

Product Description	Quantity
<p>Supplier Risk Manager</p> <p>Includes: Supply Base Module</p> <p>Includes: Alerts Module</p> <p>Includes: Locator Module</p> <p>Includes: Survey Module</p> <p>Up to 500 Registered and/or Watchlist suppliers in total based on Unique Duns</p> <p>International Watchlist: Up to 10% of Registered Supply Base</p> <p>Additional Supplier cost: \$1000.00 per 50, up to a maximum of 200 Additional Suppliers</p>	
<p>International Watchlist allows up to the above percentage of Registered Supply Base for International Watchlist outside of the US and Canada.</p> <p>ADDITIONAL RECORDS</p> <p>Term for additional records will coincide with the contract year listed herein.</p>	
<p>This Order is subject to the Master Agreement between Customer and Dun & Bradstreet, Inc. ("D&B"). This Order is not valid until a Master Agreement has been executed between the parties. Notwithstanding anything to the contrary contained in the Master Agreement, this Order constitutes Customer's binding commitment for the term of this Order.</p> <p>The Services under this Order may only be used by Customer in the United States to support its U.S. business.</p> <p>Customer may only make Services under this Order available to entities located in the United States that are subsidiaries, divisions or affiliates, wholly-owned or controlled by Customer ("US Affiliates") and identified on a "Schedule of Affiliates" attached to this Order and that are not currently eligible to receive any Services included herein under an existing agreement with D&B to support their respective US businesses.</p>	<p>Order #: 1117655</p> <p>Effective Date: 12/01/17</p>
<p>Customer Name: District of Columbia Government</p>	
<p>Governing Master Agreement DUNS # : 058592122</p>	<p>Subscriber # :</p>

TERM OF LICENSE: Base Period of One Year from the effective date, plus four (4) option years.

Each period, the duration of which is set forth herein, is a "Contract Year". Contract Year begins on the Effective Date unless otherwise stated herein.

OPTION TO EXTEND THE TERM OF THE ORDER

The District may extend the term of this Order for a period of four one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Order expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Order. If the District exercises this option, the extended Order shall be considered to include this option provision. The total duration of this Order, including the exercise of any options under this clause, shall not exceed five (5) years.

Product / Item Name	Contract Year 1 Base Period	Contract Year 2 Option Period	Contract Year 3 Option Period	Contract Year 4 Option Period	Contract Year 5 Option Period	Grand Total
SMS Supplier Risk Manager	12 Months	12 Months	12 Months	12 Months	12 Months	
Contract Year Sub Total:	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$137,500.00
Payment Terms Fee:	N/A	N/A	N/A	N/A	N/A	N/A
Contract Year Total:	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$137,500.00


Payment Information


Payment Terms: Annual Effective Date
Payment Method: Pay By Cash/Check
Shipping and sales taxes will be billed to the Customer as applicable.

AGREED TO BY:

CUSTOMER

DUN & BRADSTREET, INC.

Authorized Signature: 

Authorized Signature: 

Name (Please Print): TODD AUER

Name (Please Print): Michelle Derr

Title: Contracting Officer

Title: Relationship Manager

Date: 12-21-17

Date: 12-22-17

Account Rep Details

RM Name: Michelle Derr

RM Telephone #: (610)882-7148

RM #: 103585

Center/ORC # 3065

RM eMail: derrm@dnb.com

Billing Address:

Shipping Address:

Attention: Khadija Fuller

Attention: Khadija Fuller

Address 1: 441 4th St NW

Address 1: 441 4th St NW

Address 2:

Address 2:

City: Washington

City: Washington

State/Province: DC

Zip/Postal Code: 20001

State/Province: DC

Zip/Postal Code: 20001

Telephone: (202)299-3869

Fax:

Telephone: (202)299-3869

Fax:

License, Application, and Purpose of Use Terms & Conditions

PURPOSE OF USE: Supply Management licensed use is limited to supply chain analytics, supplier evaluation, supplier normalization/rationalization, monitoring, and management, strategic sourcing, e-procurement catalog, trading partner, and bid management, logistics, materials and inventory management, accounts payable, general ledger analysis, and balance of trade analysis.

