

STANDARD ORDER TERMS AND CONDITIONS

THESE STANDARD ORDER TERMS AND CONDITIONS shall apply to any Agreement (as defined below) by and between Stephenson Stellar Corporation (“SSC”) and Provider (as defined below).

ARTICLE I: TERMS AND CONDITIONS

Section 1.01 – Agreement: The Agreement executed by Stephenson Stellar Corporation and Provider (as defined thereunder) shall apply and such Agreement shall incorporate and include these STANDARD ORDER TERMS AND CONDITIONS as incorporated therein by reference including any Service Order and Purchase Order signed by SSC and Provider. For purposes of this Agreement, the term “Agreement” shall include the Agreement and these STANDARD ORDER TERMS AND CONDITIONS.

ARTICLE II: DEFINITIONS

Section 2.01 -- Recitals: The above recitals and identification of parties are true and correct.

Section 2.02 -- Definitions: The following definitions shall apply:

- (1) Provider: The term “Provider” shall mean the party providing the Services to SSC as defined under the applicable Service Order.
- (2) Agreement: The term “Agreement” shall mean any agreement for the purchase of Services or Goods as signed by SSC and Provider incorporating by reference these STANDARD ORDER TERMS AND CONDITIONS including (without limitation) Service Orders and Purchase Orders (as defined herein) signed by SSC and Provider.
- (3) Associates: The term “Associates” shall mean employees of SSC and independent contractors hired by SSC.
- (4) Authorized Person: The term “Authorized Person” shall mean (i) employees of Receiving Party with a need to know Confidential Information who agree to maintain the confidentiality of such Confidential Information and (ii) a person or organization who is authorized in writing by Disclosing Party to receive Confidential Information and who agrees to maintain the confidentiality of such Confidential Information.
- (5) Cancellation Notice: The term “Cancellation Notice” shall mean that written notice sent by one party to this Agreement to the other party to this Agreement seeking to cancel this Agreement or a Service Order because of breach by such other party.
- (6) Confidential Information: The term “Confidential Information” shall mean all information disclosed by Disclosing Party to the Receiving Party which is identified by Disclosing Party in writing as proprietary or confidential at the time such information comes into the possession or knowledge of the Receiving Party and which is not: (i) already known to the Receiving Party; (ii) in the public domain; (iii) conveyed to the Receiving Party by a third party; (iv) released by the Disclosing Party without restriction; (v) independently developed by the Receiving Party; and (vi) required by Court Order to be released by the Receiving Party.
- (7) Provider Facility: The term “Provider Facility” shall mean the facility of Provider located at the address set forth for Provider in the applicable Service Order.
- (8) Provider Materials: The term “Provider Materials” shall mean information authored solely by Provider (excluding the Deliverables).
- (9) Deliverables: The term “Deliverable” shall mean deliverables provided to SSC by Provider in connection with Services or as defined in the applicable Service Order, including any and all notes, memoranda, reports, findings, telephone logs conversation records, or other data prepared by Provider in connection with performance of the Services.
- (10) Disclosing Party: The term “Disclosing Party” shall mean a party to this Agreement who discloses Confidential Information to the other party to this Agreement.
- (11) Effective Date: The term “Effective Date” shall mean the date this Agreement is signed by SSC and Provider (whichever is later).
- (12) Fee: The term "Fee" shall mean an amount of money defined as the Fee for performance of Services as set forth in a Service Order.
- (13) Price: The term "Price" shall mean an amount of money defined as the Price for the Goods as set forth in a Service Order.
- (14) SSC Technology: The term “SSC Technology” shall mean any and all Technology developed by SSC, whether exclusively or jointly with Provider or a third-party, regardless of the source of the funding for such development.
- (15) Proprietary Information: The term “Proprietary Information” shall mean the Confidential Information disclosed by SSC (excluding Third Party Technology), Deliverables, and SSC Technology.

