Schedule A -
VIRTUALITICS, INC. SOFTWARE LICENSE AGREEMENT

This Software License Agreement, including the Order Form which is incorporated herein (this "Agreement"), is a binding agreement between the GSA Multiple Award Schedule Contractor acting on behalf of VIRTUALITICS, INC. ("Virtualitics") and the eligible Ordering Activity under GSA Schedule contracts identified on the Order Form as the licensee of the Software ("Licensee" "You" or "Ordering Activity").

The parties agree as follows:

VIRTUALITICS PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, VIRTUALITICS WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE.

NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT LEGITIMATE AND AUTHORIZED BY VIRTUALITICS.

1.   Definitions

1.1   "Documentation" means the documentation for the Licensed Software that is provided by Virtualitics to Licensee.

1.2   "Equipment" means the equipment specified in the Documentation or otherwise approved by Virtualitics pursuant to Section 2.4, on which the Licensed Software is installed or used in any manner.

1.3   "Intellectual Property Rights" means all worldwide trade secret rights, patents and patent applications, trademark rights (registered or unregistered, including any goodwill acquired in such trademarks), service mark rights, rights in trade names, copyrights (whether registered or unregistered), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (patentable or not) and all other intellectual property and proprietary rights (registered or unregistered, and any application or rights to enforce the foregoing), and all other similar rights as they may exist anywhere in the world.

1.4   "Licensed Software" means the executable object code form of VIP - Virtualitics

1.5   "Seat License" means the ability for one employee of Ordering Activity to install and use the Licensed Software.

1.6   "Updates" means maintenance releases, improvements and enhancements to the Licensed Software or Documentation that are generally available to licensees of the Licensed Software. "Updates" does not include releases, improvements and enhancements which materially change or increase the utility, efficiency, functional capability or application of the Licensed Software.

2.   License

2.1   Software License. In consideration for the payment of the License Fee (as defined in Section 5.1), and subject to the terms and conditions of this Agreement, Virtualitics hereby grants to Ordering Activity a personal, non-exclusive, non-assignable, non-transferable, non-sublicensable, limited license during the Term to: (a) install and use the Licensed Software solely in executable

Immersive Platform, Virtualitics' proprietary virtual reality visualization and collaboration software product, and any Updates thereto which are provided by Virtualitics to Ordering Activity.

object code form for Ordering Activity's internal business purposes; and (b) to use the Documentation solely in connection with Ordering Activity's permitted use of the Licensed Software.

2.2   Delivery. Upon execution of this Agreement and payment of the License Fee, (a) the Licensed Software and Documentation will be delivered to Ordering Activity via electronic transmission or via hard media, as determined by Virtualitics; and (b) Virtualitics will provide (i) Ordering Activity with a link via email for registering individuals to be authorized with log-in rights to access, download and use the Licensed Software in accordance with the terms of this Agreement (collectively, the "End Users" and each, an "End User"), and (ii) each of the End Users with log-in credentials to access, download and use the Licensed Software.

2.3   Seat Licenses. For those items of Licensed Software for which the License Fee are based upon the number of Seat Licenses, the Ordering Activity may allow use of the Licensed Software only by the number of End Users equal to or less than the number of Seat Licenses. Each such End User may install the Licensed Software on up to 2 personal computer systems but may only access or use 1 instance of the Licensed Software at any particular time. If Ordering Activity allows use of the Licensed Software by a number of End Users exceeding the number of Seat Licenses for which Ordering Activity has paid the License Fee, Ordering Activity will inform Virtualitics within 14 days and will pay to Virtualitics the applicable difference in License Fees. Any such additional License Fee which Ordering Activity fails to pay Virtualitics will accrue interest at the rate set forth in Section 5.4 after the date upon which Ordering Activity personnel in excess of the number of Seat Licenses first used the Licensed Software, until the date upon which all additional License Fees and interest accrued thereon have been paid in full. If Ordering Activity decreases the number of Seat Licenses, there will be no credit given or refund paid on the License Fees already due or paid.

2.4   Restrictions on Use and Transfer. The Licensed Software will be installed only on Equipment owned or leased by Ordering Activity. Because the performance of the Licensed Software is dependent on the equipment on which it is used, Ordering Activity may only install the Licensed Software on the Equipment specified in the Documentation, or on other Equipment for which Ordering Activity has obtained Virtualitics' prior written approval.

