



Subcontractor Services Agreement

This Subcontractor Services Agreement (“Agreement”) is between xScion Solutions, LLC, a Virginia Limited Liability Company (“xScion”), and the entity or individual identified below (“Subcontractor”), individually parties to the Agreement (“Parties”). xScion desires to engage Subcontractor to provide certain services as defined herein. This Agreement is effective as of the latter date executed below (“Effective Date”). This Agreement consists collectively of this cover page and all subsequent pages and attachments, and all Project Orders executed between the Parties under this Agreement.

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

xScion Solutions, LLC

By (Signature):

Name (Printed):

Title:

Date: _____

Address: 1420 Spring Hill Road, Suite 600
McLean, Virginia 22102

Phone: 571.425.4800
Fax: 571.425.4766
E-mail: subcontractors@xscion.com

(Subcontractor Company Name)

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

Address:

Phone:
Fax:
E-mail:

STANDARD TERMS

In consideration of the following promises and the mutual consents and undertakings herein, the Parties hereby agree as follows:

1.0 SERVICES xScion receives requests for services with regard to a particular project ("Project") in the form of temporary project orders as shown as Attachment A ("Project Order") from an xScion client ("Client"). All fully executed Project Orders are incorporated by reference into this Agreement. Upon request of xScion, the Subcontractor shall provide its employee(s) who possess the requisite training, skills and abilities and who shall be qualified to service the Project(s). Subcontractor acknowledges that in the provision of services under this Agreement, it is not permitted to use subcontractors, but only its own employees. The Project Order will describe the Subcontractor's employees and services to be provided, as well as any special terms and conditions for the Project(s).

2.0 STATUS AS INDEPENDENT CONTRACTOR

It is expressly agreed that this Agreement and the relationship between xScion and Subcontractor hereby established is that of an independent contractor and does not constitute a partnership, joint venture, agency or contract of employment between them. Subcontractor hereby represents and confirms that it is an independent contractor and that the relationship between xScion and the Subcontractor created by the Agreement is an independent contractor relationship. Subcontractor warrants that it will have each employee assigned to provide services to xScion under this Agreement sign an acknowledgement of their status as an independent contractor to xScion.

2.1 Control: It is expressly agreed that the manner and means of conducting the work pursuant to this Agreement are under Subcontractor's sole control. Subcontractor is exclusively responsible for Subcontractor's conduct and the conduct of its employees during the performance of this Agreement.

2.2 Benefits: Neither the Subcontractor nor the Subcontractor's employees are entitled to the benefits provided by xScion to its employees or by Clients to its employees, including, but not limited to worker's compensation insurance, unemployment insurance, and health and welfare benefits. Subcontractor warrants that its employees meet the requirements of Section 1706 of the Tax Reform Act

of 1986; i.e., they are not independent contractors. Subcontractor hereby indemnifies and holds xScion and each Client harmless for any and all loss, costs, expense, damage or any other form of liability incurred by, or threatened against, xScion or the Client, including interest and penalties on or relating to any such liability, as a result of any claim by Subcontractor's employees that they are entitled to benefits from xScion or the Client.

2.3 Taxes: Subcontractor will be solely responsible for payment of all federal, state, and local taxes or contributions imposed or required relative to Subcontractor's and its employees' performance of services hereunder.

2.5 Tools & Equipment: xScion shall furnish no labor, materials, equipment, or other items necessary to carry out the terms of this Agreement unless otherwise provided in Attachment A.

3.0 WARRANTIES AND REPRESENTATIONS

The Subcontractor hereby warrants and represents to xScion as follows:

3.1 Insurance: Subcontractor has and maintains such insurance as is necessary to protect xScion and its Clients fully from any liability for claims that may arise out of or in connection with the performance of this Agreement. A Certificate of Insurance naming xScion as an additional insured must be provided prior to the commencement of project activities with the following levels of coverage:

- a) General Liability Insurance, Personal Injury and Property Damage, Combined Single Limit: \$1,000,000
- b) Automobile Insurance, Bodily Injury and Property Damage, Combined Single Limit: \$1,000,000

3.3 Compliance with Laws: Subcontractor warrants and represents that it is in compliance with all Federal, State and local laws applicable to the entry into or the performance of this Agreement. If Subcontractor is an H1B Dependent Employer, it warrants and represents that it is in compliance with all legal requirements pertaining to this status, in

particular the American Competitiveness and Workforce Improvement Act of 1998.

3.4 Specific Indemnification: Subcontractor hereby indemnifies and holds xScion harmless from any claims, actions, damages, loss or penalty suffered due to any violation of law or non-compliance with the warrants and representations in this section made by the Subcontractor.

4.0 BACKGROUND CHECKS

Subcontractor will perform the following checks at their own expense for each Subcontractor employee provide to xScion; (1) E-Verify and (2) a criminal background check at the federal and state level as well as a social security number trace. The results of these checks are to be supplied to xScion within 15 days of Subcontractor personnel starting their assignment. If Subcontractor cannot perform these checks, they will provide the necessary information to xScion which will then perform them. In this case, the cost of the checks will be withheld from the Subcontractor's first payment. Furthermore, xScion reserves the right to run additional checks including drug screening, financial and immigration checks. The costs of which shall be passed along to the Subcontractor.

5.0 COMPENSATION

5.1 xScion will pay Subcontractor per the terms set forth in the Project Order. Each Subcontractor employee shall complete a time sheet supplied by xScion. Payment shall be made to Subcontractor based on entries recorded on the time sheet; provided such time is in accordance with the terms of this Agreement, and within three (3) business days of receipt of payment by Client.

5.2 To the extent that xScion's Client refuses or is otherwise not obligated to pay xScion for the services provided by the Subcontractor hereunder, xScion shall not be obligated to pay any such amounts to the Subcontractor. If payment(s) of such amounts have previously been made to the Subcontractor, then xScion is entitled to recover from the Subcontractor, and the Subcontractor is obligated to pay to xScion, any such amounts not paid by the Client to xScion for Subcontracting services, including any costs incurred by xScion in collecting these amounts from Subcontractor. Any amounts overpaid to Subcontractor will be deducted from future payments due to Subcontractor for services rendered. Where future payments are insufficient to cover the amount of overpayment, Subcontractor agrees to repay xScion any amounts of overpayment remaining. xScion shall not

reimburse the Subcontractor for any additional expenses.

6.0 INDEMNIFICATION

Subcontractor hereby indemnifies and holds xScion and each Client harmless for any and all loss, costs, expense, damage or any other form of liability incurred by, or threatened against, xScion, Subcontractor or the Client, including interest and penalties on or relating to any such liability, as a result of the entry into or performance of this Agreement including any dispute Subcontractor may have with any Client and arising out of Subcontractor's obligations or actions under this Agreement. The Parties expressly agree that no action, regardless of form, arising out of the services under this Agreement, may be brought by either party more than one (1) year after the cause of action has occurred; and that in no event will xScion be liable for indirect or consequential damages.

7.0 CONFIDENTIAL INFORMATION

7.1 Definition: "Confidential Information" means all information disclosed by Client to Subcontractor related to Client's and xScion's past, present, and future research, development and business activities, and the results from the work of xScion or Subcontractor under this Agreement, except such Confidential Information as is previously known to Subcontractor outside of its relationship with Client and xScion or is publicly disclosed by Client or xScion either before or after Client's disclosures of such information to Subcontractor.

7.2 Non-Disclosure Obligation: Subcontractor shall not disclose and shall hold all Confidential Information in confidence to the extent Subcontractor maintains the confidentiality of its own information, except such disclosures as may be authorized by Client and xScion in writing.

7.3 Return of Information: On termination of this Agreement and on request by Client or xScion, Subcontractor shall return to Client or xScion all written or descriptive matter, including, but not limited to, drawings, descriptions, codes, magnetic media, or other papers or documents which contain any Confidential Information.

8.0 SOLICITATION OF EMPLOYMENT

8.1 Neither Party shall hire or solicit for hire the employment of any employees of Subcontractor, xScion or its Clients during the term of this Agreement and for six (6) months after termination. This provision may be waived in the event that xScion and the Subcontractor mutually agree that the Subcontractor or Subcontractor's employee should join xScion's or Client's staff, or the Contract

with xScion's Client provides the Client with an Option to Hire, or the employee of Subcontractor has provided services through xScion for six (6) months. In the event xScion or the Client exercises an option to hire, then Subcontractor agrees to facilitate and cooperate in the execution of all paperwork required to transfer visa status to xScion or the Client, if necessary. Notwithstanding the foregoing, xScion reserves the right to hire any Candidate that is presented by Subcontractor for assignment but is not placed on a project within the six-month period following the presentation date.

9.0 COMPETITION

During the term of this Agreement and for a period of twelve (12) months immediately following the execution of the Agreement or the completion of all Project Orders, whichever is later, Subcontractor will not enter into a contract to provide consultant or professional services to Clients of xScion served under this Agreement, nor in any way, directly or indirectly, on behalf of any person or corporation, solicit, divert or take away services related to Client services provided by xScion. Subcontractor warrants that it will require its employees to agree to abide by this requirement in writing prior to their assignment through xScion. Subcontractor agrees that it will be liable for, and indemnify xScion against, any damage suffered by xScion as a result of Subcontractor's failure to obtain such written agreement from its employees.

