



CONSORTIUM MEMBERSHIP AGREEMENT

Agreement among Members of the

SYSTEM OF SYSTEMS CONSORTIUM (SOSSEC)

Concerning

Continuous support to federal, state and local initiatives and support to the DoD and other Federal Agencies

Effective Date: 10 April 2021

Registered with DOJ and FTC pursuant to the National Cooperative Research and Product Act of 1993 (15 U.S.C. 4301) on 09/25/07.

*Approved by Robert J. Kent, Executive Director, SOSSEC Consortium

CONSORTIUM MEMBERSHIP AGREEMENT

PREAMBLE	1
WITNESSETH	1
ARTICLE I - DEFINITIONS	2
ARTICLE II - THE CONSORTIUM.....	3
2.1. Background.	3
2.2. Establishment of Consortium	3
2.3. Consortium Members	3
2.4. Consortium Membership Requirements	3
2.4.1 Minimum Requirements Directed by the Sponsor(s).....	3
2.4.2 Requirements Directed by the Consortium	4
2.5. Memorandum of Agreement	5
ARTICLE III - CONSORTIUM MANAGEMENT AND ADMINISTRATION.....	5
3.1. Organization and Administration.	5
3.1.1. Additional Consortium Members.....	5
3.1.2 Consortium Board of Directors	5
3.2. Consortium Administrative Organization (CAO) and OT Lead.....	5
3.3. Responsibilities of the Consortium Administrative Organization	5
3.4. General Membership Meetings and Meeting Attendance.....	5
3.5. DELETED.....	6
3.6. Consortium Committees.....	6
3.6.1. Business Development Committee Responsibilities.	6
3.6.2. Integrated Product Teams (IPTs)	6
3.6.3. Diligent Efforts	6
ARTICLE IV - DATA RIGHTS AND RESPONSIBILITIES	7
ARTICLE V - EXPORT CONTROLS	7
5.1. Export Controls	7
ARTICLE VI - WITHDRAWAL OF CONSORTIUM MEMBERS	7
6.1. Voluntary Withdrawal.....	7
6.2. Effect of Withdrawal	7
6.2.1. Rights of a Consortium Member.....	7
6.2.2. Continued Funding and Technology Contribution Commitment.....	7
ARTICLE VII - TERM, RENEWAL, AND TERMINATION.....	8
7.1. Term.	8
7.2. Material Breach or Default by a Consortium Member	8
ARTICLE VIII - REPRESENTATIONS AND WARRANTIES	8
8.1. Representations and Warranties of All Parties.	8
ARTICLE IX - LIMITATION AND CROSS-WAIVER OF LIABILITY	8
9.1. Waiver of Liability.....	8
9.2. Subcontractors or Sub-entities.....	8
9.3. Inapplicability	8
9.4. Limitation of Liability.....	9
ARTICLE X - DISPUTE RESOLUTION.....	9

10.1. Dispute Resolution Process	9
10.2. Dispute Resolution Representatives.	9
10.3. Alternative Dispute Resolution	9
10.3.1. ADR Request.....	9
10.3.2. Additional Issues.....	9
10.3.3 No ADR of Patent Issues.....	10
10.4. Arbitration Procedure	10
10.5. Governing Law.....	10
ARTICLE XI - GENERAL PROVISIONS	10
11.1. Independent Contractors.....	10
11.2. Parties Bound.	10
11.3. Assignment.....	10
11.4. Affiliates.....	10
11.5. Agreement.....	11
11.6. Amendment.	11
11.7. Waiver.....	11
11.8. Severability.....	11
11.9. Counterparts	11
11.10. Public Announcements.....	11
11.11. No Third Party Beneficiary Rights.....	11
11.12. Force Majeure.	11
11.14 Order of Precedence.	12
11.15 Entire Agreement	12
11.16 Non-Disclosure Agreement.....	12
11.17 Consortium Membership and Business Development Activities	12

PREAMBLE

This Consortium Membership Agreement (CMA) has been updated and this version is made effective as of (the “Effective Date) by, between, and among, the membership in the SOSSEC Consortium referred to as “Consortium Member” or, collectively as “Consortium Members”. The Consortium Members may also be referred to herein individually as a “Party” or collectively, as “Parties.”