2.5   End Users. Ordering Activity will be responsible for all acts and omissions of its End Users in connection with the Licensed Software.

2.6   Ownership. Subject only to Ordering Activity's rights pursuant to the license granted in Section 2.1 and as between the parties, Virtualitics will have sole ownership of all right, title and interest in and to the Licensed Software and Documentation, all error corrections, modifications, enhancements, Updates, feedback, new releases, whether created, conceived, developed or reduced to practice by Virtualitics, Ordering Activity or any other party, and all copies thereof (including ownership of all Intellectual Property Rights embodied in or related to the foregoing), and Ordering Activity hereby assigns to Virtualitics all of its rights, title and interest in and to the foregoing. 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. This Agreement does not provide Ordering Activity with title or ownership of the Licensed Software or Documentation or exclusive rights of any kind, but only a right of limited use. Ordering Activity must keep the Licensed Software and Documentation free and clear of all claims, liens and encumbrances. Ordering Activity will not claim or assert title to any portion of the Licensed Software or Documentation or attempt to transfer any title to the Licensed Software or Documentation to any third parties.

2.7   Ordering Activity Data. Ordering Activity grants to Virtualitics the right to (a) collect Ordering Activity's and End User's content, data, and other information related to the access to,

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installation of, and use of the Licensed Software ("Ordering Activity Data"),
(b) transfer the Ordering Activity Data to Virtualitics' servers for processing, analysis, retention, and

visualization, (c) use, copy, create derivative works of, perform and otherwise exploit the Ordering Activity Data, (d) host and store the Ordering Activity Data on Virtualitics' servers, and (e) share the Ordering Activity Data with other end users of the Licensed Software to the extent requested or authorized by Ordering Activity.

2.8   Limitations.   Except   as   expressly authorized in this Agreement, Ordering Activity may not
(a) assign, sublicense, transfer, lease, rent or distribute any of its rights in the Licensed Software or Documentation, (b) modify, alter, port, translate, localize, or create derivative works based upon the Licensed Software or Documentation in any manner, (c) reverse assemble, decompile, reverse engineer, translate or otherwise attempt to derive or obtain the source code, the underlying ideas, algorithms, structure or organization of the Licensed Software (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license), (d) copy or duplicate the Licensed Software or Documentation, (e) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection or product key used by Virtualitics in connection with the Licensed Software, (f) use the Licensed Software to develop a product which is competitive with any Virtualitics product offering, (g) enable access to the Licensed Software for a greater number of users than the total number of Seat Licenses purchased, (h) reassign license rights between users so frequently as to enable a single license to be shared between multiple users, (i) interfere with or disrupt the integrity or performance of any services associated with the Licensed Software; (j) use the Licensed Software in violation of any law or regulation, including by allowing the transfer, transmission, export or re-export of the Licensed Software or any portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency,
(k) remove, alter or obscure any proprietary

notices in or on the Licensed Software including copyright notices, (l) disclose or make available passwords, user IDs or other credential and login information (collectively, "Passwords") associated with the Licensed Software, other than to the applicable End User, or (m) cause or permit any End User or third party to do any of the foregoing. Ordering Activity will use best efforts to prevent unauthorized access to, and use of, the Passwords and the Licensed Software, and will immediately notify Virtualitics in writing of any unauthorized access to or use of the Licensed Software.

3.   Ordering Activity's Obligations.

3.1   Personnel and Equipment. Ordering Activity is responsible for providing qualified personnel to assist in the installation and operation of the Licensed Software, and to assure that such personnel are familiar with the use, operation, maintenance and support of the Licensed Software. The parties agree that it is Ordering Activity's responsibility to ensure that there is a proper network and environment for the Licensed Software. Virtualitics has no responsibility or liability for any failure, nonconformity or defect which is caused by or related to any failure to maintain an appropriate network or software or hardware not approved by Virtualitics.

3.2   Compliance With Laws. Ordering Activity represents and warrants that on behalf of itself and its End Users that neither will engage, and all such parties will use commercially reasonable efforts to avoid engaging, in any activity which violates any applicable law or regulation in connection with their use of the Licensed Software. Ordering Activity acknowledges that it is solely responsible for ensuring that the manner in which Ordering Activity transmits and receives information complies with all applicable laws and regulations.

