

General Terms

These General Terms apply to any agreement between GridPoint, Inc. and a customer receiving services from GridPoint that expressly incorporates or references these General Terms.

1. **Notice.** Any notice required or permitted to be delivered under this Agreement shall be deemed given when sent by nationally recognized overnight carrier, or United States mail, postage prepaid, addressed to Service Provider or Customer, or via e-mail/pdf transmission with confirmed receipt, as the case may be, at the address specified in the Agreement.
2. **Applicable Law; Venue; Waiver of Jury Trial.** This Agreement and performance thereunder shall be governed by the laws of the State of Virginia, excluding its conflicts of laws rules. Any controversy or claim arising out of or relating to this Agreement and Exhibits attached thereto, shall be commenced, maintained, and settled in a court of competent jurisdiction in Fairfax County, Virginia. The non-prevailing party agrees to pay all reasonable costs, expenses, and fees of the prevailing party of this Agreement, including collection costs, court costs, and reasonable attorneys' fees.
3. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
4. **No Waiver.** Parties agree further that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any right, power or privilege hereunder.
5. **Entire Agreement; Amendments.** This Agreement constitutes the sole agreement of the parties and merges and supersedes, in full, any and all prior understandings or agreements between the parties concerning the subject matter hereof, except to the extent provided herein. This Agreement may not be modified except by a written amendment signed by both parties. Any terms not set forth in this Agreement and to which the Parties have not agreed to in writing are excluded and shall not be binding on any Party.
6. **Force Majeure.** Neither Party shall be responsible to the other under this Agreement for any delay or failure of performance of its obligations to the extent such delay or failure is attributable to any cause beyond its control, including without limitation acts of God, acts or omissions of the other Party, fire, strike, acts of terrorism, war, embargo, other government act, civil disturbance, or riot, provided, however, that the Party experiencing the Force Majeure event shall use commercially reasonable means to mitigate the effects of such event and resume performance hereunder as soon as practically possible.
7. **Survival.** Any Section of the Agreement and Additional Terms and Conditions that by their nature would reasonably be expected to survive (including, but not limited to confidentiality, intellectual property, limitation of liability, indemnity) shall survive termination or expiration of this Agreement.
8. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not be construed more severely against one of the Parties than against the other.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, any one or all of which shall constitute but one agreement. This Agreement may be executed and delivered by electronic transmission.