

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Booz Allen Hamilton Inc.	2. Registration Number 6843
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3. Primary Address of Registrant  
 8283 Greensboro Drive, McLean, VA 22102

4. Name of Foreign Principal Royal Embassy of Saudi Arabia	5. Address of Foreign Principal 601 New Hampshire Ave. NW Washington, DC 20037
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6. Country/Region Represented  
 SAUDI ARABIA

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____

Individual-State nationality \_\_\_\_\_

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant  
 The Embassy of The Kingdom of Saudi Arabia

b) Name and title of official with whom registrant engages  
 Khairi Bader, Head of Program Management Office

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |                                                                                                 |                              |                             |
|-------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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U.S. Department of Justice

**Exhibit A to Registration Statement**

Washington, DC 20530

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In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

JUNE 25, 2020

Christopher Ling



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Booz Allen Hamilton Inc.

2. Registration Number  
6843

3. Name of Foreign Principal  
Royal Embassy of Saudi Arabia

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/14/2018
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

This is a retroactive filing covering work performed in late 2017 and memorialized in a Master Services Agreement and Statement of Work executed in January 2018. Registrant provided consulting services in support of various efforts and projects to be undertaken by the Royal Embassy of Saudi Arabia in Washington, DC, as set forth in the Master of Services Agreement and Statement of Work submitted herewith.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

This is a retroactive filing covering work performed in late 2017 and memorialized in a Master Services Agreement and Statement of Work executed in January 2018. Registrant provided consulting services in support of various efforts and projects to be undertaken by the Royal Embassy of Saudi Arabia in Washington, DC, as set forth in the Master of Services Agreement and Statement of Work submitted herewith.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

From October to December 2017, Registrant provided consulting support concerning a planned KSA/US relationship event. Registrant's engagement terminated before the event occurred.

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

This is a retroactive filing covering work performed in late 2017 and memorialized in a Master Services Agreement and Statement of Work executed in January 2018. Registrant provided consulting services in support of various efforts and projects to be undertaken by the Royal Embassy of Saudi Arabia in Washington, DC, as set forth in the Master of Services Agreement and Statement of Work submitted herewith.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
No Political Activity Contacts to Report			

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
06/06/2018	Royal Embassy of Saudi Arabia	Consulting	\$3,040,000.00

\$3,040,000.00

Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes  No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
10/01/2017	Reimbursement	ground transportation - October 2017	\$281.00
11/01/2017	Reimbursement	ground transportation - November 2017	\$436.00
12/01/2017	Reimbursement	ground transportation - December 2017	\$703.00
01/01/2018	Reimbursement	ground transportation - January 2018	\$114.00
02/01/2018	Reimbursement	ground transportation - February 2018	\$48.00

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
06/30/2020	Christopher Ling	/s/Christopher Ling
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice  
Washington, DC 20530

**Exhibit B to Registration Statement**

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In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

JUNE 25, 2020

Christopher Liug



**BOOZ ALLEN MASTER SERVICES AGREEMENT**

**COVER PAGE**

<b>MSA #:</b>	<b>RESA-2017</b>	<b>Effective Date:</b>	<b>4<sup>th</sup> October 2017</b>
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This Master Services Agreement (this "**Agreement**") is made and entered into as of the Effective Date set out above, by and between:

<b>Royal Embassy of Saudi Arabia ("Client")</b>	
Business Contact	601 New Hampshire Avenue, NW Washington, DC 20037
Invoice Address:	601 New Hampshire Avenue, NW Washington, DC 20037
Notice Address:	601 New Hampshire Avenue, NW Washington, DC 20037 Attn: Counsel, Legal Affairs, Ambassador's Office

and

<b>Booz Allen Hamilton Inc ("Booz Allen")</b>	
Business Contact:	Mr. Paul R. Ingholt, Senior Vice President 8283 Greensboro Drive McLean, Virginia 22102 Ingholt_paul@bah.com
Payments Address:	8283 Greensboro Drive McLean, Virginia 22102 Attention: Accounts Payable
Legal Notice Address:	8283 Greensboro Drive McLean, Virginia 22102 Attention: General Counsel

- A. This Agreement is intended to be a master agreement under which Client can from time to time during the term hereof place orders for professional services to be performed by Booz Allen.**
- B. This Agreement consists of (i) this cover page (the "Cover Page"), (ii) the general terms and conditions attached hereto ("General Terms and Conditions"), (iii) one or more Statements of Work (defined below) entered into by the parties. Additional terms and conditions (including other Service-Specific Terms) and additional Statements of Work, which make reference to this Agreement, shall become part of this Agreement upon their execution by Client and Booz Allen during the term of this Agreement.**

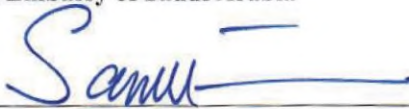
**Booz Allen and Client agree to be bound by the terms in this Agreement as of the Effective Date set forth above.**

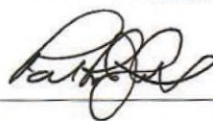
Client:

Booz Allen:

**Royal Embassy of Saudi Arabia**

**Booz Allen Hamilton Inc., a Delaware corporation**

By: 

By: 

Name: \_\_\_\_\_

Name: Paul R. Ingholt

Title: \_\_\_\_\_

Title: Senior Vice President

Execution Date: 14 Jan 2018

Execution Date: 14 January 2018

**MASTER SERVICES AGREEMENT**  
**GENERAL TERMS AND CONDITIONS**

**I. SERVICES.**

**1.1** The purpose of this Agreement is to arrange for Booz Allen to assist and facilitate Client's performance of the functions of a diplomatic mission, as defined in Article 3 of the Vienna Convention on Diplomatic Relations. Booz Allen acknowledges that Client's documents and records, anything provided to Booz Allen by Client, and any materials produced by Booz Allen under this Agreement, are the property of the Client and constitute archives and documents of the mission as defined in the Convention. No waiver of Client's diplomatic or sovereign prerogatives is expressed or implied herein.