3.3   Results of Use. ORDERING ACTIVITY ACKNOWLEDGES THAT VIRTUALITICS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OR FITNESS FOR ANY PARTICULAR PURPOSE OF PROJECTIONS OR OTHER INFORMATION

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CONTAINED IN, OR GENERATED USING, THE

LICENSED SOFTWARE. VIRTUALITICS WILL HAVE NO LIABILITY OR RESPONSIBILITY IN CONNECTION WITH ANY BUSINESS DECISION OR OTHER ACTION UNDERTAKEN BY ORDERING ACTIVITY IN CONNECTION WITH THEIR USE THE LICENSED SOFTWARE, AND ORDERING ACTIVITY WILL UNDERTAKE ANY SUCH BUSINESS DECISIONS OR ACTIONS AT THEIR SOLE RISK.

4. Updates

4.1 Provision of Updates. Virtualitics will provide Ordering Activity, at no additional cost, with all Updates to the Licensed Software that Virtualitics may make available during the term of this Agreement from time to time, so long as Ordering Activity is in good standing and not in breach of this Agreement. Virtualitics will not have any obligation under this Agreement to develop or release any Update or to adapt any other software product for use with the Licensed Software. Virtualitics will have no obligation to provide technical support, advice and assistance for changes, modifications or revisions to the Licensed Software that were not created by or on behalf of Virtualitics.

4.2 Installation. Ordering Activity will install all Updates. Ordering Activity acknowledges that Virtualitics may develop new or different computer programs which use portions of the Licensed Software or which perform all or part of the functions performed by the Licensed Software, and nothing in this Agreement will give the Ordering Activity any rights to such software or any software other than the Licensed Software and Updates.

5. Fees, Taxes

5.1 License Fees. Ordering Activity will pay Virtualitics the license fees described in the Order Form (the "License Fee") in the manner and time as set forth on the Order Form.

5.2 Reserved.

5.3 Records and Audit Rights. Ordering Activity will maintain full, complete and accurate records of business conducted pursuant to this Agreement, including data relating to Seat Licenses used. Records will be retained for the longer of 3 years, or as long as required by applicable law. Upon Virtualitics's written request, Ordering Activity will certify in a signed writing that Ordering Activity's use of the Ordering Activity Software is in full compliance with the terms of this Agreement (including with respect to Seat License limitations) and provide a current list of End Users for all purchased Seat Licenses. Virtualitics reserves the right to perform, no more frequently than one time per year (unless any prior audit has revealed a breach of this Agreement), an audit of the records maintained by Ordering Activity in order to verify Ordering Activity's compliance with the terms of this Agreement. Upon Virtualitics' request, Virtualitics, or an agent or representative chosen by Virtualitics, will be provided access during normal business hours to the books and records of Ordering Activity for the purpose of performing an audit of the payments due to Virtualitics. Virtualitics will pay all of the costs of an audit under this Section 5.3. Audit will be subject to Government Security requirements.

5.4 Late Payment. Any License Fee amounts not paid when due will accrue interest at the rate specified by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. In the event of any good faith dispute with regard to a portion of a payment, the undisputed portion will be paid as provided herein. Upon resolution of the dispute, any amounts owed by Ordering Activity to Virtualitics will be paid with interest at the rate set forth above accruing from the date such amounts were originally due.

Taxes. Virtualitics 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 provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

6. Publicity.

Ordering Activity will not disclose the

terms of this Agreement or make any announcements regarding the nature of the relationship between the parties without the prior approval of Virtualitics, except that Ordering Activity may disclose the terms of this Agreement where required by law, provided that Ordering Activity complies with the provisions of Section 10. Virtualitics and Ordering Activity agree and acknowledge that neither party may use any of the other party's names, trademarks or logos except as expressly set forth in this Agreement or as permitted in writing by the other party; except that Virtualitics may list Ordering Activity as a customer on Virtualitics' website and marketing material to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

7.   Proprietary Rights

7.1   Proprietary Rights Notices. Ordering Activity will not remove, alter or otherwise obscure any proprietary rights notices appearing in or on the Licensed Software or Documentation, including any proprietary rights notices relating either to Virtualitics or any third party.

