

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, entered into this 1st day of September, 2017, between HARRIS CORPORATION, a Delaware corporation, [REDACTED] ("HARRIS") and FOLEY & LARDNER, LLP, whose address is [REDACTED] ("Consultant");

WHEREAS, HARRIS has requirements for consulting services in the areas of business development, planning and marketing assistance for the Commonwealth of Virginia state government market, as described in **Attachment D**, Statement of Work; and

WHEREAS, Consultant, as an independent contractor and not as an employee of HARRIS, is agreeable to providing consulting services to HARRIS on a temporary and consulting basis; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties do hereby agree as follows:

1. CONSULTING SERVICES. Under the direction of [REDACTED] or [REDACTED] designated alternate, Consultant shall provide its personal services, skill, and knowledge to the tasks assigned to it by the above-named individual in accordance with the attached Statement of Work, **Attachment D**. Consultant will be available to travel as Harris' business needs may require.

2. FEE. This Agreement is predicated upon Consultant not providing any specific number of working hours during the term of this Agreement, but rather Consultant shall provide services, at mutually agreed upon times, on an "on call" basis when needed. Assignments by the authorized individual in Paragraph 1 above and agreed to by Consultant will be compensated for at the rate of [REDACTED] pro-rated, inclusive of taxes and expenses. In no event shall the total compensation paid under this Agreement [REDACTED]. When authorized in advance by Harris to travel, lowest and logical travel expenses for other than local travel shall be reimbursed at coach rates, in accordance with Part 31 of the Federal Acquisition Regulation, which limits reimbursement for lodging and other per diem expenses. Harris will reimburse Consultant for meals and incidental expenses at the fixed amount specified under the Government Travel Allowance Rates, a copy of which will be provided upon request. At the request of Consultant, Harris' travel service provider, BCD Travel Services [(866)215-4571 "prompt #3"], will arrange Consultant's travel and lodging accommodations. No reimbursement will be made for local travel. Reasonable and necessary postage and telephone calls, while traveling, will be reimbursed based on reasonable and actual costs. Consultant shall provide Harris with written monthly status reports of work assignments completed. Harris may require time cards or other verification for such consulting services. There will be no compensation for commuting time, nonproductive time, or overhead services unless approved in advance by Harris. Instructions for submitting invoices and expense reports are included in **Attachment B**.

3. INDEPENDENT CONTRACTOR. It is specifically agreed that Consultant and its employees and contract personnel (if any), is an independent contractor, and not an employee of Harris for any purpose, and that Consultant has no authority to represent or bind Harris in any capacity with a third party. As an independent contractor, Consultant is solely responsible for the control and supervision of the means by which the services are provided. Such means are subject to the Consultant's discretion, which discretion must be exercised consistent with the goal of completing the above generally described consulting services for Harris on a schedule mutually agreed upon in conformance with this Agreement. It is further agreed, consistent with Consultant's independent contractor status, that:

- Consultant has the right to perform services for others during the term of this Agreement in accordance with Paragraph 19.
- Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Consultant has the right to perform the services required by this Agreement at any place, location or time.
- Consultant will furnish all equipment and materials used to provide the services required by this Agreement.
- Consultant has the right to hire contract personnel or to use its employees to provide the services required by this Agreement. In this event, such contract personnel or employees shall not be regarded as having an employment relationship with Harris. Further, Consultant shall require such contract personnel and employees to execute the certifications attached to this Agreement, as well as any other certifications that Harris may require.
- Before assigning any employee or agent to perform or provide consulting services to Harris under this Agreement, Consultant shall provide Harris with sufficient background/employment history of said employee or agent to allow Harris to make an informed decision as to whether the employee/agent has any conflict of interest or other disqualifying experience that would make the employee/agent unacceptable to Harris, in its sole discretion.
- The Consultant or Consultant's employees and contract personnel shall perform the services required by this Agreement; Harris shall not hire, supervise nor pay such employees or contract personnel for services provided under this Agreement.
- Neither Consultant nor Consultant's employees or contract personnel shall receive any training from Harris in the skills necessary to perform the services required by this Agreement.
- Harris shall not require Consultant nor Consultant's employees or contract personnel to devote full time to performing the services required by this Agreement.

4. TAXES, BENEFITS AND OTHER MATTERS. Harris shall not withhold taxes, FICA, etc. on Consultant's behalf or on behalf of Consultant's employees or contract personnel. Consultant shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Consultant is not a corporation, self-employment (Social Security) taxes. Upon demand, Consultant shall provide Harris with proof that such payments have been made. Consultant understands that neither Consultant nor Consultant's employees or contract personnel are eligible to participate in any Harris employee retirement, health, vacation pay, sick pay or other benefit plans of Harris. Harris shall not obtain workers' compensation insurance on behalf of Consultant or Consultant's employees or contract personnel. If Consultant hires employees to perform any services under this Agreement, Consultant will provide workers' compensation insurance and provide a certificate of workers' compensation insurance to Harris prior to performing services under this Agreement. Harris shall make no state or federal unemployment compensation payments on behalf of Consultant or Consultant's employees or contract personnel. Consultant will not be entitled to these benefits in connection with work performed under this Agreement.

