

Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213

- 1. Scope.** This Carahsoft Rider and the Manufacturer’s Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or “Licensee”).
- 2. Applicability.** The terms and conditions in the attached Manufacturer’s CSA are hereby incorporated by reference 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 Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft’s Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:

 - (a) Contracting Parties.** The Government customer (Licensee) is the “Ordering Activity”, defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

End User License Agreement

The terms contained in this End User License Agreement (“Agreement”) apply to a customer (“Customer”) of the SeamlessDocs Software and related Service that was distributed through a prime contract entered into by the Customer and Carahsoft Technology Corporation (Carahsoft). This Agreement governs the license of the SeamlessDocs Software being provided to the Customer and the related services (“Service”) being provided to the Customer by SeamlessDocs, including the content, information, applications and materials made available to the Customer and/or the employees and Contractors of the Customer (“Users”) who are authorized to use the Service under the Customer’s account. After the Software and related Services are ordered and paid for and the Customer account is established with SeamlessDocs, this Agreement will become a binding agreement between Bizodo Inc., doing business as SeamlessDocs (“SeamlessDocs”), and the Customer. The Customer agrees to notify each User of the terms of this EULA and to advise each User of his or her obligation to comply with the EULA terms. The Customer and the Users may be collectively referred to as the “Users” or each “User” where the context so requires.

1. Services. To obtain access to the Service, the Customer and each User will be required to register with and obtain an account with SeamlessDocs by completing a registration form and designating a user ID and password. When registering with SeamlessDocs, each User must (a) provide accurate, current and complete information as requested on the registration form, and (b) maintain and promptly update the registration data to keep it accurate, current and complete. Only the registered User may use the SeamlessDocs account for its, his or her ID and password. The Users must keep their account information and passwords confidential and not allow any other person or party to access or use the Service on their behalf. Each User must contact SeamlessDocs immediately if a User suspects any misuse of his or her account or any security breach in the Service. Each User is responsible for any activities that take place on his or her account. SeamlessDocs is not liable for any loss or damage arising from any unauthorized use of a Customer account or a User account. Where the Customer has provided access to a User account for one of its Users, the Customer has the right to access the User account and the Customer may manage the User account as the Customer sees fit, including the right to reset the password, to suspend or cancel the User account, to view the User account with respect to usage and profile data, how and when the User account is used, and to read any stored Content in the User account.

2. Payment. The fees applicable for the Software license and the Service were provided with the initial purchase documents. SeamlessDocs will bill for the Software license and related Services at the time of the initial purchase, and if the Software license and the Services are renewed, upon the renewal of the Service. The fees stated for the Software license and the Service exclude any sales and use taxes, and the Customer is responsible for any such taxes, if any. Payment for the fees and any applicable taxes shall be paid by the Customer in U.S. dollars, in advance of the term, for the full term of the Service unless specifically agreed otherwise between SeamlessDocs and the Customer, in writing. In addition to the fees, the Customer may also incur charges incidental to using the Service, such as Internet access charges, data roaming charges, and data transmission charges. After the initial service period ends, the use of the Service will be charged at a new price to be negotiated and agreed upon by the Customer and SeamlessDocs. If payment for any subsequent or renewal term is not received by SeamlessDocs at least one business day prior to the start date for the subsequent or renewal Service term, SeamlessDocs may deactivate or suspend the Customer account and all User accounts until the payment for the subsequent or renewal term is received by SeamlessDocs. The Customer has the responsibility for timely paying all outstanding balances and maintaining correct billing information for its account. The Customer acknowledges that SeamlessDocs has no obligation to retain any Customer or User data after the Customer account expires or is delinquent for more than thirty (30) days.

3. Rights and Limits of Use. The Customer is granted a non-exclusive, non-transferable, worldwide right to use the Software and the related Service solely for its internal business purposes. The right of use is conditioned on timely payment for the licensed Software and the Service. All rights not expressly granted are reserved by SeamlessDocs. The Software and the Service may not be used in any way that is illegal or promotes illegal activities, in a manner that might be libelous or defamatory, malicious, harmful to any person or entity, discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or is indecent. The Users agree not to (i) license, sublicense, sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or the Service content in any way, (ii) modify or make derivative works based upon the Software or the Service content, (iii) create Internet "links" to the Service web site or "frame" or "mirror" any Service content on any other server or wireless or Internet-based device, or (iv) reverse engineer or access the Software in order to build competitive software using similar ideas, features, functions or graphics, or copy any ideas, features, functions or graphics of the Software or the Service. The Users may only use the Software and the Service for their internal business purposes and shall not (i) send spam or other duplicative or unsolicited messages in violation of applicable laws, (ii) send or store infringing, obscene, threatening, libelous, or unlawful or tortuous material, including material harmful to children or where it violates third party privacy rights, (iii) send or

store material containing software viruses, worms, Trojan horses or harmful computer code, files, scripts, agents or programs, (iv) interfere with or disrupt the integrity or performance of the Software or the Service, (v) attempt to gain unauthorized access to the Software or the Service, or (vi) use the Software or the Service for any commercial purpose (i.e. soliciting customers, resale, etc.).

