

Master Agreement for Software License and Support

By installing QSI's TEAMS Software, the Customer acknowledges that it has reviewed all terms and conditions in this "Agreement" and agrees to be legally bound by them including those terms limiting liability and disclaiming warranties.

1. **Definitions** in this Agreement apply in their respective singular and plural forms.
- 1.1 "**Client**" means any user, computer or device that establishes a single session and interacts with Server Software.
- 1.2 "**Customer Affiliate**" or "**Customer Subsidiary**" means any entity that Customer owns or controls more than 50 % of the voting rights or of the controlling body of the business entity for so long as this control continues to exist.
- 1.3 "**Documentation**" means manuals, flow charts, and other documents related to the Software as published by QSI from time to time.
- 1.4 "**Delivery Date**" means the date QSI first places each Software product with a carrier for delivery to Customer, or, the date QSI provides the customers with instructions to download the software.
- 1.5 "**Fee**" means collectively all ME&S Fees, Service Fees, License Fees, or other fees charged under this Agreement.
- 1.6 "**License Fee**" means those one-time and annual fees listed on an Order Form in consideration for the Software Licenses granted under this Agreement.
- 1.7 "**Order Form**" means a document fully executed by the parties, (substantially in the form of Exhibit A) and used by Customer to order Software Licenses and related services from QSI.
- 1.8 "**Software**" means each of the (a) object code versions of QSI software listed in one or more Order Forms, (b) respective Updates to the software, and (c) any Documentation.
- 1.9 "**Server Software**" means a single copy of Software residing on a computer server within a System. Only Software specifically designated as Server Software may have Clients connecting to them.
- 1.10 "**Software License**" means each license granted under this Agreement by QSI to Customer to use Software as listed on an Order Form.
- 1.11 "**Support**" means the response to and resolution of Customer-encountered problem(s) with the Software as reported to QSI by Customer and more fully detailed in Section 9 and the "Summary Description of QSI's Support Program" documentation (QSI may make changes to this documentation at its discretion).
- 1.12 "**ME&S Fee**" (Maintenance, Enhancements and Support Fee) means the total annual charges listed on an Order Form or renewal invoice related to Software Support and Software Updates.
- 1.13 "**Service Fee**" means any fee for services QSI provides to Customer for general services as listed on an Order Form, but not including any fees provided under a PSS.
- 1.14 "**System**" means a discrete group of Customer's internal computer systems as designated by a unique QSI system identification number. Customer may have multiple Systems as authorized by QSI.
- 1.15 "**Update**" means a new or subsequent release of Software (including bug fixes, patches, maintenance releases and enhancements) that QSI makes generally available at no additional charge to customers that are current in their payment of ME&S Fees. Update does not include any new module or software product that QSI separately licenses for an additional fee.
- 1.16 "**Instance**" of a software is what you create by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory. References to software in this agreement refer to "instances" of the software that you licensed from QSI.
- 1.17 "**Named User**" means an individual or device authorized by Customer to use Software regardless of whether the individual is actively using the Software at any given time. If a Client is programmed to access the Software in an automatic manner, then each discrete Client of this type is counted as a Named User.
- 1.18 "**Concurrent User**" of a server software is the maximum combined number of clients that may simultaneously access the Server at any given time.
- 1.18 "**Node-locked**" licenses are tied to a particular computer or device.
- 1.19 "**Floating License**" allows a license to be shared among a group of machines in the local area network, as long as only one instance of the software is in use at any given time.
- 1.20 "**Assigning a License**" of a software means simply to designate that license to one device or user for the term of the license.
- 1.21 "**License Key**" is a combination of numbers and letters that you use to assign a license to a device or user for a specified period of time. A single license key may allow you to assign multiple licenses.
- 1.22 "**Lifetime License**" allows you to assign a license to a device for the life of the device.
- 1.23 "**Annual License**" allows you to assign a license to a device or user for a period of one calendar year. A new license must

be acquired at the end of the year for continued operation of the software.

