



Terms of Use

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OVERVIEW AND IMPORTANT NOTICE

This Terms of Use Agreement ("Terms of Use" or "Agreement") is a legally binding contract between you ("You" either as individual or a legal entity, and whom may be referred to as "Your") and by ICF International, Inc. and its affiliates, subsidiaries, trusted business partners or alliances, agents, subcontractors, licensors, or third-party vendors (collectively, "ICF" or which may be referred to as "we", "us", and "our"). This Agreement governs your access to and use of the webpages, intranet pages, applications, software, features, widgets, online services, tools, electronic mail, and related audio, video, html code, buttons, text, links, or other content (collectively, the "Site(s)") owned, operated, or controlled by ICF.

YOUR ACCESS OR USE OF THIS SITE CONSTITUTES THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT AND WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, WITHOUT LIMITATION OR QUALIFICATION. PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THIS SITE AND ARE INSTRUCTED TO EXIT THIS SITE IMMEDIATELY.

We, with or without prior notice and liability, reserve the right, at any time and at our sole discretion, to:

- change the terms and conditions of this Agreement;
- modify, edit, translate, suspend, restrict access to, or terminate this Site, including eliminating or discontinuing any information, programs, services, or other feature on the Site;
- may change, suspend, discontinue, or restrict any aspect of the Sites;
- right to block access from a particular Internet address;
- deny your use of and/or access to the Sites;
- terminate the browsing of, registration with, and use of the Site by you at any time without liability or prior notice for any reason, including for any breach of this Agreement; or
- modify, edit, translate, suspend, restrict access to, or terminate these terms and conditions.

Any change(s) we make to the Sites will be effective immediately upon our making such change(s) available on the Sites or otherwise providing notice thereof. You agree that your entering, re-entering, or continued use of the Sites thereafter constitutes your acceptance of such change(s). For your convenience, we will include the last revision date at the bottom of this page. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement.

1. Eligibility

By downloading, accessing, or using the Sites, any related Content (as defined below), or submitting material (as defined below) of any kind, you represent and warrant that: i) all registration and other information you submit, if any, is truthful and accurate; ii) you will maintain the accuracy of any information you provide; iii) you are at least 18; iv) you are not using another authorized user's account without his/her permission; and v) your use of the Sites does not violate any applicable law or regulation.

2. Children

Our Sites are not directed toward children under 13 years of age nor does ICF knowingly collect information from children under 13. If you are under 13, please do not submit any Personal Information to us.

3. Privacy

Please also review our [Privacy Statement](#), which discloses our information treatment practices.

4. Confidential Information

ICF does not want to receive confidential or proprietary information from you through the Sites. Please note that any information or material sent to ICF through the Sites will be deemed NOT to be confidential and we will not be required to treat any material you submit as confidential.

Unless otherwise expressly stated, by sending ICF any information or material through the Sites, you grant ICF a royalty-free, worldwide perpetual, irrevocable, non-exclusive, assignable, and fully sublicensable right (including any moral rights) to license, use, reproduce, modify, adapt, edit, copy, display, publish, translate, create derivative works from, distribute, transmit, perform, and display such content or information (in whole or in part) and/or to incorporate it into other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such material. Except as expressly stated otherwise, you agree that ICF is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose. You permit any other users of the Sites to access, view, store, or reproduce your material for that user's personal, non-commercial use. Moreover, and except as provided in this Agreement with respect to our right and ability to delete or remove your submitted material, we do not endorse, oppose, or edit any opinion provided by you or any other user and does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any material displayed, uploaded, linked-to or distributed by you or any other user. We may delete any material for any reason, including content that, in our sole judgment, is offensive, illegal or violate the rights, harm, or threaten the safety of any person.

We will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; (b) we first notify you that the materials or other information you submit to a particular part of the Sites will be published or otherwise used with your name on it; or (c) we are required to do so by law.

Personally identifiable information that you submit to ICF for the purpose of receiving



services or engaging in our programs will be handled in accordance with our Privacy Statement.

