

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) 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 EULA 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 EULA are inconsistent with the Federal Law (*See FAR 12.212(a)*), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's 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 GSA contracts as set forth in GSA ORDER 4800.2G ADM, 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 GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which 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 Agreement: (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 Agreement. 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 Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement 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 will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA 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 (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA 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 Manufacturer EULA 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 Manufacturer EULA 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 FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (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 EULA, 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 EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (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 EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA 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.

ATTACHMENT VII
END USER LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT (rev 10/08)

This Software License Agreement (this "*Agreement*") is entered into and made effective as of _____, 20__ (the "*Effective Date*"), by and between Language Weaver, Inc., a California corporation with its principal place of business at 6060 Center Drive, Los Angeles, CA, 90045 ("*Licensor*"), and _____, a _____ corporation with its principal place of business at _____ ("*Licensee*").

1. DEFINITIONS.

1.1 "*Documentation*" means the manuals and other documentation provided by Licensor to Licensee for use with the Software.

1.2 "*Improvements*" means any enhancement, improvement or customization of the Software, including any increase in the accuracy, functionality or scope of use of the Software as a result of the training, use or operation of the Software.

1.3 "*Intellectual Property Rights*" means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.4 "*Licensed Configuration*" means the Licensed Configuration specified in Schedule A.

1.5 "*Software*" means the software products specified in Schedule A, in object code form, and related Documentation, including any Updates and Upgrades provided by Licensor to Licensee under this Agreement, and including any Improvements.

1.6 "*Support Services*" means the support services provided by Licensor under Section 3 hereunder.

2. LICENSE.

2.1 *Software License.* Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable license: (a) to use the Software in the Licensed Configuration, subject to the restrictions set forth in Schedule A, and only for Licensee's internal use; and (b) to copy the Software as reasonably necessary to exercise the license rights granted in subsection (a), including making a reasonable number of copies for internal archival purposes so long as no more than one such copy is used at any time. All copies of the Software made pursuant to subsection (b) shall be true and complete copies, and shall include all copyright, trademark and other proprietary notices as are contained on or in the original.

2.2 *License Restrictions.* Except as may be expressly authorized in this Agreement or in Schedule A, Licensee shall not: (a) copy or modify the Software, in whole or in part; (b) transfer, sublicense or otherwise distribute the Software to any third party; (c) lease, lend or rent the Software, use the Software to provide service bureau, time sharing, application services provider, hosting, language translation or other computer services to third parties, or otherwise make the functionality of the Software available to third parties with or without consideration; or (d) disassemble, decompile or reverse engineer

the Software nor permit any third party to do so, except to the extent such restrictions are prohibited by law. Use of the HTML output produced by the HTML conversion tool used in Licensor's Statistical Machine Translation Software, and use of the HTML conversion tool itself, is restricted to Licensor's Statistical Machine Translation Software and neither may be accessed by any software program other than Licensor's Statistical Machine Translation Software.

2.3 **Limited Rights.** Licensee's rights in the Software will be limited to those expressly granted in this Agreement and in Schedule A. Licensor reserves all rights and licenses in and to the Software not expressly granted to Licensee under this Agreement.

2.4 **Government Rights.** If this Software is acquired by or on behalf of the United States government, any use, duplication or disclosure of the Software is subject to restrictions set forth in FAR 52.227-19 and DFAR 227.7200--227.7202-4, as applicable. The Software is "commercial computer software" and is licensed with only "Restricted Rights."

2.5 **Ownership.** Licensee expressly acknowledges that, as between Licensor and Licensee, Licensor owns all worldwide right, title and interest in and to the Software and all Improvements, including all worldwide Intellectual Property Rights therein. Licensee will not delete or in any manner alter the copyright, trademark and other proprietary rights notices appearing on the Software as delivered to Licensee. Licensee will reproduce such notices on all copies it makes of the Software.

2.6 **Suggestions and Improvements.** Licensor shall have a royalty-free, worldwide, perpetual license to (a) use or incorporate into the Software any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or its employees or agents relating to the operation of the Software, and (b) use and retain any data (other than personally-identifiable data) provided by Licensee or its employees or agents for the sole purpose of creating Improvements.

