

Teaming Agreement

THIS TEAMING AGREEMENT ("Agreement") is made, entered into, and effective 7/22/2009 ("Effective Date") by and between ManTech Global Services Corporation, a Virginia Corporation having an office located at 12015 Lee Jackson Highway Fairfax, VA 22033-3300 (hereinafter referred to as "Prime" or "ManTech") and SEGOVIA Inc, a Delaware Corporation having an office located at 600 HERNDON PARKWAY HERNDON, Virginia 20170 (hereinafter referred to as "Sub").

WHEREAS, the parties hereto have determined that they would benefit from a team arrangement between their respective corporations in connection with the preparation and submission of a proposal to NCSA (NATO Consultation, Command & Control Agency) , (hereinafter referred to as the "Customer") for the IFIB NCSA-NCHQ-09-07 CIS Consultant Support Services in ISAF Lot 1 Opportunity (hereinafter referred to as the "Program") under Solicitation # IFIB-NCSA-HCHQ-09-07, and;

WHEREAS, this Agreement will enable each party to complement the unique capabilities of the other and will provide the Customer with the best combination of capabilities to achieve the Customer's objective, and;

WHEREAS, Prime intends to submit a proposal in pursuit of the Program and desires Sub to participate with Prime in connection with the work described in Exhibit A, which is attached hereto and by this reference made a part hereof (hereinafter called "Exhibit A").

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, and pursuant to the pertinent NATO Terms and it is agreed as follows:

1.0 Proposal Activities

A. During the term of this Agreement, Prime shall use its good faith efforts to secure a prime contract for the Program, and Sub shall exercise good faith efforts to assist Prime in achieving this result through its endeavors in the field of Exhibit A work. Any modifications to Exhibit A shall be in writing signed by both parties.

B. Sub shall work with and at the direction of Prime. Sub shall use its good faith efforts to ensure an appropriate interface between its work and that of Prime, and shall cooperate from time to time in supporting marketing and proposal efforts on the Program as requested by Prime. Sub shall submit to Prime a proposal for the Exhibit A work in accordance with the format and schedule specified by Prime. As part of any proposal, the Sub shall incorporate all material required to be responsive to the Customer's proposal request including any material pertinent to the work assigned to it as defined in Exhibit A, manuscripts, art work, Work Breakdown Structure (WBS), technical descriptions, and element cost and/or pricing data, as appropriate. Such proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit costing of the prime contract and negotiation of the subcontract for the Exhibit A work. Sub may, at its discretion, submit any proprietary financial data directly to the Customer.

C. Each party shall bear all costs, risks and liabilities incurred by it arising out of its performance of this Agreement. The Prime shall be responsible for the graphic arts, printing, binding and delivery costs of the proposal. Neither party shall have any right to any reimbursement, payment or compensation of any kind from the other during the period up to the award of a prime contract unless otherwise specifically agreed in writing by the parties.

D. If, after receipt of the pricing information from Sub, an adjustment is deemed necessary by Prime in Sub 's proposed portion of the work in order to achieve price objectives conducive to award of the

prime contract, Prime shall discuss with Sub Prime's suggested price changes. However, should the parties fail to agree, Prime reserves the right to adjust Sub's proposed portion of the work (in the Proposal and in Exhibit A) in order to realize a favorable price.

2.0 Award of Contract

A. In the event Prime obtains a prime contract under the Program, the Prime shall, subject to any approval required by the Customer and Article 7, offer a subcontract to the Sub for that portion of the work set forth in Exhibit A adjusted, if applicable, as set forth in Article 1(d) above.

B. Any subcontract hereunder shall be subject to the mutual agreement of the parties relative to terms and conditions, including price, specifications, and delivery schedule, except that it shall contain clauses required by the applicable Customer procurement regulations, and, at the prime's discretion, other clauses contained in the prime contract (appropriately tailored for the subcontract). Prime may also include appropriate terms and conditions necessary for the effective administration and management of the subcontract.

C. The parties shall exert good faith efforts to negotiate a subcontract within a reasonable period of time, not to exceed sixty (60) days after award of the prime contract.