4. Account and Service Access. Access to the Service is available at <http://SeamlessDocs.com>. Upon entering into this Agreement (which may include completing and signing other documents), SeamlessDocs will provide the Customer with a username and password for accessing the Service. Access to the Service is only available to the Customer and the Users to whom the Customer grants access. The User names and passwords are personal and shall be considered part of the Confidential Information, however, the Customer employer shall also have access to the information contained in each User account. The Customer acknowledges that it is at all times fully liable for the acts and omissions by its Users whom the Customer has granted access and agrees to indemnify SeamlessDocs for any and all claims and losses relating to the acts and omissions of its Users.

5. Service Level. SeamlessDocs will reasonably attempt to achieve the highest possible access time for the Service, but no warranties of any kind, regarding any specific availability or time of access are granted. The Service is hosted either by SeamlessDocs, or a subcontractor of its choice. All data stored as part of the Service is backed up on a regular basis. If the Users experience loss of data, SeamlessDocs will make reasonable efforts to attempt to restore the lost data from the most recent working backup. However, SeamlessDocs gives no warranty with respect to recovering or restoring any lost User data. The Users are encouraged to make their own backup file of all data stored on the Service and are advised that they can synchronize their respective accounts with a third party service (i.e. DropSeamlessDocs, SeamlessDocs, G-Drive) to create data back-up in real time.

6. User Responsibilities. The Users are responsible for all activity occurring under their respective accounts and must abide by all applicable local, state and federal laws and regulations in connection with the use of the Service, including those laws and regulations related to data privacy and the transmission of technical or personal data. In addition, the Users shall be responsible for abiding by any internal policies and procedures of the Customer and the Customer shall be responsible for ascertaining that its Users abide by its internal policies and procedures. The Customer shall promptly notify SeamlessDocs of any unauthorized use of any password or User account, or any other known or suspected breach of security of the Customer account and/or an User account, and shall also use reasonable efforts to stop any copying or distribution of content that is known or suspected to violate the intellectual property rights of any third party. The Customer and each of the Users also agree not to impersonate another user or provide false identity information to gain access to the Service.

7. User Data. The Customer is fully liable for the legality of all data stored on the Service by it and its Users and is responsible if the User data infringes upon third party rights. If any data stored by the Users violates any law or infringes upon any third party rights, SeamlessDocs shall have the right, without liability to the Customer or any User, to immediately bar access to such data without prior notice to the Customer or the applicable User. The Customer shall be subsequently notified by SeamlessDocs of any such action taken pursuant to this section. Except in the case of aggregated, non-personal anonymous data, SeamlessDocs does not own any data, information or material that the Users may submit to the Service. Thus, the Users shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any data that is submitted to their accounts. If an authorized representative of the Customer has claimed the domain name associated with the Customer account by entering into and agreeing to the terms of the SeamlessDocs End User License Agreement, the administrator shall have control over all data submitted to the Service by those designated Users, and all User data will be deemed to be owned by the employer. Upon request by the Customer Account Administrator, SeamlessDocs may remove, modify, edit or otherwise alter any data. The Customer Account Administrator shall also have the power to block, delete or otherwise modify the access of Users under the Customer account, and shall be solely responsible for the addition and removal of Users under the Customer account.

8. Intellectual Property Rights. SeamlessDocs shall own all right, title and interest, including all related intellectual property rights, in and to the SeamlessDocs technology, the Software, the content and the Service, aggregated, non-personal, anonymous data (e.g. volume of use and system performance) and any suggestions, ideas, enhancement requests, recommendations or other information provided by the Users relating to the Service. This Agreement is not a sale and does not convey to the Users any right of ownership in or related to the Software or the Service, or any intellectual property rights therein. No right is granted to the Customer or any User to use the SeamlessDocs name, logo, or trademarks. All copyrights and other intellectual property rights in the (a) Software on which the Service is based, (b) source code or other Software components, (c) content of the SeamlessDocs website and any text and graphics, and (d) trademarks and tradenames are the sole property of SeamlessDocs. The Customer and Users agree not reproduce or redistribute any software, content, trademarks, or intellectual property in any form.

9. Marketing. SeamlessDocs will not forward marketing material from third parties to the Users, but may forward news relevant to the Users as SeamlessDocs deems necessary or appropriate from time to time.

10. Representations and Warranties. The Customer and SeamlessDocs both represent and warrant that they have the power and authority to enter into this Agreement. SeamlessDocs also represents and warrants that it will provide the Service in a manner consistent with general industry standards and that the Service will perform substantially in accordance with the online SeamlessDocs help documentation under normal use and circumstances. The Customer, and each User, also represent and warrant that they have not falsely identified themselves or provided any false information to gain access to the Service, and the Customer certifies that the billing information supplied to SeamlessDocs is correct.

11. NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEAMLESSDOCS MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

12. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SEAMLESSDOCS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE, OR CONTENT HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF SEAMLESSDOCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF SEAMLESSDOCS AND ITS AFFILIATES RELATING TO THE SERVICE WILL BE LIMITED TO THE AGGREGATE FEES PAID TO SEAMLESSDOCS FOR THE SERVICE. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE THE CUSTOMER FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

13. Force Majeure. SeamlessDocs is not to be responsible for force majeure events, including but not limited to wars, riots, uprisings, strikes, lock-outs, fires, floods, natural disasters, interruptions of electronic traffic, interruptions or breakdowns in energy or communication supplies, attacks of computer viruses, and attacks by hackers.

14. Data Protection Measures. SeamlessDocs represents and warrants that it has implemented appropriate technical and organizational measures to protect User data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. SeamlessDocs shall only disclose the User data according to instructions from the Customer.

15. Term and Termination. This Agreement shall commence on the effective date stated within the Customer contract and will remain in effect for the initial term of the contract (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement may be renewed at then current or negotiated fees for the Service. Either party may terminate this Agreement effective upon the expiration of the then current term by notifying the other party in writing prior to the term expiration date. SeamlessDocs reserves the right to temporarily suspend or terminate Customer and User access to the Service for (a) a violation of these terms, (b) the use of the Service in a manner that may cause SeamlessDocs to have legal liability or disrupt the use of the Service by others, (c) the detection of any malicious code, virus or other harmful code or in an account operated by the Customer and/or its Users, (d) scheduled downtime and recurring downtime, (e) use of excessive storage capacity or bandwidth, or (f) unplanned technical problems and outages. If, in SeamlessDocs determination, the suspension is likely to continue for more than one (1) business day or if SeamlessDocs has elected to terminate the Customer and/or User access to the Service for a violation of these terms, SeamlessDocs will notify the Customer and/or the User through the Service. Customer acknowledges that if its access to the Service is suspended or terminated, the Customer and its Users will no longer have access to the content stored with the Service. Upon termination, the Customer may request access to the Customer content, which SeamlessDocs will make available for an additional fee, but Customer must make this request through its authorized Account Administrator within thirty (30) days following termination; otherwise, any Customer content stored with the Service will not be retrievable. Customer agrees that SeamlessDocs will have no obligation to maintain any data stored in any Customer and/or User account for more than thirty (30) days.

16. Notice. SeamlessDocs may give notice by electronic mail to the e-mail address(es) on record in the SeamlessDocs Customer and User account information, or by written communication sent by first class mail or pre-paid post to the Customer's address on record with SeamlessDocs. The notice shall be deemed to have been given upon the expiration of three (3) business days after mailing or posting if sent by first class mail or pre-paid post, or seventy-two (72) hours after sending if sent by email.

17. Assignment. This Agreement may not be assigned by the Customer without the prior written approval of SeamlessDocs, but may be assigned by SeamlessDocs to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

18. Confidentiality. The term "Confidential Information" means all information provided to the Customer and/or its Users by SeamlessDocs with respect to the Software and the Service, and Customer and User data stored on the Service. The term Confidential Information shall not include, however, any information that (i) is or becomes generally known to the public without a breach of any obligation by that party, (ii) was known prior to its disclosure without a breach of any obligation owed to the other party as demonstrated by written records, (iii) is received from a third party without a breach of any obligation owed by that party, or (iv) was independently developed without reference to the Confidential Information as demonstrated by written records. Except as otherwise permitted in writing by SeamlessDocs, the Customer and each of its Users agree not disclose or use any Confidential Information of SeamlessDocs for any purpose outside the scope of this Agreement.

19. General. The Customer acknowledges that it is contracting with Bizodo, Inc. doing business as SeamlessDocs with an address at 214 West 29th Street, Floor 5, New York, New York, 10018. The Customer and Bizodo both agree that the laws of the State of New York shall govern the interpretation of these terms and shall apply to claims for breach of these terms, regardless of any conflict of law principles. The Parties specifically exclude the Uniform Computer Information Transactions Act. No joint venture, partnership, or agency relationship exists between the Customer and SeamlessDocs as a result of this Agreement or the use of the Software or the Service. The failure of SeamlessDocs to enforce any right or provision shall not constitute a waiver of any right or provision unless acknowledged and agreed to by SeamlessDocs in writing.

20. Entire Agreement. This Agreement, together with the terms and conditions of Carahsoft Technology Corporation's Multiple Award Schedule Contract, and any applicable contract and related documents, comprises the entire agreement between the Customer and SeamlessDocs and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein.