**ADDENDA**

1. This addendum (“Addendum”) modifies the ENTERPRISE CONTENT MANAGEMENT (ECM) SOFTWARE LICENSE (hereinafter “Software License”) attached hereto as Attachment 0001, by deleting and making unenforceable any conflicting or inconsistent terms or conditions in the Software License that violate federal law and regulations. This Addendum shall be identified as the Addenda to the Contract for W15QKN-20-P-TBD issued by ACC-NJ (the “Contract”), and must be attached in full text to the Contract.
2. By incorporating this Addenda to the Contract, the parties agree that the terms, conditions and provisions of the Addenda will form a part of the Contract and will be applicable with respect to the software and services provided in connection with the Contract. Any specific term, condition or provision under the Contract, in this Addenda, or its attachments that are inconsistent or conflict with Federal law will have no force or effect. In the event of any conflicts or inconsistencies under the documents and provisions referenced and incorporated under the Contract, the following order of precedence shall take effect; the Contract terms shall prevail over the Addenda, and the Addenda terms shall prevail over the Software License.
3. The provisions of the FAR 52.212-4, Contract Terms and Conditions – Commercial Items, specified in FAR 12.302, as required by Federal law, shall apply to the Contract with the exception of FAR 52.212-4(n) “Title” which is hereby deleted in its entirety. The government’s rights to use, duplicate, or disclose any computer software delivered under this contract shall be in accordance with FAR clause 52.227-19.
4. ***Breach:*** Liability for any breach or claim shall be determined under the Federal Tort Claims Act (28 U.S.C. §§ 1346, 2401-2402, 2671-72, 2674-2680), Contract Disputes Act (41 U.S.C §§ 601-613), Anti-Deficiency Act (31 U.S.C. §1341, 31 U.S.C 1517), or other governing federal authority.
5. ***Modification, Suspension and Termination of Service***: provisions permitting unilateral termination that violate 31 U.S.C. 2344 are hereby deleted.
6. ***Governing Law***: Any arbitration, mediation or similar dispute resolution provision that is inconsistent with federal laws and regulations is hereby deleted. The Contract and this Addenda shall be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws, as applied by the Federal Courts.
7. ***Audits***: Audit clauses permitting network access to government systems is hereby deleted. No access will be allowed into government networks without prior notice, consent and individual(s) cleared. The government will provide a yearly audit report. Any discrepancies found during an audit must comply with the invoicing procedures consistent with federal law. Disputed charges must comply with the Contract Disputes Act (41 U.S.C §§ 601-613) or any other governing federal authority.
8. ***Control of Defense:*** Any provision acceding legal representation of the government to the Contractor in violation of 28 U.S.C. 516 is hereby deleted. Such representation when the government is a party is reserved, by statute, for the U.S. Department of Justice.
9. ***No Endorsement***: The contractor shall not represent or imply that use of the product or services by the government is an endorsement of the product, company or service. Any action construed as an advertisement or any other type of publicity identifying the Government as a customer must obtain the Contracting Officer’s approval prior to such action.
10. ***Payment Terms***: Any payment or invoicing term in conflict with Federal Appropriations Law, the Anti-deficiency Act, the Misappropriation Act and the Bona-fide Need Rule is unenforceable and is hereby deleted.
11. ***Automatic Third Party Terms***: Automatic third party terms incorporated by reference are unenforceable. Incorporation of such terms may only be made by bilateral contract modification with the approval of an authorized Contracting Officer.