

SAIC Standard Terms and Conditions

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SALE OF PRODUCTS AND SERVICES (collectively called "Products") OFFERED BY SCIENCE APPLICATIONS INTERNATIONAL CORPORATION'S AMTI, AN OPERATION OF SAIC, TECHNICAL SOLUTIONS GROUP (HEREINAFTER CALLED "SAIC") FOR THE CONSIDERATION SPECIFIED IN THE ACCOMPANYING QUOTATION OR CONTRACT. THESE TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE INTO ANY QUOTATION OR CONTRACT (ALL COLLECTIVELY REFERRED TO AS THE "CONTRACT") AND SHALL GOVERN, NOTWITHSTANDING ANY CONTRADICTORY, MODIFYING OR ADDITIONAL TERMS OR CONDITIONS THAT MAY BE CONTAINED IN A BUYER'S REQUEST FOR QUOTATION, PURCHASE ORDER, OR OTHER DOCUMENTATION. BUYER'S ACCEPTANCE OR OPERATIONAL USE OF ANY PRODUCTS DELIVERED BY SAIC SHALL CONSTITUTE THE BUYER'S FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS. SHOULD BUYER NOT ACCEPT THESE TERMS AND CONDITIONS, SAIC REQUIRES THAT THE PRODUCTS BE PROMPTLY RETURNED TO SAIC FOR CREDIT AS MAY BE APPLICABLE.

1. Prices

SAIC's offer is subject to adjustment in price and delivery schedule in the event that different quantities or other specifications are required than are set forth in the offer. Prices are subject to change due to the imposition by any lawful taxing authority of any additional tax, levy, assessment or other burden on, or related to the goods or services proposed. Unless otherwise specified, this offer is valid for thirty (30) days from the date of submission.

2. Payment Terms and Remit To Addresses

Except as otherwise set forth in the offer, payment shall be made in U.S. dollars 100% in advance prior to shipment or shall be established and shall be drawn under an irrevocable documentary letter of credit established by Buyer in favor of SAIC issued by a bank acceptable to SAIC, and shall be advised through and payable at the counters of a bank nominated by SAIC. SAIC shall review and approve a draft of the letter of credit prior to issuance. SAIC reserves the right to require confirmation of the letter of credit by SAIC's nominated bank at Buyer's cost and expense. Buyer shall instruct the issuing bank to allow SAIC's nominated bank to debit the account of the issuing bank maintained with them for the full value of all drawings made under the letter of credit. The letter of credit shall be established not later than ten (10) days from the date of Contract execution. The letter of credit shall remain valid for the term of the Contract.

Buyer will amend the letter of credit to be materially consistent with amendments to the Contract, or otherwise as agreed to in writing by SAIC.

All costs related to the issuance of the letter of credit and its amendment shall be for the account of the Buyer. All costs related to presentation of documents and collection under the letter of credit shall be for the account of SAIC.

Subject to SAIC credit approval, SAIC may extend payment terms of net 30 days which would be reflected on its invoice. SAIC shall submit invoices upon shipment of goods, completion of milestones, or performance of services as provided in the payment schedule of SAIC's offer. Partial deliveries shall be allowed. Late payments will be subject to an interest charge of 1.5% of the unpaid balance per month, which shall thereafter be added to all amounts unpaid and outstanding. If Buyer fails to make any payment to SAIC as required, SAIC shall have the right exercisable at SAIC's sole discretion, in addition to its other rights and remedies, to cease further performance. SAIC shall have a lien upon and may retain or repossess any and all deliverables if Buyer does not make full payment to SAIC.

Except as otherwise set forth in the offer, payments shall be made in US Dollars and shall be remitted electronically to the following EFT address:

Science Applications International Corporation

Citibank, N.A.
399 Park Avenue
New York, New York 10043
Account No. 30547584
ABA No. 021000089

Any payment by check shall be remitted to the following lockbox address:

Science Applications International Corporation
P.O. Box 223058
Pittsburgh, PA 15251-2058

3. Acceptance By Buyer

Except as otherwise set forth in the offer, the Products and services delivered under the Contract shall be deemed accepted at the time they are delivered, in accordance with Article 10, or when services are rendered. Buyer shall notify SAIC in writing within ten (10) days of receipt of the Products and/or services of any claim for shortage or failure of the Products and/or services to meet the requirements set forth in the Contract.