WITNESSETH

WHEREAS, the Parties intend to enter into a Section 815 Other Transactions Agreement (the “OT Agreement”) and/or contracts with federal, state and local Sponsor(s) for the funding of certain research and development to be conducted, in partnership with these entities and other Consortium Members, for the SOSSEC Consortium in support to the mission of the Sponsor(s) and other related federal, state and local agencies.

WHEREAS, the Parties wish to ensure quick and efficient delivery of technology solutions to enhance the nation’s abilities to support National Security and the defense mission of the United States;

WHEREAS, the Parties wish to concurrently develop, sustain and expand their collective strategic technical superiority;

WHEREAS, the Parties wish to provide a unified and coordinated message to the collective Defense community as to the strategically important role of systems of systems for the support of military operations in a coordinated environment;

WHEREAS, the Parties wish to define programs and obtain program funding that is focused on the development, demonstration and transition of key technologies that will result in Defense/systems improvements or the fielding of new systems or system upgrades.

ARTICLE I - DEFINITIONS

When used in this Agreement, the following terms, whether used in the singular or plural, shall have the meanings set forth herein.

- 1.1. "Consortium Member" refers to the individual organizations who become signatories to this Agreement after the Effective Date pursuant to the procedures set forth herein and in the specific OT Agreement between the Consortium Members and the Sponsoring agency.
- 1.2. "Party" refers to a Consortium Member that has signed the CMA.
- 1.3. "Agreement" refers to this Consortium Member Agreement.
- 1.4. "Consortium" refers to the System of Systems Consortium (SOSSEC) which is made up of Consortium Members from industry, academia, non-profit organizations, and not-for-profit entities pursuant to this Agreement.
- 1.5. "Consortium Board of Directors" refers to those individuals elected to govern the affairs of the consortium.
- 1.6. "Consortium Administration Organizations" or the "OT Lead" means SOSSEC, Inc.
- 1.7. "Notifications" means formal communication to Membership organizations, Consortium Board of Directors via emails, website, and meetings.
- 1.8. "Consortium Membership Agreement" refers to this Agreement as it governs the rights and obligations of the Consortium Members as they relate to the organization and operation of the Consortium.
- 1.9. "Contract Year" means (a) with respect to the first Contract Year, the period commencing on the Effective Date and ending in twelve (12) months thereafter, and (b) each subsequent twelve (12) month period of this Agreement.
- 1.10. "Effective Date" refers to the date first written above and on which this Agreement is signed and executed.
- 1.11. "Project(s)" means those Project Proposals selected by the Sponsor(s) for award under an OT Agreement or contract. Project(s) will be conducted by a Consortium Member, Consortium Members and/or the Sponsor(s), either individually or among and between themselves for the agreed upon period of performance.
- 1.12. "Project Award" means the award instrument utilized by the Sponsor(s) to award a Project to a Consortium Member or Consortium Members pursuant to this Agreement.
- 1.13. "Project Proposal" means a proposal from a Consortium Member or Consortium Members, in response to the Sponsor(s)'s request for project proposal (RFPP) that will be evaluated by the Sponsor(s) for award selection.
- 1.14. Sponsor(s) means any governmental (e.g. federal, state, local agency) that enters into a working arrangement with the Consortium.
- 1.15. "SOSSEC, Inc." means a company formally incorporated in the state of Massachusetts on 05/21/08. SOSSEC, Inc., after acceptance of its appointment, is the exclusive agent acting on behalf of the SOSSEC Consortium, as a Consortium Manager (CM). It will execute the consortium mission to include, inter alia, execution and administration of contractual agreements, administration of the

Consortium, oversight of technical programs, and representing the Consortium to the Sponsor(s)/OTA users.

- 1.16. “Consortium Manager (CM)” refers to SOSSEC, Inc. – the sole agent acting on behalf of the SOSSEC Consortium to execute the SOSSEC Consortium’s efforts under the OTA.

