Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213

1. **Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) Audit. During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.

(e) Termination. Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.

(f) Consent to Government Law / Consent to Jurisdiction. 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 this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

(j) Customer Indemnities. All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

END USER LICENSE AGREEMENT – "APPVIEWX ADC+" SOFTWARE

This LICENCE AGREEMENT is entered into as of the Effective Date set forth in Schedules 1, 2, and 3 by AppViewX Inc, a company incorporated in USA having its offices at 500 Yale Avenue North, Suite 100 Seattle, WA 98109 (hereinafter called 'AppViewX' or "Licensor" expression shall unless repugnant to the meaning or context thereof be deemed to include their successors and assigns) of the One Part and the Government customer identified in Schedule 1, 2, and 3 (hereinafter called 'THE LICENSEE which expression shall unless repugnant to the meaning or context thereof be deemed to include their successors and assigns) of the Second Part.

WITNESSETH:

WHEREAS, AppViewX Inc. has the rights to license the Software System (as hereinafter defined), and

WHEREAS, APPVIEWX wishes to license the Software System to the licensee and to install and Use (as hereinafter defined) it in the licensee's premises,

NOW, THEREFORE, the parties hereto agree from the Effective Date identified in Schedules 1, 2, and 3 as follows:

1. DEFINITIONS

The following are the definitions of various terms used in this Agreement:

1.1 'Software System' means the computer programs in object code and procedure statements in machine executable form, together with Company Standard Documentation including User manuals for use therewith, as listed in Schedule 1.

1.2 'Equipment' means that minimum dedicated computer machinery and manufacturer-supplied software identified in Schedule 1 and 2.

1.3 'Use' means the copying of any portion of the Software System into the Equipment or the processing by the Equipment of the machine instructions and procedure statements provided in the Software System or the utilization of the instructional materials supplied with the Software System for its own internal business purposes.

1.4 'Total License Fee' means the total sum specified as such in Schedule 1.

1.5 'Customization Fee' means the total sum, charges, rates and other expenses which shall be mutually agreed upon by the Licensor and Licensee as and when Customization Task is to be performed

1.6 'On-site Charges' means the charges, rates and other expenses which shall be mutually agreed upon by the Licensor and Licensee as and when Onsite Resources of Licensor are required to be deployed at Licensee's site.

1.7 'Support Location' means the premises where THE LICENSEE's management operations are conducted and where the Software System shall be installed for test support and advisory purposes.

1.8 'Production Location' means those premises at the site of activity of THE LICENSEE. Each Production Location will include a backup site associated with Production, which will enable/permit THE LICENSEE to continue its operations if the relevant Production Location is rendered not operational.

1.9 'Support Location' and 'Production Location' shall collectively hereinafter be referred to as 'Location', unless otherwise specified.

1.10 'Additional Services' shall mean and include all services rendered by the personnel of APPVIEWX, from time to time, in addition to and without prejudice to what is agreed to be given as a consequence of the license pursuant to these presents. The rendering of such additional services shall be governed by the terms and conditions as stipulated in Schedule 3 hereto in addition to the terms and conditions contained in these presents.

1.11 "Company Standard Documentation" shall mean any instructional and operation manuals and other reference documentation supplied to THE LICENSEE that relates to the Software System.

2. LICENSE TO USE THE SOFTWARE SYSTEM

2.1 APPVIEWX grants to THE LICENSEE and THE LICENSEE hereby accepts the non-exclusive, non-transferable, royalty-free and intangible right (the 'license') to Use the Software System solely on and in conjunction with the Equipment and software tools as described in Schedule (1) and (2) hereto for the processing of its own data for its own internal business purposes at the Support and Production Location during the Term of this Agreement subject to the terms and conditions herein contained.

2.2 THE LICENSEE shall not make copies of the Software System.

3. TERM

3.1 This Agreement shall be Perpetual from the Effective Date of this Agreement unless terminated earlier as provided herein subject to payment by THE LICENSEE of Total License Fee, Customization Fee and On-site Charges and any other fees/expenses invoiced by APPVIEWX.

