License Agreement

This License Agreement (this "**Agreement**") is entered into by and between Lynx Software Technologies Inc., a Delaware corporation with offices located at 855 Embedded Way, San Jose, CA 95138-1018, USA ("**Lynx**"), and the legal entity **Customer** identified in the applicable Order ("**Customer**"). Each of Lynx and Customer a "**Part**y", and together, the "**Parties**".

The effective date of this Agreement ("Effective Date") is the earlier of the date that an Authorized User: (a) formally accepts this Agreement; or (b) first uses Lynx's Software. There shall be no force or effect to any different or additional or pre-printed terms of any Customer purchase order, confirmation or similar form even if signed by the Parties before or after the Effective Date.

1. <u>Definitions</u>. Capitalized terms not otherwise defined, shall have the meaning set forth below:

"Authorized User" means an individual that is under Customer's control and authorized to use the Software.

"Build Automation Server" means the Customer's specified compute platform on which the Software is installed.

"Derivatives" means: (a) for copyrightable or copyrighted material, any translation (including translation into other computer languages), port, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret rights. Only under a Source Code license, Customer may be permitted to create Derivatives of the Software (the "**Customer Derivatives**"), solely for Customer's internal business purposes.

"Documentation" means Lynx's user manuals, handbooks, installation guides, API and programming guides, and code comments relating to the Software provided by Lynx to Customer either electronically or in hard copy form.

"License Term" means the period(s) specified in an Order during which Customer is licensed to use the Software.

"Order" means an ordering document for Customer's license to use the Software that incorporates this Agreement by reference.

"Partner" means an entity that has entered into an agreement with Lynx that allows it to market and resell products and/or services.

"Purpose" means: (a) use of the Source Code solely for Licensee's internal business purposes and not for safety certification, commercialization or distribution to third parties; and (b) to modify and create Derivatives of the Software components provided in Source Code, including to provide technical and security support, debugging and fixes for the Software licensed to Licensee, with the objective of developing and compiling new Executable Code.

"Services" means any training or professional services Lynx provides under the Order or a separately executed statement of work that defines the scope of the services engagement.

"**Software**" means the computer programs described in the applicable Order, including any Updates provided to Customer pursuant to this Agreement, if any, but not including Third Party Products.

"**Source Code**" means human-readable text written in a specific programming language. For the purpose of this Agreement this term includes the source code underlying the Software and including any Updates.

"**Support**" means the maintenance and support provided by Lynx to Customer for the Software, as more fully described in the Support Services Agreement.

"**Target Platform**" means any hardware board, platform or subsystem to which a Lynx binary Runtime system image, System Runtime Package (SRP) and/or Kernel Downloadable Image (KDI) are expected to be copied and subsequently executed.

"**Third Party Products**" means any third-party product(s) provided with or incorporated into the Software, including any software that is subject to an open source license, including, but not limited to, any open source license listed on the Open Source Initiative website http://www.opensource.org.

"**Updates**" means any updates, bug fixes, patches, or other error corrections to the Software that Lynx makes available to all licensees of the Software.

2. License.

2.1. License Grant. Subject to, and conditioned upon, Customer's payment of applicable Fees and compliance with the terms and conditions of this Agreement, Lynx hereby grants to Customer a limited, non-exclusive, non-sublicensable, and non-transferable (except in compliance with Section 10.7), without the right to distribute (except as expressly stated herein), license during the License Term to use the Software within the geographical region as specified in the Order in accordance with the terms and conditions of this Agreement and applicable Order. Customer may make one (1) back-up copy of the Software in machine-readable form solely for back-up purposes. The back-up copy shall be reproduced with all proprietary notices.

2.2. Restrictions. Customer shall not use the Software or the Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time without written approval by Lynx, directly or indirectly:

(a) incorporate the Software or Documentation into non-Lynx commercial or open-source software or projects;

(b) remove any proprietary notices from the Software or the Documentation;

(c) use the Software, Source Code or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law;

(d) distribute, transfer, disclose, or otherwise make available the Software or Source Code to any third party in any way or medium, including by posting it on any internet sites either indexed or not (such as github);

(e) deploy on a commercial platform, the binaries and/or object files which result from the Customer's normal use of the Software with or without modifications;

(f) copy the Software or the Documentation to any portable media;

(g) modify the software to remove or suppress the collection of usage metrics or license enforcement;

(h) publish any portion of the Software, source code, Documentation, comments, notes, observations, reports that reference the Software or disclose the results of any benchmark testing or comparative or competitive analyses of the Software to any third party;

(i) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy in whole or in part the Software (except for the back-up copy); or

(k) separate any Java™ technology from the runtime application or use the Java™ technology except in connection with the runtime application.