**1.2 Statements of Work.** Client, in cooperation with Booz Allen, shall from time to time issue statements of work ("**Statements of Work**"), which shall be in the form attached to this Agreement. Each Statement of Work shall indicate the type of service to be provided under such Statement of Work and the Service-Specific Terms applicable to such Statement of Work. Each Statement of Work shall, when executed by Client and Booz Allen, form a part of this Agreement and be subject to the terms and conditions set forth herein and therein.

**1.3 Performance of Services.** Booz Allen shall use commercially reasonable efforts to (i) perform or cause to be performed for Client the services described in the Statements of Work and (ii) deliver to Client any Deliverables (defined below) set forth in a Statement of Work in accordance with the specifications and delivery schedule set forth therein and the terms and conditions of this Agreement (collectively, "**Services**").

**1.4 Client's Obligations and Acknowledgements.**

(a) Client acknowledges that (i) Client's timely provision of (and Booz Allen's access to) Client facilities and equipment, assistance and cooperation, and complete and accurate information and data from Client's officers, agents, and employees is essential to the performance of the Services and (ii) Booz Allen shall not be liable for any deficiency in performing the Services to the extent such deficiency results from Client's failure to provide full cooperation as required hereunder provided Booz Allen gave Client written notice detailing the cooperation that was lacking and Booz Allen used commercially reasonable efforts to perform notwithstanding the lack of cooperation. Such cooperation includes, but is not limited to, designating a project manager (who initially shall be the Business Contact set forth on the Cover Page to this Agreement) to interface with Booz Allen during the course of performing the Services, allocating and engaging resources as may be required to assist Booz Allen in performing the Services, and providing all necessary review and approval of Deliverables as required hereunder.

(b) Client understands and agrees that in performing the Services Booz Allen will be using publicly available information and information in reports and other material provided by others, including, without limitation, information provided by Client. Booz Allen does not assume responsibility for and may rely, without independent

verification, on the accuracy and completeness of any such information to the extent it is provided by Client. All recommendations and conclusions contained in the Services and Deliverables will be based on data and information obtained from the sources cited and contain significant elements of subjective judgment and analysis, which may or may not be correct.

(c) The Services and Deliverables are for informational purposes only and will not include legal advice or expert testimony.

(d) Any implementation of any conclusions or recommendations provided by Booz Allen shall be at Client's sole and exclusive option, and Booz Allen shall have no liability with respect to Client's decision regarding implementation of any conclusion or recommendation.

**1.5 Personnel.**

(a) Qualifications. Booz Allen shall assign personnel to perform the Services that are sufficiently educated, trained, and otherwise qualified to perform the Services they have been assigned to perform under this Agreement. Upon Client's request, Booz Allen shall provide Client with a list of the Booz Allen employees and subcontractors ("**Booz Allen Personnel**") then currently providing the Services under an applicable Statement of Work. Booz Allen may replace or change any Booz Allen Personnel performing Services in its discretion.

(b) Conduct. While on Client's premises and/or using Client's systems, networks, or applications, Booz Allen Personnel shall comply with the reasonable security practices and procedures generally prescribed by Client to vendors having access to Client's premises or systems provided that Client has made available to Booz Allen such practices and procedures in advance and in writing. In no event will any waivers, releases, or other documents Booz Allen Personnel are required to sign to gain access to Client's premises, systems, networks, or applications supersede, modify, or supplement the terms of the Agreement.

(c) Performance. If Client lawfully and in good faith determines that the performance of a given Booz Allen Personnel is causing Booz Allen to fail to meet any performance levels specified in the applicable Statement of Work, or if for any other reason Client is dissatisfied with the performance of any given Booz Allen Personnel, Client shall have the right to provide written notice to Booz Allen describing, to the extent practicable, Client's specific concerns with respect to such Booz Allen Personnel. Upon receipt of such written notice, Booz Allen shall reasonably promptly (and, in any event, within twenty (20) days) undertake to resolve to the reasonable satisfaction of Client the concerns raised by Client in such notice. Client acknowledges and agrees that it shall not exercise this right unreasonably and in any event where the Parties mutually agree upon removal of the Booz Allen Personnel then Booz Allen shall make reasonable efforts to select and provide a timely replacement.

(d) **Compensation.** Booz Allen shall be responsible for any and all payments due to Booz Allen Personnel performing Services under this Agreement, whether such obligation arises at law, under contract, or otherwise, including any and all applicable wages, bonuses, commissions, overtime, penalties, fringe benefits or payments for fringe benefits, withholdings, or contributions (but excluding any payments or other amounts due to third party contractors and/or personnel of third party contractors for services performed for Client that are unrelated to this Agreement and/or the Services contemplated by this Agreement).

**1.6 Changes.** Client may request changes that affect the scope or duration of the Services under a Statement of Work and Booz Allen may notify Client that it has encountered issues or circumstances related to the Services that are beyond the scope of Services under a Statement of Work. Following any such request by Client or notice by Booz Allen, Booz Allen shall advise Client if Booz Allen believes that an adjustment in the scope of Services, fees to be paid to Booz Allen with respect to the applicable Statement of Work, or applicable delivery schedule is required. In such an event, the parties shall negotiate in good faith a reasonable and equitable adjustment in the applicable scope, fees, or delivery schedule. Unless Client directs Booz Allen to stop performing Services pending acceptance of a change requested by Client, Booz Allen shall continue performing Services pursuant to the existing Statement of Work, and shall not be bound by any change requested by Client, until Booz Allen has accepted such change in writing. If Booz Allen notifies Client that it has encountered issues or circumstances related to the Services that are beyond the scope of Services under a Statement of Work and the parties are unable to negotiate in good faith a mutually acceptable adjustment in the applicable scope, fees, or delivery schedule, Booz Allen shall have the right to terminate the applicable Statement of Work upon notice to Client.

**1.7 Non-Exclusivity.** Nothing in this Agreement shall be construed as prohibiting Booz Allen from providing to any other client, any services or deliverables that are similar to the Services and/or Deliverables provided herein, subject, however, to Booz Allen's confidentiality obligations.

