

**END USER LICENSE AGREEMENT  
FOR  
HARRIS BEON SOFTWARE APPLICATION**

**IMPORTANT - READ CAREFULLY:**

THIS HARRIS END-USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A GOVERNMENTAL OR CORPORATE ENTITY HEREINAFTER REFERRED TO AS "BUYER") AND HARRIS CORPORATION ("SELLER") FOR THE HARRIS SOFTWARE PRODUCTS IDENTIFIED BELOW (THE "LICENSED PROGRAMS"). BY DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE LICENSED PROGRAMS OR BY CLICKING THE "ACCEPT" BUTTON AND AGREEING TO THESE TERMS AND CONDITIONS, YOU AS AN INDIVIDUAL AND, AS APPLICABLE, ON BEHALF OF THE BUYER ENTITY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE DATE OF YOUR FIRST INSTALLATION, COPYING OR USE OF THE LICENSED PROGRAMS OR THE DATE OF THE "ACCEPT" CLICK THROUGH. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT CLICK THE "ACCEPT" BUTTON AND YOU ARE NOT AUTHORIZED TO DOWNLOAD, INSTALL OR USE THE LICENSED PROGRAMS AND YOU MUST IMMEDIATELY DELETE ANY LICENSED PROGRAMS THAT YOU MAY HAVE.

Buyer and Seller agree as follows:

**1. Definitions**

1.1 "Buyer" means:

1.1.1 If Buyer is an individual, that individual;

1.1.2 If Buyer is a government entity, all agencies, branches, departments and divisions that are legally part of that government entity; and

1.1.3 If Buyer is a corporation, the legal entity that is the named Buyer plus all other legal entities that are wholly owned by the named Buyer.

1.2 "Contract(s)" means the separate written contract(s) or agreement(s), if any, between Buyer and either Seller or another party authorized by Seller to provide the Licensed Programs to Buyer. Each Contract will include the required execution of this End User License Agreement by the Buyer and the Buyer users prior to the installation and use of the Licensed Programs.

1.3 "Device" means the products used by Buyer to run the Licensed Programs.

1.4 "Licensed Programs" means the object code version of the software programs including, without limitation, any scripts, interfaces, graphics, displays, text, images, artwork, drivers, photographs, animations, video, audio, music, text, applets, documentation, associated media and other components or content provided as well as any services provided by Seller with the software, if any, together with any

Modifications or Enhancements of the above items provided by Seller. This Agreement is limited to the object code programs only. No rights in or access to any source code or program listings are provided.

1.5 “Modifications and Enhancements” shall mean any updates, upgrades, patches, fixes, feature additions, modifications or enhancements of the Licensed Programs.

## **2. License Grant**

2.1 Subject to the terms and conditions contained in this Agreement and the performance by Buyer of its obligations hereunder, Seller hereby grants to Buyer, and Buyer hereby accepts from Seller, a personal, non-transferable, non-exclusive, limited license to use the Licensed Programs in accordance with any documentation that accompanies the Licensed Programs.

2.2 Any Modifications and Enhancements of the Licensed Programs that Seller chooses to make available to Buyer shall be subject to the terms and conditions of this Agreement as well as any additional terms and conditions that may apply to the Modifications and Enhancements. This Agreement does not entitle Buyer to receive any Modifications and Enhancements and any Modifications and Enhancements may be provided by Seller at its discretion.

## **3. Buyer Obligations**

3.1 Buyer hereby accepts the Licensed Programs “AS IS” and shall determine the applicability of the Licensed Programs for Buyer’s desired use on Buyer’s Devices. Except as expressly set forth in the Contract, all installation, training and maintenance is the sole responsibility of Buyer.

3.2 Nothing in this Agreement shall be construed as giving Buyer any right to sell, assign, lease, or in any other manner transfer or encumber Seller’s ownership of the Licensed Programs.

3.3 Buyer shall not duplicate the Licensed Programs, or any portion thereof, except Buyer may make archival copies of the Licensed Programs in accordance with Buyer’s documented standard computer software back-up procedures. The media containing such authorized copies shall have prominently placed thereon, without change or alteration, the same copyright notices and proprietary legends and markings that are on the delivered Licensed Programs media.

3.4 The techniques, algorithms, and processes contained in the Licensed Product constitute trade secrets of Seller. Buyer agrees to take all measures reasonable and necessary to protect the confidentiality of the Licensed Product and Seller' rights therein. Except as expressly provided in the Contract between Seller and Buyer, Buyer may not rent, lease, network, display, or distribute the Licensed Programs to any third party without Seller’s prior written consent. Furthermore, Buyer may not reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Licensed Programs or create any derivative thereof. The obligations set forth in this Subsection shall survive termination or expiration of this Agreement

3.5 The Licensed Programs are licensed as a single product and neither the individual programs comprising the Licensed Programs nor any Modifications or Enhancements may be separated for use by more than one concurrent user.

