



Quote# 1285
Valid Until: May 31, 2023

Date: Feb 3, 2023 05:43 PM

Sales Representative: Tommi West
Phone:620-803-9073
Email: twest@starchase.com

Bill/Ship To:

Scott Bezner
CA-Oakland Police Department
7th Street
Oakland, California 94607

Product Code	Product Name	Qty.	MSRP Unit Price	Extended Price	Total
22-SCINSTALL-KT	Vehicle Launcher Installation Kit	3	\$ 222.00	\$ 222.00	\$ 666.00
22-SC-INSTALL	GUARDIAN - VX Vehicle Installation Per Unit (INCONUS)	3	\$ 702.00	\$ 702.00	\$ 2,106.00
22-SC-TRAIN	GUARDIAN - VX On-Site Dispatch and Operator Train the Trainer Module, (1) Shot Box 12 included (INCONUS)	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
SHP	Shipping	1		\$ 25.64	\$ 25.64

Customer Name:_____

Grand Total: \$ 6,297.64

Signature:_____

PO Number:_____

DATE:_____

Special Notes

Terms & Conditions
Standard Terms and Conditions

Article 1
PRICING AND ORDERING
1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.
1.1.2 Services. Prices for additional engineering/installation services other than these needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates currently in effect are shown in ABOVE QUOTE.
1.1.3 Maintenance. If applicable, StarChase shall provide, for an additional fee, extended maintenance for any equipment purchased from the Agreement for the duration of this Agreement and any renewal hereunder. Maintenance contracts or agreements shall be agreed to on a case by case basis and shall be between StarChase and the using Customer. The specific terms, conditions and pricing for such maintenance shall be agreed to by the parties, and to the greatest extent possible, shall be based upon the pricing set forth in this Agreement. All maintenance contracts must be under StarChase's direct supervision. The Customer will establish with StarChase a maintenance agreement for installation and removal, as well as preventive maintenance and repairs, for equipment.
1.2 Purchase Orders. Customer shall purchase only those Products set forth on Orders duly issued by an authorized representative of Customer's corporate Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product listed thereon:
(1) the SKU number and Product name;
(2) the quantity ordered;
(3) the total purchase price;
(4) shipping instructions;
(5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and



Quote# 1287
Valid Until: Jun 30, 2023

Date: Feb 3, 2023 06:08 PM

Sales Representative: Tommi West
Phone:620-803-9073
Email: twest@starchase.com

Bill/Ship To:

Scott Bezner
CA-Oakland Police Department
7th Street
Oakland, California 94607

Product Code	Product Name	Qty.	MSRP Unit Price	Extended Price	Total
22-SC-TSP-T1	GUARDIAN - VX VML Total Solution Package: 12 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Note: Applies to Annual Subscription Renewal	5	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00
22-SC-WARR-12	GUARDIAN - VX 12 Month Extended Warranty	5	\$ 327.75	\$ 285.00	\$ 1,425.00

Customer Name: _____

Grand Total: \$ 8,925.00

Signature: _____

PO Number: _____

DATE: _____

Special Notes
12 Months of TSP and warranty coverage for 5 vehicle mounted systems.

Terms & Conditions
Standard Terms and Conditions

Article 1
PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.

1.1.2 Services. Prices for additional engineering/installation services other than these needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates currently in effect are shown in ABOVE QUOTE.

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(1) the SKU number and Product name;

(2) the quantity ordered;

(3) the total purchase price;

(4) shipping instructions;

(5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and

(6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.



Quote# 1153
Valid Until: Jun 30, 2023

Date: Feb 3, 2023 06:52 PM

Sales Representative: Tommi West
Phone:620-803-9073
Email: twest@starchase.com

Bill/Ship To:

Scott Bezner
CA-Oakland Police Department
7th Street
Oakland, California 94607

Product Code	Product Name	Qty.	MSRP Unit Price	Extended Price	Total
22B-SC-TSP-T1	GUARDIAN - VX Total Solution Package: 12 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Note: Applies to Annual Subscription Renewal.	30	\$ 1,500.00	\$ 1,500.00	\$ 45,000.00
22B-SC-WARR-12-YR3	GUARDIAN - VX 12 Month Extended Warranty - Year 3	30	\$ 327.75	\$ 285.00	\$ 8,550.00

Customer Name: _____

Grand Total: \$ 53,550.00

Signature: _____

PO Number: _____

DATE: _____

Special Notes
12 month TSP and warranty coverage for 30 VML.