ARTICLE II - THE CONSORTIUM

2.1. Background.

The Sponsor(s) has expressed a desire for industry and academia to form a consortium to facilitate research and development activities, in cooperation with the U.S. Department of Defense (DoD) Components, other federal agencies, and state and local sponsor(s) to support areas of military and related activities and initiatives. The Sponsor(s) and the SOSSEC Consortium Members, through the company SOSSEC, Inc. and through the management structure defined herein, will conduct research and development activities needed to meet the objective of the OT. All agent-related management functions contained in this Agreement, as approved by the Consortium, will be hereafter transferred to SOSSEC, Inc. and executed by SOSSEC, Inc. as the Consortium Manager of the SOSSEC Consortium to the Sponsor(s).

2.2. Establishment of Consortium.

As of the Effective Date of this Agreement or its amendments, the Parties hereby establish the System of Systems (SOSSEC) Consortium. The SOSSEC Consortium is a Sponsor-oriented, non-incorporated enterprise, whose participants are from industry, academia and non-profit organizations, and not-for-profit entities pursuant to this Agreement. The SOSSEC, Inc. approach is to be a catalyst for delivering industry support to the military by enabling the delivery of innovative solutions in response to Problem Statements, effectively addressing issues of national interest that have not been effectively solved.

2.3. Consortium Members.

As of the Effective Date of this Agreement and its amendments, and subject to other conditions of membership as further defined herein, the current Consortium Members are those listed on the SOSSEC Consortium website (<https://sossecinc.com>). The SOSSEC Consortium consists of members from industry, academic institutions, and non-profit and not-for-profit organizations. The Parties adopt a non-exclusive, open membership policy. Consortium Members may and are encouraged to form teams with other members when responding to a SOSSEC Request for Whitepapers or Prototype Project Proposals. The Consortium, through SOSSEC, Inc., will notify the OTA Sponsor(s) of the addition or deletion of Consortium Members as needed but no less than annually. A list of current consortium member is available at sossecinc.com. All Consortium Members, regardless of when they become a signatory to this Agreement, have the same rights and obligations hereunder.

2.4. Consortium Membership Requirements.

The requirements for Membership in the Consortium are as follows:

2.4.1 Minimum Requirements Directed by the Sponsor(s)

Membership in the Consortium may be granted to U.S. firms or institutions organized or existing under the laws of the United States, its territories, or possessions. Membership to any foreign company and/or firms, institutions or business organizations (entities, divisions, etc.) which are owned or substantially controlled by foreign sponsor(s), firms, institutions or individuals, may be granted on a case-by-case basis at the sole discretion of SOSSEC, Inc. When selected to perform on a Prototype Project, Members are solely responsible for complying with all OTA/OTp agreement articles flowed down via a Project Level

Agreement (PLA) to the performing Member company(ies). Additionally, members are cautioned that each SOSSEC Consortium OTA has specific Cyber Security requirements that may include but are not limited to the latest versions of the following:

48 CFR 52.204-21 “Basic Safeguarding of Covered Contractor Information Systems:

- a. FAR 52.204-21 - Basic Safeguarding of Covered Contractor Information and Systems
- b. DFARS 252.204-7012 “Safeguarding Covered Defense Information and Cyber Incident Reporting”
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 Rev (at the approved revision level at time of project award) “Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations”
- d. NIST SP 800-171B “Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations: Enhanced Security Requirements for Critical Programs and High Value Assets” (at the approved revision level at time of project award)

SOSSEC, Inc. will only share protected information with members that have provided assurance and proper supporting documentation (e.g., Military Critical Technical Data Agreement (DD Form 2345)) that demonstrate they are capable of handling protected information. As part of this, each member must confirm that it has a System Security Plan (SSP) in place. SOSSEC, Inc reserves the right to audit members’ compliance with the above provisions (a, b, c, d, and e) and/or require members to provide such documentation as required by a Sponsor.

