

## Supplement B

### Special Terms—Government Customers

This Supplement is incorporated by reference into our General Terms and forms a part of the Order Agreement to which you and we are Parties. Capitalized terms used without definition in this Supplement have the corresponding meaning set forth in the General Terms.

This Supplement applies only to the U.S. government and our other U.S. and non-U.S. government customers, inclusive of all departments, agencies, bureaus and other organizational entities.

**1. Disputes, Governing Law and Venue.** We acknowledge that the applicable public procurement laws of your jurisdiction will govern the Order Agreement (other than the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act), and that we will comply with mandatory dispute resolutions under your applicable law. You and we further agree that, as between you and us, any provisions in the Order Agreement that are inconsistent with your applicable laws will not apply to the narrowest extent possible. We will cooperate with you to execute a separate writing in connection with the Order Agreement confirming specific superseding terms.

**2. U.S. Federal Law.** If you are a U.S. government customer, we further acknowledge that, to the extent the terms and conditions in the Order Agreement are inconsistent with U.S. federal law—see Federal Acquisition Regulation (“**FAR**”) 12.212(a) and Defense Federal Acquisition Regulation Supplement (“**DFARS**”) 227.7202-1(a)—they will be deemed deleted and unenforceable including, but not limited to the following:

**(a) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, any future changes to the Order Agreement must be signed in writing by a duly warranted contracting officer. The same requirement applies to contract modifications affecting the rights of the Parties and assignment of the Order Agreement to a third party. All terms and conditions intended to bind you must be included within the contract signed by your contracting officer.

**(b) Termination.** Clauses in the Order Agreement referencing termination or cancellation are hereby deemed to be deleted. Termination will be governed by applicable FAR and DFARS clauses in the Order Agreement and by the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109 (the “**Contracts Dispute Act**”), subject to the exception that we may request cancellation or termination of the Order Agreement if such remedy is granted to us after conclusion of the Contracts Disputes Act dispute resolutions process referenced in the succeeding paragraph (c) or if such remedy is otherwise ordered by a U.S. Federal Court.

**(c) Consent to Government Law / Consent to Jurisdiction.** Any disputes relating to the Order Agreement will be resolved in accordance with the FAR, DFARS and the Contract Disputes Act. Consent to governing law, jurisdiction, and venue is subject to the Contracts Disputes Act and Federal Tort Claims Act (28 U.S.C. § 1346(b)). The validity, interpretation and enforcement of the Order Agreement will be governed by and construed in accordance with the laws of the United States. Provisions requiring you to be liable for the cost of taxes or to pay any local, state, or federal taxes are hereby deleted.

**(d) Licensee Indemnities.** All Order Agreement clauses referencing licensee indemnities are hereby deemed deleted, as are any Order Agreement clauses that (1) violate the Department of Justice’s right to represent you in any case, in accordance with 28 U.S.C. § 516, and/or (2) require that you give sole control over the litigation and/or settlement to us.

**(e) Future Fees or Penalties.** We acknowledge that the Anti-Deficiency Act (31 U.S.C. § 1341, 41 U.S.C. § 11) prohibits you from paying any fees or penalties beyond the awarded contract ceiling amount (including attorney’s fees), unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901) or Equal Access to Justice Act (5 U.S.C. § 504). All Order Agreement clauses that violate the Anti-Deficiency Act are hereby deemed deleted. This includes, but is not limited to, provisions indicating paid services, fees, charges, and/or billing practices that would renew automatically until you elect to cancel.

**(f) Advertisements and Endorsements.** We acknowledge that use of your name or logo is prohibited without your prior consent.

**(g) Remedies.** The Order Agreement will not impair your right to recover for fraud or other crimes arising out of or related to the Order Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, the Order Agreement will not impair or prejudice your right to express remedies provided in an existing government contract.

**3. Commercial Rights.** The Licensed Materials are commercial items, developed at private expense, provided to you under the Order Agreement. If you are a U.S. government entity or U.S. government contractor, we license the Licensed Materials to you in accordance with the Order Agreement under DFARS §227.7202 and FAR §2.01, §12.211 and §12.212, and provide them to you with “limited rights” as defined in your acquisition manual or supplemental acquisition regulation, Part 27 Patents, Data, and Copyrights, or other section, as applicable. The Licensed Materials are subject to restrictions, and the Order Agreement, including this Supplement B, strictly governs your use, modification, performance, release, display, reproduction or disclosure of the Licensed Materials. If any court of appropriate jurisdiction, arbitrator, board or administrative tribunal holds that you have greater rights to any portion of Licensed Materials under applicable public procurement law, such rights will extend only to the portions explicitly affected by such holdings.