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.).

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PLATFORM SUBSCRIPTION AGREEMENT

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This agreement is incorporated into each order between Socrata, Inc. a Delaware corporation (**Socrata**), and the customer identified in the order for the Platform Service.

1. **DATA PLATFORM SERVICE.**
   a. **Description**. Socrata grants Customer the right to access and use the Socrata web based data platform service and related support up to the capacity purchased as specified on an order or change order (each an "order") (collectively, the **Platform Service**). For clarification, "capacity" means, for example, number of datasets, user licenses, or goals, package or service hours, or onsite visits described in an order. Any changes to capacity by Customer will be subject to a pre-authorized change order, and payment of additional fees if set forth therein. Upon delivery by Socrata of a URL which provides Users (defined below) access to the Platform Service, the Platform Service under the order is deemed fully delivered.
   b. **Customer Owns the Customer Content.** As between Socrata and Customer, Customer owns all the Customer Content.
      • Customer Content _means_ any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Platform Service (including, without limitation, any content, messages, materials, data, data structures, spreadsheets, entries, information, text, music, sound, photos, video, and graphics), but excludes any Third Party Services (defined below).
   c. **Users.** Customer designated internal users (**Users**) access the Platform Service through its account. Customer must keep its individual login credentials secure and Users may not share them, must use commercially reasonable efforts to prevent unauthorized access to its account, may only use the Platform Service in accordance with its technical documentation and applicable law, and must notify Socrata promptly of any suspected unauthorized access or use.
   d. **Public Users.** Customer designates which Customer Content is shared publicly, and should determine the appropriate terms applicable to such public usage. Once Customer Data has been shared publicly, Socrata has no control over a public users' use or distribution of such Customer Content.
   e. **Platform Services; Support**
      i. **Set-Up and Configuration**. Socrata will provide one-time support for set-up, configuration, training, and deployment of each instance of the Platform Service upon purchase of a Socrata launch package (or other hourly rate services) as described in an order. The method, manner, and timing in which the Platform Services and its capacity are provided will be described in a written Joint Execution Plan ("JEP") mutually agreed to by the parties. Customer will have up to five (5) business days to object in writing to Socrata's non-conforming tasks after completion of each phase of the JEP. If notice is provided, the Socrata will cure the non-conformities (at its own expense, if caused by Socrata) to conform to the JEP. If no notice is provided, then Socrata's tasks under the JEP are considered accepted. Final acceptance under a JEP occurs the date the instance is released or accessible to the Users or Public Users.
      ii. **Technical Help-Desk Support**: If the Customer purchases ongoing technical support or education as part of the Platform Services, it will be provided by Socrata at the program level described in an order, as described at https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy.
   f. **Third Party Services**. As part of the Platform Service, Customer will be provided access and usage of certain third party web based services (_example_, third party stock photos and third party map location services), which services are provided at no additional charge to Customer (**Third Party Services**). Customer must agree to such Third Party Service terms of service or other online contracts if it chooses to use those features.
   g. **Updates.** Socrata (and its licensors) are constantly updating its platform, software and related technologies as necessary, in its discretion to (for example): fix non-conformities, apply patches, repair bugs, or introduce new or updated features or functionality ("Updates"). Customers will receive alerts on Updates if it signs up for notifications on support.socrata.com. All such Updates are automatically incorporated into the documentation and specifications to the applicable software and services by reference (including the Platform Services, if applicable) (the "Documentation"). Requests to continue using legacy versions of the Platform Services are out of scope, and will be reviewed by Socrata on a case-by-case basis. If Socrata agrees to host a prior version Platform Services for Customer, it will be subject to a written change order mutually agreed upon by the parties, and payment of additional fees, if any.

2. **CUSTOMER CONTENT.**
   a. **License to Socrata**. When Customer uploads or provides to Customer Content to the Platform Service, Customer grants to Socrata a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Customer Content as needed in response to User driven actions, instructions, or otherwise use by Public Users.