## 2. PAYMENTS.

**2.1 Fees.** Unless otherwise specified in the applicable Statement of Work, all Services shall be provided on a time-and-materials basis at the rates set forth in the rate card attached to the applicable Statement of Work. Client acknowledges and agrees that Booz Allen's fiscal year runs from April 1 through March 31, and Booz Allen may change the rates on the rate card at the beginning of its fiscal year for the next fiscal year.

**2.2 Expenses.** Client shall reimburse Booz Allen for all travel and related expenses in accordance with the Statement of Work. Subject to the foregoing, Booz Allen will be solely responsible at its expense for providing all of the software, hardware, technology, personnel, and other resources it requires in order to perform the Services.

**2.3 Payment Terms.** Booz Allen shall invoice Client for the fees under Section 2.1 and expenses under Section 2.2 incurred by Booz Allen in connection with performing the

Services. No additional fees, charges, costs, expenses, or other amounts of any kind will be due in connection with this Agreement or any Statement of Work except those expressly stated in the Statement of Work. Invoices shall be submitted by Booz Allen to Client on a monthly basis or according to such other terms as are set forth in the applicable Statement of Work. Unless otherwise specified in the applicable Statement of Work, Client shall pay such invoiced amounts within thirty (30) days of the date of the invoice. Client agrees to pay interest at the rate of one percent (1.0%) per month (or the maximum rate permitted by applicable law, whichever is less) for all amounts not paid within thirty (30) days from the date of the invoice. Unless otherwise set forth in a Statement of Work, payments, when made by Client, are not contingent payments subject to any acceptance by Client of the Services or Deliverables, and such payments are non-refundable.

**2.4 Disputed Invoices.** If Client disputes an invoice in good faith, it shall provide Booz Allen with written notice within thirty (30) days of the invoice date of such disputed amount and the basis for the dispute. Upon providing such notice, Client may withhold the disputed portion but shall pay the undisputed portion. No interest shall be incurred on any unpaid invoice that is properly disputed unless it is determined that Booz Allen is due all or a portion of the disputed amount, in which case interest shall be charged at the rate set forth above, on all amounts that were disputed and not paid but were due Booz Allen.

**2.5 Audit.** Where Booz Allen is performing Services under a Statement of Work on a time and materials basis, Booz Allen shall maintain records of the fees and expenses charged to Client with respect to the Services under each Statement of Work. Booz Allen shall retain such records for two (2) years after the completion or termination of the Services to which they pertain. Upon at least thirty (30) days prior written notice to Booz Allen, Client may undertake an audit of such records; provided, that: (i) any such audit shall be conducted by a third party auditor at Client's sole expense; (ii) no such audit may occur more than once in any twelve (12) month period; and (iii) Booz Allen shall have the right to review (including, conducting a background check) and approve the auditor used for any such audit. The auditor shall report to Client only the final results of its audit and the basis for such results and will not disclose to Client any of the information obtained in performing the audit. Any information generated by the auditor in connection with such audit shall be the Confidential Information (defined below) of Booz Allen. In the event any audit under this Section 2.5 shows an error in the amounts charged, either Client shall promptly pay to Booz Allen any additional amounts owed or Booz Allen shall promptly refund to Client any overpayments, as applicable.

**2.6 Taxes.** In addition to all charges specified in a Statement of Work, Client shall pay or reimburse Booz Allen for all federal, state, local or other taxes, including, without limitation, sales, use, excise, and property taxes, or amounts levied in lieu thereof, based on charges set forth in such Statement of Work; provided, however, Client shall have no responsibility for taxes imposed on Booz Allen's net income by any taxing authority. Booz Allen will itemize any taxes that it believes are owing under this Section 2.6 on its invoices to

Client, and will take responsibility for submitting the necessary amounts to the appropriate taxing authority after payment by Client. Booz Allen acknowledges that Client and its personnel are exempt from many forms of taxation under the Vienna Conventions on Diplomatic and Consular Relations, and other law. Booz Allen will accept a certification from Client in writing that it is exempt from any particular tax or charge, in lieu of payment. If Client's certification is challenged by any taxing authority, Booz Allen will permit Client to assume the defense of Client's position, at Client's expense.

### 3. TERM AND TERMINATION.

**3.1 Term.** The initial term of this Agreement (excluding any Statements of Work) shall begin on the Effective Date and shall continue for a period of three (3) years thereafter, unless earlier terminated by either party pursuant to Section 3.2 of these General Terms and Conditions or renewed as set forth herein. The term of any Statement of Work shall be specified in such Statement of Work.

#### 3.2 Termination.

(a) Either party may terminate this Agreement upon written notice to the other party if there are no Statements of Work in effect at such time.

(b) Client may terminate this Agreement and/or any Statement of Work in its sole discretion upon ten (10) days prior written notice. There will be no termination liability or termination fees of any kind associated with such a termination.

(c) Booz Allen may terminate this Agreement or a Statement of Work for non-payment of amounts due under this Agreement or such Statement of Work, which amounts are not the subject of dispute under Section 2.4, and such failure continues for a period of thirty (30) days following written notice from the other party. Booz Allen may effect such termination following expiration of such thirty (30)-day period by giving notice that this Agreement or the applicable Statement of Work is terminated, which termination shall be effective immediately.

(d) Notice of termination of any Statement of Work shall not be considered notice of termination of this Agreement unless there are no other Statements of Work in effect at such time and the notice specifically states that this Agreement is being terminated pursuant to such notice. Termination of this Agreement shall automatically terminate any Statements of Work then in effect provided that if this Agreement is terminated following a party's notice of non-renewal under Section 3.1, any Statement of Work then in effect shall continue in accordance with its terms and the terms of this Agreement shall continue to apply to the parties' obligations under such Statement of Work. In the event of any termination of this Agreement or a Statement of Work, Client shall pay Booz Allen for all Services performed and expenses incurred up through the termination date (partially completed fixed fee engagements will be charged on a time and materials basis for services performed prior to termination).