2.4.2 Requirements Directed by the Consortium.

The Parties agree that Membership in the Consortium shall only be granted to firms or institutions that meet the following criteria:

Industry/Academia

- a. Membership under this agreement is restricted to the CAGE Code of the applying entity. A separate affiliate, division or subdivision with a different CAGE Code must join separately under the different CAGE Code,
- b. The organization has a related technology that is supportive of SOSSEC Consortium goals and areas of interest,
- c. The organization is willing to make these technologies available for demonstrations and the formulation of potential solution sets,
- d. The organization is not barred from contracting with or receiving funds from the Sponsor(s)
- e. The organization will contribute their respective talents and resources to the Consortium through attending and participating in periodic meetings, committee and/or subcommittee services, or other consultation and/or services as appropriate,
- f. The organization is willing to provide otherwise publicly available information in their membership application denoting their current research and development capabilities that may be applicable to SOSSEC Consortium related system technologies and to describe the general nature of their organizations’ business as it may apply to these technologies,
- g. The organization will make every effort to attend, at a minimum, the Consortium General Membership meetings to be conducted at least once per year or as appropriate,
- h. Will pay yearly administrative dues to offset the administrative expenses of the Consortium.

- i. Foreign companies and/or entities of a parent company that is foreign-owned must have a FOCI mitigation plan/agreement approved by the Government and a valid, approved DD Form 2345. Note: Prototype project participation to foreign companies/U.S. entities of foreign-owned companies will be on a case-by-case basis depending on the Sponsor's prototype project requirements

2.5. Memorandum of Agreement.

This Agreement, in conjunction with the OT Agreement(s) as referenced herein, shall govern the relationships and interaction between Consortium Members and the SOSSEC Consortium.

ARTICLE III - CONSORTIUM MANAGEMENT AND ADMINISTRATION

3.1. Organization and Administration.

The Consortium may from time to time utilize a number of positions, committees and Integrated Product Teams (IPT) to coordinate the Consortium's activities with the Sponsor(s). The Parties have agreed to utilize SOSSEC, Inc. to administer the affairs of the Consortium as the Consortium Manager.

3.1.1. Additional Consortium Members.

To facilitate an open membership policy, the membership application and approval process described herein may take place throughout the Sponsor's Fiscal Year. Membership applications are submitted through the SOSSEC Consortium website (<https://sossecinc.com>) throughout the year. Membership applications, must be submitted through the SOSSEC Inc website.

3.1.2 Consortium Board of Directors.

The Consortium shall have a Board of Directors who shall govern business affairs of the SOSSEC Consortium. The Board will oversee planning, organizing and directing of the Consortium With the support of the CAO/OT-Lead. The Board shall consist of no more than five members. The Board shall appoint a Chair of the Board who shall speak for the Board in all matters that affect the Consortium, including all work in conjunction with SOSSEC, Inc.

3.2. Consortium Administrative Organization (CAO) and OT Lead.

The Consortium CAO and OT Lead is designated as SOSSEC, Inc. with the qualifications and significant experience in management relevant to the goals and objectives of the SOSSEC Consortium. The CAO/OT Lead shall have a good understanding of this agreement, understand OTAs, CRADAs, Cooperative Agreements and federal contracting.

3.3. Responsibilities of the Consortium Administrative Organization.

SOSSEC, Inc., the designated CAO/OT Lead shall manage and coordinate the day-to-day operational affairs of the Consortium.

The Consortium Board Chair shall act as the administrative point of contact for the Consortium Members under this Agreement and any amendments hereto.

3.4. General Membership Meetings and Meeting Attendance.

General Membership meetings of the Consortium will be conducted at least once per year or as appropriate. The location of all meetings will be determined on a meeting by meeting basis by SOSSEC, Inc. During the COVID-19 pandemic and if necessary, thereafter, General Management Meetings may be conducted virtually. Consortium Members agree to attend Consortium General Membership meetings (to the best of their ability) to continue their membership in the Consortium. Consortium General Membership meeting

agendas may include discussions pertaining to the health of the Consortium, customer presentations, security and cybersecurity training, and other topics that facilitate networking among Members and the Sponsor(s).

3.5. DELETED

3.6. Consortium Committees.

When the SOSSEC Consortium Board of Director deems it advantageous for the Consortium, it may establish a series of committees consisting of Consortium members and Sponsor(s) representatives to advise on a variety of areas of interest to the Sponsor(s) or the SOSSEC Consortium Membership.

