

**Federal Addendum to
Hybrid Cloud Operation Management (HCOM) Platform Services Terms**

This Federal Addendum (“**Federal Addendum**”) to the Hybrid Cloud Operation Management (HCPM) Platform Services Terms or Hybrid Cloud Operation Management (HCOM) Platform Services Trial Terms (as applicable, “**Terms**”), together with the Terms and an Order referring to the Terms, constitute an agreement (the “**Agreement**”) between General Dynamics Information Technology, Inc. (“**GDIT**”) and the U.S. Government ordering activity subscribing to the Platform pursuant to the Order (“**Customer**”). This Federal Addendum amends and supplements the Terms for purposes of the Agreement.

1. DEFINITIONS

Unless defined in this Federal Addendum, terms in initial capital letters have the meanings set forth in the Terms.

2. ADDITIONAL TERMS FOR GOVERNMENT CUSTOMERS

The Terms are amended to include the following additional provisions:

11. U.S. GOVERNMENT END-USERS.

Notwithstanding any other provision of the Agreement, if the Customer is an agency or instrumentality of the U.S. Government (“Government”), the following provisions apply:

- 11.1 Customer. The individual placing the Order represents and warrants that such person is authorized to place the Order on behalf of the Government and bind the Government thereto. The Agreement binds the Government ordering activity as Customer, but does not bind a Government employee or person acting on behalf of the Government in their personal capacity.
- 11.2 Law and Disputes. Notwithstanding Section 10.8, the Agreement is governed by Federal law, and any dispute will be resolved in the forum or venue prescribed by applicable Federal law.
- 11.3 Relationship to Federal Law. The terms of the Agreement are applicable to Customer and its Authorized Users to the extent that they are consistent with Federal law (*e.g.*, the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 6305), Conduct of Litigation Reserved to Department of Justice (28 U.S.C. § 516), and Patent and Copyright Cases (28 U.S.C. § 1498)). To the extent that any terms of the Agreement are inconsistent with Federal law, they shall be deemed to be modified only as to Customer and its Authorized Users to the extent necessary to comply with Federal law.

- 11.4 Continued Performance. GDIT shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by the Agreement. If GDIT believes the Government ordering activity is in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance.
- 11.5 Injunctive Relief. In the event of a claim or dispute arising under or relating to this Agreement, equitable or injunctive relief may be awarded against the Government only when explicitly provided by statute (*e.g.*, Prompt Payment Act or Equal Access to Justice Act).
- 11.6 No Automatic Renewals. Customer's Subscription or Trial, as the case may be, will not automatically renew. Instead, the Agreement will expire at the end of the then-current Term unless extended with the express agreement of an authorized Customer representative.
- 11.7 Indemnification. Notwithstanding Section 7.1, the U.S. Department of Justice has the sole right to represent Customer in any action arising from a Claim, in accordance with 28 U.S.C. § 516. Notwithstanding Section 7.2, Customer will have no indemnification obligation unless authorized by statute and applicable agency regulations.
- 11.8 Taxes. Any taxes that GDIT seeks to pass along to Customer pursuant to the Agreement must be submitted to Customer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Order.
- 11.9 Non-Assignment. Notwithstanding Section 10.4, GDIT may not assign the Agreement without Customer's prior approval, except as expressly permitted under Federal Acquisition Regulation ("FAR") 52.212-4(b).
- 11.10 Confidential Information. Notwithstanding Section 4.1, the terms of the Agreement, including the pricing of the Order, do not constitute "Confidential Information." Issues regarding Customer's release of pricing will be resolved consistent with the Freedom of Information Act.
- 11.11 Termination. Notwithstanding Section 9.2, termination of the Agreement by the Government will be in accordance with FAR 52.212-4(l) and (m).
- 11.12 Contractors. Customer may allow its contractors to use the Platform in accordance with this Agreement, provided that Customer is liable for acts and omissions of its contractors as permitted under the Contract Disputes Act, 28 U.S.C. § 1498, or other applicable law or regulation.

11.13 Commercial Computer Software. The HCOM Platform and its underlying software were developed exclusively at private expense and constitute “Commercial Computer Software” as defined in FAR 2.101 and Section 227.7201 (DEVIATION 2026-O0036) of the Defense Federal Acquisition Regulation Supplement (“DFARS”). Therefore, in accordance with FAR 12.212 and DFARS 227.7202-3 (DEVIATION 2026-O0036), Customer’s rights with respect to the Platform are only those set forth in the Agreement.