4. Software Ownership (Applies only if software is furnished under the Contract.)

SAIC is furnishing the software to Buyer under a personal, non-exclusive, non-transferable license for the purpose of operating the goods delivered under the Contract for their intended use under the terms and conditions of the SAIC Standard Software License Agreement incorporated by reference into the Contract and attached hereto. Title and full ownership of the software shall remain with SAIC.

5. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under the Contract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, power outages, wars, contagious illness or disease provoking government-imposed quarantines, prohibitions on travel or restrictions on commerce, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, failures of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform the Contract or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

6. Buyer Furnished Items (BFI)

Buyer shall provide the BFI as outlined in SAIC's offer. It shall be in a form and condition acceptable for its intended use as determined by SAIC. Buyer warrants that Buyer has the rights to provide any such BFI under the Contract. Should the BFI be inaccurate, inadequate or not in a condition for its intended use or not be provided in accordance with the Contract schedule, SAIC reserves the right to an adjustment in price and delivery schedule.

7. Permits, Licenses and Fees

Both parties shall comply with all laws and regulations governing the possession, use, handling, transfer, or disposal of hazardous and/or radioactive materials required in the performance of the Contract. SAIC shall assist Buyer in obtaining the licenses and permits necessary to facilitate the performance of any services, installation and operation of the goods and software furnished under the Contract. Any license or permit fee imposed for the performance of work shall be borne by the Buyer.

8. Site Access

Site access shall be unhindered and available to SAIC in order to perform the required work without interruption in accordance with the Contract schedule. SAIC's inability to gain access to the site due to Buyer's actions or omissions or any circumstances beyond the direct control of SAIC including, but not limited to, delays, inconvenience, or damage sustained due to interference by utility appurtenances or the operation of moving the same shall be considered extra work and SAIC reserves the right to an adjustment in price and delivery schedule.

9. Differing Site Conditions

SAIC shall notify the Buyer of any conditions at the installation site(s) differing from those indicated in the Contract, including any unknown or subsurface physical conditions at the site(s) differing from those specified by Buyer. If such conditions so differ and cause an increase in SAIC's cost of, or the time required for performance of any part of the work under the Contract, SAIC reserves the right to an adjustment in price and delivery schedule.

10. Delivery

Except as otherwise set forth in the offer, all goods shall be shipped FCA (origin) per Incoterms 2000. If requested, shipping and handling charges will be prepaid by SAIC and invoiced to the Buyer at actual cost. Buyer shall bear the risk of loss or damage to the goods from any casualty subsequent to delivery to the delivery point. Physical title to the Products shall pass to Buyer upon delivery to the freight carrier.

If the Buyer is unable to accept delivery, at no fault of SAIC, at the delivery time specified in the contract, the Buyer will authorize SAIC in writing to ship the Products in place at SAIC's facility, or other mutually agreed upon location, and will acknowledge acceptance of the Products including title, risk of loss, and commencement of warranty.

11. Proprietary Information

The design, production and operation of the Products, in any form, are proprietary information and trade secrets of SAIC. Buyer agrees that it will keep in confidence and prevent the disclosure to any unauthorized person or persons, any and all

proprietary or confidential information related to the Product that is disclosed to Buyer pursuant to this Agreement. Buyer shall not modify, reverse engineer, improve or otherwise change any Product or parts thereof, or any of SAIC's proprietary rights related thereto, and shall not use, incorporate or in any way use any of SAIC's proprietary rights or confidential information (whether disclosed separately or embodied in any of the Products) in Buyer's own products or business activities. Buyer acknowledges that, in the event of Buyer's breach of any of the foregoing provisions, SAIC will not have an adequate remedy in money or damages and that SAIC shall therefore be entitled to seek preliminary or permanent injunctive relief, against such breach from any court of competent jurisdiction. SAIC's right to obtain such injunctive relief shall not be construed as any limit of its right to seek further legal and equitable remedies.

12. Intellectual Property Rights

SAIC shall solely own and have exclusive worldwide right, title and interest in and to all United States and foreign patents, trademarks, service marks, copyrights, mask works, trade secrets, software and all other intellectual and industrial property rights in any way related to the Products and all modifications, improvements and derivative works related thereto ("Product Intellectual Property Rights" or "Product IPR"). Title to all such Product IPR shall at all times remain with SAIC, and Buyer's use thereof shall be restricted under the non-exclusive licenses granted by SAIC in Section 12(a) and 12(b) below.