2.3 <u>Supplemental License Terms</u>. In addition to the license grant and restrictions set forth in Sections 2.1 and 2.2 above, the additional and/or modified terms set forth below shall apply with respect to the specific license type indicated ("Supplemental Terms"). The Supplemental Terms shall control in the event of an inconsistency with Sections 2.1 and/or 2.2 for the applicable license type.

(a) Under a Subscription License: Customer may not decrease its quantity of licenses during the relevant Subscription License Term.

(b) Under a Development License (perpetual and subscription) and/or Build Automation License: Customer may use the Software, during the applicable License Term and subject to the terms and conditions of this Agreement, to create a binary Runtime system image for a Target Platform. If under a perpetual license model, Customer may only use the Software on the Authorized Architecture and only in connection with the Authorized Project as specified in the applicable Order. Customer may not (i) allow access to the Software to anyone other than the Authorized User as specified in the Order; (ii) allow any individual to directly deploy to, or debug on the Target Platform from a Build Automation Server; or (iii) make copies of an SRP and/or KDI for any use other than development and testing without the purchase of a valid Production License.

(c) Under a Production License: Customer may use the Software in a runtime application which is deployed within Customer's organization, or is sold and/or distributed by Customer, provided that Customer ensures that the terms of this Agreement are referenced and flowed down in any applicable end user license agreements that govern such sale or distribution to third party end users. Customer may only make the quantity of runtime application copies of the Software as specified in the Order.

(d) Under an IR&D License: Customer may use the Software for non-commercial internal research and development, prototyping and proof of concept purposes only.

(e) Under a Source Code license: Customer may: (i) copy the Source Code to a secure storage location that is only accessible to Licensee's Authorized Users who have a legitimate need to use the Source Code for the Purpose in accordance with the terms of this Agreement on projects and/or programs permitted by a corresponding valid Lynx Development Software License Agreement; (ii) modify the Source Code and create Customer Derivatives solely for the Purpose; (iii) provide Source Code, Software and Documentation access to only the Licensee Authorized Users who have a legitimate need to use the Source Code in accordance with the terms of this Agreement on projects and/or programs permitted under a corresponding valid Development License, and who are subject to confidentiality terms consistent with the terms of this Agreement. Customer may not, without a valid Production License, deploy on a commercial platform, the binaries and/or object files which result from the Licensee's normal use of the Software with or without modifications.

(g) Under an OEM Project Certification License and Artifact License: Customer may not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Source Code.

2.4.   Reservation of Rights. Lynx reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software or Documentation.

2.5.   Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of its Authorized Users, including its employees, consultants, contractors, and other representatives, and any act or omission by any Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software, and shall cause such Authorized Users to comply with such provisions.

(b) Third Party Products. Lynx may distribute certain Third Party Products with the Software, and the source code may incorporate certain Third Party Products. For purposes of this Agreement, such Third Party Products are subject to their own license terms.

(c) Prohibition against Copyleft licenses. Customer agrees not to include within Derivatives or use with the Software, any software code that is subject to obligations commonly known in the software industry as "copyleft," or that is subject to any legal duty, as a condition of the Software code's use, integration and/or distribution, requiring that it must be distributed, if at all, with its source code form and/or without charge. For the avoidance of doubt, Customer may not combine Software (in source code or executable code) with any software licensed under any version of or derivative for the GNU General Public License ("GPL"), Lesser or Library General Public License ("LGPL"), Affero General Public License ("AGPL"), or similar license in any manner that could cause, or could be interpreted or asserted to cause, the Software or any modification to the Software to become subject to the terms and conditions of that license.

3. Support. Support shall be governed by the terms and conditions set forth in the Lynx Support Services Agreement. Lynx shall have no obligation to provide support for any Software that has been modified by Customer or for any Customer Derivatives.

4. Fees and Payment.

3.1.   Fees. Customer shall pay Lynx the applicable fees for Software, Support and/or Services ("**Fees**") set forth in the applicable Order without offset or deduction. All Fees are payable in USD and are due within thirty (30) days from the date of the invoice. Except as provided in Section 9, Fees are noncancelable and non-refundable. Customer will reimburse Lynx for all reasonable and pre-agreed expenses Customer incurs in connection with the performance of Services.

3.2.   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or

regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Lynx's income. If Customer is required by any governmental authority to deduct any portion of the amount invoiced by Lynx, Customer shall increase payment to Lynx by an amount necessary for the total payment to Lynx to be equal to the amount originally invoiced.

3.4. <u>Late Payments</u>. If Customer fails to make any payment when due, including payments of Fees or Royalties, in addition to all other remedies that may be available: (a) Lynx may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Customer shall reimburse Lynx for all reasonable costs incurred by Lynx in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, Lynx may prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such prohibition of access to the Software or the Source Code.

3.5. <u>Records</u>. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Lynx may, at its own expense, on reasonable prior notice, periodically inspect Customer's records with respect to matters covered by this Agreement; provided that if such inspection reveals that Customer has underpaid Lynx with respect to any amounts due and payable under this Agreement, including any Fees, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 3.4. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five percent (5%) for any quarter. Such inspection rights will extend throughout the Term.

4. **Confidential Information.**

4.1. <u>Confidential Information.</u>   Customer and Lynx acknowledge and agree that it may be necessary, in connection with this Agreement, for one party (in such capacity, the "**Recipient**") to receive or have access to Confidential Information of the other party (in such capacity, the "**Discloser**"). For the purposes of this Agreement, "**Confidential Information**" shall include (a) the Software or any portion thereof, including any software in Executable Code; (b) all Source Code files, which are a trade secret of Lynx; (c) the non-public portions of the Documentation; (d) any fee and/or revenue reports provided from one party to the other party; and (e) any other information disclosed, whether in writing, orally or otherwise, concerning the Discloser's business affairs and operations, proprietary information and technology, trade secrets, inventions (whether or not patentable), computer programs and code, software design and architecture, computer platform structure and specifications, terms and conditions of use and other details of its products and services, as well as research and development data, know-how, market knowledge, pricing policies, identities of employees, consultants, suppliers and competitors, current and prospective customer and supplier lists, business and product development plans, forecasts, strategies, third party information subject to a confidentiality obligation and any other information that by its nature or the manner of disclosure ought reasonably be regarded as confidential, regardless of whether such information is so marked or designated.

4.2. <u>Restrictions</u>. During the Term of this Agreement and thereafter, the Recipient agrees (a) to hold the Discloser's Confidential Information in strict confidence and to protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential information of like importance, but no less than a commercially reasonable degree of care; (b) not to

divulge any Confidential Information or any information derived there from to any third party other than to the Recipient's and its affiliates' directors, officers, employees, auditors, regulatory authorities, legal, financial and other consultants and advisors who need to know for the purposes of this Agreement (all of the entities and individuals described in this Section 4.2 are referred to, collectively, as "**Representatives**"); and (c) not to make any use whatsoever at any time of Confidential Information except for the purpose of providing or using the Software, and fulfilling its obligations under this Agreement. Any Representative of the Recipient given access to any of the Discloser's Confidential Information shall be informed of the confidentiality provisions of this Agreement and be legally bound to the restrictions herein. The Recipient shall be responsible to the Discloser for any unauthorized use or disclosure of the Confidential Information of the Discloser by any of the Recipient's Representatives. Lynx may keep Confidential Information for as long as required by applicable law, rule or regulation.

4.3. <u>Exclusions</u>. The restriction imposed by Section 4.2 shall not apply to any Confidential Information that the Recipient can show (a) is currently or becomes generally available or known to the public through no action or inaction by the Recipient or any Representative in breach of this Agreement; (b) was rightfully in its possession or known by it prior to receipt from or disclosure by the Discloser without an obligation of confidentiality; (c) was rightfully disclosed to the Recipient by a third party having no obligation of confidentiality; (d) was independently developed by the Recipient without use of or reference to any Confidential Information of the Discloser; (e) is required by the order of a court or regulatory agency to be disclosed, provided that for subsection (e), the Recipient shall use diligent efforts, to the extent it is legally permitted to do so, to limit disclosure, to request confidentiality assurances from the requestor, and shall notify the Discloser of such law or order as soon as reasonably practicable upon its receipt thereof so that the Discloser can obtain confidential treatment or a protective order and participate in the proceeding.

4.4. <u>Survival</u>. On the expiration or termination of this Agreement, the Recipient shall promptly return to the Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information, or destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information will survive the termination or expiration of this Agreement.

5. <u>Intellectual Property Ownership; Feedback</u>.

