

Exhibit A

Contract # _____

SERVICES AGREEMENT

Velocite Systems LLC (Velocite Systems), a Maryland corporation with offices at 810 Cromwell Park Dr., Glen Burnie, MD 21061 and _____ ("Customer") hereby agree that the following terms and conditions will apply to certain technical and/or professional services ("Services") provided by VELOCITE SYSTEMS to Customer:

1. COVERAGE

This Agreement will cover Support Services and Delivered Information provided by VELOCITE SYSTEMS to Customer, as specified in Exhibit A, Statement of Work.

2. TERM

This Agreement will become effective when signed by Customer and accepted in writing by VELOCITE SYSTEMS and will remain in effect for a twelve month period unless earlier terminated as set forth in Section 11. This Agreement will be automatically renewed for successive twelve month periods; provided that after the initial twelve month period, either party may terminate this Agreement by providing 30 days written notice to the other party of such party's intent to terminate. Prices for such additional twelve months periods shall be as provided in Section 4 below.

3. NOTICES

All notices in connection with this Agreement will be deemed given as of the day they are deposited in the U.S. Mails, postage prepaid, certified or registered, return receipt requested, or by facsimile message addressed to the recipient at the address set forth above, or by electronic mail provided that the receipt of the electronic mail is confirmed by sender.

4. PRICE AND PAYMENT

A. Services for the initial twelve month period of this Agreement will be provided for the charges specified in Exhibit B, Schedule of Charges. Prior to acceptance, VELOCITE SYSTEMS may require an advance payment and/or a form of security acceptable to VELOCITE SYSTEMS. Prices for any successive twelve month periods after the initial

twelve month period shall be charged at VELOCITE SYSTEMS's then prevailing rate or as otherwise mutually agreed in writing.

B. Customer will pay the full amount due on any invoice notwithstanding restrictive endorsements or other statements on or accompanying checks accepted by VELOCITE SYSTEMS.

C. Customer agrees to pay taxes, however designated (excluding taxes on VELOCITE SYSTEMS's net income), imposed or based upon the provision, license or use for Services unless a tax exemption certificate is provided to VELOCITE SYSTEMS by Customer.

D. Customer agrees to reimburse VELOCITE SYSTEMS for attorneys' fees, interest and any applicable costs associated with collecting delinquent payments. Delinquent payments shall bear interest at the lower of one and one half per cent per month, or the highest rate permitted by law.

E. If VELOCITE SYSTEMS agrees to perform work at Customer's request outside of the work described in Exhibit A, Customer agrees to pay any additional charges invoiced by Velocite Systems for such work.

5. USE OF INFORMATION

In order to enable VELOCITE SYSTEMS personnel to perform the Services contemplated by this Agreement, and in order to enable Customer to satisfy its obligations hereunder, it may become necessary for each party to receive or have access to Background Information (such term being defined to include specifications, designs, plans, drawings, software, data prototypes or other technical or business information that either existed prior to

performance of services hereunder or is subsequently developed independent of performance of such services) of the other which is considered proprietary or confidential. Notwithstanding the foregoing, any such specifications, designs, plans, drawings, software, data prototypes or other technical or business information furnished or made available by Customer to Velocite Systems shall be deemed "background information" for purposes of this agreement only if clearly marked "Confidential" as furnished to Velocite Systems. In addition, Delivered Information, as defined in Section 6, which is provided pursuant to this Agreement is considered by the parties to be proprietary or confidential. All such Background Information and all Delivered Information will be collectively referred to in this section as Information.

A. The party receiving the Information will:

1. Hold the Information of the furnishing party in confidence, and restrict its disclosure solely to those of the receiving party's employees with a need to know, and not disclose it to third parties; and

2. Advise employees who received the Information of the obligation of confidentiality hereunder; and

3. Use and require employees to use the same degree of care to protect the information as is used with the receiving party's information of a similar nature;

4. Use the Information it receives only in connection with Services it performs or obligations it fulfills pursuant to this Agreement, or pursuant to the applicable license granted in Section 6.

