

ONBOARD.ID

End User License Agreement

U.S. Federal Government Edition

Field	Value
Agency / Ordering Activity	[Agency Name]
Contract / Order Number	[Contract No.]
Effective Date	[Date of last execution]
Provider	UberEther, Inc.

Onboard.id License Agreement — Confidential

PARTIES.

1. UberEther Inc., a corporation incorporated in the Commonwealth of Virginia, with its principal place of business at 23465 Rock Haven Way, Ste 150, Sterling, VA 20166 (the "Provider"); and
2. [Agency Name], a [department / agency / component] of the United States Federal Government, acting by and through [Contracting Officer Name], [Title], located at [address] ("Government" or "Ordering Activity").

RECITALS

- A. Provider is an authorized reseller and integration partner for the Onboard.id identity verification platform (the "Software"), an artificial-intelligence-powered service that performs document authentication, biometric matching, and identity-proofing workflows.
- B. Government desires to obtain a license to use the Software for official Government purposes under the terms of this Agreement and the applicable Federal Acquisition Regulation (FAR) clauses incorporated herein.
- C. This Agreement is entered into pursuant to and consistent with the applicable Federal contract, task order, or other procurement vehicle referenced in Exhibit A.

1. DEFINITIONS

1.1 In this Agreement, the following terms have the meanings set forth below:

"Access Credentials" means usernames, passwords, API keys, and other credentials enabling authorized access to the Software.

"Agreement" means this End User License Agreement, including all Exhibits and any modifications executed in writing by both parties.

"AI Components" means any machine-learning models, neural networks, algorithms, training data, model weights, embeddings, inference engines, and related artificial-intelligence or machine-learning technology incorporated in or used to deliver the Software.

"Authorized Users" means officers, employees, and contractors of the Government who are authorized by the Contracting Officer's Representative (COR) to access and use the Software in the performance of official duties, up to the number specified in Exhibit A.

"Charges" means the fees specified in Exhibit A, subject to the funding and appropriations conditions in Section 6.

"Contracting Officer (CO)" means the Government official with authority to enter into, administer, and terminate contracts on behalf of the Government.

"Contracting Officer's Representative (COR)" means a Government employee designated in writing by the CO to perform specific technical or administrative functions under this Agreement.

"Customer Data" means all data, documents, and materials uploaded to or processed by the Software at the direction of the Government, including biometric data, identity documents, and verification results, but excluding aggregated, de-identified analytics data relating to Software usage.

"Documentation" means user guides, API documentation, and technical specifications for the Software made available by the Provider.

"Effective Date" means the date of last execution of this Agreement.

"Government Purpose Rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software within the Government without restriction; and to release or disclose technical data or computer software outside the Government for Government purposes only.

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including copyright, database rights, trade secrets, know-how, trademarks, patents, and rights in designs.

"Output Data" means any results, scores, decisions, reports, or other data generated by the Software as a result of processing Customer Data.

"Personal Data / Personally Identifiable Information (PII)" means information as defined under applicable Federal privacy laws, including the Privacy Act of 1974, OMB Circular A-130, and applicable agency privacy policies.

"Restricted Computer Software" means computer software developed at private expense that is a trade secret or is commercial or financial data, and includes any minor modifications made under this Agreement.

"Software" means the Onboard.id identity verification platform, including all AI Components, APIs, web interfaces, and related services made available by the Provider to the Government under this Agreement.

"Term" means the period of performance as defined in Section 2 and Exhibit A.

2. TERM

2.1 This Agreement shall commence on the Effective Date and continue for the Initial Term specified in Exhibit A, subject to the availability of appropriated funds.

2.2 Renewal of this Agreement beyond the Initial Term shall be effective only upon the issuance of a modification or new task order by the CO, and subject to appropriation of sufficient funds. No provision of this Agreement shall be construed to bind the Government to any renewal absent such action.

3. LICENSE GRANT AND RESTRICTIONS

3.1 License Grant. Subject to the terms of this Agreement, payment of the Charges, and the availability of appropriated funds, the Provider grants to the Government a non-exclusive, non-transferable license to access and use the Software during the Term solely for official Government purposes in accordance with the Documentation.

3.2 Authorized Users. The Software may only be accessed and used by Authorized Users. The Government is responsible for ensuring that all Authorized Users comply with the terms of this Agreement and applicable Government security policies.