5. Ownership and Rights

5.1 Content Ownership and Rights.

Our Sites may contain comment areas, text, documents graphics, photographs, videos, illustrations, other images, maps, trademarks, trade names, service marks, logos, information obtained from our licensors, questionnaires, tools, other interactive features, and other materials or information (“Content”). All rights, title, and interest to the Content on the Sites remains with us or are provided with permission of the owner.

5.2 Copyright Ownership and Rights.

Our Sites, including, but not limited to, all text, graphics, user interfaces, visual interfaces, photographs, sounds, audio, video, artwork, computer code (including HTML, CSS, XML, and JavaScript), interactive features, programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any Content contained on or available through the Sites, unless otherwise indicated, are owned by ICF or its licensors either through copyright registration or common law. Any downloadable or printable programs, information, or materials available through the Sites and all trade secrets and know-how related thereto, unless otherwise indicated, are owned by ICF or its licensors.

5.3 Trademarks Ownership and Use of Marks Restrictions.

ICF or its licensor’s logos, taglines, slogans, and all other names relating to ICF programs or services are either registered or common law trademarks, trade dress, service marks, or the like of ICF or its licensors (“Marks”). You may not, absent ICF’s or its licensor’s prior written consent, use such Marks. All other trademarks displayed on this site or through links to other sites are the property of the respective trademark owner.

6. License Grant

ICF grants you a worldwide revocable, nontransferable, nonexclusive, nonsublicensable, nonassignable license to access, display, and use the Sites and the Content for personal, non-commercial purposes provided you comply with the terms and conditions of this Agreement, and all copyright, trademark, and other proprietary notices remain intact. You may not sell or license the Content you access on or through the Sites). All other use of our Site is prohibited (i.e., no other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the Content). All other rights, title, and interest to the Content are expressly reserved by ICF or its licensors.

7. License Reservations and Restrictions

7.1 Except for the limited license granted in this Agreement, ICF and its licensors retain all right, title and interest in the Sites, Content, and/or materials, including patent, trademark, copyright, trade secret, or other proprietary or intellectual property rights.

7.1.1 Limitations on Trademark, Copyright, Site, and Content Use. Except for your use as authorized above or without our prior written permission, you

- I.7.1.1.1 may not modify, reproduce, or distribute the Content, design or layout of the Sites, or individual sections of the Content, design, or layout of the Sites, without ICF's or its licensors' express prior written consent.
- I.7.1.1.2 may not license, distribute, create derivative works from, transfer, sell or re-sell any information, Content, or services obtained from the Sites.
- I.7.1.1.3 may not use, copy, distribute graphics, photographs or other visual elements obtained through the Sites separately from the accompanying text without our or the original owner's prior express written consent.
- I.7.1.1.4 may not use, copy, store, reproduce, transmit, distribute, display, modify, alter, license, sublicense, or commercially exploit the Sites or any Content, information, data or materials provided through the Sites.
- I.7.1.1.5 may not "mirror" any Content contained in this Site or any other server.
- I.7.1.1.6 may only view and use a single copy of the Content obtained from this Site for your personal, non-commercial use.
- I.7.1.1.7 may only use and access the Sites solely for your personal, non-commercial use.
- I.7.1.1.8 may not or attempt to deface, shut down, or otherwise damage the Sites.
- I.7.1.1.9 may not use, copy, store, reproduce, transmit, distribute, display, modify, alter, license, sublicense, or commercially exploit the Sites or any contents, information, data or materials provided through the Sites in any manner not expressly permitted by this Agreement or the Sites.
- I.7.1.1.10 may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Sites, or directly or indirectly permit any third party to use or copy the Sites.
- I.7.1.1.11 must adhere to ICF's linking policy as follows: (i) the appearance, position, and other aspects of the link may not be such as to damage or dilute the goodwill associated with ICF's names and trademarks; (ii) the appearance, position, and other attributes of the link may not create the false appearance that you or your organization or entity is sponsored by, affiliated with, endorsed by, or otherwise associated with ICF, (iii) when selected by a user, the link must display the Sites on full-screen and not within a "frame" on the linking website, and (iv) ICF reserves the right to revoke its consent to the link at any time and in its sole discretion. Use or misrepresentation of any of ICF and or its licensors' logos, designs, images, photographs, slogans, trademarks or service marks in conjunction with the external links is not permitted. You may not integrate or make use of all or part of the Sites in ways that would confuse or mislead visitors as to the nature and origin of this Site's content.

