

MUTUAL CONFIDENTIALITY AGREEMENT

This AGREEMENT, dated and made effective this 8th day of February, 2008 ("Effective Date"), by and between **Eyak Technology, LLC** a Delaware Limited Liability Company with offices at 22980 Indian Creek Drive, Suite 400, Dulles, VA 20166 ("EyakTek"), and **Financial Management Services, Inc.**, located at 15200Wycliffe Court, Rockville, MD 20853 ("FMSI");

WHEREAS, EyakTek and FMSI wish to exchange certain data and other information of a confidential or proprietary nature, all for the purpose of pursuing business opportunities to the parties mutual benefit; and

WHEREAS, for the purposes herein, either EyakTek or FMSI, respectively ("Discloser") may disclose, from time to time, such data and information to FMSI or EyakTek, respectively ("Disclosee") on a confidential basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. For purposes of this Agreement, the term "Confidential Information" shall mean that information of Discloser which is disclosed to Disclosee under this Agreement in written, graphic, recorded, photographic, or any machine readable form, or oral information reduced to writing within 72 hours after disclosure to Disclosee, and which, in any case, is/are conspicuously marked or otherwise labeled "Confidential", "Proprietary", "Sensitive", or in another manner indicating its confidential and/or proprietary nature, or which, in the case of oral information, is specifically identified at the time of disclosure as being confidential, proprietary, or sensitive. Confidential Information includes but is not limited to information, technical data, or know-how, regardless of form, proprietary or otherwise, maintained in confidence by Discloser, without limitation of the generality of foregoing any information, pricing, technical data, or know-how relating to Discloser's research, operations, products, services, inventions, manufacturing processes, production techniques, purchasing, financial condition, accounting, assembly, distribution, engineering, marketing, merchandising, and/or sales, which is disclosed by Discloser or on its behalf whether before, on, or after the date hereof, directly or indirectly, in writing, orally, by drawings, or through inspection of parts or equipment, to Disclosee or any of its employees or agents. All Confidential Information disclosed by Discloser to Disclosee prior to the execution of this Agreement shall also be protected under this Agreement.

2. (a) Disclosee will use such Confidential Information for its own internal use only and shall not use such Confidential Information to compete with Discloser. Disclosee shall use the same degree of care it uses to protect and safeguard the confidentiality of its own proprietary information to not disclose such Confidential Information to any person or persons inside Disclosee, except those persons with a genuine need to know, and in no event to persons outside Disclosee. Disclosee covenants that such degree of care is, at a minimum, reasonably designed to protect the confidentiality of proprietary and Confidential Information.

(b) Disclosee shall not be liable for the disclosure of any such Confidential Information if the same: (i) was in the public domain at the time it was disclosed; (ii) was known to Disclosee prior to the time of disclosure; (iii) is disclosed with the prior written approval of Discloser; (iv) is or becomes publicly known through no wrongful act of Disclosee; (v) is disclosed after three years from the date of disclosure; (vi) becomes known to Disclosee from a source other than Discloser without breach of this Agreement by Disclosee; (vii) is furnished by Discloser to others not in a confidential relationship with Discloser without restrictions similar to those herein on the right of the receiving party to the use or disclosure of the Confidential Information; (viii) is received by Disclosee after written notification to, and receipt of such notification by Discloser that Disclosee will not accept any further Confidential Information; or (ix) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

(c) In the event of a disclosure under subsection (b)(ix) above, Disclosee shall give Discloser written notice of such order or requirement as soon as is practicable, prior to disclosure of the Confidential Information.

3. The Parties acknowledge and agree that the other Party would not have an adequate remedy at law and would be irreparably harmed in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party agrees that the other Party shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof, in addition to any other remedy to which such Party may be entitled, at law or equity.

4. The provisions of this Agreement shall supersede the provisions of any legends affixed to any Confidential Information provided by Discloser to Disclosee.

5. This document contains the entire agreement pertaining to confidentiality between the parties relating to information disclosed for the purpose stated herein and supersedes any previous or contemporaneous understandings, commitments, or agreements, oral or written, as to such subject matter. This Agreement can only be amended by a written document executed by the Parties hereto.

6. Neither Party shall be liable to the other Party for any damages or amounts representing loss of profits, loss of business, or indirect, special, incidental, consequential, or punitive damages of the other Party for any cause relating to or arising out of this Agreement.

7. The term of this Agreement, during which time Confidential Information may be disclosed, shall be for a period of **two years** from the effective date of this Agreement. Either party may, upon thirty (30) days written notice to the other, terminate this Agreement, except that the obligations of each party with regard to maintaining the confidentiality of information Disclosed pursuant to this Agreement shall survive and be in effect for a period of three years from the date the Confidential Information is disclosed to the Disclosee.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to Virginia's Choice of Law rules. Any and all claims, disputes, or controversies arising out of or in connection with this Agreement shall be resolved in accordance with this Section. Commonwealth of Virginia law shall apply unless the issues relate to Federal procurement regulations or statutes, and in such case Federal procurement law shall apply, including interpretations by the United States Boards of Contract Appeals and the United States Court of Federal Claims. The institution and maintenance of an action for judicial relief, or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the Parties' ability to submit the controversy or claim to arbitration if the Parties should mutually agree on such course of action.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Eyak Technology, LLC

By: 

Print Name: BRAD ELMQUIST

Print Title: VP OPERATIONS

Date: 2/8/08

Financial Management Services, Inc.

By: 

Print Name: IRVIN E. FRANCE, JR.

Print Title: President

Date: 2/8/2008