**3.3 Survival.** The provisions of Sections 2 (solely to the extent any fees or expenses under Section 2.1 or 2.2 remain outstanding after the termination date, and to the extent set forth in Section 2.5), 3.3, 4, 5, 6.2, 7, 8, and 9 (except Section 9.7) of these General Terms and Conditions shall survive any termination of this Agreement.

### 4. PROPRIETARY RIGHTS.

**4.1 Client Materials.** Except for Third Party Technology (defined below), Client shall retain all right, title, and interest in and to all information, content, software, tools, data, and other materials or technology that Client supplies to Booz Allen under this Agreement (the "Client Materials") and any Intellectual Property Rights therein. Client hereby grants to Booz Allen a non-exclusive, worldwide, royalty-free license to the Intellectual Property Rights in Client Materials to use, reproduce, modify, and prepare derivative works of Client Materials solely for the purposes of performing Booz Allen's duties hereunder. For the purposes of this Agreement, "Intellectual Property Rights" shall mean all intellectual property, including patents, trade and service marks, trade names, rights in designs, copyrights, trade secrets, and know-how, in each case whether registered or not, and including registrations and applications for and renewals and extensions of registration of any of these, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world, and any such rights created in the future.

**4.2 Third Party Technology.** Each Statement of Work shall specify any third party information, content, software, tools, data, and other materials or technology to be supplied by Client ("Third Party Technology"). Client shall be responsible for procuring and providing to Booz Allen all such Third Party Technology and obtaining any third party consents or approvals necessary for Client to grant the rights granted herein to Booz Allen to use such Third Party Technology. Client hereby grants to Booz Allen, a non-exclusive, worldwide, royalty-free license during the term of such Statement of Work to use, reproduce, and modify such Third Party Technology solely to perform the Services under such Statement of Work.

#### 4.3 Deliverables

(a) Consistent with Section 1.1, Client shall own, and Booz Allen hereby assigns to Client, all right, title, and interest, including all Intellectual Property Rights, in and to any and all reports, analyses, findings, recommendations, documents, data, reports, and other deliverables and work product developed or created under this Agreement or any Statement of Work, including without limitation any specified in a Statement of Work (the "Deliverables").

(b) Client acknowledges and agrees that any advice, recommendations, reports, analyses, Deliverables, or other material provided by Booz Allen to Client under a Statement of Work are intended solely for the benefit of Client and not any third party. Booz Allen does not authorize any party other than Client to rely upon such advice, recommendations, reports, analyses, Deliverables, or other material and Booz Allen shall not have any liability for such reliance.

#### 4.4 BAH Materials.

(a) Booz Allen shall retain all right, title, and interest, including any Intellectual Property Rights therein, in and to all materials, software, tools, data, inventions (whether patented or unpatented), reports, models, formulas, macros, works of authorship, and other innovations of any kind that are (i) owned by Booz Allen prior to the Effective Date of this Agreement; or (ii) conceived, created, or reduced to practice by or for Booz Allen (alone or with others) after the Effective Date of this Agreement but independent of Booz Allen's performance of the Services under a Statement of Work, and whether or not eligible for patent, copyright, trademark, trade secret, or other legal protection ("BAH Materials").

(b) Booz Allen hereby grants to Client a non-exclusive, perpetual, irrevocable, royalty-free, non-transferable (except within other agencies and bodies of the Kingdom of Saudi Arabia), non-sub licensable (except to other agencies and bodies of the Kingdom of Saudi Arabia) license under the Intellectual Property Rights of Booz Allen to copy, use, and modify the BAH Materials incorporated into a Deliverable for Client's internal state purposes (which shall include making the Deliverables available to subcontractors performing services for Client that are related to the Services and who are subject to confidentiality obligations) and only as part of the Deliverable with which they were provided.

(c) Client shall not, without the prior written consent of Booz Allen: (i) sell, transfer, sublicense, or otherwise grant rights in or to the BAH Materials (in whole or in part) to any third party in any form (except pursuant to Section 9.10 of these General Terms and Conditions) or (ii) decompile, disassemble, or otherwise reverse engineer the BAH Materials or any portion thereof.

(d) Nothing in this Section 4.4 shall be construed as granting Client a revocable or irrevocable right to represent or act on behalf of Booz Allen before any third party, including but not limited to any government agency, in any capacity, particularly as distributor or agent of Booz Allen with respect to any part of or all of the Services.

#### 5. INDEMNITY.

**5.1 Indemnity Obligations.** Booz Allen shall defend any action brought against Client to the extent it is based on a third party claim that use by Client of any BAH Materials or Deliverables furnished under a Statement of Work within the scope of the license granted such Statement of Work infringes any patent, copyright, trademark, or trade secret and indemnify and hold harmless Client for all associated losses, liabilities, damages, settlements, expenses, and costs (including, without limitation, attorneys' fees and court costs). The same indemnification procedures as set out in Section 9.2(b) shall apply to the indemnification obligations set out in this Section 5.1, except that it is understood that under this Section 5.1 Booz Allen is the indemnifying party and Client is the indemnified party. Client will promptly notify Booz Allen in writing of any such claim. Booz Allen shall have sole control of the defense and all settlement negotiations related to such claim and Client

will provide reasonable cooperation with Booz Allen, at Booz Allen's expense, in defending or settling such claim.

**5.2 Remedy.** Should any BAH Materials or Deliverables become, or be likely to become in Booz Allen's opinion, the subject of any such claim of infringement, Booz Allen may, at its option, (a) procure for Client the right to continue using such BAH Materials or Deliverables (b) replace or modify the BAH Materials or Deliverables to make them non-infringing; or, only if neither (a) nor (b) can be done for less than the total amount of fees paid by Client under the Statement of Work under which the BAH Materials or Deliverables were furnished (c) terminate the license to such BAH Materials or Deliverables and refund to Client any fees paid by Client hereunder, less 1/36 of such fees paid by Client for each month following delivery of the BAH Materials to Client.

