

Ivalua General Terms of Use

PERATON PROCUREMENT SYSTEM END USER ACKNOWLEDGEMENT, CONDITIONS OF ACCESS, AND TERMS OF USE

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Acceptance, Authority, and Scope. By accessing or using the System, you acknowledge that you have read, understand, and agree to be bound by these Terms. If you access the System on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on its behalf, and that these Terms bind both you and the entity you represent. These Terms govern access to the System only and do not create any obligation on the part of Peraton to issue solicitations, procure goods or services, award contracts, continue any business relationship, or provide access to any specific information or functionality.

Relationship to Other Agreements; No Expectation of Privacy. These Terms supplement, and do not limit, waive, or modify any obligations owed to Peraton under any existing agreement between Peraton and you or the entity you represent, including any nondisclosure agreement, subcontract, purchase order, teaming agreement, or similar agreement (each, an “Existing Agreement”). In the event of a conflict between these Terms and an Existing Agreement, the provision that is more protective of Peraton and its information shall control. You acknowledge and agree that you have no expectation of privacy in your access to or use of the System.

Authorized Access and Credentials. Access to the System is granted at Peraton’s sole discretion and solely for authorized business purposes. You may access only those portions of the System for which authorization has been granted. Any unauthorized access, use, or attempted access is strictly prohibited. You are responsible for all activity conducted using your credentials and must protect the confidentiality of all authentication information. You must promptly notify Peraton of any suspected compromise, unauthorized access, or misuse of the System.

Suspension, Termination, and Monitoring. Peraton may suspend, restrict, or terminate access to the System at any time, with or without notice, for any reason, without liability. Peraton may monitor, examine, and audit access to and use of the System

to protect the security and integrity of the System and to verify compliance with these Terms and applicable requirements.

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Limitation of Liability. IN NO EVENT SHALL PERATON, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER ARISING OR ALLEGED TO HAVE ARISEN FROM THE USE OF THE SYSTEM OR ANY OF THE INFORMATION MADE AVAILABLE WITHIN THE SYSTEM, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, GOODWILL OR OTHER ECONOMIC ADVANTAGE, HOWEVER SUCH DAMAGES ARISE, WHETHER FOR BREACH OF CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), EVEN IF PERATON IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. You agree to indemnify, defend and hold harmless, Peraton, its subsidiaries, Affiliates, joint ventures, business partners, licensors, officers, directors, employees, agents, and successors in interest from and against any claims, losses, liabilities and expenses (including attorneys' fees) arising from your use of the System or any of the information made available within the System, the breach of these Terms, and/or any representations made by you with respect to Submissions made by you or on your behalf to or through the System.

Governing Law and Severability. These Terms are subject to and shall be interpreted in accordance with the laws of the State of Delaware, without regard to its conflicts of laws provisions. By using the System, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions, and agree that any dispute, legal action or proceeding between you and Peraton that concerns or relates in any way to your access and use of the System or other material or any information available via the System shall be brought exclusively in federal or state court, as applicable, in the State of Delaware. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Peraton will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. If any provision of these Terms is held unenforceable, the remaining provisions shall remain in full force and effect.