



## ***RECIPROCAL NON-COMPETE AGREEMENT***

THIS AGREEMENT GOVERNS COMPETITIVE RESTRICTIONS, INCLUDING NON-SOLICIT, AND NON-RECRUIT. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE CYBERMSS PRODUCTS AND SERVICES. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY.

In this Agreement, the party who is requesting the non-competition from the other party shall be referred to as "CYBERMSS, LLC", and the party who is agreeing not to compete shall be referred to as "CLIENT".

WHEREAS, CLIENT and CYBERMSS, for their mutual benefit, are desirous of disclosing to each other, certain, business information and/or technical information ("Confidential Information") which is proprietary to the disclosing party for the purpose of "working collectively to pursue federal, state, local and private contracts" ("Purpose").

1. **NON-COMPETE COVENANT.** For a period of 2 years after the effective date of this Agreement, CLIENT will not directly or indirectly engage in any business that competes with CYBERMSS, LLC. This covenant shall apply to the geographical area that includes anywhere in or outside of the U.S.A. ("Restricted Territory").
2. **NON-SOLICITATION COVENANT.** For a period of 2 years after the effective date of this Agreement, CLIENT will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of CYBERMSS, LLC.
3. **NON-RECRUIT COVENANT.** For a period of 2 years after the effective date of this Agreement, CLIENT will not directly or indirectly solicit, induce or attempt to induce any employee of CYBERMSS, LLC to terminate his or her employment with CYBERMSS, LLC.
4. **CONFIDENTIALITY.** CLIENT will not at any time or in any manner, either directly or

indirectly, use for the personal benefit of CLIENT, or divulge, disclose, or communicate in any manner any information that is proprietary to CYBERMSS, LLC. CLIENT will protect such information and treat it as strictly confidential. The obligation of CLIENT not to disclose confidential information shall continue for a period of 5 years after the effective date of this Agreement. Within 15 days after receiving a written request, CLIENT will return to CYBERMSS, LLC all records, notes, documentation and other items that were used, created, or controlled by CLIENT.

5. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
6. **SEVERABILITY.** The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
7. **INJUNCTION.** It is agreed that if CLIENT violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate CYBERMSS, LLC. Therefore, CYBERMSS, LLC will be entitled to seek injunctive relief (i.e., a court order that requires CLIENT to comply with this Agreement) to enforce the terms of this Agreement.
8. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Maryland and controlling United States Federal Law.