**5.3 Exclusions.** Booz Allen shall have no liability for any claim to the extent based upon: (i) use, operation, or combination of the BAH Materials with non-Booz Allen data, documentation, programs, or equipment if liability would have been avoided but for such use, operation, or combination; (ii) Client's or its agent's activities after Booz Allen has notified Client that Booz Allen believes such activities may result in infringement provided Booz Allen has provided Client with a non-infringing alternative of equivalent functionality or usefulness; (iii) any modifications of BAH Materials not specifically authorized in writing by Booz Allen; or (v) any third party software or other third party materials incorporated into a Deliverable. This Section 5 states the entire liability of Booz Allen and the exclusive remedy of Client with respect to infringement of any Intellectual Property Rights, regardless of the theory of liability, whether warranty, indemnity, or otherwise.

#### 6. WARRANTIES.

##### 6.1 Certain Representations and Warranties.

Client represents and warrants that it has the right to grant the rights and licenses granted herein with respect to the Client Materials and Third Party Technology, and Booz Allen represents and warrants that it has the right to grant Client the rights and licenses in BAH Materials and Deliverables granted herein, in each case without the need for any consents, approvals, additional payments or other rights not yet obtained. Client also represents and warrants that the Client Materials and, to the knowledge of Client, the Third Party Technology provided to Booz Allen hereunder (and the exercise of the rights granted herein with respect thereto) do not and shall not infringe, misappropriate, or violate any Intellectual Property Rights of a third party, and Booz Allen makes the same representation and warranty with respect to the BAH Materials and Deliverables. Client represents and warrants that it has the right, including by obtaining all necessary consents, to provide any Personal Information to Booz Allen that it provides to Booz Allen. Booz Allen represents and warrants that it will perform the Services in a professional and workmanlike manner and in accordance with all applicable laws and that the Services will be provided at all times by suitably skilled and qualified employees. Booz Allen also represents and warrants that it has in place and will maintain throughout the term of this

Agreement adequate technical, physical, and security safeguards consistent with applicable law and industry standards to maintain the confidentiality and security of all Personal Information and other Client Confidential Information.

**6.2 Warranty Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN AN EXHIBIT OR A STATEMENT OF WORK, BOOZ ALLEN MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE QUALITY OR CONDITION OF THE SERVICES OR ANY DELIVERABLES PROVIDED HEREUNDER, AND BOOZ ALLEN HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

## 7. LIMITATION OF LIABILITY.

**7.1 Liability Cap.** Except with respect to liability arising under the indemnification provisions of this Agreement or for breach of Sections 8.1, 8.3, or 8.6 and to the maximum extent permitted by applicable law, each party's aggregate liability to the other party for any damages incurred by it in connection with this Agreement or any Services or Deliverables provided pursuant to this Agreement, regardless of the cause or form of action giving rise to such liability and under any theory, whether in contract, tort, statutory, or otherwise, shall not exceed the greater of (i) the aggregate fees paid by Client to Booz Allen within the previous twelve (12) months or (ii) one million U.S. dollars.

**7.2 Limitation on Damages.** Subject to the exceptions stated in the first sentence of Section 7.1 and for breach of the last sentence of Section 6.1, to the extent permitted by applicable law and notwithstanding anything in this Agreement to the contrary or any failure of essential purpose of any limited remedy or limitation of liability, neither party shall be liable for any indirect, exemplary, special, punitive, or consequential damages of any kind, or for any damages resulting from loss or interruption of business, or lost profits, arising out of or relating to this Agreement or the subject matter hereof, however caused, even if such party has been advised of or should have known of the possibility of such damages.

**7.3 Acknowledgment.** Each party acknowledges and agrees that the limitations of liability contained in this Section 7 are a fundamental part of the basis of its bargain hereunder, and it would not enter into this Agreement absent such limitations.

## 8. CONFIDENTIALITY.

**8.1 Confidential Information.** During the term of this Agreement, each party may have access to the Confidential Information of the other party. For purposes of this Agreement, "Confidential Information" means information disclosed by a party (the "Disclosing Party") to the other (the "Receiving

Party") in written or electronic form whether or not marked as "confidential" or "proprietary" or with another similar legend indicating its confidential nature and whether furnished or available in written, electronic, or oral form, or by inspection.

**8.2 Exclusions.** Confidential Information does not include information that (i) was already in the Receiving Party's possession at the time of disclosure to the Receiving Party and without any duty of confidentiality; (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party; (iii) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality; or (iv) is independently developed by the Receiving Party. Without limiting the generality of, and notwithstanding the exclusions described in, the foregoing, Confidential Information of Booz Allen includes the BAH Materials (provided, however, that the foregoing will not be construed to limit Client's right to use the Deliverables) and the foregoing Confidential Information of Client includes the Deliverables, including any portion thereof (in both object code and source code form), modifications and derivatives thereof, and information or materials derived therefrom, whether or not marked as such.

**8.3 Restrictions on Use.** The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees or consultants who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall treat the Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The obligations of this Section 8.3 with respect to any item of Confidential Information shall survive any termination or expiration of this Agreement and continue in effect thereafter.

**8.4 Permitted Disclosures.** Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party (to the extent the Receiving Party is not prohibited by applicable law from doing so) to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Further, each party may disclose the terms and conditions of this Agreement: (i) as required by the applicable securities laws, or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (ii) in confidence, to legal counsel; (iii) in confidence, to accountants, banks, and financing sources and their advisors;

and (iv) in connection with the enforcement of this Agreement or any rights hereunder.

**8.5 Equitable Relief.** Each party, as the Receiving Party, acknowledges that the Disclosing Party considers its Confidential Information to contain its trade secrets (and in the case of Client, state secrets) and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which remedies at law would be inadequate. Accordingly, each party, as the Receiving Party, acknowledges and agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

**8.6 Return of Materials.** Upon termination of this Agreement, or at any time upon request during the term, each party, as Receiving Party, shall immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or, at the Disclosing Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.

**8.7 Residual Information.** Notwithstanding any other provision of this Agreement to the contrary, the Receiving Party may use for any purpose general skills and knowledge of its trade, including general techniques and learning it encounters or develops under this Agreement.

