY shall resume work. The Government shall make an equitable adjustment in the delivery schedule or negotiated price, or both, and the Government's share of this Agreement shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the cost properly allocable to, the performance of any part of this Agreement; and

(2) The COMPANY asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Government decides the facts justify the action, the Government may receive and act upon a proposal submitted at any time before final payment under this Agreement.

ARTICLE III: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the ACC-NJ Contracting Activity may be made only by the ACC-NJ Contracting Activity Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

(b) (6) [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Each party may change its representatives named in this Article by written notification to the other party.

Cognizant Defense Contract Management Agency Office:

DCMA MANASSAS
14501 GEORGE CARTER WAY
2ND FLOOR
CHANTILLY, VA 20151

Cognizant Defense Finance and Accounting Service Office:

DFAS - COLUMBUS CENTER -- HQ0338
SOUTH ENTITLEMENT OPERATIONS
P O BOX 182317
COLUMBUS, OH 43218-2317
Phone: 800-756-4571

ARTICLE IV: OBLIGATION AND PAYMENT

A. Obligation: Except as specified in Article V: Disputes, the Government's liability to make payments to the COMPANY is limited only to those funds obligated under this Agreement or by modification to the Agreement. The ACC-NJ Contracting Activity may incrementally fund this Agreement. If modification becomes necessary in performance of this Agreement, pursuant to Article IV of this Agreement, the AO and the COMPANY shall establish and execute a mutually agreed to revised Schedule of Payable Milestones consistent with the current Project Plan.

B. Project Payments: Project Payments shall be in accordance with the Milestone Payment Schedule in Article I(C).

C. Intentionally left blank.

D. Intentionally left blank.

E. Payable Milestones: The COMPANY shall submit invoices for processing according to the milestone payment schedule via the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) application of the Wide Area Work Flow (WAWF) system, according to the guidelines set forth below. Payments will be made by Defense Finance and Accounting Service, DFAS - COLUMBUS CENTER - HQ0338 SOUTH ENTITLEMENT OPERATIONS.

1. The WAWF system is the method to electronically process vendor payment requests and receiving reports. To access WAWF, the COMPANY shall have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site. The COMPANY shall follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

2. The COMPANY shall submit a Combo request through WAWF utilizing the following Routing Data to fill in the applicable fields in WAWF when creating payment requests in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	W15QKN
Admin DoDAAC	W15QKN
Inspect By DoDAAC	W15BW9
Accept at Other DoDAAC	W15BW9
Ship To (If Required)	W15BW9

3. All payment requests shall include an invoice (contractor's format is acceptable) to include at a minimum, invoice number, milestone payment number and contract number. Note, all invoices shall be for exact payment amount as referenced in Section B of the Agreement. Partial milestones shall not be submitted.

4. The COMPANY shall include the following WAWF email notifications when submitting invoices to assure payment approval:

(b) (6) [REDACTED]
[REDACTED]
[REDACTED]

5. For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

F. Electronic Fund Transfer: COMPANY must be enrolled in EFT by contacting the paying office designated in the Agreement and requesting Form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the COMPANY and the COMPANY's financial institution, and returned to the paying office. The paying office will complete the process and notify the COMPANY that EFT enrollment is complete. All payments under this agreement will be held until the COMPANY provides the required EFT enrollment information.. The CAGE Code and DUNS number for the COMPANY are as follows: CAGE Code: 1UHK0; DUNS number: 021104794. Registration in the System Award for Management (SAM) is mandatory.

G. Limitation of Funds: Except as set forth in Article V, the Government's financial liability will not exceed the amount obligated under this Agreement and available for payment.

H. Intentionally Left Blank.

ARTICLE V: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

Any disagreement, claim or dispute between the ACC-NJ and the COMPANY concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under this article constitute the basis for relief under this article unless the Chief of the Contracting Office, ACC-NJ in the interest of justice waives this requirement.

Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party through the cognizant AO in writing documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought, and documenting the rationale as to why the clarification/remedy is appropriate. Within ten (10) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by the Chief of the Contracting Office, ACC-NJ. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The Chief of the Contracting Office, ACC-NJ, will conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such position. Any such decision is final and binding, unless a Party shall, within thirty (30) calendar days request further review as provided by this article.

If requested within thirty (30) calendar days of the decision by the Chief of the Contracting Office, ACC-NJ, further review will be conducted by the President of the COMPANY Board and the ACC-NJ Director of Contracting. In the event of a decision, or in absence of a decision within sixty (60) calendar days of referral to the President of the COMPANY Board and the ACC-NJ Director of Contracting (or such other period as agreed to by the parties), either party may pursue any right or remedy provided by law. Alternatively, the parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve this dispute.

C. Limitation of Liability and Damages

In no event shall the liability of the COMPANY exceed the funding received for their performance of this Agreement.

No Party shall be liable to any other Party for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party) or otherwise, except to the extent such damages are caused by a Party's willful misconduct; Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

ARTICLE VI: CONFIDENTIAL INFORMATION

A. Definitions

"Disclosing Party" means COMPANY, or their subcontractors or suppliers, or the Government who discloses Confidential Information as contemplated by the subsequent Paragraphs.

"Receiving Party" means COMPANY, or their subcontractors or suppliers, or the Government who receives Confidential Information disclosed by a Disclosing Party.

"Confidential Information" means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. "Confidential Information" includes any information and materials considered a Trade Secret by the COMPANY on its own behalf or on behalf of their subcontractors or suppliers.

"Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

- (a) The owner thereof has taken reasonable measures to keep such information secret; and
- (b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

B. Exchange of Information: The Government may from time to time disclose Government Confidential Information to the COMPANY and its subcontractors or suppliers, in connection with a particular project, and the COMPANY and its subcontractors or suppliers, may from time to time disclose information that is Trade Secret or Confidential Information to the Government in connection with the OTA or performance thereunder. Neither the Government nor COMPANY or their subcontractors or suppliers shall be obligated to transfer Confidential Information or Trade Secrets independently developed by the Government or the COMPANY or their subcontractors or suppliers, absent an express written agreement between the Parties providing the terms and conditions for such disclosure.

C. Confidentiality and Authorized Disclosure: The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (no one shall disclose unless they have the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential

Information and Trade Secrets shall not be disclosed, divulged, or otherwise communicated by it to third parties or used by it for any purposes other than in connection with specified project efforts and the licenses granted in Article IX, Patent Rights, and Article VIII, Data Rights, provided that the duty to protect such "Confidential Information" and "Trade Secrets" shall not extend to materials or information that:

- (a) Are received or become available without restriction to the Receiving Party under a proper, separate agreement,
- (b) Are not identified with a suitable notice or legend per Article entitled "Confidential Information" herein,
- (c) Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
- (d) Are or later become part of the public domain through no fault of the Receiving Party,
- (e) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
- (f) Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records,
- (g) Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

D. Return of Proprietary Information: Upon the request of COMPANY, the Government shall promptly return all copies and other tangible manifestations of the Confidential Information or Trade Secrets disclosed. Upon request by the Government, COMPANY shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed by the Government. As used in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

E. Term: Except to the extent covered by and subject to other provisions of this Agreement or the specific Project Agreement, the obligations of the Receiving Party under this Article shall continue for a period of five (5) years after the expiration or termination of this Agreement.

The Government and the COMPANY shall flow down the requirements of this Article VI to their respective personnel, agents, partners, and team members receiving such Confidential Information or Trade Secrets under this OTA.

ARTICLE VII: PUBLICATION AND ACADEMIC RIGHTS

A. Use of Information: Subject to the provisions of Article VI, Confidential Information, and Article VII, Publication and Academic Rights at paragraph 9.2, the COMPANY and the Government shall have the right to publish or otherwise disclose information and/or data developed by the Government and/or the respective COMPANY under this Agreement. The COMPANY and the Government (and its employees) shall include an appropriate acknowledgement of the sponsorship of the Research Projects by the Government and the COMPANY in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph 9.1, alone, to disclose any Confidential Information or Trade Secrets of the Government or the COMPANY.

B. Classified Research Projects: If a release of Confidential Information or Trade Secrets is for a classified Research Project, the provisions of the DoD Security Agreement (DD Form 441), Certificate Pertaining to Foreign Interests

(SF 328), and the DoD Contract Security Classification Specification (DD Form 254) apply. The Government will be responsible for the completion of the DD Form 254. The COMPANY member must complete the DD Form 441 and SF 328 and provide them to the Government through for review by the proper Government representatives, the Industrial Security Representative at the cognizant Defense Security Service (DSS) office for DD Form 441 and SF 328 and the VRA's local Security office for the DD Form 254.

C. Review or Approval of Technical Information for Public Release.

- (a) At least 30 days prior to the scheduled release date, COMPANY shall submit to the AO two copies of the information to be released along with Clearance of Technical Information for Public Release Form INME-PIC-IM Form 3002, 1 MAR 2011, who will route the information to the AOR and other appropriate parties for review and approval.

The AOR is hereby designated as the approval authority for the AO for such releases.

- (b) Where the COMPANY has Academic Research Institutions performing fundamental research on campus, the COMPANY shall require the same to provide papers and publications for provision to the AOR, through the AO, for review and comment 30 days prior to formal paper/publication submission. However, if that Academic Research Institution incorporates into its research results or publications artifacts produced by and provided to these institutions by the COMPANY on behalf of other non-educational institutions or has authors listed on the paper who are not employees or students of the Academic Research Institution then the procedures in PARAGRAPH (a) ABOVE must be followed.

- (c) Parties to this Agreement are responsible for assuring that an acknowledgment of government support will appear in any publication of any material based on or developed under this OTA, using the following acknowledgement terms:

“Effort sponsored by the U.S. Government under Other Transaction number W15QKN-17-9-1028 between the TransVoyant LLC and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”

- (d) Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

“The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government.”

The COMPANY shall flow down these requirements to its partners and team members, at all tiers.

D. Filing of Patent Applications. During the course of any such thirty (30) calendar day period, the COMPANY and/or the Government shall provide notice to the AO as to whether it desires that a patent application be filed on any invention disclosed in such materials. In the event that a COMPANY and/or the Government desires that such a patent be filed, the COMPANY or the Government proposing to publish or disclose such materials agrees to withhold publication and disclosure of such materials until the occurrence of the first of the following:

- (a) Filing of a patent application covering such invention, or
- (b) Written agreement, from the AO and the COMPANY that no patentable invention is disclosed in such materials.
- (c) Further, during the course of any such thirty (30) calendar day period, the COMPANY shall notify the AO and the Government if it believes any of its Confidential Information or Trade Secrets have been included in the proposed publication or disclosure and shall identify the specific Confidential Information

or Trade Secrets that need to be removed from such proposed publication. The Government and the COMPANY agree to remove from the proposed publication or disclosure all such Confidential Information or Trade Secrets so identified by the COMPANY.

ARTICLE VIII: DATA RIGHTS

A. Definitions

“Commercial Computer Software” as used in the Article is defined in DFARS 252-227-7014(a)(1) (Jun 1995).

“Commercial Computer Software License” means the license terms under which Commercial Computer Software is sold or offered for sale, lease or license to the general public.

“Computer Data Base” as used in this Agreement, means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

“Computer program” as used in this Agreement means a set of instructions, rules, or routines in a form that is capable of causing a computer to perform a specific operation or series of operations.

“Computer software” as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” as used in this Article of this Agreement, means computer software, computer software documentation, form, fit and function data, and technical data as defined in this Article.

“Form, fit and function data” means technical data that describes the required overall physical, functional and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

“Government purpose rights” means the rights to use, modify, duplicate or disclose the “Data” licensed with such rights under this Agreement within the Government for United States Government purposes only; and to release or disclose data outside the Government to any authorized persons pursuant to an executed non-disclosure agreement for such persons’ use, modification, or reproduction for United States Government purposes only. United States Government purposes include Foreign Military Sales purposes and competitive re-procurement.

“Limited rights” as used in this Article is as defined in DFARS 252.227-7013(a)(14).

“Restricted rights” as used in this Article is as defined in DFARS 252.227-7014(a)(15).

“Specially Negotiated License Rights” are those rights to Data that have been specifically negotiated between the Government and the COMPANY.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

“Unlimited rights” means the rights to use, modify, duplicate, release, or disclose Data, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

B. Data Categories:

1. Category A is Data developed and paid for totally by non-governmental funds, whether pre-existing or concurrently developed proprietary data, trade secret data, or data related to COMPANY products. The COMPANY retains all rights to Category A Data.
2. Category B is any Data developed under this Agreement, using Government funds, which cannot be disclosed without compromising the Category A data.
3. Category C is any COMPANY developed Data, excluding Category A and B data, developed during the performance of work under this Agreement.
4. Category D is third party proprietary data used in performance of work under this Agreement, including but not limited to, technical data, software, trade secrets and mask works.

Any Data developed outside of this Agreement with Government funding in whole or in part under a Government agreement, contract or subcontract shall have the rights negotiated under such prior agreement, contract or subcontract; the Government shall get no additional rights in such Data under this Agreement.

C. Allocation of Principal Rights

1. The parties agree that in consideration for the Government's funding, and in lieu of any Government rights to Category A, B or D data (except as contained in paragraph 4 below), the COMPANY intends to reduce to practical application materials and processes developed under this Agreement.
2. No deliveries to the Government of Category A and B data are contemplated or required under this Agreement. The Government reserves the right to negotiate certain rights in Category A and B data with the owner of the data.
3. The Government shall have immediate and irrevocable Government Purpose Rights to all Category C Data.
4. The COMPANY shall deliver third-party computer software, Category D data, as required for the performance or operation of other computer software required to be delivered in the performance of this Agreement, with such rights as it is able to negotiate with the software vendor.
5. Data that will be delivered, furnished, or otherwise provided to the Government under this Agreement, in which the Government has previously obtained rights, shall be delivered, furnished, or provided with the pre-existing rights, unless (a) the parties have agreed otherwise, or (b) any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

D. Identification of Principal Rights.

(b) (4)



(b) (4)



E. Marking of Data: Any Data delivered under this Agreement shall be marked with the following legend: “This data is being delivered as Category (insert category) Data, as defined in Agreement W15QKN-17-9-1028. Use, duplication, or disclosure is subject to the restrictions as stated in Agreement W15QKN-17-9-1028 between the COMPANY and the Government.”