3.6 The act of copying any portion of the Licensed Programs as authorized hereunder shall not cause, or be construed as causing, any portion thereof to be considered as being in the public domain or

generally available on a nonproprietary basis. All such copies shall be treated as confidential as required for original information under Section 3.3.

3.7 To the extent applicable, Buyer must comply with all applicable privacy, consumer data and protection laws and all laws that apply to collecting, accessing, storing, processing, using, disclosing and securing user data, including any obligations to notify and obtain consents of users regarding Buyer's access to users' personal information.

3.8 In addition to any license fees and other compensation paid for the use of the Licensed Programs, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any Products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall otherwise furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities.

#### **4. Ownership**

Buyer is given possession of a copy of the Licensed Programs but Seller shall at all times retain title or full ownership interest in such Licensed Programs and all Modifications and Enhancements thereof, regardless of the form or media in or on which the original and other copies thereof may subsequently exist. All rights, title and copyrights in and to the Licensed Programs (including, but not limited, to any images, photographs, animations, video, audio, music, text, and applets incorporated into the Licensed Programs), the accompanying printed materials, and any copies of the Licensed Programs are owned by Seller and/or its licensors. Nothing contained herein shall be deemed to convey any title or ownership interest in the Licensed Programs to Buyer.

#### **5. Warranty**

5.1 Provided: (a) that connectivity and interoperability of the Buyer's Device with the cellular commercial carrier network or other third party network being used by the Buyer is fully available and fully functioning; and (b) that the Licensed Programs are used on a Device designated by Seller as acceptable for Licensed Programs' use, and (c) correct input data is supplied to Buyer's Device, Seller warrants, for a period of ninety (90) days from the download of the Licensed Programs onto the Buyer's Device, that the Licensed Programs furnished to Buyer by Seller shall be capable of successfully operating on the Buyer's Device in accordance with the logic defined in the Licensed Programs' operator manuals or other official supporting documentation designated by Seller for the Licensed Programs. If, on the basis of evidence submitted to Seller within the 90 day term of this warranty, it is shown that any Licensed Program does not meet this warranty, Seller, at its option, will either: (i) correct the defect or error in the Licensed Program free of charge and provide a corrected Licensed Program, or (ii) make available to Buyer free of charge a satisfactory substitute Licensed Program.

5.2 Seller is unable to and cannot guarantee either the extent or consistency of the wireless coverage and communications of a cellular commercial carrier's network or other third party network nor can Seller guarantee the quality of the data service provided. Given the dependency on commercial cellular and third party networks, the use of the Licensed Programs, including location information, is not intended for mission critical communications but rather for administrative and other communications.

IN PARTICULAR, SINCE THE LICENSED PROGRAMS' PERFORMANCE, FEATURES AND FUNCTIONALITY MAY BE UNAVAILABLE, IMPRECISE OR INACCURATE DEPENDING ON SYSTEM, NETWORK, CAPACITY, ENVIRONMENTAL, TERRAIN, COMPATIBILITY, INTEROPERABILITY AND OTHER CONDITIONS, SELLER AND ITS THIRD PARTY SUPPLIERS AND SUBCONTRACTORS HEREBY DISCLAIM, EXCEPT FOR THE EXPRESS WARRANTY SET

FORTH IN SECTION 5.1 ABOVE, ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, WHETHER ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NONINFRINGEMENT, WHETHER SUCH WARRANTIES OR CONDITIONS MAY BE IMPLIED BY STATUTE, CUSTOM, COURSE OF DEALING BETWEEN THE PARTIES, TRADE USAGE OR COMMON LAW. FURTHERMORE, EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 5.1 ABOVE, SELLER AND ITS THIRD PARTY SUPPLIERS AND SUBCONTRACTORS MAKE NO OTHER WARRANTY THAT THE LICENSED PROGRAMS OR THIRD PARTY CONTENT AND SERVICES PROVIDED AS PART OF THE LICENSED PROGRAMS (INCLUDING, WITHOUT LIMITATION, LOCATION DATA) WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR ERROR-FREE.

5.3 THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 5 CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE LICENSED PROGRAMS AND ANY MODIFICATIONS OR ENHANCEMENTS TO THE LICENSED PROGRAMS PROVIDED BY SELLER. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 5 CONSTITUTE THE BUYER'S EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THEY ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES.

