

**Appendix G to DIR Contract Number DIR-SDD-2513**  
**CLOUD ASSESSMENT SERVICE LEVEL AGREEMENT**

General Dynamics Information Technology (“GDIT”) is providing services (“Services”) for the Cloud Assessment offering. The SLA for this element is dependent on the services the Customer has chosen to purchase. GDIT and Customer may be referred to herein individually as “Party” or collectively as “Parties.”

**SCOPE OF SERVICES PROVIDED**

GDIT shall, in conjunction with Customer, determine the time, place, method, personnel, resources, details, and means of performing the Services. Customer agrees to furnish any reasonable facilities, personnel, and equipment necessary to facilitate GDIT’s provision of the Services. GDIT will provide adequate staff to render the Services; provided, however, GDIT reserves the right to reassign its personnel and/or resources prior to or during the performance of the Services as long as such reassignment does not materially affect GDIT’s performance of the Services under this Agreement. GDIT will notify Customer of any reassignment prior to its occurrence.

Customer may request specific personnel be assigned; however, acceptance of such request is at the sole discretion of GDIT. In the event that any GDIT staff is found to be unacceptable to Customer, Customer shall notify GDIT in writing of such fact and GDIT shall work with Customer to resolve the problem, including removal of staff and providing a replacement acceptable to Customer.

In the event Customer requests a delay in the commencement of the Services, whether under the SOW or any Task Order, without limiting, restricting, or waiving any other remedies available to GDIT hereunder, GDIT reserves the right to reschedule the Services subject to availability of GDIT’s personnel and/or resources, as determined by GDIT.

**TERM AND TERMINATION**

This Agreement shall be deemed effective as of the date when the Parties have mutually agreed to the terms herein and the Services’ pricing. This Agreement shall continue in effect until the first of the following events occurs:

- (1) A mutually agreed to End Date; or
- (2) The completion of any outstanding Statement of Work or Task Order(s); or
- (3) A Party to this Agreement provides thirty (30) days’ written notice to terminate this Agreement to the other Party; provided, however, that in no event shall GDIT be under any obligation to extend the term of this Agreement.

**CUSTOMER OBLIGATIONS**

In connection with GDIT’s performance of the Services, Customer shall perform those tasks and assume those responsibilities specified in any resulting SOW or any applicable Task Order(s). Customer understands that GDIT’s performance is dependent and contingent on the performance of and information provided by others and of Customer’s timely and effective responses to, including but not limited to, questions, technical approaches, various program decisions/approvals, and the provision of information as a part of Customer’s responsibilities. GDIT shall have the right to submit change claims to this work effort when it considers a changed condition or circumstance has occurred. Such a change claim shall be decided through mutual agreement of the Parties and GDIT shall not provide the Services on such changed conditions until the issue is resolved.

## **PARTIES' RESPONSIBILITIES**

- A. **Warranty** – GDIT will use commercially reasonable efforts to perform the Services covered by the SOW or any Task Order(s) and warrants that each of its employees assigned to perform the Services shall have displayed the requisite knowledge and experience necessary to perform the Services in a competent and professional manner. Customer acknowledges that GDIT does not warrant that there will be a satisfactory solution to all problems. CUSTOMER AGREES THAT GDIT WARRANTS ITS SERVICES “AS IS” AND THAT GDIT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
- B. **Limitation of Liability** shall be in accordance with 9K of Appendix A, DIR Contract Number DIR-SDD-2513. **Indemnification** shall be in accordance with Section 9A of Appendix A, DIR Contract Number DIR-SDD-2513.
- C. **Insurance** – Insurance shall be in accordance with Section 9N of Appendix A, DIR Contract Number DIR-SDD-2513.

## **CONFIDENTIALITY & NON-DISCLOSURE**

The Parties acknowledge that GDIT and Customer each own valuable trade secrets and other confidential information. Such information may include software code, routines, data, know-how, designs, inventions, and other tangible and intangible items. To the extent allowed by the Texas Public Information Act and other applicable laws, all such information owned by the Parties is defined as ‘Confidential Information.’ This provision does not apply to Confidential Information that is 1) in the public domain through no confidentiality breach of the receiving party, 2) was independently developed as shown by appropriate documentation, 3) is or was disclosed to other parties without similar restrictions, or 4) was already known by the receiving party as shown by appropriate documentation.

The receiving party will not disclose any Confidential to any third parties except those directors, officers, employees, GDITs, and agents who have a need-to-know the Confidential Information. The receiving party shall ensure that such individuals to whom Confidential Information is disclosed are bound by non-disclosure terms in content substantially similar to this Agreement. The receiving party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of confidential Information, which measures shall include the same degree of care the receiving party utilizes to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care.

The Parties agree that they will not, at any time during or for after the Agreement, disclose any Confidential Information to any third party. Upon termination of this Agreement, each Party will return or destroy (at the disclosing party's request) any Confidential Information that belongs to the other Party.

## **PROPRIETARY RIGHTS**

Intellectual Property shall be in accordance with Section 4 of Appendix A, DIR Contract Number DIR-SDD-2513.