B. The receiving party will have no obligation to preserve the confidentiality or restrict the use of any Information which:

1. Was previously known to the receiving party free of any obligation to keep it confidential, or

2. Is or becomes publicly available, by other than unauthorized disclosure, or

3. Is independently developed by the receiving party, or

4. Is disclosed to third parties by the furnishing party without restriction,

5. Is lawfully received free of restriction from another source having the right to so furnish the Information.

C. Upon request, the receiving party will return to the furnishing party all Background Information received in tangible form.

D. Except for disclosure of Background Information by Velocite Systems to its subcontractors, background Information may be disclosed to non-parties to this Agreement only upon the prior written authorization of the party furnishing such Background Information, and only if the non-party to whom the Background Information is disclosed agrees in writing (a copy of which will be provided to the party furnishing such information upon request) to the same conditions respecting such Background Information as are contained in this Section 5. However, with respect to requests made by formal legal process or by a government agency, each party receiving Background Information of the other will use reasonable efforts to safeguard such Background Information using established legal means (e.g., protective orders, etc.). This obligation may be satisfied by the receiving party notifying the other party in writing when any such request has been made and cooperating with the other party's efforts to protect the Background Information.

E. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop products without the use of the Information. Further, either party shall be free to use for any purpose the residuals resulting from work with the other party's Information, provided that the receiving party shall maintain the confidentiality of the Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Information, including ideas, concepts, know-how or techniques contained therein. Neither Party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any works resulting from the use of residuals.

F. The obligations of each party under this Section 5 shall terminate on the date which is two years from the expiration or termination of the term of this agreement.

6. OWNERSHIP OF INVENTIONS AND DELIVERED INFORMATION

All information (including specifications, designs, plans, drawings, software, data prototypes or other technical or business

information) delivered or made available by VELOCITE SYSTEMS to Customer in accordance with Exhibit A, Statement of Work, and the rights to any underlying patent, copyrights, mask work protection rights and other intellectual property rights, will be designated as "Delivered Information" and will be treated as follows:

A. In the event that Delivered Information is developed or generated solely by VELOCITE SYSTEMS employees, subcontractors or jointly by VELOCITE SYSTEMS and Customer's employees, VELOCITE SYSTEMS will own all right, title and interest therein; provided, however, in no event shall VELOCITE SYSTEMS have any right in any of Customer's Background Information. VELOCITE SYSTEMS grants to Customer a non-exclusive, royalty-free license to use such Delivered Information in the United States for the defined business purposes specified in Exhibit A.

B. In the event that Delivered Information is generated solely by Customer's employees, Customer will own all right, title and interest therein. Customer grants to VELOCITE SYSTEMS a non-exclusive, irrevocable, royalty-free license to use such Delivered Information for any lawful business purposes; provided, however, in no event shall VELOCITE SYSTEMS have any right in any of Customer's Background Information..

C. In the event that VELOCITE SYSTEMS Background Information is incorporated in Delivered Information provided to Customer, VELOCITE SYSTEMS grants to Customer a non-exclusive, irrevocable, royalty-free license to use such Delivered Information in the United States for the defined business purposes specified in Exhibit A.

D. Except as expressly set forth herein, no license is granted by either party to the other with respect to any technical or business information, or with respect to rights in any patents, trademarks, copyrights, mask work protection rights and other intellectual property rights.

7. PERSONNEL

In recognition of the fact that VELOCITE SYSTEMS may perform similar Services from time to time for others, this Agreement will not prevent VELOCITE SYSTEMS from performing such similar Services or restrict VELOCITE SYSTEMS from using any personnel which may be provided to the Customer under this Agreement. VELOCITE SYSTEMS will make a reasonable effort

consistent with sound business practices to honor the specific request of the Customer with regard to the assignment of its employees; however VELOCITE SYSTEMS reserves the sole right to determine the assignment of its employees.

8. RIGHTFUL EMPLOYER

Customer agrees that VELOCITE SYSTEMS is acting as an independent contractor and that each of the parties will be responsible for all management matters, taxes or wages, etc., relating to its own employees.

