



U.S. Government Rider

Version 1.0

[DOCUMENT CLASSIFICATION: CONFIDENTIAL]



U.S. Government Rider

This U.S. Government Rider forms part of your agreement with Titania Ltd ("**Titania**"). It applies alongside the End User License Agreement ("**EULA**") and the Order that identifies your organization as the licensee ("**Licensee**") and sets out the additional terms that apply if and to the extent the Software is acquired by, or on behalf of, a U.S. Government Entity, including under a U.S. Government contract, schedule, or other authorized ordering vehicle.

Except as expressly stated in this U.S. Government Rider, all other terms of the EULA continue to apply unchanged. Where the Software is provided pursuant to a U.S. Government contract or ordering vehicle that requires the inclusion of mandatory provisions of Applicable Law (including, where applicable, the Federal Acquisition Regulation or agency-specific acquisition regulations), such mandatory provisions shall apply to the extent required.

Where there is a conflict between this U.S. Government Rider and the EULA, the conflict will be resolved in accordance with the order of precedence set out within this U.S. Government Rider.

1. Definitions

The definitions used in this U.S. Government Rider are set out below. Any term not defined here will have the meaning given elsewhere in the EULA:

"Government Contract" means any contract, schedule, task order, delivery order, or other authorized ordering vehicle entered into by or on behalf of a U.S. Government Entity under which the Software is provided.

"U.S. Government Entity" means any agency, department, or instrumentality of the United States federal government. Where required by Applicable Law, this term may also include state or local government entities or political subdivisions acting in a governmental capacity.

2. Commercial Computer Software

2.1. The Software and the Documentation provided to the U.S. Government Entity are "commercial computer software" and "commercial computer software documentation", as those terms are defined in applicable U.S. Federal Acquisition Regulations, including FAR 2.101.

2.2. For U.S. Department of Defense acquisitions, the Software and Documentation are licensed in accordance with DFARS 227.7202, as applicable to commercial computer software.

2.3. Where the Software is acquired by or on behalf of a U.S. Government Entity pursuant to a Government Contract, the U.S. Government Entity's rights in the Software and the Documentation are limited to the rights expressly granted under the EULA, as supplemented by this U.S. Government Rider, and no additional or greater rights are granted except as required by Applicable Law, including FAR 12.212 and, where applicable, FAR 227.7202.

2.4. Nothing in the EULA or this U.S. Government Rider shall be construed to grant the U.S. Government Entity any rights in the Software or Documentation beyond those customarily provided to the public under the EULA, except to the limited extent specifically required under the relevant Government Contract.

3. Indemnities

3.1. Titania's intellectual property infringement indemnity, as set out in the EULA, applies where the Software is acquired by or on behalf of a U.S. Government Entity.

3.2. Nothing in the EULA or this U.S. Government Rider requires a U.S. Government Entity to indemnify, defend, or hold harmless Titania, nor shall any such obligation be implied.

3.3. Where Titania provides an intellectual property infringement indemnity under the EULA, a U.S. Government Entity may participate, at its own expense, in the defense or settlement of the relevant claim solely to the extent required to preserve any immunities or defenses available to it as a sovereign government under Applicable Law.

3.4. Any participation by a U.S. Government Entity shall not limit Titania's right to control the defense or settlement of the claim in accordance with the EULA, nor shall anything in this section be construed as a waiver of any rights, immunities, or authorities of the U.S. Government under Applicable Law.

4. Limitation of Liability

- 4.1. The limitations and exclusions of liability set out in the EULA apply where the Software is acquired by or on behalf of a U.S. Government Entity, to the maximum extent permitted by Applicable Law.
- 4.2. Nothing in the EULA or this U.S. Government Rider excludes or limits liability where such exclusion or limitation is prohibited by Applicable Law or is otherwise inconsistent with mandatory requirements applicable to a Government Contract.
- 4.3. For the avoidance of doubt, nothing in this section shall be construed to alter or limit any rights or remedies available to a U.S. Government Entity under Applicable Law where such rights or remedies cannot be contractually limited.