4. DELIVERY

APPVIEWX agrees to arrange the electronic transfer of the Software System to the Location of the LICENSEE

5. PAYMENT

5.1   THE LICENSEE shall pay APPVIEWX the Total License Fee in accordance with the Payment Timetable specified in Schedule 1.

5.2   In addition to the fees and charges described in Schedule 1 hereto, THE LICENSEE shall pay all taxes, including value added tax, withholding tax, and duties (present and future) whatsoever nature with respect to this transaction, howsoever levied, and all expenses of APPVIEWX as may be applicable in the Support Location and Production Location and provide the proof of such payments to APPVIEWX.

6. WARRANTIES

6.1   APPVIEWX warrants that the Software System will operate on the Equipment and will perform in substantial conformance with the functions specified in Company Standard Documentation identified in Schedule 1 and APPVIEWX will provide replacements or corrections, upto the date of commencement of the Annual Maintenance Services, to any part of the Software System which does not so perform.

APPVIEWX shall not however provide such corrections to THE LICENSEE where APPVIEWX finds in its sole discretion that the non-performance of the Software System is caused by THE LICENSEE's unauthorized changes or adjustments to the Software System, or by incorrect Use, or by Use on Equipment not performing in accordance with the manufacturer's specification. The Annual Maintenance Services will commence on the date of the live cut-over of the first module of the Software System at Pilot site.

6.2   APPVIEWX warrants that the Software System will function properly only if it is used in conjunction with the referenced software as described in Schedule 1 and 2 hereto. Provided however if the requisite software of any third party goes out of market or is phased out by the owner thereof, APPVIEWX shall make all endeavors to develop a substitute for the same or in the alternative vary/modify its own software so that it can be used in conjunction with any other software available in the market. APPVIEWX reserves its right to charge such additional fees as may be thought fit and proper based on a mutual agreement.

6.3 The Software System is derived from and works in conjunction with third party software and no such third party warrants the Software System, assumes any liability regarding use of the Software System or undertakes to furnish any support or information relating to the Software System.

6.4 APPVIEWX disclaims any warranty, express or implied, that the Software System is secure or immune from: (i) access, intrusion, corruption, modification or manipulation by an unauthorized third party; or, (ii) disabling code or computer viruses; or, (iii) program errors resulting from any of the causes specified in (i) and (ii) above (collectively, "Prohibited Activities"). APPVIEWX shall have no liability whatsoever for such Prohibited Activities and THE LICENSEE, as the user of the Licensed Software System agrees, upon delivery thereof, to assume the entire risk and liability for Prohibited Activities.

7. MAINTENANCE SUPPORT

7.1   AppViewX shall provide standard maintenance support as per Schedule 3.

8. TRAINING

8.1   Upon advice and appropriate payment from THE LICENSEE, APPVIEWX agrees to provide to THE LICENSEE and its authorized Employees suitable technical and/or User Training.

9. INFRINGEMENTS CLAIMS BY THIRD PARTIES

9.1   APPVIEWX warrants that it has the right to license the Software System to THE LICENSEE for the Use specified in Section 2.

9.2   If any claim is made against THE LICENSEE, by a third party alleging that the Use of the Software System infringes rights belonging to that or any other third party, THE LICENSEE shall inform APPVIEWX thereof within seven days and shall not take any step in legal proceedings initiated against other than the entry of an appearance without APPVIEWX's prior written consent.

9.3   APPVIEWX at its sole discretion may assume at its own expense the responsibility for defending or compromising any such claim in the name of THE LICENSEE, or alternatively may supply a version of the Software System which performs in substantial conformance with the functions specified in APPVIEWX Standard Documentation identified in Schedule 1 without infringing such claimed rights, whichever alternative chosen by APPVIEWX shall be THE LICENSEE's sole remedy with respect to such proceedings that the third party may have against APPVIEWX for such potential or actual infringement claim.