Terms & Conditions
Standard Terms and Conditions

Article 1
PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.

1.1.2 Services. Prices for additional engineering/installation services other than these needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates currently in effect are shown in ABOVE QUOTE.

1.1.3 Maintenance. If applicable, StarChase shall provide, for an additional fee, extended maintenance for any equipment purchased from the Agreement for the duration of this Agreement and any renewal hereunder. Maintenance contracts or agreements shall be agreed to on a case by case basis and shall be between StarChase and the using Customer. The specific terms, conditions and pricing for such maintenance shall be agreed to by the parties, and to the greatest extent possible, shall be based upon the pricing set forth in this Agreement. All maintenance contracts must be under StarChase's direct supervision. The Customer will establish with StarChase a maintenance agreement for installation and removal, as well as preventive maintenance and repairs, for equipment.

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(1) the SKU number and Product name;

(2) the quantity ordered;

(3) the total purchase price;

(4) shipping instructions;

(5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and

(6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will



Quote# 1290
Valid Until: Jun 30, 2023

Date: Feb 3, 2023 06:55 PM

Sales Representative: Tommi West
Phone:620-803-9073
Email: twest@starchase.com

Bill/Ship To:

Scott Bezner
CA-Oakland Police Department
7th Street
Oakland, California 94607

Product Code	Product Name	Qty.	MSRP Unit Price	Extended Price	Total
22B-SC-TSP-T3	GUARDIAN - VX Total Solution Package: 36 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Note: Annual Base Rate = \$1,320.00	30	\$ 3,960.00	\$ 3,960.00	\$ 118,800.00
22-SC-WARR-36	GUARDIAN - VX 36 Month Extended Warranty	30	\$ 747.50	\$ 747.50	\$ 22,425.00

Customer Name: _____

Grand Total: \$ 141,225.00

Signature: _____

PO Number: _____

DATE: _____

Special Notes
36 months of TSP and warranty for 30 vehicle mounted systems.

Terms & Conditions
Standard Terms and Conditions

Article 1
PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.

1.1.2 Services. Prices for additional engineering/installation services other than these needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates currently in effect are shown in ABOVE QUOTE.

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1.2 Purchase Orders. Customer shall purchase only those Products set forth on Orders duly issued by an authorized representative of Customer's corporate Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product listed thereon:

(1) the SKU number and Product name;

(2) the quantity ordered;

(3) the total purchase price;

(4) shipping instructions;

(5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and

(6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will



Quote# 1291
Valid Until: Jun 30, 2023

Date: Feb 3, 2023 06:56 PM

Sales Representative: Tommi West
Phone:620-803-9073
Email: twest@starchase.com

Bill/Ship To:

Scott Bezner
CA-Oakland Police Department
7th Street
Oakland, California 94607

Product Code	Product Name	Qty.	MSRP Unit Price	Extended Price	Total
22B-SC-TSP-T5	GUARDIAN - VX Total Solution Package: 60 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Note: Annual Base Rate = \$1,195.00	30	\$ 5,975.00	\$ 5,975.00	\$ 179,250.00
22-SC-WARR-36	GUARDIAN - VX 36 Month Extended Warranty	30	\$ 747.50	\$ 747.50	\$ 22,425.00

Customer Name: _____

Grand Total: \$ 201,675.00

Signature: _____

PO Number: _____

DATE: _____

Special Notes
60 months of TSP and 36 months of warranty for 30 vehicle mounted systems.

Terms & Conditions
Standard Terms and Conditions

Article 1
PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.

1.1.2 Services. Prices for additional engineering/installation services other than these needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates currently in effect are shown in ABOVE QUOTE.

1.1.3 Maintenance. If applicable, StarChase shall provide, for an additional fee, extended maintenance for any equipment purchased from the Agreement for the duration of this Agreement and any renewal hereunder. Maintenance contracts or agreements shall be agreed to on a case by case basis and shall be between StarChase and the using Customer. The specific terms, conditions and pricing for such maintenance shall be agreed to by the parties, and to the greatest extent possible, shall be based upon the pricing set forth in this Agreement. All maintenance contracts must be under StarChase's direct supervision. The Customer will establish with StarChase a maintenance agreement for installation and removal, as well as preventive maintenance and repairs, for equipment.

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(1) the SKU number and Product name;

(2) the quantity ordered;

(3) the total purchase price;

(4) shipping instructions;

(5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and

(6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by Customer will be null and void, unless previously negotiated and mutually accepted in writing between StarChase and Customer.