3. Reaffirmation of Obligations.

The Parties expressly reaffirm their obligations pursuant to the Agreement as amended by this Federal Addendum.

4. No Other Changes.

Except as expressly modified by this Federal Addendum, all terms of the Agreement remain in full force and effect.

NOTE - NON-PRODUCTION BETA VERSION OF THE HCOM PLATFORM

THE VERSION OF THE HCOM PLATFORM AVAILABLE AT THIS TIME IS A PRE-RELEASE BETA VERSION THAT HAS NOT PASSED THE NIST SP 800-218 SECURE SOFTWARE DEVELOPMENT FRAMEWORK REVIEW STANDARD. IT IS PROVIDED FOR NON-PRODUCTION EVALUATION PURPOSES ONLY, AND IT IS ENTIRELY SUBJECT TO THE PROVISIONS OF SECTION 2.8 OF THESE TERMS. THAT IS, NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IT IS PROVIDED ENTIRELY ON AN “AS-IS, WITH ALL FAULTS AND DEFECTS” BASIS. SUPPORT AND SERVICE LEVEL OBLIGATIONS UNDER THE AGREEMENT DO NOT APPLY TO CUSTOMER’S USE OF THIS BETA VERSION. CUSTOMER ASSUMES ALL RISKS AND ALL COSTS ASSOCIATED WITH THE USE OF THIS BETA VERSION.

Hybrid Cloud Operation Management (HCOM) Platform Services Trial Terms

These Hybrid Cloud Operation Management (HCOM) Platform Services Trial Terms (“**Terms**”), together with an Order referring to these Terms and a Federal Addendum if applicable, constitute an agreement (the “**Agreement**”) between General Dynamics Information Technology, Inc. (“**GDIT**”) and an entity subscribing to the Platform pursuant to the Order (“**Customer**”). GDIT and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” Each Order that Customer may place for the Platform constitutes a separate agreement between the Parties. The Agreement shall be effective on the date of Customer’s purchase of a Subscription to the Platform (the “**Effective Date**”).

1. DEFINITIONS

- (a) “**Affiliate**” of a Party means an entity controlling, controlled by or under common control with such Party.
- (b) “**Authorized User**” means an individual employee of Customer or an individual contractor of Customer, who, in either case, has a need to access and use the Platform for purposes of their work for Customer and is authorized by Customer to access and use the Platform under its account for Customer’s internal testing and evaluation purposes.
- (c) “**Customer Materials**” means information provided by or on behalf of Customer through the Platform in connection with Customer’s testing and evaluation use of the Platform, and Platform Output, but not any report formats, information, data models, or other materials owned or controlled by GDIT and made available through or in connection with the Platform.
- (d) “**GDIT IP**” means the Platform, including its underlying software, algorithms, interfaces, technology, databases, tools, and know-how used to provide or deliver the Platform, Platform Operations Data, improvements, modifications or enhancements thereto, and all intellectual property rights therein. GDIT IP does not include Third Party IP.
- (e) “**Order**” means Customer’s accepted online offer for a Trial of the Platform through AWS Marketplace public pricing or private offers page, which references these Terms and sets forth the details regarding Customer’s Trial of the Platform.
- (f) “**Platform**” means GDIT’s proprietary hybrid cloud operations management platform and

associated GDIT and third party technology, which is made available by GDIT to Customer pursuant to the Agreement.

- (g) **“Platform Operations Data”** means aggregated and/or de-identified data that is derived from Customer’s and/or its Authorized Users’ use of the Platform, including usage data, trends, statistical data and performance information, analytics, and other information regarding the operation of the Platform, but not Customer Materials.
- (h) **“Platform Output”** means the reports and other information generated through Customer’s use of the Platform, but not any report formats, information, data models, or other materials owned or controlled by GDIT and made available through or in connection with the Platform.
- (i) **“Product Listing”** means the description of the Platform and other information listed on the AWS Marketplace by GDIT and GDIT’s policies and terms incorporated in or referenced by such information.
- (j) **“Trial”** means Customer’s access to and use of the Platform solely for testing and evaluation purposes during the Trial Term.
- (k) **“Trial Term”** means the period of Customer’s Trial of the Platform, which shall last for the shorter of: (i) 60 days, or (ii) until GDIT accepts Customer’s online offer for a paid subscription to the Platform through AWS Marketplace public pricing or private offers page.
- (l) **“Third Party IP”** means any third-party software, algorithms, interfaces, technology, databases, tools, and know-how used to provide the Platform, improvements, modifications or enhancements thereto, and all intellectual property rights therein.

