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IMPORTANT – READ THESE TERMS AND CONDITIONS OF USE (“TERMS”) CAREFULLY BEFORE ACCESSING, REGISTERING OR USING THIS WEBSITE AND THE RELATED INTELLECTUAL PROPERTY RIGHTS EMBODIED THEREIN (COLLECTIVELY, THE “GXM SERVICE”).

GXM IS WILLING TO PROVIDE YOU WITH ACCESS TO THE GXM SERVICE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ON ANY REGISTRATION OR ORDER FORM RECEIVED BY YOU FROM GXM IN CONNECTION WITH THE GXM SERVICE AND ON ANY DOCUMENTS REFERENCED HEREIN OR ANY ADDITIONAL TERMS AND CONDITIONS THAT CAN BE VIEWED EITHER ON THE PAGES CONTAINING ANY SERVICES OR OFFERINGS, OR VIA A LINK ON THOSE PAGES OR OTHER DIRECTIONS TO THE ADDITIONAL TERMS AND CONDITIONS AVAILABLE ON THE GXM SERVICE. IF YOU DO NOT AGREE TO THESE TERMS, PROMPTLY CEASE USING THE GXM SERVICE.

This document represents a legally binding agreement among you, your representatives, and GXM. Please be advised that these Terms contain provisions that govern the handling of lawsuits (see “Warranty Disclaimer”, “Limitation of Liability”, “Arbitration” and “Jurisdiction” provisions below (among others)). It also contains a waiver of jury trial and an agreement to arbitrate which will, with limited exception, require you to submit claims you have against GXM or GXM’s agents to binding and final arbitration.

IT IS IMPERATIVE THAT YOU ARE AWARE OF POTENTIAL SECURITY VIOLATIONS WHEN YOU ARE USING AND POSTING ON THE GXM SERVICE. IT IS NEVER ACCEPTABLE TO POST CLASSIFIED INFORMATION, CONTROLLED UNCLASSIFIED INFORMATION (CUI), FOR OFFICIAL USE ONLY (FOUO) INFORMATION, SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION (PII), PROPRIETARY INFORMATION, PROCUREMENT SENSITIVE INFORMATION, TRADE SECRETS, LAW ENFORCEMENT SENSITIVE INFORMATION, AND OTHER PROTECTED INFORMATION ON THE GXM SERVICE. IT IS YOUR RESPONSIBILITY TO BE AWARE OF THE CLASSIFICATION AND RELEASABILITY OF ANY INFORMATION THAT YOU POST. IF YOU ARE A UNITED STATES GOVERNMENT OR UNITED STATES DEPARTMENT OF DEFENSE EMPLOYEE AND HAVE QUESTIONS ABOUT ANY INFORMATION THAT YOU WISH TO POST ON THE GXM SERVICE, PLEASE CONSULT YOUR SUPERVISOR OR AGENCY



LEGAL COUNSEL. IF YOU ARE NOT A UNITED STATES GOVERNMENT EMPLOYEE AND HAVE QUESTIONS ABOUT ANY INFORMATION THAT YOU WISH TO POST ON THE GXM SERVICE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL.

Please note that certain parts of the GXM Service may have separate terms of use and privacy policies (“Special Rules”), which will govern your use of those parts of GXM Service. In the event that there is a conflict between the Special Rules and Terms or the GXM Service Privacy Policy, the Special Rules shall govern.

Authority

By accessing, subscribing, downloading and/or otherwise using the GXM Service, you (a) certify that you are at least 18 years of age, and that, if you are acting on the behalf of any person or entity, (including state or federal agency) you are authorized to act on behalf of such individual or entity, (b) have read these Terms and have agreed to be legally bound by these Terms, and (c) agree to all operating rules and policies of GXM that may be published within the GXM Service.

If you are acting on behalf of a business entity, the principals of the entity hereby join in the entering into and execution of these Terms for the purpose of guaranteeing the performance by you of each and every one of the obligations under these Terms, including, without limitation, the payment of any fee due to GXM Service.

Intellectual Property

The GXM Service is owned and operated by GXM and its licensors and is protected by copyright and other intellectual property laws under United States and international laws and treaties - Copyright 2022 GXM CONSULTING LLC. All rights reserved. The compilation and arrangement of all content, data and other information found within the GXM Service is also the sole and exclusive property of GXM and its licensors and is protected by U.S. and international intellectual property laws. The “look and feel” of the GXM Service, meaning, the structure, sequence and layout of the audiovisual components of such technology as perceived by you, including, but not limited to, the color combinations, button shapes, and all other graphical and navigational elements, are also proprietary to GXM and its licensors and are fully protected under U.S. and international intellectual property laws.