In the event that the COMPANY learns of a release to the Government of its unmarked Data that should have contained a restricted legend, the COMPANY will have the opportunity to cure such omission going forward by providing written notice to the AO within six (6) months of the erroneous release.

F. Prior Technology

1. In the event it is necessary for the COMPANY to furnish the Government with Data which existed prior to, or was produced outside of this Agreement, and such Data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such Data is so identified with a suitable notice or legend, the Data will be maintained in confidence and disclosed and used by the Government and such Government Contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government’s responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of nondisclosure agreements by such Government Contractors or contract employees. The COMPANY shall not be obligated to provide Data that existed prior to, or was developed outside of this Agreement to the Government. Upon completion of activities under this Agreement, such Data will be disposed of as requested by the COMPANY.

2. Oral and Visual Information: If information which the COMPANY considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is expressly disclosed orally or visually directly to the Government, the exchange of such information must be memorialized in tangible, recorded form and marked with a suitable notice or legend, and furnished to the Government within thirty (30) calendar days after such oral or visual disclosure, or the Government shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information. If the Government reasonably determines that the memorialization of the exchange is insufficiently detailed to enable it to identify the privileged or confidential information, COMPANY shall provide addition detail at the Government’s request, subject to restrictions on use and disclosure.

3. Disclaimer of Liability: Notwithstanding the above, the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:

(a) Data not identified with a suitable notice or legend as set forth in this Article; nor

(b) Information contained in any Data for which disclosure and use is restricted, if such information is or becomes generally known without breach of the above, is properly known to the Government or is generated by the Government independent of carrying out responsibilities under this Agreement, is rightfully received from a third party without restriction, or is included in Data which the COMPANY has furnished, or is required to furnish to the Government without restriction on disclosure and use.

Notwithstanding F.3.(a) of this Article above, if the COMPANY cures the omission of the suitable notice or legend, the restrictions, and related liability for disclosure and use of such information shall apply after cure unless it is then unrestricted under F.3(b) of this Article above.

G. Copyright

The COMPANY reserves the right to protect by copyright works developed under this Agreement. All such copyrights will be in the name of the COMPANY or the author, as determined by COMPANY policies. The COMPANY hereby grants to the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed (excluding Data) under this Agreement to which it owns the copyright, and to authorize others to do so.

H. Lower Tier Agreements

The COMPANY shall include this Article, suitably modified to identify the parties, in all, subcontracts or lower tier agreements, regardless of tier, or experimental, developmental, or research work.

I. Survival Rights

Provisions of this Article shall survive termination of this Agreement.

ARTICLE IX: PATENT RIGHTS

A. Definitions

“Invention” means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

“Made” when used in relation to any invention means the conception or first actual reduction to practice of such invention.

“Practical application” means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and in each case, under such conditions as to establish that the invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

“Subject invention” means any invention of the COMPANY conceived or first actually reduced to practice in the performance of work under this Agreement.

"Background Invention" means any invention made by the COMPANY, or their subcontractors of any tier, prior to performance of the Agreement or outside the scope of work performed under this Agreement.

B. Allocation of Principal Rights

The COMPANY shall retain the entire right, title, and interest throughout the world to each subject invention consistent with the provisions of this Article, and 35 U.S.C § 202. With respect to any subject invention in which the COMPANY retains title, the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license

to practice or have practiced on behalf of the United States the subject invention throughout the world. The COMPANY may elect to provide full or partial rights that it has retained to other parties.

C. Invention Disclosure, Election of Title, and Filing of Patent Application

1. The COMPANY shall disclose each subject invention to the Government within four (4) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to the Government shall be in the form of a written report and shall identify the Agreement under which the invention was made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure.
2. If the COMPANY determines that it does not intend to retain title to any such invention, the COMPANY shall notify the AO, in writing, within nine (9) months of disclosure to the ACC-NJ Contracting Activity. However, in any case where public disclosure by the inventor has initiated the one (1) year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice shall be in no event less than 60 days prior to the one (1) year statutory bar date.
3. The COMPANY shall file its initial patent application on a subject invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to a publication, or sale, or public use. The COMPANY may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten (10) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.
4. After considering the position of the COMPANY, a request for extension of the time for disclosure election, and filing under this Article IX, paragraph C, may be approved by ACC-NJ Contracting Activity, which ACC-NJ approval shall not be unreasonably withheld.

D: Conditions When the Government May Obtain Title

Upon the Government's written request, the COMPANY shall convey title to any Subject Invention to the Government under any of the following conditions:

1. If the COMPANY fails to disclose (and does not correct such failure within thirty (30) days after notice of such failure from the Government) or elects not to retain title to the Subject Invention within the times specified in Article IX, paragraph C.; provided, that the Government may only request title within sixty (60) calendar days after learning of the failure of the COMPANY to disclose or elect within the specified times.
2. In those countries in which the COMPANY fails to file patent applications within the times specified in Article IX, paragraph C; provided, that if the COMPANY has filed a patent application in a country after the times specified in Article IX, paragraph C, but prior to its receipt of the written request by the Government, the COMPANY shall continue to retain title in that country; or
3. In any country in which the COMPANY decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a Subject Invention.

E: Minimum Rights to the COMPANY and Protection of the COMPANY's Right to File:

1. The COMPANY shall retain a nonexclusive, royalty-free license throughout the world in each Subject Invention to which the Government obtains title. The COMPANY license extends to the domestic (including Canada) subsidiaries and affiliates, if any, within the corporate structure of which the COMPANY is a party and includes the right to grant licenses of the same scope to the extent that the COMPANY was legally obligated to do so at the time

the Agreement was awarded. The license is transferable only with the approval of the Government, except when transferred to the successor of that part of the business to which the invention pertains. The Government approval for license transfer shall not be unreasonably withheld.

2. The COMPANY domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 401. This license shall not be revoked in that field of use or the geographical areas in which the COMPANY has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Government to the extent the COMPANY, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the Government shall furnish the COMPANY a written notice of its intention to revoke or modify the license, and the COMPANY shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

F. Action to Protect the Governments Interest:

1. The COMPANY agrees to execute or to have executed and promptly deliver to the Government all instruments necessary to: 1. establish or confirm the rights the Government has throughout the world in those Subject Inventions to which the COMPANY elects to retain title; and 2. convey title to the Government when requested under this Article and to enable the Government to obtain patent protection throughout the world in that Subject Invention.

2. The COMPANY agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified, as responsible for the administration of patent matters, and in a format suggested by the COMPANY, each Subject Invention made under this Agreement in order that the COMPANY can comply with the disclosure provisions under this Article. The COMPANY shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U. S. or foreign statutory bars.

3. The COMPANY shall notify the Government of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

4. The COMPANY shall include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement: "This invention was made with Government support under Agreement No. W15QKN-17-9-1028 awarded by USACC-NJ. The Government has certain rights in the invention."

G. Lower Tier Agreements: The COMPANY shall include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

H. Reporting on Utilization of Subject Inventions: The COMPANY agrees to submit, during the term of the Agreement, an annual report on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the COMPANY or licensees or assignees of the inventor. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the COMPANY, and such other data and information as the agency may reasonably specify. The COMPANY also agrees to provide additional reports as may be requested by the Government in connection with any march-in proceedings undertaken by the Government in accordance with paragraph G of this Article. Consistent with 35 U.S.C. 206, the Government agrees it shall not disclose such information to persons outside the Government without permission of the COMPANY.

I. Preference for American Industry: Notwithstanding any other provision of this Article, the COMPANY agrees that it shall not grant to any person the exclusive right to use or sell any Subject Invention in the United States or Canada unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention shall be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by the COMPANY that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

ARTICLE X: FOREIGN ACCESS TO TECHNOLOGY AND EXPORT CONTROL

1. Foreign Access to Technology

This Article X shall remain in effect during the term of this Agreement.

A. Definition

a) "Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

b) "Know-How" means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

c) "Technology" means discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this Agreement.

B. General: The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR Part 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR Part 770 et seq.)

C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

a) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C(b), C(c), and C(d) below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

- (i) sales of products or components, or
- (ii) licenses of software or documentation related to sales of products or components, or
- (iii) transfer to foreign subsidiaries of the COMPANY member entities for purposes related to this Agreement, or
- (iv) transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.
- (v) releases pursuant to Article VII hereof ("Publication and Academic Rights")

b) The COMPANY shall provide timely notice to the Government of any proposed transfers of Technology developed under this Agreement to Foreign Firms or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the COMPANY and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the COMPANY.

c) In any event, the COMPANY shall provide written notice to the Government AO's Representative and AO of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the COMPANY's written notification, the Government AO shall advise the COMPANY whether it consents to the proposed transfer. In cases where the Government does not concur or if within sixty (60) calendar days after its receipt the Government has provided no decision, the COMPANY may utilize the procedures under Article V, Disputes. No transfer shall take place until a decision is rendered.

d) In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the government takes place, the COMPANY shall (a) refund to the Government those funds paid under this OTA for the development of the Technology and (b) provide to the Government a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the COMPANY shall obtain and provide written confirmation of such licenses.

D) Lower Tier Agreements

The COMPANY shall include this Article, suitably modified, to identify the Parties, in all Project Agreements or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

2. Export Control

A. Export Compliance.

Each Party agrees to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120 et seq. ; and the Export Administration Act, 50 U.S.C. app. § 2401-2420. Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Agreement. Accordingly, the COMPANY shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations.

B. Flowdown.

The COMPANY shall include this Article, suitably modified, to identify all Parties, in all lower tier agreements. This Article shall, in turn, be included in all sub-tier subcontracts or other forms of lower tier agreements, regardless of tier.

ARTICLE XI: OPSEC

- (a) Access and General Protection/Security Policy and Procedures. All contractor employees, including subcontractor employees, shall comply with all installation and facility access and local security policies and procedures (provided by Government representative), and security/emergency management exercises. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce shall comply with all personal identity verification and accountability requirements as directed by DoD, HQDA, and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. During FPCONs Charlie and Delta, services/installation access may be discontinued/postponed due to higher threat. Services will resume when FPCON level and/or threat is reduced to an acceptable level as determined by the Installation Commander. Contractor person working on an installation shall participate in the installation Random Antiterrorism Measures Program as directed. Contractor shall be subject to and comply with vehicle searches, wearing of ID badges, etc.
- (b) iWatch (See Something, Say Something) Training: All contractor employees, including subcontractor employees, shall receive training and participate in the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the AOR. This training shall be completed within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, and then annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the AOR within 14 calendar days after completion of training by all employees and subcontractor personnel.
- (c) Access to DoD Facility or Installation: All contractor employees, including subcontractor employees, shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13); applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by the AOR).
- (d) Information Management Army Information Technology/IA: The contractor shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using the applicable standards of For Official Use Only (FOUO) information. All Controlled Unclassified

Information (documents designated as FOR OFFICIAL USE ONLY and/or LIMITED DISTRIBUTION) shall be submitted by a controlled means using UPS mail, Safe Access File Exchange (SAFE) website and/or DoD Army approved encryption software as per AR 25-1.

- (e) For Official Use Only Information (FOUO) and Controlled Unclassified Information (CUI): Contract personnel shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using applicable standards of FOUO and CUI.
- (f) OPSEC Training: In accordance with AR 530-1 (or DoDM 5205.02-M), new contractor employees, including subcontractor employees, shall complete initial OPSEC training within 30 calendar days of award and must also complete annual OPSEC awareness as provided by the appropriately designated OPSEC level II trained OPSEC Officer/Coordinator. The contractor shall arrange training through the AOR.
- (g) Public Release of Information: In accordance with AR 530-1 (or DoDM 5205.02-M), an OPSEC review will be performed by the Government prior to all public release of information. All Government information intended for public release by a contractor shall undergo a Government OPSEC review prior to release. The OPSEC review will be performed as part of the Public Review Process described in Article VII.

ARTICLE XII: TITLE AND DISPOSITION OF PROPERTY

A. Definitions

In this Article, "property" means any tangible personal property other than property actually consumed during the execution of work under this Agreement.

B. Title to Property

No significant items of property are expected to be acquired under this Agreement by the COMPANY. Title to any item of property valued \$10,000 or less that is acquired by the COMPANY in performance of the Prototype Project covered by this Agreement shall remain with the COMPANY with no further obligation of the Parties unless otherwise determined by the AO. Should any item of property with an acquisition value greater than \$10,000 be required, the COMPANY shall obtain prior written approval of the AO. Title to this property shall also remain with the COMPANY. The COMPANY shall be responsible for the maintenance, repair, protection, and preservation of all such property at its own expense. Property acquired pursuant to this clause shall not be considered as in exchange for services in performance of the project, but shall be considered a Government contribution to the project.