- (16) Restatements: The term “Restatements” shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act and Section 1839 of Title 18 of the United States Code (18 U.S.C. §1839).
- (17) Receiving Party: The term “Receiving Party” shall mean a party to the Agreement who receives Confidential Information from the other party to this Agreement.
- (18) Goods: The term “Goods” shall mean Goods as defined under a Purchase Order as signed by Provider and SSC.
- (19) Services: The term “Services” shall mean services as defined under a Service Order as signed by Provider and SSC.
- (20) Technology: The term “Technology” shall mean (i) evaluation, technical, scientific, engineering, marketing, financial and business reports, plans, studies, diagrams, forms, or flow charts; (ii) all forms and types of scientific, technical, economic, or engineering information; and (iii) information, data, ideas, works of authorship, computer software, source code, object code, executable code, documentation, databases, database designs, data dictionaries, data models, fields, records, scripts, texts, interface designs, protocols, screen displays, graphics, web sites, links, patterns, compilations, formulas, methods, methodologies, processes, derivative works, machines, articles of manufacture, improvements, hardware, components, peripherals, equipment, whether tangible or intangible, and whether stored, compiled or memorialized (without limitation) physically, electronically, graphically, photographically, or in writing.
- (21) Term: The term “Term” shall mean a period of time starting with the Effective Date and continuing until the day next preceding the first anniversary of the Effective Date, subject to renewal, termination or cancellation as set forth under Article VII of this Agreement.
- (22) Third Party Technology: The term “Third Party Technology” shall mean Technology of which the copyright, trademark, patent, trade secrets (as the case may apply) are owned by a third party.
- (23) Order: The term “Order” shall mean and reference Service Orders and Purchase Orders (as the case maybe).
- (24) Service Order: The term “Service Order” shall mean those certain Service Orders for the purchase of Services (the form of which is attached hereto as Exhibit A and by this reference incorporated herein) as signed by SSC and Provider.
- (25) Purchase Order: The term “Purchase Order” shall mean those certain Purchase Orders for the purchase of Goods (the form of which is attached hereto as Exhibit B and by this reference incorporated herein) as signed by SSC and Provider.

ARTICLE III: GOODS and SERVICES

Section 3.01 -- Consulting: Provider shall provide Services to Provider as provided in each Service Order.

Section 3.02 -- Goods: Provider shall provide Goods to Provider as provided in each Purchase Order.

Section 3.03 -- Scope: The scope of this Agreement shall include each Order as signed by SSC and Provider, the terms of which are incorporated herein and made a part hereof. In the event of any conflict between the terms of this Agreement and the terms of any Order, the terms of the applicable Order shall govern for the Services or Goods provided thereunder.

Section 3.04 -- Cooperation: Subject to applicable law and the contract, management and professional obligations of SSC, SSC shall cooperate in good faith with Provider and provide Provider with information (subject to the approval of SSC in each instance) as needed by Provider in performing Services or providing Goods as set forth under the applicable Order.

Section 3.05 -- Facilities: Unless otherwise required (as determined exclusively by SSC and provided in the applicable Service Order), the Services shall be performed at the office facilities of Provider.

Section 3.06 -- Acceptance: The Services shall be deemed performed by Provider and accepted by SSC upon written approval by SSC. The personnel assigned to perform the Services shall be determined by Provider subject to the written approval of SSC. Except as otherwise provided in the applicable Purchase Order, the Goods shall be deemed delivered by Provider and accepted by SSC upon written approval by SSC.

Section 3.07 -- Schedule: Except as provided under the applicable Service Order, the Services shall be performed during the hours of 8:00 a.m. through 5:00 p.m., Eastern Standard Time, Monday through Friday (excluding holidays), unless otherwise required.

Section 3.08 -- Federal Contract: The terms of any applicable United States Federal Government Contract (including, without limitation, applicable subcontract and “flow down” clauses) (“Contract”) shall apply to any Order referencing such Contract as a term of the Order. Provider represents and warrants that Provider shall comply with such Contract

clauses and perform the Services and provide the Goods in compliance with such Contract requirements.

ARTICLE IV: PAYMENT

Section 4.01 -- Fee: SSC shall pay Provider the Fee as set forth in the applicable Service Order.

Section 4.02 -- Price: SSC shall pay Provider the Price as set forth in the applicable Purchase Order.