2. PLATFORM; ACCESS AND USE

- 2.1 Platform. Subject to the terms of the Agreement, GDIT grants to Customer a limited, non-exclusive, non-transferable (except as provided in Section 10.4), non-sublicensable license to have its Authorized Users access and use the Platform during the Trial Term solely for Customer’s internal testing and evaluation purposes. Customer shall not use the Platform for production purposes. Customer is responsible for all acts, omissions, and obligations of its Authorized Users in connection with its Trial. GDIT may update the content, functionality, and user interface of the Platform from time to time. Customer agrees that its use of the Platform under the Agreement is not contingent on the delivery of future features or functionality.
- 2.2 Restrictions. Customer will not: (a) access or use the Platform in any manner not expressly authorized in the Agreement; (b) modify or create derivative works of the Platform, in whole or in part; (c) reverse engineer, disassemble, decompile, decode, scrape, or otherwise attempt to derive or improperly access or download any component of the Platform (including through scraping or the use of any crawler or other mechanism); (d) frame, mirror, sell, resell, rent, or lease any access or use of the Platform to any third party; (e) access or use the Platform in any manner or for any purpose that infringes any third-party intellectual property right, including any Third Party IP, or that violates any applicable law; (f) interfere with, or disrupt the integrity or performance of, the Platform; (g) access the Platform or GDIT’s Confidential Information for benchmarking or competitive analysis to develop a competing product or service; (h) allow Authorized User accounts to be shared or used by more than one individual; or (i) use the Platform to engage in harmful, abusive, threatening, sexual, violent, fraudulent, or misleading content, or engage in otherwise illegal activities. GDIT reserves the right, in its sole discretion, to suspend or

terminate Customer's access to the Platform if it determines Customer to be in violation of this Section 2.2.

- 2.3 High-Risk Activities. The Platform is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, weapons systems, or any other application in which the failure of the Platform could lead to severe physical or environmental damages. Customer will not use the Platform for any such purpose.
- 2.4 Reservation of Rights. Subject to the limited rights expressly granted in the Agreement, GDIT reserves and, as between the Parties, will solely own, the GDIT IP and all rights, title, and interest in and to the GDIT IP. No rights are granted to Customer under the Agreement other than as expressly set forth in the Agreement.
- 2.5 Third-Party Services. Certain features of the Platform may allow Customer and its Authorized Users to interface or interact with, access and/or use compatible third-party products or services (collectively, "**Third-Party Services**"). Third Party Services are provided by their respective providers, not by GDIT, and GDIT has no responsibility for Third-Party Services. Any use by Customer of Third-Party Services is solely the responsibility of Customer and the applicable third-party provider and is subject to the Third-Party Service's terms. In no event will GDIT be responsible for any use, disclosure, modification, or deletion of Customer Materials transmitted to or through Third-Party Services or for any act or omission on the part of any provider of any Third-Party Services.
- 2.6 Integration. GDIT is not responsible for integration of the Platform with Customer's environment unless the parties separately agree that GDIT will provide integration services. GDIT may provide Customer access to GDIT's application programming interfaces ("**APIs**"), which may allow Customer to integrate certain Platform features into its own applications, products, or services. If GDIT does so, Customer will use GDIT's APIs solely for purposes of operating its own applications, products, or services integrated with the Platform. Customer shall not distribute or resell the Platform or GDIT's other products or services.
- 2.7 Support. GDIT will use commercially reasonable efforts to make the Platform available during the Trial Term and to provide Customer reasonable technical support upon written request submitted to support@marketplace.gdit.com.
- 2.8 Access to Non-Production Versions of the Platform. Customer may be provided with access to beta, trial, proof of concept, or sandbox versions of the Platform or features within the Platform (collectively, the "**Beta Features**"). Use of Beta Features is not required. Beta Features may be discontinued or modified at any time, and may be subject to other terms. Consistent with Section 6.2, Beta Features are provided on an "AS-IS, WITH ALL FAULTS AND DEFECTS" basis. Beta Features are not intended for production use. Customer assumes all risks and all costs associated with the use of Beta Features, including any damage to equipment, software, information, or data. GDIT will have no liability for any harm or damage arising out of or in connection with Beta Features.
- 2.9 Platform Operations Data. Customer agrees that GDIT may create or collect Platform Operations Data and use Platform Operations Data for any purpose, including to improve the Platform and understand how the Platform is being used.
- 2.10 Feedback. Customer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the GDIT IP ("**Feedback**"). GDIT may use and incorporate Feedback in GDIT's products and services without compensation or accounting to Customer. Feedback is not Confidential Information of Customer.