LICENSE - Customer is licensed to use the Information and/or Software solely (i) for the Purpose of Use, if any, provided herein and/or (ii) in the Applications, if any, provided herein which may be commercially available or Customer developed.

SUPPLIER RISK MANAGER - ADDITIONAL TERMS AND CONDITIONS

1. Customer will cooperate with and provide all necessary information and resources to assist D&B in providing the Service to Customer. Customer agrees that it will upgrade its hardware and/or software, at its own expense, in order to maintain compatibility with Service modifications which are made from time to time.
2. Customer may provide a link to the Information and Software on Customer's Intranet or Internet services (for access by registered or registering vendors), or through other means of internal electronic distribution.
3. Use of the Service applies to Customer as it exists on the Effective Date. Any change to Customer via merger or acquisition shall require a written addendum to reflect such change, which addendum shall include the applicable revised fee.
4. D&B shall own all work product resulting from the implementation of the Service and shall have the unrestricted right to use such work product in connection with the Service or other products or services of D&B or its affiliates. Work Product is defined as and limited to voluntary Customer-completed surveys within the system.

APPLICATION LICENSE USAGE

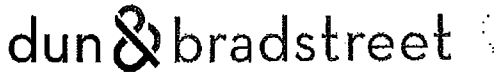
1. Supply Chain Management application provides the ability to strategically manage resources and provide metrics to monitor a supply chain.
2. Supplier Relationship Management application provides the ability to collect, analyze and leverage procurement and supplier information in order to evaluate and manage a supply base.

PRIVACY PRINCIPLES FOR EU PERSONAL DATA

This Section applies only to the extent that Personal Data from the European Union (and as defined by European data protection legislation) is requested by Customer from D&B as part of the Services. Personal Data from the European Union can only be transferred in accordance with applicable data protection laws, which currently require parties outside of jurisdictions deemed adequate by the EU to (i) enter into the EU standard contractual clauses, or (ii) process Personal Data in a manner consistent with privacy principles designed by the U.S. Department of Commerce and European Commission available at <https://www.privacyshield.gov> ("Privacy Principles"). D&B has certified to the Privacy Shield framework in order to legally transfer Personal Data to Customer, and accordingly, Customer and D&B each warrants and undertakes that: i) use of Personal Data will be for limited and legitimate purposes as specified in an Order; ii) Each party will provide the same level of protection as the Privacy Principles and will notify the other party if it makes a determination that it can no longer meet this obligation; and (iii) upon notice, including under (ii), take reasonable and appropriate steps to stop processing such Personal Data or remediate unauthorized use.

PRODUCT AND DATA LIFECYCLE

The D&B Services licensed under this Order are subject to D&B's Global Product and Data Lifecycle Policy, as set forth at <http://www.dnb.com/product-lifecycle-policy.html> which is incorporated herein.



License Agreement (11-16) – Government

This License Agreement ("Master Agreement") is between Dun & Bradstreet, Inc. ("D&B") and the customer named below ("Customer") and is effective as of the date set forth below the order issued by Customer ("Effective Date"). In consideration of the mutual obligations set forth in this Master Agreement, each party agrees to the terms and conditions below and represents that this Master Agreement is executed by duly authorized representatives. Customer and D&B may be sometimes referred to in this Master Agreement each individually as a "party" or collectively as the "parties". The Services subject to this Agreement are identified in the attached Purchase or Task Order ("the Order") issued by Customer to D&B which may include particular Service-specific terms and conditions.

