

Non-Disclosure Agreement

ManTech Global Services Corporation & SEGOVIA GLOBAL IP SERVICES

THIS NON-DISCLOSURE AGREEMENT ("Agreement"), is effective 7/13/2009, by and between, ManTech Global Services Corporation ("MGSC"), a Virginia corporation having its offices at 12015 Lee Jackson Highway Fairfax, VA 22033-3300 and, a Segovia Inc. a Delaware corporation having its offices at 600 HERNDON PARKWAY HERNDON, Virginia 20170, and is made for the protection of Proprietary Information (as defined below) exchanged between the parties in furtherance of the stated objective(s) (the "Designated Purpose"), as defined below.

WHEREAS, as set forth in this Agreement, the Parties wish to exchange and protect certain confidential and proprietary information.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1.0 Definitions

A. MGSC shall be: ☒ Disclosing Party ☒ Receiving Party

B. Segovia Inc. shall be: ☒ Disclosing Party ☒ Receiving Party

C. "Designated Purpose" shall be to Provide CIS Consultant Support Services in ISAF, UHF DAMA at NCSA HQ, and NCISS in Latina Italy. Lots 1 and 3 ("Program").

D. "Disclosure Period" shall be defined as the term beginning on the Effective Date of this Agreement, and expiring two (2) years after the Effective Date.

E. "Financial Information" shall be defined as fiscal information of any kind, including, but not limited to pricing, rate schedules, cost estimates, invoices, etc., whether with or without an appropriate legend, marking stamp, or other clear and conspicuous written designation that identifies information as Disclosing Party's Proprietary Information.

F. "Proprietary Information" shall be defined as any Financial Information disclosed by the Disclosing Party to the Receiving Party during the Disclosure Period; and any information that, during the Disclosure Period, is (a) disclosed by the Disclosing Party to the Receiving Party or overheard by the Receiving Party in the normal conduct of business, whether oral, written or in other permanent form, or by inspection of tangible products including software and hardware, and concepts in any format or medium, which the Disclosing Party considers confidential including, but not limited to, contractual information, performance data, sales data, technical data, marketing information, operating information, business pricing policies, programs, data systems, inventions, ideas, discoveries, and/or other such work products; and (b) is prominently declared or identified as proprietary, and in the event such information is in writing or in other permanent form, by using an appropriate legend, marking stamp, or other clear and conspicuous written identification which unambiguously indicates that the information being provided is the Disclosing Party's Proprietary Information. Where the Proprietary Information has not been or cannot be reduced to written form at the time of disclosure, and such disclosure is made orally and with prior assertion of proprietary rights therein, such orally disclosed proprietary information shall only be protected in accordance with this Agreement, provided that complete written summaries of all proprietary aspects of any such oral disclosures shall have been delivered to the Receiving Party's Designated Coordinator identified in Article 10 (below) within twenty (20) calendar days of said oral disclosure(s). During this 20-day period, such information so disclosed shall be provided the same protection as provided Proprietary Information marked with a restrictive legend in accordance with this Agreement. The Disclosing Party shall not identify information as proprietary, which is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.

2.0 Term & Obligations

The Receiving Party agrees, for a period of 5 Year(s) from the Effective Date of this Agreement, except for trade secret information, which shall be held in confidence by a Receiving Party as long as such information remains protected as a trade secret, to: (a) protect the confidentiality of the Proprietary Information with the same standard of care that it uses to protect its own trade secrets and/or proprietary information, but in any event no less than

reasonable care; and (b) to not use or disclose the Proprietary Information, or any part thereof, except for the Designated Purpose. The Receiving Party shall not distribute, grant any rights in, or disclose the Proprietary Information to any employee not having a need to know pursuant to the Designated Purpose, or to any third party, including but not limited to consultants and/or independent contractors, without obtaining the Disclosing Party's prior written consent. Receiving Party agrees not to copy, reproduce, and/or reduce to writing any part of the Proprietary Information, except only as necessary for the Designated Purpose, and all such copies, reproductions and/or reductions to writing shall be and remain the property of Disclosing Party.

