

END USER LICENSE AGREEMENT

HAVRION LLC, A FLORIDA LIMITED LIABILITY COMPANY (“LICENSOR”) PROVIDES THE HAVRION PROTECT SUITE – ALERT/MOBILE (THE “SOFTWARE”) TO YOU (“LICENSEE”) SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS END USER LICENSE AGREEMENT (THIS “AGREEMENT”) AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH SUCH TERMS AND CONDITIONS. BY CLICKING THE “ACCEPT” BUTTON OR COMPLYING WITH ANY OTHER MEANS FOR ACCEPTANCE PROVIDED BY LICENSOR. LICENSEE HEREBY (A) ACCEPTS THIS AGREEMENT AND AGREES THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (B) REPRESENTS AND WARRANTS THAT LICENSEE HAS THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND LICENSEE TO ITS TERMS AND CONDITIONS.

IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE AND DOCUMENTATION TO LICENSEE AND LICENSEE MUST NOT DOWNLOAD AND/OR INSTALL, AS APPLICABLE, THE SOFTWARE OR DOCUMENTATION.

THE ORIGINAL DATE ON WHICH LICENSEE FIRST CLICKS THE “ACCEPT” BUTTON OR COMPLIES WITH ANY OTHER MEANS FOR ACCEPTANCE OR DEEMED ACCEPTANCE PROVIDED BY LICENSOR IS REFERRED TO HEREIN AS THE “EFFECTIVE DATE.” LICENSOR AND LICENSEE MAY BE REFERRED TO HEREIN COLLECTIVELY AS THE “PARTIES” AND INDIVIDUALLY AS A “PARTY.”

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR LICENSEE’S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE OR DOCUMENTATION THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR’S SOFTWARE OR DOCUMENTATION.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms when used in this Agreement shall have the meanings indicated below:

1.1 “Affiliate” of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, the first-

mentioned Person. For purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or by contract or otherwise, and the terms “controlling” and “controlled by” have meanings correlative to the foregoing.

1.2 “Customer” means Licensor’s customer (i.e. school, business, government or other entity) to whom Licensor is providing technology solutions and with whom Licensee is directly dealing.

1.3 “Documentation” means Licensor’s user manuals, handbooks and installation guides relating to the Software that Licensor provides or makes available to Licensee, in any form or medium, which describe the functionality, components, features or requirements of the Software, including, without limitation, any aspect of the installation, configuration, integration, operation or use of the Software.

1.4 “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.5 “Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

1.6 “Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including, without limitation, any updated Documentation, that Licensor may provide to Licensee from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.

1.7 “New Version” means any new version of the Software that Licensor may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Licensor’s designation of a new version number), and which Licensor may make available to Licensee at an additional cost under a separate written license agreement.

1.8 “Open Source Components” means any software component that is subject to any open source license agreement, including, without limitation, any software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, MIT License, BSD licenses, or any other license that is approved by the Open Source Initiative.

1.9 “Permitted Use” means use of the Software by Licensee for the benefit of the Customer in the ordinary course of its internal business operations.

1.10 “Person” means any individual, partnership, firm, corporation, limited liability company, joint-stock company, trust or other entity.

1.11 “Software” means the executable, object code version of Havrion Protect Suite – Alert/Mobile and Maintenance Releases thereof provided to Licensee pursuant to this Agreement and any license of any New Versions thereof purchased by the Customer.

1.12 “Subscription Term” means the agreed upon time period for the subscription of the Software, which, with respect to each Software, shall be set forth in the applicable order form filled out and submitted by or on behalf of the Customer, and accepted by the applicable vendor of the Software (whether Licensor or its distributor or reseller), for the Customer’s purchase of the license for the Software.

1.13 “Third-Party Materials” means materials and information, in any form or medium, that are not proprietary to Licensor, including, without limitation, any third-party: (a) documents, data, content or specifications; (b) Open Source Components or other software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

ARTICLE 2

LICENSE

2.1 License Grant. Subject to and conditioned upon Licensee’s strict compliance with all the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable limited license during the Term to use the Software and Documentation solely for the Permitted Use.

