

TERMS

1. SERVICES. Subject to the terms agreed in this Agreement, Elivated agrees to provide the services set forth in the Pricing table above (hereinafter the "Services"). Except as otherwise provided in this Agreement, Elivated has the express authority to control and direct the means, manner and methods of performance of the Services hereunder and such Services shall be performed at a time determined by Elivated.

2. FEES AND PAYMENT.

2.1. Fees. The fee schedule for the Services provided under this Agreement are set forth in the Pricing table above.

2.2. Terms of Payment. All invoices shall be paid in U.S. dollars within thirty days of the invoice date. In the event Elivated is required to retain counsel to assist it in the collection of Fees due to it by Client, regardless of whether a formal action is brought, Elivated shall be entitled to recover all costs and expenses incurred by it, including reasonable attorneys' fees, from Client.

2.3. Non-Refundable. Any payments made by Client in accordance with this Agreement shall, once they are paid, not be refundable nor creditable for any reason whatsoever.

3. DEFAULT AND TERMINATION. In the event Client fails to pay the Fees due for the Services purchased hereunder, Client shall be considered "in default" of this Agreement. If Client is in default, as described herein, Elivated may, in Elivated's sole and absolute discretion, discontinue the Services provided under this Agreement until such time that Client is no longer in default without in any way affecting Elivated's rights under this Agreement. In its sole and absolute discretion, Elivated may also terminate this Agreement for Client's failure to make timely payments under this Agreement.

Client acknowledges and agrees that if said interruption to Service should occur, Elivated shall not be liable to Client as a result of such interruption or discontinuation of Services.

4. CONFIDENTIALITY. In connection with the Services, each party (each a "Disclosing Party") may furnish certain information to the other party (each a "Receiving Party") that is non-public, confidential and/or proprietary in nature. The failure to mark any confidential information as confidential, proprietary or otherwise shall not affect its status as confidential information hereunder. Each party agrees that it shall not disclose such information (except on a need-to-know basis to employees, agents and representatives who are legally obligated to protect the confidentiality of such information) and it shall not use, modify, copy, or reproduce such confidential information other than to fulfill its obligations under this Agreement. Receiving Party shall, upon the termination of this Agreement, return to Disclosing Party all tangible manifestations of confidential information received by Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) or, at Disclosing Party's request, destroy such information and certify as to such destruction. The prohibitions contained in this Section shall not apply to information: (a) already lawfully

known to or independently developed by Receiving Party; (b) disclosed in published materials; (c) generally known to the public; (d) lawfully obtained from any third party; or (e) tangible materials provided to Receiving Party. Receiving Party agrees to notify Disclosing Party promptly if at any time a request or demand of any kind is made to Receiving Party to disclose any confidential information. Disclosing Party shall have the right, at its own cost, to intervene in any proceeding in which Receiving Party is being asked to disclose any confidential information. Elivated and its employees and/or representatives may freely use and disclose, including in the performance of services for others, their general skills, knowledge, experience, and know-how, including, without limitation, general processes, concepts, methods, techniques and other residual information learned in the performances of the Services, subject only to Elivated's obligations set forth above in this Section regarding Client's confidential information and ownership rights.

5. CLIENT PROPERTY.

5.1. Definitions. For the purposes of this Agreement, the following are defined as:

5.1.1. "Preexisting Works" shall mean all designs, ideas, discoveries, inventions, products, computer programs, source code, procedures, improvements, documents, information and materials developed by either party prior to the Effective Date of this Agreement and independent of the other party's personnel, resources and confidential information.

5.1.2. "Designs and Materials" means all designs, ideas, discoveries, inventions, products, computer programs, source code, procedures, improvements, documents, information and materials made, conceived or developed by Elivated alone or with others, which result from or relate to the Services rendered under this Agreement.