- 1.24 **“Major Version”** of our software is released typically every two to five years and is signified by a change in the first digit in the release number *before* the decimal point.
- 1.25 **“Minor Version”** of our software is released typically every three to nine months and is signified by a change in the first digit in the release number *after* the decimal point.
2. **Payment and Delivery**
 - 2.1 **Payment Terms.** QSI will invoice Customer for all Fees. Customer must pay each invoice upon receipt, unless otherwise specified in the Agreement. If Customer authorizes deliveries in installments, Customer must pay each invoice for a delivery upon receipt without regard to other scheduled shipments. Invoices not paid within **30 days** of the due date will have a **1.5 % per month** interest charge (or the highest lawful rate, whichever is lower) assessed against the unpaid balance starting on the **31st day** after the invoice date and continuing until the date payment is received. Customer will pay all costs QSI incurs to collect any overdue accounts (including reasonable attorney’s fees). All payments made must be paid in the currency stated on the invoice.
 - 2.2 **Customer Payment of Taxes.** Customer must pay all taxes, levies, and similar governmental charges, however designated, and all liabilities with respect thereto that may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, consumption, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon QSI’s net income.
 - 2.3 **Special Withholding Taxes.** If withholding taxes are required to be withheld on payments to QSI and if Customer promptly delivers to QSI an official receipt along with an English translation of any taxes withheld or other documents necessary to enable QSI to claim a foreign tax credit, then Customer may deduct these taxes from the amount owed to QSI and must pay the taxes to the appropriate tax authority. If QSI is unable to recover the full amount due, Customer must increase its payments to QSI to ensure that the amount paid to QSI, less any taxes, corresponds to the Fees set out in the applicable Order Form.
 - 2.4 **Delivery.** All Software and license keys are delivered to the customer electronically via email and QSI customer support portal.
3. **Infringement Indemnification**
 - 3.1 **“IP Claim”** means any action, suit or proceeding brought against Customer, if based on a claim that the Software delivered to Customer directly infringes any United States patent or copyright of any third party.
 - 3.2 **QSI Indemnity.** QSI will defend any IP Claim if Customer promptly notifies QSI of the action and gives QSI full authority, information and assistance for the action’s defense. QSI will pay all damages and costs awarded as a result of an IP Claim (or settlements thereof), but will not be responsible for any

compromise made without its consent. QSI may, at any time it is concerned over the possibility of an infringement, at its option and expense, replace or modify the Software so that infringement will not exist, or remove the Software involved and refund to Customer the price as depreciated by an equal annual amount over the lifetime QSI establishes for the Software.

- 3.3 **Exclusions to QSI Indemnity.** QSI has no liability to Customer if: (A) any IP Claim is based upon the use of the Software in connection or in combination with equipment, devices, or software not supplied by QSI; (B) if an IP Claim is based upon Software used in a manner not expressly authorized by this Agreement or in a manner that the Software was not designed for; or (C) if the IP Claim would have been avoided but for Customer’s use of software other than the latest, unmodified release of Software made available to Customer by QSI.
- 3.4 **Customer Indemnity.** Customer will indemnify and defend QSI from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against QSI so far as it is based on a claim that the use, sale, or licensing of any Software delivered and modified or altered or combined with any products, device, or software not supplied by QSI constitutes an infringement because of the modification, alteration or combination.
4. **Limitation of Liability.**
 - 4.1 **Use Exclusion.** **Unless expressly provided otherwise in this Agreement, QSI will not be liable for any loss or damage claimed: (A) to have resulted from the use, operation or performance of the Software; or (B) to be related in any way to the Software’s acquisition. This Section applies regardless of the form of action.**
 - 4.2 **Indirect Exclusion.** IN NO EVENT WILL QSI BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING, EVEN IF APPRISED OF THEIR POSSIBILITY: (A) ANY SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; (B) ANY DAMAGES RESULTING FROM LATENT DEFECTS, LOSS OF OR DAMAGE TO DATA, LOSS OF PROFITS, OR LOST BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS; AND (C) ANY CLAIM, REGARDLESS OF THE CAUSE OF ACTION (INCLUDING CONTRACT OR TORT) WHICH AROSE MORE THAN TWO YEARS PRIOR TO THE INSTITUTION OF ANY SUIT THEREON.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.
 - 4.3 **General Limits.** Circumstances may arise where, because of a default on QSI’s part or other liability, Customer is entitled to recover damages from QSI. In each such instance, regardless of the basis on which Customer may be entitled to claim damages from QSI, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), QSI is liable for no more than:

- A. damages for bodily injury (including death) and damage to real property and tangible personal property; and
- B. the amount of any other actual direct damages up to the lesser of the charges for the specific Software product that is the subject of the claim or the maximum damages permitted by applicable law.