2.2 Scope of Licensed Documentation. Licensee may download or otherwise make one (1) copy of the Documentation per copy of the Software permitted to be downloaded and installed in accordance with this Agreement and use such Documentation, solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee: (a) will be the exclusive property of Licensor; (b) will be subject to the terms and conditions of this Agreement; and (c) must include all trademark, copyright, patent and other Intellectual Property Rights notices contained in the original.

2.3 Open Source Licenses. The Software includes Open Source Components that are licensed pursuant to permissive licenses, such as the MIT License at <https://opensource.org/licenses/MIT> and the Apache License at <https://www.apache.org/licenses/LICENSE-2.0> (each, an “Open Source License”). Any use of the Open Source Components by Licensee is governed by, and subject to, the terms and conditions of the applicable Open Source License.

2.4 Security Measures. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Licensee acknowledges and agrees that: (a) Licensor may use these and other lawful measures to verify Licensee’s compliance with the terms of this Agreement and enforce Licensor’s rights, including, without limitation, all Intellectual

Property Rights, in and to the Software; (b) Licensor may deny any Person access to and/or use of the Software if Licensor, in its sole discretion, believes that such Person's use of the Software would violate any provision of this Agreement, regardless of whether Licensee has been designated as an authorized user by the Customer; and (c) Licensor and its employees, agents and other representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including, without limitation, information about Licensee's computers, devices, systems and software, that Licensor may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with Licensor's privacy policy with respect to the Software, as amended from time to time, which can be viewed at www.havrion.com/terms-and-conditions.

ARTICLE 3

RESTRICTIONS; RESPONSIBILITY FOR USE

3.1 License Restrictions. Subject to Section 2.3 with respect to Open Source Components, Licensee shall not, and shall not permit any other Person to:

(a) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any third party;

(c) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

(d) bypass or breach any security device or protection used for or contained in the Software or Documentation;

(e) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;

(f) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or any other right of any Person, or that violates any applicable Law;

(g) use the Software for purposes of (i) benchmarking or competitive analysis of the Software, (ii) developing, using or providing a competing software product or service or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;

(h) use (i) the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement or (ii) any Open Source Components in any manner or for any purpose or application not expressly permitted by the controlling Open Source License; or

(i) except as this Agreement expressly permits, copy the Software, in whole or in part.

3.2 Responsibility for Use of Software. Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, whether such access is directly or indirectly provided by Licensee. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by any Person to whom Licensee may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

ARTICLE 4

MAINTENANCE RELEASES

4.1 Maintenance Releases. Subject to Section 4.2, during the Term, Licensor will provide Licensee with all Maintenance Releases (including, without limitation, updated Documentation) that Licensor may, in its sole discretion, make generally available to its licensees. All Maintenance Releases provided by Licensor to Licensee are deemed Software. Licensee will install all Maintenance Releases as soon as commercially practicable after receipt. Licensee does not have any right hereunder to receive any New Versions of the Software that Licensor may, in its sole discretion, release from time to time, unless the Customer has purchased a license to such New Version subject to a separate license agreement, provided that Licensee is in compliance with the terms and conditions of this Agreement.

4.2 Exceptions. Licensor has no obligation to provide Maintenance Releases: (a) for any but the most current version or release of the Software; (b) for any copy of the Software for which all previously issued Maintenance Releases have not been installed; (c) if Licensee is in breach under this Agreement; or (d) for any Software that has been modified other than by Licensor, or that is being used with any hardware, software, configuration or operating system not specified in the Documentation.

ARTICLE 5

INTELLECTUAL PROPERTY RIGHTS

5.1 Intellectual Property Ownership. Licensee acknowledges and agrees that:

(a) the Software and Documentation are licensed, not sold, to Licensee by Licensor and Licensee does not have under or in connection with this Agreement any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) subject to the limited license granted to Licensee under this Agreement, and except for the Open Source Components under Open Source Licenses, Licensor is the sole and exclusive owner of all right, title and interest in and to the Software and Documentation, including, without limitation, all Intellectual Property Rights relating thereto; and

(c) Licensee hereby unconditionally and irrevocably assigns to Licensor or Licensor's designee, its entire right, title and interest in and to any Intellectual Property Rights that Licensee may now have or hereafter acquire in or relating to the Software or Documentation (including, without limitation, any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

5.2 License Cooperation and Notice of Infringement. Licensee shall, during the Term:

(a) safeguard the Software and Documentation (including, without limitation, all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at Licensor's expense, take all such steps as Licensor may reasonably request to assist Licensor in maintaining the validity, enforceability and Licensor's ownership of the Intellectual Property Rights in the Software and Documentation;

(c) promptly notify Licensor in writing if Licensee becomes aware of (i) any actual or suspected infringement, misappropriation or other violation of Licensor's Intellectual Property Rights in or relating to the Software or Documentation or (ii) any claim that the Software or Documentation, including, without limitation, any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist Licensor in all reasonable ways in the conduct of any investigation or action by Licensor to prevent or abate any actual or threatened infringement, misappropriation or violation of Licensor's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

5.3 No Implied Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title or interest in or to any of the Software or Documentation.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) it has the full right, power and authority to enter into and perform its obligations under this Agreement and, if applicable, to grant the rights, licenses and authorizations it grants and is required to grant under this Agreement; and

(b) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

6.2 Disclaimer of Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.1, ALL LICENSED SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY LICENSOR ARE PROVIDED “AS IS.” LICENSOR DOES NOT MAKE ANY, AND SPECIFICALLY DISCLAIMS ALL, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE’S OR ANY OTHER PERSONS’ REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS OR OTHER SERVICES, INCLUDING, WITHOUT LIMITATION, SECURITY ALARM DEVICES AND SYSTEMS, FIRE ALARM DEVICES AND SYSTEMS, AND GUNSHOT DETECTION DEVICES AND SYSTEMS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

ARTICLE 7

INDEMNIFICATION

7.1 Indemnification by Licensor.

(a) Subject to Article 8, Licensor shall indemnify, defend and hold harmless Licensee from and against any damages, claims, suits, actions, causes of action, demands, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements and court costs) (collectively, “Losses”) resulting from, arising out of or otherwise relating to any allegation by a third party that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement and without any modification thereof, infringes or misappropriates such third party’s United States Intellectual Property Rights.

(b) Notwithstanding anything to the contrary in this Agreement, Section 7.1(a) shall not apply to the extent that the alleged infringement or misappropriation arises from:

- (i) Open Source Components or other Third Party Materials;
- (ii) combination, operation or use of the Software in or with, any technology (including, without limitation, any software, hardware, firmware, device, system or network, including, without limitation, security alarm devices and systems, fire alarm devices and systems, and gunshot detection devices and systems) or any service not provided by Licensor;

(iii) modification of the Software other than (A) by Licensor in strict accordance with this Agreement or (B) with Licensor's express written authorization and in strict accordance with Licensor's written directions and specifications;

(iv) use of any version of the Software other than the most current version or failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Licensee;

(v) use of the Software after Licensor's notice to Licensee of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;

(vi) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Licensee;

(vii) use of the Software or Documentation by or on behalf of Licensee that is outside the purpose, scope or manner of use authorized by this Agreement or in any manner contrary to Licensor's instructions;

(viii) events or circumstances outside of Licensor's commercially reasonable control (including, without limitation, any bugs, defects, malfunctions or other events or circumstances in connection with any third-party hardware, software, firmware, device, network or system, including, without limitation, security alarm devices and systems, fire alarm devices and systems, and gunshot detection devices and systems, or any breaches or malfunctions of Licensor's hardware, software, firmware, device, network or system); or

(ix) third-party Losses for which Licensee is obligated to indemnify a Licensor Indemnitee (as hereinafter defined) pursuant to Section 7.2.