Use of the GXM Service

Subject to these Terms and any third-party restrictions and during the term hereof, GXM grants you a non-transferable, non-exclusive and non-sublicensable limited right and license to view, use and access the GXM Service to incidentally view, print and download the images, text, graphics, photographs, audio, video and other content available within the GXM Service solely for your informational purposes and for your immediate, private, personal and non-commercial use, provided that you retain all GXM copyright and proprietary notices contained in the original materials or any copies thereof.



All rights not expressly stated herein are reserved by GXM and GXM disclaims any and all implied licenses. Without limiting the foregoing, you agree not to: (i) reverse engineer, decompile, reverse compile, translate, adapt, or disassemble or otherwise access the GXM Service, or any part thereof; (ii) copy, distribute, display, transmit or reproduce the GXM Service, or any part thereof, in any form; (iii) publish, display, disclose, sell, rent, lease, modify, store, loan, distribute, publicly display or perform, co-brand, frame, permit third parties to link to, or create compilations or derivative works of the GXM Service, or any part thereof; (iv) assign, sublicense, convey, transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder; (v) use the GXM Service in any fashion that may infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary right of GXM, its third-party suppliers or any other third party; (vi) upload, post, email, transmit or otherwise make available any material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (vii) use the GXM Service to harm minors in any way; (viii) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity using the GXM Service; (ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the GXM Service; (x) upload, post, email, transmit or otherwise make available any materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (xi) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (xii) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (xiii) interfere with or disrupt the GXM Service or servers or networks connected to the GXM Service, or disobey any requirements, procedures, policies or regulations of networks connected to the GXM Service; (xiv) "stalk" or otherwise harass another; (xv) collect or store personal data about other users and the GXM Service content and or usage, including, without limitation, through the use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the GXM Service or any related data or information; nor (xvi) engage in "framing," "mirroring," or otherwise simulating the appearance or function of the GXM Service;.

You agree not to access the GXM Service by any means other than through the interface that is provided to you by GXM for use in accessing the GXM Service.

By posting information or other materials on or within the GXM Service or by making such information available for downloading by you, GXM does not waive any proprietary right in and to the GXM Service (including, but not limited to, copyright, service mark, trademark, patent, trade secret or other intellectual property or proprietary right) and does not transfer any rights to you in the GXM Service except for the limited license expressly granted herein.



Submissions

Subject to any separate agreement between GXM and you or your employer (collectively, “Customer Agreement”) and/or GXM’s Privacy Policy (with respect to personal identifiable information), any and all registration information, descriptions, designs, questions, answers, comments, suggestions, ideas, graphics, videos, content, data, personally identifiable information and any other information that you transmit to GXM through the GXM Service or email (each a “Submission”) may be used by GXM anywhere, anytime and for any reason whatsoever. ***You shall remain the sole and exclusive owner of your Submission, and you shall be solely responsible for your Submission and the consequences of posting or publishing it.***

By submitting your Submissions to GXM, you hereby grant GXM a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, distribute, perform, publicly perform and display your Submissions for any legal purposes whatsoever whether now known or hereinafter becoming known unless otherwise subject to additional terms in any separate Customer Agreement.

Subject to any Customer Agreement, any Submission you provide to GXM will be deemed public information and not subject to any confidentiality obligation and GXM shall have no obligation to maintain its confidentiality except to the extent the Submission contains personal identifiable information, in which case, GXM’s Privacy Policy shall govern GXM’s disclosure of such information if not otherwise waived by you.

By making a Submission and subject to any Customer Agreement, you waive the right to make any claim against GXM or any of its respective parents, subsidiaries, affiliates, employees, agents, directors, officers, shareholders and successors and assignees related to the Submission, including, but not limited to, unfair competition, infringement, invasion of privacy, negligence, breach of implied contract or breach of confidentiality, and you further waive all moral rights you may have in any materials uploaded or sent to us by you.

You represent and warrant that your Submissions: (a) shall be true, accurate, current, complete and not misleading, (b) shall not violate the rights of any third party, including, but not limited to, intellectual property and proprietary rights, (c) shall not be fraudulent or involve counterfeit or stolen information or items, (d) shall not violate any law, statute, ordinance or regulation (including those relating to the unauthorized disclosure of non-public and/or classified information), and (e) shall not create any liability for GXM. You also agree to maintain and promptly update your Submissions by means of the GXM Service in order to keep that information true, accurate, current and complete.

