

*These Customer Terms and Conditions govern all quotes, proposals, and orders issued by Ashburn Consulting LLC unless a separate written agreement is executed by both parties. By issuing a purchase order, accepting delivery, authorizing work, or otherwise proceeding with a transaction, Customer agrees to these Terms.*

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## 1. Agreement; Scope; Order Formation

### 1.1 Scope

These Customer Terms and Conditions, together with the applicable quote, proposal, order form, statement of work, renewal quote, bill of materials, service description, attachment, manufacturer terms, third-party supplier terms, customer-specific addendum, public-sector addendum, and other documents expressly incorporated by Ashburn in writing (collectively, the **“Quote”**), govern the sale or provision of products, hardware, software, subscriptions, cloud services, SaaS, third-party services, professional services, managed services, maintenance, support, deliverables, training, and other goods or services by **Ashburn Consulting LLC**, a Virginia limited liability company (**“Ashburn”**), to the customer identified in the Quote (**“Customer”**).

Ashburn and Customer may be referred to individually as a **“Party”** and collectively as the **“Parties.”**

### 1.2 Quote Is Not Binding Until Accepted by Ashburn

Unless expressly stated otherwise in the Quote, a Quote is an invitation for Customer to place an order and does not create a binding contract until Customer submits a purchase order, signed quote, written authorization, electronic acceptance, or other order document acceptable to Ashburn and Ashburn accepts the order. Ashburn may accept an order by written acceptance, order acknowledgment, shipment, delivery, provisioning, commencement of services, or invoice.

### 1.3 Customer Acceptance

Customer accepts and agrees to the Quote and these Terms by any of the following: signing the Quote; issuing a purchase order or other order document referencing or based on the Quote; authorizing Ashburn to proceed with work; accepting delivery; using products or services; or paying an invoice.

### 1.4 Rejection of Customer Terms

Ashburn expressly rejects all additional, different, or inconsistent terms in any Customer document. Such terms shall have no force or effect unless expressly agreed in a writing signed by an authorized Ashburn contracts representative.

### 1.5 Existing Master Agreement

If Ashburn and Customer have a separately executed master agreement, reseller agreement, services agreement, software agreement, statement of work, cooperative purchasing agreement, government contract, subcontract, or other written agreement signed by both Parties and expressly governing the same products or services, that agreement will control over these Terms to the extent of a direct conflict. Otherwise, these Terms govern.

### 1.6 Order of Precedence

Unless the Quote states otherwise, inconsistencies will be resolved in the following order of precedence:

1. Any separately signed agreement between Ashburn and Customer expressly governing the same products or services;
2. Any public-sector, federal, state, local, education, cooperative purchasing, grant-funded, or customer-specific addendum expressly accepted by Ashburn in writing;
3. The Quote, including pricing, quantities, term, scope, bill of materials, order-specific terms, and attachments;
4. Third-party manufacturer, publisher, OEM, cloud provider, distributor, or supplier terms applicable to third-party products or services;
5. These Terms;
6. Customer's purchase order or ordering document, but only for administrative information such as PO number, bill-to/ship-to address, authorized amount, and required invoice reference information.

Customer terms are excluded except as provided in Section 1.4.

## 1.7 Online Terms; Version Control

The version of these Terms in effect as of the date Ashburn issues the applicable Quote shall govern that Quote and any resulting order unless the Quote expressly states otherwise. Ashburn may update these Terms from time to time by posting a revised version online. Updates will not apply retroactively to previously accepted orders unless expressly incorporated by Ashburn in writing. Ashburn may maintain archived versions of these Terms. The applicable version will be made available upon reasonable request.

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## 2. Definitions

**“Customer”** means the entity identified in the Quote as the purchaser, end customer, authorized purchaser, agency, institution, public body, prime contractor, higher-tier contractor, or other buying entity.

**“Deliverables”** means reports, documents, work product, configurations, scripts, designs, data, diagrams, records, software, code, or other deliverables expressly identified in the Quote or applicable statement of work.

**“Order”** means Customer's purchase order, signed Quote, electronic order, written authorization, procurement card order, or other ordering document accepted by Ashburn.