This limitation of liability is the maximum for which QSI is responsible.

5. License Grant, Restrictions, and Ownership

5.1 **License Grant.** Each Software product is furnished to Customer under a non-exclusive, nontransferable license solely for Customer's own internal use on Customer's System and in compliance with this Agreement, including the applicable license restrictions specified in Section 7, and applicable laws and regulations. Customer agrees that this Agreement does not permit Customer to: (A) allow use of the Software by third party users or (B) sublicense or resell the Software.

5.2 **Copying.** The Software may only be copied, in whole or in part, with the proper inclusion of QSI's copyright notice and any other proprietary notice or trademark on the Software, as may be necessary and incidental for archival purposes or to replace a worn or defective copy.

5.3 **Moving.** If a Customer under is unable to operate the Software on the System due to an equipment malfunction, the Customer may request QSI to transfer the license to another Customer system within the country of purchase for a support fee. This fee is waived for customers with an active software support contract.

5.4 **Embedding.** Customer may assign licenses to Customer's products and to sell, lease, license or otherwise make available for use by Customer's licensees the products with QSI's software in executable form solely as inseparably embedded code, provided that the licensee shall have no rights to sell, lease, license or otherwise make available any Software Program to third parties.

5.5 **Development only licenses.** Some QSI products, TEAMS-RDS for example, are available in a configuration for development and testing purposes only. Customer may not use such licenses for deployment or production use; for such use Customer must obtain a full-use or Enterprise license.

5.6 **TRIAL USE RIGHTS AND LIMITATIONS.** QSI may grant short term or trial use licenses of its software for sole purpose of internal demonstration and evaluation by the customer. THE SOFTWARE IS LICENSED "AS-IS." THE CUSTOMER BEARS ALL RISK OF USING IT. QSI GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE QSI EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Because the software is provided "as is," QSI may not provide

support services for it unless separately contracted to do so. The maximum term of trial use is limited to 90 days from your initial installation of the software.

5.7 **Ownership and Use.** Title to and ownership of the Software (including any portion, modification, translation, or derivative thereof, even if unauthorized) and all applicable rights in patents, copyrights, trade secrets or other intellectual property rights in the Software remains exclusively with QSI. Software is valuable, proprietary, and unique, and Customer is bound by and will observe its proprietary nature. Customer will take diligent action to fulfill its obligations under this Agreement by instruction or agreement with its employees or agents that are permitted access to the Software (whose confidentiality obligations must survive termination of their employment or agency). Customer may only provide access to Software on a need-to-know basis. Except as set forth in this Agreement or as may be permitted in writing by QSI, Customer must not use, provide or otherwise make available the Software or any part thereof to any third party. Customer must not reverse engineer, decompile or disassemble the Software (or any portion thereof), nor otherwise attempt to create or derive the source code. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software may cause irreparable injury to QSI, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.

5.8 **Affiliate Use of Software.** QSI agrees that Customer Affiliates may use the Software, if prior to any Customer Affiliate's use of the Software: (A) Customer accepts responsibility for the acts or omissions of Customer Affiliate as if they were Customer's acts or omissions; (B) QSI is not obligated to support the Affiliate directly (C) Customer indemnifies QSI against losses or damages suffered by QSI arising from breach of this Agreement by the Customer Affiliate; and (D) use must not constitute an unauthorized exportation of the Software under U.S. Government laws and regulations, or under the laws of other jurisdictions.

6. Installation

6.1 **Customer Installation.** Customer is responsible for installation of the Software and the installation of any required disk storage systems, network software, application servers, systems and computer terminals or workstations prior to installation of the Software.

6.2 **QSI Installation.** At Customer's request, QSI may agree to provide standardized installation services within the scope of its installation packages. QSI's installation packages are limited to loading the Software onto a System and testing the Software using QSI's standard testing tools. Installation will be deemed successful and completed when the Software is loaded on a System and passes the appropriate test. Any services outside of an installation package's scope must be separately purchased under the terms of a PSS.

7. Standard Software Licenses

- 7.1 **License Term** may be Lifetime or Annual. Annual Licenses include Software Support for the duration of the term. Software Support must be purchased separately for Lifetime licenses.
- 7.2 **Server Software Licenses** are node-locked and allow a specified number of concurrent users. The following products are governed by Server Software License: TEAMS-RDS and TEAMS-IDE.
- 7.3 **User Licenses** may be Named User, Floating or Node-locked. The following products are governed by User Licenses: TEAMS-Designer, TEAMATE, TEAMS-RT, PackNGo.
- 7.4 **Multiplexing.** If Customer elects to use a concentrator or multiplexer, technology to provide Users with access to the Software (whether hardware or software; e.g., web/IP server, gateway, shared user identities, etc.), then all Users with the ability to access the Software via that technology will be counted individually for licensing purposes. QSI's most current version of its User Guidelines will be used to determine the type of license necessary for these Users.
- 7.5 **Audit Rights.** Subject to any consents required by law, QSI may audit Customer's Software usage remotely, via outbound email of system metrics generated by QSI's system monitoring utility, during on-site service calls, or upon reasonable notice to Customer during standard business hours. The audit will determine usage for each Software License, including concurrent access as measured by QSI's monitoring utility. If an audit determines that Customer's usage has exceeded its Software Licenses, then Customer agrees to purchase additional licenses in compliance with this Agreement; however, this statement in no way limits QSI's remedies. Customer agrees to comply with all relevant laws, and to obtain all necessary consents, to allow QSI to exercise its rights under this Section.
8. **Limited Warranty**
- 8.1 **Title Warranty.** QSI warrants that it has good and clear title to or has the right to sublicense the Software being licensed under this Agreement free and clear of all liens and encumbrances.
- 8.2 **Software Warranty.** QSI warrants for a period of **90 days** from Delivery Date, Software used in a manner for which it was designed will generally conform to the applicable QSI Documentation provided at the time of delivery. The warranty applies only to the unmodified portion of the Software. QSI does not warrant uninterrupted or error-free operation of the Software or that QSI will correct all Software defects. Customer is responsible for the results obtained from the use of the Software.
- 8.3 **Warranty Disclaimer.** SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE AGREEMENT, SUPPORT OR THE SOFTWARE.
- 8.4. **Exclusive Remedies.** Customer must report in writing to QSI any breach of the warranties contained in Sections 8.1 and 8.2 above during the relevant warranty period. Customer's exclusive remedy and QSI's entire liability for any breach of a warranty is as follows:
- A. **Title Warranty** – QSI's indemnity obligations under Section 3.
- B. **Software Warranty** - QSI will use commercially reasonable efforts to remedy any substantial non-conformance in accordance with QSI's Software Support terms.
9. **Software Support:**
- 9.1 **Support Term**
- A. **Initial Support Term:** The initial term of Support will begin on the Delivery Date of the Software to the Customer and end **12 months** later. Customer must pay in advance for the initial one year of Support, with payment due upon Invoice.
- B. **Additional Support Terms.** After the initial term, Customer will renew the Support renew automatically, unless terminated.
- C. **Adding New Support after the Software Purchase.** If new Software is purchased without Support and it is later purchased, then the initial term of Support for that Software will begin on the date of the applicable Order Form and end **12 months** thereafter, with payment in advance for **1 year** of ME&S Fees.
- D. **Software Add-ons.** The Commencement Date for Software add-ons and/or upgrades will be the Delivery Date and the term of Support and related ME&S Fees will be coterminous with the term of Support applicable to the Software initially covered.
- 9.2 **Hours of Support Availability.** Payment of the standard ME&S Fees entitles Customer to Support during the Principal Period of Support ("PPS"). The PPS is an **8-hour** contiguous daily time period between the hours of **9:00 AM and 5:00 PM**, US/Eastern time, Monday through Friday excluding QSI's published holidays or holidays as observed locally by QSI. All Support subsequently added will have the same PPS. Customer may request, in writing, special extended coverage options. Extended coverage options, excluding QSI holidays, are subject to QSI's approval and the prevailing terms, conditions and prices for service at that time. Extended hours entitlement does not extend the Customer's PPS; extended hours' entitlement extends the Customer's ability to place problem calls to QSI's Technical Response Center ("TRC") during the extended hours of coverage period and receive the same priority remote response for critical issues ("P1's") as during PPS.
- 9.3 **Scope of Support.** Resolution of Customer-encountered problems may, at QSI's option, consist of: (A) Support provided through telephone or computer networks; (B) correction of any defect in the Software that materially and adversely affects the use of the Software as described in