12(a). (License to Buyer for End Use) Subject to Buyer's performance of all obligations hereunder, SAIC hereby grants to Buyer a personal, non-exclusive, royalty-free, non-transferable and indivisible license to use Product IPR only as they are contained in the Products and for no other purpose. Buyer shall not remove SAIC trademark notices, copyright notices, patent markings or mask work notices on or in the Products or on any other materials supplied by SAIC.

Buyer acknowledges that all rights to and goodwill associated with any trademarks related to the Products (the "Marks") belong to SAIC. Buyer agrees that it will not challenge or attack SAIC's rights in any Marks, and will not take or fail to take any action which, by taking or failure to take such action, has a result of impairing such rights of SAIC, will not use the Marks on goods or services other than to identify the Products, and will not do anything else inconsistent with the rights of SAIC.

12(b). (License to Buyer to sublicense for end use or distribution)

Subject to the terms and conditions of this Agreement, SAIC grants to Buyer a nonexclusive, nontransferable license to designate sublicensees to use the Products under the terms of Section 12(a) and, when reselling the Products, to market, promote, and sublicense the Product IPR in accordance with the conditions specified in Schedule X.

12(b)(1) Buyer may sublicense the Product IPR to sublicensees, in accordance with the restrictions contained in this Agreement, only so long as any agreement between Buyer and its sublicensees: (i) contains such terms and conditions as necessary to reflect those restrictions; and (ii) is drafted so as to specifically include SAIC as an intended third-party beneficiary. In addition to the foregoing, and as an explicit condition of the license in the Product IPR granted from SAIC to Buyer herein, Buyer shall include in each of its agreements with its sublicensees the terms and conditions set forth in Schedule X. The parties agree Buyer shall have no right to sell the product or license or otherwise provide the Product IPR to any third party without including terms and conditions set forth in Schedule X. Buyer shall deliver to SAIC a copy of each such sublicense agreement and each subsequent modification thereto, if any, promptly after execution.

13. Publicity.

Buyer shall not use SAIC's name or any trademarks relating to the Products in any publicity or advertising campaign without the prior written permission of SAIC. Upon execution of this Agreement, either Party may issue a press release regarding the subject matter of this Agreement upon receipt of written approval of that press release from the other party.

14. Assignment

The Contract is not assignable without the prior written consent of SAIC. Any attempt by the Buyer to assign any of the rights, duties or obligations of the Contract without such consent shall be null and void.

15. Notices

All notices required or permitted under the Contract shall be in writing and shall be deemed to have been given upon personal delivery, upon receipt of delivery service or courier transmittal, or upon facsimile to the party with confirmation of transmission received.

16. Indemnification

Buyer shall assume full responsibility for use of the Products after purchase and shall indemnify, defend and hold SAIC harmless from all claims, damages, expenses, liabilities and losses, including without limitation attorney's fees and costs incurred that in any way arise out of or relate to (a) the manner in which Buyer and/or any of its customers or end users use or operate the Products; (b) any personal injuries, property damages or other losses resulting or occurring from the use by Buyer, its customers or end users; (c) defects or other problems with other component parts, equipment or materials produced or supplied by anyone other than SAIC and that maybe used with the Products; and/or (d) Buyer's transactions with its sublicensees, end users or other parties involving the Products.

17. Patent And Copyright Indemnification

SAIC at its own expense will defend and indemnify Buyer and Buyer's customer against any action brought against Buyer or Buyer's customer to the extent that it is based on a claim that any SAIC Product used within the scope of the contract hereunder willfully infringes a U.S. patent or copyright at the time of entering into the contract, provided Buyer notifies SAIC promptly in writing of the action (and all prior claims relating to such action) and SAIC shall lead the defense and all negotiations for its settlement or compromise. In the event any SAIC product becomes, or in SAIC's opinion is likely to become, the subject of a claim of infringement of a patent or copyright, SAIC may at its option (1) secure the Buyer's right to continue using the SAIC product; (2) replace or modify it to make it non-infringing; (3) upon return of all infringing SAIC products, refund to Buyer the price actually paid by Buyer for the infringing product, or (4) substitute for the infringing product another suitable, non-infringing product. SAIC shall have no liability for any claim of copyright or patent infringement based on (1) use of other than a current unaltered release of the product available from SAIC if such infringement would have been avoided by the use of such current unaltered release or (2) use or combination of the SAIC product with programs or data not supplied by SAIC. SAIC extends no indemnity whatever against infringement claims against non-U.S. patents, copyrights or other intellectual property.