## **6. HIGH RISK ACTIVITIES; LOCATION DATA**

6.1 THE LICENSED PROGRAMS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR ANY USE REQUIRING FAIL-SAFE, EMERGENCY OR MISSION CRITICAL PERFORMANCE IN WHICH THE FAILURE OF A LICENSED PROGRAM COULD LEAD TO DEATH, PERSONAL INJURY, PHYSICAL OR ENVIRONMENTAL DAMAGE. THIS USE RESTRICTION INCLUDES, WITHOUT LIMITATION, THE OPERATION OF AIRCRAFT AND THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF NUCLEAR FACILITIES.

6.2 ANY LOCATION DATA INCLUDED IN THE LICENSED PROGRAMS IS FOR BASIC INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE RELIED UPON IN SITUATIONS WHERE PRECISE LOCATION INFORMATION IS NEEDED OR WHERE ERRONEOUS, INACCURATE OR INCOMPLETE LOCATION DATA MAY LEAD TO DEATH, PERSONAL INJURY, PROPERTY OR ENVIRONMENTAL DAMAGE. NEITHER SELLER NOR ITS SUBCONTRACTORS AND SUPPLIERS CAN GUARANTEE THE AVAILABILITY, ACCURACY, COMPLETENESS AND RELIABILITY OF THE LOCATION DATA INCLUDED IN THE LICENSED PROGRAMS.

## **7. LIMITATION OF LIABILITY**

7.1 The total liability of Seller, including its third party subcontractors and suppliers, for all claims of any kind for any loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance

of this Agreement or from the use of the Licensed Programs shall not exceed the total amount of license fees and other amounts paid by Buyer to Seller for the purchase and use of the Licensed Programs.

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF A DEVICE OR ANY OTHER HARDWARE OR EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.

7.3 The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Agreement or any other agreement and shall survive the expiration or termination of this Agreement.

## **8. Term and Termination.**

8.1 Except as expressly set forth in a Contract providing for a shorter term and unless earlier terminated as provided herein, the term of this Agreement shall be perpetual. If a shorter term is set forth in the Contract, the term of this Agreement shall be the shorter term set forth in the Contract.

8.2 This Agreement may be terminated at any time by written mutual agreement of the parties.

8.3 Seller reserves the right, in addition to any other remedies it may retain in this Agreement or may be entitled to in law or equity, to terminate this Agreement at any time prior to the expiration of any Term in the event:

8.3.1 Buyer breaches any material term or condition or fails to perform or observe any obligations or covenants of this Agreement or the Contract and such failure and/or breach is not remedied within thirty (30) days of written notice from Seller; or

8.3.2 Buyer petitions for reorganization, readjustment or rearrangement of its business affairs under any laws or governmental regulations relating to bankruptcy or insolvency, or is adjudicated bankrupt or if a receiver is appointed for Buyer, or if Buyer makes or attempts to make an assignment for the benefit of creditors, or is unable to meet its obligations in the normal course or business as they fall due.

8.4 In the event this Agreement expires or is revoked or terminated by Seller, it is agreed that (a) such termination or revocation shall not affect any provisions of the Agreement which by their nature are inherently intended to survive expiration or termination, and (b) Buyer shall be entitled to a reasonable period of time to wind down its use of the Licensed Programs in an orderly fashion, after which Buyer shall discontinue use of the Licensed Programs. To discontinue the use of the Licensed Programs, Buyer shall un-install and remove the Licensed Programs from the Buyer's Devices and delete all copies of the Licensed Programs in Buyer's possession.

## **9. U.S. Government Contracts**

9.1 Buyer agrees that it will not use the Licensed Programs in the performance of a contract, or subcontract, with the U.S. Government in a manner so as to affect Seller's rights to Licensed Programs. If Buyer desires to use the Licensed Programs in the performance of a contract, or subcontract, with the U.S.

Government, prior to such use Buyer shall consult with Seller as to the procedures and use of restrictive markings required to protect the ownership interest of Seller.

9.2 If the Buyer is an agency or department of the U.S. Government, then the following notice applies: The Licensed Programs is Commercial Computer Software as defined in 48 CFR 227.7201 through 227.7202-4 and in 48 CFR 2.101 and 12.212, as appropriate or any equivalent regulations of other governmental agencies, and the rights of the U.S. Government to utilize the Licensed Programs are those expressly set forth in this Agreement. The U.S. Government does not receive unlimited rights to the Licensed Programs. The contractor is Harris Corporation, acting by and through its RF Communications Division, 221 Jefferson Ridge Parkway, Lynchburg, Virginia 24501.