D. During negotiations or after award of a prime contract, the Prime may be directed by the Customer to place some or all of the work contemplated as the Sub's responsibility in Exhibit A to another source, or be directed that such work be bid on a competitive basis. In either of such cases, the Prime, in consultation and cooperation with the Sub, shall make good faith efforts to determine the cause for the Customer's direction and use good faith efforts to convince the Customer to accept the Sub for the work in Exhibit A. If such efforts are unsuccessful, it is agreed that the Prime shall comply with the Customer's direction and shall notify the Sub in writing.

3.0 Interface with the Customer

A. The Prime shall be the primary contact with the Customer concerning the Program. If it becomes desirable for the Sub to contact the Customer concerning the Program, such contact must be approved in advance by the Prime to ensure coordination of efforts and understanding of commitments prior to such contact. Nothing herein is intended to affect the rights of the Customer to negotiate directly with either party on any basis the Customer may desire. Sub shall advise Prime of any direct contacts by the Customer regarding the Program.

B. The Sub shall, as reasonably requested, assure the availability of management and technical personnel to assist the Prime in discussions and negotiations with the Customer.

C. If the Prime should be requested or is presented the opportunity to make presentations, whether orally or by written communications to the Customer concerning the Sub's area of work on the Program, the Sub shall support such presentations as reasonably requested by the Prime.

4.0 Publicity and News Release

Any news releases, public announcements, advertisements, or publicity released by the Sub concerning the program, this Agreement, any proposals, or resulting contracts or subcontracts to be carried out hereunder, must be approved by the Prime prior to release, which approval shall not be unreasonably withheld. Any such publicity by the Sub shall give due credit to the contributions of each party. This Agreement and the terms thereof may be made known to the Customer without prior approval.

5.0 Proprietary Information

The Non-Disclosure Agreement entered into by the parties on 7/21/2009 ("NDA") is incorporated herein by reference. Notwithstanding any other provision of this Agreement, the non-disclosure

obligations of the receiving party shall survive expiration and/or termination of this Agreement for the period specifically set forth in the NDA, and (b) any other inconsistency between this Agreement and the NDA shall be resolved by giving precedence to the terms of this Agreement.

6.0 Intellectual Property

A. For purposes of this Agreement, the term Intellectual Property shall mean patented and unpatented inventions, mask works, copyrighted works, trade secrets, know-how and proprietary information of either party (hereinafter "Intellectual Property"). It is mutually understood and agreed that neither party shall acquire, directly or by implication, any rights in any Intellectual Property of the other party owned, controlled, acquired, developed, authored, conceived or reduced to practice prior to the date of this Agreement, including but not limited to, inventions described and claimed in applications for U.S. Letters Patent filed prior to the date of this Agreement, except as expressly provided herein or in any resulting subcontract between the parties.

B. Each party hereto, insofar as it is free to do so without obligation to others, hereby authorizes the other party to use its Intellectual Property solely as necessary for the performance of each party's respective obligations under this Agreement. Similarly, and only to the extent that a party is free to do so without obligation to others, any subcontract between the parties resulting from this Agreement shall contain appropriate royalty-free cross licenses between the parties so as to enable each such party to use Intellectual Property of the other party to perform its obligations under said subcontract and the associated prime contract with the Government.

C. Subject to any rights of the Government, each party shall retain title to any Intellectual Property if developed, authored, conceived or reduced to practice independently and solely by that party during the performance of this Agreement without the other party's Intellectual Property. In such event, no license, express or implied, shall inure to the benefit of the other participating party to prepare copies and derivative works of such copyrighted works or to make, use, sell and export/import products or processes incorporating such Intellectual Property, except as expressly provided herein or in any resulting subcontract between the parties.

D. In the event Intellectual Property is developed by one party during the performance of this Agreement, which invention or copyrighted work necessarily derives from and incorporates Intellectual Property disclosed by the other party, such invention and/or copyrighted works shall be and remain the property of the inventing party; provided, however, that the inventing party shall and does hereby grant to the other party hereto a nonexclusive, worldwide, royalty-free, irrevocable right and license to make copies and derivative works of such Intellectual Property, and to make, have made, use, sell and have sold for any purpose such invention, products or processes incorporating such Intellectual Property.