3.0 Exclusions from Proprietary Information

The Receiving Party shall not be liable for use or disclosure of any such Proprietary Information, if it can be established by contemporaneous, clear, and convincing written evidence that such Proprietary Information, in substantially the same form and content -

- (a) becomes known to the Receiving Party from a third party who had a lawful right to disclose the information without breach of any agreement of non-disclosure with the Disclosing Party; or
- (b) is or becomes a part of the public domain, knowledge or literature without breach of this Agreement by the Receiving Party; or
- (c) is or was independently developed by the Receiving Party without the use, directly or indirectly, of any such Proprietary Information received under this Agreement or any other obligation of secrecy with the Disclosing Party; or
- (d) is or was known to the Receiving Party, without restriction as to further disclosure when received; or
- (e) is or was disclosed by the Receiving Party with the Disclosing Party's prior written approval, or
- (f) is or was disclosed by the Disclosing Party to a third party without restriction.

4.0 Court Order

The Receiving Party may disclose the Proprietary Information in response to a valid order of a court of competent jurisdiction, or other governmental body of the United States or any political subdivision thereof, or if it is otherwise required by law to disclose the Proprietary Information; provided, that the Receiving Party shall first have given prompt written notice to the Disclosing Party in order to allow the Disclosing Party to object to the disclosure of the Proprietary Information

5.0 Responsibility

If the Receiving Party loses or makes unauthorized disclosure of the Disclosing Party's Proprietary Information, it shall notify the Disclosing Party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

6.0 Warranty

All Proprietary Information is provided "As Is." In providing any Proprietary Information hereunder, the Disclosing Party makes no representations or warranties, express or implied, as to its accuracy, completeness, performance, freedom from defects or non-infringement of the rights of any third party., nor shall any Party incur any liability or obligation whatsoever by reason of such proprietary information

7.0 Return or Destruction of Proprietary Information

Within 20 days of a written request by the Disclosing Party, or expiration of the Disclosure Period, the Receiving Party shall return all Proprietary Information (or any designated portion thereof) received under this Agreement, including all permitted copies or excerpts thereof, to the Disclosing Party, or if so directed in writing by the Disclosing Party, shall destroy such Proprietary Information, including all permitted copies or excerpts thereof. The Receiving Party shall certify in writing that it has satisfied its obligations under this provision within 10 days of a written request by the Disclosing Party.

8.0 Termination

Both Parties further understand and agree that each Party reserves the right, in its sole and absolute discretion, to reject any or all proposals, to decline to furnish further Proprietary Information, and to terminate any discussions and negotiations at any time. The exercise by either Party of these rights shall not affect the enforceability of any other provision of this Agreement.

9.0 Non-Transfer of Rights

Except for the limited rights set forth herein, no right, title, or license, express or implied, under any patent, copyright, trade secret, and/or other intellectual property proprietary right is granted hereunder. All rights not expressly granted by this Agreement are retained by the Disclosing Party. Neither Party has an obligation under this Agreement to purchase any item or service from the other Party.

10.0 Designated Coordinators

All disclosures of Proprietary Information shall be made by or under the supervision of the coordinators (the "Coordinators") for the Parties. The Coordinators are identified below and may be replaced by either Party by providing written notification to the other Party:

Attn: Lindy E. Martin
MGSC
14119-A Sullyfield Cir
Chantilly, VA 20151

Attn: Frank Cammarata
SEGOVIA GLOBAL IP SERVICES
600 HERNDON PARKWAY
SUITE 200

HERNDON,
Virginia
20170

Email: Lindy.Martin@ManTech.com
Phone: 703-858-2479
Fax: 703-858-5686

Email: Frank.Cammarata.segoviaip.com
Phone: 703-621-6817
Fax: 240-306-9625

11.0 Export Control Compliance

The Receiving Party represents and warrants that no technical data furnished to it by the Disclosing Party shall be disclosed or exported in violation of the International Traffic in Arms Regulation and the Export Administration Regulations. The Receiving Party further represents and warrants that technical data furnished to it by the Disclosing Party shall only be exported from the United States in compliance with the International Traffic in Arms Regulation and the Export Administration Regulations, including the requirement for obtaining an export license, if applicable. Notwithstanding any other provision of this Agreement, the Receiving Party shall indemnify and hold harmless the Disclosing Party from all claims arising from the Receiving Party's failure to comply with this clause or the International Traffic in Arms Regulation or the Export Administration Regulations.