**“Products”** means hardware, equipment, appliances, devices, software, licenses, subscriptions, maintenance, support, materials, accessories, and other products provided or resold by Ashburn.

**“Services”** means professional services, consulting, implementation, installation, configuration, managed services, support, maintenance, training, cybersecurity services, cloud services, SaaS, and other services provided or resold by Ashburn.

**“Third-Party Products and Services”** means Products or Services manufactured, licensed, hosted, supplied, supported, or performed by a manufacturer, publisher, OEM, cloud provider, distributor, subcontractor, or other third party.

### 3. Quotes; Pricing; Taxes; Availability

#### 3.1 Quote Validity

Unless the Quote states otherwise, Quotes are valid for thirty (30) days from the quote date and are subject to change or withdrawal before Ashburn accepts an Order.

#### 3.2 Pricing

Prices are stated in U.S. dollars unless the Quote states otherwise. Prices exclude taxes, freight, shipping, handling, insurance, customs, duties, tariffs, import/export charges, special delivery charges, travel, expenses, and other charges unless separately stated in the Quote.

#### 3.3 Taxes

Customer is responsible for all applicable sales, use, value-added, excise, withholding, customs, duties, tariffs, and similar taxes or charges arising from the Order, except taxes based on Ashburn's net income. Ashburn may invoice taxes unless Customer provides a valid exemption certificate acceptable to Ashburn before invoicing.

#### 3.4 Price Changes; Vendor Changes

Products and Services are subject to availability and to manufacturer, publisher, distributor, cloud provider, and supplier price changes. Ashburn may update a Quote or invoice to reflect changes in third-party pricing, taxes, tariffs, duties, shipping, freight, currency, manufacturer costs, publisher costs, usage, quantities, configuration, or legally imposed charges occurring before Ashburn accepts the Order or before the applicable Products or Services are delivered, provisioned, or renewed.

#### 3.5 Errors

Ashburn may correct typographical, clerical, mathematical, configuration, availability, or pricing errors in a Quote or invoice. Ashburn is not obligated to fulfill an Order based on an obvious error.

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### 4. Orders; Purchase Orders; Credit Approval

#### 4.1 Purchase Orders

Customer purchase orders must reference the applicable Quote number, products, services, quantities, prices, billing address, shipping address, and any required project or contract reference. Ashburn may reject any purchase order that is inconsistent with the Quote, incomplete, subject to unacceptable terms, exceeds the Quote validity period, or is not credit-approved.

## 4.2 Credit Approval

All Orders are subject to Ashburn's credit approval. Ashburn may require prepayment, deposits, milestone payments, progress payments, credit card authorization, financing approval, or other payment assurances.

## 4.3 No Obligation to Proceed

Ashburn is not obligated to order Products, allocate inventory, reserve personnel, begin Services, provision subscriptions, or incur third-party obligations until Ashburn has accepted the Order and any required credit approval, prepayment, customer approvals, third-party approvals, manufacturer approvals, or contract documentation is complete.

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# 5. Payment; Invoicing; Nonpayment

## 5.1 Payment Terms

Unless the Quote states otherwise, payment is due net thirty (30) days from invoice date.

## 5.2 Invoicing

Ashburn may invoice Products upon shipment, electronic delivery, license issuance, subscription start, manufacturer booking, availability for download, or other delivery event. Ashburn may invoice Services monthly, upon milestone completion, upon delivery, upon acceptance, in advance, or as otherwise stated in the Quote or applicable statement of work. Ashburn may invoice recurring, subscription, cloud, SaaS, maintenance, support, and usage-based charges in advance or in accordance with applicable third-party provider terms.

## 5.3 Partial Shipments and Partial Invoices

Customer shall accept and pay for partial shipments, partial deliveries, partial performance, and partial invoices unless the Quote states otherwise.

## 5.4 Late Payment

Past-due amounts may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law. Customer shall reimburse Ashburn for reasonable collection costs, including attorneys' fees, collection agency fees, and court costs, to the extent permitted by law.

## 5.5 Suspension for Nonpayment

If Customer fails to pay undisputed amounts when due, Ashburn may, after reasonable notice where commercially practicable, suspend or discontinue Products, Services, subscriptions, support, maintenance, cloud services, SaaS, access, or performance without liability. Suspension does not relieve Customer of payment obligations.