3.3 Restricted Rights Notice. The Software constitutes Restricted Computer Software, as defined in FAR 52.227-19 and DFARS 252.227-7014, and is provided to the Government with Restricted Rights. Use, duplication, or disclosure of the Software by or for the Government is subject to restrictions as set forth in this Agreement, FAR 52.227-14 (Rights in Data—General), and DFARS 252.227-7013 and 252.227-7014, as applicable. The Provider's name and address are: UberEther, Inc., 23465 Rock Haven Way, Ste 150, Sterling, VA 20166.

3.4 Government Purpose Rights. Notwithstanding Section 3.3, the Government may exercise Government Purpose Rights as defined in this Agreement to the extent permitted under applicable Federal acquisition regulations and as specified in Exhibit A.

3.5 Restrictions. Except to the extent expressly permitted by this Agreement or required by applicable law, the Government shall not:

- (a) sublicense, sell, lease, or otherwise make the Software available to any third party except other authorized Government users or Government contractors performing work on behalf of the Government under this Agreement;
- (b) copy, modify, adapt, or create derivative works based on the Software or any AI Component, except as expressly permitted under applicable Rights in Data clauses;
- (c) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code, model architectures, model weights, or underlying structure of the Software;

- (d) use the Software, any Output Data, or any AI Component to develop, train, fine-tune, or otherwise improve any AI system without Provider's prior written consent;
- (e) remove, alter, or obscure any proprietary or restricted rights notices on or in the Software; or
- (f) permit any unauthorized person or automated system to access or use the Software.

4. GOVERNMENT OBLIGATIONS

4.1 The Government shall implement and maintain reasonable security measures consistent with Federal Information Security Modernization Act (FISMA) requirements and applicable NIST guidelines to protect Access Credentials and prevent unauthorized access to the Software.

4.2 The Government shall designate a COR responsible for day-to-day administration of this Agreement.

4.3 The Government shall comply with all applicable Federal laws and regulations in connection with its use of the Software, including the Privacy Act of 1974 (5 U.S.C. § 552a), the E-Government Act of 2002, all applicable Federal information security requirements, and any applicable biometric data policies.

4.4 The Government shall ensure that all required Privacy Act notices, system of records notices (SORNs), and Privacy Impact Assessments (PIAs) are in place before submitting any PII or biometric data to the Software for processing.

4.5 The Government shall provide to the Provider such cooperation, information, and access as are reasonably necessary to enable the Provider to perform its obligations under this Agreement, subject to applicable security and disclosure restrictions.

5. INTELLECTUAL PROPERTY

5.1 Provider IP. All right, title, and interest in and to the Software, including all AI Components, Documentation, algorithms, models, training data, source code, object code, interfaces, and related Intellectual Property Rights, are and shall remain the exclusive property of the Provider and its licensors. Nothing in this Agreement operates to assign or transfer any Intellectual Property Rights from the Provider or its licensors to the Government, except as required by applicable FAR/DFARS data rights clauses.

5.2 Government Data Ownership. The Government retains all right, title, and interest in and to Customer Data. The Government grants to the Provider a limited, non-exclusive license to use, process, and store Customer Data solely to the extent necessary to provide the Software and perform obligations under this Agreement.

5.3 Output Data. As between the parties, the Government shall own the Output Data generated from the processing of Customer Data. Provider retains all Intellectual Property Rights in the underlying models, algorithms, and technology used to generate such Output Data.

5.4 No Training on Government Data. Provider shall not use Customer Data or Output Data to train, retrain, fine-tune, or otherwise improve any AI Component or machine-learning model without the Government's prior written consent consistent with applicable Federal data governance policies.

5.5 Rights in Data — General. The provisions of FAR 52.227-14 (Rights in Data—General) are incorporated by reference and shall govern the Government's rights in any data first produced or delivered under this Agreement. For defense acquisitions, DFARS 252.227-7013 and 252.227-7014 apply as applicable.

6. CHARGES AND PAYMENT

6.1 Subject to the availability of appropriated funds and the Anti-Deficiency Act (31 U.S.C. § 1341), the Government shall pay the Charges to the Provider in accordance with the payment terms set out in Exhibit A.

6.2 Anti-Deficiency Act Compliance. This Agreement does not obligate the Government in excess of currently available appropriations. Provider acknowledges that the Government's obligations under this Agreement are contingent upon and limited to funds appropriated, authorized, and allocated for the purposes of this Agreement. Nothing in this Agreement shall be construed to require the Government to expend funds in violation of the Anti-Deficiency Act.