Article 2 SHIPMENT AND DELIVERY

2.1 Packing. Unless otherwise agreed in writing by the Parties, all Products shall be prepared, marked (bar coded where possible), and packed for shipment in accordance with StarChase's standard packing procedures.

2.2 Shipping. Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipment of individual components of Products without prior approval from Customer. In the absence of shipping instructions, StarChase shall select a carrier.

2.3 Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by Buyer. Unless otherwise agreed in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Virginia Beach, Virginia, whereupon all risk of loss, damage or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

Article 3 ACCEPTANCE BY CUSTOMER

3.1 In General. Unless the parties have previously agreed upon alternative acceptance criteria for the Products, as specified in writing and set forth in the applicable Order, Products delivered to Customer will be subject to the acceptance procedure set forth in this Article 3. The provisions of this Article 3 will also apply to all replacement Products.

3.2 If StarChase Installs. Acceptance of Products that StarChase is responsible to install shall occur upon the following:

- (1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written specifications in effect at the time of delivery; and
- (2) successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

3.3 If Customer Installs. With respect to Products which are Customer's responsibility to install, Customer will have a period of fifteen (15) days from receipt by Customer to test such Products to assure that they

- (1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
- (2) successfully demonstrate that they meet Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order.

Unless StarChase has been notified by Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by Customer at the end of such fifteen (15) day time period.

3.4 Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article 5.

Article 4 BILLING AND PAYMENT

4.1 Billing. StarChase shall invoice Customer for all Products at the time of shipment. StarChase shall issue a separate invoice for each Order containing the following information ("Invoice(s)"):

- (1) the description and quantity of Products ordered;
- (2) the quantity of Products shipped;
- (3) the Delivery Destination and day/date confirming product delivery;
- (4) the Purchase Order number,
- (5) the Purchase Price for each Product;
- (6) the total Purchase Price for the Purchase Order; and
- (7) any applicable taxes, Freight Charges, and applicable discounts.

All Invoices, bills of lading, and freight bills for the Products shall be delivered to Customer at the "Bill To" address shall be shown on the face of Customer's Purchase Order.

4.2 Payment. Subject to the terms and conditions contained herein, Customer will remit payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer's receipt of the Invoice therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Customer within fifteen (15) days of Customer's receipt of such invoice. All fees paid are not refundable unless expressly stated otherwise.

4.3 Late Payment. Any payment which is past due and caused by reasons attributable to Customer will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month of the amount due or the maximum rate permitted by law, whichever is lower.

Article 5 OBLIGATIONS OF CUSTOMER

Customer agrees that it has a duty to become familiar with the operational and technical requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirement necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performance. Customer further agrees that, for all such equipment and/or services provided by StarChase, it has made StarChase aware of any modifications or alterations needed, and StarChase agrees to provide all such equipment and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to rectify the impairment must be specifically authorized by StarChase in writing.

Article 6 LIMITED WARRANTY

6.1 Limited Warranty. StarChase hereby represents and warrants that: (a) it is authorized:

- (1) to sell the StarChase Hardware and Third Party Hardware; and
 - (2) license the StarChase Software, third party software embedded in the StarChase Software and StarChase Hardware and Third Party Software and Hardware to Customer;
- (b) unless otherwise agreed to in an Order, all StarChase Hardware and Third Party Hardware will be:
- (1) of genuine and authentic manufacture; and
 - (2) new and unused (but may contain some remanufactured components that will operate as new);
- (c) all Maintenance Services, including Maintenance Updates and Software Upgrades that may be provided as a component software Maintenance Services furnished by StarChase will be performed in a professional manner by qualified personnel;
- (d) StarChase Hardware will be free from manufacturing defects and will be in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase Hardware; and
- (e) StarChase Software (exclusive of Maintenance Updates and Software Upgrades, which are provided as components of applicable Maintenance Services) will perform in accordance with StarChase's publicly available written specifications in effect at the time of Delivery during StarChase's one year warranty period. The warranty periods specified in (d) and (e) above will commence on the date of installation of the StarChase Hardware and StarChase Software as applicable.