Section 4.03 -- Costs: Subject to the terms of applicable Service Orders and applicable Purchase Orders as well as SSC policies, procedures and documentation requirements, SSC shall reimburse Provider for “out-of-pocket” costs and expenses incurred by Provider in performing the Services and providing the Goods under this Agreement as authorized and approved by SSC in writing in advance. Provider shall pay any and all applicable taxes, fees and penalties as may be assessed against Provider in connection with this Agreement (including, without limitation, any and all sales and income taxes as well as regulatory and licensing fees, and fines incurred by Provider in connection with performing the Services and providing the Goods).

Section 4.04 -- Invoicing: Except as otherwise provided in the applicable Service Order, Provider shall invoice SSC monthly for Fees and Costs in connection with Services under this Agreement. Except as otherwise provided in the applicable Purchase Order, Provider shall invoice SSC for the Price of Goods within thirty (30) days after acceptance of such Goods by SSC. SSC shall pay any such invoices within thirty days of approving such invoice. Such invoices shall comply with all SSC billing and invoice policies and procedures, including limits on allowable expenses as may apply under applicable law, contract or SSC Policies on reimbursable expenses and fees.

ARTICLE V: INTELLECTUAL PROPERTY

Section 5.01 – Proprietary Information: Title to the Proprietary Information, including all ownership rights to patents, copyrights, trademarks, and trade secrets in connection therewith, shall be the exclusive property of SSC. Provider hereby assigns and transfers to SSC any and all rights, title and interests that Provider may have or accrue in the Proprietary Information, including all ownership rights in patents, copyrights, trademarks, and trade secrets in connection therewith.

Section 5.02 -- Confidential Information: Receiving Party shall not disclose Confidential Information except to Authorized Persons. Receiving Party shall not duplicate, use, or disclose Confidential Information except as permitted under this Agreement. All information concerning the business, contracts, products, services and technical plans of SSC, the Services, Deliverables, SSC Technology and this Agreement which is disclosed by SSC to Provider or learned

by Provider and which is not: (i) already known to Provider from a source other than SSC; or (ii) independently developed by Provider shall be deemed Confidential Information of SSC.

Section 5.03 -- Modifications: The execution of this Agreement or the disclosure of Confidential Information hereunder shall not be construed as the grant of a license to Provider to use the Confidential Information to prepare derivative works therefrom.

Section 5.04 -- Trade Secrets: Provider hereby acknowledges and agrees that the Confidential Information disclosed by SSC to Provider derives independent economic value (actual or potential) from not being generally known to the other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts under the circumstances to maintain its secrecy; and is a trade secret of SSC as defined under applicable State Statute and any Restatements.

Section 5.05 – No Contest: Provider shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, patents, and trade secrets of SSC.

Section 5.06 – Provider Information: Title to Confidential Information disclosed by Provider to SSC (excluding Third Party Technology) and Provider Materials, including all ownership rights to patents, copyrights, trademarks, and trade secrets therein, shall be the exclusive property of Provider.

ARTICLE VI: WARRANTY

Section 6.01 -- Service Warranty: The Services shall be performed on a reasonable efforts basis by qualified personnel in accordance with standard industry and professional practices for similar services. Provider shall comply with all applicable law in performing the Services.

Section 6.02 – Goods Warranty: Provider hereby represents and warrants that the Goods shall meet the specifications and requirements set forth in the applicable Purchase Order. Provider hereby assigns to the party designated by SSC to receive title to the Goods (as set forth in the applicable Purchase Order) any and all applicable manufacturer and distributor warranties for the Goods as of the date such Goods are accepted by SSC as provided under Section 2.06 of this Agreement.

Section 6.03 – Title: Provider hereby represents and warrants that Provider has the right to provide and deliver the Goods to SSC as provided in the applicable Purchase Order and to transfer title to the Goods to the party designated by SSC in the applicable Purchase Order. Upon acceptance of the Goods by SSC as provided under Section 2.06 of this Agreement, title to the Goods shall be assigned and transferred to the party designated by SSC in the applicable Purchase Order.

Section 6.04 -- No Violation of Contract: Provider hereby represents and warrants that the performance of this Agreement (including any applicable Order) by Provider shall not violate any agreement, contract or other obligation under which Provider is bound, or any rights, title, or interest of any third party. Provider shall comply with the terms and conditions and applicable contract provisions for the Services and Goods as set forth in the applicable Order.

