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READ THIS EULA CAREFULLY, IN ITS ENTIRETY, BEFORE INSTALLING, DOWNLOADING OR USING THE SOFTWARE OR THE ASSOCIATED PRODUCT.

THIS EULA REQUIRES THE USE OF MEDIATION AND ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS IN COURT. SEE SECTION 18(b) (GOVERNING LAW AND DISPUTE RESOLUTION), BELOW.

BY CLICKING THE ACCEPT BUTTON TO ACCEPT THIS EULA, ACCEPTING TERMS OF SALE BETWEEN YOU (DEFINED BELOW) AND AN AUTHORISED RESELLER (DEFINED BELOW) THAT INCORPORATES THIS EULA, OR INSTALLING, DOWNLOADING OR USING THE SOFTWARE OR THE ASSOCIATED PRODUCT OR AUTHORIZING OTHERS TO DO SO, YOU, ON BEHALF OF YOURSELF AND THE ENTITY FOR WHICH YOU ARE INSTALLING, DOWNLOADING OR USING THE SOFTWARE OR THE PRODUCT (HEREINAFTER REFERRED TO INTERCHANGEABLY AS “YOU” OR THE “END USER”), (a) ACCEPT THIS EULA; (b) AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (c) REPRESENT AND WARRANT THAT: (I) IF YOU ARE AN INDIVIDUAL, YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING EULA; AND (II) IF YOU ARE ACCEPTING THIS EULA ON BEHALF OF AN END USER THAT IS A COMPANY, CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF SUCH END USER AND BIND THE END USER TO ITS TERMS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU AND YOU MUST NOT DOWNLOAD OR INSTALL THE SOFTWARE OR THE DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA, NO LICENCE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THIS EULA, AND THIS EULA EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORISED COPY OF LICENSOR'S SOFTWARE.

1. **Certain Definitions.** In addition to the terms defined in other provisions of this EULA, the following terms shall have the meanings set forth below unless the context requires otherwise:

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Authorised Reseller" means a reseller or distributor of Global Scanning products that has been authorised by Global Scanning.

"Authorised Users" means End User's employees and persons performing services for End User.

"Documentation" means user manuals, technical manuals and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software; provided that Documentation does not include marketing materials.

"Hardware" means the standard hardware products manufactured, distributed or sold by Global Scanning that End User has purchased from an Authorised Reseller or a retailer.

"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.

"**Person**" means an individual, company, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organisation, trust, association, or other entity or organisation.

"**Product**" means any combinations of Hardware, Software and Documentation.

"**Representatives**" means, with respect to a Person, that Person's employees, officers, directors, members, managers, consultants, agents, independent contractors, service providers and other representatives.

"**Software**" means the computer programs, firmware and other software in object code form that End User orders or Global Scanning (whether directly or through an Authorised Reseller) delivers under this EULA, whether as a stand-alone product or pre-installed on Hardware.

"**Third Party**" means any Person other than End User or Licensor.

2. Licence Grant and Scope. Subject to and conditioned upon End User's strict compliance with all terms and conditions set forth in this EULA, Licensor hereby grants to End User that has purchased the Product from Global Scanning or an Authorised Reseller or a retailer for internal use and not for resale, remarketing, or distribution, a non-exclusive, non-transferable, non-sub-licensable, limited licence during the Term (defined below) to use, solely by and through its Authorised Users, the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 3 or elsewhere in this EULA. This licence grants End User the right, exercisable solely by and through End User's Authorised Users, to:

(a) if the Software is provided to End User by compact disk (CD):

(i) install, use and run one copy of the Software in accordance with the Documentation on one computer (with a single input termination) that is under End User's control for use by no more than one (1) Authorised User at a time;

(ii) transfer the Software from one computer to another and use and run the Software in accordance with the Documentation, provided (A) the computer to which

the Software is transferred is under End User's control and (B) the Software is used by no more than one (1) Authorised User at a time; and

(iii) make a reasonable number of copies of the Software and Documentation solely for disaster recovery or archival purposes. Any copy of the Software made by End User: (A) will remain the exclusive property of Licensor; (B) be subject to the terms and conditions of this EULA; and (c) must include all copyright or other Intellectual Property Rights notices contained in the original;

(b) if the Software is available to End User via the internet:

(i) download, install, use and run the Software in accordance with the Documentation on multiple computers; provided (A) the computers to which the Software is installed are under End User's control and (B) the Software is used by one Authorised User at a time to connect to a single Product; or