Utilization

Restricted Information – All U.S. Government, including U.S. Department of Defense, employees are bound by all applicable law, policies, directives, and guidance governing conduct



on social media sites and relating to the content that you post. Information presented on the GXM Service is considered public information and may be distributed or copied unless otherwise specified. **Information should not be posted that is non-public information, including but not limited to: Classified Information, Controlled Unclassified Information, For Official Use Only Information, Sensitive Personally Identifiable Information, Proprietary Information, Procurement Sensitive Information, Trade Secrets, Law Enforcement Sensitive Information; and other protected information.**

Submission Disclaimer

GXM does not and cannot review all Submissions posted to or created by users accessing the GXM Service and is not in any manner responsible for the content, postings and/or communications or the activities of these users. You acknowledge that by providing you with the ability to view and distribute user-generated content through the GXM Service, GXM is merely acting as a passive conduit for the distribution of such information and is not undertaking any obligation or liability relating to the content or the users' activities. Even though GXM may monitor and review Submissions, GXM assumes no responsibility, or liability which may arise from the content thereof, including, but not limited to, claims for disclosing top secret records, defamation, libel, slander, infringement, invasion of privacy, obscenity, profanity or misrepresentation. Notwithstanding the foregoing, GXM reserves the right to block or remove Submissions, communications, postings, or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading; (c) in violation of a copyright, trademark, patent, trade secret or other intellectual property rights of another; (d) offensive or otherwise unacceptable to GXM as determined in its sole discretion; or (e) violates these Terms or any Customer Agreement as determined in GXM's sole discretion.

Any reference on the GXM Service to any specific commercial products, process, or service by tradename, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by GXM Service, the US Government or the US Department of Defense ("USDOD"). The views and opinions of authors expressed herein do not necessarily state or reflect those of GXM, or the branded party sponsoring the site, and shall not be used for advertising or product endorsement purposes.

The GXM Service and any branded party sponsoring a community do not necessarily endorse, support, sanction, encourage, verify or agree with the comments, opinions, or statements posted on the GXM Service. Any information or material placed online, including advice and opinions, are the views and responsibility of those making the comments and do not necessarily represent the views of GXM, or any branded party sponsoring the site, and/or their third-party service providers. By using the GXM Service, you agree that GXM, the branded party sponsoring the community, and any GXM third-party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates these Terms.



Limitations on Internet & GXM Service

You acknowledge that GXM may establish limits concerning your use of the GXM Service, including, without limitation, the maximum number of days that Submissions will be retained by GXM on the GXM Service, the maximum number and size of postings, e-mail messages, or other Submissions that may be transmitted or stored by the GXM Service, and the frequency with which you may access the GXM Service.

You agree that GXM has no responsibility or liability for the deletion or failure to store any Submissions maintained or transmitted by the Internet. You acknowledge that GXM reserves the right at any time to modify or discontinue the GXM Service (or any part thereof) with or without notice, and that GXM shall not be liable to you or to any third party for any modification, suspension or discontinuance of the GXM Service.

Electronic Delivery Policy and Your Consent

By using the GXM Service, you consent to electronically receive from GXM all communications including notices, agreements, legally required disclosures or other information in connection with the GXM Service (collectively, “Notices”). GXM shall provide such electronic Notices by posting them on this GXM Service, through a messaging system and/or other similar notification application and/or service including, but not limited to, mobile messaging, telephone or other means. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of this GXM Service.

Warranty Disclaimers

You access and use the GXM Service at your own risk. Except as otherwise expressly provided herein, the GXM Service is provided to you on an “as is” and “as available” basis. When using the GXM Service, information will be transmitted over a medium that may be beyond the control and jurisdiction of GXM and its suppliers. Except as otherwise expressly provided herein, to the fullest extent permissible pursuant to applicable law, GXM disclaims all representations, guarantees and warranties (whether express, statutory or implied) of any kind, including, but not limited to, implied warranties of title, merchantability, data accuracy, system integration, fitness for a particular purpose, non-infringement and any other warranty arising under the uniform commercial code, usage of trade, course of conduct or otherwise. With respect to Third-Party Sites (as hereinafter defined), we make no representation and/or warranty on their behalf.

