

ALM Works EULA Addendum for Government Customers or Users

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IMPORTANT - READ CAREFULLY: This Addendum forms part of the ALM Works End User License Agreement the current version of which is available at <https://almworks.com/company/legal/> or any other modified EULA executed by ALM Works and a licensee in writing, each the "EULA". This Addendum applies to any representative, unit, agency, department, political subdivision, authority or instrumentality of a local, state or federal government in the U.S. or a foreign country or territory, including contractors conducting work for the internal use of the foregoing entities (each a "Government Customer") and their authorized users and modifies the terms of the EULA for a Government Customer only to the extent required to accommodate any United States federal statutory restrictions or obligations that apply, without exception, to the EULA. Accordingly, the EULA is hereby modified as set forth below as it pertains to use by a Government Customer.

1. Definitions

All capitalized terms used in this Addendum which are not defined in this Addendum shall have the meanings given to them in the EULA.

2. Software as Commercial Item

The ALM Works Software, Documentation, and related services are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, and all software is "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined at 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. All sales to Government Customer shall be consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202-1 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable. Except to the extent governed by federal law and regulation for Government Customer, the use, duplication, and disclosure of the ALM Works Software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in the EULA.

3. Limitations on EULA Terms and Conditions

ALM Works acknowledges that statutes and regulations of the U.S. Government, including procurement laws and regulations, require that certain terms and conditions in the EULA are limited and will only apply to the extent expressly authorized by applicable law. These terms and conditions include provisions imposing indemnification by Government Customer, limitations of liability, dispute resolution, jurisdiction, rights to modify or combine the software, and the unilateral rights of ALM Works to terminate the EULA. In all such instances, ALM Works acknowledges that the provisions of the EULA are superseded where, and to the extent, required by applicable U.S. law and regulation. Liability for any breach of the EULA as modified by this Addendum or any claim arising from the EULA as modified by this Addendum, shall be determined under the Contract Disputes Act, the Federal Tort Claims Act, or other governing federal or state authority. Federal Statute of Limitations provisions shall apply to any breach or claim. In the event of a dispute between ALM Works and Government Customer, Government Customer agrees that ALM Works shall have standing and direct privity of contract to bring a claim directly against Government Customer in a court of competent jurisdiction or an agency board of contract appeals. Government Customer's use of ALM Works Software and Documentation and related services under the EULA and this Addendum shall only be for a governmental purpose. Any private, personal, or non-governmental purposes shall result in the waiver of this Addendum and the terms and conditions of the EULA, including the requirement to purchase the applicable ALM Works Software, shall apply without modification.

4. Intellectual Property Ownership

Except as expressly stated in the EULA, no rights in the ALM Works Software, including rights to any derivative works, inventions, product modifications, or documentation are conferred to Government Customer or any other party. All such rights belong exclusively to ALM Works.

5. Publicity Rights

We may identify Government Customer as a customer in our marketing materials to the extent permitted by federal law or regulation. We will not suggest that Government Customer endorses our software products but only that Government Customer is our customer. Government Customer may request that we stop doing so by submitting an email to the applicable address set forth in the EULA.

6. Governing Law

Any terms regarding choice of law and venue in the EULA are hereby waived. The EULA and this Addendum shall be governed by, and interpreted and enforced in accordance with, the laws applicable to Government Customer without reference to conflict of laws. The laws of the Commonwealth of Massachusetts will apply in the absence of applicable law.

7. Order of Precedence

If there is any conflict between this Addendum and the EULA, or between this Addendum and other terms, rules or policies on the ALM Works website or related to our software or related services, this Addendum shall prevail to the extent permitted by applicable law.

We may update or modify this Addendum from time to time as set forth in the EULA.

Should you have any questions about this EULA Addendum, please contact ALM Works Inc. at: 181 Wells Ave., Suite 204, Newton, MA 02459, USA. E-mail: info@almworks.com