6.3 Prompt Payment. Invoices shall be paid in accordance with the Prompt Payment Act (31 U.S.C. §§ 3901–3907) and FAR 52.232-25. Interest on overdue payments shall accrue at the applicable Treasury rate in accordance with the Prompt Payment Act, and not at any rate specified elsewhere in this Agreement.

6.4 Invoicing. Provider shall submit invoices in accordance with Exhibit A through the Government's designated invoicing system (e.g., IPP, Wide Area WorkFlow (WAWF), or successor system).

6.5 No Renewal Pricing Escalation Beyond Appropriated Amounts. Any price adjustment for a Renewal Term is subject to issuance of a new or modified task order by the CO and availability of funds; Provider's unilateral price escalation notices shall have no binding effect on the Government.

7. SUPPORT AND MAINTENANCE

7.1 Provider shall provide commercially reasonable technical support for the Software during Business Hours (9:00 AM to 5:00 PM Eastern Time, Monday through Friday, excluding Federal holidays).

7.2 Support shall be available via email and the Provider's web-based ticketing system. Government users may also submit support requests through the designated COR.

7.3 Provider shall use commercially reasonable efforts to maintain Software availability and to apply security patches and updates in a timely manner, consistent with Government security review and authorization requirements.

7.4 Scheduled maintenance windows shall be coordinated with the COR with reasonable advance notice.

8. DATA PROTECTION AND FEDERAL PRIVACY REQUIREMENTS

8.1 Privacy Act Compliance. Provider shall comply with the Privacy Act of 1974 (5 U.S.C. § 552a) with respect to any system of records maintained on behalf of the Government, consistent with FAR 52.224-1 and FAR 52.224-2.

8.2 FISMA Compliance. Provider shall comply with applicable Federal information security requirements under FISMA (44 U.S.C. § 3551 et seq.), including implementation of NIST SP 800-53 security controls at the impact level specified in Exhibit A, and shall support the Government's Authority to Operate (ATO) process as required.

8.3 FedRAMP. If the Software is authorized under the Federal Risk and Authorization Management Program (FedRAMP) at the applicable impact level, Provider shall maintain such authorization during the Term and promptly notify the Government of any change in FedRAMP authorization status.

8.4 Biometric and Sensitive Data. Provider shall handle biometric data and identity documents processed under this Agreement in compliance with applicable Federal requirements, including OMB Memorandum M-03-22, agency-specific biometric policies, and any Privacy Impact Assessment requirements. Provider shall not disclose such data to any third party except as required to perform under this Agreement or as required by law.

8.5 Breach Notification. Provider shall notify the Government's COR and designated Privacy Officer without undue delay, and in any case within seventy-two (72) hours (or as required under applicable Federal incident reporting requirements, whichever is sooner), upon becoming aware of any breach or suspected breach of Government data. Provider shall cooperate with the Government's incident response procedures and US-CERT reporting requirements.

8.6 Data Retention and Disposal. Upon termination, Provider shall, at the Government's direction, return, delete, or destroy all Government data within thirty (30) days in a manner consistent with NIST SP 800-88

(Guidelines for Media Sanitization) and applicable Federal records retention requirements. Provider shall provide written certification of destruction upon request.

8.7 Third-Party Subprocessors. Provider shall not engage subprocessors to process Government data without the Government's prior written consent, consistent with FAR Subpart 44.2 (consent to subcontract) requirements.

9. WARRANTIES AND DISCLAIMERS

9.1 Provider Warranties. Provider warrants that:

- (a) it has the legal right and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) it has the right to resell and sublicense the Software to the Government as contemplated herein;
- (c) the Software will perform materially in accordance with the Documentation during the Term; and
- (d) it will provide services under this Agreement with reasonable skill and care in accordance with applicable industry standards.

9.2 Government Warranties. The Government warrants that it has the legal right and authority to enter into this Agreement and that its use of the Software will comply with all applicable laws and regulations.