Without limiting the foregoing, GXM does not represent or warrant that (a) the GXM Service will be uninterrupted, timely, secure or error-free, (b) the defects in the GXM Service will be corrected, (c) the GXM Service or the servers that operate the GXM Service are free of viruses or other harmful components, (d) the data, results and information within the GXM Service will be correct, accurate, adequate, useful, reliable or otherwise; and (e) the GXM Service will meet your needs, requirements or expectations.



The advice, reviews, and/or feedback provided on the GXM Service are merely opinions and shall **not** be construed as medical or other professional advice nor as providing any other warranty or representation (all of which are expressly disclaimed) regarding the subject matter thereof and/or the GXM Service.

GXM may make changes to the content within the GXM Service or to your Submissions, products or services described in it, at any time without notice to you. Further, GXM assumes no liability or responsibility for any errors or omissions in the content within the GXM Service. The materials in the GXM Service may be out of date or inaccurate, and GXM specifically disclaims any duty to update such content.

Any material downloaded or otherwise obtained by you through the use of the GXM Service is done at your sole discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the downloading of any such material including, but not limited to, damage caused by viruses.

You acknowledge and agree that GXM shall not be responsible or liable for (i) any unauthorized access to or alteration of your Submissions; (ii) any Submission sent or received or not sent or received and (iii) any Submission stored on storage devices owned, operated or controlled by GXM. You acknowledge and agree that GXM shall not be responsible or liable for any Submissions or conduct of any third party, including, but not limited to, content sent using and/or included within the GXM Service provided by any other user of this GXM Service or any third-party licensors or suppliers of GXM.

If any of the exclusions set forth in this section are determined by a court of competent jurisdiction to be unenforceable, then all such express, implied and statutory warranties shall be limited in duration for a period of thirty (30) days after the date on which you first access the GXM Service, and no warranties shall apply after such period.

You further acknowledge that data entry and conversion is subject to human and machine errors, omissions, delays, and losses, including inadvertent loss or corruption of data or damage to media, that may give rise to loss or damage. You agree GXM will not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of data you enter, examining and confirming results prior to use of data, and adopting procedures to identify and correct errors and omissions and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data, including the retention of government records.

Disruptive Behavior

Harassment in any manner or form on the GXM Service, including via email, web blog (“blog”), comments, submissions, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a GXM employee or representative, as well as other members



or visitors on this GXM Service is prohibited. You may not upload to, distribute, send or otherwise publish through or within the GXM Service any content which is libelous, defamatory, obscene, disruptive, harassing, threatening, offensive, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, which may constitute or encourage a criminal offense, violate the rights of any party, or which may otherwise give rise to civil liability, violate any law or infringe on a third party's intellectual property right (including, but not limited to, spam, offensive sexual, racial or gender related material, or material that violates GXM's then current policies). You may not upload commercial content on or within this GXM Service or use the same to solicit others to join or become members of any other commercial online service or other organization.

You agree not to: (a) post, disseminate or transmit any worm, viruses or other harmful, disruptive or destructive files, code or programs via or through the GXM Service; (b) use Internet Relay Chat (IRC) bots via this GXM Service (*i.e.*, programs that utilize excessive resources by connecting to an IRC network and running 24 hours per day); (c) hinder the ability of others to use IRC; (d) disrupt the GXM Service or the normal flow on this GXM Service of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (e) run any program on the GXM Service that makes a service or resource available to others, including, but not limited to, port redirectors, proxy servers, chat servers or simulated multi-user environments; (f) interfere with, disrupt, or harm in any way the GXM Service or the servers or networks used in connection with it; (g) run programs or specifically configure machines in such a way as to keep a connection active when not in use or otherwise bypass automatic disconnection for inactivity, unless a dedicated access account is provided; (h) use the GXM Service in violation of the rules of any other website providers, websites, chat rooms or the like; (i) use the GXM Service to access the accounts of others without permission; (j) attempt to penetrate security measures of GXM or another entity, or obtain or bypass others' passwords; and (k) engage in denial of service attacks (*i.e.*, actions designed to impair network access by flooding the GXM Service with useless traffic).