9.4   APPVIEWX will have no liability for any claim by THE LICENSEE or another third party, which is based upon the Use of any part of the Software System in combination with materials or software not provided by APPVIEWX.

10. SURVIVAL OF LICENSE

10.1 Subject to the payment of the License Fee provided herein and so long as THE LICENSEE is not in default under this Agreement and subject to any applicable U.S. laws, the license granted by APPVIEWX to THE LICENSEE for the Software System shall be Perpetual.

11. LIMITATION OF LIABILITY OF THE PARTIES

11.1   APPVIEWX and THE LICENSEE agree that THE LICENSEE's sole remedy and APPVIEWX's sole liability to THE LICENSEE for any breach of this Agreement or any defect in the Software System, including breach of warranty, and for any other claim arising in connection with the Software System (except for APPVIEWX's responsibilities to THE LICENSEE set forth in Section 9 hereof), shall be the correction or repair of such breach or defect or the replacement of the defective or non-conforming portion of the Software System.

11.2   THE REMEDIES PROVIDED IN THIS SECTION AND IN SECTION 9 SHALL BE THE LICENSEE's SOLE AND EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THE AGREEMENT, MADE OR SUFFERED BY THE LICENSEE OR OTHER PARTY WHETHER UNDER CONTRACT OR OTHER LEGAL THEORY.

11.3   IN NO EVENT SHALL APPVIEWX OR ITS LICENSORS BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LICENSEE's USE OF THE SOFTWARE SYSTEM, THE MARKETING, DELIVERY, INSTALLATION, FURNISHING, MAINTAINING OR SUPPORTING OF THE SOFTWARE SYSTEM BY APPVIEWX, OR THE PERFORMANCE OF THE SOFTWARE SYSTEM, WHETHER OR NOT APPVIEWX OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. TITLE AND INTELLECTUAL PROPERTY RIGHTS

12.1   Nothing herein shall convey title or any proprietary rights in or over the Software System to THE LICENSEE and THE LICENSEE's sole right in relation to the Software System are set forth in Section 1.3 and 2 to this Agreement.

12.2   Nothing herein contained shall be construed as granting THE LICENSEE a right or license in any of APPVIEWX's or its affiliate's trademarks, service marks and trade names.

12.3   THE LICENSEE shall not remove, obscure or alter any copyright notices of APPVIEWX or of its affiliated companies appearing in or imbedded in the Software System, modified version of Software System or related or accompanying documentation.

12.4   INTELLECTUAL PROPERTY RIGHTS: Further to the above mentioned, any artwork, Deliverables, drawings, manuals, reports, specifications, schematics, designs, prototypes, products, software code, source and object code, files, tapes, disks, related user documentation, memoranda, studies, plans, exhibits, or any other data, information or materials prepared/developed by APPVIEWX, THE LICENSEE, their affiliates either independently or jointly in the connection with this License Agreement, or by way of

Customizations to the Software System shall be the exclusive property of APPVIEWX and APPVIEWX shall exclusively own all right, title and interest to such items, including but not limited to all copy rights, trade secrets, business methods and patents.

13. NON-DISCLOSURE

13.1   Each party shall treat as confidential and keep secret all information relating to the business of the other and will not disclose to any third party any information learned during the negotiation or term of this Agreement. The provisions of this paragraph shall survive termination of this Agreement provided that they shall not apply to any information, which is in or enters the public domain.

13.2   THE LICENSEE shall not disclose the Software System or related Documentation to other persons, or permit other persons to have access to the Software System or related Documentation. THE LICENSEE shall use the same degree of care it uses to protect THE LICENSEE's own proprietary information to maintain the confidentiality of the Software System.

Specifically THE LICENSEE covenants that it:

(a)   will Use the Software System at the Support Location and Production Location in an area to which access is appropriately limited and will affect security measures to safeguard the Software System from theft or from access by persons other than its own authorized employees or agents who Use the Software System as herein provided.