ARTICLE XIII: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the COMPANY and the ACC-NJ Agreements Officer designated in this Agreement. By executing this agreement, the COMPANY affirms that it is a non-traditional defense contractor and, as a result, is eligible to be awarded this Agreement.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO P00001		3 EFFECTIVE DATE 20-Nov-2017		4 REQUISITION/PURCHASE REQ NO U17ASW011ANG01		5 PROJECT NO (If applicable)	
6 ISSUED BY US ARMY CONTRACTING COMMAND PH PPS ROAD PICATINNY NJ 07806-5000		CODE W15QKN		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TRANSVOYANT, LLC 5845 RICHMOND HWY STE 600 ALEXANDRIA VA 22303-1868				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W15QKN-17-9-1028			
				X 10B. DATED (SEE ITEM 13) 26-Sep-2017			
CODE 1UHK0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Supplemental Agreement IAW OTA Article IV.							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to incorporate the final DD 254 into Section J of this agreement. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				(b) (6)			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)						BY (b) (6)	
						(Signature of Contracting Officer)	
						16C. DATE SIGNED 20-Nov-2017	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:

LIST OF ATTACHMENTS

Attachment 0001: DD254, approved 12-October 2017.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 28</div>	
2 AMENDMENT/MODIFICATION NO P00002		3 EFFECTIVE DATE 06-Apr-2018		4 REQUISITION/PURCHASE REQ NO U17ASW011ANG01		5 PROJECT NO (If applicable)	
6 ISSUED BY US ARMY CONTRACTING COMMAND PH PPS ROAD PICATINNY NJ 07806-5000		CODE W15QKN		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TRANSVOYANT, LLC 5845 RICHMOND HWY STE 600 ALEXANDRIA VA 22303-1868				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W15QKN-17-9-1028			
				X 10B. DATED (SEE ITEM 13) 26-Sep-2017			
CODE 1UHK0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Administrative Modification IAW OTA Article IV.							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) The purpose of this modification is to update the Wide Area Work Flow Payment Instructions Article. As a result of this modification, the following changes take effect: 1. Acceptance and Inspection DoDAACs changed to HQ0833. 2. Additional notification email address changed to OTAINVOICES@diux.mil. 3. Invoice type changed: a. FROM "Invoice and Receiving Report (COMBO)" b. TO "Invoice 2-N-1" There is no cost impact associated with this modification. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				(b) (6)			
				(b) (6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (b) (6)		06-Apr-2018	
				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The number of award copies required has decreased by 1 from 1 to 0.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

TERMS AND CONDITIONS

AGREEMENT BETWEEN

UNITED STATES ARMY CONTRACTING COMMAND – NEW JERSEY
PICATINNY ARSENAL, NJ 07806-5000

AND

TransVoyant LLC
5845 Richmond Highway, Suite 600
Alexandria, VA 22303-1868

Agreement No.: W15QKN-17-9-1028

Total Amount of the Agreement: \$500,000

Authority: 10 U.S.C. § 2371b, Section 815 of the 2016 National Defense Authorization Act, P.L
114-92

TABLE OF CONTENTS**ARTICLES**

ARTICLE I	Scope of the Agreement
ARTICLE II	Term
ARTICLE III	Agreement Administration
ARTICLE IV	Obligation and Payment
ARTICLE V	Disputes
ARTICLE VI	Confidential Information
ARTICLE VII	Publication and Academic Rights
ARTICLE VIII	Data Rights
ARTICLE IX	Patent Rights
ARTICLE X	Foreign Access to Technology and Export Control
ARTICLE XI	OPSEC
ARTICLE XII	Title and Disposition of Property
ARTICLE XIII	Execution

ARTICLE I: SCOPE OF THE AGREEMENT

A. Background

This Other Transaction Agreement (OTA) is awarded based upon the prototype project proposed by TransVoyant LLC, hereinafter referred to as “The Company” or “TransVoyant” in response to the Defense Innovation Unit – Experimental (DIUx) Commercial Solutions Offering (CSO). The principle purpose of this OTA will be to provide visibility into the vast amount of public, private, and open source data associated with, and that have the potential to impact, Department of Defense (DoD) supply chain pipelines.

B. Definitions

“Agreement” or “OTA” refers to the Other Transaction Agreement, as authorized under 10 U.S.C. 2371b, between the Government and TransVoyant LLC Agreement No. W15QKN-17-9-1028.

“Agreements Officer (AO)” is the United States Army Contracting Command – New Jersey Contracting Activity warranted Contracting Officer authorized to sign the final agreement for the Government.

“Agreements Officer’s Representative (AOR)” is the individual designated by the Government on a per project basis to monitor all technical aspects; the AOR shall only assist in agreement administration of the specific project to the extent expressly delegated such administration authority in writing in the Project Agreement by the responsible Agreements Officer.

“Contracting Activity” means an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. It also means elements or another agency designated by the director of a defense agency which has been delegated contracting authority through its agency charter.

“Date of Completion” is the date on which all work is completed or the date on which the period of performance ends.

“Development” means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of an existing or potential new technology, product or service (or of an improvement in an existing technology, product or service) for the purpose of meeting specific performance requirements or objectives. Development includes the research functions of design engineering, prototyping, and engineering testing.

“Effective Date” means the date when this Agreement is signed and executed by the Agreements Officer for the Government.

“Government” means the U.S. Government.

“Government Fiscal Year” means the period commencing on October 1 and ending September 30 of the following calendar year.

“Milestone” means a scheduled event signifying the completion of a major deliverable or a set of related deliverables as identified in the Statement of Work

“Other Transactions Agreement (OTA)” is the term commonly used to refer to the 10 USC 2371b authority to enter into transactions other than contracts, grants or cooperative agreements. The Department of Defense (DoD) currently has authority to make awards that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the armed forces. OTAs are acquisition instruments that generally, are not subject to the federal laws and regulations governing procurement (FAR based) contracts. As such, they are not required to comply with the Federal Acquisition Regulation (FAR), its supplements (i.e. DFARS) or laws that are limited in applicability to procurement contracts.

“Parties” means Government and the COMPANY by its authorized agent where collectively identified and “Party” where each entity is individually identified.

“Payable Milestone” means that once a milestone has been met (see definition of “milestone”), the Government can approve payment to the COMPANY of a predetermined dollar amount in relation to performance of a particular project under the Other Transaction Agreement.

“Program” means the overall effort to be funded by the Agreement, which is described in the Statement of Work appended to this Agreement as Attachment I.

“Signatory Authority” refers to the individual that has the authority to legally bind a party to an agreement.

C. Scope

STATEMENT OF WORK (SOW) for **Precise Predictive Logistics (P2L) Pilot**

1 BACKGROUND

The Department of Defense (DoD) lacks visibility into the vast amount of public, private, and open source data associated with and that has the potential to impact DoD supply chain pipelines. When the supply chain is disrupted, the DoD is often unaware these disruptions have occurred until hours, days, or even weeks afterward, and does not have the information, visibility, and analytics to effectively react to those disruptions.

Specifically, the government does not have the ability to make timely, informed, authoritative logistics decisions to keep pace with simultaneous, multi-theater operations, planning, and execution, creating risk-to-force and risk-to-mission. The government is currently supporting global operations using over 300 disparate legacy data systems, with manual workarounds across multiple data definitions, libraries, and hosting environments. The government requires a logistics common operating picture (LOG COP) that move structured and unstructured data and information seamlessly between unclassified and classified nodes in a secure cloud environment, using either DISA Defense Enterprise Computing Center (DECC) MIL cloud or similar commercial cloud solution provider (CSP). The government needs business intelligence / innovative solutions that leverages machine-to-machine information aggregation to support rapid decision making to effectively identify logistics constraints (supply chain and distribution) and resources required to support multiple theaters and organizations globally. To accomplish this, the government requires a solution that leverages advanced data analytics in managing resource scarcity by coordinating, synchronizing, and simultaneously supporting multiple commanders. The LOG COP will provide total asset visibility, predictive analysis, and comprehensive, timely (hours to seconds), and accurate information to anticipate demand, assess logistics feasibility, and support course of action development.

The government will be conducting a pilot test of a commercially-available solution to meet this requirement. This pilot will commence for a three (3) month period after the solution is deployed to four (4) geographically separated locations. This pilot may also expand to additional customer groups, locations, and/or time length to further test the military effectiveness of the LOG COP. This would include expanding the pilot to virtualize (net/web enabled) data from customer-identified data sources and unstructured open sources into the solution. Additionally, the LOG COP architecture may include cross domain data and insights to move data seamlessly between unclassified (NIPRNeT) and classified (SIPRNeT) in a secure cloud environment.

2 TECHNICAL REQUIREMENTS:

The following are minimum requirements that will be demonstrated:

I. Capabilities:

- a. Company solution shall be accessible to provide real-time awareness of combat support (i.e. airfields (geospatial)) / logistics resources to multiple locations and echelons simultaneously.
- b. Company shall provide role-based secure collaboration across the logistics enterprise between agencies, organizations, and teams.

- c. Company shall deliver enterprise readiness, current operations, and future operations capabilities.
 - 1. Enterprise Readiness – Provides situational (unit readiness, weapon system status) and battlespace (intelligence, political climates, adversary actions, weather) awareness in real-time and continuous.
 - 2. Current Operations – Provides visibility of missions (centralized repairs, supply chain, distribution networks) and operations (contingency and steady state) globally.
 - 3. Future Operations - Provides ability to plan for operations now or anytime in the future, allows planners to adapt to dynamic situations that arise during current operations and develop courses of actions (COAs).
- d. Company shall deliver the capability for the government users to visualize information (integrated and stored data) that enables the development of courses of action recommendations.
- e. Company shall perform necessary integration with DoD, supplier, carrier and open source data systems to meet the DoD requirement.
 - 1. Four (4) unclassified integrations to DoD data sources
 - 2. One (1) classified integrations to DoD data sources
- f. Company shall deliver an out-of-the-box unclassified version of Precise Predictive Logistics (P2L), complete with login credentials. Exhibit A details capabilities of the out-of-the-box unclassified version of P2L.

II. Environment:

- a. Company shall deliver a solution that is accessible on an unclassified network (ex. NIPRNet) using a CSP that meets Security Requirements Guide impact level 4 (IL-4). This solution will be virtual and accessible to identified users via Mozilla Firefox or Chrome web browsers from any terminal with open internet access.
- b. Company shall collaborate with the United States Air Force (USAF) to allow enablement of a solution to be available on classified (SIPRNet) networks using CSP IL-6 or using DISA Defense Enterprise Computing Center (DECC) MIL cloud.
- c. Company shall collaborate with government to allow enablement of a solution capable of delivering unclassified content to NIPRNet users.
- d. Company shall collaborate with the government to provide a solution capable of delivering integrated classified and unclassified content to SIPRNet users, and enable the government to pass data and insights from an unclassified solution to a classified solution.
- e. Company shall collaborate with the government to provide a solution that either:
 - Meets DoD Risk Management Framework (RMF) accreditation requirements and has an authority to operate (ATO) on DoD SIPRNet, or
 - Achieves an entry on the Air Force/Enterprise/Approved Products Listing (AF/EAPL) and is permitted to be installed and operate on DoD SIPRNet.

III. Support:

- a. Company shall provide user training, remote solution maintenance and remote user support for all four locations during evaluation period to support testing of the solution and solution releases. User training shall consist of one (1) 2-hour virtual session for out-of-the-box P2L, one (1) 2-hour virtual session for the unclassified prototype, and one (1) 2-hour virtual session for the classified prototype.
- b. Company shall provide a Company-standard user guide for the solution.
- c. Company shall support a bi-weekly project status web meeting to discuss action items and status throughout the Period of Performance (PoP). The government may cancel or postpone these calls based on operational needs. The periodicity of these meetings may be changed at the mutual agreement of the Agreements Officer Representative (AOR) and the company.

IV. Artifact Deliverables:

- a. Company shall provide a preliminary development and integration technical report NLT sixty (60) days after project kickoff for the unclassified prototype (through commercial CSP) and the classified prototype (SIPRNet, CSP or DISA Defense Enterprise Computing Center (DECC) MIL cloud). This report will detail any development, if any, on the company's solution in order to produce a commercially viable and deployable solution. The report will also detail what actions are necessary for

- the company and the government in order to integrate and deploy the solution for use by the government.
- b. Company shall deploy their solution and provide a deployment report NLT ninety (90) days after project kickoff for the unclassified prototype (through CSP IL-4). This report will detail the deployment status of the solution and detail the prototype testing plan.
 - c. Company shall deploy their platform and provide a deployment report NLT one-hundred-and-twenty (120) days after project kickoff for the classified prototype (SIPRNeT: CSP IL-6 or DISA Defense Enterprise Computing Center (DECC) MIL cloud). This report will detail the deployment status of the solution and detail the prototype testing plan.
 - d. Company shall provide a final report, due within thirty (30) days after the end of the test period. Report will detail mission fit and user feedback. Report will also include a summary of user activity broken down by location, ideal use cases, and samples of completed work.
 - e. Company shall provide test periods of ninety (90) days of access to company's unclassified solution and an additional ninety (90) days to the classified version.

3 DELIVERY SCHEDULE:

(b) (4)

(b) (4)



(b) (4)

(b) (4)

6 PLACE OF PERFORMANCE:

- a. HQ Pacific Air Forces, Hickam AFB, HI
- b. 635 Supply Chain Operations Wing, Scott AFB, IL (location 1)
- c. 635 Supply Chain Operations Wing, Langley AFB, VA (location 2)
- d. Air Force Sustainment Center, Tinker AFB, OK
- e. Additional locations TBD at the discretion of DIUx PM and mutual consent of the government and Company.
- f. Contractor Facility

7 SECURITY:

In order to perform the work, this effort will require the company to have access to government facilities up to the secret level. Access to military installations and facilities may require a government escort. The government will provide a DD254 to detail the type and level of access required for the company to perform the aforementioned work. The Company shall provide cleared personnel to perform work that a security clearance or access to secured facilities.

No classified work shall be performed prior to a signed DD 254 being incorporated into this agreement through formal modification.

8 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS (GFE/GFM):

The government will provide the company access to and assist in integration with, the following data sources:

1. Logistics Information Mission Support-Enterprise View (LIMS-EV)
2. Deliberate Crisis Action Planning/Execution Segment (DCAPES/Logistics Feasibility Analysis Capability (LOGFAC) (NIPRNeT/SIPRNeT)

3. IDE 7/ GTN Convergence
4. Geospatial Information System

The government shall work with the Company to provide a data mapping of government data sources to required data fields in the P2L application.

The government shall provide the ability for P2L subscription and unclassified prototype users to access the website URL provided to the government by the Company (via NIPRNeT).

The government shall provide access to a Defense Intelligence Agency (DIA) approved cross domain capability to enable the passing of unclassified insights from NIPRNeT to SIPRNeT for consumption into the classified prototype instance.

9 SYSTEM ACCESS:

Access to unclassified (NIPRNeT) government systems and government facilities requires issuance of a Common Access Card (CAC).

10 APPLICABLE DOCUMENTS:

- 1) DoD Instruction (DoDI) 8510.01 Risk Management Framework (RMF) for DoD Information Technology (IT) DoD
- 2) Department of Defense Information Network Approved Products List (DODIN APL)

Exhibit A:

The following capabilities are included with the Out-of-the-box P2L Subscription:

- a. A solution that presents a broad and immediate awareness of actual or predicted perturbations in the supply chain to enable the government to contain, mitigate, and repair the consequences.
- b. A configurable solution (user-defined operating picture (UDOP)) which integrates, analyzes, and visualizes information from multiple disparate data sources, both privately and publicly.
- c. A solution that presents on-demand interaction of information using web-based solutions in ways that is immediately understandable and actionable by operational users.
- d. An unclassified web-based solution (to be used by laptop or tablet browsers).