Section 6.05 -- Limitation of Damages: Neither party shall be liable to the other party under this Agreement for any indirect, lost profits, consequential, exemplary, incidental, or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether such party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

Section 6.06 -- Force Majeure: Neither party shall be liable to the other party for failing to perform its obligations hereunder because of circumstances beyond the control of such party. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, termination by the United States of any applicable federal government contract, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, war, laws, court orders, telecommunication failure, electronic mail failure, power failure, delays in transportation or deliveries of supplies or materials and acts of God.

Section 6.07 -- SSC Indemnification: Provider shall release, indemnify, defend and hold harmless SSC (including parents, subsidiaries, affiliates, officers, employees, agents, directors, and independent contractors of SSC) from and against any claims, liability, damages, costs or losses (including reasonable attorney fees) arising from or in connection with performance of any Order or any violation of law by Provider, breach of this Agreement or an Order by Provider, and any negligent or willful act by Provider causing damages to SSC.

Section 6.08 -- Reliance: Unless advised to the contrary in writing at the time of disclosure, SSC shall be entitled to rely on any information provided by Provider as true and correct. Provider shall not disclose to SSC or induce SSC to use any secret process, trade secret or other confidential or proprietary knowledge or information belonging to a third party (including, without limitation, the United States) except as expressly authorized by such third party.

Section 6.09 -- Insurance: Provider shall maintain, at its own expense, all necessary insurance, including (without limitation) workers compensation, disability, unemployment insurance, public liability, product liability, property liability, property damage, professional liability, malpractice and automobile liability insurance against all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property arising out of or in connection with this Agreement which are the result of the fault or negligence of Provider.

ARTICLE VII: TERMINATION

Section 7.01 -- Renewal: This Agreement and each Order shall only be terminated or canceled as provided under this Article VII. This Agreement shall be valid for the Term. The Term for the Agreement shall automatically renew on each anniversary of the Effective Date, subject to advance written notice of Termination as provided in Section 7.02. The term for an Order shall be as set forth in the applicable Order, and shall not be subject to automatic renewal except as expressly set forth in such applicable Order.

Section 7.02 -- Termination: SSC may terminate this Agreement or an Order for convenience (i.e., any reason or no reason) upon providing thirty (30) days written notice of termination to Provider. Termination of this Agreement by SSC shall terminate this Agreement and each Order. Termination of an Order shall terminate such Order only.

Section 7.03 -- Cancellation: If a party violates its obligations under this Agreement or an Order, the other party may cancel this Agreement or such Order by sending Cancellation Notice describing the noncompliance to the noncomplying party. Upon receiving Cancellation Notice, the noncomplying party shall have twenty (20) days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required twenty (20) day period, the party providing Cancellation Notice shall have the right to cancel this Agreement and such Order as of the twenty-first (21st) day after the date of the Cancellation Notice. Cancellation of this Agreement shall cancel this Agreement and each Order. Cancellation of an Order shall cancel such Order only.

Section 7.04 -- Return of Materials: Upon termination or cancellation of this Agreement, Provider shall return to SSC all Proprietary Information of SSC and shall provide SSC with a certificate of compliance with this Section 7.04 signed by an authorized representative of Provider. Upon termination or cancellation of an Order, Provider shall return to SSC all Proprietary Information incidental to such Order.

ARTICLE VIII: MISCELLANEOUS

Section 8.01 -- Assignments: All assignments of rights under this Agreement by Provider, without the prior written consent of SSC, shall be void.

Section 8.02 -- Public Announcements: All public announcements of the relationship of SSC and Provider under this Agreement shall be subject to the prior written approval of SSC.

Section 8.03 -- Entire Agreement: This Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning the subject matter herein. The Orders, together with any schedules, appendices and other attachments thereto or other agreements (including this Agreement) which are specifically incorporated therein as part of this Agreement,

shall constitute the entire agreement between Provider and SSC with respect to the matters referred to therein, and shall supersede all proposals, oral or written, and all other communications between the parties in relation to the subject matter of the Orders which have not otherwise been incorporated in writing as a part of the Orders.