## 5.6 No Setoff

Customer shall not withhold, offset, recoup, or reduce payments owed to Ashburn based on claims against Ashburn or any third party unless expressly required by applicable law or agreed by Ashburn in writing.

## 5.7 Financing and Leasing

If Customer arranges financing or leasing through a third party and the financing source, lessor, or lender fails to pay Ashburn for any reason, Customer remains responsible for payment to Ashburn.

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# 6. Delivery; Title; Risk of Loss

## 6.1 Delivery

Delivery dates are estimates unless the Quote expressly states that a date is firm and binding. Ashburn is not responsible for manufacturer, publisher, distributor, carrier, customs, supply chain, or other third-party delays.

## 6.2 Shipping; Freight

Unless the Quote states otherwise, Customer is responsible for freight, shipping, handling, insurance, duties, customs, tariffs, and related charges. Ashburn may invoice estimated or actual charges.

## 6.3 Title and Risk of Loss

Unless the Quote states otherwise or applicable law requires otherwise, title and risk of loss for Products pass to Customer upon shipment from the manufacturer, distributor, Ashburn, or other shipping point. Orders shipped to Ashburn or a third-party location at Customer's request for configuration, staging, warehousing, storage, or other services are deemed delivered to Customer for purposes of title, risk of loss, and invoicing.

## 6.4 Warehousing and Delayed Acceptance

If Products are held, staged, stored, or warehoused at Customer's request, or because Customer refuses or delays delivery, Customer is responsible for storage, warehousing, insurance, handling, and related costs.

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# 7. Third-Party Products and Services; Manufacturer Terms

## 7.1 OEM, Manufacturer, Publisher, and Third-Party Terms

Products, software, subscriptions, cloud services, SaaS, maintenance, support, and third-party services provided or resold by Ashburn may be subject to additional terms from the applicable manufacturer, publisher, OEM, cloud provider, distributor, supplier, service provider, or licensor,

including end-user license terms, acceptable use policies, service descriptions, support policies, warranty terms, return policies, cancellation terms, subscription terms, data processing terms, security terms, usage or consumption terms, true-forward terms, and renewal terms.

## 7.2 Incorporation of Third-Party Terms

Applicable third-party terms may be provided with the Quote, included in an attachment, referenced in the Quote, linked through Ashburn's website, linked through the applicable third-party provider's website, included in a manufacturer or publisher order form, made available through a cloud marketplace or supplier portal, or otherwise made available to Customer. Such third-party terms are incorporated into the applicable Order to the extent they apply to the Third-Party Products and Services purchased, accessed, downloaded, installed, activated, provisioned, renewed, or used by Customer.

## 7.3 Customer Acceptance of Third-Party Terms

By placing an Order, accepting delivery, accessing, downloading, installing, activating, provisioning, renewing, or using Third-Party Products or Services, Customer agrees to comply with applicable third-party terms, except to the extent prohibited by applicable law or expressly modified in a written agreement signed by Ashburn and, where required, the applicable third-party provider.

## 7.4 Ashburn as Reseller

Unless Ashburn is identified in the Quote as the manufacturer, publisher, owner, or licensor, Ashburn acts as a reseller, distributor, integrator, or service provider and does not independently warrant or control Third-Party Products or Services.

## 7.5 Usage-Based and Consumption-Based Services

Usage-based, consumption-based, metered, cloud, SaaS, subscription, true-forward, overage, add-on, renewal, and quantity-adjustment charges may vary from the amounts shown on the Quote or Customer purchase order based on Customer's actual usage, consumption, entitlement, enrollment, meter, user count, device count, storage, bandwidth, term, configuration, or third-party provider rules. Customer shall pay all such charges.

## 7.6 Non-Cancellable Third-Party Orders

Orders for Third-Party Products and Services are non-cancellable and non-refundable once Ashburn places the order with the applicable third party, unless the third party permits cancellation or refund and Ashburn receives the corresponding credit or refund.

