*EXHIBIT 13*

**LETTER AGREEMENT FORM**

**LETTER OF INTENT**

This Letter of Intent (“LOI”) is made and entered into as of the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ by and between Ivyhill Technologies LLC, a New Jersey Limited Liability Company, having offices at 9658 Baltimore Avenue, Suite 300-1, College Park, MD 20740 (“IVYHILL” or "COMPANY") and [INSERT VENDOR NAME], a \_\_\_\_\_\_\_ corporation, having offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("VENDOR").

WHEREAS, COMPANY and VENDOR have entered into discussions involving the provision of certain services to COMPANY by VENDOR (the “Transaction”); and

WHEREAS, COMPANY and VENDOR desire to set forth the following agreements and understanding with respect to the Transaction;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein, the parties hereto agree as follows:

1. Commencement of Work. Upon execution of this letter, VENDOR and COMPANY will (collectively the “Base Case”). This effort will include a detailed review of the relevant technical and financial aspects of COMPANY’s current environment and will be used to establish the products/services and volumes/usage currently in place. All task deliverables and the responsibilities of each party are delineated in Attachment 1.

1. Definitive Agreement. Upon attainment of the COMPANY’ goals set forth in Attachment 1, the parties will commence good faith negotiations on a definitive Master Services Agreement (MSA) which will set forth the salient business and legal arrangements between the parties regarding the delivery of VENDOR’s solution. It is anticipated that the MSA will be consistent with VENDOR’s proposed solution as updated from time to time prior to negotiation of the MSA. Such MSA shall be subject to the approval of the boards of directors of COMPANY and VENDOR (if so required by the current by-laws), and shall reflect, among other things, mutually agreed upon terms and conditions, together with customary representations, warranties, covenants, conditions and indemnifications, and payment amounts. While the parties hereto agree to proceed promptly and in good faith to resolve all matters pertaining to the Transaction, the Transaction shall be consummated only pursuant to and as provided in the MSA, as duly executed by the parties thereto.

3. Confidentiality. The parties have executed a Non-Disclosure Agreement, dated \_\_\_\_\_\_\_\_\_\_\_ and this LOI shall be subject thereto. Each of the parties hereto, on behalf of itself and each of its affiliates, further agrees with the other party as follows:

a. It shall furnish to the other party such information as is reasonably requested by the other party in connection with the other party's evaluation of the Transaction. The information provided by the other party to it in connection with its evaluation of the Transaction, together with all other information, documents and materials concerning the other party or the Transaction furnished to it or otherwise obtained or developed by it in the course of evaluating the Transaction, shall be referred to herein as the "Evaluation Material." Notwithstanding the foregoing, the term "Evaluation Material" shall not include any information after such information becomes public knowledge other than as a result of any act or failure to act by it or by any of its directors, officers, employees or representatives.

4. Publicity. Neither of the parties hereto, without the prior approval of the other party, shall make any public disclosure with respect to the Transaction, any negotiations or other discussions concerning the Transaction, unless it has received the written opinion of its counsel that such disclosure must or should, under the circumstances, be made.

5. Competing Proposals. During the period commencing on the date hereof, or such longer period during which COMPANY and VENDOR shall agree in writing to continue negotiations with respect to the Definitive Agreement, COMPANY shall not solicit or respond to proposals from, or enter into negotiations with, any person or entity not affiliated with VENDOR regarding the Transaction or any substantially similar arrangement.

6. Intellectual Property. Literary works or other works of authorship, including any formal deliverables, generated under this LOI which are based primarily upon or contain primarily COMPANY data, such as hardware/software listings, equipment locations, network routing plans, in-process and planned projects and initiatives, etc. shall be considered the property of COMPANY. All other proposals, solutions, submissions, documentation or literary works or other works of authorship, including any formal deliverables, generated under this LOI shall be considered the property of VENDOR.

7. Survival. Each of the parties hereto agree that this LOI shall obligate it and the other party to work together in good faith to complete a Rapid Sourcing Solution and negotiate a Definitive Agreement, and cause it to be executed and delivered, only during the period commencing on the date hereof and any agreed upon extension thereof, and that in the event a Definitive Agreement is not entered into during such period of time, no other rights, benefits or obligations under this LOI shall survive except those contained in Section 3 hereof, which shall continue as set forth in the referenced Non-Disclosure Agreement.

8. Reimbursement:

1. Reimbursement. Should the parties fail to reach agreement on the Base Case by the date delineated in Attachment 1, or as mutually extended by the parties, or otherwise decide not to proceed with the Definitive Agreement, COMPANY will reimburse VENDOR as set forth below. If such determination is made on or after \_\_\_\_\_\_\_\_\_\_\_\_\_, COMPANY agrees to pay VENDOR $ as full compensation for its efforts. If such determination is made on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, then COMPANY agrees to pay to VENDOR a ‘pro-rata’ portion of that sum.

9. Warranties and Disclaimer. VENDOR warrants that all work performed hereunder will be in a professional and workmanlike manner. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

10. Limitation of Liability. EXCEPT AS EXPRESSLY NOTED BELOW, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER FOR DIRECT DAMAGES FOR ALL OBLIGATIONS AND COMMITMENTS, WHETHER ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT ARISING IN CONTRACT, WARRANTY, NEGLIGENCE, OTHER TORT OR OTHERWISE SHALL NOT EXCEED $500,000. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST PROFITS AND REVENUES. DIRECT DAMAGES AS LIMITED BY THIS PARAGRAPH ARE A SOLE AND EXCLUSIVE DAMAGE REMEDY.

IN WITNESS WHEREOF the parties hereto have caused this LOI to be duly executed as of the day and year first above written.

IVYHILL TECHNOLOGIES LLC [VENDOR NAME]

By: By:

Name: Name:

Title: Title:

Date: Date:

Attachment 1

# **COMPANY Goals:**

# • An MSA that identifies quantifiable, measurable Service Levels;

• [INSERT].

# **Time Schedule:**

*Insert relevant date* Project Start Date

*Insert relevant date* Employee Communications

*Insert relevant date* Base Case Approval by IVYHILL

*Insert relevant date* Business Case Approval by IVYHILL

*Insert relevant date*  MSA Contract Signing/Operations

**VENDOR Deliverables to COMPANY**

Base Case Document

After agreement on the Base Case:

Business Case Assessment

Solutions Summary

Statement of Work

Service Level Agreement

Pricing Schedules

# **IVYHILL Activities and Actions**

[INSERT]