9. NON-SOLICITATION

Customer agrees not to solicit for employment any VELOCITE SYSTEMS personnel performing Services for Customer under this agreement. Customer agrees to pay VELOCITE SYSTEMS the amount of \$100,000 if a VELOCITE SYSTEMS employee who has performed Services under this Agreement is employed by Customer within twelve (12) months of the expiration of this Agreement. Customer agrees that this payment represents a reasonable estimation of VELOCITE SYSTEMS's actual expenses incurred should Customer hire a VELOCITE SYSTEMS employee under these conditions.

10. SUBCONTRACTING

VELOCITE SYSTEMS may subcontract any or all of the work to be performed by it under this Agreement but will retain responsibility for the work subcontracted.

11. TERMINATION

A. Customer may terminate this Agreement, subject to accrued charges, if VELOCITE SYSTEMS fails to perform or observe any material term or condition of this Agreement and such failure continues unremedied for thirty (30) days after VELOCITE SYSTEMS's receipt of written notice thereof from Customer.

B. Customer will be in default of this Agreement if Customer fails to pay any charge when due or fails to perform or observe any other material term or condition of this Agreement. VELOCITE SYSTEMS may terminate this Agreement and exercise any applicable rights, if (i) the failure to pay any charge when due continues unremedied for ten (10) days or, (ii) for 30 days from receipt of written notice by VELOCITE SYSTEMS for other breaches. In the event of such termination by VELOCITE SYSTEMS, Customer shall be liable for any accrued charges.

C. Either party may terminate this Agreement by notice in writing in the event that the other makes an assignment for the benefit of creditors; or admits in writing an inability to pay debts as they mature; or a trustee or receiver of the other or of any substantial part of the other's assets, is appointed by any court; or a proceeding is instituted under any provision of the Federal Bankruptcy Act by the other, or against the other, and is acquiesced in or is not dismissed within 60 days, or results in adjudication in bankruptcy.

12. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY

A. FOR PURPOSES OF THE EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12, "VELOCITE SYSTEMS" WILL BE DEEMED TO INCLUDE VELOCITE SYSTEMS, ITS PARENT AND THEIR AFFILIATED ENTITIES AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM; AND "DAMAGES" WILL BE DEEMED TO REFER COLLECTIVELY TO ALL INJURY, DAMAGE LOSS OR EXPENSE INCURRED.

B. VELOCITE SYSTEMS'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES AGAINST VELOCITE SYSTEMS FOR LOSS OR DAMAGE ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY WORK UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WILL BE AS FOLLOWS:

1. FOR DELAYS IN THE RESPONSE TIMES, AS SPECIFIED IN EXHIBIT A, VELOCITE SYSTEMS WILL HAVE NO LIABILITY UNLESS VELOCITE SYSTEMS IS CONSISTENTLY UNABLE TO MEET THE RESPONSE TIME TARGETS FOR REASONS NOT ATTRIBUTABLE EITHER TO CUSTOMER OR TO FORCE MAJEURE CONDITIONS (AS DEFINED IN SECTION 13), IN WHICH CASE CUSTOMER WILL HAVE THE RIGHT, AS ITS SOLE REMEDY, TO CANCEL THIS AGREEMENT, SUBJECT TO ANY ACCRUED CHARGES.

