

**GSA Teaming Agreement**  
**Between**  
**TESSCO Incorporated**  
**and**

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**This Agreement** is dated and effective as of \_\_\_\_\_, 2006 (the “Effective Date”) between \_\_\_\_\_ (“Purchaser”), having a place of business at \_\_\_\_\_, and **TESSCO Incorporated** (“Vendor”), having a place of business at 11126 McCormick Road, Hunt Valley, MD.

**BACKGROUND**

Purchaser and Vendor wish to team together, pursuant to the provisions of the FAR subpart 9.6, to prepare/incorporate pricing using TESSCO Incorporated GSA Schedule Numbers GS-35F-0548P, GS-06F-0008P, and GS-24-F-0090N for submission to the federal government on specific GSA quotes/orders with Purchaser acting as the Prime Contractor and the Vendor acting as the supplier.

**AGREEMENT**

**PRODUCTS**

The products covered by this Agreement (collectively “Products”) shall be those products, parts, components, and accessories listed on TESSCO Incorporated Schedule Contract No. GS-35F-0548P, GS-06F-0008P, and GS-24F-0090N, as from time to time amended.

**TERM OF AGREEMENT**

The term of this Agreement shall commence on the Effective Date set forth above and end on \_\_\_\_\_, unless sooner terminated as provided below or extended by mutual written agreement of the parties. In no event, however, shall the ordering period for the Products extend beyond the term of the TESSCO Incorporated GSA Schedule Contract.

**TERMINATION**

Either party may terminate this Agreement (i) for its convenience upon thirty (30) days’ prior written notice to the other party or (ii) at any time on account of the other party’s breach of this Agreement, unless such breach is cured within ten (10) days after written notice thereof to the other party.

**CONFIDENTIALITY**

The parties agree that information contained in this Agreement and information provided by either party to the other in connection with this Agreement is to be held in confidence and that any disclosure of such information or use for any purpose other than as reasonably necessary for the performance of a party’s obligations hereunder is prohibited without the prior written consent of the disclosing party. Without limiting the generality of the foregoing, Purchaser recognizes that Vendor has developed and will continue to develop techniques and methods to provide products for its clients and customers and that Vendor rightly regards its practices, procedures, technologies, and methods as trade secrets. The foregoing restrictions shall not apply to information that (i) is in the public domain, (ii) the recipient can demonstrate by written records was in the recipient’s possession before disclosure by the disclosing party, (iii) lawfully becomes available to the recipient on a nonconfidential basis from a source other than the disclosing party or someone acting on the disclosing party’s behalf, which source the recipient believes (after inquiry that is reasonable under the circumstances) is not bound by any restrictions on the disclosure of the information, (iv) the recipient can demonstrate by written records was independently developed by the recipient without access to any confidential information of the disclosing party, or (v) the disclosing party discloses to a third party without restriction on its further disclosure and use. In addition, these restrictions will not apply to information that the recipient is legally compelled to disclose (pursuant to a subpoena or other legal process or otherwise), provided that the recipient notifies the disclosing party as early as practicable so as to enable the disclosing party to take such steps (at the disclosing party’s expense) as may be necessary to obtain an appropriate protective order or otherwise prevent disclosure.

**GSA SCHEDULE TERMS AND CONDITIONS**

The parties expressly agree that the terms and conditions of the TESSCO Incorporated GSA Schedule contract shall be applicable to orders placed under this Agreement.

**ORDERING**

All GSA orders awarded under this Teaming Agreement must be copied to TESSCO Incorporated along with a valid Purchase Order from \_\_\_\_\_ for the products on the GSA award. All orders must be placed to: 800-472-8065, FAX 410-229-1006, P.O.C. \_\_\_\_\_ (410-229-\_\_\_\_)

**PRICING**

All quotes/orders referencing Contract No. GS-35F-0548P, GS-06F-0008P, and GS-24F-0090N must not exceed the current GSA Schedule prices.

**REPORTING; INDUSTRIAL FUNDING FEE**

Vendor will report the revenue quarterly to the GSA and will have the sole responsibility for paying the Industrial Funding Fee.

**WARRANTIES**

No warranties, express or implied, apply to this Agreement or any Products furnished hereunder. In no event shall either party be liable for any indirect, special, consequential, or punitive damages in connection with or arising out of the performance or breach of this Agreement or the use of any item of confidential and proprietary information.

**ASSIGNMENT**

This Agreement is specific to the parties hereto, and neither party may assign or transfer its interest herein without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between Purchaser and Vendor as to the subject matter of this Agreement and supersedes, cancels, and merges all agreements, negotiations, commitments, writings, and discussions between them as to the subject matter before the date of this Agreement; and neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to such subject matter, other than as expressly provided in this Agreement or as duly set forth on or after the date hereof in writing and signed by a proper and duly authorized officer of the party to be bound thereby.

**AGREED TO:**

**TESSCO Incorporated**

**[Insert Purchaser Name]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREEMENT DISPOSITION**

Please sign this agreement and mail the original to the address below. TESSCO will sign and then send you back a copy for your records.

TESSCO Government Team  
11126 McCormick Rd.  
Hunt Valley, MD 21031  
ATTN: Robert Brillante