## 9. GENERAL.

**9.1 Relationship of Parties.** This Agreement shall not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party, particularly as distributor or agent of the other party, or to bind the other party in any respect whatsoever before any third party, including but not limited to any government agency, with respect to any part of or all of the Services.

**9.2 Client Indemnity.** (a) Client shall indemnify and hold harmless, and at Booz Allen's request, defend Booz Allen and its affiliates, successors, and assigns (and its and their officers, directors, employees, sublicensees, customers, and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including, without limitation, attorneys' fees and court costs) which arise out of or relate to a breach of any of the representations or warranties made by Client under this Agreement or the performance by Booz Allen of its duties under a Statement of Work, except with respect to Booz Allen's obligations pursuant to Section 5. The foregoing indemnity shall not be available to Booz Allen to the extent it is finally judicially determined by a court of competent jurisdiction that the claims, losses, liabilities, damages,

settlements, expenses, or costs resulted solely from the negligence or willful misconduct of Booz Allen. If for any reason the foregoing indemnity is unavailable to Booz Allen or insufficient to hold Booz Allen harmless, then Client shall contribute to the amount paid or payable by Booz Allen as a result of such claims, losses, liabilities, damages, settlements, expenses or costs in such proportion as is appropriate to reflect the relative benefits received by Client on the one hand and Booz Allen on the other, and the relative fault of Client and Booz Allen, as well as any relevant equitable considerations. (b) Client, as the indemnifying party, agrees that it shall not settle, compromise, or discharge any pending or threatened suit, claim, or litigation, arising out of, based upon, or in any way related to Services provided under a Statement of Work and to which Booz Allen, as the indemnified party, is or may reasonably be expected to be a party, unless and until Client has obtained a written agreement, approved by Booz Allen (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise, or discharge, releasing Booz Allen from any and all liability.

**9.3 No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer, nor shall anything herein confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities.

**9.4 Integration and Severability.** This Agreement, including the Cover Page, these general Terms and Conditions, all exhibits, and all attached Statements of Work, is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect. Notwithstanding the foregoing, the Non-Disclosure Agreement between the parties dated as of [ ] shall remain in effect in accordance with its terms.

**9.5 Governing Law.** This Agreement and its interpretation and validity shall be governed by the substantive law of the State of New York.

### 9.6 Dispute Resolution.

(a) Generally Any controversy, claim or dispute arising out of or relating to this Agreement ("**Dispute**") shall be settled through Negotiation, as defined below and as provided in this Section 9.6. All communications, whether oral, written, or electronic, in any Negotiation shall be treated as confidential and those in Negotiation shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If any portion of this Section 9.6 is held to be unenforceable for any reason, the remainder shall remain in full force and effect.

(b) Negotiation. At any time after a Dispute arises, either party may initiate Negotiation by providing written notice (the "**Dispute Notice**") to the other party, setting forth the subject of the Dispute and the relief sought. Each party

shall designate a duly appointed executive officer or other representative of such party, who has full authority to negotiate and settle the Dispute. Within thirty (30) days after delivery of the Dispute Notice, the representatives designated by the parties shall meet at a mutually acceptable time and place and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute amicably ("**Negotiation**").

(d) Costs. Each party shall bear its own legal fees and expenses of Negotiation.

**9.7 Insurance.** During the term of this Agreement Booz Allen shall obtain and maintain, without interruption, the coverage's stipulated hereunder:

(a) Automobile Liability.

**Form** – Comprehensive Automobile Liability, including, all owned, non-owned, and hired autos.

**Limit** – \$1,000,000 Combined Single Limit for bodily injury and property damage liability.

(b) General Liability.

**Form** – Comprehensive Commercial Liability, including: Premises and Operations, Independent Contractors, C.G.L. Broad Form endorsement, Personal Injury, Contractual Liability, Products/Completed Operations.

**Limit** – \$2,000,000 per occurrence Combined Single Limit for bodily injury and property damage liability.

(c) Worker's Compensation.

**Form** – Providing coverage to all employees in all states where operations will be performed.

**Limit** – As mandated under the Worker's Compensation laws of the state or Federal body having jurisdiction over the location of the project or operation.

**Employer's Liability** - \$100,000 limit.

(d) Professional Liability. \$5,000,000 each occurrence and in the aggregate.

All insurance required shall be carried with responsible insurance companies of recognized standing, and licensed to do business in the subject state, and having a rating of at least A+ in Best's Key Rating Guide. All insurance required of Booz Allen will be primary, and not excess over or contributing with any insurance maintained by Client. Booz Allen's obligation to maintain the insurance coverages stipulated in this Section 9.77 shall be in addition to, and not in lieu of, Booz Allen's other obligations hereunder, and Booz Allen's liability to Client shall not be limited to the amount of coverage required hereunder. Upon request by Client, Booz Allen shall deliver to Client certificates of insurance as evidence of the insurance and limits stipulated above, with provisions for not less than thirty (30) days prior written notice to Booz Allen in the event of material

alteration or cancellation of such insurance. Booz Allen agrees to provide client of such notice as soon as practicable thereafter.

**9.8 Modification and Waiver.** No amendment or modification to this Agreement, including any Statement of Work, or any other changes to any Services shall be valid or binding upon the parties unless in writing and signed by an officer of each party.

**9.9 No Waiver.** No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude any other or further exercise thereof or of any other right or privilege.

**9.10 Assignment.** Except for their respective affiliates, both parties shall not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Booz Allen; provided, however, Client may assign, sell, transfer, delegate, or otherwise dispose of this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Booz Allen solely in connection with a merger, change in control of Client, or sale of all or substantially all of Client's assets. Any purported assignment, sale, transfer, delegation, or other disposition by Client, except as permitted herein, shall be null and void. Subject to the preceding sentence, this Agreement shall bind each party and its permitted successors and assigns.

**9.11 Remedies.** All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive.

**9.12 Notices.** Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by electronic facsimile (fax), delivered by overnight delivery service, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed to a party at the Notice Address set forth on the Cover Page or to such other address as shall be given in accordance with this Section 9.122. If notice is given in person, by courier, or by fax, it shall be effective upon receipt; if notice is given by overnight delivery service, it shall be effective one (1) business day after deposit with the delivery service, and if notice is given by mail, it shall be effective five (5) business days after deposit in the mail.