3.6.1. *Business Development Committee Responsibilities.*

The Business Development Committee may have the following responsibilities:

- a) Interface with key stakeholders (e.g., OTA Users/Sponsor(s), Program Executive Officers (PEOs) and Program Managers (PMs)) representing agencies and offices of interest to the SOSSEC Consortium to identify the potential for developing a new OTA and/or requirements for technology development applicable to currently held OTAs.
- b) Recommend research and development programs and projects to be conducted to meet identified requirements.
- c) Review evolving technology requirements and user needs and evaluate new opportunities for additional new objectives and Research Initiatives.

3.6.2. *Integrated Product Teams (IPTs).*

The Sponsor(s) and the Consortium Members are encouraged to form IPTs to develop both Whitepapers for consideration as research initiatives and Project Proposals in response to the Sponsor(s)'s Project Proposal Announcement. In the event that IPTs are not formed at the whitepaper or proposal phase, after the selection and award of the research/prototype Projects by the Sponsor(s), the Sponsor(s) and the Consortium Members agree, where applicable, to form IPTs to perform the Projects in response to the Sponsor(s)' requests. The Membership and meetings of the IPTs and the IPT leaders will be determined by the Members comprising the IPT for the specific Project. The IPTs will report progress of the Projects against established objectives to the Consortium and the CAO/OT Lead. Where possible, the IPT leaders will participate as members of the appropriate subcommittee.

3.6.3. *Diligent Efforts.*

Both the Sponsor(s) representatives and the Consortium Members conducting Projects in accordance with this Agreement shall use all reasonable efforts and proceed diligently to perform the Projects, without limitation, by:

- a) Using their good faith efforts to allocate a sufficient number of personnel per year,
- b) Using personnel with sufficient skills and experience, and
- c) Using adequate equipment and facilities, to carry out their obligations under the Project Agreement/PLA.

The Parties agree to conduct activity under the Projects, in a good technical manner, and in compliance with applicable laws, rules and regulations, and all other requirements to achieve the objectives efficiently and expeditiously. The Parties further agree that the primary goal of the program/project is to develop prototypes, conduct technology demonstrations, training, consultation and technology transfer of the

technology developed from the Projects. Accordingly, all Parties shall use diligent efforts to conduct such research and development efforts as are outlined in the relevant Projects with the goal of accomplishing program/project goals as soon as practicable. The Parties further agree to use diligent efforts to meet the schedules established in the applicable Projects for achieving specific objectives and milestones contained therein.

ARTICLE IV - DATA RIGHTS AND RESPONSIBILITIES

Provisions defining data rights, inventions and patents can be found in the OTA/OTp Agreements under which a Member organization participates.

ARTICLE V - EXPORT CONTROLS

5.1. Export Controls.

This Agreement is subject to restrictions concerning the export of products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data from the United States which may be imposed upon or related to the Parties to this Agreement by the Sponsor(s). Accordingly, no Consortium Member will export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data to any country for which the Sponsor(s) or any United States agency at the time of export requires an export license or other form of legal approval, without first obtaining the written consent to do so from the Department of State or other agency of the United States when required by applicable statute or regulation.

ARTICLE VI - WITHDRAWAL OF CONSORTIUM MEMBERS

6.1. Voluntary Withdrawal.

A Consortium Member may voluntarily withdraw from this Agreement at any time, and for any or no reason, by notice of withdrawal given by such Consortium Member to the Chair of the Board 14 calendar days prior to their withdrawal and to the Board of Directors and the other Consortium Members. A Consortium Member performing a Project Agreement/PLA cannot withdraw from the Consortium until the performing member's Project Agreement is closed out. If a member has submitted a whitepaper and/or proposal that is still with the Government for evaluation, they must keep their membership active or withdraw their whitepaper/proposal from consideration.

6.2. Effect of Withdrawal.

6.2.1. *Rights of a Consortium Member.*

Except for the rights and obligations with respect to the agreements in the OTA, specific intellectual property agreements between or amongst the Consortium Members, and such obligations of a continuing nature, after the Effective Date of withdrawal the withdrawing Consortium Member shall cease to have any rights or obligations as a Consortium Member under this Agreement.