ARTICLE II: TERM

A. The Term of this Agreement

(b) (4)

B. Early Termination of Agreement Provision

1. Subject to a reasonable determination that the program, or a project funded under the program, will not produce beneficial results commensurate with the expenditure of resources, the Government may terminate performance of work under this OTA, in whole or in part, if the AO determines that a termination is in the Government's interest. The AO shall terminate by delivering to the COMPANY a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by the AO, the COMPANY shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:

- (1) Stop work and direct its subcontractors/vendors/suppliers/partners to stop work as specified in the notice.
- (2) Place no further orders for materials, services, or facilities, except as necessary to complete the continued portion of the OTA.
- (3) Terminate all orders to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the AO, all right, title, and interest of the COMPANY under the orders terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the AO, settle all outstanding liabilities and termination settlement proposals arising from the termination of orders; the approval or ratification will be final for purposes of this clause.

(6) As directed by the AO, transfer title to the following, where applicable, and deliver to the Government -

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the order had been completed, would have been required to be furnished to the Government.

(7) Complete performance of any work not terminated, if applicable.

(8) Take any action that may be necessary, or that the AO may direct, for the protection and preservation of the property related to this project that is in the possession of the COMPANY and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the AO, any property of the types referred to under Article II.B. Termination Provisions, (6)(i) and (ii).

The proceeds of any transfer or disposition of project property will be applied to reduce any payments to be made by the Government under this Agreement, including credited to the price or cost of the work, or paid in any other manner directed by the AO.

In the event of a termination of this Agreement, the Government shall have patent rights as described in Article IX, Patent Rights, and rights in Data as described in Article VIII, Data Rights. Failure of the Parties to agree to an equitable adjustment shall be resolved pursuant to Article V, Disputes.

Nothing in this section shall be construed as a limitation of the rights of either party in the event of a breach of contract or default by the other party.

C. Stop Work Clause

As directed by the AO, the COMPANY shall stop all, or any part, of the work called for under this Agreement for a period of 90 days after the written order is delivered, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this Article. Upon receipt of the order, the COMPANY shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered, or within any extension of that period to which the parties shall have agreed, the AO shall either:

- (a) Cancel the stop-work order; or
- (b) Terminate the work covered this Agreement.

If a stop work order issued under this clause is canceled, the COMPANY shall resume work. The Government shall make an equitable adjustment in the delivery schedule or negotiated price, or both, and the Government's share of this Agreement shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the cost properly allocable to, the performance of any part of this Agreement; and

(2) The COMPANY asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Government decides the facts justify the action, the Government may receive and act upon a proposal submitted at any time before final payment under this Agreement.

ARTICLE III: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the ACC-NJ Contracting Activity may be made only by the ACC-NJ Contracting Activity Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

(b) (6)



Each party may change its representatives named in this Article by written notification to the other party.

Cognizant Defense Contract Management Agency Office:

DCMA MANASSAS
14501 GEORGE CARTER WAY
2ND FLOOR
CHANTILLY, VA 20151

Cognizant Defense Finance and Accounting Service Office:

DFAS - COLUMBUS CENTER -- HQ0338
SOUTH ENTITLEMENT OPERATIONS
P O BOX 182317
COLUMBUS, OH 43218-2317
Phone: 800-756-4571

ARTICLE IV: OBLIGATION AND PAYMENT

A. Obligation: Except as specified in Article V: Disputes, the Government's liability to make payments to the COMPANY is limited only to those funds obligated under this Agreement or by modification to the Agreement. The ACC-NJ Contracting Activity may incrementally fund this Agreement. If modification becomes necessary in performance of this Agreement, pursuant to Article IV of this Agreement, the AO and the COMPANY shall establish and execute a mutually agreed to revised Schedule of Payable Milestones consistent with the current Project Plan.

B. Project Payments: Project Payments shall be in accordance with the Milestone Payment Schedule in Article I(C).

C. Intentionally left blank.

D. Intentionally left blank.

E. Payable Milestones: The COMPANY shall submit invoices for processing according to the milestone payment schedule via the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) application of the Wide Area Work Flow (WAWF) system, according to the guidelines set forth below. Payments will be made by Defense Finance and Accounting Service, DFAS - COLUMBUS CENTER - HQ0338
SOUTH ENTITLEMENT OPERATIONS.

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s):

Invoice 2-N-1

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

DESTINATION/DESTINATION (D/D)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

ROUTING DATA TABLE

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	W15QKN
Admin DoDAAC	W15QKN
Inspect By DoDAAC	HQ0833
Ship To Code	HQ0833
Service Approver (DoDAAC)	HQ0833
Service Acceptor (DoDAAC)	HQ0833

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor **shall** enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(b) (6)

[REDACTED]

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact:

OTAINVOICES@diux.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

F. Electronic Fund Transfer: COMPANY must be enrolled in EFT by contacting the paying office designated in the Agreement and requesting Form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the COMPANY and the COMPANY's financial institution, and returned to the paying office. The paying office will complete the process and notify the COMPANY that EFT enrollment is complete. All payments under this agreement will be held until the COMPANY provides the required EFT enrollment information.. The CAGE Code and DUNS number for the COMPANY are as follows: CAGE Code: 1UHK0; DUNS number: 021104794. Registration in the System Award for Management (SAM) is mandatory.

G. Limitation of Funds: Except as set forth in Article V, the Government's financial liability will not exceed the amount obligated under this Agreement and available for payment.

H. Intentionally Left Blank.

ARTICLE V: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

Any disagreement, claim or dispute between the ACC-NJ and the COMPANY concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under this article constitute the basis for relief under this article unless the Chief of the Contracting Office, ACC-NJ in the interest of justice waives this requirement.

Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party through the cognizant AO in writing documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought, and documenting the rationale as to why the clarification/remedy is appropriate. Within ten (10) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by the Chief of the Contracting Office, ACC-NJ. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The Chief of the Contracting Office, ACC-NJ, will conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such position. Any such decision is final and binding, unless a Party shall, within thirty (30) calendar days request further review as provided by this article.

If requested within thirty (30) calendar days of the decision by the Chief of the Contracting Office, ACC-NJ, further review will be conducted by the President of the COMPANY Board and the ACC-NJ Director of Contracting. In the event of a decision, or in absence of a decision within sixty (60) calendar days of referral to the President of the COMPANY Board and the ACC-NJ Director of Contracting (or such other period as agreed to by the parties), either party may pursue any right or remedy provided by law. Alternatively, the parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve this dispute.

C. Limitation of Liability and Damages

In no event shall the liability of the COMPANY exceed the funding received for their performance of this Agreement.

No Party shall be liable to any other Party for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party) or otherwise, except to the extent such damages are caused by a Party's willful misconduct; Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

ARTICLE VI: CONFIDENTIAL INFORMATION

A. Definitions

"Disclosing Party" means COMPANY, or their subcontractors or suppliers, or the Government who discloses Confidential Information as contemplated by the subsequent Paragraphs.

"Receiving Party" means COMPANY, or their subcontractors or suppliers, or the Government who receives Confidential Information disclosed by a Disclosing Party.

"Confidential Information" means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. "Confidential Information" includes any information and materials considered a Trade Secret by the COMPANY on its own behalf or on behalf of their subcontractors or suppliers.

"Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

- (a) The owner thereof has taken reasonable measures to keep such information secret; and
- (b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

B. Exchange of Information: The Government may from time to time disclose Government Confidential Information to the COMPANY and its subcontractors or suppliers, in connection with a particular project, and the COMPANY and its subcontractors or suppliers, may from time to time disclose information that is Trade Secret or Confidential Information to the Government in connection with the OTA or performance thereunder. Neither the Government nor COMPANY or their subcontractors or suppliers shall be obligated to transfer Confidential Information or Trade Secrets independently developed by the Government or the COMPANY or their subcontractors or suppliers, absent an express written agreement between the Parties providing the terms and conditions for such disclosure.

C. Confidentiality and Authorized Disclosure: The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (no one shall disclose unless they have the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential

Information and Trade Secrets shall not be disclosed, divulged, or otherwise communicated by it to third parties or used by it for any purposes other than in connection with specified project efforts and the licenses granted in Article IX, Patent Rights, and Article VIII, Data Rights, provided that the duty to protect such "Confidential Information" and "Trade Secrets" shall not extend to materials or information that:

- (a) Are received or become available without restriction to the Receiving Party under a proper, separate agreement,
- (b) Are not identified with a suitable notice or legend per Article entitled "Confidential Information" herein,
- (c) Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
- (d) Are or later become part of the public domain through no fault of the Receiving Party,
- (e) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
- (f) Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records,
- (g) Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

D. Return of Proprietary Information: Upon the request of COMPANY, the Government shall promptly return all copies and other tangible manifestations of the Confidential Information or Trade Secrets disclosed. Upon request by the Government, COMPANY shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed by the Government. As used in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

E. Term: Except to the extent covered by and subject to other provisions of this Agreement or the specific Project Agreement, the obligations of the Receiving Party under this Article shall continue for a period of five (5) years after the expiration or termination of this Agreement.

The Government and the COMPANY shall flow down the requirements of this Article VI to their respective personnel, agents, partners, and team members receiving such Confidential Information or Trade Secrets under this OTA.

ARTICLE VII: PUBLICATION AND ACADEMIC RIGHTS

A. Use of Information: Subject to the provisions of Article VI, Confidential Information, and Article VII, Publication and Academic Rights at paragraph 9.2, the COMPANY and the Government shall have the right to publish or otherwise disclose information and/or data developed by the Government and/or the respective COMPANY under this Agreement. The COMPANY and the Government (and its employees) shall include an appropriate acknowledgement of the sponsorship of the Research Projects by the Government and the COMPANY in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph 9.1, alone, to disclose any Confidential Information or Trade Secrets of the Government or the COMPANY.

B. Classified Research Projects: If a release of Confidential Information or Trade Secrets is for a classified Research Project, the provisions of the DoD Security Agreement (DD Form 441), Certificate Pertaining to Foreign Interests

(SF 328), and the DoD Contract Security Classification Specification (DD Form 254) apply. The Government will be responsible for the completion of the DD Form 254. The COMPANY member must complete the DD Form 441 and SF 328 and provide them to the Government through for review by the proper Government representatives, the Industrial Security Representative at the cognizant Defense Security Service (DSS) office for DD Form 441 and SF 328 and the VRA's local Security office for the DD Form 254.

C. Review or Approval of Technical Information for Public Release.

(a) At least 30 days prior to the scheduled release date, COMPANY shall submit to the AO two copies of the information to be released along with Clearance of Technical Information for Public Release Form INME-PIC-IM Form 3002, 1 MAR 2011, who will route the information to the AOR and other appropriate parties for review and approval.

The AOR is hereby designated as the approval authority for the AO for such releases.

(b) Where the COMPANY has Academic Research Institutions performing fundamental research on campus, the COMPANY shall require the same to provide papers and publications for provision to the AOR, through the AO, for review and comment 30 days prior to formal paper/publication submission. However, if that Academic Research Institution incorporates into its research results or publications artifacts produced by and provided to these institutions by the COMPANY on behalf of other non-educational institutions or has authors listed on the paper who are not employees or students of the Academic Research Institution then the procedures in PARAGRAPH (a) ABOVE must be followed.

(c) Parties to this Agreement are responsible for assuring that an acknowledgment of government support will appear in any publication of any material based on or developed under this OTA, using the following acknowledgement terms:

“Effort sponsored by the U.S. Government under Other Transaction number W15QKN-17-9-1028 between the TransVoyant LLC and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”

(d) Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

“The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government.”

The COMPANY shall flow down these requirements to its partners and team members, at all tiers.

D. Filing of Patent Applications. During the course of any such thirty (30) calendar day period, the COMPANY and/or the Government shall provide notice to the AO as to whether it desires that a patent application be filed on any invention disclosed in such materials. In the event that a COMPANY and/or the Government desires that such a patent be filed, the COMPANY or the Government proposing to publish or disclose such materials agrees to withhold publication and disclosure of such materials until the occurrence of the first of the following:

(a) Filing of a patent application covering such invention, or

(b) Written agreement, from the AO and the COMPANY that no patentable invention is disclosed in such materials.

(c) Further, during the course of any such thirty (30) calendar day period, the COMPANY shall notify the AO and the Government if it believes any of its Confidential Information or Trade Secrets have been included in the proposed publication or disclosure and shall identify the specific Confidential Information

or Trade Secrets that need to be removed from such proposed publication. The Government and the COMPANY agree to remove from the proposed publication or disclosure all such Confidential Information or Trade Secrets so identified by the COMPANY.

ARTICLE VIII: DATA RIGHTS

A. Definitions

“Commercial Computer Software” as used in the Article is defined in DFARS 252-227-7014(a)(1) (Jun 1995).

“Commercial Computer Software License” means the license terms under which Commercial Computer Software is sold or offered for sale, lease or license to the general public.

“Computer Data Base” as used in this Agreement, means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

“Computer program” as used in this Agreement means a set of instructions, rules, or routines in a form that is capable of causing a computer to perform a specific operation or series of operations.

“Computer software” as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” as used in this Article of this Agreement, means computer software, computer software documentation, form, fit and function data, and technical data as defined in this Article.

“Form, fit and function data” means technical data that describes the required overall physical, functional and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

“Government purpose rights” means the rights to use, modify, duplicate or disclose the “Data” licensed with such rights under this Agreement within the Government for United States Government purposes only; and to release or disclose data outside the Government to any authorized persons pursuant to an executed non-disclosure agreement for such persons’ use, modification, or reproduction for United States Government purposes only. United States Government purposes include Foreign Military Sales purposes and competitive re-procurement.

“Limited rights” as used in this Article is as defined in DFARS 252.227-7013(a)(14).

“Restricted rights” as used in this Article is as defined in DFARS 252.227-7014(a)(15).

“Specially Negotiated License Rights” are those rights to Data that have been specifically negotiated between the Government and the COMPANY.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

“Unlimited rights” means the rights to use, modify, duplicate, release, or disclose Data, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

B. Data Categories:

1. Category A is Data developed and paid for totally by non-governmental funds, whether pre-existing or concurrently developed proprietary data, trade secret data, or data related to COMPANY products. The COMPANY retains all rights to Category A Data.
2. Category B is any Data developed under this Agreement, using Government funds, which cannot be disclosed without compromising the Category A data.
3. Category C is any COMPANY developed Data, excluding Category A and B data, developed during the performance of work under this Agreement.
4. Category D is third party proprietary data used in performance of work under this Agreement, including but not limited to, technical data, software, trade secrets and mask works.

