



1875 Campus Commons Drive  
Suite 301  
Reston, VA 20191  
703 482-5800 Main  
703 462-5639 Fax  
www.abraxasapps.com

## PARTNERING AGREEMENT

This PARTNERING AGREEMENT (the "Agreement") is entered into by and between Abraxas Applications Incorporated, a Virginia corporation with its primary office location at 1875 Campus Commons Drive, Reston, VA 20191, hereinafter referred to as Abraxas; and Strategic Forecasting, Inc., a Texas corporation with its primary office location at 700 Lavaca Street, Suite 900, Austin, TX 78701, hereinafter referred to as Stratfor, as of the Effective Date specified below. Both Abraxas and Stratfor are hereinafter collectively referred to as the Parties.

### RECITALS:

Stratfor and Abraxas wish to enter into a partnering agreement for the primary purposes of promoting each others products and services, all under the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties agree as follows:

#### **1. Roles and Responsibilities.**

- a. **General.** Each party is responsible for its own actions, obligations, duties, and liabilities including the absorption of any expense it incurs in performing the activities contemplated by this agreement. Neither party may bind the other without express, prior written consent, such writing to contain a detailed description of the act to be authorized from the other party.
- b. **Stratfor Responsibilities.**
  - i. Stratfor will provide Abraxas Applications an RSS stream or link, for uploading onto the Abraxas Applications webpage and/or the TrapWire "Landing Page." This stream will consist of Sit Reps, produced by Stratfor, and updated on an at least daily basis. TrapWire users will have free access to the stream of Sit Reps. A link will be provided to any client wishing greater detail on a specific report, or expressing an interest in subscribing to Stratfor services, directing the interested party directly to Stratfor. Abraxas Applications will post Stratfor's logo adjacent to the RSS stream.
  - ii. Stratfor will provide links to complete analyses and reports directly related to terrorist surveillance and other pre-operational activity as requested and by agreement with on a case by case basis.
  - iii. Stratfor will provide introductions to senior executives and/or senior security officials at selected client locations where a qualified interest in Abraxas Applications capabilities has been expressed.
- c. **Abraxas.**
  - i. Abraxas Applications will post the Stratfor logo adjacent to the RSS or link stream on the Abraxas Applications webpage and/or TrapWire landing page as appropriate.
  - ii. Abraxas Applications will provide introductions to senior executives and/or senior security officials at selected client locations where a qualified interest in Stratfor capabilities has been expressed.





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2. **Referral Fees.** In the event any qualified introduction results in a binding contractual agreement for the services of either party during the twelve (12) month period commencing on the date of the introduction, the party making the introduction shall be entitled to (8%) of the contractually obligated fee(s) referenced in the binding contractual agreement and actually received by the contracting party from such introduction during the first twelve (12) months of such contractual agreement (the "Referral Fee"). The party making the introduction will be paid within thirty (30) days following the receipt of payment(s) by contracting party.
3. **Confidentiality and Non-Disclosure.**
  - a. **Definitions.** In the performance of this Agreement, either party may disclose to the other certain Confidential Information. For the purposes of this Agreement, "Confidential Information" means information that is of value to its owner and, if in written, graphic or physical form, is appropriately labeled as confidential information of the disclosing party, or if disclosed orally is identified at the time of disclosure as confidential information of the disclosing party and such identification is confirmed in writing within fifteen (15) days of disclosure.
  - b. **Nondisclosure.** The receiving party agrees to hold the Confidential Information disclosed by the other party in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Confidential Information for any purpose whatsoever other than as expressly provided by this Agreement. Both parties acknowledge and agree that the Confidential Information shall remain the sole and exclusive property of the disclosing party. The disclosure of the Confidential Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Confidential Information, except as expressly provided under this Agreement. The obligations in this Section shall continue (i) indefinitely with regard to Confidential Information that constitutes a trade secret under applicable law, and (ii) for the term of this Agreement and for a period of three (3) years thereafter, with regard to all other Confidential Information.
  - c. **Exclusions.** Nothing in the immediately preceding paragraph shall prohibit or limit the receiving party's use of information if (i) at the time of disclosure hereunder such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was lawfully in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; or (vi) disclosure is required under applicable law or regulation.
7. **Term and Termination.**
  - a. **Term.** This Agreement shall commence as of the Effective Date and shall remain in effect for the period of three (3) years, unless earlier terminated as provided herein (the "Term").
  - b. **Right to Terminate.** Notwithstanding any other provision hereof, this Agreement may be terminated as follows: (i) by either party with 30 day advance written notice; (ii) in the event either party breaches any of the provisions hereof, and such breach is not curable, this Agreement shall be immediately terminable by the non-breaching party upon written notice to other party (any violation of the Confidentiality and



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Non-Disclosure provisions hereof shall constitute a non-curable breach); (iii) in the event either party

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breaches any of the provisions hereof, and such breach is subject to cure but not cured within fifteen (15) days after written notice; or (iv) immediately by either party in the event that the other party becomes insolvent, files or is forced to file any petition in bankruptcy, or makes an assignment for the benefit of its creditors.

- c. **Effect of Termination.** Any termination of this Agreement shall not release a party from paying any fees owed to the other party for any periods prior to or after termination.
8. **Warranties.** Each party represents and warrants that (i) it has full power and authority to enter into and perform this Agreement and that such power and authority are not limited or restricted by any agreements or understandings between such party and other persons; (ii) with respect to any services, information or materials provided by a party to the other party hereunder, the party providing such shall have obtained all necessary rights and licenses therefor; and (iii) neither the execution, delivery nor performance of this Agreement by a party will result in the breach of any term or provision of any contract, agreement or understanding of such party with any third party. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8, THE PARTIES MAKE NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Limitation of Liability.** In no event shall either party be liable for incidental, consequential or other indirect damages arising out of or relating in any manner to this Agreement under any cause of action even if the parties have been advised of the possibility of such damages. Except for obligations of indemnification set forth below, in no event shall the damages paid by any party exceed the amount of Fees received by such party hereunder during the twelve (12) month period immediately preceding the cause of action.
10. **Indemnification.** In addition to any other obligations of indemnity provided herein, each party (the "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other party and its subsidiaries and affiliates, and their directors, officers, employees, agents and shareholders (each, an "Indemnified Party"), against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) resulting from any breach by Indemnifying Party of the terms of this Agreement, including any actual or alleged infringement of any patent, trademark, copyright, or similar property right (including, but not limited to, misappropriation of trade secrets) based in whole or in part upon any work product created or provided by either party. The Indemnified Party shall not be entitled to indemnification under this provision unless it provides written notice of each potential claim to the Indemnifying Party within thirty days of becoming aware of the potential claim and allows the Indemnifying Party to assume complete control of the defense of all such claims, lawsuits, or proceedings.
11. **GENERAL PROVISIONS.**
- a. **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party, other than as may be expressly authorized in this Agreement.



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- b. No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.
- c. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- d. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- e. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- f. Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the Commonwealth of Virginia, without regard to its conflicts of laws provisions.
- g. Entire Agreement. This Agreement, including any exhibits and addenda hereto constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

**ABRAXAS APPLICATIONS**

**STRATEGIC FORECASTING, INC.**

By: 

By: 

Print Name: John J. Reis

Print Name: Patrick H. Boykin

Title: PRESIDENT

Title: VP, Sales & Business Development

Effective Date: 17 AUG 2009