12.0 Choice of Law and Forum

This Agreement shall be governed by and interpreted or construed in accordance with the laws of the Commonwealth of Virginia, exclusive of the choice of laws rules thereof. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Virginia state and federal courts located in Fairfax County or Alexandria, Virginia, and the parties hereby consent to such jurisdiction and venue. The parties hereby waive trial by jury with respect to any dispute relating to this agreement

13.0 Breach

Without prejudice to any other rights and remedies otherwise available to it, each Party agrees that a threatened, impending or existing breach of any provision of this Agreement by it or by any person or entity engaged or employed by it would cause the Disclosing Party irreparable injury for which it cannot be adequately compensated by monetary damages, which would have no adequate remedy at law. Accordingly, each Party agrees that the Disclosing Party shall be entitled, in addition to any and all other rights and remedies which may be available, to such preliminary, temporary or permanent mandatory or restraining injunctions enjoining and restraining the Receiving Party, and any other involved party, from committing or continuing a violation of this Agreement, without the necessity of posting a bond or other security therefore.

14.0 Severability

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local Government having jurisdiction over this Agreement, the rest of the agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated. In the event that any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of the Federal, State, or local Government having jurisdiction over this Agreement, the parties agree, to the extent possible, to restate the provision to conform to applicable law and reflect as nearly as possible the original intent of the Parties.

15.0 Survival

Any provisions, which by their terms and conditions contemplate survival beyond any completion or expiration or earlier termination of this Agreement, shall survive such completion or expiration or earlier termination of this Agreement.

16.0 Waiver

A waiver by either Party of any of the terms and conditions of this Agreement, or any failure by either Party to exercise any option, right, or privilege on any occasion or through the course of dealing, shall not prevent enforceability of such term or condition, and shall not be deemed to be a waiver of any subsequent breach or breaches thereof.

17.0 Assignment

This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and/or their respective successors and/or assigns and/or delegates; provided, however, that neither Party may assign or transfer its interest hereunder or delegate its duties without the prior written consent of the other Party, which consent cannot be unreasonably withheld, conditioned, or delayed. The obligations of either Party hereunder shall not terminate upon any assignment attempted without such prior written consent. Either Party may, however, without consent, assign or delegate this Agreement to a wholly or principally owned subsidiary or other affiliate of such Party, or other division of the Party.

18.0 Headings

The headings in this Agreement are inserted for convenience and identification only, and are in no way intended to define or limit the scope, extent, or intent of this Agreement or any of its provisions hereof.

19.0 Execution and Delivery of Agreement

This Agreement may be executed and delivered by facsimile or electronically by a scanned .pdf file and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by affixing of the signatures of each of the parties hereto to one of such counterpart signature pages; all of such signature pages shall be read as though one and they shall have the same force and effect as though all of the parties had signed a single signature page. In producing this Agreement, it shall not be necessary to produce or account for more than one counterpart signed by the person against whom enforcement is sought.

20.0 Relationship

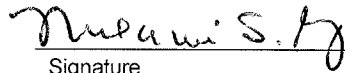
This Agreement does not establish any teaming, joint venture, and/or other such business arrangement, and any such agreement between the Parties with regard to any future business activities shall be set forth in separate written agreements.

21.0 Entire Agreement

The parties hereby agree that this Agreement, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. This Agreement may only be modified or amended by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ManTech Global Services Corporation



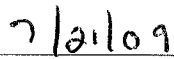
Signature

Melanie Rotz

Name

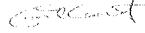
VP, Contracts

Title



Date

Segovia Inc.



Digitally signed by Frank Cammarata
DN: cn=Frank Cammarata, o=Segovia,
ou=Contracts, email=frank.
cammarata@segoviaip.com, c=US
Date: 2009.07.14 08:57:22 -04'00'

Signature

Name Frank Cammarata

Title Manager, Contracts

Date 07/14/09