7.2   U.S. Government Restricted Rights Legend. All Virtualitics technical data and computer software is commercial in nature and developed solely at private expense. If the user or Ordering Activity of the Licensed Software is an agency, department, or other entity of the United States Government, the Licensed Software is delivered as Commercial Computer Software as defined in DFARS 252.227-7014 (June 1995) or as a commercial item as defined in FAR 2.101(a) and as such is provided with only such rights as are

provided in Virtualitics' standard commercial license for such software. Technical data is provided with limited rights only as provided FAR 52.227-14 (June 1987), whichever is applicable. Ordering Activity agrees not to remove or deface any portion of any legend on any Licensed Software or Documentation delivered to it under this Agreement.

8.   Representations and Warranties

8.1   Authority. Each party represents and warrants to the other party that it has all necessary rights, power and authority to enter into this Agreement, and to grant the rights granted and to undertake the obligations accepted by such party under this Agreement.

8.2   Virtualitics Warranty. Virtualitics warrants to Ordering Activity that for a period of thirty (60) days from delivery to Ordering Activity (the "Warranty Period"), the Software will operate in substantial conformity with the Documentation. Virtualitics does not warrant that the Licensed Software and Documentation, or any use of the Licensed Software or Documentation, will meet the requirements of Ordering Activity, or that the operation of the Licensed Software will be uninterrupted or error free.

8.3   DISCLAIMER. THE WARRANTIES SET FORTH IN SECTIONS 8.1 AND 8.2 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, AND EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 8.1 AND 8.2, VIRTUALITICS MAKES NO ADDITIONAL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE". VIRTUALITICS HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.   Reserved

10.   Confidentiality

10.1   Confidential Information. Ordering Activity hereby acknowledges that the structure, sequence and organization of the Licensed Software, in whatever form, are the valuable intellectual property of Virtualitics and include trade secrets and other confidential and proprietary information of Virtualitics. In addition, Ordering Activity agrees and acknowledges that any other nonpublic, confidential or proprietary information or data which Virtualitics may provide hereunder, are proprietary to Virtualitics. Ordering Activity agrees to hold all such information in strict confidence, and not to use or disclose such information, except as permitted hereunder. Ordering Activity's obligations hereunder will survive any termination or expiration of this Agreement.

10.2   Exceptions to Confidential Information. Notwithstanding the foregoing, Ordering Activity will have no obligation under this Section 10 with respect to any information which it can prove is (i) now or hereafter, through no unauthorized act or failure to act on Ordering Activity's part, in the public domain;
(ii) known to Ordering Activity without an obligation of confidentiality effective at the time Ordering Activity received the same from Virtualitics, as evidenced by written records; (iii) hereafter furnished to Ordering Activity by a third party as a matter of right and without restriction on disclosure; or
(iv) independently developed by Ordering Activity without any use of, access to or reference to Virtualitics' confidential information. If Ordering Activity elects to rely on one or more of the foregoing provisions, Ordering Activity will have the burden of proving the applicability of the provision to Ordering Activity's disclosure. Nothing in this Agreement will prevent Ordering Activity from disclosing information to the extent Ordering Activity is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, Ordering Activity will (a) provide reasonably timely notice to Virtualitics in writing of the agency's order or request to disclose, and
(a) cooperate fully with Virtualitics, at Virtualitics' expense, in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting the confidentiality of the disclosed information. Virtualitics 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.

11.   Limitation of Liability

11.1   Consequential   Damages   Waiver. WITHOUT LIMITING THE RIGHTS OR REMEDIES OF THE PARTIES PURSUANT TO SECTION 10 OR THE OBLIGATIONS OF THE PARTIES PURSUANT TO SECTION 9, NEITHER PARTY WILL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF A PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's gross negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11.2   Liability Cap. WITHOUT LIMITING THE RIGHTS OR REMEDIES OF THE PARTIES PURSUANT TO SECTION 10 OR THE OBLIGATIONS OF THE PARTIES PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL PURCHASE ORDER PRICE PAID, INCLUDING LICENSE FEES PAID BY ORDERING ACTIVITY UNDER THE PURCHASE ORDER TO VIRTUALITICS..

