

BMS 6.8.0 INDEPENDENT CONTRACTOR PROVISIONS

I. INTRODUCTION

The following provisions (hereinafter referred to as the “Independent Contractor Provisions”), including any modification(s) or amendment(s) thereto, are incorporated into Independent Contractor engagement letter (the most current version of BMS Form 10.5.1) (hereinafter referred to as the “Letter”) attached hereto, and shall apply in full force and effect to the signatory to the Letter (hereinafter referred to as the “Independent Contractor”) during the performance of services (hereinafter referred to as “Work”) for TekSynap Corporation (hereinafter referred to as “TekSynap”) under the Letter’s listed assignment (hereinafter referred to as “Assignment”). Work under the Assignment will be authorized by TekSynap through the issuance of Purchase Order(s) (hereinafter “PO”) to the Independent Contractor.

By signing the Letter and/or commencing Work against an issued PO, the Independent Contractor warrants that it has completed and submitted IRS Form SS-8 entitled Determination of Worker Status. TekSynap will accept previous IRS determination letters as long as the work being performed for TekSynap is within the same service designation. The successful submission of Form SS-8 shall result in a determination permitting the classification of your services performed hereunder as an those of an Independent Contractor. TekSynap requires a copy of the determination letter from the IRS to be on file with our contracting office. The Independent Contractor shall email determination letters to contracts@teksynap.com within six (6) months of the commencement of services.

II. CONFIDENTIAL INFORMATION

"Confidential Information" means information relating to the present or planned business of the TekSynap, our vendors, customers, or other third parties that has not been released publicly by authorized representatives of TekSynap. This information may include, but not be limited to, trade secrets, know-how, inventions, patents and trademarks, copyrights, business development, marketing and sales programs, purchasing manners and methods, the identity and addresses of actual or potential customers, customer and supplier/vendor information, personnel information, compensation information, training programs and materials, pricing information, financial data, regulatory approval strategies, results of investigations, research, testing methodologies and results, certain computer programs, manufacturing methods and processes, technologies and protocols, product development strategies and processes, safety information, programs and protocols, product design and related items used by the Company in its business.

As an Independent Contractor with TekSynap, you may be permitted access to and use of Confidential Information. You agree that: (i) the Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) the Confidential Information is, and has been, subject to efforts by TekSynap, its vendors, customers or other third parties to maintain its secrecy that are reasonable under the circumstances. You agree that unless you first obtain the Company's written consent, you will not disclose or use at any time, any Confidential Information, or any notes, extracts or summaries derived in any way from Confidential Information, during your Assignment and for two (2) years following the Assignment End Date. You further agree to take all appropriate steps to safeguard Confidential Information and to protect it against disclosure

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or misuse. Upon completion of your Assignment, or if any PO(s) issued for your Assignment is terminated for any reason, you will immediately return to the Company all written or recorded material Confidential Information (in any format whatsoever, including computerized) obtained through your Assignment including, but not limited to, customer lists, correspondence, files, records, or any other document or record containing Confidential Information.

III. ETHICS AND BUSINESS PRACTICES

TekSynap is fully committed to ethical business practices in delivery of value to our customers. Independent Contractors may not engage in illegal activities or do business with parties or persons upon whom sanctions have been imposed by the US Government, and agree to comply with all federal, state and local laws and regulations applicable to your performance of Work. You also agree to follow all identified business practices in this provision as they relate to ethical behavior. The Federal Government has very specific expectations regarding ethical conduct regarding individuals working on government funded projects. What may be acceptable from a commercial perspective may not be acceptable for a government contractor. As a deliverer of services to TekSynap and the Federal Government, you agree to accurately report your time through TekSynap’s electronic timesheet system and to allocate charges accurately to efforts worked.