Inappropriate Utilization – Inappropriate utilization, which provides immediate grounds for termination of your use of the GXM Service consists of, without limitation:

- Disclosure of information that you do not have the right to disclose (such as confidential information of others (including your employer) or non-public information of the US Government and USDOD (as noted above));
- Disclosure of any information that could compromise, in any manner, operational security of USDOD activities. All personnel (including families and friends of service members) have a responsibility to ensure that no information that might put our military members in jeopardy or would be of use to our adversaries is posted to websites, including the GXM Service, which are readily accessible to the public. Not surprisingly, that information includes, among other things, technical information, operation plans, troop movement schedules, current and future locations of military units and ships, descriptions of overseas bases, details of weapons system, or discussions of areas frequented by service members overseas. Other information that's not as obvious but should also not be discussed in an open forum includes daily military activities and operations, equipment status, unit morale,



and results of operations. Any of these topics, if released in an open medium, have the ability to provide our adversaries opportunities to harm our military members;

- Acting dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Adding any content that you do not own or have some other legal right to add;
- Adding content that is not intended for, or inaccurate for, a designated field;
- Misrepresenting your current or previous positions and qualifications;
- Misrepresenting your affiliations with a person or entity, past or present;
- Misrepresenting your identity;
- Creating a profile for anyone other than yourself (a real person);
- Using or attempting to use another Member's account;
- Harassing, abusing or harming another person;
- Sending spam or other unwelcomed communications to others;
- Scraping or copying profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Posting any unsolicited messages or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation;
- Posting anything that contains software viruses, worms, or any other harmful code;
- Manipulating identifiers in order to disguise the origin of any message or post transmitted through the GXM Service;
- Creating profiles or provide content that promotes escort services or prostitution;
- Creating or operating a pyramid scheme, fraud or other similar practice;
- Copying or using the information, content or data of others available on the GXM Service (except as expressly authorized);
- Copying, modifying or creating derivative works of GXM Service or any related technology;
- Reverse engineering, decompiling, disassembling, deciphering or otherwise attempting to derive the source code for the GXM Service or any related technology, or any part thereof;
- Implying or stating that you are affiliated with or endorsed by GXM or any official US Government or USDOD Communities without express consent;
- Renting, leasing, loaning, trading, selling/re-selling access to the GXM Service or related any information or data;
- Removing any copyright, trademark or other proprietary rights notices contained in or on our GXM Service;
- Removing, covering or obscuring any advertisement included on the GXM Service;
- Sharing or disclosing information of others without their express consent;
- Using manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the GXM Service or any related data or information;



- Using bots or other automated methods to access the GXM Service, add or download contacts, send or redirect messages;
- Monitoring the GXM Service's availability, performance or functionality for any competitive purpose;
- Engaging in "framing," "mirroring," or otherwise simulating the appearance or function of the GXM Service;
- Accessing the GXM Service except through the interfaces expressly provided by GXM;
- Overriding any security feature of the GXM Service; and/or
- Interfering with the operation of, or place an unreasonable load on, the GXM Service (e.g., spam, denial of service attack, viruses, gaming algorithms).

Limitation of Liability

NEITHER GXM, ITS SUPPLIERS, OTHER THIRD PARTIES MENTIONED WITHIN THE GXM SERVICE, NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE GXM SERVICE, PRODUCTS AND SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND WHICH MAY ARISE, DIRECTLY, OR INDIRECTLY, FROM YOUR USE OF, ACCESS TO, OR INABILITY TO USE AND ACCESS THE GXM SERVICE OR FROM YOUR PURCHASE OF PRODUCTS AND/OR SERVICES PURCHASED THROUGH THIS GXM SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGES OR INJURY FROM OR RELATING TO: THE DOWNLOADING OF ANY MATERIAL CONTAINED WITHIN THE GXM SERVICE; THE LINKING TO OTHER WEBSITES FROM THE GXM SERVICE; THE SERVICES, PRODUCTS OR INFORMATION OFFERED ON, MADE AVAILABLE THROUGH THIS GXM SERVICE; COMPUTER VIRUS OR SYSTEM FAILURE; AND/OR THE UNAVAILABILITY OF ANY SERVICES OR PRODUCTS MENTIONED WITHIN THE GXM SERVICE WHETHER OR NOT GXM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL GXM'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE FEES PAID, IF ANY, BY YOU TO GXM FOR ACCESS AND USE OF THE GXM SERVICE OR THE PURCHASE PRICE OF ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE GXM SERVICE OR IN ALL OTHER CASES TEN DOLLARS (\$10.00).