7.2 Indemnification by Licensee. Subject to Article 8, Licensee shall indemnify, defend and hold harmless Licensor and its Affiliates and each of their respective officers, directors, managers, members, employees, agents, representatives, successors and assigns (each, a "Licensor Indemnitee") from and against any and all Losses resulting from, arising out of or otherwise relating to: (a) any material breach or violation by Licensee of any representation, warranty, covenant or agreement made by Licensee in this Agreement; (b) any allegation by a third party that any Intellectual Property Rights or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any (i) combination, operation or use of the Software by or on behalf of Licensee with any hardware, software, firmware, device, network or system, including, without limitation, security alarm devices and systems, fire alarm devices and systems, and gunshot detection devices and systems, or service or other matter whatsoever, that is not provided by Licensor or (ii) information, materials or technology directly or indirectly provided by Licensee or directed by Licensee to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation; (c) any allegation by a third party relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including, without limitation, recklessness or willful misconduct) by or on behalf of Licensee with respect to the Software or Documentation or otherwise in connection with this Agreement; or (d) any allegation by a third party relating to the use of the Software or Documentation by or on behalf of

Licensee that is outside the purpose, scope or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Licensor's instructions.

7.3 Mitigation. If the Software, or any part of the Software, is, or in Licensor's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Licensee's use of the Software is enjoined or threatened to be enjoined, Licensor may, in its sole discretion:

(a) obtain the right for Licensee to continue to use the Software in substantially the same manner as contemplated by this Agreement; and/or

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under this Agreement; or

(c) if, after Licensor's exercise of commercially reasonable efforts, none of the remedies set forth in the above Section 7.3(a) or Section 7.3(b) is reasonably available to Licensor, Licensor may, in its sole discretion and without any liability therefor, terminate this Agreement in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Licensee, in which event Licensee shall cease all use of the Software and Documentation immediately on receipt of Licensor's notice.

7.4 Sole Remedy. **THIS ARTICLE 7 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

ARTICLE 8

LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DAMAGES FOR HARM TO BUSINESS, LOST SAVINGS OR LOST REVENUES, RESULTING FROM, ARISING OUT OF OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, THE DOCUMENTATION OR THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY (INCLUDING, WITHOUT LIMITATION, TORT, NEGLIGENCE AND STRICT LIABILITY), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, LICENSOR SHALL NOT BE LIABLE IN ANY RESPECT FOR ANY LOSSES (AS SUCH TERM IS DEFINED IN SECTION 7.1) RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO (A) ANY PERSONAL INJURY, DEATH OR PROPERTY

DAMAGE OF ANY NATURE WHATSOEVER OR (B) ANY COMBINATION, OPERATION OR USE OF ANY TECHNOLOGY, SOFTWARE, HARDWARE, FIRMWARE, DEVICE, SYSTEM OR NETWORK NOT PROVIDED BY LICENSOR, INCLUDING, WITHOUT LIMITATION, SECURITY ALARM DEVICES AND SYSTEMS, FIRE ALARM DEVICES AND SYSTEMS, AND GUNSHOT DETECTION DEVICES AND SYSTEMS.

8.2 Limitation of Liability. THE AGGREGATE LIABILITY OF LICENSOR TO LICENSEE FOR ANY CLAIM RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE SOFTWARE, THE DOCUMENTATION OR THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ANY LICENSE FEES PAID BY THE CUSTOMER IN CONNECTION WITH THIS AGREEMENT FOR THE SOFTWARE AND DOCUMENTATION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

ARTICLE 9

TERM AND TERMINATION

9.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for the duration of the Subscription Term (the “Term”), unless terminated sooner in accordance with this Agreement.

9.2 Termination. In addition to any other termination rights set forth in this Agreement, this Agreement shall terminate as follows:

(a) Termination for Cause. Subject to Sections 7.3(c) and 10.7, Licensor may terminate this Agreement as of the date specified in a notice of termination to the Customer if Licensee materially breaches its obligations under this Agreement and, if curable, does not cure such breach within thirty (30) days after the Customer receives a written notice of such breach from Licensor.

(b) Termination Relating to the Customer. If the agreement by and between Licensor and the Customer with respect to or otherwise in connection with the Software is terminated, then this Agreement shall, automatically and without any further action of the Parties, thereupon terminate.

9.3 Effect of Termination or Expiration. On the termination or expiration of this Agreement, all rights, licenses and authorizations granted to Licensee hereunder will immediately terminate and Licensee will immediately cease all use of and other activities with respect to the Software and Documentation.

9.4 Survival. The provisions set forth in Articles 1, 5, 7, 8 and 10 and Sections 6.2, 9.3 and 9.4, and any other right, obligation or provision of this Agreement that, by its nature, should survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

ARTICLE 10

MISCELLANEOUS

10.1 Further Assurances. The Parties shall deliver any and all other instruments or documents required to be delivered pursuant to, or reasonably necessary or proper in order to give effect to, all of the terms and provisions of this Agreement.

