Draios, Inc., dba, Sysdig
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EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)

1. **Scope**. This Rider and the attached Sysdig ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS IT70 contract number GS-35F-0511T (the "Schedule Contract").   Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.

2. **Applicability**. Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law (*e.g.*, the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et. seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:

a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.

b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.

c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase 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) **Termination**. Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.

e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.

f) **Equitable remedies**. Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.

g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.

h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the

full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.

j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.

k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.

l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.

m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.

n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).

o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.

q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.

t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity 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. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or

compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

u) **Alternate Dispute Resolution**. The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

v) **Ownership of Derivative Works**. Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.

3. **Order of Precedence/Conflict**. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

ATTACHMENT A – SYSDIG

MASTER SOFTWARE LICENSE AGREEMENT

1.   LICENSE

1.1   This Software License Agreement specifies the general terms and conditions pursuant to which Sysdig will license certain software products to the Ordering Activity under GSA Schedule contracts ("Customer" or "Ordering Activity") . Specific terms for a transaction, including the software to be licensed, fees, payment term, term/renewal and other applicable terms and conditions, shall be set forth in an Order that references this Software License Agreement and is mutually executed by Sysdig and Customer (this Agreement, together with the underlying GSA Schedule Contract and the applicable Order, is the "Agreement"). Affiliates (as defined below) of Customer may engage Sysdig under this Software License Agreement pursuant to Orders that are entered into directly by Sysdig and such Affiliate, or by Sysdig and Customer (on behalf of such Affiliate), provided that Customer shall ensure that each such Affiliate complies with all obligations under the applicable Agreement, and Customer shall be responsible for all acts and omissions of such Affiliate. Each Order is governed by the terms of this Software License Agreement and is expressly incorporated herein by this reference. There will be no force or effect to any different or inconsistent terms of any related purchase order, ordering document or similar form of Customer (or any of its Affiliates), unless agreed to and signed by the parties.   "Affiliate" means, with respect to Customer, any entity controlled by, controlling, or under common control with Customer, either now or in the future. An entity "controls" another entity when it owns fifty-one (51%) or more of the voting interests of the controlled entity.

1.2   Subject to the terms and conditions of this Agreement, Sysdig hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, limited, revocable license to use the software described in the applicable Order (the "Software"), solely in object code form and for Customer's internal business purposes, and only during the term set forth in the applicable Order and in accordance with all applicable documentation for the Software.

1.3   Subject to the terms and conditions of this Agreement, Sysdig will provide to Customer during the term of an Order, all upgrades, releases and/or new versions of the Software that Sysdig makes generally available to all customers of the applicable Software without charge ("Updates"). The Software is also subject to modification from time to time at Sysdig's sole discretion, for any purpose deemed appropriate by Sysdig. Customer will cooperate with Sysdig and comply with all Sysdig's reasonable requests in implementing any modifications   References to Software in this Agreement shall include any Updates provided by Sysdig to Company under this Agreement.

1.4   Upon request, Sysdig may agree to provide integration and/or other professional services related to the Software ("Professional Services"). The applicable terms (including fees) relating to such services shall be as set forth on the applicable Order. For clarity, all modifications, enhancements, software, code, inventions, discoveries, and other technology and materials (and all related intellectual property rights) created, developed or reduced to practice by or on behalf of Sysdig in the course of providing any such services shall be owned by Sysdig, and Customer hereby makes all assignments necessary to accomplish the foregoing.

1.5   Subject to the terms and conditions of this Agreement, Sysdig will provide reasonable support to Customer for the Software from Monday through Friday during Sysdig's normal business hours.

1.6   The Software may include third-party content, some of which may have open source licenses. Further, Customer acknowledges and agrees that all third-party content may have different terms and such terms are solely between Customer and the applicable licensor.

2.   RESTRICTIONS AND RESPONSIBILITIES

2.1   Customer will not (and will not permit or assist any third party to): (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Software or any other application, software, documentation or data related to the Software, or any portion thereof (collectively, the Software and all of the foregoing are "Sysdig Software")(provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on any Sysdig Software (or any portion thereof), or copy (except for archival purposes), publicly display, sell, sublicense, loan, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to any Sysdig Software; (iii) remove, obscure or alter any proprietary notices (including but not limited to trademark and copyright notices) on any of the Sysdig Software (or any portion thereof); (iv) use any Sysdig Software for any benchmarking purposes, or for application service provider, timesharing or service bureau purposes, or any purpose other than Customer's own internal use as contemplated by this Agreement; (v) use any Sysdig Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any applicable privacy, data protection and intellectual property laws); (vi) disable or

bypass the measures that Sysdig may use to prevent or restrict access to the Software, or if applicable, use the Software in excess of service capacity limits or usage restrictions set forth in the Agreement. Unless otherwise specified in an Order, Customer shall not use the Software with more than twenty 20 containers for each host licensed by Customer from Sysdig. Customer acknowledges that the Software may include features to prevent use after the applicable Service Term and/or use inconsistent herewith.

2.2   Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by providing written notice to Sysdig.

3.   **CONFIDENTIALITY**

3.1   Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). For clarity, all Sysdig Software is Proprietary Information of Sysdig.