- Customer is solely responsible for which Customer Content it chooses to make public and what terms apply to any Customer Content which is made public.
    b. **Restrictions**. Customer may not use the Platform Service for any illegal, harmful or offensive purpose, or to transmit, store, display, distribute or otherwise make available Customer Content that is illegal, harmful, or offensive.
        - *For example*, prohibited use of the Platform Service and Customer Content includes anything that: (1) is in violation of any law, (2) is harmful to others, Socrata's operations, including offering or disseminating fraudulent goods, services, schemes, or promotions or engaging in other deceptive practices; (3) infringes or misappropriates the intellectual property or proprietary rights of others; (4) violates the privacy or publicity rights of anyone; (5) is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; (6) may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.
    c. **Suspension of Service.** Although Socrata has no obligation to screen, edit or monitor the Client Content or Public User content posted on the Platform Services, if, in Socrata's reasonable judgment, it discovers Customer's use of the Platform Service threatens the security, integrity, stability, or availability of the Platform Service, or is otherwise in violation of this agreement, Socrata may temporarily suspend the Platform Service (or Users access), however Socrata will use commercially reasonable efforts to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.
    d. **Backups of Customer Content**. The Platform Service is not the system of record for Customer Content. Customer is solely responsible for creating backups of any Customer Content stored within the Platform Service.

3. **PAYMENT.** Unless otherwise expressly set forth in an order, all fees all are due 100% in advance and due 30 days of receipt of a correct invoice, plus applicable sales taxes, if any.

4. **PLATFORM SERVICE**.
    a. **Ownership of the Platform Service**. The software, workflow processes, user interface, designs and other technologies provided by Socrata as part of the Platform Service are the proprietary property of Socrata and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Socrata. Customer may not remove or modify any proprietary marking or restrictive legends in the Platform Service. Socrata reserves all rights unless expressly granted in this agreement. Customer *may not* (i) sell, resell, rent or lease the Platform Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Platform Service; (iv) attempt to gain unauthorized access to the Platform Service or its related systems or networks; (v) reverse engineer the Platform Service; or (vi) access the Platform Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

5. **MUTUAL CONFIDENTIALITY.**
    a. **Definition of Confidential Information**. Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), 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**). Socrata's Confidential Information includes without limitation the non-public portions of the Platform Service and any Customer specific per unit pricing (but Socrata does not consider the annual fee paid by Customer to be a trade secret or confidential information).
    b. **Protection of Confidential Information**. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
    c. **Exclusions**. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. **WARRANTIES**.
    a. **Performance Warranty**.
        i. Socrata will use commercially reasonable efforts to maintain a 99.5% online availability of the Platform Service, measured on a monthly basis, excluding downtime for scheduled maintenance, events beyond its reasonable control or Customer or user technology issues (**Exclusions**). Notification of outages are provided to Customers who have opted-in to Socrata's notification system located at: support.socrata.com; and
        ii. The Platform Service under an order will be provided with appropriately qualified and trained personnel.

    b. **Compliance with Laws Warranty**. Socrata represents and warrants to Customer that it will comply with all applicable federal, state and local laws and regulations that apply to Socrata, the Platform Service and its personnel, based on its performance as a service provider to Customer, including without limitation as applicable, any government license, registration, employment, non-discrimination, anti-harassment, equal opportunity employment, minimum wage requirements, conflict of interest, and anti-bribery (gifts and gratuities laws).

    c. **DISCLAIMER**. OTHER THAN THE ABOVE WARRANTIES, THE PLATFORM SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOCRATA DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOCRATA DOES NOT WARRANT THAT THE PERFORMANCE OF THE PLATFORM SERVICE WILL BE ERROR FREE OR WITHOUT INTERRUPTION. WHILE SOCRATA WILL USE INDUSTRY STANDARD ADMINISTRATIVE, TECHNICAL AND PHYSICAL SECURITY SAFEGUARDS TO SECURE THE PLATFORM SERVICE, SOCRATA CANNOT GUARANTEE THAT THE PLATFORM SERVICE CAN NEVER BE COMPROMISED.

7. **LIMITATION OF LIABILITY.** NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, REPLACEMENT COSTS, LOST PROFITS AND LOST DATA, INFORMATION OR CONTENT) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY). EXCEPT FOR SOCRATA'S INDEMNITY BELOW OR DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SOCRATA SOCRATA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT WHICH GAVE RISE TO THE CLAIM. THE PLATFORM SERVICE IS NOT DESIGNED TO (I) PROCESS OR STORE 'SENSITIVE DATA' OR (II) WHERE AN INTERRUPTION OF THE PLATFORM SERVICE COULD CAUSE PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE. ANY USE OF THE SERVICES IN CONNECTION WITH THESE ACTIVITIES IS AT CUSTOMER'S RISK.