10.2 Notices. All consents, requests, notices and other communications hereunder must be in writing and in the English language and will be deemed given only when hand-delivered, sent by certified or registered United States mail (return receipt requested, postage pre-paid) or sent by internationally recognized overnight delivery service for next day delivery, in each case, to the Party to whom the consent, request, notice or other communication is directed at such Party's address indicated in the order form filled out and submitted by or on behalf of the Customer, and accepted by the applicable vendor of the Software (whether Licensor or its distributor or reseller), for the Customer's purchase of the license for the Software. For the avoidance of doubt, where this Agreement states that notice will be given "promptly" after an event occurs, the notifying Party will give such notice within five (5) business days. Such consents, requests, notices and other communications hereunder shall be deemed given when actually received, or in the case of certified or registered United States mail (return receipt requested, postage pre-paid), five (5) days after deposit in the United States mail, or in the case of internationally recognized overnight delivery service for next day delivery, the next day.

10.3 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Licensor's prior written consent. No assignment, delegation or transfer shall relieve Licensee of any of its obligations or performance under this Agreement. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

10.4 Force Majeure. In no event will Licensor be liable or responsible to Licensee, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control (a "Force Majeure Event"), including, without limitation, acts of God, flood, fire, pandemic, epidemic, virus, bacteria, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including, without limitation, imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. In the event of a Force Majeure Event affecting Licensor's performance under this Agreement, Licensee may suspend its performance hereunder until such time as Licensor resumes its performance. Licensor may terminate this Agreement by written notice to Licensee if a Force Majeure Event affecting Licensor's performance hereunder continues substantially uninterrupted for a period of sixty (60) days or more.

10.5 Export Regulation. The Software may be subject to United States export control laws, including, without limitation, the United States Export Control Reform Act and its associated regulations. Licensee will not directly or indirectly export, re-export, or release the Software to, or make the Software accessible from, any country, jurisdiction or Person to which export, re-export or release is prohibited by applicable Law. Licensee will comply with all applicable Laws and complete all required undertakings (including, without limitation, obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing or otherwise making the Software available outside the United States.

10.6 United States Government Rights. Each of the Documentation and the software components that constitute the Software is a “commercial item” as such term is defined under 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Accordingly, if the Customer is an agency of the United States Government or any contractor therefor, then Licensee only receives those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other United States Government licensees and their contractors.

10.7 Headings. The headings in this Agreement are for convenience of reference only. They are not to affect the interpretation of this Agreement.

10.8 Amendment. This Agreement may change from time to time. If Licensor decides to change this Agreement, then Licensor will post any changes it makes or a new Agreement on this page with a notice that this Agreement has been updated and notify Licensee with an in-Software alert the first time Licensee uses the Software after Licensor makes the change. Any changes to this Agreement will become effective when Licensor posts the revised Agreement. Licensee is responsible for periodically visiting the Software and this Agreement to check for any changes. Licensee’s clicking of the “accept” button, compliance with any other means for acceptance or deemed acceptance provided by Licensor or use of the Software following these changes is deemed to be acceptance of those changes and means that Licensee accepts the revised Agreement.

10.9 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, then that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties and to be valid and enforceable in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to Persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

10.10 Third Party Beneficiaries. Except as set forth in Section 7.2, no third party will be deemed to be an intended or unintended third party beneficiary of this Agreement.

10.11 Waivers. The failure of either Party to enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver to any extent of that Party’s right to assert or rely upon any provision of this

Agreement or right in that or any other instance. A delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver of such right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed (not in electronic form) by the Party waiving rights.

10.12 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, both written and oral, among the Parties with respect to such subject matter.

10.13 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of that state relating to conflicts of laws. Any suit, action or proceeding arising out of or related to this Agreement or the license granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in Broward County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

10.14 Waiver of Jury Trial. EACH PARTY AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

10.15 Immediate Injunctive Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections 2.4 and 3.1 and Article 8 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including, without limitation, a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

10.16 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.