10.0 WORKS FOR HIRE

10.1 Scope: Software and documentation for such software developed by the Subcontractor while providing services under the terms of this Agreement shall be the sole and exclusive property of xScion and/or the Client(s) of xScion and shall be deemed "works made for hire" under the Copyright Act.

10.2 Obligations: Subcontractor hereby irrevocably transfers all right and title of such works made for hire to xScion and/or to Client. In the event that such deliverables or products are not deemed "works made for hire," Subcontractor hereby irrevocably transfers, conveys and assigns to xScion and/or the Client all right, title and interest in such deliverables or products. Subcontractor shall promptly disclose the product of Subcontractor's work under this Agreement, with xScion or Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extension or renewals thereof. At xScion's request, Subcontractor agrees

to give to xScion, or any entity designated by xScion, assistance reasonably required to perfect the rights herein defined, including without limitation the filing of any necessary applications and registrations.

11.0 TERM

The term of this Agreement shall be from the Effective Date to the date on which the Project is actually completed (the "Term"). The Project Order will indicate the projected completion date, which may be modified or extended by xScion in response to Client's needs. Subcontractor's services under this Agreement will terminate at the end of the Term, or upon twenty-four (24) hours notice if for any reason the Client or xScion no longer desires the services of Subcontractor. Neither Subcontractor nor its personnel may voluntarily terminate services under this Agreement within the Term without the express written agreement of xScion. This provision does not apply where Subcontractor is forced to terminate services for reasons beyond its reasonable control.

12.0 SEXUAL HARASSMENT NOTICE

Subcontractor shall distribute the following notice on sexual harassment to its employees who work on xScion and Client's premises:

"xScion is committed to providing a work environment free from sexual harassment. Sexual harassment is unwelcome conduct that includes or may be perceived to include sexual content which has the purpose or effect of interfering with an individual's work performance or that creates an offensive or hostile work environment. If you believe that you have been the victim of sexual harassment by a xScion staff member, you are encouraged to report such incidents directly to xScion by calling xScion 703/749-1288 between 8:30 a.m. and 5:30 p.m. EST and speaking to Alison Banziger or Barry Dwyer. All complaints to xScion of such conduct will be investigated promptly and dealt with appropriately."

13.0 EEO/AA EMPLOYER

xScion acknowledges that it is an equal opportunity/affirmative action employer in compliance with requirements under Executive Order 11246. xScion does not discriminate in employment on the basis of race, color, religion, sex, national origin, handicap, veteran status, or any other status protected by applicable federal or state law.

13.0 MISCELLANEOUS. Each Party hereby represents and warrants that it has the legal right and authority to enter into and perform its

obligations under this Agreement. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns, and is intended to benefit only the Parties to this Agreement, their successors and assigns. No other person, entity, enterprise or association is an intended or incidental beneficiary of this Agreement. This Agreement will be governed by the laws of the Commonwealth of Virginia, United States of America, without reference to conflict of laws principles, and venue of any proceeding seeking enforcement of this agreement shall lie exclusively in Fairfax County, Virginia. This document contains the entire agreement between the Parties with respect to the subject matter of this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties. This Agreement may be assigned by xScion to any Parent Company, Subsidiary, or other affiliate. Otherwise, neither party may assign, pledge, and encumber its interests or any part thereof, in this Agreement without the written consent of the other party hereto. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement. Any notice required or permitted under

this Agreement will be given in writing and deemed delivered when hand delivered or three (3) days after being deposited in the United States mail, certified mail, return receipt requested, postage prepaid to the addresses on the cover sheet of this Agreement or to such other addresses as a party may specify from time to time in the same manner as specified for giving notices.

14.0 DISPUTE RESOLUTION

Except for instances where equitable relief is permitted, the Parties will in good faith attempt to resolve any and all claims, disputes or controversies arising under, out of, or in connection with this Agreement or the breach. If the Parties fail to resolve the dispute, then they agree to engage a neutral mediator who will be charged with assisting the Parties with good faith efforts to reach a mutually agreeable resolution of all contested matters and whose fees shall be equally borne by the Parties. If mediation is unsuccessful, and any action or proceeding is brought to enforce any provision of the Agreement by xScion or Subcontractor, then the prevailing party shall be entitled, in addition to any other remedy it may have at law or in equity, to recover its reasonable attorney's fees, costs of collection, and expert witness fees with respect to such matters.