

NETSKOPE SUBSCRIPTION SERVICES AGREEMENT (FOR GSA INDIRECT SALES)

THIS NETSKOPE SUBSCRIPTION SERVICES AGREEMENT ("Agreement") GOVERNS THE USE OF THE SERVICES, AND ANY RELATED PROFESSIONAL SERVICES AND SUPPORT SERVICES DESCRIBED HEREIN TO BE PROVIDED BY NETSKOPE, INC. ("Netskope"). CUSTOMER IS PERMITTED TO ACCESS AND USE THE SERVICES AND PURCHASE RELATED PROFESSIONAL SERVICES AND TRAINING SERVICES ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, the applicable GSA Multiple Award Schedule(MAS) Contract, AND THE ORDER FORM(S). This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes all prior discussions and agreements, whether written or oral, with respect to such subject matter. Netskope is not a party to this Agreement, and is not bound with respect to Order Forms between the Parties.

1. **Definitions.** Capitalized terms used in this Agreement are defined in this section or in the section of this Agreement where they are first used.

1.1 **"Affiliate"** means any present or future entity controlling, controlled by, or under common control with, a Party.

1.2 **"Customer"** means the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order ADM4800.21 ("GSA Order"), as such order may be revised from time to time.

1.3 **"Customer Data"** means all data or information submitted by or on behalf of Customer to the Services. Customer Data includes the log files generated by the Services as a result of processing Customer Data.

1.4 **"Customer Materials"** means any Customer information, facilities, systems or property (including intellectual property).

1.5 **"Documentation"** means Netskope's published documentation and user guide for the Services, as Netskope may update from time to time.

1.6 **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs designed to impede use of the Services or systems connected to the Services.

1.7 **"Order Form"** means a purchase order or other ordering document pursuant to which Customer places an order through a Reseller for the Services and/or Professional Services. Each Order Form shall include the Services ordered, capacity licensed (i.e. the number of Users, etc.), Professional Services (if any), pricing, bill to, sold to, and the Subscription Term. Order Forms shall be subject solely to and incorporate by reference the terms of this Agreement, the GSA MAS Contract, and any of the Ordering Activity's applicable terms and conditions. To the extent of a conflict or inconsistency between the provisions of this Agreement and an Order Form, the conflict shall be resolved in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(s) Order of Precedence.

1.8 **"Party"** means Customer and GSA MAS Contractor individually, and both may be referred to collectively as the **"Parties."**

1.9 **"Professional Services"** means training and professional services provided by Netskope to Customer for implementation of the Services, as provided in the applicable Order Form(s) and Statement of Work as applicable.

1.10 **"Reseller"** means a third party reseller authorized by Netskope to sell Subscriptions.

1.11 **"Services"** means the online, Web-based applications provided by Netskope that are set forth in Order Form.

1.12 **"Service Level Agreement" or "SLA"** means the terms set forth in Netskope's standard service description which provides support and service level measurements and targets with respect to the Services.

1.13 **"Statement of Work"** means a statement of work, work order or similar document that specifies certain Professional Services to be provided by Netskope and related requirements. Each Statement of Work shall incorporate this Agreement by reference.

1.14 **“Subscription”** means access by Customer to the Services for a limited period purchased by Customer from Netskope pursuant to each Order Form.

1.15 **“Subscription Term”** means the initial period of time in which each Subscription remains in effect as provided in the applicable Order Form, and all renewals thereof purchased by Customer, as provided in this Agreement.

1.16 **“Users”** means the individuals using Customer’s network (which may include Customer’s and its Affiliates’ employees, contractors and other third parties authorized by Customer) whose use of the network is covered by or accesses the Services. For clarity, an individual is a single “User” regardless of how many devices through which such individual accesses the Customer’s network or Services.

2. **Services.**

2.1 **Provision of Services; Access Rights.** Services are purchased as Subscriptions for up to the number of Users purchased. Netskope shall make the Services available to Customer during the Subscription Term purchased pursuant to Order Forms under this Agreement. Subject to the terms of this Agreement, Netskope grants Customer a non-exclusive, non-transferable (except as otherwise stated in this Agreement) right during the Subscription Term to access and use the Services for the number of Users set forth in Order Forms, solely for Customer’s own purposes in accordance with the Documentation. Licensed use includes use by Customer’s Affiliates, service providers other third parties authorized by Customer (collectively, **“Authorized Parties”**) provided that Customer shall remain responsible for all use by the Authorized Parties under Customer’s account. Customer and Netskope shall work in good faith throughout the Subscription Term to determine if actual Users exceed the number of licensed Users stated on Order Form(s), including Customer providing written certification or sufficient information to confirm the number of Users provisioned by Customer as reasonably requested by Netskope. If the number of actual Users exceeds the number of licensed Users, the GSA MAS Contractor shall invoice Customer for additional licenses sufficient for all actual Users.