5.2. Assignment of Ownership. Elivated hereby transfers and assigns to Client, as part of the compensation paid under this Agreement, any and all of Elivated's right, title and interest in and to the Designs and Materials including, but not limited to, all copyrightable works and copyrights, patent rights, trade secrets and trademarks. Notwithstanding the provisions of this Section, if the Designs and Materials incorporate, duplicate and/or rely upon Elivated's Preexisting Works, Elivated shall fully retain ownership of such Elivated Preexisting Works, but Elivated hereby licenses such Preexisting Works to Client to use, or have third parties use on Client's behalf, or the Client's customer use such Preexisting Works as is reasonably required to fully exploit the Services performed by Elivated hereunder.

5.3. Return of Company Property. Elivated will return to Client any Client property that comes into Elivated's possession in the course of this Agreement, when requested by Client, and in all events, at the termination or expiration of this Agreement. Elivated shall not remove any Client property from Client's premises without written authorization from Client. Such property shall include, but not be limited to, product demonstration units, all memoranda, notebooks, drawings, blueprints and any other documents containing Confidential Information, as defined above.

6. DURATION AND TERMINATION.

6.1. This Agreement will commence on the date of its signature by both Parties or, if signatures do not occur simultaneously, when the latest signature is given (the "Effective Date") and will continue until final completion of the Services or until terminated as provided in this Section. This Agreement may be terminated by Client for any or no reason by giving Elivated thirty (30) days written or oral notice of such termination. Should either party default in the performance of this Agreement, or materially breach any material terms, the non-breaching party, at its option, may terminate this Agreement by giving written notice to the breaching party and ten days for the breaching party to cure such breach, except in the event of a material breach of Section 4 of this Agreement, in which case the non-breaching party may terminate this Agreement immediately upon providing written notice.

6.2. Termination of this Agreement shall not limit either party from pursuing any other remedy available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all amounts payable by Client hereunder.

7. WARRANTIES; DISCLAIMERS. IT IS THE EXPRESSED GOAL OF ELIVATED TO PROVIDE THE CLIENT WITH 100% SATISFACTION. TO THAT END, ELIVATED WILL PERFORM THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER WITH PROFESSIONAL DILIGENCE AND SKILL USING TRAINED PERSONNEL, AND IN ACCORDANCE WITH REASONABLE COMMERCIAL STANDARDS. ELIVATED SHALL NOT, HOWEVER, BE LIABLE FOR ANY SERVICES OR MATERIALS PROVIDED BY ANY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO CLIENT BY ELIVATED EXCEPT FOR ANY SERVICES PROVIDED TO ELIVATED BY AN ELIVATED SUBCONTRACTOR.

8. LIMITATION OF LIABILITY. EXCEPT FOR EACH PARTY'S LIABILITY ARISING OUT OF THE PAYMENT OF AMOUNTS DUE UNDER THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENTIRE LIABILITY OF EACH PARTY TO EACH OTHER OR ANY THIRD PARTY FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT ELIVATED HAS RECEIVED FROM CLIENT IN CONNECTION WITH THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE ACCRUAL OF ANY SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOST PROFITS OR LOSS OF RECORDS OR DATA, LOSS OR DAMAGE TO ANY NETWORKS, SYSTEMS, DATA OR FILES, COMPUTER FAILURE OR MALFUNCTION REGARDLESS OF THE FORM OF ACTION OR LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN ELIVATED AND CLIENT. ELIVATED'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

8.1. ELIVATED SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES OR LOSSES SUSTAINED BY CLIENT RESULTING FROM THE LOSS OF ANY DATA STORED ON ANY EQUIPMENT. CLIENT HEREBY ASSUMES COMPLETE AND FULL RESPONSIBILITY FOR PROPERLY BACKING-UP ALL DATA FROM ALL EQUIPMENT PRIOR TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT HEREBY WAIVES ANY AND ALL CLAIMS FOR, OR LOSSES AND/OR DAMAGES ARISING FROM THE LOSS OF ANY DATA OR SOFTWARE STORED IN/ON ANY EQUIPMENT SUBJECT TO, OR RELATING TO, THIS AGREEMENT.