**9.13 Export Control.** Each party hereby agrees to comply with all export laws and regulations of the U.S. Department of Commerce and all other U.S. and foreign agencies and authorities, including without limitation the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772). Without limiting the foregoing, Booz Allen agrees not to provide Client with any products, materials, services, deliverables, technical information, or other items that under such laws require a license or authorization to export unless specifically requested by Client in writing with reference to this Section 9.13. In the event Client requests any

such items in such manner, Client agrees not to export, or allow the export or re-export of, any such items in violation of such laws and/or regulations, or without all required licenses and authorizations.

**9.14 Force Majeure.** Both parties shall be excused from performance under this Agreement for any period to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including without limitation, acts of God, natural disasters, war or other hostilities, riots, wars, rebellions, terrorist activities, sabotage or other disorders, accidents, earthquakes, hurricanes, flooding and other natural disasters or severe weather, industrial disputes (including strikes, and lock-outs), embargo, requisition and acts of government, non-availability of visa and permits for the Consultants necessary for the performance of the Services, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment, each of which being a "Force Majeure Event".

**9.15 Construction.** The captions and section and paragraph headings used in this Agreement are inserted for

convenience only and shall not affect the meaning or interpretation of this Agreement.

**9.16 Order of Precedence.** In the event of any conflict between these General Terms and Conditions and the terms in any exhibit, the terms of such exhibit shall control, but only with respect to the subject matter of such exhibit. In the event of any conflict between these General Terms and Conditions or an exhibit, on the one hand, and any Statement of Work on the other hand, the terms of these General Terms and Conditions or such exhibit shall control except where the term in these General Terms and Conditions or in an exhibit specifically provides that it may be varied by a Statement of Work in which case, the term in the Statement of Work shall control. In the event of any conflict between any exhibits, the parties shall expressly indicate in the applicable Statement of Work the intended order of precedence with respect to any conflicting terms of such exhibits.

**9.17 Counterparts.** The Cover Page, any exhibits and any Statements of Work may be executed in several counterparts, all of which shall constitute one agreement.

**BOOZ ALLEN MASTER SERVICES AGREEMENT WITH  
THE EMBASSY OF THE KINGDOM OF SAUDI ARABIA**

**STATEMENT OF WORK**

This Statement of Work One (1) is entered into as of the effective date set forth below, by and between Booz Allen and the Client set forth below, pursuant to that certain Master Services Agreement dated as of 4<sup>th</sup> October 2017 by and between Booz Allen and Client (the “**Agreement**”). Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

***1. Proposed Scope of Work***

As outlined in the Technical Proposal and set forth below Booz Allen will establish, operate and lead the efforts on pre-identified transformation initiatives in the Program Management Office (PMO) to support the Royal Embassy of Saudi Arabia (RESA) at the embassy located in Washington, D.C. and includes the following activities:

**a. Embassy PMO Support**

Booz Allen will support the PMO team in all project management related functions. These tasks should include:

- Design the PMO organization structure and key workflows
- Design the main templates and tools to be used for progress tracking and identification of risks and issues for each initiative
- Identify timeline for each initiative
- Track progress and report on weekly achievements to the Steering Committee by presenting the key findings, recommending ways forward, and capturing the Steering Committee’s directives
- Provide content for internal communication on progress realized on major initiatives launched in the context of the Embassy transformation efforts

**b. Ambassador’s Office Design and Implementation**

Booz Allen will assist the Ambassador in designing and setting up his office. These activities should include:

- Design the Ambassador’s office organization structure and detail its functional statements
- Draft the job descriptions for all positions including key activities and seniority and experience levels required
- Design the main workflows that characterize the interactions of the functions within the Ambassador’s office, with other Embassy departments and with external stakeholders
- Design meeting authority matrix and levels of approval, attendance and coordination for meetings with U.S. stakeholders

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- Design and oversee the implementation of a situation room that will be used by the Ambassador as a major decision-making support tool

**c. Embassy Mission and Vision Implementation**

The team will assist the Embassy in drafting and implementing its Mission and Vision across the various departments or functions. These actions would comprise:

- Develop and validate the vision and mission for the Embassy overall
- Articulate the corresponding goals for each department and function
- Derive the key objectives for each department or function with specific KPIs and targets
- Validate these objectives, measures of performance, key performance indicators, and performance targets with the heads of each department
- Put in place an implementation plan summarizing the key actions, timeline, and responsibilities for their realization and to carry forward the implementation efforts, pulse checks and refreshing the objectives as needed.
- Propose organizational changes to the impacted departments when necessary. This includes drafting the organization structure, key workflows and job descriptions for the newly created functions
- Design the framework for an integrated country strategy for the Embassy and clearly articulate all the different components such as key steps, stakeholders, themes, etc. that the Embassy should consider when rolling of this exercises on a yearly basis
- Develop the modus operandi between the Embassy and Saudi ministries, including MOFA and other ministries with interests in the US

**d. Engagement with External Stakeholders**

Booz Allen will assist the PMO team in engaging third parties to perform work for the Embassy. This could be done in various contexts such as through the procurement of qualified vendors as well as collaboration with firms already under contract with the Kingdom of Saudi Arabia. This support will include recruitment for specific positions, the Situation Room, ERP implementation, Crisis management design and implementation, creation of Saudi / US foundation, etc. These tasks will comprise:

- Support procurement of vendors in the context of various initiatives to enhance Embassy's operations
- Draft detailed RFP for the selection of external vendors
- Approach external vendors on behalf of the Embassy and manage NDA signature and RFP processes
- Review vendors' proposals and assess technical and financial offers
- Propose recommendation to the PMO and the Steering Committee

**e. Embassy Ad Hoc Enhancements and Pre-Identified Transformation Initiatives.**

The team will assist the Embassy on the identification, analysis and implementation of Ad Hoc initiatives that could be considered as quick wins. These enhancements can touch on various subjects such as establishing a fellowship program, proposing a system to monitor overtime, proposing a comprehensive training program for Embassy staff, devise a comprehensive

“Integrated Country Strategy,” Strengthen Political/ Economic, Media and Protocol Departments, Develop Org design, Develop and Introduce Talent Strategy, Develop a Diplomatic Training Program, IT Stream initiatives, Baseline of MoFA’s processes and identify gaps and way to enhance it, Workforce optimization and redeployment due to the redesign of org structure or proposing quick organizational fixes that could improve the work at the Embassy.