THE FOREGOING STATES THE ENTIRE LIABILITY OF SAIC TO BUYER AND BUYER'S CUSTOMER WITH RESPECT TO INFRINGEMENT OF ANY COPYRIGHTS OR PATENTS OF SAIC PRODUCTS OR ANY PARTS THEREOF.

18. Limitation of Liability

SAIC's total liability to Buyer and all liabilities arising out of or related to the Contract, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in the aggregate, exceed the amounts paid to SAIC under the Contract, or under the specific delivery order at issue, whichever is less.

In no event shall either party be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages.

Any claim by Buyer relating to the Contract, other than in warranty, must be made in writing and presented to SAIC within one year after the earlier of: (1) the date on which Buyer accepts the deliverable at issue; or (2) the date on which SAIC completes performance of the services specified in the Contract. Any claim under warranty must be made within the time specified in the applicable warranty clause.

19. Taxes (Applicable to goods and services delivered or performed in the U.S.A.)

The prices set forth herein do not include sales, or use taxes or gross receipts taxes or other applicable state or local government taxes which may be applicable to the goods and/or services delivered hereunder. Unless SAIC receives a sales tax certificate which exempts the goods and/or services from such taxes, SAIC shall invoice and Buyer shall reimburse SAIC for the tax in addition to the stated prices set forth herein.

20. Taxes and Duties (Applicable to goods and services delivered or performed outside the U.S.A.)

A. The Contract price, including the prices in any subcontracts, does not include any taxes, including VAT, GST, withholding taxes, duties, assessments, liens, or similar charges levied upon SAIC by an entity other than the U.S. government or a political subdivision thereof (hereinafter "Foreign Taxes"), which could be incurred by SAIC as a result of the Contract. If SAIC, its subcontractors, or their respective employees are required to pay any Foreign Taxes, or any penalties and/or interest assessed with respect to Foreign Taxes (hereinafter "Foreign Penalties") the Contract price shall be correspondingly increased to reimburse SAIC for the full amount of Foreign Taxes or Foreign Penalties. If SAIC, its subcontractors, or their respective employees are required to file a return or report with respect to any Foreign Taxes, the Contract price shall be

correspondingly increased to reimburse SAIC for the full cost to prepare and file any such return or report (“Foreign Return Charges”). If no further payments are due to SAIC under the Contract, Buyer shall reimburse SAIC for all Foreign Taxes, Penalties and Return Charges within 30 days of receiving an invoice for such amounts from SAIC.

B. If SAIC is required to collect VAT or similar sales or use taxes, SAIC will charge Buyer such amount as a separate item on its invoice or provide a separate invoice if no further invoices are issued under the contract. If SAIC is not registered to collect VAT or similar taxes, Buyer will pay such amounts directly to the taxing authority.

C. If after the effective date of the Contract, there are any changes or developments which may result in an increase in any foreign taxes, and/or any new foreign taxes or assessments are levied, or if the methods of administering or the rates of any foreign taxes and assessments are changed, and such new taxes, assessments, or changes result in an increased potential tax liability of SAIC, its subcontractors or their respective employees financial responsibility hereunder, the Contract price shall be correspondingly increased.

21. Import/Export Regulations

A. (Applicable for sales to Buyers and/or shipments outside the United States of America)

Buyer agrees that SAIC's performance under the Contract is subject to all of the required and continuing United States (U.S.) Government approvals, clearances, regulations, and export licenses. Should this Contract include commodities and/or technical data from SAIC Canada, the Canadian government export regulations shall also apply. In the event SAIC is unable to obtain or maintain any required approvals, clearances and/or export or import licenses, SAIC shall be excused from its obligation to provide those goods or services set forth in the Contract for which such approvals, clearances and/or export or import licenses are required.

Commodities will be exported in accordance with U.S. export regulations and, Canadian export regulations (if applicable), including but not limited to the International Traffic in Arms Regulations, the Export Administration Regulations, the regulations promulgated by the U.S. Department of Treasury and all other applicable U.S. laws and regulations (collectively, the “export regulations”). Diversion contrary to U.S. law and/or Canadian Law (if applicable) is prohibited. The commodities may not be resold, transferred, transshipped or re-exported without prior authorization by the U.S. Government

and/or Canadian Government (if applicable).