Any Data developed outside of this Agreement with Government funding in whole or in part under a Government agreement, contract or subcontract shall have the rights negotiated under such prior agreement, contract or subcontract; the Government shall get no additional rights in such Data under this Agreement.

C. Allocation of Principal Rights

1. The parties agree that in consideration for the Government's funding, and in lieu of any Government rights to Category A, B or D data (except as contained in paragraph 4 below), the COMPANY intends to reduce to practical application materials and processes developed under this Agreement.
2. No deliveries to the Government of Category A and B data are contemplated or required under this Agreement. The Government reserves the right to negotiate certain rights in Category A and B data with the owner of the data.
3. The Government shall have immediate and irrevocable Government Purpose Rights to all Category C Data.
4. The COMPANY shall deliver third-party computer software, Category D data, as required for the performance or operation of other computer software required to be delivered in the performance of this Agreement, with such rights as it is able to negotiate with the software vendor.
5. Data that will be delivered, furnished, or otherwise provided to the Government under this Agreement, in which the Government has previously obtained rights, shall be delivered, furnished, or provided with the pre-existing rights, unless (a) the parties have agreed otherwise, or (b) any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

D. Identification of Principal Rights.

(b) (4)



(b) (4)



E. Marking of Data: Any Data delivered under this Agreement shall be marked with the following legend: "This data is being delivered as Category (insert category) Data, as defined in Agreement W15QKN-17-9-1028. Use, duplication, or disclosure is subject to the restrictions as stated in Agreement W15QKN-17-9-1028 between the COMPANY and the Government."

In the event that the COMPANY learns of a release to the Government of its unmarked Data that should have contained a restricted legend, the COMPANY will have the opportunity to cure such omission going forward by providing written notice to the AO within six (6) months of the erroneous release.

F. Prior Technology

1. In the event it is necessary for the COMPANY to furnish the Government with Data which existed prior to, or was produced outside of this Agreement, and such Data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such Data is so identified with a suitable notice or legend, the Data will be maintained in confidence and disclosed and used by the Government and such Government Contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of nondisclosure agreements by such Government Contractors or contract employees. The COMPANY shall not be obligated to provide Data that existed prior to, or was developed outside of this Agreement to the Government. Upon completion of activities under this Agreement, such Data will be disposed of as requested by the COMPANY.

2. Oral and Visual Information: If information which the COMPANY considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is expressly disclosed orally or visually directly to the Government, the exchange of such information must be memorialized in tangible, recorded form and marked with a suitable notice or legend, and furnished to the Government within thirty (30) calendar days after such oral or visual disclosure, or the Government shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information. If the Government reasonably determines that the memorialization of the exchange is insufficiently detailed to enable it to identify the privileged or confidential information, COMPANY shall provide additional detail at the Government's request, subject to restrictions on use and disclosure.

3. Disclaimer of Liability: Notwithstanding the above, the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:

(a) Data not identified with a suitable notice or legend as set forth in this Article; nor

(b) Information contained in any Data for which disclosure and use is restricted, if such information is or becomes generally known without breach of the above, is properly known to the Government or is generated by the Government independent of carrying out responsibilities under this Agreement, is rightfully received from a third party without restriction, or is included in Data which the COMPANY has furnished, or is required to furnish to the Government without restriction on disclosure and use.

Notwithstanding F.3.(a) of this Article above, if the COMPANY cures the omission of the suitable notice or legend, the restrictions, and related liability for disclosure and use of such information shall apply after cure unless it is then unrestricted under F.3(b) of this Article above.

G. Copyright

The COMPANY reserves the right to protect by copyright works developed under this Agreement. All such copyrights will be in the name of the COMPANY or the author, as determined by COMPANY policies. The COMPANY hereby grants to the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed (excluding Data) under this Agreement to which it owns the copyright, and to authorize others to do so.

H. Lower Tier Agreements

The COMPANY shall include this Article, suitably modified to identify the parties, in all, subcontracts or lower tier agreements, regardless of tier, or experimental, developmental, or research work.

I. Survival Rights

Provisions of this Article shall survive termination of this Agreement.

ARTICLE IX: PATENT RIGHTS

A. Definitions

“Invention” means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

“Made” when used in relation to any invention means the conception or first actual reduction to practice of such invention.

“Practical application” means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and in each case, under such conditions as to establish that the invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

“Subject invention” means any invention of the COMPANY conceived or first actually reduced to practice in the performance of work under this Agreement.

"Background Invention" means any invention made by the COMPANY, or their subcontractors of any tier, prior to performance of the Agreement or outside the scope of work performed under this Agreement.

B. Allocation of Principal Rights

The COMPANY shall retain the entire right, title, and interest throughout the world to each subject invention consistent with the provisions of this Article, and 35 U.S.C § 202. With respect to any subject invention in which the COMPANY retains title, the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license

to practice or have practiced on behalf of the United States the subject invention throughout the world. The COMPANY may elect to provide full or partial rights that it has retained to other parties.

C. Invention Disclosure, Election of Title, and Filing of Patent Application

1. The COMPANY shall disclose each subject invention to the Government within four (4) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to the Government shall be in the form of a written report and shall identify the Agreement under which the invention was made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure.

2. If the COMPANY determines that it does not intend to retain title to any such invention, the COMPANY shall notify the AO, in writing, within nine (9) months of disclosure to the ACC-NJ Contracting Activity. However, in any case where public disclosure by the inventor has initiated the one (1) year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice shall be in no event less than 60 days prior to the one (1) year statutory bar date.

3. The COMPANY shall file its initial patent application on a subject invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to a publication, or sale, or public use. The COMPANY may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten (10) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

4. After considering the position of the COMPANY, a request for extension of the time for disclosure election, and filing under this Article IX, paragraph C, may be approved by ACC-NJ Contracting Activity, which ACC-NJ approval shall not be unreasonably withheld.

D: Conditions When the Government May Obtain Title

Upon the Government's written request, the COMPANY shall convey title to any Subject Invention to the Government under any of the following conditions:

1. If the COMPANY fails to disclose (and does not correct such failure within thirty (30) days after notice of such failure from the Government) or elects not to retain title to the Subject Invention within the times specified in Article IX, paragraph C.; provided, that the Government may only request title within sixty (60) calendar days after learning of the failure of the COMPANY to disclose or elect within the specified times.

2. In those countries in which the COMPANY fails to file patent applications within the times specified in Article IX, paragraph C; provided, that if the COMPANY has filed a patent application in a country after the times specified in Article IX, paragraph C, but prior to its receipt of the written request by the Government, the COMPANY shall continue to retain title in that country; or

3. In any country in which the COMPANY decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a Subject Invention.

E: Minimum Rights to the COMPANY and Protection of the COMPANY's Right to File:

1. The COMPANY shall retain a nonexclusive, royalty-free license throughout the world in each Subject Invention to which the Government obtains title. The COMPANY license extends to the domestic (including Canada) subsidiaries and affiliates, if any, within the corporate structure of which the COMPANY is a party and includes the right to grant licenses of the same scope to the extent that the COMPANY was legally obligated to do so at the time

the Agreement was awarded. The license is transferable only with the approval of the Government, except when transferred to the successor of that part of the business to which the invention pertains. The Government approval for license transfer shall not be unreasonably withheld.

2. The COMPANY domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 401. This license shall not be revoked in that field of use or the geographical areas in which the COMPANY has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Government to the extent the COMPANY, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the Government shall furnish the COMPANY a written notice of its intention to revoke or modify the license, and the COMPANY shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

F. Action to Protect the Governments Interest:

1. The COMPANY agrees to execute or to have executed and promptly deliver to the Government all instruments necessary to: 1. establish or confirm the rights the Government has throughout the world in those Subject Inventions to which the COMPANY elects to retain title; and 2. convey title to the Government when requested under this Article and to enable the Government to obtain patent protection throughout the world in that Subject Invention.

2. The COMPANY agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified, as responsible for the administration of patent matters, and in a format suggested by the COMPANY, each Subject Invention made under this Agreement in order that the COMPANY can comply with the disclosure provisions under this Article. The COMPANY shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U. S. or foreign statutory bars.

3. The COMPANY shall notify the Government of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

4. The COMPANY shall include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement: "This invention was made with Government support under Agreement No. W15QKN-17-9-1028 awarded by USACC-NJ. The Government has certain rights in the invention."

G. Lower Tier Agreements: The COMPANY shall include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

H. Reporting on Utilization of Subject Inventions: The COMPANY agrees to submit, during the term of the Agreement, an annual report on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the COMPANY or licensees or assignees of the inventor. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the COMPANY, and such other data and information as the agency may reasonably specify. The COMPANY also agrees to provide additional reports as may be requested by the Government in connection with any march-in proceedings undertaken by the Government in accordance with paragraph G of this Article. Consistent with 35 U.S.C. 206, the Government agrees it shall not disclose such information to persons outside the Government without permission of the COMPANY.

I. Preference for American Industry: Notwithstanding any other provision of this Article, the COMPANY agrees that it shall not grant to any person the exclusive right to use or sell any Subject Invention in the United States or Canada unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention shall be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by the COMPANY that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

ARTICLE X: FOREIGN ACCESS TO TECHNOLOGY AND EXPORT CONTROL

1. Foreign Access to Technology

This Article X shall remain in effect during the term of this Agreement.

A. Definition

a) "Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

b) "Know-How" means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

c) "Technology" means discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this Agreement.

B. General: The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR Part 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR Part 770 et seq.)

C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

a) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C(b), C(c), and C(d) below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

(i) sales of products or components, or

(ii) licenses of software or documentation related to sales of products or components, or

(iii) transfer to foreign subsidiaries of the COMPANY member entities for purposes related to this Agreement, or

(iv) transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.

(v) releases pursuant to Article VII hereof ("Publication and Academic Rights")

b) The COMPANY shall provide timely notice to the Government of any proposed transfers of Technology developed under this Agreement to Foreign Firms or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the COMPANY and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the COMPANY.

c) In any event, the COMPANY shall provide written notice to the Government AO's Representative and AO of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the COMPANY's written notification, the Government AO shall advise the COMPANY whether it consents to the proposed transfer. In cases where the Government does not concur or if within sixty (60) calendar days after its receipt the Government has provided no decision, the COMPANY may utilize the procedures under Article V, Disputes. No transfer shall take place until a decision is rendered.

d) In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the government takes place, the COMPANY shall (a) refund to the Government those funds paid under this OTA for the development of the Technology and (b) provide to the Government a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the COMPANY shall obtain and provide written confirmation of such licenses.

D) Lower Tier Agreements

The COMPANY shall include this Article, suitably modified, to identify the Parties, in all Project Agreements or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

2. Export Control

A. Export Compliance.

Each Party agrees to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120 et seq. ; and the Export Administration Act, 50 U.S.C. app. § 2401-2420. Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Agreement. Accordingly, the COMPANY shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations.

B. Flowdown.

The COMPANY shall include this Article, suitably modified, to identify all Parties, in all lower tier agreements. This Article shall, in turn, be included in all sub-tier subcontracts or other forms of lower tier agreements, regardless of tier.

ARTICLE XI: OPSEC

- (a) Access and General Protection/Security Policy and Procedures. All contractor employees, including subcontractor employees, shall comply with all installation and facility access and local security policies and procedures (provided by Government representative), and security/emergency management exercises. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce shall comply with all personal identity verification and accountability requirements as directed by DoD, HQDA, and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. During FPCONs Charlie and Delta, services/installation access may be discontinued/postponed due to higher threat. Services will resume when FPCON level and/or threat is reduced to an acceptable level as determined by the Installation Commander. Contractor person working on an installation shall participate in the installation Random Antiterrorism Measures Program as directed. Contractor shall be subject to and comply with vehicle searches, wearing of ID badges, etc.
- (b) iWatch (See Something, Say Something) Training: All contractor employees, including subcontractor employees, shall receive training and participate in the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the AOR. This training shall be completed within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, and then annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the AOR within 14 calendar days after completion of training by all employees and subcontractor personnel.
- (c) Access to DoD Facility or Installation: All contractor employees, including subcontractor employees, shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13); applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by the AOR).
- (d) Information Management Army Information Technology/IA: The contractor shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using the applicable standards of For Official Use Only (FOUO) information. All Controlled Unclassified

Information (documents designated as FOR OFFICIAL USE ONLY and/or LIMITED DISTRIBUTION) shall be submitted by a controlled means using UPS mail, Safe Access File Exchange (SAFE) website and/or DoD Army approved encryption software as per AR 25-1.

- (e) For Official Use Only Information (FOUO) and Controlled Unclassified Information (CUI): Contract personnel shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using applicable standards of FOUO and CUI.
- (f) OPSEC Training: In accordance with AR 530-1 (or DoDM 5205.02-M), new contractor employees, including subcontractor employees, shall complete initial OPSEC training within 30 calendar days of award and must also complete annual OPSEC awareness as provided by the appropriately designated OPSEC level II trained OPSEC Officer/Coordinator. The contractor shall arrange training through the AOR.
- (g) Public Release of Information: In accordance with AR 530-1 (or DoDM 5205.02-M), an OPSEC review will be performed by the Government prior to all public release of information. All Government information intended for public release by a contractor shall undergo a Government OPSEC review prior to release. The OPSEC review will be performed as part of the Public Review Process described in Article VII.

ARTICLE XII: TITLE AND DISPOSITION OF PROPERTY

A. Definitions

In this Article, “property” means any tangible personal property other than property actually consumed during the execution of work under this Agreement.

B. Title to Property

No significant items of property are expected to be acquired under this Agreement by the COMPANY. Title to any item of property valued \$10,000 or less that is acquired by the COMPANY in performance of the Prototype Project covered by this Agreement shall remain with the COMPANY with no further obligation of the Parties unless otherwise determined by the AO. Should any item of property with an acquisition value greater than \$10,000 be required, the COMPANY shall obtain prior written approval of the AO. Title to this property shall also remain with the COMPANY. The COMPANY shall be responsible for the maintenance, repair, protection, and preservation of all such property at its own expense. Property acquired pursuant to this clause shall not be considered as in exchange for services in performance of the project, but shall be considered a Government contribution to the project.