9.3 AI Disclaimer. THE GOVERNMENT ACKNOWLEDGES AND AGREES THAT:

- (a) THE SOFTWARE UTILIZES ARTIFICIAL INTELLIGENCE AND MACHINE-LEARNING TECHNOLOGY, AND NO AI SYSTEM IS INFALLIBLE. THE SOFTWARE MAY PRODUCE INACCURATE, INCOMPLETE, OR ERRONEOUS RESULTS;
- (b) OUTPUT DATA IS PROVIDED ON AN "AS-IS" BASIS AND SHOULD NOT BE RELIED UPON AS THE SOLE BASIS FOR ANY DECISION WITH LEGAL, FINANCIAL, OR MATERIAL CONSEQUENCES WITHOUT INDEPENDENT HUMAN REVIEW, CONSISTENT WITH APPLICABLE OMB GUIDANCE ON AUTOMATED DECISION-MAKING;
- (c) PROVIDER DOES NOT WARRANT THAT THE SOFTWARE WILL DETECT ALL INSTANCES OF FRAUD, IDENTITY MISREPRESENTATION, OR DOCUMENT FORGERY; AND
- (d) THE GOVERNMENT IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOFTWARE FOR ITS INTENDED USE AND FOR ANY DECISIONS MADE BASED ON OUTPUT DATA.

9.4 General Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, THE SOFTWARE IS PROVIDED "AS IS." PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FEDERAL LAW.

10. CONFIDENTIALITY AND FREEDOM OF INFORMATION ACT

10.1 Definition. Each party's "Confidential Information" means non-public information disclosed by or on behalf of that party that is marked as confidential or that the receiving party should reasonably understand to be confidential. Provider's Confidential Information expressly includes all non-public aspects of the Software, including AI Components, algorithms, model architectures, and training methodologies. Government's Confidential Information expressly includes all Customer Data.

10.2 Obligations. Each party shall: (a) keep the other party's Confidential Information strictly confidential; (b) not disclose it except as permitted herein; (c) protect it with at least the same degree of care it uses for its own confidential information of a similar nature, and in no event less than reasonable care; and (d) use it solely for purposes of this Agreement.

10.3 FOIA. Notwithstanding any other provision, the Government's obligations under this Section 10 are subject to the Freedom of Information Act (5 U.S.C. § 552) and applicable agency FOIA policies. Provider agrees to cooperate with the Government in responding to FOIA requests affecting Provider

information and shall promptly notify the CO of any request. The Government shall apply applicable FOIA exemptions (including Exemption 4 for trade secrets and commercial/financial information) to the extent permitted by law.

10.4 Exceptions. The obligations in this Section 10 do not apply to information that: (a) was known to the receiving party before disclosure and not subject to any obligation of confidentiality; (b) is or becomes publicly available through no fault of the receiving party; (c) is received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

10.5 Compelled Disclosure. If a party is required by law, regulation, congressional inquiry, or court order to disclose the other party's Confidential Information, it shall provide prompt prior notice to the disclosing party to the extent legally permitted, and disclose only the minimum information required.

10.6 Survival. The obligations in this Section 10 shall survive termination of this Agreement for a period of five (5) years; obligations relating to trade secrets (including AI Components) shall survive for so long as such information remains a trade secret under applicable law.

11. INDEMNIFICATION

11.1 Provider Indemnity. Provider shall indemnify, defend, and hold harmless the Government from and against any third-party claims, damages, losses, costs, and expenses arising from: (a) any infringement of a third party's Intellectual Property Rights by the Software as provided to the Government; or (b) any material breach by the Provider of this Agreement.

11.2 IP Remedy. If the Software becomes the subject of an infringement claim, Provider may at its option and expense: (a) procure for the Government the right to continue using the Software; (b) modify the Software to be non-infringing; or (c) if neither (a) nor (b) is commercially practicable, terminate this Agreement and refund any prepaid Charges for the unused portion of the Term.

11.3 Government Indemnity. The Government's agreement to indemnify Provider is subject to the Federal Tort Claims Act (28 U.S.C. §§ 2671–2680) and applicable appropriations law. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.

11.4 Procedures. The indemnified party shall promptly notify the indemnifying party of any claim, allow the indemnifying party to control the defense and settlement (subject to Government approval rights), and provide reasonable cooperation at the indemnifying party's expense.

12. LIMITATION OF LIABILITY

12.1 Exclusion of Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Aggregate Cap. EXCEPT FOR OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY) OR SECTION 11 (INDEMNIFICATION), EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL CHARGES PAID OR PAYABLE BY THE GOVERNMENT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Federal Law Exceptions. Nothing in this Section 12 shall limit liability for: (a) death or personal injury resulting from negligence; (b) fraud or fraudulent misrepresentation; (c) willful misconduct or gross negligence; or (d) any liability that cannot be limited or excluded under applicable Federal law.

12.4 Government Liability. Provider acknowledges that the Government's liability for damages is subject to applicable Federal laws, including the Tucker Act (28 U.S.C. § 1491), the Contract Disputes Act (41 U.S.C. §§ 7101–7109), and applicable appropriations law.