(b)   will not, and will instruct its employees and agents not to and will not allow or cause to allow any third party to copy, reverse engineer or otherwise exploit any component of the Software System other than as herein provided, nor make any disclosures with reference thereto to any Third Party.

(d)   shall ensure that all copies of any part of the Software System made in accordance with the provisions of this Agreement contain a permanently legible reproduction of APPVIEWX's copyright notice.

(e)   shall permit APPVIEWX's authorised representatives at all reasonable times to take copies of the Software System or any modification thereof in Use at the Location for the purpose of determining that the provisions of this Agreement are being faithfully performed and THE LICENSEE hereby irrevocably grants authority to APPVIEWX and its employees and agents to enter such premises for such inspections.

(f)   shall ensure that all persons to whom the Software System or any part thereof is disclosed are made aware prior to disclosure that the same is confidential and that they owe a duty of confidence to APPVIEWX.

(g)   shall promptly notify APPVIEWX if it becomes aware of any breach of confidence and give APPVIEWX all reasonable assistance in connection with the same.

14. TERMINATION

14.1   On the expiration or termination (for whatever cause) of this Agreement, APPVIEWX shall be entitled to recover possession from THE LICENSEE of all copies of the Software System (however amended) supplied to or provided by THE LICENSEE and/or in existence at the time of expiration or termination or require THE LICENSEE to destroy the same and certify on oath that it has done so.

14.2 THE LICENSEE may terminate this Agreement after full payment of the Total License Fee with 30 days prior written notice to APPVIEWX of THE LICENSEE's intent to terminate. However such termination

shall not entitle THE LICENSEE to a refund of any part of the Total License Fee nor shall such termination prevent APPVIEWX from recovering any balance outstanding.

14.3 If THE LICENSEE fails to observe or perform any of its obligations hereunder and fails to remedy any such breach within 30 days of notice thereof from APPVIEWX or if THE LICENSEE shall become insolvent then APPVIEWX may give a written notice declaring that this Agreement is terminated at such future date as it may designate.

14.4 Exercise of the right of termination afforded to either party shall not prejudice legal rights or remedies either party may have against the other with respect to any breach of the terms of this Agreement.

15. FORCE MAJEURE

If the whole or any part of the performance by APPVIEWX or any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of such party, including delays of third parties in transportation, strikes, labour troubles, electrical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of such party, then to the extent such party shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, then such party shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

16. NON-ASSIGNMENT

THE LICENSEE shall not assign, license or otherwise transfer the license or this Agreement nor any right granted or to be granted hereunder by APPVIEWX without the prior written consent of APPVIEWX.

17. ENTIRE AGREEMENT

This instrument and the terms and conditions of GSA Multiple Award Schedule 70 Contract GS-35F-0119Y constitutes the entire Agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

18. VARIATION

No variation of this Agreement shall be binding on either party unless such variation is incorporated in a revised Schedule to this Agreement and signed by the duly authorized representatives of both parties.

19. CAPTIONS

The captions used herein are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of this Agreement.

20. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, all other provisions will nevertheless continue in full force and effect.

21. WAIVER

The failure of either of the parties to insist upon strict performance of any of the provisions of this Agreement shall not be construed as the waiver of any subsequent default of a similar nature.

22. GOVERNING LAW :

The governing law of this Agreement shall be Federal law.

23. NOTICES

Any notice required to be given hereunder shall be given by sending the same by registered mail, postage prepaid, return receipt requested and by telex or facsimile, to the addresses as first set out above, or to any subsequent address designated by either party for the purpose of receiving notices pursuant to this Agreement, and any notice so sent shall be deemed to have been given ten (10) business days after the same was mailed.

24. CONSTRUCTION

This Agreement does not limit or restrain the right of APPVIEWX to execute Agreements for the licensing of the Software System or any components thereof with other Licensees/end-users.