TekSynap is committed to compliance with the Federal Acquisition Regulations (FAR) Part 3. As an Independent Contractor performing Work where the end customer is the Federal Government, you must comply with all such provisions, which include but are not limited to the following:

- a. Gratuities – Independent Contractors shall not offer, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value to any Government employee where a business relationship exists.
- b. Kickbacks – Independent Contractors shall not be involved in any transaction involving a kickback to the Government, or a higher or lower-tier contractor. A kickback shall mean; any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any Government employee, prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or subcontract.
- c. Influencing a Transaction – Independent Contractors shall not use appropriated funds from a contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any contract, grant, loan or cooperative agreement. As required for each proposal submittal, the Independent Contractor shall certify that no appropriated funds have been paid or will be paid to influence transactions. As required for each proposal submittal, the Independent Contractor shall disclose if any funds other than appropriated funds have been paid, or will be paid, to any aforementioned individual to influence transactions. Exceptions to this prohibition are:
 - Payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered action if the payment is for agency and legislative liaison activities not directly related to a covered action.
 - Any reasonable payment to a person if the payment is for professional or

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technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that action, or for meeting requirements imposed by or pursuant to law as a condition for receiving that action.

- d. Collusion – the Independent Contractor shall not collude with another party on any agreement or in response to a solicitation with the intent to eliminate competition or restrict trade. No disclosure of pricing or any other technical or management approach shall be disclosed to any person outside of TekSynap or the client. This prohibition does not apply to partnering agreements, but all such partnering agreements shall be disclosed to the client of the solicitation.
- e. Disclosure – the Independent Contractor shall not disclose pricing information or any other technical or management approach, unless specifically directed by TekSynap.
- f. Solicitation of Government Officials – the Independent Contractor shall not attempt to hire or compensate in any manner a former official of an agency for a period of one year after said former official has left the agency.
- g. Contingent Fees – Independent Contractors shall not employ or retain any person or agency to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. A bona fide employee or agency means a person or established commercial or selling agency, maintained by the Independent Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- h. Government Conflicts of Interest:
 - Independent Contractor shall not knowingly award a contract to a Government employee or to a business concern or other organization owned or substantially owned or controlled by one or more Government employees.
 - Independent Contractor shall also disclose to TekSynap the existence of a personal conflict of interest as provided in FAR Subpart 3.11, or the existence of an actual or perceived organizational and/or consultant conflict of interest as provided in FAR Subpart 9.5. In the event the Government does not agree that any such conflict of interest cannot be mitigated, TekSynap shall have the right to terminate any Assignment affected by such conflict of interest.

As a condition of your contract, you may be required to sign a Non-Disclosure Agreement before being given access to information or information processing facilities which are classified by the organization as Confidential, Secret, Top Secret or otherwise noted.

TekSynap prohibits the use, possession, distribution or sale of illegal drugs or alcohol on TekSynap, customer or Government premises, and in vehicles or any other location, while the Independent Contractor performs Work under an Assignment. The continued success of TekSynap is dependent upon our customers' trust and we are dedicated to preserving that trust. As an Independent Contractor performing Work for TekSynap on an Assignment, you agree to act in a way that will merit the continued trust and confidence of TekSynap, TekSynap's vendors, customers and the public. Ethics violations will result in possible termination of the Independent

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Contractor's Assignment, to include any remedies available to TekSynap under these provisions or at law or equity. Material violations will be reported to the Government for further actions to include possible prosecution if fraudulent actions are determined to have occurred.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with TekSynap management. Any Independent Contractor who is working on a government contract and have knowledge of unethical conduct or actions should immediately notify TekSynap's Executive Management (CEO or President) and/or directly to the Federal government hotline (800- 424-9098). All calls to the Federal government hotline are maintained as confidential calls.

IV. CONFLICTS OF INTEREST

The Independent Contractor has an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. These Independent Contractor Provisions establish only the framework within which TekSynap wishes the business to operate. The purpose of these guidelines is to provide general direction so that the Independent Contractor can seek further clarification on issues related to the subject of acceptable standards of operation. Contact TekSynap management for more information or questions about conflicts of interest.

Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the Independent Contractor.

An actual or potential conflict of interest occurs when the Independent Contractor is in a position to influence a decision that may result in a personal gain for that Independent Contractor or for a relative as a result of TekSynap's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Independent Contractor is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if the Independent Contractor has any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Executive Management of TekSynap as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where the Independent Contractor or relative has a significant ownership in a firm with which TekSynap does business, but also when an Independent Contractor or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving TekSynap.