- I.7.1.1.12 may not: (i) use any “deep link”, “page scrape”, “robot”, “spider”, or other automatic device, program, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Sites or in any way reproduce or circumvent the navigational structure or presentation of the Sites to obtain or attempt to obtain any materials, documents, or information through any means not purposefully made available through the Sites; (ii) attempt to gain unauthorized access to any portion or feature the Sites, including without limitation, the account of any other authorized user or any other systems or networks connected to the Sites or to any server used by ICF or to any of the services offered on or through the Sites, by hacking, password “mining” or any other illegitimate or prohibited means; (iii) probe, scan, or test the vulnerability of the Sites or any network connected to the Sites, or breach the security or authentication measures on the Sites or any network connected to the Sites; (iv) reverse look-up, trace, or seek to trace any information on any other authorized user of or visitor to the Sites; (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Sites or systems or networks of ICF or networks connected to the Sites, (vi) use any device, software, or routine to interfere with the proper working of the Sites or any transaction conducted on the Sites, or with any other person’s use of the Sites; (viii) use the Sites to harvest or collect e-mail addresses or other contact information; (ix) market, co-brand, private label, separately distribute, resell or otherwise permit third parties to access and use the Sites without ICF and or its licensors’ express, separate and prior written permission; (x) create an intact reproduction of a page or pages of the Sites into another website; or (xi) use the Sites in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact ICF and or its licensors.
- I.7.1.1.13 may not post or transmit through the Sites any material, which contains advertising or any solicitation with respect to products or services.
- I.7.1.1.14 may not reverse engineer, decompile, disassemble, modify or create works derivative of the Sites or any materials accessed through the Sites.
- I.7.1.1.15 may not remove any proprietary notices (e.g., copyright and trademark notices) or labels from the Sites or on any materials accessed through the Sites.
- I.7.1.1.16 may not engage in conduct on or in connection with the Sites that is illegal, misleading, infringing, defamatory, obscene, offensive, or otherwise objectionable. You will not cause damage, embarrassment, or adverse publicity to ICF or its licensors.

7.2 Compliance with Applicable Law.

You are solely responsible for ensuring your use of the Sites is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations.

7.3 You will cooperate with all reasonable requests of ICF and will notify ICF promptly upon learning of any actual or suspected breach of these terms and conditions by you or unauthorized use or abuse of this website.

8. Third-Party Website Links

ICF, in its sole discretion, or other end users through the use of the Sites may provide links to other sites on the Internet for your convenience in locating related information, programs, and services. ICF has not necessarily reviewed such websites, and they are maintained by third parties, over which ICF exercises no control. ICF is not responsible for the availability of these outside resources or their contents. Use of these sites is at your own risk. ICF makes no warranties or representations of any kind as to the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. ICF expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or quality of the services provided by, available through, or advertised on these sites and ICF disclaims all liability with regard to your access to and use of such linked sites. Moreover, these links do not imply an endorsement by ICF with respect to such sites or any related i) third party, information, or material; ii) identified candidate for political office; and iii) products or services provided by any third party. ICF has no obligation to monitor, control, or restrict the use of the Sites, or third-party websites accessible via links on the Sites. The inclusion of such a link does not imply endorsement of any site by ICF or any association with its operators. ICF has no obligation to verify any content submitted by you or to provide any registration or other information to you concerning any content.

9. Site Registration, Passwords, Administration, Security, Monitoring, and Enforcement

ICF may or may not at times require you to have a password and provide registration details to access the Sites or portions of our Site. If ICF does require a password and registration details, it shall be a condition of use of the Sites that all the details you provide are correct, current, and complete. If ICF believes that the details are not correct, current, or complete, ICF will have the right to refuse you access to the Sites, or any of its resources, and to terminate or suspend your account, if any. You are responsible for maintaining the confidentiality of any password(s) you are given to access the Sites, and you are fully responsible for all activities that occur under your password(s). You agree to notify ICF immediately of any unauthorized use of your password(s). ICF reserves the absolute right not to issue a password to any person or entity.

