



MASTER LICENSE AGREEMENT
(FEDERAL END USER)

This Master License Agreement (this "Agreement") is made as of the date of delivery of the software programs listed on the applicable Order Form (the "Effective Date") and made between the eligible Ordering Activity under GSA Schedule contracts listed on the Order Form ("Customer") and Clarifai, Inc., a Delaware corporation with a place of business at 215 Park Avenue South, 10th Floor, New York, NY 10003 ("Clarifai"), which terms are effective by being incorporated into the GSA Multiple Award Schedule Contractor's GSA Schedule Contract. This Agreement is incorporated into the prime contract under which the Order Form is executed between Customer and the prime contractor. Each of Clarifai and Customer is a "Party", and together, the "Parties". The Parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms will have the following meanings:
 - 1.1 "**Documentation**" means the documentation pertaining to the use of the Software and made available to Customer by Clarifai or its licensors.
 - 1.2 "**Fees**" means Software license fees, Services fees, Upgrades fees, and all other fees or charges identified in the Order Form in accordance with the GSA Schedule Pricelist.
 - 1.3 "**Key**" means a numerical or alphanumeric code or physical device necessary to gain access to or operate certain Software on certain media as delivered by Clarifai hereunder.
 - 1.4 "**Order Form**" means the document(s) pursuant to which Customer orders Software or Upgrades from the prime contractor.
 - 1.5 "**Operations Volume**" means the number of operations Customer is permitted to perform with respect to the Software in a defined period, as set forth in the Order Form.
 - 1.6 "**Services**" means the technical support services provided as set forth on a Statement of Work.
 - 1.7 "**Software**" means the software programs listed on the applicable Order Form, in object code only unless otherwise agreed to, in writing, by Clarifai in a separate agreement with Customer, and provided by Clarifai to Customer, including any Upgrades thereto provided by Clarifai or its licensors to Customer.
 - 1.8 "**Statement of Work**" means the statement of work entered into by Clarifai and the prime contractor in connection with the Software.
 - 1.9 "**Upgrades**" means any maintenance patches, new releases, or new versions for Software provided to Customer by Clarifai or its licensors.
2. **License Grants and Limitations.**
 - 2.1 **Software License.** Subject to all the terms and conditions of this Agreement, Clarifai hereby grants to Customer a nonexclusive, nontransferable, nonsublicensable license during the Term under Clarifai's intellectual property rights in the Software to use the object code version of the Software as set forth in the Order Form solely for its own internal business purposes, and solely for the Operations Volume, and in accordance with the Documentation and any other restrictions set forth herein. The Software may only be downloaded on the machines and in the locations specifically referenced in the Statement of Work or as otherwise mutually agreed by the Parties in writing.
 - 2.2 **Documentation License.** Subject to all the terms and conditions of this Agreement, Clarifai hereby grants to Customer a nonexclusive, nontransferable, nonsublicensable license during the Term



under Clarifai's intellectual property rights in the Documentation to use and copy it solely to the extent required in support of Customer's licensed use of the Software.

2.3 Restrictions.

2.3.1 **General.** Customer acknowledges that the Software contains valuable trade secret and confidential information of Clarifai or its licensors. Customer shall take the actions necessary to fulfill its obligations hereunder by instruction or agreement with its employees or agents who are permitted access to the Software or Documentation. Customer shall only give access to the Software or Documentation on a need-to-know basis.

2.3.2 **Proprietary Rights.** All right, title and interest in and to all patents, copyrights, trade secrets, and other proprietary or intellectual property rights in, arising out of or related to the Software and Documentation (including all of the parts thereof) are and will remain the exclusive property of Clarifai or its licensors. Customer will not acquire any right in the Software or Documentation except for the express license rights specified in this Agreement, or take any action that jeopardizes Clarifai's or its licensors' proprietary rights. Unless otherwise specifically agreed in writing, Clarifai or its licensors exclusively own all rights in any copy, translation, modification, or adaptation of the Software, including any improvement thereof, which are minor modifications to the Software whether or not authorized by Clarifai or the applicable licensor. Ownership of derivative works, including modifications and adaptations, other than those that are minor modifications, 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 Ordering Activity shall receive unlimited rights to

use such derivative works at no further cost.