12.5 AI-Specific Limitation. Without limiting Section 12.1, Provider shall have no liability for losses arising from: (a) decisions made by the Government based on Output Data; (b) false positives or false negatives in the Software's identity verification results; or (c) the Government's failure to implement appropriate human review processes for Output Data.

13. DISPUTES

13.1 Contract Disputes Act. Any dispute arising under or relating to this Agreement shall be resolved in accordance with the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101–7109) and the procedures set forth in FAR Part 33.

13.2 Continued Performance. Provider shall proceed diligently with performance pending final resolution of any dispute or claim, including appeals or arbitration, unless otherwise directed by the CO or a court of competent jurisdiction.

13.3 This Section 13 supersedes Sections 18.1 and 18.2 of the standard commercial terms, which are not applicable to Federal Government acquisitions.

14. TERMINATION

14.1 Termination for Convenience. The Government may terminate this Agreement in whole or in part for the convenience of the Government in accordance with FAR 52.249-1 (Termination for Convenience of the Government — Fixed-Price) or the applicable termination for convenience clause. Provider shall be entitled to an equitable settlement in accordance with applicable FAR provisions.

14.2 Termination for Default/Cause. Either party may terminate this Agreement for cause pursuant to FAR 52.249-8 (Default — Fixed-Price Supply and Service) or equivalent clause, as applicable.

14.3 Termination for Non-Appropriation. Either party may terminate this Agreement without liability upon written notice if funds are not appropriated or otherwise made available for the continuance of this Agreement in any fiscal year, and the Government is unable to obligate payment for the continuation of this Agreement.

14.4 Effects of Termination. Upon termination: (a) all licenses granted hereunder shall immediately cease; (b) the Government shall immediately cease all use of the Software and destroy or return Documentation; (c) the Government shall pay all Charges accrued through the date of termination; (d) Provider shall refund any prepaid Charges for the unused portion of the Term where the Government terminates for cause; and (e) each party shall return or destroy the other party's Confidential Information in accordance with Section 10.

14.5 Survival. Sections 3.5 and 3.3 (Restrictions and Restricted Rights), 5 (Intellectual Property), 9.3 and 9.4 (Disclaimers), 10 (Confidentiality), 11 (Indemnification), 12 (Limitation of Liability), 13 (Disputes), 14.4 and 14.5, and 16 through 19 shall survive any termination or expiration of this Agreement.

15. REQUIRED FEDERAL ACQUISITION CLAUSES

15.1 The following FAR and DFARS clauses are incorporated by reference (current as of the Effective Date, with the same force and effect as if set forth in full text). In the event of any conflict between the clauses in this Section 15 and any other provision of this Agreement, the FAR/DFARS clauses shall control.

FAR Clauses Incorporated by Reference:

- (a) FAR 52.202-1 — Definitions
- (b) FAR 52.203-3 — Gratuities
- (c) FAR 52.203-12 — Limitation on Payments to Influence Certain Federal Transactions
- (d) FAR 52.204-21 — Basic Safeguarding of Covered Contractor Information Systems

- (e) FAR 52.204-23 — Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab
- (f) FAR 52.204-25 — Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Section 889)
- (g) FAR 52.222-21 — Prohibition of Segregated Facilities
- (h) FAR 52.222-26 — Equal Opportunity
- (i) FAR 52.224-1 — Privacy Act Notification
- (j) FAR 52.224-2 — Privacy Act
- (k) FAR 52.227-14 — Rights in Data—General
- (l) FAR 52.227-19 — Commercial Computer Software—Restricted Rights
- (m) FAR 52.232-25 — Prompt Payment
- (n) FAR 52.244-6 — Subcontracts for Commercial Products and Commercial Services
- (o) FAR 52.249-1 — Termination for Convenience of the Government (Fixed-Price) (Short Form)

DFARS Clauses Incorporated by Reference (Defense Acquisitions, as applicable):

- (a) DFARS 252.204-7012 — Safeguarding Covered Defense Information and Cyber Incident Reporting
- (b) DFARS 252.204-7019 — Notice of NIST SP 800-171 DoD Assessment Requirements
- (c) DFARS 252.204-7020 — NIST SP 800-171 DoD Assessment Requirements
- (d) DFARS 252.204-7021 — Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement
- (e) DFARS 252.227-7013 — Rights in Technical Data—Other Than Commercial Products and Commercial Services
- (f) DFARS 252.227-7014 — Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation
- (g) DFARS 252.239-7010 — Cloud Computing Services

16. NON-SOLICITATION

16.1 During the Term and for twelve (12) months following termination, the Government shall not, through official procurement actions, directly solicit or knowingly facilitate the hiring of any employee or contractor of the Provider who was materially involved in the performance of this Agreement, without the Provider's prior written consent. Nothing in this section limits the Government's right to conduct open competitive procurements.