5.1. <u>Software</u>. Customer acknowledges and agrees that, as between Customer and Lynx, Lynx owns all legal right, title, and interest, including all intellectual property rights, in and to the Software and Documentation including, without limitation, any intellectual property rights or other proprietary rights that subsist in the Software and Documentation (whether those rights are registered or unregistered, and wherever in the world those rights may exist). With respect to Third-Party Products, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the Third-Party Products.

5.2. <u>Improvements</u>. For purposes of this Section 5.2 an "Improvement" means any improvements to the Software or any component thereof, including, without limitation, any improvement in the design, appearance, functionality, adaptations, developments, designs, derivatives, enhancements, inventions, innovations, know-how, modifications, or techniques. Except as otherwise set forth in the Section 2.3 (Supplemental License Terms), Lynx owns all legal right, title, and interest, including all intellectual property rights, in and to any Improvements.

5.3. <u>Feedback</u>. If Customer or any of its Authorized Users sends or transmits any communications

or materials to Lynx suggesting or recommending changes to the Software or the Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Lynx is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Lynx on Customer's behalf, and on behalf of its Authorized Users, all right, title, and interest in, and Lynx is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Lynx is not required to use any Feedback.

6. Warranty Disclaimer.

THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS", AND LYNX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM THE COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LYNX MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, THE SOURCE CODE, OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

7. Indemnification.

7.1. Lynx Indemnification. Lynx shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software or the Documentation, or any use of the Software or the Documentation in accordance with this Agreement, infringes or misappropriates such third party's US copyrights or trade secrets, provided that Customer promptly notifies Lynx in writing of the claim, cooperates with Lynx, and allows Lynx sole authority to control the defense and settlement of such claim.

(a) If such a claim is made or appears possible, Customer agrees to permit Lynx, at Lynx's sole discretion, to (i) modify or replace the Software or the Documentation, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If Lynx determines that none of these alternatives is reasonably available, Lynx may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(b) This Section 7.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Lynx or authorized by Lynx in writing; (ii) modifications to the Software not made by Lynx; (iii) use of any version other than the most current version of the Software or Documentation delivered to Customer; (iv) Customer Derivatives; or (v) Third-Party Products.

7.2. Customer Indemnification. Customer shall indemnify, hold harmless, and, at Lynx's option, defend Lynx from and against any Losses resulting from any Third-Party Claim based on (a) Customer Derivatives; or (b) Customer's, or any Authorized User's: (i) gross negligence or willful misconduct; (ii) use of the Software or the Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of the Software in combination with data, software, hardware, equipment or technology not provided by Lynx or authorized by Lynx in writing; (iv) any modifications to the Software not made or authorized by Lynx; (v) violations of Section 2.5(c); (vi) the export of the Software or Source Code in

violation of the its commitments set forth in Exhibit A; or (vii) use of any version other than the most current version of the Software or the Documentation delivered to Customer; provided that Customer may not settle any Third-Party Claim against Lynx unless such settlement completely and forever releases Lynx from all liability with respect to such Third-Party Claim or unless Lynx consents to such settlement, and further provided that Lynx will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

7.3. <u>Sole Remedy</u>. THIS SECTION 7 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE, THE SOURCE CODE, OR THE DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8. Limitations of Liability. IN NO EVENT WILL LYNX, ITS AFFILIATES OR ITS LICENSORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LYNX'S, ITS AFFILIATES' OR ITS LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

9. Term and Termination.

9.1. <u>Term</u>. This Agreement commences on the Effective Date and will continue for so long as there is an Order in effect between the parties (the "**Term**").

9.2. <u>Termination</u>. In addition to any other express termination right set forth in this Agreement:

(a) Lynx may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Lynx's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property

or business.

9.3. <u>Effect of Expiration or Termination</u>. Upon expiration or earlier termination of this Agreement, the licenses granted hereunder will also terminate, and, without limiting Customer's obligations under Section 4, Customer shall, within 5 days of termination, cease using and delete, destroy, or return all copies of the Software and the Documentation and certify in writing to the Lynx that the Software and the Documentation has been deleted or destroyed. No expiration or termination will (a) affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or (b) entitle Customer to any refund.

9.4. <u>Survival</u>. Those terms in this Agreement that by their nature should survive the termination or expiration of this Agreement shall survive such termination or expiration, including, but not limited to Sections 1, 2.2, 2.3, 2.4, 4, 5, 6, 7, 8, 9.3, 9.4, 10 and 11.

