

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

132-40 Cloud Computing Services

132-51 IT Professional Services



**We see the people
behind the data.™**

**GIANT OAK, INC.
1515 North Courthouse Road, Suite 1120
ARLINGTON, VA 22201**

**Contract Number: GS35F558GA
Period Covered by Contract: 20 July 2017 through 19 July 2022**

**GENERAL SERVICES
ADMINISTRATION FEDERAL
SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

CONTRACT NUMBER: GS-35F-558GA Updated: *(current price list incorporated into GSA Schedule by Mod PS-0004 dated 18 Apr 2018)*

CONTRACT PERIOD: 20 July 2017 through 19 July 2022

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR: Giant Oak, Inc.
1515 North Courthouse Road, Suite 1120
ARLINGTON, VA 22201
Phone number: (703) 842-0661
www.giantoak.com

CONTRACTOR'S ADMINISTRATION SOURCE:

Erik Celentano-Contracts Representative
1515 North Courthouse Road, Suite 1120
ARLINGTON, VA 22201
Phone number: (703) 842-0661
E-Mail: erik.celentano@giantoak.com

BUSINESS SIZE: Veteran-Owned Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM

NUMBERS (SINs)	SIN	DESCRIPTION
132-40		Cloud Computing Services
132-51		IT Professional Services

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**
(Government net price based on a unit of one)

2. MAXIMUM ORDER*: \$500,000 per SIN and \$500,000 per order

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities

5. POINT(S) OF PRODUCTION: N/A

6. DISCOUNT FROM LIST PRICES: *Basic discount of 3%-25% from the awarded commercial price list.*

7. VOLUME DISCOUNT(S): *2% for single labor orders \$100K+; 5% for single labor orders \$500K+*

8. PROMPT PAYMENT TERMS: Net 30

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b **Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: As negotiated per task order

- 11b. **EXPEDITED DELIVERY:** Items available for expedited delivery are noted in this price list.
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Contact the Contractor for rates.
- 11d. **URGENT REQUIRMENTS:** Agencies can contact the Contractor’s representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. **FOB POINT:** Destination

Contract Number GS-35F-558GA

- 13a. **ORDERING ADDRESS:** Same as contractor address
- 13b. **ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA’s) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).
- 14. **PAYMENT ADDRESS:** Same as contractor address
- 15. **WARRANTY PROVISION:** N/A
- 16. **EXPORT PACKING CHARGES:** N/A
- 17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micropurchase level may be inserted by contractor)
- 18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**
N/A
- 19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content,energy efficiency, and/or reduced pollutants): N/A**
- 24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A**
- 25. DUNS NUMBER: 83-112778**
- 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has Active Registration in sam.gov.**

Giant Oak Price List

Updated: February 5, 2018 (incorporated into GSA Schedule by Mod PS-0004 dated 18 Apr 2018)

Giant Oak Search Tool (GOST®)

Giant Oak Search Tool (GOST®) is an open source search and triage tool where users build and refine custom domains of the internet. GOST® leverages open sources, social media, and the deep web to identify evidence of illicit activity and relevant information about entities of interest to clients.

ID	Product Description Summary	Unit	GSA Discounted Price
1	GOST® License (0-2,000)	Per Query	\$2.24
2	GOST® License (2,001-5,000)	Per Query	\$1.74
3	GOST® License (5,001-15,000)	Per Query	\$1.49
4	GOST® License (15,001-30,000)	Per Query	\$1.24
5	GOST® License (30,001 or more)	Per Query	\$0.99

Giant Oak Search Tool (GOST®) – Continuous Evaluation

Customers have the option of purchase ongoing searches for the same entity rather than singular queries. Continuous Evaluation prices are \$10 per entity per month and run for 12 months. Customers determine the number of entities in Continuous Evaluation to purchase, in increments of 100 entities. Continuous Evaluation is billed annually; customers pay upfront for the year. Customers can request to remove entities, adjust to include separate entities, or add entities up to the agreed upon limit. If the number of entities exceeds the agreed upon limit, customers can purchase additional packs of 100 entities in Continuous Evaluation as required.

ID	Product Description Summary	Unit	GSA Discounted Price
1	GOST® Continuous Evaluation	Per Entity Per Month	\$9.87

Giant Oak Search Tool (GOST®) – Domain Creation

Customers can purchase a customized domain for GOST® which incorporates their specific issue area, region of interest, key words, and ground truth data in order to refine the tool. Custom domains allow GOST® users to better identify relevant and derogatory media about entities of interest.

ID	Product Description Summary	Unit	GSA Discounted Price
1	GOST® Custom Domain	Domain	\$48,362.72

Giant Oak Labor

Labor includes research for and development of a customized GOST® domain, project and account management, and software service.

Category	Rate	Rate	Rate	Rate	Rate
	Nov 1, 2016 to Oct 30, 2017	Nov 1, 2017 to Oct 30, 2018	Nov 1, 2018 to Oct 30, 2019	Nov 1, 2019 to Oct 30, 2020	Nov 1, 2020 to Oct 30, 2021
Project Manager	\$ 242.16	\$ 247.00	\$ 251.94	\$ 256.98	\$ 262.12
SME I	\$ 184.88	\$ 188.58	\$ 192.35	\$ 196.2	\$ 200.12
SME II	\$ 209.87	\$ 214.07	\$ 218.35	\$ 222.72	\$ 227.17
SME III	\$ 293.27	\$ 299.14	\$ 305.12	\$ 311.22	\$ 317.44
Software Developer	\$ 159.46	\$ 162.65	\$ 165.90	\$ 169.22	\$ 172.60
Technical / Translational Writer	\$ 116.57	\$ 118.90	\$ 121.28	\$ 123.71	\$ 126.18
Research Assistant/Analyst	\$ 78.45	\$ 80.02	\$ 81.62	\$ 83.25	\$ 84.92
Giant Oak acknowledges its proposed rates are subject to I-FSS-969. The proposed escalation Based upon Bureau of Labor Statistics, Employment Cost Index and negotiations with GSA.					2.00%

GOST™ TERMS OF USE

These GOST Terms of Use (the “Terms of Use”) together with Your Order Form (as defined below, and collectively with the Terms of Use, the “Agreement”) is a binding legal contract between You (or the “Client”) and Giant Oak, Inc. (“Giant Oak” or “we”) and governs Your access to and use of the Services (as defined below). This Agreement is effective the date You accept the Agreement.

1. Definitions.

- 1.1 **“Search Results”** means the search results obtained by GOST from publicly available sources or third party content providers and made available to You through the Services. Please note that since the Search Results are obtained from publicly available sources, GOST does not warrant that the Search Results will be accurate, error free or sorted in a manner that meets your needs.
- 1.2 **“Entity Query”** means that You run a query through GOST on a specific name. Repeated queries by You through GOST of the same name are each separate Entity Queries.
- 1.3 **“GOST”** means Giant Oak’s online searching and reporting system comprised of Giant Oak’s proprietary software, tools, algorithms and related technology made available through a site hosted by or on behalf of Giant Oak.
- 1.4 **“Order Form”** means an ordering document or online order specifying the terms of the Services to be provided hereunder that is entered into between You and Giant Oak, including any addenda and supplements thereto that are agreed to by both parties.
- 1.5 **“Schedule Contract”** means GSA Schedule **GS-35F-558GA**
- 1.6 **“Services”** means (i) granting You the right to access and use GOST pursuant to the terms set forth on the Order Form for Your internal business purposes only, and (ii) hosting GOST.
- 1.7 **“Your Data”** means the information and data You submit in connection with the Services, excluding Search Results.

2. Provision of Services; Use of Services.

- 2.1 **Giant Oak Responsibilities.** Giant Oak will make the Services and Search Results available to You pursuant to this Agreement. GOST is a service that provides You with Search Results based upon public record information and publicly available information, similar to Google’s™ search engine services. However, GOST likely sorts these search results in a different manner than the way that Google™ might sort these search results. As such, due to the nature of the origin of public record information, the public records and publicly available information sources used in the Search Results generated by the Services may contain errors. In addition, the Search Results may not be sorted in the manner that meets your needs. Source information is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Services aggregate and report Search Results, as provided by the public records and publicly available information sources, and Giant Oak is not the source of the information, nor is GOST a comprehensive compilation of the information. Before relying on any information, You should independently verify such information.
- 2.2 **Subscription.** As set forth on the Order Form, Services and access to Search Results are purchased as Annual or Monthly subscriptions and are based on the number of Entity Queries and the Cost Per Query as set forth on the applicable Price Sheet in the Order Form. You agree to pay all applicable fees for Your Entity Queries in accordance with the terms of this Agreement.

- 2.3 Your Responsibilities.** You shall: (i) be solely responsible for the accuracy, legality and integrity of Your Data and the means by which You acquired Your Data, (ii) back up Your Data in case such data is corrupted or lost in connection with the Services, (iii) use the Services only in accordance with the terms of this Agreement and in compliance with all laws and government regulations, (iv) provide Giant Oak with up-to-date contact information for all of Your designated contacts, (v) prevent the unauthorized access to and use of the Services and the Search Results, and (vi) comply with the requirements of any applicable website or hosting terms and conditions and acceptable use policies.
- 2.4 Use Restrictions.** You will not: (i) submit, send or store any information through GOST other than Your Data or search queries, (ii) submit to GOST any computer viruses, trojan horses, time bombs, cancel bots or other computer programming routines intended to detrimentally interfere with GOST (each, a “Virus”) or store or transmit infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third-party privacy rights, (iii) take any action or omit to act in any way that would interfere with or disrupt the integrity or performance of GOST, or adversely affect Giant Oak’s right, title or interest in or to GOST, (iv) attempt to gain unauthorized access to GOST or make the Services available to anyone other than Your authorized users, (v) make any Service or Search Results available to, or use any Service or Search Results for the benefit of, anyone other than You, or otherwise sell, rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or Search Results or any portion thereof, or (vi) access any Service or Search Results in order to build a competitive product or service or prepare any derivative work based on GOST or any associated documentation, or decompose, decode or otherwise reverse engineer any other Giant Oak technology. Any use of the Services in breach of this Agreement, documentation or Order Forms, by You or Your authorized users that in Giant Oak’s judgment threatens the security, integrity or availability of GOST or the Services, may result in the immediate suspension of the Services.
- 2.5 Free Trial.** If Giant Oak offers You, and You register for, a free trial, Giant Oak will make the Services available to You on a trial basis (the “Free Trial”) free of charge until the earlier of (a) the end of the Free Trial Period specified on Your Order Form, or (b) when You reach the quantity of Free Trial Queries as set forth on the Order Form, or (c) termination by Giant Oak for any or no reason. At the end of Your Free Trial, Your access to the Services will be on a subscription basis in accordance with the terms of the Order Form and these Terms of Use. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, DURING THE FREE TRIAL THE SERVICES AND SEARCH RESULTS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND GIANT OAK SHALL HAVE NO LIABILITY TO YOU WHATSOEVER FOR THE SERVICES AND/OR THE SEARCH RESULTS.

- 2.6 User IDs.** You must have a username and password to access and use the Services. You shall be liable for any violation of the provisions of this Agreement by Your employees, contractors, affiliates and agents and for any unauthorized use of the Services by such persons. You agree to provide us with accurate and complete registration and billing information when You register to use the Services, and agree to provide us with any updates to such information. Your username, password, and any additional codes or passwords are collectively referred to herein as “IDs”. You are responsible for maintaining the strict confidentiality of Your IDs. Your IDs are personal to You. You agree that You will not allow anyone to use Your IDs to access or use the Services.

You agree that You will log out of Your access to the Services each time You finish using the Services. You are responsible for any charges, damages, or losses that may be incurred or suffered as a result of Your failure to keep Your IDs secret. Giant Oak is not liable for any harm caused by or related to the theft of Your IDs, Your disclosure of Your IDs, or Your authorization to allow another person or entity to access or use the Services using Your IDs. You agree to immediately notify us if You become aware of any unauthorized use of Your IDs or any use of Your IDs not permitted pursuant to these Terms of Use. You may not sell, trade, resell, or commercially exploit Your IDs or the use of or access to the Services that Your IDs allow.

2.7 Modifications. Giant Oak is continuously updating and changing the Services, and reserves the right at any time and from time to time to modify the Services (or any part thereof). You agree that Giant Oak shall not be liable to You or to any third party for any modification of the Services (or any part thereof).

3. Subscription Fees and Payment. Access to the Services is subject to payment of all fees specified in the Schedule Contract and the applicable Order Forms.

3.1

4 Proprietary Rights.

4.1. Giant Oak Intellectual Property. As between the parties, Giant Oak owns and retains all right, title and interest in and to GOST and the Services, including without limitation, all intellectual property rights in and to the software and documentation underlying GOST, and You receive no right, title or interest to GOST or the other Services other than the express rights granted in this Agreement. You shall not remove or obliterate any copyright, trademark or proprietary rights notice of Giant Oak or its licensors from GOST or any associated documentation.

4.2. Your Intellectual Property. All of Your Data shall remain Your property, and except as provided herein, Giant Oak acquires no right, title or interest in Your Data. Giant Oak (and its third-party vendors) shall have the right to possess and use Your Data solely for performance of the Services. You grant Giant Oak and its applicable contractors a worldwide, limited-term license to host, copy, transmit and display Your Data as reasonably necessary for Giant Oak to provide the Services in accordance with this Agreement.

4.3. Notice to United States Government End Users. If the U.S. federal government is the ultimate recipient of the Services, the following provision applies: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Giant Oak to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

4.4. Suggestions and Feedback. In the event that You provide Giant Oak with any comments, suggestions or other feedback with respect to the Services or GOST, Giant Oak has the right, but not the obligation, to use such feedback in any way without restriction or obligation to You. Giant Oak shall be the exclusive owner of, and shall be free to use for any purpose, any ideas, concepts, know-how, or techniques resulting from the feedback, including, without limitation, any modifications or enhancements to GOST or the Services.

5 **Confidentiality.** You agree that, during and following the Term, You shall (i) take reasonable steps, at least substantially equivalent to the steps You take to protect Your own confidential information, to protect Giant

Oak's Confidential Information from unauthorized access, copying, or use; (ii) not disclose or use Giant Oak's Confidential Information, except to use the Services in accordance with the terms of this Agreement; and (iii) return or, at the request and instruction of Giant Oak, destroy, and certify that You have destroyed, all material embodying Giant Oak's Confidential Information. "Giant Oak Confidential Information" means information relating to or disclosed in connection with the Agreement, which is, or should be reasonably understood to be, confidential or proprietary to a party, including, but not limited to, the terms of the Agreement, Giant Oak's pricing or other financial information, GOST, all associated documentation, screen shots and development plans, and all security information provided to You by or on behalf of Giant Oak or its vendors.

6 **Warranties.**

6.1. **Your Warranty.** You represent, warrant and covenant that (i) You have the right and authority to enter into the Agreement and to use and disclose Your Data and other information or materials provided by You hereunder; (ii) You will obey all applicable laws, rules and regulations in the use of the Services; and (iii) Your Data will contain no Viruses.

6.2. **Giant Oak Warranty.** Giant Oak represents, warrants and covenants that it has the right and authority to enter into the Agreement

7 **Disclaimers; Limitations of Liability.**

7.1. **Disclaimers.** THE SERVICES, THE SEARCH RESULTS AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE' BASIS AT YOUR SOLE RISK AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.2. GIANT OAK EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESEPECT TO THE SERVICES AND THE SEARCH RESULTS, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, RELIABILITY, PERFORMANCE, ACCURACY, TIMELINESS, AVAILABILITY OR COMPLETENESS OF THE SERVICES AND THE SEARCH RESULTS, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE SERVICES OR THE SEARCH RESULTS CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY GIANT OAK, AND (5) THAT ACCESS TO OR USE OF THE SERVICES AND THE SEARCH RESULTS WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

7.2. **Search Results Disclaimers.** Due to the nature of the origin of public record information, the public records and publicly available information sources used in the Search Results generated by the Services may contain errors. Source information is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Services aggregate and report Search Results, as provided by the public records and publicly available information sources, and Giant Oak is not the source of the information, nor is GOST a

comprehensive compilation of the information. Before relying on any information, You should independently verify such information. SEARCH RESULTS ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. Under no circumstances shall Giant Oak be deemed to be associated or affiliated with, or viewed as endorsing or sponsoring, any web site that that is part of the Search Results, or any information or services that may be offered through such web sites. Giant Oak has not reviewed any of the content of such web sites and disclaims responsibility for the content and services available therein. Different terms and conditions may apply to Your use of any linked sites. It is Your responsibility to review any such terms and conditions in connection with Your use of any such sites. Any issues or disputes that may arise with respect to any such sites shall solely be between You and the applicable third party. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

- 7.3. **UCITA Disclaimer.** THE PARTIES AGREE THAT THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THESE TERMS OF USE OR THE SERVICES. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.
- 7.4. **Liability of Giant Oak.** YOU ACKNOWLEDGE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, GIANT OAK AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS AND EMPLOYEES (COLLECTIVELY, THE "GIANT OAK PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO (a) ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE SERVICES AND THE SEARCH RESULTS, (b) OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SERVICES AND SEARCH RESULTS, (c) THE ERROR-FREE NATURE OF THE SERVICES AND SEARCH RESULTS, (d) ANY USE OF THE SERVICES AND SEARCH RESULTS, OR (e) ANY RELIANCE ON THE INFORMATION CONTAINED IN THE SERVICES AND SEARCH RESULTS, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.5. **Limitation of Liability.** IN NO EVENT WILL GIANT OAK BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GIANT OAK BE LIABLE TO YOU FOR ANY LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE SERVICES. GIANT OAK'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID OR PAYABLE BY YOU FOR THE TWELVE (12) MONTH PERIOD UNDER THE APPLICABLE ORDER FORM TO WHICH THE CLAIM RELATES. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS GOVERNMENT CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733.

7.6. Survival; Purpose. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE AGREEMENT. IN EACH CASE, THE FOREGOING LIMITATIONS ARE INTENDED TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT (INCLUDING BUT NOT LIMITED TO FUNDAMENTAL BREACH), TORT, STRICT LIABILITY, STATUTORY OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES SET FORTH ABOVE ARE A CONDITION OF GIANT OAK ENTERING INTO THESE TERMS OF USE.

8 FCRA Disclaimer. You agree that You will only use the information accessed through the Services and the Search Results for research purposes. The Services are not provided by, and Giant Oak is not, a “consumer reporting agency” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and do not constitute “consumer reports” as that term is defined in the FCRA. Accordingly, the Services may not be used in whole or in part in connection with any purpose for which a consumer report is permitted to be used under the FCRA, including without limitation, as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA.

9 Term and Termination.

9.1. Term. This Agreement begins on the date You first accept the Agreement and continues until all subscriptions have expired or been terminated (“Term”). The term of each subscription shall begin on the later of (i) the Start Date specified on the Order Form, or (ii) if applicable, the end of any Free Trial. The term of each subscription shall be the period specified in the applicable Order Form (the “Initial Term”) or, if not specified, for one month..

9.2. Consequences of Expiration and Termination. Your right to access and use GOST and to receive the other Services will terminate upon expiration of the Term or earlier termination of the Agreement as set forth herein. At termination or nonrenewal, You may no longer use any portion of the Services in any manner. No refund of any prepaid fees by You shall be given by Giant Oak upon termination except for a prorated refund of unused fees in the case of termination by You for Giant Oak’s material breach. Upon termination, You will return or destroy Giant Oak’s Confidential Information. Sections 2.6, 3, 4, 5, 7, 8, 9, 10.3 and 11 shall survive termination.

10 General Terms.

10.1. Entire Agreement. This Agreement, the Schedule Contract and the Order Form, constitute the entire, complete and exclusive agreement between You and Giant Oak regarding the Services and Search Results and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. Notwithstanding any language to the contrary therein, no terms and conditions in Your preprinted purchase order or order documentation (excluding Order Forms) shall be incorporated into this Agreement. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

10.2. Export Compliance. The Services, Search Results, other technology Giant Oak makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Your authorized users to access or use any Service or Search Results in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

- 10.3. Anti-Corruption.** You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Giant Oak's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 10.4. Severability.** If any provision of the Agreement is found to be invalid or unenforceable, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of any other provision of this Agreement.
- 10.5. Notice.** Any notice, request, or other communication that is required or permitted under the Agreement shall be in writing and in English, and shall be deemed to have been given (a) the day when delivered personally, (b) the day when sent via email with a confirmation sent next day by an overnight courier service, or (c) the second business day after mailing or sending via an overnight courier service. Notwithstanding the foregoing, Giant Oak may notify You about modifications to the Agreement by posting the updated Agreement on the GOST Service.
- 10.6. Force Majeure.** Neither party will be liable for, or be considered to be in breach of or default under the Agreement on account of, any delay or failure to perform as required by the Agreement as a result of circumstances beyond the reasonable control of such party, including without limitation acts of God, acts of any governmental authority, Internet or electronic communications failures or delays, war or national emergency, riots, civil commotion, fire, explosion, flood, and epidemic.
- 10.7. Assignment.** Neither party may assign the Agreement, or any rights or obligations hereunder, without the consent of the other party. Any assignment or delegation not permitted under this Section 11.7 shall be null and void. For a permitted assignment, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 10.8. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 10.9. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 10.10. Governing Law; Arbitration.** This Agreement shall be governed by the laws of the State of Delaware, without regard to the choice of law principles thereof. The parties agree and consent to exclusive jurisdiction and venue in the federal and state courts located in the commonwealth of Virginia for all disputes, controversies or claims which arise out of or relate in any way to this Agreement.