5. INSURANCE. Harris shall not provide any insurance coverage of any kind for Consultant or Consultant's employees or contract personnel. Consultant agrees to maintain an insurance policy of at least \$1,000,000.00 to cover any negligent or intentional acts committed by Consultant or Consultant's employees or subcontract personnel while performing services under this Agreement. In the event Consultant hires or retains subcontractors, they must also each maintain insurance coverage of at least \$1,000,000.00.

6. TERM. [REDACTED]

7. TERMINATION. This Agreement may be terminated by either party upon thirty (30) days prior written notice. Termination will become effective thirty (30) days after service of such written notice, and all duties and obligations of the parties under this Agreement will cease as of the effective date of termination. The provisions set forth in Paragraphs 11 through 15 shall survive the termination or expiration of this Agreement.

8. EXCLUSIVITY. Nothing herein shall be construed or interpreted to apply to any other Harris subsidiary, affiliate, entity, or business unit other than Mission Networks.

9. RECORD KEEPING AND AUDITS.

- (a) Consultant agrees to retain all records pertaining to this Agreement and the work performed hereunder for a period of three (3) years after the termination date of this Agreement.
- (b) Harris reserves the right, at Harris' discretion, to conduct audits of any work performed under this Agreement including, but not limited to, a review of the Consultant's financial and accounting, time cards, invoices, travel expense records, etc.
- (c) The Consultant shall make his/her relevant books and records available to Harris personnel during normal business hours in support of any audit requested within five (5) calendar days of notice of such audit.

10. KEY PERSONNEL. It is understood that [REDACTED] is essential to the work performed hereunder and forms the essence of this Agreement. In the event Jason Allison is unable, in the opinion of Harris, to perform hereunder for whatever reason, this Agreement may be immediately terminated by Harris as set forth in Paragraph 7 (Termination) above.

11. NONDISCLOSURE. At no time will Consultant divulge or cause to be divulged to any third party (including customers, suppliers or competitors of Harris) the nature, purpose, or results of any of Consultant's work with Harris (whether or not said products fall within the purview of Consultant's work for Harris).

12. INTELLECTUAL PROPERTY. Consultant hereby covenants and agrees that all improvements, inventions, modifications, ideas, discoveries, and/or computer programs, whether patentable or not, which during the period of this Agreement Consultant shall conceive or first actually reduce to practice, alone or in conjunction with others, while engaged in any work for Harris or with the use of Harris materials or facilities shall be the property of Harris. Consultant shall maintain accurate and current records which shall be the property of Harris, and Consultant will promptly and fully disclose the same (in writing if requested) to Harris, its proper executives, and designated representatives, but no others, and will deliver to Harris all such records. Furthermore, without further consideration and on request of Harris at any time, Consultant will, at Harris' expense, execute and deliver applications for patents and registrations for copyright in the United States or in any foreign countries on such improvements, inventions, modifications, ideas, discoveries and/or computer programs, together with assignments to Harris of Consultant's entire interest therein, and Consultant shall give to Harris such reasonable assistance as may be requested of Consultant in securing, enforcing and protecting said applications and patents. Such services when requested and rendered during the term of or after the termination of this Agreement shall be deemed

additional consulting work and Consultant shall be paid therefore by Harris at the same rate as specified in Paragraph 2 above.

13. CONFIDENTIALITY. It is recognized that Consultant has acquired and shall acquire confidential information, including trade secrets, computer software, and proprietary data, regarding the above matters and other affairs, products, technologies and business of Harris during the course of this consultation. Consultant hereby agrees and covenants to hold in trust and confidence all such information during and following Consultant's retention. At no time will Consultant divulge confidential information of Harris for any purposes other than for the benefit of Harris. Upon termination of Consultant's engagement with Harris, Consultant will promptly return any drawings, designs, blueprints, documents, compilations of technical data, specifications or other records of any nature belonging to Harris, or any reproductions thereof. Such confidential information contemplates technology under the cognizance of U.S. export laws and regulations. Accordingly, the Consultant represents and warrants that no technical data furnished to it by Harris shall be disclosed to any foreign nation, firm, or country, including foreign nationals employed by or associated with the Consultant, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The Consultant shall first obtain the written consent of Harris prior to submitting any requests for authority to export any such technical data. The Consultant shall indemnify and hold Harris harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Consultant to comply with this clause or the ITAR and EAR.