3. FEES

There is no charge for the Trial. If Customer obtains a paid subscription at the end of the Trial Period, the terms of the subscription agreement will apply.

4. CONFIDENTIAL INFORMATION

- 4.1 Definition. “**Confidential Information**” means any information that one Party or its representatives (the “**Disclosing Party**”) provides to the other Party or its representatives (the “**Receiving Party**”) in connection with the Agreement, whether orally or in writing, that is designated or marked as proprietary or confidential or that reasonably should be considered confidential given the nature of the information and/or the circumstances of disclosure. Confidential Information of GDIT specifically includes the Platform and the terms of any Order. Confidential Information does not include any information that: (a) is at the date of disclosure, or subsequently becomes, generally known or available to the public through no act or failure to act by the Receiving Party; (b) is rightfully known by the Receiving Party prior to receiving such information from the Disclosing Party; (c) is rightfully acquired by the Receiving Party from a third party that has the right to disclose such information without breach of any confidentiality or non-use obligation to the Disclosing Party; or (d) is independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party.
- 4.2 Obligations. The Receiving Party will maintain the Disclosing Party’s Confidential Information in confidence using a reasonable standard of care and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under the Agreement. If the Parties previously entered into a non-disclosure agreement relating to the Platform or Customer’s use (or potential use) thereof, that agreement is superseded and replaced by the terms of this Section 4. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, advisors, or contractors of the Receiving Party or its Affiliates who have a need to know such Confidential Information in connection with the Receiving Party’s activities under the Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Section 4, or (b) as such disclosure may be required by applicable law or a subpoena, order or requirement of a court, administrative agency or other governmental authority, subject to the Receiving Party (i) providing to the Disclosing Party reasonable written notice (if permitted by law) to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure, and (ii) cooperating with the Disclosing Party’s actions to prevent, or if unable to prevent then limit, disclosure of the Disclosing Party’s Confidential Information.

5. CUSTOMER MATERIALS

- 5.1 Ownership. As between Customer and GDIT, Customer owns all right, title and interest in and to Customer Materials. However, Customer acknowledges that, due to the nature of the Platform, Platform Output may be similar to content and materials generated for other GDIT customers and users of the Platform. Such content and materials are based on such other customers’ and users’ inputs and shall not be considered Platform Output owned by Customer.
- 5.2 License. Customer hereby grants to GDIT a non-exclusive, worldwide, royalty-free, non-transferable (except as provided in Section 10.4), sublicensable license to use, host, reproduce, adapt, distribute, perform and display the Customer Materials for the purpose of hosting, operating and providing the Platform and performing under the Agreement.

- 5.3 Platform Output. Customer is solely responsible for all use of the Platform Output, including evaluation of the accuracy and appropriateness of Platform Output. Customer will not use any Platform Output to develop any competitive products or services.
- 5.4 Customer Materials. Customer represents and warrants that (a) it has obtained and will continue to have, during the Term, all necessary rights and licenses for use and transmission of the Customer Materials (other than any Platform Output) as contemplated by the Agreement; and (b) GDIT's use of the Customer Materials in accordance with the Agreement will not violate any applicable laws or cause a breach of any agreement between Customer and any third party. Customer will not use the Platform to assist in identifying a person or to solicit or infer private or sensitive information about a person.
- 5.5 Security; Protection of Customer Materials. GDIT will implement and maintain reasonable administrative, organizational and technical safeguards designed to protect the confidentiality and integrity of Customer Materials processed by the Platform. Customer will treat any usernames, passwords and account information required for access to the Platform as confidential. Each Party shall promptly notify the other of any known unauthorized use of Customer's account or loss or theft of Customer's or Authorized Users' usernames or passwords for the Platform. Notwithstanding anything to the contrary in the Agreement, GDIT may temporarily suspend Customer's and any Authorized User's access to all or any portion of the Platform if Customer's or any Authorized User's use of the Platform disrupts or poses a security risk to the Platform or to any other customer or vendor of GDIT.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 Warranties. Each Party represents and warrants that it has the authority to enter into the Agreement.
- 6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE PLATFORM, GDIT IP AND ANY THIRD-PARTY PRODUCTS, SERVICES, OR SOFTWARE ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS AND DEFECTS" BASIS, WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. GDIT DOES NOT WARRANT COMPLIANCE WITH ANY SECURE SOFTWARE DEVELOPMENT FRAMEWORK OR THAT THE OPERATION OF THE PLATFORM OR ANY THIRD-PARTY SERVICES, PRODUCTS, OR SOFTWARE WILL PERFORM ERROR-FREE, UNINTERRUPTED, OR THAT GDIT WILL CORRECT ANY OR ALL ERRORS.