3.2   The Receiving Party agrees: (i) not to use any such Proprietary Information only as necessary to exercise its rights or fulfill its obligations under the Agreement, (ii) not to disclose or give access to such Proprietary information to any third party, except those employees, agents and contractors with a need to have access thereto for purposes of exercising its rights or performing its obligations this Agreement ("collectively, "Personnel"), and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. Receiving Party shall ensure that any Personnel to whom it discloses any of the Disclosing Party's Proprietary Information are bound by confidentiality obligations at least as restrictive as those herein, and shall be responsible for all acts and omissions of such Personnel.   The Disclosing Party agrees that the confidentiality obligations in this section will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was rightfully in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without access to or use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order and limits disclosure to the minimum extent necessary to comply with such order, and further provided that all any information so disclosed shall continue to be treated as Proprietary Information for all other purposes. Customer acknowledges that Sysdig does not wish to receive any Proprietary Information from Customer that is not necessary for Sysdig to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Sysdig may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information. Sysdig recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

4.   **INTELLECTUAL PROPERTY RIGHTS**

4.1   Except as expressly set forth herein, Sysdig alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Software, and all enhancements, and modifications thereof, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Software are hereby assigned to Sysdig. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights. Sysdig reserves all rights not expressly granted to Customer under this Agreement.

4.2   Sysdig shall hold Customer harmless from liability to unaffiliated third parties resulting from infringement by the Software of any United States patent or any copyright or misappropriation of any trade secret, provided Sysdig is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and, subject to the authority of and in cooperation with the Department of Justice, the opportunity to assume control over defense and settlement; Sysdig will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Software (i) not created by Sysdig, (ii) resulting in whole or in part in accordance from Customer specifications, (iii) that are modified after delivery by Sysdig, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use thereof is not strictly in accordance with this Agreement and all related documentation.

5. PAYMENT OF FEES

5.1   Customer will pay Sysdig the applicable fees as set forth on the applicable Order in accordance with the GSA Pricelist (the "Fees"). If this Agreement specifies service capacity or usage restrictions, or otherwise limits or constrains use of the Software (e.g., the Order limits or the pricing is based on the number of containers monitored through the Service), and Customer exceeds such limit or constraint, Customer shall promptly notify Sysdig, and the fees due from Customer shall be increased to account for such excess use; such fees to be calculated at Sysdig's then current GSA rates and policies for the service plan selected by Customer and subject to any additional excess use by Customer, such adjusted fees shall continue to apply thereafter during the remainder of the Service Term. In addition, subject to applicable Government security requirements, Sysdig will be entitled to audit or have audited Customer's use of the Software to ensure compliance with all applicable license rights and restrictions, and Sysdig shall invoice Customer for any unpaid amounts discovered during such audit. Such audits shall take place not more than once in a 12 month period. Customer will pay Sysdig the specified fees for any Professional Services. All payments will be made in accordance with the terms of the underlying GSA Schedule Contract and the applicable Order.

6. TERMINATION

6.1   This Agreement shall commence on the Effective Date and shall continue for one (1) year (the "Initial Term") as set forth in the applicable Order unless otherwise terminated in accordance with this Agreement.

6.2   All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

7. LIMITED WARRANTY

Sysdig warrants that the initial version of the Software provided to Customer will, for a period of thirty (30) days following delivery, substantially conform to the applicable documentation, provided that the Software has not been modified or altered by anyone other than Sysdig or its designee. In the event of a breach of the foregoing warranty, Customer will notify Sysdig and Sysdig will correct such noncompliance within a thirty (30) day period (which may be mutually extended by the parties). If Sysdig is unable to correct any such noncompliance during the cure period described above, Customer may elect to terminate this Agreement and receive a prorated refund of prepaid fees applicable to the remaining period in the then-current Service Term. The foregoing termination right is the sole and exclusive remedy of Customer for a breach of the warranty described in this Section 7. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, the software and Sysdig proprietary information and anything provided in connection with this agreement are provided "as-is," without any warranties of any kind. Sysdig (and its agents, affiliates, licensors and suppliers) hereby disclaim all warranties, express or implied, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

8. LIMITATION OF LIABILITY

In no event will Sysdig (or any of its agents, affiliates, licensors or suppliers) be liable for any indirect, punitive, incidental, special, or consequential damages, or cost of procurement of substitute goods, software or technology, arising out of or in any way connected with the use of the software or anything provided in connection with this agreement, the delay or inability to use the software or anything provided in connection with this agreement or otherwise arising from this agreement, including without limitation, loss of revenue or anticipated profits or lost business or lost sales, whether based in contract, tort, strict liability, or otherwise, even if Sysdig has been advised of the possibility of damages. The total liability of Sysdig, whether based in contract, tort, or otherwise, will not exceed, in the aggregate, the contract price. The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of any Sysdig Software or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include

encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Sysdig are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer or Sysdig except with the other party's prior written consent. Both parties agree that this Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. Whenever the words: "include" or "including" are used in this Agreement, they will be deemed to be followed by the words: "without limitation". No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Sysdig in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Sysdig will not be liable for any loss resulting from a cause over which it does not have direct control. Sysdig is permitted to disclose that Customer is one of its customers to any third-party at its discretion, subject to the limitations in GSAR 552.203-71.