V. BACKGROUND CHECKS AND SITE CLEAN UP

(ONLY APPLICABLE IF DESIGNATED IN THE BMS 2.5.0 ENGAGEMENT LETTER)

Subcontractor, with respect to the following requirements in this Section (collectively, "Background Checks") and subject to any federal, state, or local laws, rules or regulations which may limit any Subcontractor action otherwise required by this section, shall:

- a) make all reasonable and legally permitted efforts, including checking the background, and verifying the personal information to determine all information necessary to verify

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whether any Subcontractor employee, contractor or Subcontractor and any employee or agent of any Subcontractor contractor or Subcontractor (“Supplier Person”) whom Subcontractor proposes to have perform any Service that permits Physical Entry or virtual or other access to Customer’s systems, networks, or Information (“Access”) at any time during the term:

- i. has been convicted of any felony, or has been convicted of any misdemeanor involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution, or crimes involving unlawful possession or use of a dangerous weapon (“Conviction”) or
 - ii. is identified on any government registry as a sex offender (“Sex Offender Status”); and
- b) in addition to the requirements of (i), perform a Drug Screen on any Subcontractor Person whom Subcontractor proposes to have Physical Entry onto Customer’s premises and not permit any such Subcontractor Person presenting a positive Drug Screen to have Physical Entry onto Customer’s premises.

Subcontractor shall comply with the obligations of Subsections a(i) and a(ii) above through the use of Contractor’s third-party service, Screening and Selection Services with ADP, which shall perform a review of applicable records. Subcontractor is responsible for creating “Screening and Selection” administrator accounts within the ADP Screening and Selection Services system. Contractor shall facilitate the creation of Subcontractor child accounts. Subcontractor agrees to administer and process their personnel, as well as underwriting the associated fees. Contractor currently uses ADP’s Order Builder (identifies where to search), ADP Crim Radar, SSN Death aster Search, Up to 3 County Criminal Court Record(s), and Federal Criminal check for those counties, states, and federal court districts in which a proposed Supplier Person has identified as having resided, worked, or attended school in the previous seven (7) years, unless a shorter period is required by any federal, state, or local law. Prime Contractor reserves the right to change the background check procedure and/or systems at any time, for any reason.

- c) Subcontractor acknowledges and agrees that it is Subcontractor’s sole and exclusive responsibility to determine whether a Subcontractor’s Person’s Conviction or Sex Offender Status has a reasonable relationship to the individual’s fitness or trustworthiness to perform the Service, subject to any federal, state, or local restrictions on the consideration of criminal convictions in making employment decisions and whether such Supplier Person should be permitted Access during the term under the terms of this Agreement and in compliance with all federal, state, and local laws, unless an exception is granted by Contractor under paragraph e. of this Section.
- d) Subcontractor represents and warrants to Contractor that, to the best of its knowledge, no Subcontractor Person has (i) falsified any of his or her Identification Credentials, or (ii) failed to disclose any material information in the hiring process relevant to the performance of any Service. Subcontractor shall not permit any Subcontractor Person who has falsified such Identification Credentials or failed to disclose such information to perform any Service that permits Access.
- e) The following definitions apply:

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- i. “Physical Entry” means that an individual (i) is permitted to bodily enter, on an unsupervised (or badged) basis, into secured areas not available to the general public, or (ii) is permitted on a regular basis to have supervised or escorted bodily access into secured areas not available to the general public for more than thirty (30) days in the aggregate annually.
- ii. “Identification Credentials” includes, with respect to each Supplier Person, his or her Social Security number, driver’s license, educational credentials, employment history, home address, and citizenship indicia.
- iii. “Drug Screen” means the testing of any individual for the use of illicit drugs (including opiates, cocaine, cannabinoids, amphetamines, and phencyclidine (PCP)).

The failure of Subcontractor to comply with the requirements of this Section shall be considered a material breach of this Agreement. Notwithstanding any of the foregoing, exceptions for individual Subcontractor Persons may be granted by Contractor on a case-by-case basis.