Access to the GXM Service

You shall be responsible for obtaining access to the GXM Service and for all equipment necessary to access the GXM Service and you acknowledge that obtaining the foregoing may involve third-party fees (such as internet service provider or airtime charges). You are responsible for all charges associated with connecting to the GXM Service, including, without limitation, all telephone,



equipment, airtime and internet service provider charges.

Passwords and Your Obligations

You may be asked to register as a member on certain pages or services within the GXM Service and to select a unique username and password in order to be able to access your account and use parts of the GXM Service. As a registered member, you are responsible for maintaining the confidentiality and security of your username and password and shall be responsible for all uses of your username and password, whether or not in fact authorized by you. You agree to immediately notify GXM in writing of any breach of security, including, without limitation, unauthorized use of your username or password. You also understand that exiting immediately from your account (*i.e.*, “logging off”) at the end of each session will enhance your account security and that failure to do so may permit other persons having access to your computer to use, or modify, your account. If you permit any person to use your username and password, you shall be liable for all activity and transactions made by that person including transactions for which you may not have authorized.

Please notify us immediately of any unauthorized use of your username and password via email to [**openhive@gxmconsulting.com**](mailto:openhive@gxmconsulting.com)

Security

The GXM Service resides on the public Internet. GXM uses commercially reasonable measures to protect the confidentiality and security of any communications transmitted to GXM and any information stored on servers controlled by GXM. Notwithstanding these efforts, GXM cannot guarantee the confidentiality and security of such electronic communications and the devices used to store such information (including, personally identifiable information) and disclaims all liability arising therefrom.

Without limiting the foregoing, you shall not: (a) violate or attempt to violate the security of the GXM Service; (b) access data or materials not intended for you; (c) log into a server or account which you are not authorized to access; (d) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; or (e) attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the GXM Service, overloading, “flooding,” “mailbombing” or “crashing” the GXM Service. Violations of system or network security may result in civil or criminal liability. GXM reserves the right to investigate occurrences that may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

Indemnification

You agree to indemnify, defend, and hold harmless GXM, its affiliates, agents, vendors, distributors, licensors, suppliers, successors and assignees and their officers, directors, and



employees from and against any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes (whether federal, state, local, or foreign), liens, losses, expenses, and fees, including, without limitation, court costs and reasonable attorneys' fees and expenses, resulting from (a) any third party claim, (b) any violation of these Terms, (c) violation of any law including, but not limited to, unauthorized disclosure of top secret records and your failure to retain records in accordance with law, (d) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing your account, (e) your use of (or inability to use) the GXM Service, and (f) any use of your Submission by GXM or any other party, including, but not limited to, any third-party claim of infringement of an intellectual property or proprietary right or invasion of privacy or publicity.

Blog Disclaimer

The blog entries, quotations and other editorial content on this GXM Service are provided “as is” with no warranties and confer no rights. The blog entries are solely the opinion of the poster/author and do not necessarily reflect the opinions of GXM.

Termination/Suspension/Change of Service

You agree that GXM, in its sole discretion, may terminate these Terms at any time and/or suspend or limit your access to and use of the GXM Service (or any part thereof) at any time and for no or any reason whatsoever, including, without limitation, for lack of use by you or if GXM believes that you have violated or acted inconsistently with these Terms. GXM reserves the right at any time to modify or discontinue, temporarily or permanently, your access to and use of the GXM Service (or any part thereof) without notice. You agree that GXM shall not be liable to you or to any third party for any modification, suspension or discontinuance of your use of, or access to, the GXM Service. Your obligations under these Terms shall continue even after GXM has terminated and/or cancelled your access to the GXM Service. Those provisions that by their nature survive, shall survive termination of the Terms including, but not limited to:

- Our rights to use and disclose your feedback;
- Members' rights to further re-share content and information you shared through the GXM Service to the extent copied or re-shared prior to termination;
- Any other rights that GXM may continue to have under this Agreement.

GXM may also change or discontinue the GXM Service or any part thereof and/or modify prices prospectively in GXM's sole discretion. To the extent required by applicable law and as noted in GXM's Privacy Policy, you agree that GXM has no obligation to store, maintain or provide you a copy of any content or information that you or others provide.



Validating & Approving Registration and/or Submission

We reserve the right to reject your Submission or registration, for any or no reason whatsoever. If we do reject any of the foregoing activities on the GXM Service, we will generally attempt to notify you by using the contact information you gave to us at the time of registration or your most recent Submission or, if applicable, a Customer Agreement.