B. (Applicable to U.S. Buyers who intend to export shipments outside the United States of America)

SAIC's hardware, software, and technical data, as defined by the U.S. Government are subject to the U.S. export regulations. Should this Contract include commodities and/or technical data from SAIC Canada, the Canadian government export regulations shall also apply. Direct or indirect exportation/transfer contrary to U.S. law and/or Canadian law (if applicable) is prohibited. Buyer assumes all responsibility for securing commodity classifications, export licenses, shipment, and record keeping in accordance with applicable export regulations of the United States of America and/or Canada (if applicable).

C. Resales and Re-Export of Products

Buyer acknowledges that: a) any commodities and/or technical data consisting of or contained in Products provided subject to these terms are of U.S. or Canadian origin and subject to the U.S. and/or Canadian export regulations; b) that all sales of Products hereunder are routed transactions within the meaning of the U.S. and/or Canadian export regulations; and c) that any export or re-export thereof must be in compliance with the U.S. and/or Canadian export regulations. Buyer agrees that it shall not export or re-export, directly or indirectly any commodities and/or technical data (or direct products thereof) ordered subject to these terms in any form to (i) destinations in Country Group E:2, as specified in Supplement No. 1 to Part 740 of the EAR as modified from time to time by the U.S. Bureau of Industry and Security, (ii) destinations that are otherwise controlled or embargoed under U.S. or Canadian export regulations or (iii) entities or individuals which are listed on prohibited lists such as the Table of Denial orders maintained pursuant to such laws or regulations.

22. Changes

SAIC may suggest or Buyer may request changes within the scope of the Contract and applicable specifications. Should any such suggested changes cause an increase or decrease in the purchase price, or in the delivery or installation schedule, or affect any other Contract provisions, SAIC shall submit a proposed adjustment to the purchase price, schedule and/or any other provision affected by the change. Upon reaching a mutual agreement in writing thereto, SAIC shall proceed with such change.

23. Termination or Cancellation

A. Termination: Either party may only assert that the Contract is terminated for default pursuant to a material breach by the other party. In all such cases, the breaching party shall be afforded a reasonable period of time to remedy such material breach, but in any event not less than 30 days from the date that the breaching party receives a written cure notice from the asserting party specifying the nature of the breaching party's failure to comply with a material provision of the Contract.

B. Cancellation: Cancellation of the Contract or any part thereof shall result in a restocking fee to be charged to Buyer equal to 30% of the full purchase price of the cancelled items. Cancellation will be honored only within thirty (30) calendar days from Contract placement if product has not been shipped. SAIC will submit an invoice for the restocking fees and Buyer shall remit payment for such restocking fees within net 30 days after receipt of invoice. Credits due Buyer for prior amounts paid against cancelled items shall be applied to future payments due by Buyer or reimbursed by SAIC within net 30 days, if no future payments are due.

24. Warranties

A. The Products: Except as otherwise set forth in the offer, the Products are provided with a one (1) year return to factory warranty against defects in materials and workmanship from the date the Products are placed at the disposal of the Buyer at the named place of delivery. Repairs of defects will be performed by SAIC at no charge to the Buyer, subject to the limitations herein. To request warranty service, the Buyer must call SAIC's service coordinator for a return material authorization number. Buyer shall ship any defective parts in accordance with SAIC's return instructions together with any required documentation including details of the problems or failure, freight prepaid, to SAIC's repair facility. Upon receipt at SAIC's repair facility, SAIC shall be responsible for the costs and risk of loss of returning the repaired or replaced equipment to the Buyer. SAIC will retain and own all parts removed from the repaired equipment. .

B. Service and Repairs (if applicable): SAIC warrants service and repairs (hereinafter "Services") against defects in materials and workmanship for a period of 90 days after the date of service or repair. SAIC warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar Services. In the event of any breach of the foregoing warranty, provided Customer has delivered to

SAIC timely notice of such breach as hereinafter required, SAIC shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Services to conform to this standard; or (2) refund to Customer that portion of the Price received by SAIC attributable to the non-conforming Services. No warranty claim shall be effective unless Customer has delivered to SAIC written notice specifying in detail the non-conformities conforming Services or tender of the non-conforming Deliverables.

C. SAIC Software Warranty: Buyer agrees that it will be bound by the SAIC Standard Software License Agreement incorporated herein by reference. SAIC software warranties are set forth in the SAIC Standard Software License Agreement.