2.3.3 **No Implied Licenses.** Any use, modification, development, or distribution of or derivative works based upon the Software or Documentation by Customer outside the scope of the express licenses granted is prohibited.

2.3.4 **No Reverse-Engineering.** Customer will not, and will not permit others to: (a) modify the Software; or (b) decompile, reverse-engineer, disassemble, or otherwise attempt, directly or indirectly, to derive, analyze, obtain or create source code or underlying ideas or algorithms for the Software. Notwithstanding the foregoing, decompiling the Software is permitted solely to the extent the laws of Customer's jurisdiction give Customer the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, that Customer must first request such information from Clarifai and Clarifai may, in its sole discretion, either provide such information to Customer or identify the reasonable conditions, including a reasonable fee, on such use of the Software that will be required prior to granting such information to ensure that Clarifai's or its licensors' proprietary rights in the Software are protected. Customer acknowledges and agrees that the immediately preceding sentence may not be applicable to third-party Software.

2.3.5 **Unauthorized Distribution or Copying.** Other than in accordance with this Agreement, Customer shall not, and shall not permit others to: (a) lease, license, sublicense, transfer, or assign any of its rights under this Agreement; (b) sell, rent, lease, lend, or distribute the Software or any benchmark performance information or analysis, including providing access to the Software or using the Software to operate a service bureau or on a timesharing basis; or (c) use, copy,



duplicate, or otherwise reproduce all or any part of the Software or Documentation.

2.3.6 Required Proprietary Notices.

Customer shall ensure that each copy it makes of the Software or Documentation contains the same proprietary notices as provided by Clarifai or its licensors. Customer shall not, and shall not permit others to, remove or alter any product identification, copyright or other proprietary notices.

2.4 Reasonable Cooperation.

Customer shall, upon Clarifai's written request, provide reasonable cooperation (at Clarifai's expense) in order to secure and perfect the intellectual property rights in the Software. Customer shall promptly provide to Clarifai all relevant facts upon becoming aware of a likelihood of infringement or other illegal use or misuse by any third party of the Software or any intellectual property rights of Clarifai or any of its licensors. Customer shall provide reasonable cooperation in any suits and actions related thereto, at Clarifai's or its licensor's request and expense.

2.5 Acceptance. Without prejudice to any warranty rights herein, Customer will be deemed to have accepted the Software on the date of delivery.

3. Order Forms and Payment of Fees.

Order Forms and payment terms will be between Customer and the prime contractor in accordance with the GSA Schedule Pricelist.

3.1 Taxes.

Clarifai shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment or software) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3.2 Records and Reporting.

Customer shall maintain complete and accurate records with respect to usage of the Software and the number of operations performed using the Software. On a monthly basis, Customer shall provide a signed certification to Clarifai indicating the number of operations that have been performed using the Software so Clarifai may confirm that Customer has not exceeded the Operations Volume. Furthermore, upon Clarifai's written request, Customer shall provide to Clarifai a signed certification (a) verifying the Software is being used in accordance with the terms of this Agreement; and (b) confirming the locations and machines on which the Software is run.

3.3 Audit.

Customer shall permit Clarifai or its designated agents, no more than once in any annual calendar year, to audit all related computer systems in respect of Customer's use of the Software, during reasonable business hours upon at least 15 calendar days' prior written notice, and such audit shall be subject to Government Security requirements of which the vendor will be made aware of by the Customer and not unduly interfere with Customer's operations. If the audit uncovers usage in excess of the Operations Volume, then, the right to use the Software shall terminate in accordance with Section 4.1-4.2 or the Customer may request to purchase additional volume. Customer shall provide Clarifai with all reasonable information and assistance (including copies of related software applications and other software) required to enable Clarifai to determine whether Customer is in compliance with the license granted hereunder.

4. Term and Termination.

4.1 Term.

This Agreement commences on the Effective Date and continue until the earlier of (a) one year from the Effective Date or (b) the date on which Customer reaches the Operations Volume, unless otherwise terminated as set forth in Section 4.2 (Termination) (the "Term").