## 7.7 OEM Terms Index / Terms Hub

Ashburn may maintain an online OEM, manufacturer, publisher, cloud provider, distributor, or supplier terms index or terms hub identifying links to commonly applicable third-party terms. Such index or terms hub is provided for Customer convenience and may be updated from time to time. The absence of a third-party term from Ashburn's index or terms hub does not limit the applicability of third-party terms otherwise provided, referenced, linked, or made available by Ashburn or the applicable third-party provider.

## 8. Returns; Cancellations; Changes

### 8.1 Returns

Returns are subject to the applicable manufacturer, publisher, distributor, cloud provider, or supplier return policies and may be subject to restocking fees, cancellation fees, shipping charges, administrative fees, or other charges. Ashburn has no obligation to accept returns unless the applicable third party accepts the return and provides Ashburn corresponding credit.

### 8.2 Cancellations

Customer may not cancel an Order after acceptance by Ashburn unless Ashburn agrees in writing and Customer pays all charges, cancellation fees, restocking fees, supplier charges, work-in-process costs, committed costs, non-cancellable amounts, and other amounts incurred by Ashburn.

### 8.3 Changes

Changes to scope, quantities, configuration, delivery, schedule, term, support level, service level, personnel, location, security requirements, or customer requirements must be approved by Ashburn in writing and may require price, schedule, or term adjustments.

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## 9. Subscriptions; Renewals; Multi-Year Orders

### 9.1 Subscription Term

The term of any subscription, SaaS, cloud service, maintenance, support, managed service, enterprise agreement, or usage-based service is stated in the Quote or applicable third-party terms. Customer is responsible for all charges for the full stated term.

### 9.2 Multi-Year Orders

For multi-year, committed-term, enterprise agreement, subscription, support, maintenance, or usage-based Orders, Customer's payment obligation is binding, non-cancellable, and unconditional for the full term, except to the extent cancellation is expressly permitted by the Quote, applicable third-party terms, or applicable law.

### 9.3 Renewals

Renewal terms, non-renewal notice periods, auto-renewal provisions, and renewal pricing are governed by the Quote and applicable third-party terms. For public-sector Customers, automatic renewal terms apply only to the extent permitted by applicable law.

## 9.4 True-Forward, Overage, and Adjustment Charges

Customer is responsible for true-forward, overage, add-on, usage, consumption, renewal, and subscription quantity adjustment charges under applicable third-party program terms, even if such amounts exceed the original Quote, Customer purchase order, or budgeted amount.

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## 10. Services; Statements of Work; Acceptance

### 10.1 Services

Ashburn will perform Services in a professional and workmanlike manner using commercially reasonable skill and care. Services are limited to the scope expressly stated in the Quote or applicable statement of work.

### 10.2 Customer Responsibilities

Customer shall provide timely access, information, cooperation, decisions, approvals, personnel, systems, credentials, facilities, data, documentation, network access, security approvals, and other resources reasonably required for Ashburn to perform. Delays caused by Customer or third parties may result in schedule and fee adjustments.

### 10.3 Acceptance of Services and Deliverables

Unless the Quote states otherwise, Services and Deliverables are deemed accepted upon the earliest of: Customer's written acceptance; Customer's productive use; Customer's failure to reject with reasonable detail within five (5) business days after delivery; or completion of the applicable milestone or service period without written rejection.

### 10.4 Out-of-Scope Work

Work not expressly included in the Quote or statement of work is out of scope and requires a written change order or new Quote. Ashburn is not obligated to perform out-of-scope work unless agreed in writing.

### 10.5 Travel and Expenses

Customer shall reimburse reasonable travel and expenses incurred in connection with Services unless the Quote states that travel and expenses are included.

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## 11. Warranties; Disclaimers

### 11.1 Manufacturer and Third-Party Warranties

Third-Party Products and Services are warranted, if at all, by the applicable manufacturer, publisher, OEM, cloud provider, distributor, or supplier. Ashburn will pass through third-party warranties to the extent transferable and available.

## 11.2 Ashburn Services Warranty

For Services performed directly by Ashburn, Ashburn warrants that the Services will be performed in a professional and workmanlike manner. Customer's exclusive remedy for breach of this Services warranty is re-performance of the nonconforming Services or, if Ashburn determines re-performance is not commercially reasonable, a refund of fees paid to Ashburn for the nonconforming Services.

