

VIRGINIA MILITARY INSTITUTE
(VMI)

CONTRACTOR'S FORM ADDENDUM

CONTRACTOR NAME: UNX Industries, INC

DATE: 28 March 2022

VMI and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This Addendum is attached to and hereby made a part of the Agreement. (As used herein, the term "Agreement" means the Contractor's Contract Form, this Addendum and, when applicable, the VMI Purchase Order, together with any other addenda or exhibits constituting part of the written contract between the parties.)

The Contractor's form contract is, with the exceptions noted herein, acceptable to VMI. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by VMI because VMI is an agency of the Commonwealth of Virginia, and in consideration of the convenience of using that form without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the Contractor's form contract, none of the following shall have any effect or be enforceable against VMI:

1. Requiring or stating that the terms of the Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
2. Renewing or extending the Agreement beyond the initial term or automatically continuing the Agreement period from term to term;
3. Requiring VMI to maintain any type of insurance either for VMI's benefit or for the Contractor's benefit;
4. Requiring VMI to indemnify, defend, or to hold harmless the Contractor for any act or omission, with the exclusion of those acts undertaken or performed by VMI;
5. Imposing interest charges or payment terms contrary to that specified by the Code of Virginia, Sections 2.2-4347 through 2.2-4355, Prompt Payment.
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VMI if the Agreement is terminated before its ordinary period;
8. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VMI before the Agreement is considered in effect;
9. Delaying the acceptance of the Agreement or its effective date beyond the date of execution;
10. Adding to the time period within which claims can be made or actions can be brought beyond the term of the contract;
11. Limiting the liability of the Contractor for property damage or personal injury;

12. Permitting unilateral modification of the Agreement by the Contractor;
13. Binding VMI to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating VMI to pay costs of collection or attorney's fees;
15. Requiring the waiver of a jury trial;
16. Granting the Contractor a security interest in property of VMI;
17. Requiring VMI to assign ownership to Contractor of any intellectual properties developed using VMI resources;
18. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of VMI.
19. Requiring confidentiality or actions relating thereto, such as a requirement to provide notice of requests for information, that exceed what is expressly authorized by the Virginia Freedom of Information Act, §§ 2.2-3700 *et seq.*, or other Virginia state law.

This Agreement consisting of the VMI Purchase Order when applicable, this VMI addendum, and the Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by prior written agreement between the parties. Notwithstanding anything contained in the Contractor's terms to the contrary, the terms of this Agreement shall supersede any subsequent or conflicting terms or conditions included in any standard click-through or shrink-wrap end user license agreement that may accompany a purchase. Any click-through or shrink-wrap agreement shall not bind VMI. This VMI addendum shall remain valid and in force for five (5) years following its execution.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CONTRACTOR:

By:

Title:

Date:

Jessica Walsh
Contracts & Proposals
Manager
3/29/2022

VIRGINIA MILITARY INSTITUTE:

By:

Title:

Date:

[Signature]
Director Procurement Services
3/29/2022