2.2 **Software License.** If Netskope provides software for Customer’s use in connection with the Subscription , then Netskope grants Customer a nonexclusive, nontransferable (except as otherwise stated in this Agreement) license to install and use the software only in object code form on compatible devices identified in the Documentation, solely in conjunction with Customer’s licensed use of the Services during the Subscription Term. Customer may sublicense such software to Authorized Parties as necessary for Customer’s use of the Services, provided that Customer remains responsible for Authorized Parties’ use of the software in accordance with this Agreement. Except as expressly licensed above, Netskope retains all ownership of and rights in the software. The software may not be decompiled, disassembled, decoded, reverse engineered, or modified, nor may it be disclosed, distributed or made available to third parties other than Authorized Parties accessing the Services.

2.3 **Support; Netskope Responsibilities.** During the Subscription Term, Netskope will provide basic support for the Services to Customer as described in Netskope’s standard support services description. If Customer purchases upgraded support, then Netskope will provide the upgraded support stated on the Order Form. Netskope will use commercially reasonable efforts to make the Services available in accordance with the standard service levels provided for the Services. Netskope will provide the Services in accordance with applicable laws and government regulations. Netskope may, without liability, suspend the Services to some or all of the Users to the extent necessary: (a) following a possible or actual security breach or cyber-attack, (b) in order to protect Netskope’s systems; or (c) if required by a governmental entity or law enforcement agency. Customer shall receive notification of such suspension, to the extent and in the manner, that Netskope provides a notification to all of its affected customers.

2.4 **Professional Services.** Netskope will provide the Professional Services that are specified in an Order Form and, if applicable, execution of a Statement of Work.

2.5 **Customer Responsibilities.** Customer shall (i) be responsible for its Affiliates’ and Users’ compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data as delivered to Netskope and of the means by which it acquired such Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Netskope promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations. Customer shall not (a) make the Services available to or for the benefit of any third party other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

2.6 **Purchases through Resellers.** The Services may be purchased through Resellers, and Order Forms include orders placed by Resellers on behalf of Customer. The terms of this Agreement apply to Services purchased through Resellers, except the fees charged by the Reseller and terms relating to invoicing, currency, payment and taxes shall be as agreed between Customer and the Reseller. All other obligations of Netskope regarding Services ordered from Resellers are only as expressly set forth in this Agreement; Resellers are not authorized to bind or obligate Netskope to any different or additional terms or commitments. With respect to obligations between Netskope and Customer, in the event of a conflict between the terms of this Agreement and the terms of the agreement between Customer and the Reseller, the conflict shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

2.7 **Fees.** Subscription fees are invoiced after acceptance of the Subscription Term. Subscription fees do not include training, which may be purchased at an additional charge.

3. **Proprietary Rights.**

3.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Netskope reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights, express or implied, are granted to Customer other than as expressly set forth herein.

3.2 **Restrictions.** Customer shall not (i) permit any third party to access the Services unless otherwise expressly permitted in this Agreement or in an Order Form; (ii) create derivative works based on the Services; (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes; (iv) reverse engineer or otherwise seek to discover any underlying algorithms or nonpublic aspects of the Services; (v) publicly disseminate Services performance information or analysis (including without limitation benchmarks) except with Netskope's prior written consent; or (vi) access the Services in order to (a) build a competitive product or service, (b) copy any features, functions or graphics of the Services, or (c) attempt to gain unauthorized access to the Services, its systems or software.

3.3 **Ownership of Customer Data.** As between Netskope and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.

3.4 **Aggregated Data.** Netskope shall be permitted to use the Aggregated Data generated in connection with Customer's use of the Services for purposes of (a) maintaining, improving and/or analyzing the Services, including analytics and reporting, (b) complying with all legal or contractual requirements, (c) making information regarding threats, vulnerabilities, malicious attacks, unwanted content and other networking issues available to its licensors and partners; and (d) developing and publishing measures and reports based on Aggregated Data. "**Aggregated Data**" means data related to Customer's use of the Services (i) in a form which neither Customer's nor Customer User identities may be derived, (ii) not identifiable to any person or entity, and (iii) combined with the data of other customers or additional data sources. The foregoing shall not limit Netskope's confidentiality obligations pursuant to the "Confidentiality" section below.