## 11.3 Disclaimer

Except as expressly stated in these Terms or the Quote, Ashburn disclaims all warranties, express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted operation, error-free operation, security, compatibility, and performance of Third-Party Products and Services.

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## 12. Limitation of Liability

### 12.1 Exclusion of Certain Damages

To the maximum extent permitted by law, Ashburn will not be liable for indirect, incidental, special, consequential, exemplary, enhanced, or punitive damages, lost profits, lost revenue, lost savings, loss of use, loss of data, business interruption, procurement of substitute goods or services, or reputational harm, even if advised of the possibility of such damages.

### 12.2 Liability Cap

To the maximum extent permitted by law, Ashburn's aggregate liability arising out of or relating to a Quote or Order will not exceed the amounts actually paid by Customer to Ashburn for the specific Products or Services giving rise to the claim during the twelve (12) months preceding the event giving rise to liability.

### 12.3 Third-Party Products and Services

For Third-Party Products and Services, Customer's remedies are limited to those provided by the applicable manufacturer, publisher, OEM, cloud provider, distributor, or supplier, to the extent available.

### 12.4 Exceptions

Nothing in these Terms limits liability to the extent such limitation is prohibited by applicable law.

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## 13. Confidentiality

### 13.1 Quote Confidentiality

Quotes, pricing, discounts, configurations, bills of materials, solution designs, technical recommendations, and proposal materials provided by Ashburn are Ashburn confidential information and may not be disclosed to third parties except as required for Customer's internal evaluation, procurement approval, public-sector disclosure obligations, or as required by law.

### 13.2 Confidential Information

Each Party shall protect the other Party's non-public confidential information using reasonable care and shall use such information only for purposes of the Quote, Order, or related transaction. Confidentiality obligations do not apply to information that is publicly available without breach, already known without restriction, lawfully received from a third party without restriction, or independently developed without use of confidential information.

### 13.3 Public Records

For public-sector Customers subject to public records laws, Customer is responsible for handling disclosure requests in accordance with applicable law. Customer shall provide Ashburn reasonable notice and an opportunity to seek protection where legally permitted before disclosing Ashburn confidential, proprietary, trade secret, security-sensitive, or pricing information.

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## 14. Data Security; Privacy; Customer Data

### 14.1 Ashburn Access to Customer Data

Ashburn will access, use, store, or process Customer data only as reasonably necessary to perform the applicable Order, unless otherwise agreed in writing.

### 14.2 Third-Party Data Processing

Third-Party Products and Services may involve data processing by manufacturers, publishers, OEMs, cloud providers, distributors, or other third parties. Such processing is governed by applicable third-party terms and privacy/security documentation.

### 14.3 Customer Responsibilities

Customer is responsible for obtaining required consents, authorizations, approvals, notices, rights, and lawful bases for Customer's use of Products and Services and for Customer's provision of data to Ashburn or third-party providers.

### 14.4 Security Requirements

Any security, privacy, compliance, data location, FedRAMP, NIST, CMMC, CJIS, HIPAA, PCI, or other regulated-data requirement must be expressly identified in the Quote or agreed by

Ashburn in writing before Ashburn accepts the Order. Ashburn is not responsible for requirements not disclosed before Order acceptance.

## 14.5 Artificial Intelligence and Data Use

Ashburn will not use Customer confidential information, Customer personal information, or Customer regulated data to train artificial intelligence or machine learning models except as expressly authorized by Customer or as performed by a third-party provider under applicable third-party terms.

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## 15. Intellectual Property

### 15.1 Preexisting Materials

Ashburn and its licensors retain all rights in preexisting materials, tools, templates, methodologies, software, scripts, know-how, documentation, processes, and intellectual property.

### 15.2 Deliverables

Unless the Quote states otherwise, upon Customer's payment in full, Customer receives a non-exclusive, non-transferable license to use Deliverables created by Ashburn solely for Customer's internal business purposes in connection with the applicable Order. Ashburn retains ownership of preexisting materials, reusable tools, generic skills, know-how, templates, methods, and materials not uniquely created for Customer.

### 15.3 Third-Party Software and Cloud Services

Customer's rights in Third-Party Products and Services are governed by the applicable third-party license, subscription, or service terms.