Registration by you, or such assignment of you, as an authorized user for access to certain areas of the Sites may require both a username and a password (“Authorized User Credentials”). You may also have to provide certain registration information, all of which must be accurate and updated. You agree not to share or give your Authorized User Credentials to anyone else. You are responsible for maintaining the confidentiality of your password. You agree to notify ICF immediately if you suspect any unauthorized use of your Authorized User Credentials. You are solely responsible for any and all uses

of your Authorized User Credentials.

You agree not to use another person's Authorized User Credentials or select Authorized User Credentials: (i) with the intent to impersonate another person; (ii) subject to the rights of another person without authorization; (iii) in violation of the intellectual property rights of another person; or (iv) that ICF, in its sole discretion, deems inappropriate or offensive or discriminates on the basis of race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. You acknowledge and agree that you shall have no ownership or other property interest in your account and/or user name, and you further acknowledge and agree that all rights in and to your user name and account are and shall forever be owned by and inure to the benefit of ICF. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate suspension or termination of your Authorized User Credentials. ICF will not be liable for any loss or damage arising from your failure to comply with these obligations. ICF reserves the right to delete or change Authorized User Credentials (with notice) at any time and for any reason.

ICF cannot guarantee the confidentiality of any communication or material transmitted to/from the Sites over the Internet or other global communication network and ICF is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained, or for the consequences of any reliance on such information. You must make your own determination as to these issues.

ICF may obtain access to, block, disclose, and review electronic transmissions and communications made through the Sites at any time. Actual or attempted unauthorized use of the Sites may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986. ICF also reserves the right to view, monitor, and document activity on the Sites without notice or permission from you. Any information obtained by monitoring, reviewing, or documenting is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Sites. ICF also will comply with all court orders involving requests for such information. In addition to the foregoing, ICF reserves the right at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to the Sites, or any portion of functionality, for any reason.

ICF has the right, but not the obligation, to monitor the Content of the Sites (including any social or chat forum or tools, services or functions that enable the sharing, display or performance of any material), to determine compliance with these Terms of Service and any operating rules established by ICF and to satisfy any law, regulation, or authorized government request. ICF has the right and sole discretion to edit, refuse to post or remove any material submitted to or posted on or within the Sites, including, without limitation, the right to remove any material that ICF, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

10. Representations and Warranties

You represent and warrant that: i) you own any material posted by you on or through the Sites or otherwise have the right to grant the license set forth in this Agreement and ii)



the posting of any material you submit on or through the Sites does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person.

11. Disclaimer

11.1 Warranty.

YOU EXPRESSLY AGREE THAT USE OF OUR SITES AND THE CONTENT IS AT YOUR SOLE RISK AND YOU ASSUME ALL RISK. OUR SITES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ICF AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO OUR SITES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ICF MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY CONTENT, ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH OUR SITES. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. BY USE OF OUR SITES, YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, REPORT, OR INFORMATION SHALL BE AT YOUR SOLE RISK. ICF MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE USE OF OUR SITES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF OUR SITES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN OUR SITES WILL BE CORRECTED. YOU SPECIFICALLY ACKNOWLEDGE THAT ICF IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL CODE. ICF RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE WEBSITE, AND TO MAKE OTHER CHANGES TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

11.2 Site Purpose Disclaimer.

Our Sites, the Content, the material, or any other information contained herein is provided free of charge and primarily for informational and educational purposes only, and could include technical inaccuracies or typographical errors. Information on the Sites is provided with the understanding that ICF is not rendering professional advice or recommendations. You should not rely on any information on the Sites to replace consultations with qualified professionals to meet your individual or organizational needs. The information provided does not create a business or professional services relationship between you and ICF.