	DUN & BRADSTREET, INC.	Customer:	District of Columbia, Office of Contracting and Procurement
Signature:	<i>Michelle Derr</i>	Signature:	<i>[Signature]</i>
Print Name:	Michelle Derr	Print Name:	TODD AUBER
Title:	Relationship Manager	Title:	CONTRACTOR OFFICER
Date:	12-22-17	Date:	12-21-17

1. Definitions

The definitions for the defined terms used in the Agreement are contained below or in the body of the Agreement.

1.1 "Affiliates" means entities that control, are controlled by, or are under common control with, a party to the Agreement.

1.2 "Agreement" means this Master Agreement, any Orders, addendum, statements of work, and schedules.

1.3 "Claim" means any claim, demand, suit or proceeding.

1.4 "Confidential Information" means information provided by Discloser to the Recipient that Discloser designates in writing to be confidential, or information that the Recipient ought to reasonably know is confidential.

1.5 "Contact Information" means professional information D&B collects and compiles relating to a person in the context of business which may include but is not limited to names, titles, business phone and facsimile numbers, wireless devices, e-mail addresses and physical addresses, and social media handles.

1.6 "Contractor" means third parties provided with Information or accessing the Services solely to support Customer.

1.7 "Customer Controlled Environment" means a facility or location that is owned, used or leased by Customer or under Customer's operational control.

1.8 "Data Subject" means an individual person who is the subject of, represented within or identifiable by Contact Information.

1.9 "Documentation" means any manuals, instructions or other documents or materials that D&B provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.10 "Discloser" means the party disclosing Confidential Information.

1.11 "Information" means information D&B collects and compiles on business entities anywhere in the world which may include, but is not limited to, business information, legal or financial data, Contact Information, D-U-N-S numbers, and ratings on such business entities.

1.12 "Initial Term" means the Master term of an Order as further described in Section 3.2.

1.13 "License" has the meaning set forth in Section 3.1.

1.14 "Losses" means all losses, costs and damages, including reasonable counsel fees.

1.15 "Non-Operational" means not used to support the on-going operations of the Customer such that Information is not susceptible to use as a substitute for the Services licensed by D&B.

1.16 "Order" means the ordering document for Services which may include particular Service-specific terms and conditions.

1.17 "Personal Information" for purposes of Section 4.2, 4.4, and 7.3, shall have the same meaning as Personal Data as in the European Data Protection legislation.

1.18 "Privacy Principles" for purposes of Section 4.2, 4.4, and 7.3, means the principles issued by the U.S. Department of Commerce pursuant to the EU-U.S. Privacy Shield framework, as amended from time to time, and available at <https://www.privacyshield.gov/> or other subsequent location designated by the U.S Department of Commerce. For purposes of clarification, Privacy Principles include, but are not limited to, the principles of notice, choice, accountability for onward transfer, security, data integrity, and purpose limitation, access and recourse, enforcement and liability, as well as any applicable supplemental principle.

1.19 "Recipient" means the party receiving Confidential Information.

1.20 "Representatives" means employees and vendors of the Recipient as further described in Section 8.3.

1.21 "Requests" means complaints, inquiries and opt-outs.

1.22 "Retained Information" has the meaning set forth in Section 4.5.

1.23 "Services" shall have the meaning set forth in Section 2.

1.24 "Software" means computer programs or applications (including those accessed remotely), documentation, and media.

1.25 "Term" shall have the meaning set forth in Section 3.2.

1.26 "Third Party Providers" means third parties that provide data, Software or services to D&B for use in providing the Services to D&B customers.

1.27 "Unauthorized Code" means any virus, trojan horse, worm, or any other software routines or hardware components designed to permit unauthorized access to disable, erase, or otherwise harm software, hardware, or data.

2. Scope of Agreement

D&B, either directly or through its Affiliates, shall, subject to the Agreement, make available to Customer the Information, Software, and other services, identified in Orders entered into from time to time by D&B and Customer (the "Services"). Where there is a conflict between the terms of any Order and this Master Agreement, the terms of the Order shall control with respect to the Services set forth in such Order and solely to the extent of the conflict.

3. Licenses

3.1 D&B grants to Customer a non-exclusive, non-sublicensable, non-transferable license ("License") to use and display the Information and Software (in object code format only) constituting the Services specified in an Order. All rights not expressly granted hereunder are reserved to D&B.

3.2 Each License is for a term of twelve (12) months, beginning on the effective date of the Order..

3.3 In the event a particular Order allows for Customer to make Services available to its Affiliates, Affiliates are bound by the same terms and conditions as Customer under the Agreement and Customer is responsible and liable for the Affiliates' acts and/or omissions which if done by Customer itself would be a breach of the Agreement.

3.4 If the Customer identified in the signature block above is part of the executive, legislative or judicial branches of the US Federal Government and Customer procuring the Services pursuant to the federal acquisition regulations or applicable agency supplements, the Information and Software is a Commercial Item as that term is defined in FAR 2.101, and is comprised of Technical

Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13. The Software and Information was developed exclusively at private expense. If Customer is a civilian agency, the Customer's rights to use, modify, reproduce, release, perform, display or disclose the Information and Software is subject to the terms of this Agreement as specified in FAR 12.212 (Commercial Computer Software), FAR 12.211 (Technical Data) and FAR 27.405-3 (Commercial Computer Software). If Customer is a defense agency, the Customer's rights to use, modify, reproduce, release, perform, display or disclose the Information and Software is subject to the terms of this Agreement as specified in DFAR 227.7202-1, and 227.7202-3. Under no circumstances will the Customer have greater rights in the Information and Software provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-713(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-714(f), respectively. This provision is in lieu of, and supersedes any other FAR, DFAR, or other clause or provision that addresses U.S. Government rights in the Information or Software. A non-Government Customer may not acquire the Information or Software on behalf of a U.S. Government entity without D&B's prior written consent.

4. Terms of Use

4.1 Information and Software are licensed for internal use only by Customer's employees with a need to know for the purpose identified in the Order. Customer will not provide Information, Software or other Services to others, whether directly in any media or indirectly through incorporation in a database, marketing list, report or otherwise, or use or permit the use of Information to generate any statistical, comparative, or other information that is or will be provided to third parties (including as the basis for providing recommendations to others); or voluntarily produce Information in legal proceedings, unless required by law.

4.2 Customer may not allow access to Contractors.

4.3 Customer will not attempt to access, use, modify, copy, reverse engineer, or otherwise derive the source code of any Service.

4.4 Customer will not use Information (i) as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family, household or employment purposes; or (ii) in any manner that would cause such Information to be construed as, a "Consumer Report" as defined in 15 U.S.C. § 1681a. In addition, Customer will not use any Service to engage in any unfair or deceptive practices and will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to, laws and regulations promulgated by the Office of Foreign Asset Control, the Privacy Principles, and/or any subsequent regulation or regime that replaces the Privacy Principles and those laws and regulations regarding telemarketing, customer solicitation (including fax advertising, wireless advertising and/or e-mail solicitation), data protection and privacy.

4.5 Upon expiration or termination of a License with respect to a particular Service, or upon receipt of a Service that is intended to supersede previously obtained Service(s), Customer will promptly delete or destroy all originals and copies of the Information and/or Software, as applicable, including all Information or Software provided to Contractors as permitted by Section 4.2 hereof; and upon request, provide D&B with a certification thereof. Notwithstanding the foregoing,

(i) Customer is granted a perpetual, limited, non-transferable and non-assignable license to retain copies of such Information in the form of hard copies or in Non-Operational systems, made in the normal course of business, solely for historical and/or archival (i.e. regulatory, disaster recovery, and compliance) purposes and not for any other continuing use ("Retained Information"). Customer is prohibited from using such Retained Information for any commercial purposes or as a substitute for the Services licensed by D&B.