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## 16. Compliance; Export; Prohibited Uses

### 16.1 Compliance With Laws

Each Party shall comply with laws applicable to its performance under the Order.

### 16.2 Export Control and Sanctions

Customer shall comply with all applicable export control, import, sanctions, customs, and anti-boycott laws, including the U.S. Export Administration Regulations, International Traffic in Arms Regulations where applicable, and Office of Foreign Assets Control sanctions. Customer shall not export, re-export, transfer, provide access to, or use Products, Services, software, technical data, or deliverables in violation of applicable law.

## 16.3 Prohibited Uses

Customer shall not use Products or Services for unlawful purposes, prohibited surveillance, unauthorized access, malware, infringement, violation of third-party rights, or other prohibited uses under applicable third-party terms or law.

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## 17. Commercial Customer Terms

This Section applies when Customer is a commercial, non-governmental, non-public-sector entity, unless the Quote states otherwise.

### 17.1 Commercial Terms Apply

Commercial Customer Orders are governed by the Quote, these Terms, applicable third-party terms, and any separately signed agreement between Ashburn and Customer.

### 17.2 No Customer Form Terms

Customer purchase order terms, vendor portal terms, supplier codes, or other Customer form terms do not apply unless expressly signed by Ashburn's authorized contracts representative.

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## 18. Federal Government Customer Terms

This Section applies only when Customer is the United States federal government or when the Quote is issued directly under a federal government contract, federal task order, federal delivery order, federal schedule order, or other federal procurement instrument accepted by Ashburn.

### 18.1 Federal Law and Required Clauses

If mandatory federal procurement clauses apply to an Order and are validly incorporated into the applicable federal contract, those clauses apply only to the extent required by federal law and only to the Products or Services covered by the federal Order.

### 18.2 Commercial Products and Services

Unless the Quote states otherwise, Products and Services are offered as commercial products, commercial services, commercial computer software, commercial computer software documentation, or commercial technical data, as applicable.

### 18.3 Government Rights in Software and Technical Data

Government rights in software, technical data, documentation, and deliverables are limited to the rights expressly required by the applicable federal contract clauses and the applicable third-party license terms. No broader rights are granted by implication.

## 18.4 Inconsistency With Federal Law

Any provision of these Terms that is inconsistent with applicable federal law or a mandatory federal clause validly incorporated into the Order will be deemed modified solely to the extent necessary to comply with that law or clause. All other provisions remain in effect.

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## 19. State, Local, Education, Public-Sector, Cooperative, and Grant-Funded Customer Terms

This Section applies only when Customer is a state, county, municipal, public education, public authority, public utility, transit authority, cooperative purchasing, grant-funded, or other public-sector customer.

### 19.1 Public-Sector Terms Apply by Customer Class

The public-sector-specific provisions in this Section apply only to the extent Customer is legally subject to the corresponding public-sector law, procurement rule, funding condition, or required contract term.

### 19.2 Non-Appropriation

If Customer is legally subject to appropriation requirements and applicable law requires a right to terminate for non-appropriation, Customer may terminate future unpaid portions of an Order if sufficient appropriated and legally available funds are not provided after Customer uses all lawful means to obtain such funds. Customer remains responsible for all Products and Services delivered, provided, performed, provisioned, ordered, committed, or non-cancellable before the effective termination date, to the extent permitted by law.

### 19.3 No Customer Indemnity Where Prohibited

Any Customer indemnity, defense, or hold harmless obligation applies only to the extent permitted by applicable law. If Customer is legally prohibited from indemnifying Ashburn, the prohibited obligation is deemed deleted without affecting other provisions.

### 19.4 Public Records

Public records, open records, freedom of information, and similar laws apply only to the extent required by applicable law. Customer shall not disclose Ashburn confidential, trade secret, security-sensitive, proprietary, or pricing information without first following applicable statutory procedures for protected information and providing notice to Ashburn where legally permitted.

### 19.5 Automatic Renewals

Automatic renewal provisions apply to public-sector Customers only to the extent permitted by applicable law. If automatic renewal is prohibited, renewal will occur only by valid written authorization, purchase order, or other lawful procurement action.