9. APPLICABLE LAW, JURY TRIAL WAIVER, AND JURISDICTION. This Agreement shall be governed and construed in all respects under the laws of the State of Maryland, without regard its conflicts of laws rules and law. The Parties hereby irrevocably and unconditionally submit to the jurisdiction of the Circuit or District Courts of Baltimore City, Maryland and agree that any legal action or proceeding relating to this Agreement shall be brought in such jurisdiction and venue.

10. MISCELLANEOUS.

10.1. Force Majeure. Elivated shall not be deemed to be in default or liable for any damages, if any, for delays in delivery, failure to perform, or interruption of service due to causes beyond the control and without the fault or negligence of Elivated. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of the federal or any State or local government, civil or military catastrophes, transportation delays, inability to obtain materials or parts, fires, floods, epidemics, quarantine restrictions, strikes, disturbances or embargoes, or for any occurrence beyond its reasonable control.

10.2. Independent Contractor. Elivated and Client agree that in rendering the Services hereunder, Elivated is acting solely as an independent contractor and not as an agent, employee or partner of Client for any purpose. Elivated has no authority to bind Client in any contractual relationship. Elivated shall be solely responsible for filing all tax returns and paying all federal, state or local income, payroll or withholding taxes on all compensation payable to Elivated hereunder as an independent contractor. Elivated shall not be entitled as a result of any Services provided under this Agreement to participate in, or receive any benefits from, any employee benefit plan or program or fringe benefits maintained by Client, including without limitation any workers' compensation, medical, life or other insurance plans, paid vacations, paid holidays, pension, profit sharing, Social Security, or other plans or benefits. Elivated is expected to provide its own reasonable materials and working facilities as are suitable to fulfill the Services hereunder.

10.3. No Partnership or Agency. Nothing in this Agreement shall: (i) be deemed a partnership in law between the Parties; (ii) constitute either party an agent of the other for any purpose; or (iii) entitle either party to commit or bind the other (or any member of its respective group) in any manner.

10.4. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered given when delivered: (1) personally, (2) by postage three days after the date deposited in the United States mail, postage prepaid, addressed as set forth above, or (3) by email with

confirmation of delivery. Either party may change such addresses from time to time by providing written notice in the manner set forth above.

10.5. Severability. If any provision of this Agreement or the application thereof to any party or circumstance is held to be invalid, illegal, or unenforceable in any respect, that provision to that extent shall be severed from this Agreement (but, to the extent permitted by law, not otherwise), and shall not affect the remainder hereof, and the Parties agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

10.6. Assignment. This Agreement shall bind and inure to the benefit of Elivated's successors and assigns, including without limitation, any entity into which Elivated shall merge or consolidate. Client may not assign, directly or indirectly, by operation of law or otherwise, any of Client's rights or obligations under this Agreement without the prior written consent of Elivated. Any attempted assignment, delegation, or transfer by Client without such consent of Elivated shall be void.

10.7. Waiver and Modification. No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. No waiver, modification or amendment of any provision hereof will be effective unless it is in a signed writing by the Parties. No representative, agent, salesperson or service engineer is authorized by Elivated to give any guarantee, warranty or to make any representation contrary to this Agreement. Only a duly authorized officer of Elivated can modify or alter this Agreement and such modification can only be in a writing signed by the Parties.

10.8. Survival. The Parties acknowledge and agree that any provision which, by its nature, are ongoing, shall survive cancellation or termination of this Agreement.

10.9. Entire Agreement. The terms and conditions set forth herein constitute the entire Agreement between Elivated and Client and supersede any other agreements or offers, including any purchase order of Client, prior or contemporaneous oral or written understandings, or communications relating to the subject matter hereof.

10.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

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