(ii) download, install, use and run the Software in accordance with the Documentation on one networked computer and configure it to collect all scans in a shared access folder for the purposes of distributing files from a single Product to multiple computers accessing such network; provided (A) the network is controlled by End User; (B) all computers accessing such network are controlled by End User; and (C) all such computers are used solely by Authorised Users; and

(iii) make a reasonable number of copies of the Software and Documentation solely for disaster recovery or archival purposes. Any copy of the Software made by End User: (A) will remain the exclusive property of Licensor; (B) be subject to the terms and conditions of this EULA; and (c) must include all copyright or other Intellectual Property Rights notices contained in the original;

(c) if the Software is pre-installed on the Hardware, use and run the Software in accordance with the Documentation; provided (i) the Product is under the control of End User and (ii) the Product is used by an Authorised User.

3. User Restrictions. End User shall not, and shall require its Authorised Users not to, directly or indirectly:

(a) use the Software or Documentation other than in strict accordance with the licence granted under Section 2;

(b) except as may be permitted by Section 2 and strictly in compliance with its terms, provide any other Person, including any subcontractor, independent contractor, Affiliate, or service provider of End User, with access to or use of the Software or Documentation;

(c) copy the Software, in whole or in part (except as provided in Section 2(a)(iii) and Section 2(b)(iii));

(d) rent, lease, sub-license, loan, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any Person other than End User or Licensor, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(e) modify, adapt, merge, translate, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;

(f) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof, except to the extent that pursuant to Article 6 of Directive 2009/24/EC of 23 April 2009 such acts may not lawfully be prohibited;

(g) use the Software or Documentation in violation of any law, regulation, or rule;

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

(i) 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;

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

(k) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to Licensor's commercial disadvantage, except to the extent that pursuant to Article 6 of Directive 2009/24/EC of 23 April 2009 such acts may not lawfully be prohibited;

(l) use any Open-Source Components (defined below) in any manner or for any purpose or application not expressly permitted by the controlling Open-Source Licence (defined below); or

(m) use the Software in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage.

4. Open-Source Licences. The Software includes Open-Source Components (defined below) licensed under one or more open-source licences (each, an "Open-Source Licence"). Any use of the Open-Source Components by End User shall be governed by, and subject to, the terms and conditions of the Open-Source Licence(s). On written request to Licensor, and if required by the applicable Open-Source Licence(s), Licensor shall provide End User with a copy of the source code for such Open-Source Components in accordance with the terms of the Open-Source Licence(s). "Open-Source Components" means any software component that is subject to any open-source copyright licence agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or licence agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

5. Responsibility for Use of Software. End User is responsible and liable for all uses of the Software and Documentation through access thereto provided by End User, directly or indirectly. Specifically, and without limiting the generality of the foregoing, End User is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorised Users or by any other Person to whom End User or an Authorised User 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 EULA.

6. Compliance Measures. The Software may contain technological copy protection or other security features designed to prevent unauthorised use of the Software, including features to protect against any use of the Software that is prohibited under Section 3. End User shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features. End User shall immediately remedy such noncompliance and provide Licensor with written notice thereof. End User shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such noncompliance.

7. Security Measures. The Software may contain technological measures designed to prevent unauthorised or illegal use of the Software. End User acknowledges and agrees that: (a) Licensor may use these and other lawful measures to verify End User's compliance with the terms of this EULA and enforce Licensor's

rights, including all Intellectual Property Rights, in and to the Software; (b) Licensor may deny any individual access to and/or use of the if Licensor, in its sole discretion, believes that individual's use of the Software would violate any provision of this EULA, regardless of whether End User designated that individual as an Authorised User; and (c) Licensor may collect, maintain, process and use diagnostic, technical, usage and related information, including information about End User's computers, systems and software, that Licensor may gather periodically to improve the performance of the Software or develop Maintenance Releases (defined below). This information will be treated in accordance with Licensor's privacy policy, as amended from time to time.

8. Maintenance. During the Term, Licensor will provide End User with all Maintenance Releases (including updated Documentation) that Licensor may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, on being provided by Licensor to End User hereunder, are deemed Software subject to all applicable terms and conditions in this EULA. End User will install all Maintenance Releases as soon as practicable after receipt. End User 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.

"Maintenance Release" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Licensor may provide to End User 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. "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 End User at an additional cost under a separate written agreement.

9. Collection and Use of Information. Licensor may, directly or indirectly through the services of others, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, by means of (i) providing maintenance and support services and (ii) security measures included in the Software as described in Section 7. End User agrees that Licensor may use such information for any purpose related to any use of the Software by you, including but not limited to: (i) improving the performance of the Software or developing updates; and (ii) verifying compliance with the terms of this EULA and enforcing Licensor's rights, including all Intellectual Property Rights in and to the Software. This information will be treated in accordance with Licensor's privacy policy, as amended from time to time.