## 19.6 Sovereign Immunity

Nothing in these Terms waives Customer's sovereign, governmental, or other immunity unless expressly permitted by law and agreed by Customer in a valid written instrument. Nothing in these Terms waives Ashburn's available rights, defenses, remedies, or limitations.

## 19.7 Public-Sector Contract Conflicts

If a validly awarded public-sector contract, cooperative purchasing agreement, grant condition, or mandatory public-sector clause expressly governs the same Products or Services and conflicts with these Terms, the mandatory public-sector requirement controls only to the extent required by law and only for the applicable Order.

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## 20. Termination

### 20.1 Termination for Cause

Either Party may terminate an Order for material breach if the breaching Party fails to cure the breach within thirty (30) days after written notice, except that payment breaches may require shorter cure periods where stated in the Quote or applicable third-party terms.

### 20.2 Effect of Termination

Upon termination, Customer shall pay all amounts due for Products and Services delivered, performed, provisioned, ordered, committed, non-cancellable, or non-refundable before the effective termination date, plus applicable cancellation charges, third-party charges, and wind-down costs.

### 20.3 Non-Cancellable Commitments

Termination does not relieve Customer of obligations for non-cancellable, committed-term, multi-year, subscription, cloud, SaaS, support, maintenance, usage-based, enterprise agreement, or third-party provider obligations, except to the extent the applicable third party releases Ashburn from corresponding obligations or applicable law requires otherwise.

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## 21. Notices

Legal notices to Ashburn must be sent to:

**Ashburn Consulting LLC**  
Attn: Contracts / Legal  
42813 Forest Spring Drive  
Leesburg, VA 20176  
Email: [contracts@ashburnconsulting.com](mailto:contracts@ashburnconsulting.com)

Operational notices, invoices, support communications, and project communications may be sent as stated in the Quote or applicable statement of work.

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## 22. Governing Law; Venue; Disputes

### 22.1 Governing Law

Unless a valid public-sector contract accepted by Ashburn requires a different law, these Terms and all Orders are governed by the laws of the Commonwealth of Virginia, without regard to conflicts-of-law rules.

### 22.2 Venue

Unless a valid public-sector contract accepted by Ashburn requires a different forum, any dispute arising out of or relating to a Quote, Order, or these Terms shall be brought exclusively in the state or federal courts located in Loudoun County, Virginia or the Eastern District of Virginia, as applicable.

### 22.3 Informal Resolution

Before filing suit, the Parties shall attempt in good faith to resolve disputes through business and contracts representatives, except for payment collection, injunctive relief, confidentiality, intellectual property, or urgent matters.

### 22.4 Jury Waiver

To the fullest extent permitted by law, each Party waives the right to trial by jury in disputes arising out of or relating to a Quote, Order, or these Terms.

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## 23. General Terms

### 23.1 Assignment

Customer may not assign an Order without Ashburn's prior written consent, except to the extent assignment cannot be restricted by applicable law.

### 23.2 Force Majeure

Ashburn is not liable for delay or failure caused by events beyond its reasonable control, including manufacturer delays, supplier delays, carrier delays, shortages, cyber incidents, acts of God, natural disasters, war, terrorism, labor disruptions, supply chain disruptions, government actions, embargoes, epidemics, power or network failures, or third-party service failures.

### 23.3 Severability

If any provision is invalid or unenforceable, the remaining provisions remain in effect, and the invalid provision will be modified to the minimum extent necessary to make it enforceable.

### 23.4 Waiver

No waiver is effective unless in writing and signed by the Party granting the waiver. Failure to enforce a provision is not a waiver.

### 23.5 Survival

Provisions that by their nature should survive expiration, completion, cancellation, or termination, including payment, taxes, third-party terms, confidentiality, intellectual property, warranty disclaimers, limitations of liability, dispute terms, and compliance obligations.

### 23.6 Entire Agreement

The Quote, these Terms, applicable third-party terms, and any separately signed agreement that controls under Section 1.5 constitute the complete agreement between Ashburn and Customer for the applicable Order.

### 23.7 Electronic Acceptance

Electronic signatures, , email approval, procurement portal acceptance, purchase orders, and electronic records are valid and binding.

### 23.8 No Reliance

Customer acknowledges that it has not relied on any statements, representations, or promises not expressly set forth in the Quote or these Terms.