The Contractor reserves the right to direct any employee of the Subcontractor to be removed from performance, direct or indirect, for reason of security violation(s) whether or not deemed of sufficient severity to warrant action to terminate the Subcontractor’s or individual’s security clearance. The Contractor also reserves the right to direct any employee of the Subcontractor to be removed for any investigation of alleged misconduct, which may, in the opinion of the Contractor, jeopardize the security of the project.

Site Clean-Up:

Upon completion of the Work, Subcontractor shall remove promptly all implements, surplus materials and debris. Cleanliness within VA Hospitals, clinical areas and treatment facilities is of paramount importance. Patient care facilities and work areas shall be kept clean and free of obstacles and debris through the day and maintained each day. Upon completion of each day, site personnel must clean, remove and dispose of all work supplies, tools, materials and debris.

VI. NON-COMPETITION AND NON-SOLICITATION

A. Noncompetition and Non-Solicitation – Definitions

- 1. For purposes of these provisions, the following definitions apply to “Services” provided by the Company:
 - i. Systems Integration
 - ii. Program Management
 - iii. Application Development
 - iv. IT Operations Support
 - v. IT Services for Biomedical Research, Health Sciences, and Healthcare
 - vi. Cloud Integration using VMware cloud solutions, Microsoft Office 365 and Azure
 - vii. Audio Visual/Video Teleconferencing
 - viii. WIFI Services

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2. "Competitive Business" is defined to mean any company, individual, or entity that provides the same or similar Services that the Company currently provides.
3. "Geographic Area" is defined to include:
 - i. Virginia
 - ii. Maryland
 - iii. District of Columbia
4. "Restrictive Period" is defined as the terms of these Independent Contractor Provisions and for twelve (12) months after the Independent Contractor Assignment ends.
5. "Capacity" is defined as owner, partner, employee, contractor, or subcontractor.
6. "Relationship" is defined to include contractual, at will or other written or verbal arrangement.

B. Noncompetition

You agree that TekSynap's relationships with its customers are important for the continued success of TekSynap and that TekSynap expends substantial resources in developing and maintaining its customer relationships. You also agree that during the term of the Independent Contractor Assignment period, you may acquire, have access to, develop, and be entrusted with knowledge of trade secrets and other Confidential Information. To protect these relationships and Confidential Information, you agree that during the Restrictive Period and within the Geographic Area, you will not, without TekSynap's express written consent:

1. Enter into a Relationship in any Capacity with any Competitive Business to provide the same or substantially similar Services that you are providing to TekSynap under the terms of your Independent Contractor Assignment.
2. Enter into a Relationship in any Capacity with any prime contractor, subcontractor or other party on the name of the contract/program and/or with the Department/Agency, as specified in your Letter or associated Purchase Order, to provide the same or substantially similar Services that TekSynap is providing to said prime contractor, subcontractor or Department/Agency on the said name of the contract or program specified in your TekSynap Independent Contractor Letter or associated Purchase Order.
3. Enter into a Relationship in any Capacity with any company, entity, or individual to which you were introduced or with which you had contact as a result of your engagement as an Independent Contractor for TekSynap to provide the same or substantially similar Services that you provided to TekSynap under the terms of your Independent Contractor Assignment.
4. Assist any Competitive Business with a competitive or noncompetitive bid or proposal relating to the same or substantially similar Services that TekSynap is providing to the Department/Agency on the name of the contract/program, as specified in your Letter, for any program or contract that TekSynap has identified as a target to pursue during the term of the Assignment period.
5. This provision is not intended to prohibit you from entering into a Relationship with any Competitive Business as long as you comply with Sections (a) through (d) or obtain the Company's written consent to waive Sections (a) through (d).

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You agree that if a breach of this Noncompetition clause were to occur, it would be difficult to determine actual damages. Based on information presently known you agree that one year of the expected revenue from program under competition is a reasonable estimate of the damages that would accrue if a breach occurred in the future. You agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty but represent fair and reasonable compensation for the potential wrong.

You also agree that during the Restricted Period, you will disclose promptly and in writing to TekSynap the identity of any organization or entity in a business competitive with TekSynap's business with which you become associated as an Independent Contractor for that organization or entity.