However, if upon installation the StarChase Hardware or StarChase Software is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, if any, the warranty periods specified in (d) and (e) above will be extended for the period of time it takes StarChase (or authorized contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost and expense, promptly adjust, repair or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

The level of warranty services to be provided by StarChase pursuant to (d) and (e) above are specified in the Support Services Addendum and/or above. If after a reasonable number of attempts, StarChase is unable to make Product adjustments, repair or replacements, or corrections to the Maintenance Services as required to satisfy the warranties specified herein, StarChase shall refund the amount paid by Customer for the non-conforming Products (including refund of installation charges, if any) in exchange for their return at StarChase's expense or, in the case of Maintenance Services, refund the amount Customer paid StarChase for the portion of the non-conforming Maintenance Service. In the event the operation of a Third Party Product provided hereunder by StarChase, impacts the StarChase Hardware and/or StarChase Software to the extent that such StarChase Hardware and/or StarChase Software fail to satisfy their respective warranties specified above, StarChase's obligations (including that of refund) and Customer's remedies specified immediately above shall apply. The foregoing is StarChase's sole and exclusive liability and obligation regarding any Products or Maintenance Services provided under this Agreement that do not conform to their respective warranties.

6.2 Extended Warranty. If applicable, Customer may purchase StarChase's Annual Post Warranty Service described in the Support Services Addendum after the initial warranty period for StarChase Products and/or upgrade the level of warranty services for StarChase Products in accordance with the service offerings specified in the Support Services Addendum.

6.3 Third Party Products. All Third Party Products are subject to the third party's warranty provisions copies of which will be provided to Customer by StarChase. Notwithstanding the warranties specified in this Article 6 for Third Party Hardware, StarChase will pass through to Customer, as between Customer and the third party, the benefit of any third party warranty provisions applicable to Third Party Products and such warranty provisions are hereby passed through by StarChase for the benefit of Customer. Third Party Software that is licensed by StarChase. At Customer's option, Customer may engage StarChase for support of such Third Party Software licensed by StarChase to Customer in accordance with terms, conditions and charges mutually agreed upon in writing by the authorized representatives of both parties.

6.4 Replacement Parts. Any replacement StarChase Hardware or part provided by StarChase as part of its warranty service will be comparable in function and performance to the replaced original StarChase Hardware or part and is warranted for the remainder of the replaced original StarChase Hardware or part limited warranty period, or for ninety (90) days, whichever is greater. Whenever Customer is responsible to install replacement StarChase Hardware or parts, Customer will promptly return the replaced StarChase Hardware or part which will become the property of StarChase on an exchange basis. StarChase is responsible for the shipping and insurance charges associated with the replacement and replaced StarChase Hardware and parts shipped to and from Customer as part of StarChase's limited warranty service.

6.5 Restrictions on Warranty. This express warranty is extended by StarChase to the original purchaser only. The limited warranties set forth in this Article 10 do not apply to problems to the extent that they arise from

- (1) a product subject to misuse, accident, neglect or damage;
- (2) interoperation with third party products which are not recommended or approved by StarChase;
- (3) improper installation or modification by other than StarChase, its agents or subcontractors;
- (4) use of StarChase Products in an environment or in a manner or for a purpose for which the StarChase Products were not designed; or
- (5) Customer's failure to implement all previously supplied software or physical hardware Updates.

6.6 Batteries; Charging Systems. Batteries and charging systems, are excluded from this warranty but carry their own separate limited Mfg. warranty.

6.7 Operation of Warranty. In order to obtain performance of this warranty, Customer must contact its StarChase Manufacturer Representative or StarChase at the contact information above, support@starchase.com. Should any returns be initiated, a Return Merchandise Authorization (RMA) number must be clearly marked on the returned merchandise shipping container.

6.8 Disclaimer. STARCHASE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE STARCHASE PRODUCTS, MAINTENANCE SERVICES OR OTHER STARCHASE SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE DOES NOT MAKE, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS. STARCHASE MAKES NO OTHER WARRANTIES WITH RESPECT TO STARCHASE PRODUCTS, MAINTENANCE SERVICES OTHER STARCHASE SERVICES OR THIRD PARTY PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

Article 7

INDEMNIFICATION

7.1 Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

Customer shall be entitled to participate in the defense of any such claim at its own expense including its attorney's fees for which StarChase will not be responsible.

7.2 Remedies. In the event that Customer is enjoined, or is otherwise prohibited, from using StarChase Products, as a result of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense,

- (1) modify StarChase Products so that they become noninfringing and non-violative, without diminishing the usefulness of StarChase Products to Customer;
- (2) replace StarChase Products with products that are noninfringing and nonviolative, and that are at least as useful to Customer as StarChase Products;
- (3) procure for Customer the right to make continued use thereof; or
- (4) if neither (1), (2) or (3) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, the license fee for StarChase Software less a reasonable amount for past usage, or a pro rata amount of the purchase price for the returned StarChase's Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

7.3 Limitations. StarChase shall have no liability to the extent the alleged infringement is based on:

- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase;
- (2) StarChase Products used for a purpose or in a manner for which the StarChase Product was not designed;
- (3) use of any older version of the StarChase Software when use of a newer StarChase revision made available and known to Customer would have avoided the infringement;
- (4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval;
- (5) any unique custom StarChase software made by StarChase pursuant to Customer's specific instruction; or
- (6) any intellectual property right owned or licensed by Customer.