Miscellaneous Provisions

Additional Fees

You shall immediately notify GXM in writing if you know or have reason to believe that GXM has been or will be required, as a result of activity arising out of or related to these Terms or your use of the GXM Service by any court or administrative agency of the United States or any state or by any legal process to respond to any subpoena, search warrant, discovery or other directive under the authority of such court, administrative agency, governmental inquiry or process in connection with any proceeding or investigation in which you or any of your affiliates, officers, directors, agents, employees, or subcontractors is involved. Whether or not such notice is given by you, you shall directly assist GXM in GXM's attempt to reduce the burdens of compliance with any such directives, and you shall reimburse GXM for any and all reasonable expenses incurred by GXM in complying with any such directive, including, but not limited to, attorneys' fees.

Order of Preference

These Terms govern your use and access to the GXM Service. These Terms do not modify, alter or amend any other specific agreement you have entered or will enter into with GXM, including, without limitation, any Customer Agreement. To the extent that any provision of these Terms, or any supplemental agreement offered as any part of any registration for additional services on this GXM Service, conflicts with any provision of your other agreements with GXM, the terms and conditions of such other agreement shall, take precedence over the conflicting term(s) and conditions of these Terms.



Links to Other Websites

The GXM Service contains links to other websites (“Third-Party Sites”) controlled or offered by third parties (non-affiliates of GXM). GXM is not responsible for the content, accuracy or opinions expressed on such Third-Party Sites and such sites are not investigated, monitored or checked for accuracy or completeness by GXM. GXM hereby disclaims any and all liability for, any information, materials, and products or services posted or offered at any of the Third-Party

Sites. By creating a link to Third-Party Sites, GXM does not endorse or recommend any products or services offered or information contained at Third-Party Sites, nor is GXM liable for any failure of products and services offered or advertised at those sites. Such third parties may have a privacy policy different from that of GXM and Third-Party Sites may provide less security than GXM.

Revisions and Consents

GXM reserves the right to revise these Terms at any time and for no or any reason whatsoever. GXM also reserves the right to make changes at any time, without notice or obligation, to any of the information, products or services contained on or offered through the GXM Service. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions shall be effective immediately and incorporated in these Terms upon notice thereof, which may be given by any reasonable means, including, but not limited to, posting such changes on this GXM Service or via electronic notice as described above. By continuing to access this GXM Service, you acknowledge and agree that you shall be bound by such revisions. Accordingly, you should periodically review the Terms.

Entire Agreement

These Terms constitute the entire agreement between you and GXM with respect to the subject matter addressed herein, and govern your access to, and use of, the GXM Service, superseding any prior agreements between you and GXM relating to such subject matter, but these Terms may be supplemented by any Customer Agreement.

Arbitration

Except for the failure to pay any fees and/or disputes concerning a breach of the scope of the license granted herein, any other dispute arising out of, relating to or in any way connected with these Terms, shall be submitted to final and binding arbitration before a single arbitrator. If the parties are unable to agree on an arbitrator within thirty (30) days after a party has served notice of a request to arbitrate, then an arbitrator shall be selected by the American Arbitration Association pursuant to its then-current rules, within fifteen (15) days after the parties are unable to agree on the arbitrator. Arbitration shall take place in Virginia in accordance with the Rules and Regulations of the American Arbitration Association (Commercial Division).



Attorney Fees

Should any suit be commenced to enforce GXM's rights and in the event GXM is successful, you agree to pay GXM's expenses and attorney's fees incurred.

Trademarks

Any and all trademarks displayed within the GXM Service are owned by GXM, its licensors or its affiliates. Nothing in these Terms should be construed as transferring any aspects of such rights to you or to any third party.

Confidentiality

Subject to any Customer Agreement, at all times during the term hereof and at all times thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of yourself, or any other individual or entity, any Confidential Information of GXM. "Confidential Information" means any type of information or material disclosed by GXM that is unique, confidential or proprietary to GXM or its licensors related to the business or activities of GXM that are not generally known to others engaged in similar businesses or activities including, without limitation, information which relates to research, development, trade secrets, know-how, inventions, invention records, technical data, computer software, programming, concepts, designs, drawings, procedures, processes, equipment, reports, manuals, documentation, manufacture, purchasing, accounting, engineering, marketing, merchandising and selling, pricing, customer lists, business plans or strategies, third party information in GXM's possession, all parts of the GXM Service and any other materials or information whether in written, digital, oral or other form.

