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This Software License Agreement Terms and Conditions (“Agreement”) is between the Customer set forth in a Purchase Order and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of Skybox Security, Inc. with its principal place of business at 2077 Gateway Place, Suite 200, San Jose, California, 95110, USA (“Company”). This Agreement governs the Customer’s use of the Skybox Security Inc. software (the “Licensed Software” or “Software”) and the Skybox Security Inc. documentation made available for use with such software. “You” and “Customer” mean the Government Customer (Agency) who, under the GSA MAS Program, is the “Ordering Activity,” defined as an “entity authorized to order under GSA Schedule Contracts” as defined in GSA Order OGP 4800.2I, as may be revised from time to time.

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**8. Miscellaneous.**

8.1 Inspection Rights. Upon reasonable notice the GSA MAS Contractor or its designee shall have the right to reasonably inspect the Licensee’s premises and relevant records to determine compliance with this Agreement. In the event that Licensee uses any Company software other than as licensed under this Agreement (or under another agreement executed by the parties), the GSA MAS Contractor may invoice Customer the then current license and Support Services fees for such unpermitted use. Further, such inspection shall be contingent upon adherence to Customer’s security requirements, including any requirement for personnel to be cleared prior to accessing sensitive facilities. The GSA MAS Contractor acting on behalf of Skybox Security Inc. shall give Customer notice of the requested audit. If Customer’s security requirements are not met, then upon the GSA MAS Contractor’s request, Customer wil**l** run a self-assessment with tools provided by, and at the direction of the GSA MAS Contractor to verify Customer’s compliance with the terms of this Agreement.

8.2 Governing Law.

This agreement is subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States.

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