3. SUPPORT SERVICES.

3.1 **Technical Support.** Subject to Licensee's payment of the applicable Support Services fee, Licensor will provide Licensee with on-line and telephone technical support for the Software during Licensor's normal business hours. Licensor reserves the right to change its technical support practices from time to time, but will not reduce the level of Support Services for which fees have been paid.

3.2 **Updates and Upgrades.** Subject to Licensee's payment of the applicable Support Services fee, Licensee shall be entitled to receive any and all error corrections, patches, fixes or updates to the specific version of the Software initially licensed by Licensee ("**Updates**") that Licensor creates and makes publicly available to any other third party. In addition, subject to Licensee's payment of the applicable Support Services fee, Licensee shall be entitled to receive any new version upgrade to the Software in a whole number version change (an "**Upgrade**") to the specific version of the Software initially licensed by Licensee.

4. PAYMENT.

4.1 **Fees.** Licensee will pay Licensor the total fees for all Software licenses and Support Services specified in Licensor's invoice. All such fees will be due and payable within thirty (30) days after the date of Licensor's invoice therefor.

4.2 **Interest.** Except for any amounts disputed in good faith, all past due amounts will incur interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less. Licensee will reimburse Licensor for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.3 **Payment Terms and Taxes.** Licensee will pay all amounts due under this Agreement in U.S. currency. All fees payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. Licensee will be responsible for, and will promptly pay, all taxes and duties of any kind

(including but not limited to sales, use and withholding taxes) associated with this Agreement or Licensee's receipt or use of the Software and Support Services, except for taxes based on Licensor's net income.

5. WARRANTY.

5.1 **Limited Warranty.** Licensor warrants that, for a period of thirty (30) days after the shipment date of the specific version of the Software initially licensed by Licensee, the Software will be capable of performing in all material respects in accordance with the functional specifications set forth in the applicable Documentation.

5.2 **Sole Remedy.** As Licensee's sole and exclusive remedy and Licensor's entire liability for any breach of the warranty set forth in Section 5.1, Licensor will, at its option: (a) promptly correct any Software that fails to meet this warranty; (b) provide Licensee with a reasonable procedure to circumvent the nonconformity; or (c) refund the license fees paid by Licensee for the non-conforming Software upon Licensee's return of such Software to Licensor.

5.3 **Disclaimer.** Licensor does not warrant that the Software will meet Licensee's requirements, that the operation of the Software will be error-free or uninterrupted or that all Software errors will be corrected. EXCEPT AS PROVIDED IN SECTION 5.1, THE SOFTWARE AND SUPPORT SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND LICENSOR MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SOFTWARE AND SUPPORT SERVICES. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. No advice or information, whether oral or written, obtained from Licensor or elsewhere will create any warranty not expressly stated in this Agreement.

6. INDEMNIFICATION.

6.1 **Infringement Indemnity.** Subject to Licensee's compliance with the terms and conditions of this Agreement, Licensor will, at its option, defend or settle any action brought against Licensee to the extent that it is based upon a claim that the Software, as provided by Licensor to Licensee under this Agreement and used within the scope of this Agreement, infringes any United States patent or any copyright or misappropriates any trade secret, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Licensee, provided that Licensee: (a) promptly notifies Licensor in writing of the claim; (b) grants Licensor sole control of the defense and settlement of the claim; and (c) provides Licensor, at Licensor's expense, with all assistance, information and authority reasonably required for the defense or settlement of the claim.

6.2 **Injunctions.** If Licensee's use of any of the Software hereunder is, or in Licensor's opinion is likely to be, enjoined due to the type of claim specified in Section 6.1 above, Licensor may, at its sole option and expense: (a) procure for Licensee the right to continue using such Software under the terms and conditions of this Agreement; (b) replace or modify such Software so that it is non-infringing and substantially equivalent in function to the enjoined Software; or (c) if options (a) and (b) above cannot be accomplished despite Licensor's reasonable efforts, then Licensor may terminate Licensee's rights and Licensor's obligations hereunder with respect to such Software and refund to Licensee the unamortized portion of the license fees paid for such Software, based upon a straight-line three (3) year depreciation commencing as of the date of receipt by Licensee of such Software.

6.3 **Exclusions.** Notwithstanding the terms of Section 6.1, Licensor will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (a) modifications to the Software made by a party other than Licensor or Licensor's authorized representative; (b) the combination, operation or use of the Software with equipment, devices, software or data not supplied by Licensor, if a

claim would not have occurred but for such combination, operation or use; (c) Licensee's failure to use Update or Upgrade provided by Licensor to avoid a claim; or (d) Licensee's use of the Software other than in accordance with this Agreement or the Documentation.

6.4 **Sole Remedy.** THE PROVISIONS OF THIS SECTION 6 SET FORTH LICENSOR'S SOLE AND EXCLUSIVE OBLIGATIONS, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

7. CONFIDENTIALITY.

7.1 "**Confidential Information**" means: (a) the Software; (b) any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents and equipment) that is either marked "confidential" or "proprietary" or would reasonably be assumed to be confidential based on its content or the context surrounding its disclosure; and (c) the specific terms and pricing set forth in this Agreement.

7.2 **Exclusions.** Confidential Information does not include information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

7.3 **Disclosure Restrictions.** Each party will not disclose such Confidential Information to any third party except to those of its employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to its legal or financial advisors. In addition, each party may disclose the terms and conditions of this Agreement: (a) as required under applicable securities regulations; and (b) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

7.4 **Marketing Assistance.** The parties will issue a joint announcement, announcing the relationship between the parties. During the term of this Agreement, Licensee agrees that Licensor shall have the right, with Licensee's approval, to display and copy Licensee's logo on Licensor's corporate and marketing materials and on Licensor's web site to recognize the relationship between the parties.

8. LIMITATION OF LIABILITY.

8.1 **Total Liability.** LICENSOR'S TOTAL CUMULATIVE LIABILITY TO LICENSEE FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE LICENSE FEES PAID TO LICENSOR BY LICENSEE HEREUNDER.

8.2 **Exclusion of Damages.** IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SUPPORT SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. TERM AND TERMINATION.

9.1 **Term.** This Agreement will begin on the Effective Date and will remain in effect for the term specified in Schedule A unless terminated earlier in accordance with the terms of this Agreement.

9.2 **Termination for Breach.** Each party will have the right to terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

9.3 **Effect of Termination.** Upon expiration or termination of this Agreement, Licensee shall discontinue all use of the Software, uninstall and delete any electronic copies of the Software, and shall promptly return to Licensor the Software and all copies and portions thereof, and provide Licensor with an officer's written certification, certifying to Licensee's compliance with the foregoing.

9.4 **Survival.** The rights and obligations of the parties contained in Sections 2.5, 2.6, 4, 5.3, 6, 7, 8, 9.3, 9.4 and 10 will survive the expiration or termination of this Agreement or of any individual Software license granted hereunder.

10. GENERAL.

10.1 **Assignment.** Licensee will have no right to assign this Agreement, in whole or in part, by operation of law or otherwise, without Licensor's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

10.2 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflicts of law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Central District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

10.3 **Nonexclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

10.4 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

10.5 **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

10.6 **Notices.** All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be

specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.

10.7 **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, acts of God or governmental action.

10.8 **Relationship of Parties.** The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

10.9 **Export Control.** Licensee agrees to comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Software, nor any direct product thereof are exported or re-exported in violation of such laws, or used for any purposes prohibited by such laws.

10.10 **Entire Agreement.** This Agreement, including any schedules hereto, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties. Any terms and conditions contained in any purchase order that are inconsistent with or in addition to the terms and conditions of this Agreement will be deemed stricken from such purchase order, unless expressly agreed to in writing by Licensor.

10.11 **Counterparts.** This Agreement may

be executed in counterparts, including by facsimile, each of which will be deemed an original, and all of which together will constitute one and the same instrument