14. TITLE TO WORK PRODUCT. Consultant agrees that with respect to any work performed for Harris hereunder which results in Consultant's preparation of written or verbal reports, studies, analyses, research data, proposals, strategies or similar work product, Harris shall retain exclusive right and title in and to said work product and that Consultant may not otherwise use or disclose same to third parties without Harris' prior written approval.

15. INDEMNIFICATION AND HOLD HARMLESS. Consultant shall indemnify and hold Harris harmless for any and all loss or damage and from all claims for injury, death, loss or damage of any kind or character, sustained by or caused by Consultant, by whomsoever asserted, occasioned by or in connection with the performance of this Agreement, except for personal injuries or property damage resulting directly from and proximately caused solely by the negligence of Harris, its employees, and agents.

16. STANDARDS OF CONDUCT. Harris conducts its business in strict compliance with applicable laws, rules, and regulations and with honesty, integrity, and a strong commitment to the highest standards of business practices. Consultant agrees at all times to adhere to Harris' published policies in this regard, as well as any other customary standards of business conduct including conduct prescribed by law or regulation. Consultant shall be particularly careful to comply with all rules, laws and regulations pertaining to the entertainment of or providing of gratuities to U.S. Government or foreign Government officials as well as those pertaining to the obtaining of U.S. Government or foreign Government procurement sensitive information. A copy of the Harris Standards of Business Conduct pamphlet is attached (**Attachment A**), for further guidance in this important area.

17. ADDITIONAL CERTIFICATIONS AND STATEMENTS. Consultant agrees to execute any additional certifications or other statements, which in Harris' view are reasonably necessary to comply with applicable federal, state, or local law or regulation. Consultant's failure or refusal to execute such certifications or statements shall be grounds for termination of this agreement by Harris.

18. ATTACHMENTS. The following Attachments are part of this Agreement:



19. CONSULTING FOR OTHERS. It is understood that Consultant may render consulting services to other organizations, but Consultant may not perform services related to the same subject matter as those performed under this Agreement for any other individual, firm, association, or organization without prior written notification to and consent by Harris. In those cases where a potential conflict appears to exist, a mutually agreeable resolution shall be made before such conflicting services are furnished or performed. Consultant agrees to disclose promptly to Harris any actual or apparent conflict of interest of which it is aware or becomes aware, by virtue of or while providing consultant services to Harris under this Agreement.

20. RELIANCE ON COUNSEL.

- (a) Each party has had the opportunity to consult with legal, financial, technical and any other experts it deems necessary or desirable before entering into this Agreement. Each Party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement. All discussions, estimates, or projections developed by a Party during the course of negotiating the terms and conditions of this Agreement are by way of illustration only and unless specifically contained in this Agreement, are not binding or enforceable against the other Party in law or in equity.
- (b) Each party has the full right, power and legal capacity to execute and deliver this Agreement and to perform the duties and obligations hereunder.

21. FLORIDA LAWS TO GOVERN. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Florida. Venue shall lie in the State of Florida, Brevard County, or the U. S. Federal District Court for the Middle District of Florida, for all causes of action under this Agreement.

22. ENTIRE AGREEMENT. This Agreement states the entire Agreement between the parties with respect to the subject matter, and all prior and contemporaneous understandings, representations, and agreements whether oral or in writing are merged herein and superseded hereby. No alteration, modification, release, or waiver of this Agreement or any of the provisions herein contained shall be effective unless agreed to in writing and executed by both parties.

23. SEVERABILITY OF PROVISIONS. It is the intent of the parties hereto that all of the provisions set forth herein are severable and independent. In the event that any of the provisions herein should be held to be invalid or unenforceable, all other provisions shall remain in full force and effect.

24. MISCELLANEOUS

- (a) The headings in this Agreement are solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

- (b) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (c) This Agreement is not intended to confer upon any third party any rights or remedies hereunder.
- (d) Neither party may assign this Agreement, in whole or in part, without the specific written consent of the other party
- (e) During the period that this Agreement is in force, the Parties hereto agree that neither shall solicit for employment, any technical or professional employees of the other assigned to work on the proposal or any resulting subcontract, without the prior written agreement of the Party whose employee is being considered for employment. General employment advertisements or Job fairs are not considered solicitations as prohibited above.

25. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto arising out of Consultant's breach of any of the provisions set forth in this Agreement, the party prevailing in such litigation shall be entitled, in addition to any other relief granted, to actual attorney's fees incurred in such a litigation, up to and including any appeals.

25. LIMITATION OF LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL HARRIS BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, ANTICIPATED SAVINGS, REPUTATION OR DATA, NOR FOR ANY INCIDENTAL, PUNITIVE, MORAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION AND FOR THE AVOIDANCE OF DOUBT, NEGLIGENCE OR BREACH OF STATUTORY DUTY), WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals the day and year first written above.

HARRIS CORPORATION

By: (printed name): 
Title: 
Signature: _____

FOLEY & LARDNER, LLP

By: (printed name):

Vesun M. Allison