4. **Confidentiality.**

4.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; Confidential Information of Netskope shall include the Services and performance information regarding the Services; Confidential Information of each Party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2 **Confidentiality Period.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

4.3 **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose any Confidential Information of the Disclosing Party for any

purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Additionally, the Receiving Party shall provide prompt notification to the Disclosing Party of any unauthorized access to or disclosure of Confidential Information.

4.4 **Protection of Customer Data.** Without limiting the above, Netskope shall use commercially reasonable efforts to maintain appropriate administrative, physical, and technical safeguards designed for the protection of the privacy, security, confidentiality and integrity of Customer Data as set forth in Netskope's then current Privacy and Security Obligations, which are made available to Customer upon request. Not more than once per year during the Subscription Term, Netskope will provide Customer with a copy of Netskope's most recent SOC2 or similar third party annual audit report upon Customer's request. Further, Netskope shall not (i) disclose Customer Data except as compelled by law in accordance with the "Compelled Disclosure" section below or as expressly permitted in writing by Customer, or (ii) access or use Customer Data except to prevent or address service or technical problems, or at Customer's request in connection with customer support matters. Netskope shall notify Customer promptly if Netskope becomes aware of an unauthorized acquisition or use of Customer Data in connection with the Services.

4.5 **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

4.6 **Return of Materials.** Upon termination of this Agreement or Order Form, each Receiving Party will deliver to the Disclosing Party or destroy and certify destruction (at the Disclosing Party's election) all Confidential Information of the Disclosing Party.

4.7 **No Publicity.** Any public references to Customer or use of any Customer logo, brand or trademark are prohibited without Customer's prior written approval.

5. **Warranties and Disclaimers.**

5.1 **Netskope Warranties.** Netskope warrants that, during the Subscription Term, (i) the Services shall perform materially in accordance with the Documentation, (ii) the functionality and security of the Services will not be materially decreased, and (iii) Netskope will employ then-current industry standard measures to test the Services to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs designed to negatively impact the operation or performance of the Services. As Customer's exclusive remedy and Netskope's entire liability for a breach of the warranties set forth in this section, Netskope shall use commercially reasonable efforts to correct the non-conforming Services, and in the event Netskope fails to successfully correct the Services within a reasonable time after receipt of written notice from Customer identifying the non-conformity, then Customer shall be entitled to terminate the applicable Services and receive a refund of any prepaid, unused fees for the remainder of the Subscription Term of the non-conforming Services in accordance with the "Termination for Cause" and "Refund or Payment upon Termination" sections below.

5.2 **Mutual Warranties.** Each Party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other Party any Malicious Code (except for Malicious Code previously transmitted to the warranting Party by the other Party).

5.3 **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, NETSKOPE AND ITS SUPPLIERS HEREBY DISCLAIM ALL (AND HAVE NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES RELATING TO THE SERVICES, PROFESSIONAL SERVICES, ANY SOFTWARE PROVIDED OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NETSKOPE MAKES NO WARRANTY REGARDING ANY THIRD PARTY SERVICE WITH WHICH THE SERVICE MAY INTEROPERATE.

6. Indemnifications.

6.1 **Indemnification by Netskope.** Netskope may be permitted to participate in the defense of the Customer against any claim, demand, suit, or proceeding (“**Claim**”) made or brought against Customer by a third party alleging that the Services or Professional Services as provided hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, or agreed to by Netskope in settlement of, any such Claim.

6.2 **Indemnification Procedures.** As a condition to Netskope’s obligation to indemnify Customer under this Agreement, Customer will: (a) provide the Indemnifying Party with prompt written notice of any Claim that would give rise to liability of the Indemnifying Party under this Agreement, provided that failure to give timely notice will not relieve Netskope of its obligations to the extent that such failure does not materially prejudice the Netskope’s ability to defend or settle such Claim without liability; (b) allow Netskope to participate in the defense and settlement of such Claim, provided that Netskope will not settle any such Claim in a manner that does not fully discharge the Claim or imposes obligations on Customer, without the written consent of Netskope; (c) provide Netskope, at Netskope’s expense, with such assistance with respect to the Claim as Netskope may reasonably request; and (d) not disclose the terms of any settlement with respect to the Claim unless required to do so by judicial or other government order, and will not publicize, or permit any third party to publicize, any such settlement without Netskope’s prior written consent. Further, Customer may participate in the defense or settlement of a Claim with its own counsel at its expense.

6.3 **Exclusive Remedy.** This “Indemnification” section states Netskope’s sole liability to, and Customer’s exclusive remedy against Netskope for any type of Claim described in this section.