11.3 Geolocation Disclaimer.

Unless otherwise expressly stated, ICF operates its Sites from its offices in the United States. ICF makes no representation that the Content, materials, or the Sites are available or appropriate for use in other locations. Our Sites may be viewed internationally and may contain references to other ICF services and programs that are not in your country. These references may not imply that ICF intends to announce or provide such policies, programs, or services in your country. Please consult your local ICF site or business contact for information regarding the services and programs that may be available to you. If you choose to access the Sites from locations outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws to the extent permitted by law. You may not use the Sites or export the materials or Contents in violation of United States export laws and regulations.

12. Limitation of Liability

IN NO EVENT WILL ICF OR ITS SUPPLIERS/LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER BASED IN CONTRACT, FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), WHICH INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF, OR INABILITY TO USE, OUR SITES, OR ANY ERRORS OR OMISSIONS IN THE CONTENT THEREOF, EVEN IF ICF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT, YOUR COMPUTER EQUIPMENT.

13. Indemnity

You agree to indemnify, defend and hold ICF harmless from any and all losses, expenses, liabilities, claims, or demands, costs, including reasonable attorneys' fees, due to or arising out of your use of the Sites and/or breach of this Agreement.

14. Notice for Claims of Copyright Infringement

ICF is committed to complying with copyright and related laws, and requires all users of the Sites to comply with these laws. Accordingly, you may not store any material or content or use or disseminate any material or content through the Sites in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by copyright law. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is our policy to terminate use privileges of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to us by the copyright owner or the copyright owner's legal agent.

Owners of copyrighted works or such agents, which believe that Content posted on the Sites infringes a copyright under copyright law should [Contact Us](#) with a written notice pursuant to the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. § 512(c)) setting

forth information as follows: i) an electronic or physical signature of the person authorized to act on behalf of the copyright owner; ii) a description of the allegedly infringing copyrighted work; iii) the URL or a specific description of the location on the Sites containing the allegedly infringing copyrighted work; iv) your address, telephone number, and email address; v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Upon our receipt of a proper notice of claimed infringement under the DMCA, we, where warranted, will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue. Please note, however, that attachments cannot be accepted at the email address for security reasons. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed and we advise that you send written notice with attachments to us through postal mail.

15. Forward-Looking Statements

Except for historical information and discussions, some of the information on the Sites and the related documents may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 or other applicable laws. Any such forward-looking statements speak only as of the date made. These statements may involve a number of risks, uncertainties, and other factors that could cause actual results to differ materially, as discussed in ICF's filings with the U.S. Securities and Exchange Commission. We undertake no obligation to update any forward-looking statements to reflect events or circumstances arising after the date on which they are made. We refer you to our annual report on Form 10-K and quarterly reports on Form 10-Q on file with the U.S. Securities and Exchange Commission (SEC). These documents identify important factors that could cause the actual results to differ materially from those contained in our forward-looking statements.

16. Miscellaneous

If any provision of this Agreement is held to be invalid or unenforceable pursuant to judicial decree, such provision shall be struck and the remaining provisions shall remain valid and enforceable according to its terms. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

ICF's failure to act with respect to any failure by you or others to comply with these Terms of Use does not waive ICF's right to act with respect to subsequent or similar failures. Any cause of action or claim you may have with respect to this Agreement or the Sites must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

We reserve the right to seek all remedies available at law and in equity for violations of



this Agreement, including without limitation the right to block access from a particular Internet address. Any failure by ICF to strictly enforce any provision of the Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The disclaimers and limitations of liability will survive any termination or expiration of this Agreement.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.

17. Governing Law

To the extent permissible by law, all claims arising out of this Agreement or relating to the Sites will be governed by and construed in accordance with the Commonwealth of Virginia, USA, excluding the application of its conflicts of law rules. Any legal action or proceeding arising out of this Agreement or relating to this Site shall be brought exclusively in a state or federal court in or for Arlington County, Virginia, USA, and you submit to personal jurisdiction of those courts for purposes of any action or proceeding to the extent permissible by law. You are responsible for complying with the laws of the jurisdiction from which you are accessing the Sites, and you agree that you will not access or use the information on this Site in violation of such laws.

18. Entire Agreement

This Agreement, along with the Privacy Statement, constitutes the entire understanding and agreement between ICF and you with respect to this Site and any transactions contemplated in the Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in the this Agreement.

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