(ii) The obligation to delete Information shall not apply to names, addresses (street, city, state, and zip code), phone numbers, fax numbers, and email addresses to the extent the subject to whom the Information relates has (i) become a customer or supplier of Customer, or (ii) engaged with Customer to become a customer or supplier of Customer.

4.6 Customer agrees, that in the event D&B obtains information or other evidence leading it to reasonably conclude that Customer is violating its obligations under the Agreement, if requested by D&B, an authorized officer of Customer will demonstrate and certify that it is in compliance with the Agreement.

4.7 If Customer is provided with Information from outside the United States, the parties must comply with applicable international data transfer laws, which may require the parties to enter into a data transfer agreement prior to the applicable Information being provided to Customer.

5. D-U-N-S® Numbers

5.1 D-U-N-S® Numbers are proprietary to and controlled by D&B. D&B grants Customer a non-exclusive, perpetual, limited license to use D-U-N-S® Numbers (excluding linkage D-U-N-S® Numbers) solely for identification purposes and only for Customer's internal business use. Where practicable, Customer will refer to the number as a "D-U-N-S® Number" and state that D-U-N-S is a registered trademark of D&B.

6. Payment

6.1 Customer will pay D&B in accordance with each Order.

6.2 Except in instances where the customer is exempt from taxes as evidenced by tax exemption certificates, the fees do not include, and Customer will pay any applicable taxes relating to the Agreement, other than taxes based on D&B income and franchise-related taxes.

7. Warranties and Disclaimers

7.1 D&B and Customer each represent and warrant that it (i) has the right to enter into the Agreement and (ii) has all necessary legal rights, title, consents and authority to disclose Confidential Information to the other in accordance with this Agreement.

7.2 D&B represents that the Information has been collected and compiled in accordance with applicable local, state, federal and international laws, rules or regulations, but D&B does not guarantee that the Customer's use of the Information meets the requirements of any applicable federal, or state law, rule or regulation including but not limited to wireless suppression lists, the CAN-SPAM Act, and "Do Not Call" lists.

7.3 D&B and Customer each warrant and undertake that i) use of Personal Information will be for limited and legitimate purposes as specified in the Agreement; ii) it will provide the same level of protection as the Privacy Principles in the use of Personal Information and will notify the other party if it makes a determination that it can no longer meet this obligation; and (iii) upon notice, including under (ii), take reasonable and appropriate steps to stop processing such Personal Information or remediate unauthorized use.

7.4 D&B represents and warrants that all Services will be performed with commercially reasonable care and skill by qualified individuals.

7.5 D&B represents and warrants that it has taken commercially reasonable efforts (i.e., scanning with current versions of antivirus software) to determine that the Software provided hereunder does not contain or will not contain any Unauthorized Code. In the event D&B discovers or is notified of any such Unauthorized Code in the Software, D&B shall promptly remove such Unauthorized Code in the Software.

7.6 D&B represents and warrants that the Software will perform all material functions and features as set forth in the Documentation.

7.7 Contact Information has not been obtained directly from the Data Subjects and the Data Subjects have not opted in or otherwise expressly consented to having their information sold for marketing purposes. Except as set forth in this Section 7, D&B shall not be liable for any damages, losses, costs, claims or expenses with respect to any data privacy legal or compliance violation arising out of or related to Customer's use of Contact Information.

7.8 CUSTOMER ACKNOWLEDGES THAT EVERY BUSINESS DECISION TO SOME DEGREE REPRESENTS AN ASSUMPTION OF RISK AND THAT D&B IN FURNISHING INFORMATION DOES NOT ASSUME CUSTOMER'S RISK. D&B IS ONE TOOL IN CUSTOMER'S DECISION MAKING PROCESSES. THEREFORE, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. THOUGH D&B USES EXTENSIVE PROCEDURES TO KEEP ITS DATABASE CURRENT AND TO PROMOTE DATA ACCURACY, OTHER THAN AS EXPLICITLY STATED IN THE AGREEMENT, D&B AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. D&B DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

8. Protection of Proprietary Rights

8.1 Information and Software are proprietary to D&B and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense. Customer will not remove D&B's copyright and proprietary rights legend from any Information and Software which are so marked when received.