10. Intellectual Property Rights.

(a) Intellectual Property Ownership. End User acknowledges and agrees that:

(i) the Software and Documentation are licensed, not sold, to End User by Licensor and End User does not and will not have or acquire under or in connection with this EULA any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(ii) Licensor is and will remain the sole and exclusive owner of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the rights of third parties in Open-Source Components and the limited licence granted to End User under this EULA; and

(iii) End User 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 End User may now or hereafter have in or relating to the Software or Documentation (including 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.

(b) End User Cooperation and Notice of Infringement. End User shall, during the Term:

(i) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorised access;

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

(iii) promptly notify Licensor in writing if End User becomes aware of:

(A) *any actual or suspected infringement, misappropriation or other violation of Licensor's Intellectual Property Rights in or relating to the Software or Documentation; or*

(B) *any claim that the Software or Documentation, including 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

(C) fully cooperate with and assist Licensor in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "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, including having End User's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

(c) No Implied Rights. Except for the limited rights and licences expressly granted under this EULA, nothing in this EULA grants, by implication, waiver, estoppel or otherwise, to End User or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

11. Confidentiality. End User will take precautions to maintain the confidentiality of the Software in accordance with all applicable industry standards and practices.

12. Term and Termination.

(a) This EULA and the licence granted hereunder shall remain in effect until terminated as set forth herein (the "Term").

(b) End User may terminate this EULA by ceasing to use and destroying all copies of the Software and Documentation.

(c) Licensor may terminate this EULA, effective upon written notice to End User, if End User breaches this EULA or the contract of sale in respect of any Product between an Authorised Reseller and End User and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for 15 days after Licensor provides written notice thereof.

(d) Licensor may terminate this EULA, effective immediately, if End User (i) suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due, or (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or insolvency or (iii), pursuant to any other insolvency law, makes or seeks to make a general assignment or arrangement with or for the benefit of its creditors or (iv) applies for, or consents to, the appointment of a liquidator, trustee, receiver, administrator, administrative receiver, custodian or similar or equivalent under any jurisdiction for all or a substantial part of its property.

(e) Upon expiration or earlier termination of this EULA, the licence granted hereunder shall also terminate, and End User shall cease using and shall destroy all copies of the Software and Documentation.

13. Disclaimer of Warranties. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET END USER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

14. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO END USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS EULA, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) THE LIMITATIONS SET FORTH IN SECTION 14(a) SHALL APPLY EVEN IF END USER'S REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.

(c) Notwithstanding anything to the contrary in this EULA, nothing in this EULA shall exclude or limit the liability of any Person (i) in negligence for death or personal injury, (ii) for fraudulent misrepresentation or other fraud or (iii) otherwise in so far as such liability cannot lawfully be excluded or limited. All terms of this EULA that have as their object or effect the exclusion or limitation of liability shall be read subject to this Section 14(c).

15. Indemnification.

(a) End User shall indemnify, defend and hold harmless Licensor and its Affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and assigns (each, including Licensor, a "Licensor Indemnatee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees ("Losses") incurred by or imposed upon Licensor to the extent that such Losses arise out of or relate:

(i) to any allegation that any Intellectual Property Right or other right of any Person, or any law, is or will be infringed, misappropriated or otherwise violated by any:

(A) use or combination of the Software by or on behalf of End User or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by Licensor nor authorised by Licensor in this EULA and the Documentation; and

(B) information, materials or technology or other matter whatsoever directly or indirectly provided by End User or directed by End User to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(ii) to facts that, if true, would constitute a breach by End User of any representation, warranty, covenant or obligation under this EULA;

(iii) to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or wilful misconduct) by or on behalf of End User or any of its Representatives with respect to the Software or Documentation or otherwise in connection with this EULA; or

(iv) to use of the Software or Documentation by or on behalf of End User or any of its Representatives that is outside the purpose, scope or manner of use authorised by this EULA or the Documentation, or in any manner contrary to Licensor's instructions.

(b) Indemnification Procedure. If a Licensor Indemnitee receives notice of the commencement of any Action by a Third Party for which such Licensor Indemnitee believes it is entitled to be indemnified pursuant to Section 15(a), such Licensor Indemnitee shall promptly notify End User of such Action. Licensor will at End User's request and sole cost and expense provide reasonable cooperation to End User in relation to defence to the Action. End User shall immediately take control of the defence and investigation of such Action and shall employ counsel reasonably acceptable to Licensor to handle and defend the same, at End User's sole cost and expense. A Licensor Indemnitee's failure to perform any obligations under this Section 15(b) will not relieve End User of its obligations under this Section 15(b) except to the extent that End User can demonstrate that it has been materially prejudiced as a result of such failure. Notwithstanding anything to the contrary herein, Licensor may (i) assume the defence at End User's cost and expense with counsel of Licensor's own choosing or (ii) participate in and observe the proceedings at End User's cost and expense with counsel of Licensor's own choosing. End User shall not settle any Action on any terms or in a manner that adversely affects the rights of Licensor without Licensor's prior written consent. Such consent may be given, conditioned or withheld in Licensor's sole discretion.

16. Export Regulation. The Software and Documentation may be subject to export control laws of one or more countries or jurisdictions. End User shall not, directly or indirectly, export, re-export or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. End User shall comply with all applicable laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software or Documentation available outside an applicable country or jurisdiction.

17. US Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if End User is the US Government or any contractor thereof, End User shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under licence, 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 US Government licensees and their contractors.

18. Miscellaneous.

(a) Survival. The provisions set forth in the following sections, and any other right, obligation or provision under this EULA that, by its nature, should survive termination or expiration of this EULA, will survive any expiration or termination of this EULA: this Section 12.5, Section 1 (Definitions), Section 7 (Security Measures), Section 9 (Collection

and Use of Information), Section 10 (Intellectual Property Rights), Section 11 (Confidentiality), Section 13 (Disclaimer of Warranties), Section 14 (Limitation of Liability), Section 15 (Indemnification), Section 16 (Export Regulation), Section (b) (Governing Law and Dispute Resolution), Section 18(c) (Equitable Remedies) and Section 18(g) (Third Party Beneficiaries).

(b) Governing Law and Dispute Resolution.

(i) This EULA is governed by and construed in accordance with the substantive laws of England and Wales, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the substantive laws of any jurisdiction other than those of England and Wales.

(ii) In the event of any dispute, controversy or claim arising out of or relating thus EULA, the parties shall first seek settlement of that dispute by mediation in accordance with the London Court of International Arbitration (“LCIA”) Mediation Rules, which Rules are deemed to be incorporated by reference into this section. If the dispute is not settled by mediation within ninety (90) days of the commencement of the mediation, or such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this section. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this section, (a) the number of arbitrators shall be one (1); and (b) the seat, or legal place, of arbitration shall be London, England. Notwithstanding anything to the contrary in the foregoing, Licensor shall be entitled to bring claims for injunctive or other equitable relief against you before any court having competent jurisdiction.

(c) Equitable Remedies. End User acknowledges and agrees that End User’s breach or threatened breach of this EULA will cause irreparable harm to Licensor or a Licensor Indemnitee (as applicable) for which money damage will be inadequate, and that Licensor or a Licensor Indemnitee (as applicable) shall be entitled to injunctive or other equitable remedies, without waiving any other remedy available in law or equity, in the event of such breach or threatened breach.

(d) Force Majeure. Licensor will not be responsible or liable to End User, or deemed in default or breach hereunder, by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labour disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or End User equipment, loss and destruction of property or any other circumstances or causes beyond Licensor’s reasonable control.

(e) Entire Agreement. This EULA constitutes the sole and entire agreement between End User and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) Assignment. End User shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this EULA, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving End User (regardless of whether End User is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this EULA for which Licensor's prior written consent is required. No delegation or other transfer will relieve End User of any of its obligations or performance under this EULA. Any purported assignment, delegation or transfer in violation of this Section 18(f) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this EULA without End User's consent. This EULA is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) Third Party Beneficiaries. Except for Section 15 (Indemnification), Section 18(b) (Governing Law and Dispute Resolution) and Section 18(c) (Equitable Remedies), with respect to which Licensor Indemnitees are intended to be third party beneficiaries, this EULA is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this EULA.

(h) Amendments. This EULA may be amended, modified or supplemented at any time by Licensor in Licensor's sole discretion.

(i) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this EULA, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this EULA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(j) Severability. If any term or provision of this EULA is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not

affect any other term or provision of this EULA or invalidate or render unenforceable such term or provision in any other jurisdiction.

(k) Construction. For purposes of this EULA, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this EULA as a whole. Unless the context otherwise requires, references herein: (y) to Sections refer to the Sections of this EULA; and (z) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof. This EULA shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this EULA are for reference only and do not affect the interpretation of this EULA.

[END OF SOFTWARE END USER LICENCE AGREEMENT]