7. INDEMNIFICATION

- 7.1 GDIT Indemnification. Subject to Section 7.3, GDIT will defend Customer against any claim, suit, or proceeding brought by a third party (each, a "**Claim**") to the extent alleging that the Platform infringes or misappropriates such third party's intellectual property rights, and will pay any damages and costs awarded against Customer by a court of competent jurisdiction or agreed in a settlement by GDIT to the extent resulting from such a Claim. However, GDIT's obligations under this Section 7.1 will not apply to the extent that a Claim arises from: (a) access to or use of the Platform by Customer or its Authorized Users in a manner that is not in accordance with the Agreement and all applicable laws, or any other breach of the Agreement, negligence, willful misconduct, or fraud by Customer; (b) Customer Materials; (c) any modification to any Platform Output not performed by GDIT, (d) Third-Party Services, Customer systems or integration of the Platform therewith, or (e) Customer's failure to implement or use any work-arounds, modifications, or updates to the Platform that have been provided by GDIT (Claims described in clauses (a) through (e), collectively, "**Excluded Claims**"). If the Platform becomes, or in GDIT's opinion is likely to become, the subject of an infringement or misappropriation Claim, GDIT may, at its option and expense,

(i) procure for Customer the right to continue using the Platform in accordance with the Agreement; (b) replace or modify the Platform to address the issue; or (c) terminate the Agreement. This Section 7.1 states Customer's sole remedy and GDIT's sole liability with respect to any intellectual property infringement or misappropriation Claim.

- 7.2 Customer Indemnification. Subject to Section 7.3, Customer will defend GDIT, its Affiliates and each of their directors, officers, employees and contractors (collectively, the "**GDIT Parties**") against any Excluded Claims and will pay any damages and costs awarded against the GDIT Parties by a court of competent jurisdiction or agreed in a settlement by Customer to the extent resulting from such any Excluded Claims.
- 7.3 Indemnification Procedures. The obligations of a Party providing indemnification under Section 7.1 or 7.2 (the "**Indemnifying Party**") with respect to any Claim are conditioned on the Party seeking indemnification (the "**Indemnified Party**") promptly notifying the Indemnifying Party of the Claim for which indemnity is being sought (except to the extent that the Indemnifying Party is not prejudiced by any delay in notice) and reasonably cooperating with the Indemnifying Party in the defense or settlement of the Claim. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible, or to settle any such Claim, except that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval, which shall not be withheld unreasonably, unless the settlement (a) provides a full release of the Indemnified Party from all liability, (b) does not require any admission of wrongdoing by the Indemnified Party, and (c) does not place any affirmative performance obligations on the Indemnified Party or restrict the Indemnified Party's business, products or services, except that where GDIT is the Indemnifying Party, this clause (c) does not apply with respect to Customer's access to or use of the Platform. The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel. If the Indemnifying Party refuses or fails to fulfill its obligation of defense, the Indemnified Party may, on notice to the Indemnifying Party and at the Indemnifying Party's expense, defend itself and the Indemnifying Party shall assist the Indemnified Party with the defense of any such Claim for which the Indemnified Party conducts the defense.