C. Non-solicitation

You agree that during the Restrictive Period, you shall not, either directly or through the use of another individual, entity, or company, for your own benefit or for the benefit of any other entity:

7. Solicit, recruit, entice, or persuade any customer, client, vendor, or business partner of TekSynap to terminate, withdraw, suspend, or curtail its contractual or other existing arrangement with the Company, to not enter into a future contractual or other arrangement with TekSynap, or otherwise interfere with the relationship between TekSynap and the customer, client, vendor, or business partner; and
8. Solicit, recruit, entice, or persuade any individual who was employed or utilized as a contractor by TekSynap to leave their employment or arrangement with TekSynap to accept employment or contract with you or any other entity; provided, however, that this subsection does not prohibit employees or contractors who have been terminated by TekSynap or through general advertising not targeted to the specific individual.
9. You agree that if a breach of this Non-solicitation clause were to occur, it would be difficult to determine actual damages. You therefore agree that any breach will render you liable to TekSynap for liquidated damages in the amount of ten thousand dollars (\$10,000) per violation or the value of the revenue that would have been received by TekSynap in the absence of any interference, whichever is greater. You agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty but represent fair and reasonable compensation for the potential wrong.

Since a breach of this Noncompetition and Non-solicitation clause may not adequately be compensated by money damages, you agree that the Company shall be entitled, in addition to any other remedy available to it, to a court order restraining or preventing an actual or threatened violation of these Independent Contractor Provisions, and you consent and agree to the issuance of such an order.

If the restrictions set forth in this Noncompetition and Non-solicitation clause would otherwise be determined to be invalid or unenforceable by a court of competent jurisdiction, the parties intend and agree that such court shall exercise its discretion in reforming the provisions of this clause to the end that the Independent Contractor will be subject to a noncompetition or non-solicitation provision which is reasonable under the circumstances and enforceable by TekSynap. You agree during the Assignment period to not disparage or speak ill of TekSynap or any of their products, services, affiliates, subsidiaries, officers, directors, employees or shareholders, and will take reasonable steps to prevent and will not knowingly permit any of

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their respective agents to, disparage or speak ill of such persons. For purposes of this clause, "Disparage" shall mean any negative statement, whether oral, written or distributed via social media with intent to harm TekSynap or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to TekSynap or harm to its or its officers' reputations. You agree that if a breach of this clause were to occur, it would be difficult to determine actual damages. Based on information presently known you agree that \$15,000 per violation is a reasonable estimate of the damages that would accrue if a breach occurred in the future. You agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty but represent fair and reasonable compensation for the potential wrong.

VII. INSURANCE

Independent Contractor shall, at all times during the Term of its Assignment or until completion of all Work associated with Purchase Orders issued hereunder, whichever is later, procure and maintain the following insurance coverages and limits with respect to Independent Contractor's performance of Work under an Assignment; provided that with respect to any coverage maintained in a "claims-made" policy, Independent Contractor shall maintain such coverage for at least two (2) years following the Term of the Assignment or completion of all Work associated with Purchase Orders issued hereunder, whichever is later.

Independent Contractor must procure the following coverages and limits from an insurance from a company with an A.M. Best rating of A:VII or better (*note: different coverage amounts can be negotiated between TekSynap and the Independent Contractor):

1. Workers' Compensation and Employers Liability Insurance as required by law and employer's liability with limits of at least:
 - a. \$1,000,000 for bodily injury – each accident
 - b. \$1,000,000 for bodily injury by disease – policy limits
 - c. \$1,000,000 for bodily injury by disease – each employee
 - d. If Work is to be performed in a State, which does not require or permit private insurance, then evidence of compliance with the statutory or administrative requirements in any such State will be satisfactory.
2. Commercial General Liability Insurance, including broad form property damage, contractual liability, and completed operations with a combined single limit of at least \$2,000,000 for bodily injury, death or property damage arising from any single occurrence.
3. Automobile Liability Insurance, with minimum limits of \$1,000,000 each accident for bodily injury and property damage covering the operation of all vehicles owned, hired and non-owned, used in connection with Subcontractor's performance of Work.
4. Professional and Cyber Liability with limits of at least \$5,000,000 with coverage for Independent Contractor's provision of software development or installation, access to TekSynap, or TekSynap's customer/client or Government information, IT services, engineering or consulting, or similar services (only applicable if Independent Contractor is providing the aforementioned services).