E. In the event Intellectual Property is developed jointly by the parties during the performance of this Agreement, unless expressly provided otherwise in any subsequent subcontract between the parties resulting from this Agreement, such Intellectual Property shall be owned jointly by the parties unless one of the parties elects not to participate in such joint ownership. Neither party shall take action with respect thereto which will adversely affect the rights of the other party without the prior written consent thereof. As to all such jointly owned Intellectual Property, each owning party shall be free to use, practice and license non-exclusively such jointly owned Intellectual Property, without in any way accounting to the other owning party, except that each owning party agrees to use reasonable efforts to maintain such jointly owned Intellectual Property as confidential and proprietary in the same manner it treats its own Intellectual Property of a similar character. Procedures for seeking and maintaining protection such as patents or copyrights for jointly owned Intellectual Property shall be mutually agreed in good faith by the owning parties. Any party which does not bear its proportionate share of expenses in securing and maintaining patent protection on jointly owned Intellectual Property in any particular country or countries shall surrender its joint ownership under any resulting patents in such country or countries.

7.0 Termination

1. This Agreement shall terminate and all rights and duties hereunder, except those in Articles 5, 6, 7.2, 11, 12 and 17, shall cease upon the first to occur of the following:

a. Official announcement by the Customer that the Program has been canceled or an award will not be made for the Program;

b. Official announcement by the Customer that the Prime proposal submitted has been excluded from the competitive range; however, this Agreement will remain in place until Prime's protest action, if any, is resolved;

c. Award of a prime contract to a contractor(s) other than Prime; however, this Agreement will remain in place until all protests, if any, are resolved;

d. Award of a prime contract to Prime under the Program which includes Exhibit A work and funding therefore, and

e. award to Sub of a subcontract under such prime contract in accordance with this Agreement, or

f. failure of Prime and Sub, after negotiation in good faith, to reach agreement within sixty (60) days after award of the prime contract on the terms of a subcontract offered by the Prime under this Agreement;

g. Mutual written consent of the parties to terminate this Agreement;

h. One (1) year after the Effective Date of this Agreement, provided, however, that if the Proposal has been submitted and is under evaluation by the Customer at the expiration of such period, this Agreement shall remain in effect unless otherwise terminated pursuant to one of the other conditions set forth in this Section 7.1;

i. Notification to Sub of the good faith decision by Prime not to submit or to withdraw a proposal under the Program;

j. Disapproval by the Customer of a subcontract to Sub for the work set forth in Exhibit A,

k. Direction by the Customer to utilize a subcontract source other than Sub for a substantial portion of the Exhibit A work and after good faith efforts have been made to convince the Government otherwise in accordance with Section 2.0 D above;

l. Selection of another subcontractor for the works set forth in Exhibit A as a result of direction by the Customer to entertain competitive offers for said work (also see paragraph 2(d) of this Agreement);

m. Notification by the Customer, or a good faith determination by Prime, that Sub's involvement creates an organizational conflict of interest (OCI), and Prime's good faith determination that Sub cannot sufficiently mitigate such OCI; or

n. Breach of this Agreement by either party that is not cured within ten (10) days after written notice.

2. If this Agreement is terminated pursuant to paragraph 1 (a) through (n) each party shall be free to pursue its individual technical approach in association with the successful contractor or a third party for work which is the subject of this Agreement, subject to the other provisions that survive termination (Articles 5, 6, 11, 12, and 17). Notwithstanding any other provision in this Agreement, if this Agreement is terminated pursuant to paragraph 1(n) the breaching party may not pursue its individual technical approach in association with the successful contractor or a third party for work

which is the subject of this Agreement, and the breaching party shall continue to be bound by the restrictions in Article 18.

8.0 Notices

All notices, certificates, acknowledgments and other reports sent by a party hereunder shall be in writing and shall be deemed properly delivered when duly mailed by certified mail to the other party at its address as follows, or to such other address as either party may, by written notice, designate to the other.