2. FOR CLAIMS OTHER THAN SET FORTH ABOVE, VELOCITE SYSTEMS'S LIABILITY FOR IMPROPER

PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO, OR IN ANY OTHER WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WILL BE LIMITED TO DIRECT DAMAGES THAT ARE PROVEN OR \$100,000 WHICHEVER IS LESS. THE LIMITATION OF LIABILITY IN THIS SUBPARAGRAPH 12(B)(2) DOES NOT APPLY TO CUSTOMER'S RIGHT TO RECOVER PROVEN DIRECT DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY VELOCITE SYSTEMS. CUSTOMER REPRESENTS THAT IT SHALL NOT USE VELOCITE SYSTEMS'S DELIVERED MATERIALS IN AVIATION, PROCESS CONTROL, MEDICAL APPLICATIONS OR OTHER ULTRAHAZARDOUS ACTIVITIES AND ACKNOWLEDGES THAT VELOCITE SYSTEMS SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM SUCH ACTIVITIES AND THAT CUSTOMER WILL INDEMNIFY VELOCITE SYSTEMS FOR ANY LIABILITIES, COSTS OR EXPENSES, INCLUDING COSTS OF DEFENSE, RESULTING FROM USE OF VELOCITE SYSTEMS DELIVERED MATERIALS IN SUCH APPLICATIONS.

3. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, VELOCITE SYSTEMS WILL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, LOST SAVINGS OR LOST REVENUES OF ANY KIND WHATSOEVER, WHETHER OR NOT VELOCITE SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. ANY LEGAL ACTION AGAINST VELOCITE SYSTEMS UNDER OR WITH RESPECT TO THIS AGREEMENT OR WITH RESPECT TO ANY SERVICE CONTRACTED FOR OR FURNISHED UNDER THIS AGREEMENT WILL BE BARRED UNLESS IT IS COMMENCED WITHIN TWO (2) YEARS AFTER THE DATE THE CAUSE OF THE ACTION ARISES.

13. FORCE MAJEURE

VELOCITE SYSTEMS will have no liability for damages due to fire; explosion; lightning; pest damage; power surges or failures; strikes or labor disputes; water; acts of God; the elements; war;

civil disturbances, acts of civil or military authorities or the public enemy; inability to secure raw materials, products or transportation facilities; fuel or energy shortages; acts or omissions of communications carriers; or other causes beyond VELOCITE SYSTEMS's control, whether or not similar to the foregoing.

14. WORKMANSHIP

The Services to be provided by VELOCITE SYSTEMS under this Agreement will proceed with diligence and will be executed in accordance with ordinarily acceptable practices in the field to which the work pertains, as well as any standards set forth in Exhibit A.

15. CHANGES

Customer may request changes in the work being performed under this Agreement. If VELOCITE SYSTEMS agrees to the change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable adjustment will be made if any such change affects the time of performance or the cost of the work to be performed under this Agreement. If Customer delays matters in the course of the work, a commensurate deferral of the due date and/or an adjustment in the price will occur.

16. PLANT RULES AND SECURITY REQUIREMENTS

The employees and agents of each party will, while on the premises of the other, comply with all plant rules and regulations in effect at such premises, including security requirements.

17. PUBLICITY

Customer will not issue or release for publication any articles or advertising or publicity matter relating to the work performed hereunder or mentioning or implying the name of VELOCITE SYSTEMS or any of its affiliates or personnel of the foregoing, unless prior written consent is granted by VELOCITE SYSTEMS .

18. WARRANTIES EXCEPT AS SPECIFICALLY MADE HEREIN, VELOCITE SYSTEMS AND ITS AFFILIATED SUBCONTRACTORS AND

SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. GENERAL

A. If any paragraph, or clause thereof, of this Agreement will be held to be invalid or unenforceable in any jurisdiction in which this Agreement applies, then the meaning of such paragraph or clause will be construed so as to render it enforceable to the extent feasible; and if no feasible interpretation would save such paragraph or clause, it shall be severed from this Agreement and the remainder will remain in full force and effect. However, in the event such paragraph or clause is considered an essential element of the Agreement, the Parties will promptly negotiate a replacement thereof.

B. If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

C. The construction, interpretation and performance of this Agreement will be construed in accordance with and governed by the laws of the State of Maryland.

D. Exhibits A and B are incorporated herein.

E. THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.

F. The obligations and agreements of the parties contained in Sections 5, 6, 9, 12, 18 and 19, and the obligations of Customer to pay all fees and charges incurred under this Agreement will survive the expiration or termination of the Agreement.

VELOCITE SYSTEMS, LLC

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____