ARTICLE XIII: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the COMPANY and the ACC-NJ Agreements Officer designated in this Agreement. By executing this agreement, the COMPANY affirms that it is a non-traditional defense contractor and, as a result, is eligible to be awarded this Agreement.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 31</div>	
2 AMENDMENT/MODIFICATION NO P00003		3 EFFECTIVE DATE 26-Jun-2018		4 REQUISITION/PURCHASE REQ NO U17ASW011ANG01		5 PROJECT NO (If applicable)	
6 ISSUED BY US ARMY CONTRACTING COMMAND PH PPS ROAD PICATINNY NJ 07806-5000		CODE W15QKN		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TRANSVOYANT, LLC 5845 RICHMOND HWY STE 600 ALEXANDRIA VA 22303-1868				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W15QKN-17-9-1028			
				X 10B. DATED (SEE ITEM 13) 26-Sep-2017			
CODE 1UHK0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Supplemental Agreement IAW OTA Article IV.							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) See Continuation Sheet.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				(b) (6)			
				(b) (6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. (b) (6)		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		26-Jun-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CONTINUATION SHEET**EXECUTIVE SUMMARY**

This modification serves the following purposes:

- 1) Extend the Period of Performance (PoP) end-date to 28-September 2018.
- 2) Revise the Statement of Work to adjust Delivery Dates and Milestone Payment Dates in accordance with new PoP end-date.
- 3) Revise SOW paragraph 2(IV)(e) to change the test period from 90 days to a period of 30-90 days.
- 4) Add the following statement to provide for a potential follow-on production contract or agreement:
"In accordance with 10 U.S.C. 2371b(f), should the prototype solution which is the subject of the scope of this prototype Other Transaction Agreement be determined to be successfully completed, it is the intention of DIUx and ACC-NJ to award an agreement or contract for follow-on production to the party named herein as the "Company", without further competition. The production agreement or contract shall be scaled to the entirety of the DoD enterprise and shall have a total ceiling against which orders can be placed. It is estimated that the ceiling of may be up to \$100,000,000.00."

Modification P00004 to Other Transaction Agreement (OTA) W15QKN-17-9-1028 is hereby entered into mutual agreement between TransVoyant and the Government under the terms set forth in the base OTA and under the Authority of 10 U.S.C §2371b.

This modification is executed at no additional cost to the Government. All other terms and conditions remain unchanged.

SECTION B - SUPPLIES OR SERVICES AND PRICES

(b) (4)



(b) (4) [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
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[REDACTED]

[REDACTED]
[REDACTED]

(b) (4)



The following have been modified:
TERMS AND CONDITIONS

AGREEMENT BETWEEN

UNITED STATES ARMY CONTRACTING COMMAND – NEW JERSEY
PICATINNY ARSENAL, NJ 07806-5000

AND

TransVoyant LLC
5845 Richmond Highway, Suite 600
Alexandria, VA 22303-1868

Agreement No.: W15QKN-17-9-1028
Total Amount of the Agreement: \$500,000
Authority: 10 U.S.C. § 2371b, Section 815 of the 2016 National Defense Authorization Act.

In accordance with 10 U.S.C. 2371b(f), should the prototype solution which is the subject of the scope of this prototype Other Transaction Agreement be determined to be successfully completed, it is the intention of DIUx and ACC-NJ to award an agreement or contract for follow-on production to the party named herein as the "Company", without further competition. The production agreement or contract shall be scaled to the entirety of the DoD enterprise and shall have a total ceiling against which orders can be placed. It is estimated that the ceiling of may be up to \$100,000,000.00.

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ARTICLE VII	Publication and Academic Rights
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ARTICLE XI	OPSEC
ARTICLE XII	Title and Disposition of Property
ARTICLE XIII	Execution

ARTICLE I: SCOPE OF THE AGREEMENT

A. Background

This Other Transaction Agreement (OTA) is awarded based upon the prototype project proposed by TransVoyant LLC, hereinafter referred to as “The Company” or “TransVoyant” in response to the Defense Innovation Unit – Experimental (DIUx) Commercial Solutions Offering (CSO). The principle purpose of this OTA will be to provide visibility into the vast amount of public, private, and open source data associated with, and that have the potential to impact, Department of Defense (DoD) supply chain pipelines.

B. Definitions

“Agreement” or “OTA” refers to the Other Transaction Agreement, as authorized under 10 U.S.C. 2371b, between the Government and TransVoyant LLC Agreement No. W15QKN-17-9-1028.

“Agreements Officer (AO)” is the United States Army Contracting Command – New Jersey Contracting Activity warranted Contracting Officer authorized to sign the final agreement for the Government.

“Agreements Officer’s Representative (AOR)” is the individual designated by the Government on a per project basis to monitor all technical aspects; the AOR shall only assist in agreement administration of the specific project to the extent expressly delegated such administration authority in writing in the Project Agreement by the responsible Agreements Officer.

“Contracting Activity” means an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. It also means elements or another agency designated by the director of a defense agency which has been delegated contracting authority through its agency charter.

“Date of Completion” is the date on which all work is completed or the date on which the period of performance ends.

“Development” means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of an existing or potential new technology, product or service (or of an improvement in an existing technology, product or service) for the purpose of meeting specific performance requirements or objectives. Development includes the research functions of design engineering, prototyping, and engineering testing.

“Effective Date” means the date when this Agreement is signed and executed by the Agreements Officer for the Government.

“Government” means the U.S. Government.

“Government Fiscal Year” means the period commencing on October 1 and ending September 30 of the following calendar year.

“Milestone” means a scheduled event signifying the completion of a major deliverable or a set of related deliverables as identified in the Statement of Work

“Other Transactions Agreement (OTA)” is the term commonly used to refer to the 10 USC 2371b authority to enter into transactions other than contracts, grants or cooperative agreements. The Department of Defense (DoD) currently has authority to make awards that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the armed forces. OTAs are acquisition instruments that generally, are not subject to the federal laws and regulations governing procurement (FAR based) contracts. As such, they are not required to comply with the Federal Acquisition Regulation (FAR), its supplements (i.e. DFARS) or laws that are limited in applicability to procurement contracts.

“Parties” means Government and the COMPANY by its authorized agent where collectively identified and “Party” where each entity is individually identified.

“Payable Milestone” means that once a milestone has been met (see definition of “milestone”), the Government can approve payment to the COMPANY of a predetermined dollar amount in relation to performance of a particular project under the Other Transaction Agreement.

“Program” means the overall effort to be funded by the Agreement, which is described in the Statement of Work appended to this Agreement as Attachment I.

“Signatory Authority” refers to the individual that has the authority to legally bind a party to an agreement.

C. Scope

STATEMENT OF WORK (SOW) for **Precise Predictive Logistics (P2L) Pilot**

1 BACKGROUND

The Department of Defense (DoD) lacks visibility into the vast amount of public, private, and open source data associated with and that has the potential to impact DoD supply chain pipelines. When the supply chain is disrupted, the DoD is often unaware these disruptions have occurred until hours, days, or even weeks afterward, and does not have the information, visibility, and analytics to effectively react to those disruptions.

Specifically, the government does not have the ability to make timely, informed, authoritative logistics decisions to keep pace with simultaneous, multi-theater operations, planning, and execution, creating risk-to-force and risk-to-mission. The government is currently supporting global operations using over 300 disparate legacy data systems, with manual workarounds across multiple data definitions, libraries, and hosting environments. The government requires a logistics common operating picture (LOG COP) that move structured and unstructured data and information seamlessly between unclassified and classified nodes in a secure cloud environment, using either DISA Defense Enterprise Computing Center (DECC) MIL cloud or similar commercial cloud solution provider (CSP). The government needs business intelligence / innovative solutions that leverages machine-to-machine information aggregation to support rapid decision making to effectively identify logistics constraints (supply chain and distribution) and resources required to support multiple theaters and organizations globally. To accomplish this, the government requires a solution that leverages advanced data analytics in managing resource scarcity by coordinating, synchronizing, and simultaneously supporting multiple commanders. The LOG COP will provide total asset visibility, predictive analysis, and comprehensive, timely (hours to seconds), and accurate information to anticipate demand, assess logistics feasibility, and support course of action development.

The government will be conducting a pilot test of a commercially-available solution to meet this requirement. This pilot will commence for a three (3) month period after the solution is deployed to four (4) geographically separated locations. This pilot may also expand to additional customer groups, locations, and/or time length to further test the military effectiveness of the LOG COP. This would include expanding the pilot to virtualize (net/web enabled) data from customer-identified data sources and unstructured open sources into the solution. Additionally, the LOG COP architecture may include cross domain data and insights to move data seamlessly between unclassified (NIPRNeT) and classified (SIPRNeT) in a secure cloud environment.

2 TECHNICAL REQUIREMENTS:

The following are minimum requirements that will be demonstrated:

I. Capabilities:

- a. Company solution shall be accessible to provide real-time awareness of combat support (i.e. airfields (geospatial)) / logistics resources to multiple locations and echelons simultaneously.
- b. Company shall provide role-based secure collaboration across the logistics enterprise between agencies, organizations, and teams.

- c. Company shall deliver enterprise readiness, current operations, and future operations capabilities.
 - 1. Enterprise Readiness – Provides situational (unit readiness, weapon system status) and battlespace (intelligence, political climates, adversary actions, weather) awareness in real-time and continuous.
 - 2. Current Operations – Provides visibility of missions (centralized repairs, supply chain, distribution networks) and operations (contingency and steady state) globally.
 - 3. Future Operations - Provides ability to plan for operations now or anytime in the future, allows planners to adapt to dynamic situations that arise during current operations and develop courses of actions (COAs).
- d. Company shall deliver the capability for the government users to visualize information (integrated and stored data) that enables the development of courses of action recommendations.
- e. Company shall perform necessary integration with DoD, supplier, carrier and open source data systems to meet the DoD requirement.
 - 1. Four (4) unclassified integrations to DoD data sources
 - 2. One (1) classified integrations to DoD data sources
- f. Company shall deliver an out-of-the-box unclassified version of Precise Predictive Logistics (P2L), complete with login credentials. Exhibit A details capabilities of the out-of-the-box unclassified version of P2L.

II. Environment:

- a. Company shall deliver a solution that is accessible on an unclassified network (ex. NIPRNet) using a CSP that meets Security Requirements Guide impact level 4 (IL-4). This solution will be virtual and accessible to identified users via Mozilla Firefox or Chrome web browsers from any terminal with open internet access.
- b. Company shall collaborate with the United States Air Force (USAF) to allow enablement of a solution to be available on classified (SIPRNet) networks using CSP IL-6 or using DISA Defense Enterprise Computing Center (DECC) MIL cloud.
- c. Company shall collaborate with government to allow enablement of a solution capable of delivering unclassified content to NIPRNet users.
- d. Company shall collaborate with the government to provide a solution capable of delivering integrated classified and unclassified content to SIPRNet users, and enable the government to pass data and insights from an unclassified solution to a classified solution.
- e. Company shall collaborate with the government to provide a solution that either:
 - Meets DoD Risk Management Framework (RMF) accreditation requirements and has an authority to operate (ATO) on DoD SIPRNet, or
 - Achieves an entry on the Air Force/Enterprise/Approved Products Listing (AF/EAPL) and is permitted to be installed and operate on DoD SIPRNet.

III. Support:

- a. Company shall provide user training, remote solution maintenance and remote user support for all four locations during evaluation period to support testing of the solution and solution releases. User training shall consist of one (1) 2-hour virtual session for out-of-the-box P2L, one (1) 2-hour virtual session for the unclassified prototype, and one (1) 2-hour virtual session for the classified prototype.
- b. Company shall provide a Company-standard user guide for the solution.
- c. Company shall support a bi-weekly project status web meeting to discuss action items and status throughout the Period of Performance (PoP). The government may cancel or postpone these calls based on operational needs. The periodicity of these meetings may be changed at the mutual agreement of the Agreements Officer Representative (AOR) and the company.

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6 PLACE OF PERFORMANCE:

- a. HQ Pacific Air Forces, Hickam AFB, HI
- b. 635 Supply Chain Operations Wing, Scott AFB, IL (location 1)
- c. 635 Supply Chain Operations Wing, Langley AFB, VA (location 2)
- d. Air Force Sustainment Center, Tinker AFB, OK
- e. Additional locations TBD at the discretion of DIUx PM and mutual consent of the government and Company.
- f. Contractor Facility

7 SECURITY:

In order to perform the work, this effort will require the company to have access to government facilities up to the secret level. Access to military installations and facilities may require a government escort. The government will provide a DD254 to detail the type and level of access required for the company to perform the aforementioned work. The Company shall provide cleared personnel to perform work that a security clearance or access to secured facilities.

No classified work shall be performed prior to a signed DD 254 being incorporated into this agreement through formal modification.

8 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS (GFE/GFM):

The government will provide the company access to and assist in integration with, the following data sources:

1. Logistics Information Mission Support-Enterprise View (LIMS-EV)
2. Deliberate Crisis Action Planning/Execution Segment (DCAPES/Logistics Feasibility Analysis Capability (LOGFAC) (NIPRNeT/SIPRNeT)
3. IDE 7/ GTN Convergence
4. Geospatial Information System

The government shall work with the Company to provide a data mapping of government data sources to required data fields in the P2L application.

The government shall provide the ability for P2L subscription and unclassified prototype users to access the website URL provided to the government by the Company (via NIPRNeT).

The government shall provide access to a Defense Intelligence Agency (DIA) approved cross domain capability to enable the passing of unclassified insights from NIPRNeT to SIPRNeT for consumption into the classified prototype instance.

9 SYSTEM ACCESS:

Access to unclassified (NIPRNeT) government systems and government facilities requires issuance of a Common Access Card (CAC).

10 APPLICABLE DOCUMENTS:

- 1) DoD Instruction (DoDI) 8510.01 Risk Management Framework (RMF) for DoD Information Technology (IT) DoD
- 2) Department of Defense Information Network Approved Products List (DODIN APL)

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**ARTICLE II: TERM****A. The Term of this Agreement**

This OTA will be available for use for a period of 12 months from the date the OTA is awarded. Provisions of this Agreement, which, by their express terms or by necessary implication, apply for periods of time other than specified in Article II herein, shall be given effect, notwithstanding this Article.