THE PROVISIONS OF THIS ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

7.4 Mutual. Each party hereby agrees to indemnify and hold the other ("Indemnified Party") harmless from and against any and all damages, losses, judgments, settlement amounts, costs and expenses (including attorney's fees) that the Indemnified Party may suffer or incur that arise out of, are in connection with, or result from bodily injury (including death), personal injury or damage to tangible property to the extent that such damage or injury are caused by, arise out of, are

connected with or result from its acts, negligence or willful misconduct or that of its employees, agents, or subcontractors. In connection with each party's indemnification obligations pursuant to this paragraph, the Indemnified Party shall provide the other party with

- (1) prompt notification in writing of the claim;
- (2) sole control over the defense and settlement thereof; and
- (3) reasonable cooperation, at the other party expense, in response to the other party's request for assistance.

7.5 Third Parties. StarChase hereby passes through to Customer the benefits of any indemnification from the third party (e.g., patent; copyright, trade secret or other proprietary rights infringement indemnification) with respect to third party software embedded in the StarChase Software and StarChase Hardware and Third Party Products to the extent such indemnification may be passed through to Customer.

Article 8

FORCE MAJEURE

8.1 General. StarChase shall not be liable for delays or lack of performance if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of StarChase. The Customer shall not be liable for any breach of Agreement if the breach arises out of causes beyond the control and without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

8.2 Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

Article 9

DISPUTE RESOLUTION

Mindful of the cost in time, energy and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedure for the resolution of a dispute shall be as follows:

9.1 Informal Negotiation. The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

9.2 Formal Negotiation. In the event that such informal negotiations do not result in resolution of the dispute, either party may initiate further negotiations by delivery to the other of a written notice. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response of the notice. Each such notice and response shall include the party's description of the dispute (including any suggestions for the resolution of the dispute), and designation of a senior representative who will represent the party in further negotiations, who shall have authority to resolve the dispute on behalf of such party. The designated representatives shall meet on at least one occasion (and may meet as often as they deem necessary), at a mutually acceptable time and place, and attempt in good faith to resolve the dispute.

9.3 Arbitration. In the event that, within thirty (30) days following the initial written notice described in Section 9.2, the formal negotiation has not produced a resolution of the dispute, either party may submit the dispute to be resolved by arbitration by one arbitrator ("Arbitrator") in accordance with the rules of the American Arbitration Association, applicable law and the provisions of this Agreement. StarChase shall have the sole discretion to appoint the Arbitrator; provided, however, that the Arbitrator

- (1) shall not be a current or former employee of the parties;
- (2) shall have sufficient expertise in the subject matter of the dispute; and
- (3) shall not receive any payments from the parties except in accordance with the provisions of this Article 9.

The Arbitrator shall not in any event award punitive or exemplary damages, but may award equitable relief and arbitration costs. The Arbitrator's decisions shall be final and conclusively binding on the parties, and judgment upon such award may be entered in any court of competent jurisdiction as set forth in Section 6.5 of the Master Agreement. Any arbitration of a dispute shall be held in Virginia Beach, Virginia.

9.4 Specific Enforceability. The parties may prevent violations or enforce the provisions of this Agreement through any and all rights and remedies existing in their favor, whether at law or in equity, including specific performance and injunctive relief. The parties agree that the subject matter of this Agreement is unique and that money damages may not be an adequate remedy for any violation of the provisions of this Agreement and that, notwithstanding this Article 14, any party may apply to any court of law or equity, which is of competent jurisdiction as set forth in Section 6.5 of the Master Agreement, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations of this Agreement.

9.5 Injunctive Relief. Customer acknowledges that, in the event of a breach or threatened breach by Customer of any of the provisions of this Agreement, StarChase will not have an adequate remedy in money or damages. StarChase shall therefore be entitled to obtain injunctive relief against any such breach or threatened breach by Customer in any court of competent jurisdiction. StarChase's rights hereunder shall not in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law.

9.6 Cumulative Remedies. No right or remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

9.7 Attorney's Fees. The reasonably prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this paragraph.