6.2.2. *Continued Funding and Technology Contribution Commitment.*

In the event of the withdrawal of a Consortium Member pursuant to this Article VI, such Consortium Member's rights and obligations pursuant to any executory Project Awards including, but not limited to continued funding and technology contribution commitments shall continue in accordance with the specific

terms and schedule of the Project Award under the OT Agreement, or until the Sponsor(s), SOSSEC, Inc., and Consortium Member come to agreement to terminate the Project Agreement whichever is first.

ARTICLE VII - TERM, RENEWAL, AND TERMINATION

7.1. Term.

This Agreement shall continue until terminated by either party.

7.2. Material Breach or Default by a Consortium Member.

If a Consortium Member materially breaches any material warranty, term or condition of this Agreement, any other Consortium Member may provide notice of such material breach to the CAO/OT Lead. The CAO/OT Lead shall report same to the Consortium Board of Directors that shall review the facts of the willful material breach or default and determine whether the Consortium Member alleged to have materially breached any material term or condition of this Agreement has, in fact, committed such a material breach.

Upon such decision, the CAO/OT Lead shall make notification to the offending Consortium Member. If the Consortium Member fails to remedy such material breach within the required time identified in the notification. After receipt of such notice of such material breach from the CAO, at its option, and in addition to any other remedies that the Consortium may have in law or equity, terminate this Agreement with such Consortium Member. If the CAO is unable to reach agreement, the facts of the willful material breach or default shall be submitted for resolution pursuant to Article X.

ARTICLE VIII - REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties of All Parties.

Each Party represents and warrants to the other parties that:

- a) They are freely entering into this Agreement;
- b) In so doing, it will not violate any other agreement to which it is a party.

ARTICLE IX - LIMITATION AND CROSS-WAIVER OF LIABILITY

9.1. Waiver of Liability.

Consortium Members waive all claims against any of the entities or persons part of this Agreement and additional Consortium Members that are based on alleged damages relating to and arising out of activities under this Agreement and the injured Consortium Member suffering such damages by virtue of its involvement under this Agreement.

9.2. Subcontractors or Sub-entities.

The Consortium Members agree to extend the waiver of liability as set forth above to subcontractors or sub-entities at any tier under the Project Awards/PLAs by requiring them, by written contract, purchase order or otherwise, to waive all claims against any and all Consortium Members.

9.3. Inapplicability.

Notwithstanding the other provisions of this article, this waiver of liability shall not be applicable to:

- a) Claims between a Consortium Member and its related entities or claims between the Sponsor(s)'s related entities (however, claims between the Sponsor(s) and the Consortium Members claims between the members and SOSSEC, Inc., or vice versa, are not included within this exception),

- b) Claims made by a natural person, his/her estate, survivors or subrogates for injury or death of such natural person,
- c) Claims for damage caused by willful misconduct,
- d) Intellectual property claims.

9.4 Limitation of Liability.

In no event will any Party hereto be liable for any special, incidental, consequential or indirect damages arising in any way out of this Agreement, however caused and on any theory of liability. This limitation will apply even if the other Party or Parties hereto have been advised of the possibility of such damage. In no case shall the Sponsor(s)', SOSSEC Inc.'s and/or any Consortium Members' financial liability exceed the amount obligated by the Sponsor(s) and/or SOSSEC Inc. or committed as a cash contribution or in-kind contribution by a Consortium member under and in accordance with an OTA Project Award. Nothing in this Article IX shall be construed to create the basis of a claim or suit where none would otherwise exist.

ARTICLE X - DISPUTE RESOLUTION

10.1. Dispute Resolution Process.

The Parties recognize that disputes as to certain matters may from time to time arise during the term of this Agreement, which relate to a Party's rights and/or obligations hereunder or thereunder. It is the objective of the Parties to establish procedures to facilitate the resolution of disputes arising under this Agreement in an expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the Parties agree to follow the procedures set forth in this Article X, if and when, a dispute arises under this Agreement.

10.2. Dispute Resolution Representatives.

In the event of disputes between the Parties, including disputes among the Consortium Members' representatives to the Consortium Board of Directors which such representatives are unable to resolve, a Party seeking to resolve such dispute will, by written notice to the other, have such dispute referred to their respective executive officers designated below or their successors, for attempted resolution by good faith negotiations within fourteen (14) days after such notice is received. Said designated officers are as follows:

- *For the Consortium Member:* Designated Senior Executive
- *For the Consortium:* The Consortium Chair of the Consortium Board of Directors.

