

TEAMING AGREEMENT

BETWEEN

BERICO TECHNOLOGIES, LLC

AND

HBGary Federal, LLC

This Agreement is entered into by and between Berico Technologies, (hereinafter referred to as “Berico” or “Prime Contractor”), a Virginia limited liability company, having a place of business at 1501 Lee Highway, Suite 303, Arlington, VA 22209 and HBGary Federal, a Limited Liability Company, (hereinafter referred to as “HBGary Federal” or “Subcontractor”), having a place of business at 103 South Wasatch Ave. Lower Level, Suite A, Colorado Springs, CO 80903.

WHEREAS, the Prime intends to submit a proposal to Hunton & Williams (herein referred to as “Customer”) in response to their request for assistance within the realm of legal discovery to provide certain software platforms and maintenance, and systems integrators and analysts in order to better conduct cyber investigations and Corporate Campaign Analysis (herein referred to as the “Program”).

WHEREAS, the respective capabilities of each party complement one another and both Parties desire to define their mutual rights and obligations during the submittal of said Proposal and any resulting contract,

NOW THEREFORE, in consideration of the promises, as well as the mutual obligations herein made and undertaken, the Prime and the Subcontractor, (collectively referred to herein as “Team Members” or “Parties”) intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1 ALLOCATION OF RESPONSIBILITY; SUBMISSION OF PROPOSAL

1.1 Prime Contractor shall have principal responsibility for preparing and submitting proposals (“Proposal”) in response to the Customer’s request and performing the work specified under a proposed Program. Subcontractor shall prepare those portions of the Proposal relating to, and perform the work specified in Exhibit A, subject to the assignment in writing of such additional responsibilities as may be mutually agreed between the Team Members. Subcontractor shall submit its part of the Proposal to the Prime Contractor including all necessary schedules relating to technical matters, price,

etc. within the agreed upon time schedule. Prime Contractor shall have the final authority for the preparation, evaluation, and submission of the Proposal to the Customer. Prime Contractor shall direct and coordinate all contacts with the Customer pertaining to the Preparation of Proposal and the subsequent performance on the Program.

1.2 The Proposal submitted to the Customer shall contain and identify that the prime intends to award a subcontract to the Subcontractor for the work identified as Subcontractor's responsibility in Exhibit A. The Prime Contractor will have the sole right to decide the form and content of all documents submitted to the Customer.

1.3 Each party will bear all costs, risks and liabilities incurred by it arising out of its obligations and efforts under this Agreement during pre-proposal and proposal periods, which are defined as the periods up to an award of a prime contract. Neither party shall have any right to reimbursement, payment or compensation of any kind from each other during the period prior to the award and execution of any resulting subcontract between the Prime Contractor and the Subcontractor for the Program and work described in the Agreement.

1.4 Notwithstanding any other provision to the contrary, the Prime reserves the right to add additional team members to the team to assist in performing tasks and areas of work and responsibility thereunder, and take whatever actions it deems reasonably necessary to produce a proposal or proposals that have the greatest likelihood of resulting in a contract. In the event that additional team members are added, the Prime agrees to obtain adequate written protection of the Subcontractor's Proprietary Information from any other team member.

ARTICLE 2 SCOPE OF EFFORT

2.1 The division of work and responsibility which is anticipated for the Subcontractor in executing the Program is set forth in Exhibit A hereto. The Subcontractor shall confer with the Prime Contractor regarding competitive rates and overall pricing strategy. The Subcontractor shall offer competitive pricing that is equal to or less than the competitive level of pricing offered by companies for similar products or services, and shall provide non-proprietary cost and pricing data in sufficient detail to allow verification of the competitiveness of the pricing offered.

2.2 When the contract is awarded to the Prime, the Prime will, to the extent permitted by Government rules, regulations and applicable law, enter into negotiations with the Subcontractor for a subcontract wherein the Prime will make every reasonable effort to subcontract to the Sub that portion of the work set forth in the attached Exhibit(s). Subcontractor agrees to accept those terms and conditions in the prime contract that are required by Government rules, regulations or applicable laws to be included in its

subcontract. The work to be performed by the Subcontractor will be in accordance with the schedule and technical specifications, if any, and at a price to be mutually agreed upon between the parties.

ARTICLE 3 RESTRICTIONS

3.1 During the effective term of the Agreement, it is understood that nothing contained herein shall be deemed to restrict either Team Member from quoting, offering to sell, or selling to others any items or services that it may regularly offer for sale so long as such activity is not in conflict with this teaming arrangement. Furthermore, the Subcontractor agrees to team exclusively with Berico and Client with respect to the Program and Work of a substantially similar nature and will not provide their goods and/or services to other companies for the purposes of Corporate Campaign analysis work for the duration of this teaming agreement or any subsequent contract or resulting subcontract.

3.2 Should either party violate the terms of this article, this Agreement shall terminate immediately and the injured party shall have recourse to all available remedies, at law or in equity to compensate for any direct damages suffered as a result of breach of this article.

3.3 Other than the covenants contained herein, this Agreement does not constitute a partnership, joint venture or any other form of business association. The relationship between the Team Members shall be that of a contractor team arrangement in accordance with FAR Part 9.601. Neither Team Member is the agent of the other, and except as expressly provided in this Agreement, neither may bind the other. No profits, losses, costs or commitments or liabilities of any nature will be shared under any provision of this Agreement.