8. **INDEMNIFICATION**.
    a. **Coverage**. Socrata will defend or settle any third party claim against Customer to the extent that such claim alleges that:
        (i) Socrata's personnel caused any bodily injury (including death) or physical damage to tangible property while at Customer's premises;
        (ii) the Platform Service violates a copyright, patent, trademark or other intellectual property right; or
        (iii) withholding taxes, labor or employment taxes were not paid by Socrata with respect to its personnel.
    b. **Process**. Customer must promptly notify Socrata of the claim in writing, cooperates with Socrata in the defense, and Socrata to solely control the defense or settlement of the claim, provided that Socrata cannot settle the claim unless it contains a full release and no admission of liability on the part of Customer. Socrata will pay its indemnification claim defense costs incurred as part of its obligations above, and the indemnifying party negotiated settlement amounts, and court awarded damages. As to Section 8(a)(ii) if such a claim appears likely, Socrata may modify the Platform Service, procure the necessary rights, or replace it with the functional equivalent. If Socrata determines that none of these are reasonably available, then Socrata may terminate the Platform Service and refund any prepaid and unused fees.
    c. **Exclusions**. Socrata has no obligation for any claim arising from: Socrata's compliance with the Customer's specifications; a combination of the Platform Service with other technology or aspects where the infringement would not occur but for the combination; use of the Customer Content; or technology or aspects not provided by Socrata.

9. **TERM AND TERMINATION**.
    a. **Term.** This agreement remains in effect until all orders have expired or are terminated.
    b. **Termination for Breach.** Either party may terminate this agreement or an order, in the event the other party is in material breach of the order or this agreement, and such breach has not been cured within 30 days of receipt of notice therefor. Socrata may suspend the Platform Service upon prior written or email notice to Customer due to non-payment of undisputed invoices that are past due. If Customer terminates an order due to an uncured breach by Socrata of its obligations under this agreement or an order, then

Customer will receive as its sole and exclusive remedy a pro-rate refund of the fees paid but unearned as of the effective date of termination.

c. **Termination for Convenience and Non-Appropriation of Funds**. Customer may terminate this agreement for convenience with 30 days' prior written notice to Socrata, provided that all of Customer's financial obligations under this agreement and any orders that are in effect prior to the effective date of termination remain in full force and effect as written. If Customer has not appropriated the necessary funds for a renewal term of an order, then Customer may terminate such order upon written notice to Socrata, as soon as practical but in any event at least 15 days prior to the effective date of the renewal of such order.

d. **Final Export and Return of Customer Content**. Customer will have 30 days to export Customer Content from the Platform Service upon termination or expiration of the order. After the 30 days, Socrata may delete the Customer Content that is stored within the Platform and turn off the Platform Service.

10. **MISC.**

a. **Governing Law.** This agreement is governed by the laws of the state where Customer is located, irrespective of conflict of law principles.

b. **Non-Assignment**. Neither party may assign or transfer (by operation of law or otherwise) this agreement (including any order) or any of its rights or obligations hereunder without the other party's express, prior written consent. Notwithstanding the foregoing, a party may assign this agreement with all orders without consent of the other party but with notice (i) to a majority owned affiliate or (ii) to a successor in the event of a sale of substantially all the assets of a party or as part of a merger.

c. **Subcontractors**. Socrata will not subcontract any part of the Platform Services, except for its hosting provider and bandwidth provider. Socrata is responsible for the acts and omissions of its subcontractors and will flow-down as practical, the applicable terms of this agreement.

d. **Survival**.   Terms and conditions which by their nature survive the termination will survive, including without limitation, payment, indemnification, limitation of liability.

e. **Federal Government Provisions.** If Customer purchases the Platform Service for ultimate federal government end use, Socrata provides such services solely in accordance with the following: Government technical data and software rights related to the Platform Service include only those rights customarily provided to the public as defined in this agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

f. **Entire Agreement.** This agreement and each order, constitutes the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Neither party is relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. , No modification, amendment or waiver of any term of this agreement is effective until signed by both parties.

g. **Force Majeure, PO and Feedback.** Except for the payment of monies, neither party is liable for any non-performance as a result of activities beyond its reasonable control, including without limitation force majeure events. Customer agrees that any additional or conflicting terms contained in any Customer form-purchasing document are rejected. By submitting ideas, suggestions or feedback to Socrata regarding improvements to the Platform Service, and Customer hereby grants Socrata a royalty-free and fully-paid license to use such items for any business purpose.