In the event the designated officers are not able to resolve such dispute, either Party may at any time after the 14-day period invoke the provisions of paragraph 10.3 hereinafter.

10.3. Alternative Dispute Resolution.

Following settlement efforts pursuant to paragraph 10.2, any dispute, controversy or claim arising out of or relating to the validity, construction, enforceability or performance of this Agreement, including disputes relating to alleged breach or to termination of this Agreement, other than disputes which are expressly prohibited herein from being resolved by this mechanism, shall be settled by binding Alternative Dispute Resolution ("ADR") in the manner described below:

10.3.1. ADR Request.

If a Party intends to begin an ADR to resolve a dispute, such Party shall provide written notice (the "ADR Request") to the other Party informing such other Party of such intention and the issues to be resolved. From the date of the ADR Request and until such time as any matter has been finally settled by ADR, the running of the time periods contained in Article VII under which Party must cure a breach of this Agreement shall be suspended as to the subject matter of the dispute.

10.3.2. Additional Issues.

Within ten (10) business days after the receipt of the ADR Request, the other Party may, by written notice to the Party initiating ADR, add additional issues to be resolved.

10.3.3 No ADR of Patent Issues.

Disputes regarding the scope, validity and enforceability of patents shall not be subject to this paragraph (10.3.3) nor shall it be subject to paragraph 10.4, and shall be submitted to a court of competent jurisdiction.

10.4. Arbitration Procedure.

Any dispute or claim arising out of or in connection with, this Agreement shall be finally settled by binding arbitration in accordance with the then current rules and procedures of the American Arbitration Association.

The arbitration shall be conducted by three (3) arbitrators with experience with the issue under consideration, one (1) each to be appointed by the Parties in Dispute and a third being nominated by the two (2) arbitrators so selected or, if they cannot agree on a third arbitrator, by the President of the American Arbitration Association. Such arbitration will take place, unless otherwise determined by a requisite majority of the Consortium Board of Directors. The arbitrators shall apply the laws of the Commonwealth of Massachusetts to the merits of any dispute or claim, without reference to rules of conflicts of laws. Judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrators shall have no authority to award punitive or exemplary damages against any Party. Nothing in this Article 10 shall limit a Party's right to seek injunctive relief with respect to a breach or threatened breach of this Agreement.

10.5. Governing Law.

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without reference to principles of conflicts of laws.

ARTICLE XI - GENERAL PROVISIONS

11.1. Independent Contractors.

The relationship of the Parties established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give any of the Parties hereto the power to direct or control the day-to-day activities of another Party hereto, (ii) constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow any of the Parties hereto to create, discharge or assume any obligation on behalf of another Party hereto for any purpose whatsoever.

11.2. Parties Bound.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, assigns, legal representatives and heirs.

11.3. Assignment.

This Agreement may not be assigned or transferred by any of the Parties hereto without the prior written consent of the other Parties and the CAO. (See paragraph 3.1.2.2 above.)

11.4. Affiliates

Deleted.

11.5. Agreement.

This Agreement constitutes the entire and only Consortium Management Agreement between the Parties relating to consortium membership hereof, and all prior representations, agreements and understandings for consortium membership are superseded.

11.6. Amendment.

This Agreement may only be amended by a written instrument executed by the Parties except for administrative changes required for clarification.

11.7. Waiver.

No waiver of any rights shall be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

11.8. Severability.

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severance of any provision shall be effective if the result of such materially changes intended purposes of this Agreement to the Parties.

11.9. Counterparts.

Deleted.

11.10. Public Announcements.

Any announcements, press releases or similar publicity (collectively, "Announcements") with respect to the execution of this Agreement shall be submitted to and agreed upon by SOSSEC, Inc. in advance of such Announcement. SOSSEC, Inc. is allowed to identify membership and identified capabilities in order to accomplish goals, responsibilities and requirements as the CAO/OT-Lead.