ARTICLE 4 SOLICITATION OF EMPLOYEES

4.1 Neither party shall, during the term of this Agreement and for a period of six months after termination or expiration, without the advance written consent of the other, employ or solicit for employment any person(s) employed by the other and working on the specific Project contemplated by this Agreement. Further, this provision shall be included in any subcontract issued under any resultant contract. This prohibition is limited to this specific Program only.

4.2 Nothing in this clause shall prohibit either party's employees from responding to advertisements in the media not specifically directed at employees of the other party.

ARTICLE 5 AWARD OF SUBCONTRACT

5.1 In the event that a contract or task order for the Program is awarded, the Team

Members agree that a subcontract shall be negotiated in good faith for the portion of the Program allocated to the Subcontractor in Exhibit A. The subcontract shall be consistent with the terms and conditions, statement of work, applicable flow-down clauses of the prime contract; and the prices proposed and subsequently negotiated as a result of the Subcontractor's proposal.

5.2 Any subcontracts, or changes or supplements thereto, shall be subject to any required approvals of the Customer. Prime Contractor shall use all reasonable efforts to secure such approvals.

ARTICLE 6 PROPRIETARY INFORMATION

The matter of proprietary information is to be governed by the Non-Disclosure Agreement, dated NOV-16-2010, between Berico and Subcontractor, and is attached hereto as Exhibit B, and its term shall be coterminous with that of the Teaming Agreement.

ARTICLE 7 INVENTIONS AND PATENTS

Inventions conceived solely by employees of Berico shall belong exclusively to Berico. Inventions conceived solely by employees of Subcontractor shall belong exclusively to subcontractor. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties. This understanding is subject to modification as may be required by applicable Government regulations, or the terms of the prime contractor resultant subcontract between the parties. Except as stated in the preceding paragraph, nothing contained in this Agreement shall be deemed, by implication, estoppel or otherwise, to grant any right or license in respect of any patents, inventions or technical information at any time owned by the other party.

ARTICLE 8 TERMINATION

8.1 This Agreement shall remain in force for seven months from the effective date hereof unless a Subcontract is negotiated, at which time the terms and provisions of the Subcontract will trump. Notwithstanding the above, this Agreement shall be terminated upon the earliest of the following:

8.1.1 Termination or cancellation of the Program.

8.1.2 Refusal of the Customer to approve Subcontractor as the source and Subcontractor for the portion of the Program allocated to Subcontractor in Exhibit A, notwithstanding Prime Contractor's exercise of its best efforts to secure such approval.

8.1.3 Mutual agreement of the Team Members to terminate this Agreement.

8.1.4 A material breach by either Team Member of any of the provisions contained herein; or

8.1.5 Inability of the Prime and the Sub negotiating in good faith to reach agreement on the terms of a subcontract offered by the Prime for each awarded task order, in accordance with this Agreement.

ARTICLE 9 PUBLICITY

9.1 It is agreed between the Team Members that the Prime Contractor shall be the principal contact with the Customer concerning this Program and that all effort will be made by the subcontractor to coordinate communications between the subcontractor and customer, understanding that some circumstances may arise that require the subcontractor to communicate directly with the customer. In those cases the subcontractor will notify the prime within 24 hours.

9.2 Any news release, public announcement, advertisement or publicity released by either Team Member concerning this Agreement, or any proposal, or any resulting contracts or subcontracts to be carried out hereunder, will be subject to prior approval of all parties, except that this Agreement and the terms thereof may be made known to the Customer. Any such publicity shall give due credit to the contribution of each party.

ARTICLE 10 GOVERNING LAW

10.1 This Agreement shall be governed in accordance with the laws of Commonwealth of Virginia.

10.2 In performing any activities reasonably related to this agreement, both parties shall comply with all applicable provisions of federal, state, and local laws, rules, executive orders, and regulations in effect at the time of such activities.

ARTICLE 11 INCORPORATION OF DOCUMENTS

The following documents are attached hereto and are specifically made a part of this agreement:

- i. Exhibit A, Subcontractor Statement of Work
- ii. Exhibit B, Non-Disclosure Agreement

ARTICLE 12 ENTIRE AGREEMENT

The foregoing paragraphs and references contain the entire agreement between the Team Members and supersede any previous understanding, commitments or agreements (oral or written) with respect the Proposal or any subcontract or other work emanating therefrom.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the dates set forth below. This Agreement shall be effective as of the last date of signature.

Berico Technologies, LLC:

By: 

Name: Nicholas Hallam

Title: Chief Operating Officer

Date: 11/16/2010

HBGary Federal, LLC:

By: 

Name: Aaron Barr

Title: CEO

Date: 11/16/10

EXHIBIT A – SUBCONTRACTOR STATEMENT OF WORK

SCOPE

This exhibit specifies the work to be performed by HBGary Federal, LLC, hereinafter referred to as “Sub”, in support of potential proposals and the roles and responsibilities between Berico Technologies and HBGary Federal LLC during the execution of a potential program.

REQUIREMENTS

Sub will provide onsite personnel, integrators and systems analysts to assist the Prime with the Project.