B. Early Termination of Agreement Provision

1. Subject to a reasonable determination that the program, or a project funded under the program, will not produce beneficial results commensurate with the expenditure of resources, the Government may terminate performance of work under this OTA, in whole or in part, if the AO determines that a termination is in the Government's interest. The AO shall terminate by delivering to the COMPANY a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by the AO, the COMPANY shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:

- (1) Stop work and direct its subcontractors/vendors/suppliers/partners to stop work as specified in the notice.
- (2) Place no further orders for materials, services, or facilities, except as necessary to complete the continued portion of the OTA.
- (3) Terminate all orders to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the AO, all right, title, and interest of the COMPANY under the orders terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the AO, settle all outstanding liabilities and termination settlement proposals arising from the termination of orders; the approval or ratification will be final for purposes of this clause.

(6) As directed by the AO, transfer title to the following, where applicable, and deliver to the Government -
-

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the order had been completed, would have been required to be furnished to the Government.

(7) Complete performance of any work not terminated, if applicable.

(8) Take any action that may be necessary, or that the AO may direct, for the protection and preservation of the property related to this project that is in the possession of the COMPANY and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the AO, any property of the types referred to under Article II.B. Termination Provisions, (6)(i) and (ii).

The proceeds of any transfer or disposition of project property will be applied to reduce any payments to be made by the Government under this Agreement, including credited to the price or cost of the work, or paid in any other manner directed by the AO.

In the event of a termination of this Agreement, the Government shall have patent rights as described in Article IX, Patent Rights, and rights in Data as described in Article VIII, Data Rights. Failure of the Parties to agree to an equitable adjustment shall be resolved pursuant to Article V, Disputes.

Nothing in this section shall be construed as a limitation of the rights of either party in the event of a breach of contract or default by the other party.

C. Stop Work Clause

As directed by the AO, the COMPANY shall stop all, or any part, of the work called for under this Agreement for a period of 90 days after the written order is delivered, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this Article. Upon receipt of the order, the COMPANY shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered, or within any extension of that period to which the parties shall have agreed, the AO shall either:

- (a) Cancel the stop-work order; or
- (b) Terminate the work covered this Agreement.

If a stop work order issued under this clause is canceled, the COMPANY shall resume work. The Government shall make an equitable adjustment in the delivery schedule or negotiated price, or both, and the Government's share of this Agreement shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the cost properly allocable to, the performance of any part of this Agreement; and

(2) The COMPANY asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Government decides the facts justify the action, the Government may receive and act upon a proposal submitted at any time before final payment under this Agreement.

ARTICLE III: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the ACC-NJ Contracting Activity may be made only by the ACC-NJ Contracting Activity Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

(b) (6)

[REDACTED]

[REDACTED]

[REDACTED]

Each party may change its representatives named in this Article by written notification to the other party.

Cognizant Defense Contract Management Agency Office:

DCMA MANASSAS
14501 GEORGE CARTER WAY
2ND FLOOR
CHANTILLY, VA 20151

Cognizant Defense Finance and Accounting Service Office:

DFAS - COLUMBUS CENTER -- HQ0338
SOUTH ENTITLEMENT OPERATIONS
P O BOX 182317
COLUMBUS, OH 43218-2317
Phone: 800-756-4571

ARTICLE IV: OBLIGATION AND PAYMENT

A. Obligation: Except as specified in Article V: Disputes, the Government's liability to make payments to the COMPANY is limited only to those funds obligated under this Agreement or by modification to the Agreement. The ACC-NJ Contracting Activity may incrementally fund this Agreement. If modification becomes necessary in performance of this Agreement, pursuant to Article IV of this Agreement, the AO and the COMPANY shall establish and execute a mutually agreed to revised Schedule of Payable Milestones consistent with the current Project Plan.

B. Project Payments: Project Payments shall be in accordance with the Milestone Payment Schedule in Article I(C).

C. Intentionally left blank.

D. Intentionally left blank.

E. Payable Milestones: The COMPANY shall submit invoices for processing according to the milestone payment schedule via the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) application of the Wide Area Work Flow (WAWF) system, according to the guidelines set forth below. Payments will be made by Defense Finance and Accounting Service, DFAS - COLUMBUS CENTER - HQ0338
SOUTH ENTITLEMENT OPERATIONS.

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s):

Invoice 2-N-1

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

DESTINATION/DESTINATION (D/D)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

ROUTING DATA TABLE

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	W15QKN
Admin DoDAAC	W15QKN
Inspect By DoDAAC	HQ0833
Ship To Code	HQ0833
Service Approver (DoDAAC)	HQ0833
Service Acceptor (DoDAAC)	HQ0833

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor **shall** enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(b) (6)

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact:

(b) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

F. Electronic Fund Transfer: COMPANY must be enrolled in EFT by contacting the paying office designated in the Agreement and requesting Form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the COMPANY and the COMPANY’s financial institution, and returned to the paying office. The paying office will complete the process and notify the COMPANY that EFT enrollment is complete. All payments under this agreement will be held until the COMPANY provides the required EFT enrollment information.. The CAGE Code and DUNS number for the COMPANY are as follows: CAGE Code: 1UHK0; DUNS number: 021104794. Registration in the System Award for Management (SAM) is mandatory.

G. Limitation of Funds: Except as set forth in Article V, the Government’s financial liability will not exceed the

amount obligated under this Agreement and available for payment.

H. Intentionally Left Blank.

ARTICLE V: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

Any disagreement, claim or dispute between the ACC-NJ and the COMPANY concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under this article constitute the basis for relief under this article unless the Chief of the Contracting Office, ACC-NJ in the interest of justice waives this requirement.

Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party through the cognizant AO in writing documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought, and documenting the rationale as to why the clarification/remedy is appropriate. Within ten (10) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by the Chief of the Contracting Office, ACC-NJ. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The Chief of the Contracting Office, ACC-NJ, will conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such position. Any such decision is final and binding, unless a Party shall, within thirty (30) calendar days request further review as provided by this article.

If requested within thirty (30) calendar days of the decision by the Chief of the Contracting Office, ACC-NJ, further review will be conducted by the President of the COMPANY Board and the ACC-NJ Director of Contracting. In the event of a decision, or in absence of a decision within sixty (60) calendar days of referral to the President of the COMPANY Board and the ACC-NJ Director of Contracting (or such other period as agreed to by the parties), either party may pursue any right or remedy provided by law. Alternatively, the parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve this dispute.

C. Limitation of Liability and Damages

In no event shall the liability of the COMPANY exceed the funding received for their performance of this Agreement.

No Party shall be liable to any other Party for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party) or otherwise, except to the extent such damages are caused by a Party's willful misconduct; Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

ARTICLE VI: CONFIDENTIAL INFORMATION

A. Definitions

“Disclosing Party” means COMPANY, or their subcontractors or suppliers, or the Government who discloses Confidential Information as contemplated by the subsequent Paragraphs.

“Receiving Party” means COMPANY, or their subcontractors or suppliers, or the Government who receives Confidential Information disclosed by a Disclosing Party.

“Confidential Information” means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. “Confidential Information” includes any information and materials considered a Trade Secret by the COMPANY on its own behalf or on behalf of their subcontractors or suppliers.

“Trade Secret” means all forms and types of financial, business, scientific, technical, economic, or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

- (a) The owner thereof has taken reasonable measures to keep such information secret; and
- (b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

B. Exchange of Information: The Government may from time to time disclose Government Confidential Information to the COMPANY and its subcontractors or suppliers, in connection with a particular project, and the COMPANY and its subcontractors or suppliers, may from time to time disclose information that is Trade Secret or Confidential Information to the Government in connection with the OTA or performance thereunder. Neither the Government nor COMPANY or their subcontractors or suppliers shall be obligated to transfer Confidential Information or Trade Secrets independently developed by the Government or the COMPANY or their subcontractors or suppliers, absent an express written agreement between the Parties providing the terms and conditions for such disclosure.

C. Confidentiality and Authorized Disclosure: The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (no one shall disclose unless they have the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential Information and Trade Secrets shall not be disclosed, divulged, or otherwise communicated by it to third parties or used by it for any purposes other than in connection with specified project efforts and the licenses granted in Article IX, Patent Rights, and Article VIII, Data Rights, provided that the duty to protect such “Confidential Information” and “Trade Secrets” shall not extend to materials or information that:

- (a) Are received or become available without restriction to the Receiving Party under a proper, separate agreement,
- (b) Are not identified with a suitable notice or legend per Article entitled "Confidential Information" herein,

- (c) Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
- (d) Are or later become part of the public domain through no fault of the Receiving Party,
- (e) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
- (f) Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records,
- (g) Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

D. Return of Proprietary Information: Upon the request of COMPANY, the Government shall promptly return all copies and other tangible manifestations of the Confidential Information or Trade Secrets disclosed. Upon request by the Government, COMPANY shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed by the Government. As used in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

E. Term: Except to the extent covered by and subject to other provisions of this Agreement or the specific Project Agreement, the obligations of the Receiving Party under this Article shall continue for a period of five (5) years after the expiration or termination of this Agreement.

The Government and the COMPANY shall flow down the requirements of this Article VI to their respective personnel, agents, partners, and team members receiving such Confidential Information or Trade Secrets under this OTA.

ARTICLE VII: PUBLICATION AND ACADEMIC RIGHTS

A. Use of Information: Subject to the provisions of Article VI, Confidential Information, and Article VII, Publication and Academic Rights at paragraph 9.2, the COMPANY and the Government shall have the right to publish or otherwise disclose information and/or data developed by the Government and/or the respective COMPANY under this Agreement. The COMPANY and the Government (and its employees) shall include an appropriate acknowledgement of the sponsorship of the Research Projects by the Government and the COMPANY in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph 9.1, alone, to disclose any Confidential Information or Trade Secrets of the Government or the COMPANY.

B. Classified Research Projects: If a release of Confidential Information or Trade Secrets is for a classified Research Project, the provisions of the DoD Security Agreement (DD Form 441), Certificate Pertaining to Foreign Interests (SF 328), and the DoD Contract Security Classification Specification (DD Form 254) apply. The Government will be responsible for the completion of the DD Form 254. The COMPANY member must complete the DD Form 441 and SF 328 and provide them to the Government through for review by the proper Government representatives, the Industrial Security Representative at the cognizant Defense Security Service (DSS) office for DD Form 441 and SF 328 and the VRA's local Security office for the DD Form 254.

C. Review or Approval of Technical Information for Public Release.

- (a) At least 30 days prior to the scheduled release date, COMPANY shall submit to the AO two copies of the information to be released along with Clearance of Technical Information for Public Release Form

INME-PIC-IM Form 3002, 1 MAR 2011, who will route the information to the AOR and other appropriate parties for review and approval.

The AOR is hereby designated as the approval authority for the AO for such releases.

(b) Where the COMPANY has Academic Research Institutions performing fundamental research on campus, the COMPANY shall require the same to provide papers and publications for provision to the AOR, through the AO, for review and comment 30 days prior to formal paper/publication submission. However, if that Academic Research Institution incorporates into its research results or publications artifacts produced by and provided to these institutions by the COMPANY on behalf of other non-educational institutions or has authors listed on the paper who are not employees or students of the Academic Research Institution then the procedures in PARAGRAPH (a) ABOVE must be followed.

(c) Parties to this Agreement are responsible for assuring that an acknowledgment of government support will appear in any publication of any material based on or developed under this OTA, using the following acknowledgement terms:

“Effort sponsored by the U.S. Government under Other Transaction number W15QKN-17-9-1028 between the TransVoyant LLC and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”

(d) Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

“The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government.”

The COMPANY shall flow down these requirements to its partners and team members, at all tiers.

D. Filing of Patent Applications. During the course of any such thirty (30) calendar day period, the COMPANY and/or the Government shall provide notice to the AO as to whether it desires that a patent application be filed on any invention disclosed in such materials. In the event that a COMPANY and/or the Government desires that such a patent be filed, the COMPANY or the Government proposing to publish or disclose such materials agrees to withhold publication and disclosure of such materials until the occurrence of the first of the following:

(a) Filing of a patent application covering such invention, or

(b) Written agreement, from the AO and the COMPANY that no patentable invention is disclosed in such materials.

(c) Further, during the course of any such thirty (30) calendar day period, the COMPANY shall notify the AO and the Government if it believes any of its Confidential Information or Trade Secrets have been included in the proposed publication or disclosure and shall identify the specific Confidential Information or Trade Secrets that need to be removed from such proposed publication. The Government and the COMPANY agree to remove from the proposed publication or disclosure all such Confidential Information or Trade Secrets so identified by the COMPANY.

ARTICLE VIII: DATA RIGHTS

A. Definitions

“Commercial Computer Software” as used in the Article is defined in DFARS 252-227-7014(a)(1) (Jun 1995).

“Commercial Computer Software License” means the license terms under which Commercial Computer Software is sold or offered for sale, lease or license to the general public.

“Computer Data Base” as used in this Agreement, means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

“Computer program” as used in this Agreement means a set of instructions, rules, or routines in a form that is capable of causing a computer to perform a specific operation or series of operations.

“Computer software” as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” as used in this Article of this Agreement, means computer software, computer software documentation, form, fit and function data, and technical data as defined in this Article.

“Form, fit and function data” means technical data that describes the required overall physical, functional and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

“Government purpose rights” means the rights to use, modify, duplicate or disclose the “Data” licensed with such rights under this Agreement within the Government for United States Government purposes only; and to release or disclose data outside the Government to any authorized persons pursuant to an executed non-disclosure agreement for such persons’ use, modification, or reproduction for United States Government purposes only. United States Government purposes include Foreign Military Sales purposes and competitive re-procurement.

“Limited rights” as used in this Article is as defined in DFARS 252.227-7013(a)(14).

“Restricted rights” as used in this Article is as defined in DFARS 252.227-7014(a)(15).

“Specially Negotiated License Rights” are those rights to Data that have been specifically negotiated between the Government and the COMPANY.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

“Unlimited rights” means the rights to use, modify, duplicate, release, or disclose Data, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

B. Data Categories:

1. Category A is Data developed and paid for totally by non-governmental funds, whether pre-existing or concurrently developed proprietary data, trade secret data, or data related to COMPANY products. The COMPANY retains all rights to Category A Data.

2. Category B is any Data developed under this Agreement, using Government funds, which cannot be disclosed without compromising the Category A data.

3. Category C is any COMPANY developed Data, excluding Category A and B data, developed during the performance of work under this Agreement.

4. Category D is third party proprietary data used in performance of work under this Agreement, including but not limited to, technical data, software, trade secrets and mask works.

Any Data developed outside of this Agreement with Government funding in whole or in part under a Government agreement, contract or subcontract shall have the rights negotiated under such prior agreement, contract or subcontract; the Government shall get no additional rights in such Data under this Agreement.

C. Allocation of Principal Rights

1. The parties agree that in consideration for the Government's funding, and in lieu of any Government rights to Category A, B or D data (except as contained in paragraph 4 below), the COMPANY intends to reduce to practical application materials and processes developed under this Agreement.

2. No deliveries to the Government of Category A and B data are contemplated or required under this Agreement. The Government reserves the right to negotiate certain rights in Category A and B data with the owner of the data.

3. The Government shall have immediate and irrevocable Government Purpose Rights to all Category C Data.

4. The COMPANY shall deliver third-party computer software, Category D data, as required for the performance or operation of other computer software required to be delivered in the performance of this Agreement, with such rights as it is able to negotiate with the software vendor.

5. Data that will be delivered, furnished, or otherwise provided to the Government under this Agreement, in which the Government has previously obtained rights, shall be delivered, furnished, or provided with the pre-existing rights, unless (a) the parties have agreed otherwise, or (b) any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(b) (4)



(b) (4)



E. Marking of Data: Any Data delivered under this Agreement shall be marked with the following legend: "This data is being delivered as Category (insert category) Data, as defined in Agreement W15QKN-17-9-1028. Use, duplication, or disclosure is subject to the restrictions as stated in Agreement W15QKN-17-9-1028 between the COMPANY and the Government."

In the event that the COMPANY learns of a release to the Government of its unmarked Data that should have contained a restricted legend, the COMPANY will have the opportunity to cure such omission going forward by providing written notice to the AO within six (6) months of the erroneous release.

F. Prior Technology

1. In the event it is necessary for the COMPANY to furnish the Government with Data which existed prior to, or was produced outside of this Agreement, and such Data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such Data is so identified with a suitable notice or legend, the Data will be maintained in confidence and disclosed and used by the Government and such Government Contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of nondisclosure agreements by such Government Contractors or contract employees. The COMPANY shall not be obligated to provide Data that existed prior to, or was developed outside of this Agreement to the Government. Upon completion of activities under this Agreement, such Data will be disposed of as requested by the COMPANY.

2. Oral and Visual Information: If information which the COMPANY considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is expressly disclosed orally or visually directly to the Government, the exchange of such information must be memorialized in tangible, recorded form and marked with a suitable notice or legend, and furnished to the Government within thirty (30) calendar days after such oral or visual disclosure, or the Government shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information. If the Government reasonably determines that the memorialization of the exchange is insufficiently detailed to enable it to identify the privileged or confidential information, COMPANY shall provide additional detail at the Government's request, subject to restrictions on use and disclosure.

3. Disclaimer of Liability: Notwithstanding the above, the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:

(a) Data not identified with a suitable notice or legend as set forth in this Article; nor

(b) Information contained in any Data for which disclosure and use is restricted, if such information is or becomes generally known without breach of the above, is properly known to the Government or is generated by the Government independent of carrying out responsibilities under this Agreement, is rightfully received from a third party without restriction, or is included in Data which the COMPANY has furnished, or is required to furnish to the Government without restriction on disclosure and use.

Notwithstanding F.3.(a) of this Article above, if the COMPANY cures the omission of the suitable notice or legend, the restrictions, and related liability for disclosure and use of such information shall apply after cure unless it is then unrestricted under F.3(b) of this Article above.

G. Copyright

The COMPANY reserves the right to protect by copyright works developed under this Agreement. All such copyrights will be in the name of the COMPANY or the author, as determined by COMPANY policies. The COMPANY hereby grants to the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed (excluding Data) under this Agreement to which it owns the copyright, and to authorize others to do so.

H. Lower Tier Agreements

The COMPANY shall include this Article, suitably modified to identify the parties, in all, subcontracts or lower tier agreements, regardless of tier, or experimental, developmental, or research work.

I. Survival Rights

Provisions of this Article shall survive termination of this Agreement.

ARTICLE IX: PATENT RIGHTS

A. Definitions

“Invention” means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

“Made” when used in relation to any invention means the conception or first actual reduction to practice of such invention.

“Practical application” means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and in each case, under such conditions as to establish that the invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

“Subject invention” means any invention of the COMPANY conceived or first actually reduced to practice in the performance of work under this Agreement.

"Background Invention" means any invention made by the COMPANY, or their subcontractors of any tier, prior to performance of the Agreement or outside the scope of work performed under this Agreement.

B. Allocation of Principal Rights

The COMPANY shall retain the entire right, title, and interest throughout the world to each subject invention consistent with the provisions of this Article, and 35 U.S.C § 202. With respect to any subject invention in which the COMPANY retains title, the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the subject invention throughout the world. The COMPANY may elect to provide full or partial rights that it has retained to other parties.

C. Invention Disclosure, Election of Title, and Filing of Patent Application

1. The COMPANY shall disclose each subject invention to the Government within four (4) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to the Government shall be in the form of a written report and shall identify the Agreement under which the invention was made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication,

sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure.

2. If the COMPANY determines that it does not intend to retain title to any such invention, the COMPANY shall notify the AO, in writing, within nine (9) months of disclosure to the ACC-NJ Contracting Activity. However, in any case where public disclosure by the inventor has initiated the one (1) year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice shall be in no event less than 60 days prior to the one (1) year statutory bar date.

3. The COMPANY shall file its initial patent application on a subject invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to a publication, or sale, or public use. The COMPANY may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten (10) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

4. After considering the position of the COMPANY, a request for extension of the time for disclosure election, and filing under this Article IX, paragraph C, may be approved by ACC-NJ Contracting Activity, which ACC-NJ approval shall not be unreasonably withheld.

D: Conditions When the Government May Obtain Title

Upon the Government's written request, the COMPANY shall convey title to any Subject Invention to the Government under any of the following conditions:

1. If the COMPANY fails to disclose (and does not correct such failure within thirty (30) days after notice of such failure from the Government) or elects not to retain title to the Subject Invention within the times specified in Article IX, paragraph C.; provided, that the Government may only request title within sixty (60) calendar days after learning of the failure of the COMPANY to disclose or elect within the specified times.

2. In those countries in which the COMPANY fails to file patent applications within the times specified in Article IX, paragraph C; provided, that if the COMPANY has filed a patent application in a country after the times specified in Article IX, paragraph C, but prior to its receipt of the written request by the Government, the COMPANY shall continue to retain title in that country; or

3. In any country in which the COMPANY decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a Subject Invention.

E: Minimum Rights to the COMPANY and Protection of the COMPANY's Right to File:

1. The COMPANY shall retain a nonexclusive, royalty-free license throughout the world in each Subject Invention to which the Government obtains title. The COMPANY license extends to the domestic (including Canada) subsidiaries and affiliates, if any, within the corporate structure of which the COMPANY is a party and includes the right to grant licenses of the same scope to the extent that the COMPANY was legally obligated to do so at the time the Agreement was awarded. The license is transferable only with the approval of the Government, except when transferred to the successor of that part of the business to which the invention pertains. The Government approval for license transfer shall not be unreasonably withheld.

2. The COMPANY domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 401. This license shall not be revoked in that field of use or the geographical areas in which the COMPANY has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Government to the extent the COMPANY, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the Government shall furnish the COMPANY a written notice of its intention to revoke or modify the license, and the COMPANY shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

F. Action to Protect the Governments Interest:

1. The COMPANY agrees to execute or to have executed and promptly deliver to the Government all instruments necessary to: 1. establish or confirm the rights the Government has throughout the world in those Subject Inventions to which the COMPANY elects to retain title; and 2. convey title to the Government when requested under this Article and to enable the Government to obtain patent protection throughout the world in that Subject Invention.

2. The COMPANY agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified, as responsible for the administration of patent matters, and in a format suggested by the COMPANY, each Subject Invention made under this Agreement in order that the COMPANY can comply with the disclosure provisions under this Article. The COMPANY shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U. S. or foreign statutory bars.

3. The COMPANY shall notify the Government of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

4. The COMPANY shall include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement: "This invention was made with Government support under Agreement No. W15QKN-17-9-1028 awarded by USACC-NJ. The Government has certain rights in the invention."

G. Lower Tier Agreements: The COMPANY shall include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

H. Reporting on Utilization of Subject Inventions: The COMPANY agrees to submit, during the term of the Agreement, an annual report on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the COMPANY or licensees or assignees of the inventor. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the COMPANY, and such other data and information as the agency may reasonably specify. The COMPANY also agrees to provide additional reports as may be requested by the Government in connection with any march-in proceedings undertaken by the Government in accordance with paragraph G of this Article. Consistent with 35 U.S.C. 206, the Government agrees it shall not disclose such information to persons outside the Government without permission of the COMPANY.

I. Preference for American Industry: Notwithstanding any other provision of this Article, the COMPANY agrees that it shall not grant to any person the exclusive right to use or sell any Subject Invention in the United States or Canada unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention shall be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by the COMPANY that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

ARTICLE X: FOREIGN ACCESS TO TECHNOLOGY AND EXPORT CONTROL

1. Foreign Access to Technology

This Article X shall remain in effect during the term of this Agreement.

A. Definition

a) "Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

b) "Know-How" means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

c) "Technology" means discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this Agreement.

B. General: The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR Part 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR Part 770 et seq.)

C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

a) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C(b), C(c), and C(d) below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

(i) sales of products or components, or

(ii) licenses of software or documentation related to sales of products or components, or

(iii) transfer to foreign subsidiaries of the COMPANY member entities for purposes related to this Agreement, or

(iv) transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.

(v) releases pursuant to Article VII hereof ("Publication and Academic Rights")

b) The COMPANY shall provide timely notice to the Government of any proposed transfers of Technology developed under this Agreement to Foreign Firms or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the COMPANY and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the COMPANY.

c) In any event, the COMPANY shall provide written notice to the Government AO's Representative and AO of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the COMPANY's written notification, the Government AO shall advise the COMPANY whether it consents to the proposed transfer. In cases where the Government does not concur or if within sixty (60) calendar days after its receipt the Government has provided no decision, the COMPANY may utilize the procedures under Article V, Disputes. No transfer shall take place until a decision is rendered.

d) In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the government takes place, the COMPANY shall (a) refund to the Government those funds paid under this OTA for the development of the Technology and (b) provide to the Government a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the COMPANY shall obtain and provide written confirmation of such licenses.

D) Lower Tier Agreements

The COMPANY shall include this Article, suitably modified, to identify the Parties, in all Project Agreements or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

2. Export Control

A. Export Compliance.

Each Party agrees to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120 et seq. ; and the Export Administration Act, 50 U.S.C. app. § 2401-2420. Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Agreement. Accordingly, the COMPANY shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations.

B. Flowdown.

The COMPANY shall include this Article, suitably modified, to identify all Parties, in all lower tier agreements. This Article shall, in turn, be included in all sub-tier subcontracts or other forms of lower tier agreements, regardless of tier.

ARTICLE XI: OPSEC

- (a) Access and General Protection/Security Policy and Procedures. All contractor employees, including subcontractor employees, shall comply with all installation and facility access and local security policies and procedures (provided by Government representative), and security/emergency management exercises. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce shall comply with all personal identity verification and accountability requirements as directed by DoD, HQDA, and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. During FPCONs Charlie and Delta, services/installation access may be discontinued/postponed due to higher threat. Services will resume when FPCON level and/or threat is reduced to an acceptable level as determined by the Installation Commander. Contractor person working on an installation shall participate in the installation Random Antiterrorism Measures Program as directed. Contractor shall be subject to and comply with vehicle searches, wearing of ID badges, etc.
- (b) iWatch (See Something, Say Something) Training: All contractor employees, including subcontractor employees, shall receive training and participate in the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the AOR. This training shall be completed within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, and then annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the AOR within 14 calendar days after completion of training by all employees and subcontractor personnel.
- (c) Access to DoD Facility or Installation: All contractor employees, including subcontractor employees, shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13); applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by the AOR).
- (d) Information Management Army Information Technology/IA: The contractor shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using the applicable standards of For Official Use Only (FOUO) information. All Controlled Unclassified

Information (documents designated as FOR OFFICIAL USE ONLY and/or LIMITED DISTRIBUTION) shall be submitted by a controlled means using UPS mail, Safe Access File Exchange (SAFE) website and/or DoD Army approved encryption software as per AR 25-1.

- (e) For Official Use Only Information (FOUO) and Controlled Unclassified Information (CUI): Contract personnel shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using applicable standards of FOUO and CUI.
- (f) OPSEC Training: In accordance with AR 530-1 (or DoDM 5205.02-M), new contractor employees, including subcontractor employees, shall complete initial OPSEC training within 30 calendar days of award and must also complete annual OPSEC awareness as provided by the appropriately designated OPSEC level II trained OPSEC Officer/Coordinator. The contractor shall arrange training through the AOR.
- (g) Public Release of Information: In accordance with AR 530-1 (or DoDM 5205.02-M), an OPSEC review will be performed by the Government prior to all public release of information. All Government information intended for public release by a contractor shall undergo a Government OPSEC review prior to release. The OPSEC review will be performed as part of the Public Review Process described in Article VII.

ARTICLE XII: TITLE AND DISPOSITION OF PROPERTY

A. Definitions

In this Article, "property" means any tangible personal property other than property actually consumed during the execution of work under this Agreement.

B. Title to Property

No significant items of property are expected to be acquired under this Agreement by the COMPANY. Title to any item of property valued \$10,000 or less that is acquired by the COMPANY in performance of the Prototype Project covered by this Agreement shall remain with the COMPANY with no further obligation of the Parties unless otherwise determined by the AO. Should any item of property with an acquisition value greater than \$10,000 be required, the COMPANY shall obtain prior written approval of the AO. Title to this property shall also remain with the COMPANY. The COMPANY shall be responsible for the maintenance, repair, protection, and preservation of all such property at its own expense. Property acquired pursuant to this clause shall not be considered as in exchange for services in performance of the project, but shall be considered a Government contribution to the project.

ARTICLE XIII: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the COMPANY and the ACC-NJ Agreements Officer designated in this Agreement. By executing this agreement, the COMPANY affirms that it is a non-traditional defense contractor and, as a result, is eligible to be awarded this Agreement.

(End of Summary of Changes)