Section 8.04 -- Employee Pirating: During the Term and continuing two years thereafter, Provider shall not (1) induce or solicit (directly or indirectly) any Associate of SSC to leave the employ or hire of SSC or (2) engage (directly or indirectly) the services of an Associate (as an employee, consultant, independent contractor, or otherwise) without the advance written consent of SSC.

Section 8.05 -- Amendments and Modifications and Severability: Alterations, modifications, or amendments of a provisions of this Agreement shall not be binding unless such alterations, modifications or amendments are in writing and signed by authorized representatives of SSC and Provider. If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 8.06 -- General: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit, or describe the scope or intent of this Agreement or any particular section, paragraph, or provision. Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 8.07 -- Governing Law: This Agreement shall be governed by the laws of the State of Louisiana without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction, and venue shall be Baton Rouge, Louisiana.

Section 8.08 -- Notice: Notices shall be in writing and shall be deemed delivered when delivered by commercial next business day delivery service, Certified or Registered Mail – Return Receipt Requested or by hand to the address set forth in this Agreement for SSC and Provider (with copy to applicable email address). Notices shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

Section 8.09 -- Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

Section 8.10 -- Relationship of the Parties: Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 8.11 -- Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association in Baton Rouge, Louisiana. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Three Qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of the American Arbitration Association. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure.

Section 8.12 -- Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy for SSC. Therefore, SSC shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Provider.

Section 8.13 -- Continuation: The terms and provisions of Articles V and VI shall survive termination and cancellation of this Agreement.

EXHIBIT A

Service Order Form
to the AGREEMENT between
_____ (“Provider”)
and
Stephenson Stellar Corporation (“SSC”)

THIS SERVICE ORDER is made as of the Service Order Date by and between SSC and Provider, as follows:

- (1) Scope of Work: Provider shall perform the following services (“Consulting Services”):

- (2) Deliverables: The Consulting Services shall include development of the following deliverables (“Deliverables”):

- (3) Provider Responsibilities: Provider shall perform the tasks and provide the following items as a condition precedent to the obligations of SSC hereunder:

- (4) Term: The term of the Service Order shall begin on the Service Order Date and end on the following date:

- (5) Fees/Costs: The Fees and Costs for the Consulting Services shall be as follows:

- (6) Personnel/Location: The personnel and location for the Consulting Services shall be as follows:

- (7) Services Agreement: The STANDARD ORDER TERMS AND CONDITIONS are hereby incorporated herein and made a part hereof.

- (8) Service Order Date: The term “Service Order Date” for this Service Order shall mean the date this Service Order is signed by SSC and Provider (whichever is later).

- (9) Additional Terms: The following additional terms shall apply:

SSC:
Stephenson Stellar Corporation

PROVIDER:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT B



PURCHASE ORDER

SSC P.O. #202 _ - __
 DATE: _____, ____

Stephenson Stellar Corporation (SSC)
 1200 Brickyard Lane – Suite 208
 Baton Rouge, LA 70802
 ATTN: Nancy Homan

VENDOR: _____

 ATTN: _____

SSC POC: Nancy Homan, Contracting Officer
 Phone: 814.421.5437
 Email: nhoman@stephensonstellar.org

DPAS RATING:

SHIPPING TERMS	SSC CONTRACT #	CONTRACT TYPE	PAYMENT TERMS	DELIVERY DATE
			SEE BELOW**	

QTY	ITEM #	DESCRIPTION	SSC PROJ #	LINE TOTAL
		Period of Performance: The STANDARD ORDER TERMS AND CONDITIONS are hereby incorporated herein and made a part hereof. Title to Goods shall pass to SSC upon delivery. Please submit invoicing requests via email to: Ms. Barbara Honkus, Manager, Finance & Administration Email: bhonkus@stephensonstellar.org and to PR@stephensonstellar.org Send all correspondence to Nancy Homan @ SSC Email: nhoman@stephensonstellar.org ; 814.421.5437		\$ ____.
			TOTAL	\$ ____.

Vendor Acceptance: _____ *Date* _____ *SSC Authorized by:* _____ *Date* _____

<i>Signed:</i>	<i>Signed:</i>
	Nancy Homan / Contracting Officer

Name / Title