SEGOVIA Inc.
600 HERNDON PARKWAY

ManTech Global Services Corporation
1535 Vapor Trail

HERNDON
Virginia 20170
ATTN: Frank Cammarata
Tel: 703-621-6817
Fax: 703-435-1992

Colorado Springs
Colorado 80916
ATTN: Kenneth D. Gardner
Tel: (719)570-7041
Fax: 719-570-7689

9.0 Relationship

This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, other than a prime/subcontractor arrangement, and the rights and obligations of the parties shall be only those expressly set forth herein. Neither party shall have authority to bind the other except to the extent expressly authorized herein. The Prime and Sub shall remain as independent contractors at all times and neither party shall act as an agent for the other. This Agreement shall relate only to the Program specified herein, and shall not otherwise limit the rights of either party to promote, market, sell, lease, license, or otherwise dispose of its products or services.

10.0 Modifications, Waivers

This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both the Prime and the Sub. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same.

11.0 Choice of Law and Forum

This Agreement shall be governed by and interpreted or construed in accordance with the laws of the Commonwealth of Virginia, exclusive of the choice of laws rules thereof. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Virginia state and federal courts located in Fairfax County or Alexandria, Virginia, and the parties hereby consent to such jurisdiction and venue. The parties hereby waive trial by jury with respect to any dispute relating to this agreement

12.0 Limitation of Liability

Notwithstanding any other provision of this agreement, in no event shall either party be liable to the other party for consequential, incidental, special (including multiple or punitive), lost profits or other indirect damages that are claimed to be incurred by the other party whether such claim arises under contract, tort (including strict liability) or other theory of law even if advised of the possibility of such damages.

13.0 Severability

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local Government having jurisdiction over this Agreement, the rest of the agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated. In the event that any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of the Federal, State, or local Government having jurisdiction over this Agreement, the parties agree, to the extent possible, to restate the provision to conform to applicable law and reflect as nearly as possible the original intent of the Parties.

14.0 Taxes

Each party shall be responsible for its respective present and future taxes, duties, tariffs, fees, imports, and other charges, including, but not limited to, income, excise, import, purchase, sales, use, turnover, added value, gross receipts, gross wages, and similar assessments imposed upon such party by any taxing authority as a result of the performance of the party's duties and responsibilities hereunder.

15.0 Classified Information

To the extent the obligations of the parties involve access to security information classified U.S. Customer "Confidential" or higher, the provisions of applicable Customer regulations shall apply.

16.0 Assignment

This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and/or their respective successors and/or assigns and/or delegates; provided, however, that neither Party may assign or transfer its interest hereunder or delegate its duties without the prior written consent of the other Party, which consent cannot be unreasonably withheld, conditioned, or delayed. The obligations of either Party hereunder shall not terminate upon any assignment attempted without such prior written consent. Either Party may, however, without consent, assign or delegate this Agreement to a wholly or principally owned subsidiary or other affiliate of such Party, or other division of the Party.

17.0 Disputes

The parties shall attempt in good faith to resolve any controversy or claim arising between the parties out of or in connection with the provisions of this Agreement through amicable discussions between appropriate executives of the respective companies who are a party to this Agreement. If such discussions do not result in a resolution of the controversy or claim, either party may file suit in court as specified in Article 11.

18.0 Exclusivity

Sub agrees that it shall not compete independently for the Program, or actively participate with any other team in pursuit of the Program. The term "actively participate", as used herein, includes, but is not limited to, the interchange of proprietary, proposal, or financial data with competitors. In the event Prime obtains a prime contract under the Program, the Prime shall, subject to any approval required by the Customer and Article 7, offer a subcontract to the Sub for that portion of the work set forth in Exhibit A.

19.0 Non-Solicitation of Employees

During the period of this Agreement, and for six (6) months thereafter, each party agrees not to directly or indirectly solicit for hire technical or professional employees of the other party assigned to work in connection with this Agreement and the Program described herein without the prior written approval of the other party. However, neither party will be precluded from hiring any employee of the

other party who responds to any public notice or advertisement of an employment opportunity unrelated to the Program. The parties further agree to include a similar Non-Solicitation provision in any subcontract that results from this Agreement.

