

# **DOD ESI SUPPLEMENT TO GSA EULA**

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Capitalized terms not defined in this DOD ESI Supplement to GSA EULA shall have the meaning stated in the GSA EULA. The term "Agreement" shall mean the GSA EULA and this DOD ESI Supplement to GSA EULA.

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The Publisher shall be referred to as the "Licensor"; Reseller will be referred to as the "Reseller"; Government shall be referred to as the "Licensee" throughout this Agreement, obligating both "Reseller" and the Government to comply with the provisions where the term "Reseller" is used.

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##### 1.2. Transfer Rights

1.2.1. Licensee agrees to notify Licensor of any transfers of Licenses within 30 days of said transfer. Any such notice shall include the point of contact (POC) information for the Transferee organization(s).

1.2.2. The Transferee shall be bound by the terms and conditions of this Agreement, to which the Transferee shall agree in a document signed by the Transferee and Licensor.

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1.2.4. Assignments: Licensee is authorized to assign ownership of licenses when Licensee intends to designate an outsourcer, contractor (in support of the Federal Department of Defense (DOD) mission)), DOD Agency or other Federal Agency, as determined, to assume ownership of the license along Licensor written concurrence. All rights, obligations, and activities by such Assignee shall be subject to the Agreement to which the Assignee shall agree in a document signed by the Assignee and Licensor. Any deviation shall be subject to a separate agreement between Licensor and such Assignee, specifying conditions for the management and maintenance of the Software, which agreement shall not impose any more restrictive covenants than are provided to Licensee in the Agreement. The assignment of licenses will be without cost to any party involved in the assignment of licenses. It is further understood that Assignee will be responsible for all future Software maintenance costs of any assigned licenses. Notwithstanding the foregoing, Licensee must obtain Licensor's written consent for any proposed assignment to a commercial, non-governmental entity (e.g., contractor, outsourcer). Licensor's consent may only be withheld for a material business or legal reason, such as, without limitation, a past or pending dispute between Licensor and the proposed Assignee regarding payment or intellectual property rights.

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2.2.5. Publisher warrants to Licensee that the Third Party Materials provided by Publisher with or embedded in its Software will perform in accordance with the warranty stated in the GSA EULA.

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