## **10. Export Control**

10.1 The export regulations of the United States prohibit, with certain exceptions, the export from the United States or the transfer to foreign persons (non-U.S. citizens or "green card" permanent residents), whether in the U.S. or abroad, of technical data relating to certain commodities unless the exporter has obtained written authorization from the U.S. Government and received written assurance from the foreign importer that the technical data will not be further exported without permission of the exporter and the cognizant U.S. Government agency. Buyer agrees to comply fully with all relevant regulations of the United States to assure that no violation of such regulations occurs.

10.2 Buyer further acknowledges that violations of these laws and regulations include, but are not limited to, exporting or re-exporting, or otherwise supplying or providing access to the Licensed Programs, the accompanying documentation or any other materials provided by Seller, to: (a) any country against which the United States imposes trade sanctions or export controls; (b) persons on the U.S. Commerce Department's Denied Parties List or Entity List, the U.S. Treasury Department's Specially Designated Nationals List, or the U.S. State Department's List of Debarred Parties; (c) end uses related to nuclear weapons, missile technology, or chemical/biological weapons; or (d) any destination for which an export license is required.

10.3 Buyer further acknowledges that the export of the Licensed Programs, documentation and any other materials provided by Seller may be controlled by the U.S. State Department's Office of Defense Trade Controls, through the Arms Export Control Act as implemented in the International Traffic in Arms Regulations, 22 C.F.R. §§ 120-130 ("ITAR"), the U.S. Commerce Department's Bureau of Industry and Security, through the Export Administration Act as implemented in the Export Administration Regulations, 15 C.F.R. §§ 730-774 ("EAR"), and/or the U.S. Treasury Department's Office of Foreign Assets Control, and depending on which agency has jurisdiction over these items different restrictions on export, re-export, and use activities will apply. Buyer agrees that it is Buyer's responsibility to determine which of these U.S. agencies has export control jurisdiction over the Licensed Programs, documentation, and any other materials provided by Seller, and Buyer acknowledges that export jurisdiction over these items may change from time to time.

10.4 Further, Buyer agrees that any violation by Buyer of any of these laws and regulations will also constitute material breach of this Agreement, and Buyer agrees to indemnify Seller against any criminal or civil monetary sanctions, costs, losses or expenses (including but not limited to reasonable attorneys' fees and costs) resulting from Buyer's failure to comply. Buyer agrees to defend, indemnify and hold Seller, and its officers, directors, agents and employees harmless against all criminal and/or civil monetary sanctions, costs, losses or expenses (including but not limited to reasonable attorneys' fees and costs) incurred as a result of any failure on Buyer's part to comply with these laws. Buyer further agrees

to notify Buyer's Buyers of, and to use best efforts to ensure their compliance with, the restrictions imposed by these laws and regulations.

## **11. Maintenance Support**

Seller may, from time to time, issue Modifications and Enhancements to the Licensed Programs. If Seller should issue a Modification or Enhancement to the Licensed Programs, Buyer may obtain such Modification or Enhancement at the current price then charged by Seller or the price set forth in the Contract, as applicable.

## **12. Intellectual Property Indemnification**

12.1 Seller agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Buyer, based on an allegation that the Licensed Program furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Buyer shall have made all payments then due to Seller for the purchase and/or use of the Licensed Programs and if Seller is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. If, in any such suit arising from such claim, the continued use of the Licensed Programs for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its expense and option, either: (a) procure for Buyer the right to continue using the Licensed Programs, or (b) modify the Licensed Programs so that they become non-infringing, or (c) replace the Licensed Programs or portions thereof so that they become non-infringing, or (d) remove the Licensed Programs and refund the license fee paid by Buyer to purchase the Licensed Programs license (less reasonable depreciation for use). The foregoing states the entire liability of Seller for intellectual property infringement by the Licensed Programs and is subject to any limitation of total liability set forth in this Agreement.

12.2 The preceding subsection 12.1 shall not apply to the use of the Licensed Programs in conjunction with any other hardware or software not supplied by Seller to the extent that such conjoined use causes the alleged infringement. As to any portion of the Licensed Programs or use described in the preceding sentence, Seller assumes no liability whatsoever for intellectual property right infringement.