4.2 Termination/Suspension.

When the End User is an instrumentality of the U.S.,



recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Clarifai shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Notwithstanding the foregoing, Clarifai may temporarily suspend Customer's license rights upon ten (10) calendar days' prior written notice in the event of an uncured material breach and such suspension is necessary to mitigate any damages resulting from such Customer breach.

4.3 **Effect of Termination.** Upon termination or expiration of this Agreement, all licenses granted to Customer will immediately terminate. Termination or expiration of this Agreement by either Party will not limit either Party from pursuing any other remedies available to it, including injunctive relief, if such injunctive relief is permitted under applicable statutes, nor will such termination release Customer from any obligation to pay all Fees that have accrued or that Customer has agreed to pay to the prime contractor under any Order Form. No refund or right of setoff exists between Clarifai and Customer, but does exist between Customer and the GSA Schedule holder. The Parties' rights and obligations under Sections 1 (Definitions), 2.3 (Restrictions), 2.4 (Reasonable Cooperation), 3.2 (Records and Reporting), 3.3 (Audit), 4 (Term and Termination), 6 (Disclaimers), 7 (Limitation of Liability), 8 (Indemnity), and 9 (General) will survive termination or expiration of this Agreement. If this Agreement is terminated or expires, Customer shall: (a) immediately cease using the Software and Documentation; and (b) unless otherwise agreed to, in writing, by Clarifai, certify to Clarifai within thirty (30) days after termination that

Customer has destroyed or returned to Clarifai the Software and Documentation and all copies remaining in Customer's possession. Clarifai or its designated agents may conduct an audit to confirm such destruction. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

5. Warranties.

5.1 **Limited Warranty.** Clarifai warrants that (a) each unmodified copy of a Software product will substantially conform to the applicable Documentation for sixty (60) days from date of delivery of the Software, when operated in accordance with the applicable Documentation, and (b) the Services provided by Clarifai to Customer, if any, will be performed in a professional and workmanlike manner, and in accordance with standard industry practices. Additional Software licensed by the Customer to extend the Term or Operations Volume shall not extend the limited warranty term under this Agreement.

5.2 **Exclusions.** Clarifai's warranties in Section 5.1 shall not extend to problems that result from: (a) Customer's failure to use or distribute the most current release or version of the Software during the warranty period; (b) any alterations or additions to the Software not performed by or at the direction of Clarifai; (c) failures in operation of the Software that are not reproducible by Clarifai; (d) Software operated in violation of this Agreement or not in accordance with the Documentation; or (e) failures which are caused by Customer's software or other software, hardware or products not licensed or provided hereunder.

5.3 **Remedies.** For any breach of warranty hereunder, Clarifai shall exercise commercially reasonable efforts to modify the applicable Software such that the applicable warranty is true and to deliver to Customer the modified Software, if any. If Clarifai concludes that such modification is impracticable, then Customer may terminate this Agreement in



accordance with Section 4.3 (Effect of Termination) hereof.

6. Disclaimers.

6.1 The express remedies set forth in Section 5 (Warranties) constitute Customer's exclusive remedies, and Clarifai's sole obligation and liability, for any claim (a) that any Software or other deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that any Services were performed improperly.

6.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 5.1 (LIMITED WARRANTY), WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CUSTOMER, THE SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS," AND NEITHER CLARIFAI NOR ITS LICENSORS MAKE ANY ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, ARISING FROM COURSE OF DEALING OR USAGE IN TRADE, OR STATUTORY, AS TO ANY SOFTWARE OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT.

6.3 NEITHER CLARIFAI NOR ITS LICENSORS WARRANT THAT THE SOFTWARE OR ANY SERVICES WILL MEET ANY CUSTOMER REQUIREMENTS NOT SET FORTH HEREIN, THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT CUSTOMER MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO

CUSTOMER, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

7. LIMITATION OF LIABILITY. EXCEPT WITH REGARD TO CLAIMS BASED UPON CUSTOMER'S BREACH OF SECTION 2.3 (RESTRICTIONS), NEITHER PARTY NOR CLARIFAI'S LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, RELIANCE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, SAVINGS, REVENUE, OR USE, DAMAGED, CORRUPTED OR LOST FILES OR DATA, OR BUSINESS INTERRUPTION) THAT MAY ARISE IN CONNECTION WITH THIS AGREEMENT, THE USE OR SUPPORT OF THE SOFTWARE OR SERVICES, OR ANY MATTER WHATSOEVER, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER CLARIFAI NOR ITS LICENSORS WILL BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR FOR AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE USE OR SUPPORT OF THE SOFTWARE, OR ANY MATTER WHATSOEVER, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES RECEIVED BY CLARIFAI FROM THE PRIME CONTRACTOR FOR THE SOFTWARE LICENSED UNDER THE ORDER FORM GIVING RISE TO THE CLAIM, HOWEVER, THIS DOES NOT LIMIT THE CUSTOMER'S RECOVERY FROM THE GSA SCHEDULE HOLDER UNDER THE PRIME CONTRACT. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY IN THIS AGREEMENT, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF



ESSENTIAL PURPOSE OF ANY REMEDIES SPECIFIED HEREIN.

The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from the negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

8. Indemnity.

8.1 Clarifai Intellectual Property Indemnity.

Clarifai shall have the right to intervene to defend or, at its sole option, settle, at its own expense any suit, action, or proceeding brought in a court of competent jurisdiction against Customer by a third party to the extent it is based on a claim that any Software infringes any United States patent issued or any copyright or trade secret arising under the laws of any jurisdiction (an "IP Action"), and Clarifai shall pay damages finally awarded against Customer in such IP Action, or those monetary damages agreed to by Clarifai and the claimant in a monetary settlement of such IP Action; provided that Clarifai will be relieved of the foregoing obligations unless Customer: (a) gives Clarifai prompt written notice of each such claim; (b) tenders to Clarifai control of the defense or settlement of each such IP Action; and (c) cooperates with Clarifai in defending or settling each such IP Action. If Clarifai receives notice of an allegation that any Software infringes or misappropriates a third party's intellectual property rights, or if Customer's use of any Software is prohibited by permanent injunction of a court of competent jurisdiction as a result of such an infringement or misappropriation, Clarifai may, at its sole option and expense: (i) procure for Customer the right to continue using such Software as provided hereunder; (ii) modify such Software so that it is no longer infringing; or (iii) replace the Software with other Software of equal or superior functional capability. If none of

the foregoing is in Clarifai's determination commercially reasonable, Clarifai will have the right to terminate all licenses and sublicenses to such Software granted hereunder, subject to Section 4.3 (Effect of Termination) herein. Notwithstanding any other provision of this Agreement, Clarifai will not accept new orders for Software that is subject to a claim of infringement. Nothing contained herein 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 28 U.S.C. §516.

8.2 Clarifai Intellectual Property Indemnity Limitations.

The rights granted to Customer under Section 8.1 (Clarifai Intellectual Property Indemnity) will be Customer's sole and exclusive remedy and Clarifai's sole obligation for any alleged infringement of any patent, copyright, trademark, or other proprietary right. Clarifai will have no liability, including under Section 8.1 (Clarifai Intellectual Property Indemnity), for any claim of infringement or misappropriation based upon or arising out of: (a) any Software modified without the approval of Clarifai; (b) any Customer or third-party application or other technology or materials; (c) use of the Software in connection or in combination with equipment, devices, or software not provided by Clarifai; (d) compliance with Customer's design requirements or specifications; (e) the use of Software other than as permitted under this Agreement, or in a manner for which it was not intended; or (f) use or distribution of other than the most current release or version of the Software (if such infringement or claim would have been prevented by the use of such release or version).

9. General.

9.1 **Export.** Customer shall comply with all applicable export laws and regulations of the United States of America, the European Union, and other countries ("Applicable Export Laws") and assure that no Software is: (a) exported, directly or indirectly, in violation of Applicable Export Laws; or (b) intended to be used for any purposes prohibited by the

Applicable Export Laws, including nuclear, chemical, or biological weapons proliferation. The Parties shall not take any actions that would cause either Party to violate the U.S. Foreign Corrupt Practices Act of 1997, as amended.