20.0 Compliance with Laws and Regulations

Sub agrees at all times to comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act.

21.0 Indemnity

The employees of the Prime and the Sub shall obey all pertinent rules and regulations of the other party while on the premises of the other party, including those relating to the safeguarding of classified information. Each party shall indemnify, defend and save harmless the other party, from and against all claims or damages for bodily injuries, including death, or damage to property caused by a wrongful intentional or negligent act or omission of the indemnifying party or its employees in connection with this Agreement.

22.0 Entire Agreement

The parties hereby agree that this Agreement, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. This Agreement may only be modified or amended by a writing signed by both Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives effective as of the Effective Date.

ManTech Global Services Corporation

SEGOVIA Inc.

Signature



Signature

Lou Addeo
Name

Mark Moore
Name

President
Title

COO/EVP
Title

Date

8/27/09
Date

Exhibit A

Subcontractor Statement of Work

Provision of CIS Consultant Support Services in Afghanistan Lot 1

(IFIB-NCSA-NCHQ-09-07)

Proposal Preparation:

Segovia, under ManTech management and direction, will furnish personnel, materials, services, and the management necessary to respond to the Program IFIB. This support will include, but is not limited to, participation in the development of the technical/management proposal, including corporate qualifications, technical approach, sample task development, past performance and resumes (as required); orals briefing; and cost/pricing proposal.

If after receipt of pricing information from Segovia and adjustments are deemed necessary by MANTECH to Segovia proposed portion of the work in order to achieve satisfactory price objectives conducive to award of the Prime Contract, MANTECH shall discuss with Segovia recommended price changes. However, should the parties fail to agree, MANTECH reserves the right to unilaterally adjust Segovia's proposed portion of the work in the Proposal in order to realize a favorable price for the Team. Upon award of the contract Segovia will make a good faith effort to meet the Team's proposed targeted prices and in the event that they are unable to do so, MANTECH reserves the right to adjust Segovia's work allocation as needed.

Work to be Performed Under the Program:

Subject to the Program final IFIB Statement of Work and contractual limitations on subcontracting, Segovia, shall have the exclusive opportunity for work share in the overall program in those general areas described below and anticipated in the Statement of Work for the Program (to be provided when available) under the "Shares Follows Talent" concept.

Dedicated workshare will be established no later than 15 days after the release of the final IFIB and will be subject to subcontract limitations. Work share will be based on Segovia's ability to provide the best-qualified technical capabilities and value to the Government, based on the specific requirements of the Program. Any and all work assignment will, to the extent practical or as modified by the final IFIB, be provisioned on a cooperative basis, and with the leadership and all work area participants being chosen based on skill, experience, and corporate capability, not on corporate affiliation. The ManTech Program Manager will have the final authority to adjudicate all work share allocations.

Anticipated Work Areas of Program Participation:

Subject to the Program final IFIB Statement of Work and contractual limitations on subcontracting, Segovia's potential areas of work share include, but are not limited to:

Finding qualified, technically compliant and currently NATO Secret cleared candidates to fill the following 2 to 3 positions within **Lot 1, CIS Support Services for AFGHANISTAN**:

- a. One to two CIS Training positions – allocation of positions and position requirements are subject to change based on final IFIB requirements. Current known requirements are for trainers for a wide variety of communication systems and IS applications.
- b. One (1) Radio Operator/Technician meeting the currently know requirements to maintain radio-based communications equipment in HQ ISAF and Kabul Capital Region; Provides operational and strategic radio based communications with SHF Line of Sight, Satellite, VHF, HF, and UHF radio systems. Maintains the ISAF TACSAT radio network, HQ ISAF INMARSAT equipment and

HQ ISAF pager system. Administers the ISAF Command Network (ICN), including minor radio repairs, radio programming, and managing user functions such as talk groups and channel assignments. Plans and conducts preventative first and limited second line maintenance on the radio system and ancillaries. Determines requirements and requests resupply of essential items.

Additionally, Segovia will provide required resumes in prescribed format (TBD upon release of IFIB) and appropriate pricing information (TBD upon release of IFIB and cost strategy development).

This Teaming Agreement is subject to change upon release of Final IFIB.