8. LIMITATION OF LIABILITY

- 8.1 Exclusions. SUBJECT TO SECTION 8.3, IN NO EVENT WILL GDIT HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE GDIT IP FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS OR FOR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.
- 8.2 Total Liability. Subject to Section 8.3, in no event will GDIT's total aggregate liability exceed one thousand dollars (\$1,000).
- 8.3 Uncapped Claims. Nothing in Section 8.1 or 8.2 shall limit or exclude liability for (a) Customer's payment obligations; (b) a breach of Section 2.2 ("Restrictions"); (c) a Party's indemnification obligations in Section 7; (d) any infringement by one Party of the other Party's intellectual property rights; or (e) gross negligence or willful misconduct.
- 8.4 Basis of the Bargain. The Parties acknowledge and agree that the limitations of liability in this Section 8 are an essential part of the basis of the bargain between GDIT and Customer and will apply even if the remedies available in the Agreement are found to fail their essential purpose.

9. TERM AND TERMINATION

- 9.1 Term. The term of the Agreement commences on the Effective Date and continues for the Trial Term unless earlier terminated in accordance with the terms of the Agreement (the “**Term**”).
- 9.2 Termination. Either Party may terminate the Agreement with or without cause on ten (10) days’ written notice to the other Party. GDIT also may terminate the Agreement if any other agreement between the Parties concerning Customer’s access to or use of the Platform is terminated as a result of Customer’s breach.
- 9.3 Consequences of Expiration or Termination. Upon expiration or termination of the Agreement, the license granted in Section 2.1 will terminate. The following Sections of these terms shall remain in effect after the expiration or termination of this Agreement: 1, 2.2, 2.4, 2.10, 4, 6, 7, 8, 9.3, 10, and any other terms of the Agreement that by their nature ought to survive termination or expiration of the Agreement.

10. MISCELLANEOUS

- 10.1 Publicity. GDIT may include Customer’s name and logo in its online customer list and in print and electronic marketing materials subject to GDIT complying with any reasonable written trademark usage guidelines that Customer may provide.
- 10.2 Export Control. Each Party represents that it is not named on any U.S. government list of prohibited or restricted parties, nor is it owned or controlled by or acting on behalf of any such parties. Customer agrees that it will not access or use the Platform in any manner that would cause any Party to violate any U.S. or international embargoes, economic sanctions, or export control law.
- 10.3 Contract Interpretation. Wherever the Agreement uses the term “including,” such term shall be deemed to mean “including without limitation” regardless whether the words “without limitation” actually follow the word “including.”
- 10.4 Assignment. Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other. However, either Party may assign the Agreement to its Affiliate or its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, the Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.
- 10.5 Severability; No Waiver. If any provision of the Agreement is held invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions of the Agreement will remain in full force and effect. Either Party’s failure to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of the Agreement will be effective unless it is in writing and signed by the Party granting the waiver.
- 10.6 Relationship of the Parties. Nothing in the Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties, or confer any rights, benefits, remedies, obligations, or liabilities upon any third party. Neither Party will have the power to bind the other or to incur obligations on the other’s behalf without such other Party’s prior written consent. Except as expressly set forth in the Agreement, the exercise by either Party of any remedy under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

- 10.7 Force Majeure. Neither Party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its reasonable control.
- 10.8 Governing Law; Venue; Waiver of Jury Trial. Both Parties agree to the application of the laws of the Commonwealth of Virginia and the United States, without regard to conflict of law principles and consent to exclusive jurisdiction and venue in state or federal courts located in Fairfax County or Alexandria, Virginia. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH, THE PERFORMANCE OR BREACH OF THE AGREEMENT.
- 10.9 Notice. GDIT may give general notices related to the Platform that apply to all its customers by email or posting them through the Platform. Other notices under the Agreement must be in writing and sent to the business mailing or email address specified in writing by Customer in the Order. Notices are deemed given when received.
- 10.10 Entire Agreement. The Agreement, including these Terms and an Order referring to these Terms, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter, except as may be otherwise expressly set forth in the Agreement. Notwithstanding any language to the contrary, no terms or conditions stated in a Customer purchase order, vendor onboarding process or documentation, or web portal (excepting the Product Listing or Order) shall be incorporated into or form any part of the Agreement, and all such terms or conditions shall be null and void, except that the Federal Addendum to the Agreement shall be applicable to and shall supersede certain of these Terms if Customer is a U.S. federal government agency. The Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties. To the extent of any conflict or inconsistency between these Terms and an Order referring to these Terms, the Order shall prevail.