Privacy Policy

GXM realizes that you are concerned about how the information you provide online will be used. GXM has a Privacy Policy that discloses what information GXM collects about you, how GXM uses such information, the steps GXM takes to secure such information, how you can view and correct such information and how you can decline to have such information about you collected or used. The Privacy Policy is available on this GXM Service and is incorporated herein by this reference. Please read our Privacy Policy for more details. A copy of GXM's current Privacy Policy can be found in the footer of each web page for review.

Jurisdiction

These Terms are executed or agreed to in Virginia and shall be governed by, and interpreted in accordance with, the laws of Virginia, without regard to principles of conflict of laws and without application of the Uniform Computer Information Transaction Act and the United Nations Convention of Controls for International Sale of Goods. Except as otherwise provided herein, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out



of or related to use of the GXM Service, and purchases of products and/or services through the GXM Service must be filed within one (1) year after such claim or cause of action arose or be forever barred, and you expressly waive any other statute of limitations which otherwise may apply. Subject to the foregoing arbitration terms and conditions, you agree that the exclusive jurisdiction for any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of these Terms, shall be the courts located in Virginia or the United States District Court for Virginia for resolution of any dispute, action or proceeding arising in connection with these Terms, purchase of products/services or your use or non-use of the GXM Service.

YOU WAIVE ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIMS OF ANY KIND ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY. YOU ACKNOWLEDGE THAT THIS IS A WAIVER OF A LEGAL RIGHT AND REPRESENT THAT YOUR WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH COUNSEL OF YOUR CHOICE. TO THE EXTENT APPLICABLE, YOU AGREE THAT ALL SUCH CLAIMS SHALL BE TRIED BEFORE A JUDGE OF A COURT HAVING JURISDICTION WITHOUT A JURY.

Applicability of Content

The servers supporting the GXM Service are operated in the United States of America, and GXM makes no representation that the content provided through the GXM Service are applicable or appropriate for use in jurisdictions other than the United State of America. If you access the GXM Service from outside of the United States America, please be aware you are responsible for compliance with any applicable laws. To the extent any applicable local laws prohibit your viewing and use of the GXM Service, you may not view or use the GXM Service.

GXM Intellectual Property Notice

Pursuant to the Digital Millennium Copyright Act, GXM has designated the person listed below as its agent to receive notifications of alleged copyright or other intellectual property infringement on this GXM Service. GXM respects the intellectual property of others and asks our users to do the same. If you believe that your work has been copied in a way that constitutes infringement, or your intellectual property rights have been otherwise violated, please provide GXM's Intellectual Property Agent the following information (the "Notice"): (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) a description of the copyrighted work or other intellectual property right that you claim has been infringed; (c) a description of where the material that you claim has been infringed is located in the GXM Service; (d) your address, telephone number and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the applicable intellectual property owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.



GXM's Agent for transmitting the Notice for claims of copyright or other intellectual property right infringement can be contacted at:

dmcaopenhive@gxmconsulting.com

c/o DMCA Agent
GXM CONSULTING LLC
4600 Fairfax Drive, Suite 800
Arlington, VA 22203
USA

Complaints Regarding Content

We respect the rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. Also, as noted, unprofessional, false, misleading, profane or defamatory comments are not appropriate for the GXM Service. We provide a policy and process for complaints concerning content posted by our Members.

General Provisions

In the event any provision (or any part of any provision) contained in these Terms shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of these Terms, and these Terms shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein, but only to the extent such provision (or part thereof) is invalid, illegal, or unenforceable.

GXM's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any other provision, term or right set forth herein. Neither the course of conduct between the parties nor trade practice shall act to modify any of the terms and conditions of these Terms.

GXM may assign its rights and duties under these Terms to any party at any time without notice to you. You may not assign these Terms or the rights granted herein to any party without the prior written consent of GXM.

These Terms do not create any agency, employment, partnership or joint venture between you and GXM.

The section headings used in these Terms are for convenience only and have no legal or contractual effect.



We reserve the right to change the terms of this Agreement and will provide you notice if we do by posting updates on the site. If you don't agree to these changes, you must stop using the Services

Print these Terms

You acknowledge that you have read these Terms and have had an opportunity to consult with an attorney. For record keeping purposes, GXM encourages you to print these Terms and the ancillary documents described herein.

You agree that these Terms, combined with your act of using the GXM Service have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of these Terms on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print these Terms.

Updated: October 1, 2022