Prior to the commencement of Work hereunder, Independent Contractor shall furnish to TekSynap a certificate of the above required insurance. The Independent Contractor shall notify

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TekSynap when cancellation or any material change in the policies adversely affects the interests of the TekSynap in such insurance and such changes shall not become effective until thirty (30) days after written notice is provided to TekSynap.

All insurance policies required under these Independent Contractor Provisions, except for Workers Compensation and Employers Liability will (i) name TekSynap, and its directors, officers and employees as additional insureds, (ii) include a waiver of subrogation in favor of TekSynap and its directors officers and employees, and (iii) be primary and non-contributory with respect to any insurance maintained by TekSynap.

In the event the Independent Contractor fails to furnish such certificates prior to the commencing of work or to continue to maintain such insurance during the performance of the subcontract, TekSynap shall have the right to terminate an Assignment or associated Purchase Order for default or to withhold any payments required to be made under such Purchase Order and shall have the right to continue withholding any or all of said payments so long as the Independent Contractor has not complied with the requirements of this clause.

VIII. INDEMNIFICATION

Independent Contractor shall indemnify, defend and hold harmless TekSynap and its affiliates, and its and their respective directors, officers, employees, partners, contractors or agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties (“Claims”), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including without limitation reasonable attorneys’, accountants’ and experts’ fees and expenses), as a result of such Claims (collectively, “Losses”), to the extent such Claims: (i) arise out of or are or were caused by the Independent Contractor’s breach of its obligations under these Independent Contractor Provisions or an associated PO, or (ii) for damages to any property or bodily injury to or death of any person arising out of or caused by Independent Contractor’s negligence or intentional or willful misconduct.

IX. PUBLICITY

Independent Contractor shall not make any news release, public announcement, advertisement, or publicity concerning the existence of these Independent Contractor Provisions or any Assignment, or its efforts or performance thereunder.

X. COMMUNICATION WITH CUSTOMER

TekSynap shall be solely responsible for direct correspondence with its clients, customers or the Government pertaining to any Work performed under an Assignment. No communication, meeting or other correspondence shall occur between Independent Contractor and any TekSynap client, customer or the Government unless specifically authorized in a PO, or otherwise authorized by TekSynap in writing.

XI. TEKSYNAP POLICIES

All independent contractors providing services or materials to TekSynap will be required to comply with the policies referenced in the Letter during the period of your Assignment. Failure to comply with these policies may result in the termination of your contract and legal action being taken.

XII. SEVERABILITY

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In the event a court should determine not to enforce a portion of this Provision as written due to over breadth, you agree that the Provision shall be enforced to the extent reasonable, whether said revisions be in time, territory, scope of prohibited activities, or otherwise.

XIII. GOVERNING LAW AND VENUE

This Provision shall be governed and construed in accordance with the laws of Virginia, except to the extent governed by federal law. As an independent contractor you have agreed to the exclusive jurisdiction and venue of the state and federal courts of Fairfax, Virginia for the resolution of any disputes arising under these Independent Contractor Provisions or any associated Assignment or PO.

XIV. DISPUTES

Disputes, claims or controversies arising out of or relating to these Independent Contractor Provisions, or an associated Assignment or PO (hereinafter "Disputes") shall be resolved as provided herein. The parties agree to first attempt to resolve the Dispute through good faith negotiations. Unless otherwise agreed by the parties in writing, any Dispute not resolved within forty-five (45) days following the first good faith negotiation, shall, at the request of a party, be settled by binding arbitration in accordance with the commercial rules of the American Arbitration Association (AAA) that are then in effect. The parties shall attempt to agree upon the selection of a single arbitrator who is unrelated to either party and has demonstrable experience in the area of federal procurement law. In the event the parties are unable to select a mutually acceptable arbitrator, the arbitrator shall be appointed by the AAA. All arbitration proceedings shall be held in the metropolitan Washington, D.C./Northern Virginia area. The arbitrator's costs shall be borne equally by the parties and each party shall be responsible for its own preparation, discovery, and internal and external costs incurred to prosecute or defend the arbitration claim. The prevailing party in any arbitration proceeding (as determined by the arbitrator) will be entitled to, in addition to any other relief granted, recover its reasonable costs and attorney's fees, as determined by the arbitrator. The arbitrator shall be bound by the express provisions of these Independent Contractor Provisions in deciding any Arbitration Claim. The determination of the arbitrator shall be final, and except as provided by law, shall not be subject to appeal or judicial review. Any court of competent jurisdiction may enforce any award or determination rendered by the arbitrator. The arbitrator shall not have the authority to award damages for lost profits or consequential damages, or special, punitive, or other exemplary damages of any sort.