7. Limitation of Liability.

7.1 **Limitation of Liability** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF CONFIDENTIALITY AND EACH PARTY’S INDEMNIFICATION OBLIGATIONS, OR CUSTOMER’S LIABILITY FOR BREACH OF USE RESTRICTIONS, IN NO EVENT SHALL EITHER PARTY’S OR NETSKOPE’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE PRIOR TWELVE MONTH PERIOD.

7.2 **Exclusion of Consequential and Related Damages.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF CONFIDENTIALITY OR CUSTOMER’S LIABILITY FOR BREACH OF USE RESTRICTIONS, NEITHER CUSTOMER, NETSKOPE, NOR NETSKOPE’S SUPPLIERS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. Term and Termination.

8.1 **Term of Agreement.** This Agreement commences on the Effective Date and continues until all Subscription Terms pursuant to this Agreement have expired or been terminated.

8.2 **Term of Subscriptions.** Subscription Terms begin on the start date specified in the applicable Order Form and continue for the period of the Subscription Term specified therein. Prior to the end of the then current Subscription Term, the GSA MAS Contractor will provide a reminder and quotation for a renewal Subscription Term.

8.3 **Termination.** Termination of this agreement shall be governed by GSAR 552.212-4.

8.4 **Return of Customer Data.** Promptly upon request by Customer made within ninety (90) days after the effective date of termination, Netskope will make available to Customer for download a file of Customer Data stored in the Services in their native format. After such 90-day period, Netskope shall, unless legally prohibited, delete all Customer Data stored by the Services and certify destruction of the same in writing.

8.5 **Surviving Provisions.** The sections titled “Proprietary Rights,” “Confidentiality,” “Warranties and Disclaimers,” “Indemnification,” “Limitation of Liability,” “Return of Customer Data,” “Surviving Provisions” and “General Provisions” shall survive any termination or expiration of this Agreement.

9. **Insurance.**

9.1 **Liability Insurance.** Without limitation to the remainder of this section, Netskope shall maintain in force reasonable liability insurance to protect Netskope from: (i) claims under workers' compensation and state disability acts; and (ii) claims of personal injury (or death) or tangible or intangible property damage (including loss of use) that arise out of any act or omission of Netskope or any Netskope personnel.

9.2 **Required Coverage.** Netskope warrants that it shall maintain for the term of this Agreement (a) all insurance coverage required by law; (b) Errors and Omissions-Professional Liability insurance with a limit not less than USD \$5,000,000, including coverage for liability arising from any actual or alleged error, breach of duty, or negligent act or omission in the conduct of Netskope's performance of the Services; (c) Commercial General Liability insurance appropriate to the Netskope's industry with a limit not less than USD \$5,000,000; and (d) commercial automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage, including automobile uninsured/underinsured motorist protection endorsements, covering all owned, leased, non-owned and hired vehicles used in the performance of the Netskope's obligations under this Agreement with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. Netskope may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance. All the foregoing insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Insurance companies providing coverage under this Agreement must be rated by A.M. Best with at least an A- rating and a financial size category of at least Class VII.

9.3 **Claims Made.** If the insurance policy is written on a claims-made basis, Netskope warrants that any retroactive date applicable to the policy precedes the Effective Date and that continuous coverage shall be maintained for the term of the Agreement and a period of at least one (1) year after termination of this Agreement.

9.4 **No Limitation.** The insurance obligations of this section shall not limit Netskope's indemnity obligations hereunder.

10. **General Provisions.**

10.1 **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

10.2 **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

10.3 **Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after placement with a recognized international courier for next business day delivery with confirmation of delivery, and (iii), except for notices of breach, termination or an indemnifiable claim ("**Legal Notices**"), the first business day after sending by email. Notices to Customer shall be addressed to Attn: Legal. All service-related notices to Customer shall be addressed to the relevant support contacts designated by Customer. Notices to Netskope shall be addressed to Netskope's designated business contact for this Agreement. Legal Notices to Netskope shall also be addressed to Attn: Legal.

10.4 **Government End User.** If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Services constitute software and documentation and are provided as "Commercial Items" as defined in 48 C.F.R. 2.101 and are being licensed to U.S. government User as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government End User Section 12.8 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

10.5 **Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

10.6 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision

to the fullest extent permitted by law, and the remaining provisions of this Agreement and the Carahsoft MAS 70 Contract shall remain in effect.

10.7 **Governing Law and Venue.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the federal laws of the United States.

10.8 **Modification.** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the GSA MAS Contractor and a GSA Contracting Officer.