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SUBSCRIPTION FEE. The annual Subscription Fee is based on the number of Authorized Users specified in the Contract and the extent of access to the on-call inquiry research service, as detailed in the Contract or order.

SUBSCRIPTION TERM. The Subscription Term will begin on the date Compusearch provides Subscriber access to the VAO AND ALO site and service via the Internet (the "Activation Date") and continue for the term identified in the contract or order (usually one full year), unless sooner terminated as provided in this Subscription Agreement. On or before the Activation Date, the VAO will provide an account designation ("user name") and one password per Authorized User to enable Subscriber to access the VAO AND ALO site and service.

RENEWAL. At the expiration of each Subscription Term, the Subscription shall be subject to renewal at the fees and on the terms stated in the then current contract, as applicable.

PAYMENT. Subscriber agrees to pay the Subscription Fee applicable to the number of Authorized Users selected in the Contract. Finance charges on any past due balances will accrue in accordance with the Prompt Payment Act.

MAINTENANCE. At no additional charge, Compusearch will update the VAO AND ALO site and service from time to time with any new materials, error corrections, and other upgrades which are developed or compiled by Compusearch for release during the Subscription Term.

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ACCESS AND USE. Conditioned on receipt of the Subscription Fee, Compusearch grants a temporary, non-transferable, non-exclusive license to the Subscriber for up to the specified number of Subscriber's Authorized Users to access and use the VAO AND ALO, during the Subscription Term, in accordance with this Subscription Agreement and the Terms of Use posted on the VAO web site, for the sole purpose of obtaining guidance with respect to acquisition and program management conducted by Subscriber. The permitted use for this purpose is limited to: (1) accessing and browsing for information on the VAO AND ALO; (2) searching, retrieving, downloading, and storing information from the VAO AND ALO on computers owned or leased by Subscriber; and (3) printing excerpts of the information on the VAO AND ALO for use and storage within the offices of Subscriber. In addition, all Authorized Users must

express their agreement to the VAO AND ALO Terms of Use as a condition to accessing and using the VAO AND ALO web site and service.

PROHIBITED ACTS. Subscriber and its Authorized Users may not:

- (1) disclose any VAO AND ALO password to any other person other than the specific Authorized User to whom the password was assigned by VAO or a single employee of Subscriber designated to VAO in writing as Subscriber's password manager;
- (2) permit or enable any person or entity other than Subscriber's Authorized Users to access or use VAO AND ALO;
- (3) use or operate VAO AND ALO for the benefit of, or in connection with procurements or other activities conducted by, any person or entity other than Subscriber;
- (4) make, distribute, or publicly display (by posting on the Internet, displaying at meetings or conferences, or otherwise) any printouts or copies of printouts from VAO AND ALO, other than to the limited extent expressly permitted in the paragraph entitled, *Access and Use*;
- (5) remove, alter, or obscure any copyright, confidentiality, trademark, or other proprietary notices or legends from any printouts made from VAO AND ALO or copies thereof;
- (6) decompile, reverse engineer, or attempt to discover the source code of the computer programs which implement VAO AND ALO;
- (7) engage in systematic or other retrieval or copying of data or other information or materials from this Site or any of its Contents to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from VAO, by use of scrapers or other tools or otherwise; or
- (8) circumvent, or provide or use any computer program or device intended to circumvent, any technological measures implemented by Compusearch to limit or control access to or use of the VAO AND ALO.

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TERMINATION. **Recourse against the United States, if any, must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.** If termination results from breach by Compusearch, Subscriber shall be entitled to a *pro rata* refund of the prepaid Subscription Fee, if any, for the portion of the Subscription Term which follows the effective date of termination. If termination results from breach by Subscriber, Subscriber shall not be entitled to a refund. Upon expiration of the Subscription Term or termination of the Subscription for any other reason, Subscriber's access to the VAO AND ALO will be discontinued, Subscriber's passwords will be de-activated, and Compusearch shall have no further liability to Subscriber, except for a possible *pro rata* refund as described in this paragraph.

SUSPENSION OF ACCESS. If unauthorized activity appears to be occurring on Subscriber's account or otherwise to secure and/or protect the VAO AND ALO and/or preserve the VAO AND ALO's service availability and/or functionality and/or Compusearch's proprietary interest and ability to control the VAO AND ALO, Compusearch may de-activate Subscriber's passwords and suspend Subscriber's access to the VAO AND ALO immediately and without prior notice. Compusearch shall promptly notify Subscriber of such suspension, and the parties shall cooperate to investigate the situation and agree upon a method to prevent further unauthorized activity. If and only if it is later determined that Compusearch suspended access without reasonable cause, as Subscriber's sole and exclusive remedy and to liquidate any damages Subscriber may have incurred and not as a penalty, Subscriber shall be entitled only to a *pro rata* refund of the portion of the prepaid Subscription Fee allocable to the entire period of suspension and hereby releases Compusearch from any and all claims Subscriber may have, now or in the future, arising out of any suspension of Subscriber's access under this Section.

ACCESS REQUIREMENTS. Subscriber is solely responsible for procuring, paying for, and maintaining in working order all computer hardware, software (including Internet browser), and Internet and telecommunications services necessary to access the VAO AND ALO.

VERIFICATION OF INFORMATION AND RESULTS. The VAO AND ALO incorporates sophisticated knowledge which Compusearch believes to be accurate and applies such knowledge to complex problems in a manner which Compusearch believes to be correct, but the VAO AND ALO is not a substitute for professional judgment or expertise nor is Compusearch responsible for any decisions, actions or omissions by Subscriber and/or any Authorized Users, employees of Subscriber, or on-site contractor employees assigned to Subscriber made in reliance on the VAO AND ALO. The VAO AND ALO and Compusearch do not provide legal, financial, or other professional advice but do provide only information as expressly represented herein strictly in accordance with the terms of this Subscription Agreement. In addition, the VAO AND ALO incorporates information and materials from third parties which Compusearch believes to be accurate but is unable to verify in many cases. Subscriber agrees to instruct all of its Authorized Users to verify all information received from the VAO AND ALO and all results produced by VAO AND ALO in an appropriate manner before acting or otherwise relying on them. Subscriber hereby releases Compusearch from all liability arising out of Subscriber's, its Authorized Users' use of VAO AND ALO.

LEGAL COMPLIANCE. Subscriber agrees to comply with all applicable laws and regulations in its use of VAO AND ALO and to insure such compliance by all of Subscriber's Authorized Users.

SECURITY. Subscriber shall maintain the secrecy of its passwords, disclosing each password only to the Authorized User to whom it was assigned by VAO and disclosing all passwords only to a single employee of Subscriber designated to VAO in writing as Subscriber's password manager. Subscriber shall direct its Authorized Users not to disclose their passwords to anyone and shall otherwise ensure that Subscriber's passwords are not disclosed to unauthorized persons. Subscriber shall notify VAO immediately by electronic mail directed to vaocustomer@gotovao.com if it becomes aware of any unauthorized disclosure of its passwords, any other apparent compromise of the security of its passwords, or any unauthorized access to or use of VAO AND ALO. Upon request after a breach of security, VAO will assign Subscriber one or more new passwords. Subscriber hereby releases Compusearch and VAO from

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- (2) operate and maintain VAO AND ALO databases, servers, and implementing software to provide availability of VAO AND ALO during normal business hours, subject to periodic unavailability due to maintenance of servers or other equipment, installation or testing of software, uploading of data, and downtime related to equipment, services, or other factors outside the control of Compusearch; and
- (3) scan VAO AND ALO, as it resides on Acquisitions Solutions servers, for known viruses, harmful code, and disabling mechanisms, and promptly remove any such items that are found.

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MONITORING OF USAGE. Subscriber agrees that Compusearch may monitor, compile, review, and copy data relating to usage of VAO AND ALO by Subscriber and Subscriber's Authorized Users for compliance with this Subscription Agreement.

TREATMENT OF PERSONAL INFORMATION. Any personal information which Subscriber or its Authorized Users provide in connection with their use of VAO AND ALO will be treated in accordance with the Privacy Policy published on the Compusearch website.

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SEVERABILITY. If any provision of this Subscription Agreement is held to be unenforceable to any extent, the unenforceable provision shall be enforced to the fullest extent permissible and/or reformed to implement as fully as permissible the intent of the parties as expressed herein, and the other provisions shall remain in full force and effect.

NOTICES. All notices under this Subscription Agreement shall be given in writing and sent by reputable commercial courier, specifying same day or next business day delivery, or by certified mail to the last known address of the party being notified, with a copy, which is not required and shall not constitute notice, sent by facsimile or electronic mail, if reasonably feasible. Notice shall be effective upon the first attempt at delivery by the courier or postal service.

FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations hereunder due to acts of God, war, insurrection, terrorism, failure of public utilities or telecommunications and/or Internet service providers, strikes, governmental action, or any other cause beyond its reasonable control.

NO ASSIGNMENT. Subscriber may not assign or transfer this Subscription Agreement, the Subscription, or any licenses or rights under this Subscription Agreement to any other party. Any attempted assignment or transfer in violation of this paragraph shall be void.

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