XV. HEADINGS

The headings used in these Independent Contractor Provisions are merely for reference and impose no obligation nor have any substantive significance.

XVI. ASSIGNMENT

1. You understand and agree that the Company may, at any time and without further action by you, assign this Provision to any affiliate of the Company or to a purchaser of all or a substantial part of the Company's assets, except that none of your obligations of the Independent Contractor Agreement shall be assignable.
2. If the Company prevails in any legal proceeding initiated by you, the Independent Contractor, to construe or enforce the terms, conditions, or portions of the Provision, you shall pay to the Company its attorneys' fees and costs associated with the legal proceeding.

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XVII. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Contractor must comply with the following laws and regulations, to include but not be limited to: Section 503 of the Rehabilitation Act, 29 USC 793, the Vietnam Era Veterans Readjustment Assistance Act, 38 USC sec 4212, as amended, the Executive Order 11246 of September 24, 1965 and the Executive Order 13496 of January 30, 2009, including the corresponding regulations, 41 CFR secs. 60.1 et al., 60-300 et al., and 60-741 et al., which create certain requirements concerning anti-discrimination and affirmative action, and 29 CFR Part 471, Appendix A to subpart A. Subcontractor may be required to comply with these requirements when providing services as a subcontractor to Contractor. Where applicable and to the extent required by law, Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) which prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Where applicable and to the extent required by law, Subcontractor must also abide by the requirements of 41 CFR 60-741.5(a) which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

XVIII. SECURITY REGULATIONS

Contractor shall not have nor be granted any access to classified information unless and until a record of a Government personnel clearance of the appropriate level is filed by Contractor with TekSynap, and such record of clearance shall remain in effect during the entire term of the Assignment.

Contractor shall comply with all applicable provisions of the National Industrial Security Program Operating Manual which is hereby incorporated into and made a part of this Agreement and such other laws and regulations regarding or concerning the security of classified information as may, from time to time, by appropriate authority be promulgated.

In accordance with 32 CFR § 117.10:

- Contractor will not access classified information off the premises of TekSynap except in connection with authorized classified visits.
- Contractor shall not perform any work outside the United States with responsibilities requiring access to classified information unless the Assignment is modified to include:
 - Each Parties' respective security responsibilities.
 - Identification of the contract, license, or agreement that requires access to classified information, the level of classified information that is required, and access to Foreign Government Information (FGI) by Contractor while assigned outside the United States.
 - A formal agreement that prohibits Contractor from disclosing any classified information related to the contract, license, or agreement to any party other than the US Government or foreign government with which Contractor is meeting, and who possesses the requisite clearance and need to know.
- TekSynap will determine what threat briefing(s) Contractor should receive before the Assignment, and conduct those briefings as part of Contractor's pre-assignment and recurring security training.
- TekSynap will provide notice of any changes to the Assignment to the applicable Cognizant Security Agency (CSA) during assessments or upon CSA request.
- TekSynap will be the consumer of the services as set forth in the Assignment,

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- For security administration purposes, Consultant will be considered an employee of the using contractor for compliance with this rule.
- Consultants to GCAs are not under the purview of the NISP and will be processed for determination of eligibility by the GCA in accordance with GCA procedures.

XIX. ENTIRE AGREEMENT

These Independent Contractor Provisions and any associated Assignment or purchase order issued thereunder constitute the entire understanding and agreement between the parties and shall supersede any prior agreements, written or electronically or oral, not incorporated herein. The terms and conditions of these Independent Contractor Provisions shall not be amended except by written agreement signed by both parties.

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