11.3   Failure of Essential Purpose. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 11 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12.   Export Regulations;Foreign Corrupt Practices Act

12.1   Export Regulations. Ordering Activity agrees that it will not export or re-export the Licensed Software, Documentation or other technical data received hereunder (or any copies thereof) (collectively "Technical Data") or any products utilizing the Technical Data in violation of any applicable laws or regulations of the United States or the country

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in which Ordering Activity obtained them or where Ordering Activity resides. Ordering Activity is responsible for obtaining any licenses to export, re-export or import the Technical Data. In addition to the above, Technical Data may not be used, exported or re-exported (i) into or to a national or resident of any country to which the U.S. has embargoed goods, or (ii) to any one on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

12.2   Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act and with each party's established corporate policies regarding foreign business practices, each party (including such party's employees, agent and subcontractors) agrees that it will not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist such party in obtaining or directing any such business.

13.   Term and Termination

13.1   Term. This Agreement will become effective on the Effective Date and will remain in effect for an initial term of 1 year from the Effective Date, unless a different Initial Term is specified in the Order Form (the "Initial Term"). After the Initial Term, this Agreement may be renewed for successive additional terms of 1 year each by the parties executing a new Purchase Order in writing (each a "Renewal Term"). This Agreement may be terminated prior to the expiration of the Initial Term or Renewal Term pursuant to this Section 13.

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13.2   Right to Terminate for Breach. 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.

13.3   Obligations Upon Termination. Upon the expiration or termination of this Agreement for any reason, the license granted to Licensee hereunder will terminate and Licensee will discontinue the use of the Licensed Software and Documentation and all Virtualitics confidential information. Licensee will immediately return to Virtualitics (or, at Virtualitics' direction, destroy) all physical copies of the Licensed Software and Documentation and all other confidential information of Virtualitics, or portions thereof, in its possession, and upon Virtualitics' request Licensee will provide Virtualitics with an affidavit certifying that it has complied with its obligations under this Section.

13.4   Survival. Neither the termination or expiration of this Agreement will relieve either party from its obligations to pay the other any sums accrued hereunder. The parties agree that their respective rights, obligations and duties under Sections 2.6, 8.3, 9, 10, 11, 12, 13.3, 13.4, and 14 will survive any termination or expiration and remain in effect thereafter.

14.   Miscellaneous

14.1   Notices. Any notice provided for or permitted under this Agreement will be treated as having been given (a) when delivered personally or sent by fax, on the next business day after the day on which it is sent, (b) when sent by commercial overnight courier with written verification of receipt, on the next business day after its delivery to the courier during normal business hours, or (c) when mailed postage

prepaid by certified or registered mail, return receipt requested, on the fifth business day after its date of posting. Notices will be sent to the addresses set forth in the Order Form, or at such other place of which the other party has been notified in accordance with the provisions of this Section 14.1.

14.2   Amendment; Waiver. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

14.3   Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision will be amended to achieve as closely as possible the economic effect of the original term and all other provision will continue in full force and effect.

14.4   Governing Law. This Agreement will be governed by and construed under the Federal laws of the United States .

14.5   Reserved ..

14.6   Reserved..

14.7   Reserved.

14.8   Reserved.Excusable delays shall be governed by FAR 52.212-4(f)..

14.9   Assignment. Neither this Agreement nor any of the rights or obligations hereunder, either in whole or in part, may be assigned or otherwise transferred, whether voluntarily or by operation of law, by Ordering Activity without the prior written consent of Virtualitics, which consent may be withheld in Virtualitics' sole discretion, and any attempted transfer or assignment is null and void and will be deemed a material breach of this Agreement. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

14.10   Relationship of the Parties. The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

14.11   English Language. Ordering Activity agrees that the original of this Agreement will be written in the English language and waives any rights it may have under the laws of its country of residence to have such Agreement written in its local language. If a local language version is provided, it is for convenience only and the English language version will be the binding document.

14.12   Conflict. The terms set forth in this Agreement will prevail notwithstanding any conflict with the terms of any other instrument submitted by Ordering Activity or Virtualitics, except that a negotiated Government Purchase Order, signed by both parties, shall supersede the terms of the Agreement.

14.13   Entire Agreement. This Agreement, including all Exhibits to this Agreement, the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof.