

GSD&M Idea City LLC, a Delaware limited liability company

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You may have entered into a separate agreement with GSD&M governing your access to and use of certain functions and features of particular Sites. If so, these Terms and Conditions will still apply, but that separate agreement will control in the event of any inconsistencies with any provisions of these Terms and Conditions.

1. In order to access certain of our services and features of particular Sites, you may be required to provide information about yourself (e.g., identification; contact details) (collectively, “Registration Information”) as part of the registration process and/or as part of your continued use of the service. You agree that any Registration Information you give to us will always be accurate, complete, correct and up to date. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Site or service. Accordingly, you agree that you will be and remain solely responsible and liable to us and all other parties, for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately at ideacity.communications@ideacity.com.
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16. You represent and warrant that your User Generated Content: a) is original to you or if not original you have obtained all rights necessary from the rights holder(s) and in all cases the User Generated Content is fully cleared as described above, b) does not and will not, in any way, violate or breach any terms or conditions that apply to you or any other agreement by which you may be bound, c) does not contain libelous, tortious or unlawful information, infringe or violate any rights of any other party or contain any matter the publication, display or sale or in any other way violate any law, rule, regulation or court order, d) is not obscene or in any other manner unlawful, and e) is not and will not be injurious to the health, safety or security of any person. If your User Generated Content incorporates a name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you represent and warrant that you have the right to place such User Generated Content in the public domain.
17. The laws of the State of Texas, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction, shall govern these Terms and Conditions. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of the Sites as contemplated by these Terms and Conditions must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued. Further, any such claim or cause of action shall be brought exclusively in the state or federal courts located in Austin, Travis County, Texas, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of Texas as your agent for service of process. You agree to waive any objection that the state or federal courts of Travis County, Texas are an inconvenient forum.
18. You may not assign any of your rights, obligations, privileges, or performance hereunder without the prior written consent of GSD&M. Any assignment other than as provided for in this Section shall be null and void.
19. The materials on the Sites are provided with "RESTRICTED RIGHTS." Use, duplication or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgement of GSD&M's proprietary rights in them.
20. GSD&M may terminate or suspend your use of the Sites for any reason. Termination or cancellation of your use of the Sites shall not affect any right or relief to which GSD&M may be entitled, at law or in

equity. Upon termination of these Terms and Conditions, all rights granted to you will terminate and revert to GSD&M.

21. GSD&M may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms and Conditions to which you are bound.

1. Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), if you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify our designated agent for notice of claims of copyright or other intellectual property infringement (“Agent”).

NOTE: The following information is provided solely for notifying the service providers referenced below that your copyrighted material may have been infringed.

DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g., REQUESTS FOR ASSISTANCE, CUSTOMER SERVICE INQUIRIES, REPORTS OR E-MAIL ABUSE) TO THE AGENT LISTED BELOW.

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER’S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

Written Notification of Claimed Infringement must be submitted to the following Agent: Marty Urbanovsky, copyright@ideacity.com, 828 West 6th Street, Austin, TX, 78703.

Service Provider(s):GSD&M Idea City, LLC

Under Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following:

- An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work (or works) that you claim has been infringed;
- A description of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the website where it is lawfully found; the name, edition and pages of a book from which an excerpt was copied, etc.);
- A clear description of where the infringing material is located on our website, including as applicable its URL, so that we can locate the material;
- Your name, address, telephone number, and e-mail address;
- A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

As explained above, if we receive a notice of infringement sent to our Agent with the information described above, we will expeditiously remove or block access to the material that is claimed to be infringing. We will also send a notification to the individual who posted the material, at the email address or wireless telephone number provided by the individual in connection with his or her account with us, telling the individual that the material was removed

or access to it was blocked because of claimed infringement. If you posted material that was removed in response to a notice of infringement and you believe that material was removed due to mistake or misidentification, you should consult with your legal advisors to take advantage of the rights you may be entitled to under the law applicable to the Content involved.

Notwithstanding the foregoing, we reserve the right, but not the obligation, to restore Content that was removed if determined to have been removed erroneously or refrain from re-displaying any Content for any reason whatsoever.

WE CAUTION YOU THAT IF YOU KNOWINGLY MISREPRESENT ONLINE CONTENT IS NOT INFRINGING, YOU MAY BE SUBJECT TO CIVIL PENALTIES UNDER THE LAW. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

2. Media Vendor Sequential Liability

We are acting as an agent on behalf of our client, a disclosed principal, either named hereon or otherwise identified to you. We will only be liable for the cost of the goods and services purchased and other obligations to you to the extent we have been paid by our client for any amount payable to you. For amounts not paid to us by our client, you will seek payment solely from our client (and not from us). We will use commercially reasonable efforts to collect from our client all amounts due. Any terms in your invoices, documents or rate cards to the contrary, and any modifications you make to this form, are of no force or effect.

3. Diversity Vendor Classification

If your company is minority-owned (African American, Asian American, Hispanic American or Native American), woman-owned, small business concern, small disadvantaged business concern, HUBZone small business concern, veteran-owned small business concern or service disabled veteran-owned small business concern, please register your company in our Vendor Management System database via <https://vendors.gsdm.com>.

Contact Max Rutherford at 512-242-4832 or e-mail: max.rutherford@ideacity.com if you have additional questions and/or concerns.

4. GSD&M Idea City Contacts

Please email vendorquestions@ideacity.com if you have any questions or concerns about the information on this page.

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