17. PUBLICITY

17.1 Neither party may make any public disclosure relating to this Agreement without the prior written consent of the other party, except as required by the Federal Acquisition Regulation, applicable law, congressional inquiry, audit, or oversight requirement.

18. FORCE MAJEURE

18.1 Neither party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including natural disasters, pandemics, acts of government, power failures, internet outages, or cyberattacks ("Force Majeure Event").

18.2 The affected party shall promptly notify the other party and use commercially reasonable efforts to mitigate the impact. Government obligations under this Agreement remain subject to the Prompt Payment Act and applicable appropriations law notwithstanding this Section 18.

19. GENERAL PROVISIONS

- 19.1** Governing Law. This Agreement shall be governed by and construed in accordance with the Federal Acquisition Regulation, other applicable Federal laws and regulations, and, to the extent not inconsistent, the laws of the Commonwealth of Virginia.
- 19.2** Entire Agreement. This Agreement, together with all Exhibits and incorporated FAR/DFARS clauses, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings.
- 19.3** Amendment. This Agreement may not be amended except by a written instrument signed by both parties and, where required, approved by the CO.
- 19.4** Severability. If any provision is held invalid or unenforceable under applicable Federal law, the remaining provisions shall continue in full force and effect.
- 19.5** Waiver. No waiver of any breach shall constitute a waiver of any subsequent breach. No waiver shall be effective unless in writing.
- 19.6** Notices. All notices shall be in writing and delivered by email (with confirmation of receipt), nationally recognized overnight courier, or certified mail to the addresses set forth in Exhibit A.
- 19.7** Independent Contractor. Provider is an independent contractor. Nothing in this Agreement creates an employment or agency relationship between Provider's personnel and the Government.
- 19.8** Assignment. Provider may not assign this Agreement without prior written consent of the CO, consistent with FAR Part 42. Any assignment without such consent shall be void.
- 19.9** Export Compliance. Each party shall comply with all applicable export control laws and regulations, including the Export Administration Regulations (EAR) and ITAR, as applicable.
- 19.10** Anti-Corruption. Each party warrants compliance with the U.S. Foreign Corrupt Practices Act and all applicable anti-bribery and anti-corruption laws.
- 19.11** Order of Precedence. In the event of a conflict among documents, the order of precedence shall be: (1) applicable law and FAR/DFARS clauses; (2) the task order or Federal contract; (3) this Agreement; (4) Exhibit A and other Exhibits.

EXECUTION.

The parties have indicated their acceptance of this Agreement by executing below. The Government's authorized signature must be by a Contracting Officer with actual authority to bind the Government.

UBERETHER, INC.	U.S. FEDERAL GOVERNMENT
Signature: _____	Contracting Officer Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Provider DUNS/UEI:	CO Warrant Number:

_____	_____
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EXHIBIT A — ORDER FORM

This Exhibit specifies the subscription tier, authorized users, charges, payment schedule, term, and notice addresses for the Agreement.

Field	Value
Agency / Ordering Activity	[]
Agency Address	[]
Contract / Order Number	[]
Program Office / COR Name	[]
COR Email	[]
Subscription Tier	[Starter / Professional / Enterprise]
Number of Authorized Users	[]
Additional Applications Onboarded	[]
Impact Level (FedRAMP)	[FedRAMP Moderate / High / DoD IL4 / IL5] / None
Initial Term	[12 / 24 / 36] months from Effective Date
Deployment Fee (one-time)	[\$[]]
Annual Subscription Fee	[\$[]]
Payment Terms	Per Prompt Payment Act; Net 30 from invoice acceptance
Invoicing Schedule	[Annual in advance]
Invoicing System	[IPP / WAWF / Other]
Provider Notice Address	UberEther Inc., 23465 Rock Haven Way, Ste 150, Sterling, VA 20166; Attn: Contracts
Provider Notice Email	contracts@uberether.com
Agency Notice Address	[]
Agency Notice Email	[]
Applicable Data Rights	[Restricted Rights / Government Purpose Rights / Unlimited Rights — per Section 3]

UberEther, Inc. — Onboard.id End User License Agreement — U.S. Federal Government Edition