D. Third-Party Equipment, Software and Documentation (“third-party materials”):

Warranties for third party materials are warranted by the original equipment manufacturer(s) and such warranties shall pass through to the Buyer as extended to SAIC. To request warranty service for third-party materials, the Buyer shall notify SAIC of the defect with the material and the fault which caused the defect in order to receive a return authorization. SAIC, in support of the manufacturer's warranty, shall coordinate any such warranty returns, their repair, and return of goods to the Buyer. The Buyer shall ship any defective parts, freight prepaid, to SAIC after receiving an SAIC return authorization. The repair or replacement of goods under warranty is subject to the manufacturer's warranty and the limitations of paragraph (E) below.

E. The warranties listed above are valid only if the Buyer uses the items properly, within the operating specifications and instructions supplied by SAIC and only makes maintenance adjustments within the tolerances listed in the maintenance or operating manuals provided. Any and all warranties will be void and do not apply to failures or damage to hardware caused by sources outside the goods furnished hereunder including, but not limited to, events such as: misuse whether by fault, negligence, or otherwise, damage from peripheral power sources or equipment not delivered with the original system, conditions resulting from improper use of the equipment or operation of equipment outside the specified environmental conditions, conditions resulting from any modifications or repairs to the equipment other than made by SAIC or SAIC's vendor, acts of God, war, riots, insurrections, or force majeure events. SAIC shall not be liable for loss of profit, indirect, consequential, or special damages arising from any breach of warranty.

F. Any trouble calls or other costs incurred by SAIC for repair of an item returned with “no trouble found” or which has a voided warranty shall be billed to the Buyer at the current service parts and labor rates, portal to portal, with the explanation of said misuse, abuse, or damage. Likewise, calls required because of operational errors, maladjustment's, broken or disconnected cables, or other failures created and caused outside the direct control of SAIC or Buyers maintenance personnel not following the maintenance guidelines provided shall be billed as described in this paragraph.

THE EXPRESS WARRANTIES AND REMEDIES IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY SAIC. SAIC SPECIFICALLY DISCLAIMS AND BUYER WAIVES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE OR PAST DEALINGS BETWEEN THE PARTIES.

25. Modifications, Complete Agreement

No modifications of these Terms and Condition shall be effective unless in writing and signed by authorized representatives of the parties. The Contract constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Contract.

SAIC's proposal and these Terms and Conditions shall be included in the Contract by reference.

26. Applicable Law and Disputes

A. The Contract shall be interpreted, construed and governed by, and the relations between the parties determined by the laws in force in the State of California, United States of America.

B. Should any disputes or differences of any kind arise between the Buyer and SAIC, in

connection with or arising out of the Contract, or the performance hereunder, these will be settled by mutual agreement, which after having been written and signed by both parties, will become final and binding upon both Parties.

C. If no binding agreement can be reached, then the Buyer and SAIC will have the right to proceed to resolve the dispute through arbitration as follows: (1) For Buyers within the United States, arbitration shall be conducted according to the Rules of the American Arbitration Association ("AAA") for arbitration in the State of California, United States of America before one or more arbitrator(s) appointed in accordance with such rules; (2) For Buyers outside the United States, arbitration shall be conducted under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrator(s) appointed in accordance with such rules. The Arbitrator's decision will be final, binding and irrevocable upon both the Buyer and SAIC and not subject to any direct or indirect legal means. Arbitration shall take place in San Diego, California, U.S.A.

D. The judgment rendered by the Arbitrator upon the award may be entered in any court having jurisdiction for the purposes of obtaining an order of enforcement or judicial acceptance of the award, as the case may be. Buyer and SAIC hereby waive any immunity, sovereign or otherwise, that it would otherwise have to such jurisdiction and agrees that its rights, obligations and liabilities hereunder shall be determined in the same manner and to the same extent as those of a private litigant under like circumstances.

E. The Arbitrator's award may include compensatory damages against either party, but under no circumstances will the Arbitrator be authorized to nor shall he or she award consequential, special, punitive or multiple damages against either party.

27. Severability

If any provision of the Contract is held by a court of competent jurisdiction to be void, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

28. Order of Precedence

In the event of a conflict arising between the documents constituting a formal offer or quotation, the following descending order of precedence shall be given: (a) the formal quotation to which these terms are attached; (b) these terms and conditions; and (c) and Statement of Work or specification referenced or attached hereto; (d) any other attachments.

29. Survival

The provisions of paragraphs 11, 12, 16, 18, 19, 20, 21, and 26 above shall survive termination, cancellation or expiration of the Contract.