10. <u>Miscellaneous</u>.

10.1. <u>Entire Agreement</u>. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement; (b) second, the applicable Order, and (c) third, any other documents incorporated herein by reference.

10.2. <u>Notices</u>. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

10.3. <u>Force Majeure</u>. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

10.4. <u>Amendment and Modification; Waiver</u>. Lynx may change, update, add or remove provisions of this Agreement at any time by posting the updated Agreement on its portal or website. Lynx will ask for Customer's express consent to the updated Agreement when and where legally required to do so. If Customer does not agree with the updated Agreement, Customer must stop using the Software. Continued use of the Software following notice of any such modifications indicates Customer acknowledges and agrees to be bound by the modifications. Unless otherwise required by law, the updated Agreement is effective as of the day of posting. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as

otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.5.   Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6.   Governing Law; Submission to Jurisdiction. This Agreement is governed by, and construed in accordance with, the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the licenses granted hereunder will be exclusively instituted in the federal courts of the United States or the courts located in the Santa Clara County, California, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10.7.   Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Lynx. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

10.8.   Export Regulation. The Software and the Source Code may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software or the Source Code to, or make the Software or the Source Code accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or the Source Code available outside the US. Licensee hereby acknowledges its agreement with the requirements set forth in the U.S. Export Controls Compliance Commitments set forth in Exhibit A hereto. Lynx may require Customer to complete an Export Compliance End Use Certification prior to delivery of the Software or during the Subscription Term.

10.9.   US Government Rights. Each of the Documentation, the Software, and the Source Code is a "commercial item" as that term is defined at 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 Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Software, the Source Code, or the Documentation, as applicable, 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 US Government licensees and their contractors.

10.10. <u>Equitable Relief</u>. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 or, in the case of Customer, Section 2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including 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.

10.11. <u>Partial Deliveries</u>. Early and partial deliveries are permitted pursuant to this Agreement and shall not, under any circumstances, justify the refusal to pay for the delivered goods.

10.12. <u>Additional Features</u>. The development, release, and timing of any additional features or functionality of the Software remains at Lynx's sole discretion. Accordingly, Customer agrees that it is purchasing products and services based solely upon features and functions that are currently available as of the time an Order is placed, and not in expectation of any future feature or function.

10.13 <u>Partners</u>. If Customer purchases Software, Support and/or Services from a Partner, Section 4 (Fees and Payment) will not apply.

License Agreement
EXHIBIT A - U.S. Export Controls Compliance Commitments

- I/we understand and acknowledge that the software provided by Lynx is subject to U.S. export controls laws and regulations, including the United States Export Administration Regulation set forth in the U.S. Code of Federal Regulations 15 CRF §§730-744.
- I/we will not export or re-export Lynx's software or technical data to Cuba, the Crimea region of Ukraine, Donetsk, Luhansk Iran, North Korea, Syria, the Russian oil & gas fields located in the Sea of Okhotsk, Russian oil & gas production anywhere, Venezuela or to any restricted or embargoed destination or country as designated by the U.S. Government unless otherwise authorized by the U.S. Government.
- I/we will not export any software to Russia without a US Commerce license.
- I/we will not export or transfer Military Goods or controlled products or technical data to any destination, especially China or Hong Kong, Russia or Venezuela without proper license or authority of US government.
- I/we acknowledge and understand that U.S. law prohibits the sale, transfer, export or reexport to , or participation with any export transaction involving Lynx's goods with individuals, companies or entities listed within the U.S. Department of Commerce Denied Persons List, Entity List, or Unverified List, the U.S. Department of the Treasury's Specially Designated Nationals List, Blocked Persons List, the U.S. Department of State's Debarred List or any equivalent list of another sovereignty designated as an approved destination as per both U.S. export regulations and company policy.
- I/we understand that Lynx Software Technologies, Inc. reserves the right to screen or review its present and potential clients and partners as the company deems necessary in support of the company's export controls regulations within the scope of such regulations.
- I (We) will abide by all applicable U.S. export control laws and regulations for any software licensed from Lynx Software Technologies, Inc. and will not transfer such technology to a third party without obtaining any licenses or prior approvals required by the U.S. Government prior to such transfer which would result in an export or re-export of Lynx Software Technologies, Inc. software.
- I (We) will ensure that in the event the software is embedded into a product for the purposes of distribution, the end user(s) of such product will execute a certification representing compliance with the restrictions set forth herein.