8.2 Neither party will use the trade names, trademarks or service marks of the other party in any news release, publicity, advertising, or endorsement without the prior written approval of the other party.

8.3 The Recipient will treat all Confidential Information in the same manner as Recipient treats its own Confidential Information of a similar nature provided that: i) Recipient may share such information with its Representatives, with a need to know and/or in order to fulfill the obligations pursuant to the Agreement, in furtherance of the provision of Services hereunder, that are subject to confidentiality obligations substantially as restrictive as those set forth in this Section and ii) Recipient assumes responsibility for such Representative's use of such information. Confidential Information shall not include (a) Information and Services licensed pursuant to the Agreement; or (b) information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information.

8.4 Each party shall implement and maintain security measures with respect to the D&B Information, Software and Customer Confidential Information in its possession that effectively restrict access only to employees and Contractors with a need to know for the purpose identified in the Order, and protect such Information, Software, and Customer Confidential Information from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than

those each party employs to safeguard its confidential information of a similar nature. Unless prohibited by law, in the event of an actual breach of such security measures that involves the unauthorized access, use or disclosure of Information, Software and Customer Confidential Information each party shall notify the other promptly after becoming aware of any such security incident.

9. Termination

9.1 In the event of material breach of Section 4 or 8, Customer may immediately terminate, this Master Agreement or particular Orders; or D&B may, with notice, suspend Customer's access to the Services subject to such breach if necessary to prevent any ongoing impairment of D&B's intellectual property rights.

9.2 The provisions set forth in Sections 4, 5, 7, 8, 9.2, 10 and 11 will survive the termination of this Master Agreement.

10. Limitation of Liability; Indemnification

10.1 NEITHER PARTY NOR D&B'S THIRD PARTY PROVIDERS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST DATA, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

10.3. Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 10.1 above shall not apply with respect to: (i) the parties' respective obligations under Section 10.4 (Indemnification), or (ii) Customer's unauthorized use, disclosure, or distribution of Information or Services, or (iii) breach of Section 8.3.

10.4 (a) D&B shall defend or settle at its expense any Claim arising from or alleging infringement of any existing U.S. copyrights, patents, trademarks, or other intellectual property rights of any third party by the Services furnished under this Agreement (but not to the extent Customer modifies the Services in any way or combines the Services with material from third parties). D&B shall indemnify and hold Customer harmless from and pay any and all Losses attributable to such Claim. Customer shall give D&B prompt notice of any Claim. D&B shall have the right to control the defense of any such Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Customer shall have the right to approve the terms of any settlement or compromise that adversely impact Customer's use of the Services, such approval not to be unreasonably withheld. Customer shall provide all reasonable cooperation in the defense of any Claim. This section provides Customer's exclusive remedy for any infringement Claims or damages.

11. Miscellaneous

11.1 The Master Agreement, the Order, addenda, statements of work and schedules, the District of Columbia Standard Contract Provisions, and the Standard Contract Provisions Modifications Document, constitute the entire agreement between D&B and Customer regarding the Services. All prior Master Agreements, both oral and written, between the parties on the matters contained in this Master Agreement are expressly cancelled and superseded by this Master Agreement. Except with respect to Section 7 hereof (which shall take precedence over any inconsistent terms regarding warranties), if there is a conflict between the terms of the Order and/or this Master Agreement, the Order shall take precedence over this Agreement. Any allegations of breach under this Agreement shall be resolved in accordance with the District of Columbia Disputes Clause included in the District's Standard Contract Provisions. Any amendments of or waivers relating to this Master Agreement must be in writing signed parties, to be charged therewith.