Disclosure. Except as specifically authorized in accordance with paragraph 11.10, the Parties agree that the existence and terms of this Agreement shall be maintained in confidence by all Parties, except that any Party may disclose the terms hereof to the extent required by law (including without limitation pursuant to the requirements of U.S. securities laws), provided that such disclosure under this paragraph 11.10 shall, to the extent legally permissible, be in the form of the redacted version of this Agreement to be agreed upon by the Consortium Board of Directors.

11.11. No Third Party Beneficiary Rights.

The Consortium Members agree and acknowledge that the Sponsor(s) is not intended to be, and shall not constitute, a third party beneficiary of the this Agreement, which is intended exclusively as an agreement among, and for the benefit of, the Consortium Members.

11.12. Force Majeure.

No failure or omission by the Consortium Members in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of the Parties, including, but not limited to, the following: acts of God; acts or omissions of the Sponsor(s); any rules, regulations or orders issued by the Sponsor(s) authority or by any officer, department, agency or instrumentality thereof; fire; storm; flood; earthquake; accident; war; rebellion; insurrection; riot; and invasion and provided that such failure or omission resulting from one of

the above causes is cured as soon as is practicable after the occurrence of one or more of the above-mentioned causes.

11.14 Order of Precedence.

In the event of any inconsistency between the terms of this Agreement and the terms set forth in an OT Project Level Agreement, the inconsistency shall be resolved by SOSSEC, Inc.

11.15 Entire Agreement.

This Agreement embodies the entire understandings of the Parties with respect to the subject matter hereof and shall supersede all previous communications, representations or understandings, either oral or written between the Parties relating to the subject matter hereof.

11.16 Non-Disclosure Agreement

For the purposes of this Agreement, the CMA will serve as an acknowledgement of SOSSEC Inc.'s and their employees Non-Disclosure Agreement (NDA) with the members and any subcontractors of the members for related SOSSEC Consortium prototype projects. Signatory to this Agreement agrees that the information relating to the interaction between and among members and with the Consortium, or any portion of it which is (a) disclosed in writing after the Date of this Agreement and which is (b) identified as proprietary, will be received and accepted by the Member in confidence and used only for the execution of approved tasks related to the SOSSEC Consortium OTA, including but not limited to the development, production, or marketing of any product incorporating information.

The recipient Party will hold the information in confidence in the same manner and with the same degree of care that the Member uses to protect its own most valuable proprietary information, but in no event less than a reasonable degree of care.

The information shall not be disclosed to any third party outside the Member(s) without prior written consent.

The obligations of the Member under this Agreement will not extend to any Information that is:

- a) in the public domain as of the Date of this Agreement,
- b) is lawfully known to the Member as of the Date of this Agreement,
- c) hereafter becomes known to the Member independently of this disclosure through the Member's own developments or from a third person who has no obligation to keep such disclosure secret, or
- d) becomes publicly known and ceases to be secret or confidential, or otherwise protected, through no fault to the Member as by
 - (i) public use or
 - (ii) publication.

This Agreement sets forth the entire understanding between the Parties as to the subject matter hereof and supersedes any and all prior and collateral agreements and representations. This Agreement may not be modified, changed, or discharged, in whole or in part, except by a written agreement signed by both Consortium Members and SOSSEC, Inc. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

11.17 Consortium Membership and Business Development Activities.

SOSSEC, Inc. intends to engage in activities on behalf of SOSSEC Consortium and its members. The purpose of business development is to expand the Consortium's visibility to other DoD components as well as other government agencies as well as to expand non-traditional defense contractors, traditional defense

contractors, small businesses, non-profit organizations and academic/educational institutions membership in the consortium.

By executing this CMA, the Consortium Member acknowledges that it agrees to comply with the terms of the CMA.

IN WITNESS WHEREOF, this Agreement is executed by duly authorized representative of the consortium member as of the day and year set forth below.

IN WITNESS WHEREOF, the Members have caused the CMA to be executed by the duly authorized representatives on the respective dates entered below.

Name: _____ (Member Organization Name)

By: _____ (Member Organization Representative)

Title: _____ (Representative's Title)

Signature: _____

Date: _____