These activities could comprise:

- Identify “quick fixes” that could be easily implemented and propose them to the Steering Committee for validation
- Perform the required analysis and propose recommendations and enhancements
- Own the implementation of these initiatives and report to the Steering Committee on key milestones

**f. Special Assignments**

Booz Allen will also assist the Embassy on special assignments related to the Ambassador in his various capacities. These tasks can include the following:

- Assist the Ambassador and key functions within the Embassy in understanding key US related processes such as the Embassy’s role in the U.S. Foreign Military Sales and Direct Commercial Sales process through the conduct of workshops and development of standard operating procedures
- Assist in the concept design and scoping of key events in the US that promote the KSA / US relationship and support the Embassy in pushing forward the KSA / US collaboration
- Provide technical expertise in strategic topics in which the Ambassador is involved in his various capacities

In addition to the previously stated activities, the PMO teams will support in any additional, related ad hoc requests, to the extent that bandwidth and team size allow, and subject to the prioritization of activities by the RESA team and Ambassador Office

**2. *Other Terms of Delivery***

- **Delivery Schedule.** N/A. Booz Allen will perform on the basis of the man days necessary to undertake applicable activities until such time that the project budget ceiling has been reached, as set forth in Section 4 (Fees), and subject to any mutually agreed upon amendments to increase the project budget ceiling as may be applicable from time to time, but valid only upon the signature of both parties. *The parties acknowledge that performance commenced on June 24th, 2017 in accordance with Client’s authorization to proceed.*
- **Third Party Technology.** N/A
- **Fees.** Time & Materials Engagement. In accordance with Booz Allen’s proposal, the professional fees were determined based on the level of effort for outcomes associated with the applicable activities.



### 3. Commercial Proposal

Our professional fees and expenses for the PMO support are based on our rate card herein. The total amount for our professional fees and expenses over an expected period of approximately 6 months is set at a ceiling of USD \$3,040,000, net of taxes. The actual period of performance will depend on the size of team deployed, which can be increased and decreased upon discussion and according to the work load. Booz Allen shall not exceed \$3,040,000 without an applicable written modification to the SOW by Client.

Level	Discounted Man Day Rate (USD)*
<b>Executive Vice President</b>	<b>\$7846.66</b>
<b>Vice President/Senior Vice President</b>	<b>\$5925.86</b>
<b>Principal</b>	<b>\$5026.66</b>
<b>Project Manager</b>	<b>\$3718.93</b>
<b>Associate</b>	<b>\$2452.00</b>
<b>Consultant/Senior Consultant</b>	<b>\$1798.40</b>
<b>Per Diem Expense**</b>	<b>\$798.66</b>

*Note: This rate card is prepared exclusively for this engagement with the Embassy of the Kingdom of Saudi Arabia in Washington D.C., and is not applicable to any other engagement*

*Note (\*): All rates are based on the exchange rate of 1 USD = 3.75 SAR*

*Note (\*\*): Per Diem expenses include travel, local transport, accommodation, meals, translation, sundry and other miscellaneous. The Per Diem is only applicable to Booz Allen Personnel that are traveling from the MENA region or from outside the Washington DC Metropolitan area and shall not otherwise apply to local DC/McLean Virginia based personnel working on the project engagement.*

- a. Invoices.** Invoices will be submitted on a monthly basis and will reflect the actual man days of the Booz Allen personnel for both the US and Saudi Arabia teams, however, at the start of each month, Booz Allen will prepare a deployment plan for the month and share with you for approval to be provided within 3 working days of its receipt.

The deployment plan will be in line with your anticipated level of effort for the upcoming month. For each month, we will keep a log of man days spent by our resources, which we will share with you on the last working day of the month for approval within 3 working days. Based on this, we will invoice you on a monthly basis in arrears for the actual time spent. We will keep an aggregated tally of the budget consumed and we will notify you when we expect to render our final invoice. Invoices shall be paid within thirty (30) days of receipt to the bank account specified on the invoice.

**b. Additional Special Terms:**

- 1) The primary place of performance is at the Royal Embassy of Saudi Arabia (RESA) premises in Washington D.C., as well as Booz Allen offices in McLean, Virginia and MENA region (as required).

- 2) All work shall strictly adhere to the principles regarding confidentiality as set forth in our previously executed NDA and in the Agreement
- 3) Client acknowledges that differences of opinion relative to any findings, conclusions, or recommendations made by Booz Allen based on its professional judgment and available information shall not serve as a basis for rejecting Booz Allen's work or the withholding of any payments otherwise due
- 4) To the extent applicable, Client shall review and accept Services timely. In the event of any deficiency, Client shall notify Booz Allen in writing of such deficiencies and the parties shall mutually agree upon the final list of Services to be remedied at which time they shall be corrected and then reevaluated upon the resubmission
- 5) Booz Allen acknowledges that its personnel may be subject to applicable background and security checks by Client before commencing services on Client premises. Booz Allen will reasonably comply and cooperate except to the extent such requirements would be inconsistent with or contrary to U.S. laws or regulations
- 6) Booz Allen shall notify Client in the event that any conflict of interest arises that would materially impact our ability to perform the Services described herein
- 7) Booz Allen will not substantively perform activities that would require Booz Allen to register as an agent of Client under the Foreign Agent Registration Act (22 U.S.C. §§ 611 et seq.)

**BOOZ ALLEN:**

**Booz Allen Hamilton Inc.**, a Delaware corporation

By: 

Name: Paul R. Ingholt

Title: Senior Vice President

**CLIENT:**

Royal Embassy Saudi Arabia

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