- 9.2 **U.S. Government Rights.** The Software and Documentation are “commercial items” as that term is defined at FAR 2.101. If Customer is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Clarifai provides the Software and Documentation, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Clarifai to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government’s needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Software and Documentation and return the Software, including documentation and any other software or technical data delivered as part of the Software and Documentation, unused, to Clarifai. This U.S. Government Rights clause in this Section is in lieu of, and
- supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.
- 9.3 **Notice.** All notices under this Agreement, including, without limitation, notices of address change, must be in writing and will be deemed to have been given when sent by (a) registered mail, return receipt requested, or (b) a nationally recognized overnight delivery service (such as Federal Express), to the General Counsel of Clarifai at the address listed above, and to Customer at the address in the applicable Order Form or prime contract, or to a Party’s address as changed in accord with this Section 9.3.
- 9.4 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining portions or provisions will remain in full force and effect.
- 9.5 **Governing Law; Venue.** This Agreement, and all matters arising under or related hereto, are governed according to the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 9.6 **No Waiver.** No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
- 9.7 **Assignment.** Neither Party may assign or transfer, by merger, operation of law or otherwise, this Agreement or any right or duty arising hereunder to a third party without the other Party’s prior written consent. Any purported assignment in violation of this Section 9.7 is void. Notwithstanding the foregoing, Clarifai may transfer this

Agreement and its rights and obligations hereunder to a successor entity in the event of an acquisition of Clarifai, whether by equity or asset purchase, merger, corporate restructuring or reorganization, or the like subject to the requirements of FAR Subpart 42.12.

- 9.8 **Independent Contractor; Use of Subcontractors.** Clarifai is an independent contractor and nothing in this Agreement or related to Clarifai's performance will be construed to create an employee relationship between Customer and Clarifai or any Clarifai employee or subcontractor.
- 9.9 **No Third-Party Beneficiaries.** This Agreement is an agreement between the Parties, and confers no rights upon any of the Parties' employees, agents, contractors or customers, or upon any other person or entity.
- 9.10 **Construction.** All references in this Agreement to "Sections" and "Exhibits" refer to the sections and exhibits of this Agreement. The words "hereof," "herein," and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended or supplemented by mutual agreement of the Parties, and not to any subdivision contained in this Agreement. The word "including" when used herein is not intended to be exclusive and means "including, but not limited to." The word "or" when used herein is not intended to be exclusive unless the context clearly requires otherwise. Each of the Parties and their counsel have carefully reviewed this Agreement, and, accordingly, no rule of construction to the effect that any ambiguities in this Agreement are to be construed against the drafting Party will apply in the interpretation of this Agreement.
- 9.11 **Force Majeure.** Except with regard to any obligation to pay money hereunder, neither Party will be held responsible for any delay or failure in performance

hereunder caused in whole or in part by fire, strike, flood, embargo, labor dispute, delay or failure of any subcontract, telecommunications failure or delay, act of sabotage, riot, accident, delay of carrier or supplier, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act or omission or other cause beyond such Party's control. If any such contingency does occur, the time to perform an obligation under this Agreement affected thereby will be extended by the length of time such contingency continues.

- 9.12 **Entire Agreement.** This Agreement, together with the Exhibits hereto which are hereby incorporated herein by this reference, the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), contain all the agreements, representations, and understandings between the GSA Schedule holder and the Customer and supersedes any previous understandings, commitments, representations or agreements, oral or written, with respect to the subject matter of this Agreement between the GSA Schedule holder and the Customer. Nothing in this Agreement modifies Customer's prime contract with the prime contractor. Clarifai is not a party to the prime contract and agrees only to the terms of this Agreement. A negotiated purchase order agreed to, in writing, by the GSA Schedule holder, would take precedence between the GSA Schedule holder and the Customer, as the negotiated purchase order would demonstrate any mutually agreed changes between the GSA Schedule holder and the Customer to meet the Ordering Activity's minimum needs. A negotiated purchase order between the GSA Schedule holder and the Customer would apply to those parties and Clarifai is not a party to those agreements.
- 9.13 **Modification.** This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement. Each Party hereby waives any right it may have to claim that this



Agreement was subsequently modified other than in accordance with this Section.