12.3 THE INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER INTELLECTUAL PROPERTY INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

## **13. Third-Party Software Licenses**

Licensed Programs contain material original to Seller and may contain material provided by third parties either under separate end-user license agreements or under Open Source licenses. Open Source Licensed Programs are provided under license from individual third party sources, identified in the Appendix attached to the end of this license agreement, if any. Each Open Source third party software license is incorporated herein verbatim from the source and the terms and conditions thereof are accepted by Buyer as a condition of use of the Licensed Programs. As used herein, Open Source means any software that is licensed under terms in any license for software which require, as a condition of use, modification and/or distribution of such software or of other software incorporated into, derived from or distributed with such software (hereinafter referred to as "Work"), any of the following: (a) the making available of source code or design information regarding the Work; (b) the granting of permission for creating derivative works regarding the Work; or (c) the granting of a royalty-free license to any party under intellectual

property rights regarding the Work. By means of example and without limitation Open Source includes the following licenses or distribution models: the GNU General Public License (GPL), the GNU Lesser or Library GPL (LGPL), or any similar open source, free software or community licenses. Under no circumstances shall the Buyer combine Licensed Programs with any Open Source Software not supplied by Seller in any way. Third party software products included in the Licensed Programs are only to be used with the Licensed Programs for Buyer's internal business purposes and are not to be used, modified or further developed for other purposes.

#### **14. Assignment/Transfer.**

This Agreement, the licenses granted hereunder and the Licensed Programs provided to Buyer under this Agreement may not be assigned, sub-licensed, or otherwise transferred by Buyer to any third party without Seller's express prior written consent. Subject to the foregoing, any assignee hereunder shall be subject to all of the terms, conditions and provisions of this Agreement. Any attempt by Buyer to assign, sub-license, or transfer the Licensed Programs, or any of the rights or duties contained in this Agreement, without Seller's prior written consent shall be void.

#### **15. Severability.**

If any term or provision of the Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this Agreement and the remainder of its provision shall otherwise remain in full force and effect.

#### **16. Waiver.**

No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.

#### **17. General**

17.1 This Agreement supersedes all prior agreements, proposals, representations, and communications between Seller and Buyer relating to the Licensed Programs. In the event of a conflict in the terms and provisions of this Agreement and the terms and provisions of a Contract, the terms and provisions of this Agreement shall govern.

17.2 The headings for each section are stated for convenience only and are not to be construed as limiting.

17.3 Under the terms of this Agreement, Buyer is a licensee of Seller. Buyer is not an employee, agent, partner, contractor or representative of Seller. The respective obligations and rights of Seller and Buyer are specifically limited by the terms of this Agreement. Buyer hereby specifically acknowledges that it does not have authority to incur any obligations or responsibilities on behalf of Seller.

17.4 Buyer acknowledges that any unauthorized use or disclosure of Licensed Programs will cause irreparable damage to Seller and that injunctive relief or other equitable remedies may be necessary to prevent or minimize such damage to Seller. Buyer agrees that it will not contest the applicability of



injunctive relief on any grounds other than no unauthorized use or disclosure of Licensed Programs has occurred. In addition, Seller shall not be required to provide a bond or other financial security to obtain injunctive relief.

17.5 Nothing in this Agreement shall limit Seller from using the Licensed Programs and/or licensing the Licensed Programs to other parties.

#### 17.6 Governing Law

17.6.1 It is expressly understood and agreed to by Seller and a Buyer located in the United States that in the event of any disagreement or controversy between the parties, the terms and conditions of this Agreement shall be governed by the laws of the state set forth in the Contract between Seller and Buyer without regard to that state's conflicts of laws principles. In the event that no such governing law state is established in the Contract between Seller and Buyer, then it is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, the terms and conditions of this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles.

17.6.2 If Buyer is located outside of the United States, then, without limiting either party's right to seek injunctive or other equitable relief in court, either party may elect (by written notice given prior to filing a complaint or, in the case of the defendant, prior to answering a complaint) to resolve a dispute by binding arbitration in the English language in London, Great Britain under the International Arbitration Rules of the International Centre for Dispute Resolution; the decision of the arbitrator will be enforceable in any court. The original of this Agreement has been written in the English language and that version will apply if there is any dispute.

17.6.3 Both Seller and Buyer agree to exclude application of the U.N. Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) to this Agreement, if either were otherwise applicable.

## APPENDIX

### Open Source Licensed Programs (See Article 13)

Third Party SW	<u>Licenses</u>	<u>License Location</u>
Android LogBack	GNU LGPL 2.1	<a href="https://github.com/twall/jna/blob/master/LGPL2.1">https://github.com/twall/jna/blob/master/LGPL2.1</a>
SLF4J	MIT license	<a href="http://slf4j.org/license.html">http://slf4j.org/license.html</a>
Google Maps	Google	<a href="https://developers.google.com/maps/licensing">https://developers.google.com/maps/licensing</a>