5. Unilateral Amendments & Click-Through Terms

- 5.1. No unilateral modification of the EULA or this U.S. Government Rider will be binding on a U.S. Government Entity unless agreed in writing by the parties in accordance with the requirements of the applicable Government Contract.
- 5.2. Any standard terms presented through online, click-through, shrink-wrap, browse-wrap, or similar mechanisms do not apply to the extent they purport to amend, vary, or override the EULA or this U.S. Government Rider.
- 5.3. For the avoidance of doubt, nothing in this section prevents Titania from updating documentation, policies, or schedules that do not amend the Parties' agreed contractual terms.

6. Data, Deployment & Support Transparency

- 6.1. The Software is designed to be deployed and operated within the Licensee's own systems and environments, under the Licensee's control, in accordance with the EULA and without requiring Titania to host, operate, or manage the Licensee's infrastructure or systems.
- 6.2. Titania does not access, receive, or process Licensee Data in the ordinary operation of the

Software. In connection with the provision of Support Services, the Licensee may elect to provide Titania with limited Licensee Data or diagnostic information to assist with troubleshooting or support requests. Any such data sharing is optional, subject to Applicable Law and the terms of the EULA.

- 6.3. Titania is a UK headquartered organization. As a result, the Parties accept that Support Services may be provided by Titania personnel located outside the United States, including in the United Kingdom. The provision or use of Support Services remains within the control of the Licensee and is governed by the EULA and Standard Support Schedule.

7. Public Access to Information

- 7.1. The Parties acknowledge that the EULA and this U.S. Government Rider do not contain confidential or proprietary information and may be made available to the public, including through public websites or disclosure in response to requests under applicable public access or freedom of information laws, including the Freedom of Information Act, 5 U.S.C. § 552.
- 7.2. Nothing in the EULA or this U.S. Government Rider restricts a U.S. Government Entity from disclosing information as required by Applicable Law or pursuant to lawful requests from other U.S. Government entities, oversight bodies, or regulatory authorities (including disclosures to Congress, auditors, Inspectors General, or similar bodies).
- 7.3. For the avoidance of doubt, this section applies only to the EULA and this U.S. Government Rider and does not apply to, or affect the confidentiality of, any Licensee Data, Confidential Information, or other information provided or disclosed in connection with the use or operation of the Software, Support Services, or any related services, which remain subject to the confidentiality and data protection provisions of the EULA.

8. Future Fees & Penalties

- 8.1. Nothing in the EULA or this U.S. Government Rider requires a U.S. Government Entity to make any payment in violation of the Anti-Deficiency Act or other Applicable Law governing the obligation or expenditure of

public funds, including any obligation to pay future, contingent, or unappropriated amounts.

- 8.2. To the extent any provision of the EULA would be interpreted to require the payment of fees, charges, or penalties that are not permitted under Applicable Law governing U.S. Government contracts, such provision shall apply only to the maximum extent permitted by Applicable Law.
- 8.3. Nothing in this section limits Titania's right to seek relief for breach of the EULA or this U.S. Government Rider in accordance with Applicable Law and the applicable dispute resolution process.

9. Governing Law & Compliance

- 9.1. Each party shall comply with Applicable Law in connection with its performance of the EULA and this U.S. Government Rider.
- 9.2. Where the Software is acquired by or on behalf of a U.S. Government Entity, the EULA and this U.S. Government Rider shall be governed by and construed in accordance with applicable U.S. federal law, and, to the extent applicable, state law, in each case without regard to any conflict of laws principles that would require the application of the laws of another jurisdiction.

10. General

- 10.1. In the event of any conflict or inconsistency between the terms of this U.S. Government Rider and any other agreement document, the following order of precedence shall apply:
 - o mandatory requirements under Applicable Law and the relevant Government Contract
 - o this U.S. Government Rider;
 - o the EULA;
 - o the Order; and
 - o any other documents incorporated by reference.
- 10.2. Except as expressly set out in this U.S. Government Rider, the EULA remains unchanged and in full force and effect.
- 10.3. This U.S. Government Rider, together with the EULA and the Order, forms part of the agreement between the parties and applies solely in relation to the acquisition of the Software by or on behalf of a U.S. Government Entity.