Documentation; and (C) delivery of Software defect corrections or other changes limited to the current or immediate prior Major Version of the software. QSI will use commercially reasonable efforts to respond to Customer calls according to the priority level of the call. QSI will ensure the Customer's call is resolved within a commercially reasonable period.

- 9.4 **Software Enhancements and Upgrades.** Customer has the right to receive upgrades to major new versions and patches, updates and enhancements on an "if and when available during their term of support" basis.
- 9.5 **Support Limitations.** QSI Support is limited to correcting defects of QSI Software. Support is contingent upon the use of unmodified Software (except as authorized by QSI) operated in accordance with QSI's Documentation. Support specifically excludes the following: (A) Support to a version of Software other than the current or immediate prior release; (B) efforts to restore a release of the Software beyond the current or immediate prior release; (C) efforts to restore Customer data beyond the most recent back-up; (D) operating systems and data bases; (E) Software defects which QSI cannot reproduce; or (F) custom applications or application templates. QSI Technical Consulting Services are not included within the standard deliverables of Support under this Agreement. These additional services may be requested by Customer to provide on-site technical problem assistance, perform software installation, upgrades or other "value-added" services not included as Support. Additional service requests will be handled on a reasonable effort and scheduled basis at current time and material rates.
- 9.6 **End of Support Life.** QSI periodically announces the End of Support Life ("EOSL") for Software. QSI will notify the Customer in writing or by electronic mail or posting on QSI's website, at QSI's discretion, a minimum of **180 days** prior to the EOSL. After the EOSL, telephone and or web-based support limited to current available fixes will be available on a commercially reasonable efforts basis at prevailing rates.
- 9.7 **Customer's Responsibilities.** Customer must meet the following responsibilities:
- A. **Technical Contacts:** Customer must designate one primary and one backup individual ("technical contact") to serve as liaison with QSI. Customer designated technical contacts are the sole liaison between the Customer and QSI for technical support of QSI software. To avoid interruptions in support services, Customer must notify QSI whenever technical contact responsibilities are transferred to another individual.
 - B. **Software Configuration:** Customer shall provide QSI with accurate configuration information, screen shots, or other related documentation as required for a support request.
 - C. **Reasonable Diligence:** Customer shall make reasonable effort to ensure that the problem is not due to any hardware or third party software before requesting QSI support. If deemed necessary,

Customer may engage QSI support personnel for \$250 per hour per person to assist with the aforementioned effort. QSI reserves the right to invoice customer for support incidents that are unrelated to QSI software defects.

- D. **Supported Software Version:** Customer shall install any and all updates, patches, or upgrades posted by QSI. Support is limited to a version of Software that is either current or immediate prior release but not any older.
 - E. **Supporting Data:** Customer shall provide models and error logs to QSI to help QSI reproduce the problem. Typical transmission of files will be handled via e-mail.
 - F. **Access:** Customer shall provide QSI with adequate remote access and privileges to the affected computer for performing troubleshooting and support tasks.
 - G. **System Administration:** Customer shall perform adequate system and database back-ups to prevent against loss of data and information, and enable roll back of software and configuration to a previously working version.
 - H. **English Only Support:** Customer shall communicate with QSI in English only.
- 9.8 **Software Modification.** QSI will not be responsible to Customer for loss of use of Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs that are made to the Software by other than QSI's authorized representatives. QSI reserves the right to terminate this Agreement upon written notice to Customer if any alteration, addition, adjustment or repair adversely affects QSI's ability to render Support to the Software.
- 9.9 **ME&S Fees**
- A. **ME&S Fee for Annual Licenses.** The Annual License fees for QSI's software products include Software Support for the duration and no additional fee is required.
 - B. **ME&S Fee for Lifetime Licenses.** The Lifetime Licenses require an Annual Support fee of 20% of the list price of the lifetime license.
 - C. **Fee Modification.** After the initial term of Support and upon **30 days** written notice, QSI may change its ME&S Fees then in effect. If the ME&S Fees are increased, Customer may terminate Support as of the effective date of the increase, upon **15 days** written notice to QSI. If Customer does not terminate Support as stipulated, the new Support fees become effective on the date specified in the notice.
 - D. **Invoices.** ME&S Fees will be invoiced annually in advance, and any one-time fee will be invoiced as incurred. Customer must pay all invoices in full upon receipt of the invoice regardless of whether Customer utilizes Support every month during the term.

- E. **Default.** Customer will be in default if undisputed ME&S Fees have not been paid within **30 days** of receipt of an invoice or if Customer fails to perform any of its Support-related obligations. Customer's default will constitute sufficient cause for QSI to suspend or terminate Support under this Agreement.
- F. **Support Termination.** Except as otherwise stated herein, neither party may terminate Support during the initial term. After the initial term, either party may terminate Support without cause upon 90 days' advance written notice to the other. If Support is terminated by QSI during a Support term, QSI will refund a prorated amount of any prepaid ME&S Fees applicable to the unexpired period of the current Support term.
- G. **Support Reinstatement.** QSI Software Licenses purchased but not placed under Support, or those licenses removed from Support for any reason, a reinstatement fee of 25% of the annual ME&S fee will be assessed in addition to the support fee that would otherwise have been paid to QSI if the products were under uninterrupted software support.
- 9.9 Supplemental Maintenance Support**
- A. **Per-incident Support:** Customer's may request additional support services from QSI at the rate \$250/hr. plus expenses and travel time (\$500 minimum for online/web support, \$10,000 minimum for onsite support).
- B. **Other Support.** If Customer desires to obtain additional or extended support (such as, for example, extended coverage, right to receive unspecified upgrades, Updates on an "if and when available" basis and technical consulting) it may request such support. If QSI is willing to provide such additional or extended support, it will require receipt of a valid Customer purchase order or appropriate payment and may require that a PSS be executed by the parties. If performed, these services will be charged to Customer at current prices and terms in effect at the time service is rendered.
10. **Confidential Information.** All information exchanged under this Agreement is non-confidential. Should either party disclose any of its confidential information for any purpose in connection with this Agreement ("Information"), it will be done under a separate confidentiality agreement to be signed by the parties.
11. **Term and Termination.**
- 11.1 **Term.** This Agreement is effective as of their respective Effective Dates and each will remain in effect unless terminated as provided in this Section 11. Each paid-up Software License granted under this Agreement will commence on the applicable Delivery Date and will remain in effect for its full term unless terminated as provided in this Section 11.
- 11.2 **Termination by QSI for Material Breach.** QSI has the right to terminate Customer's Software License if Customer fails to pay all required License Fees or otherwise fails to materially comply with terms and conditions of the Agreement. Termination of a Software License will automatically terminate the corresponding Software Support.
- 11.3 **Discontinued Use of the Software.** Each Software License will terminate if Customer permanently discontinues use of the Software.
- 11.4 **Effect of Termination.** Termination or expiration of the LA or Software Support will not: (A) limit either party from pursuing any remedies available to it, including injunctive relief; (B) relieve Customer of its obligation to pay all Fees accrued or owed to QSI; or (C) affect the parties' rights and obligations under Section 3 (Infringement Indemnification), Section 4 (Limitation of Liability), 5.4 (Ownership and Use), 10 (QSI Confidential Information), 11.4 (Effect of Termination), 11.5 (Handling of Software at Termination), and 17 (Choice of Law) that will survive termination or expiration of the Agreement.
- 11.6 **Handling of Software at Termination.** Upon expiration or termination of a Software License Customer must immediately return or destroy the Software and all portions and copies of it as directed by QSI. If requested by QSI, Customer must certify in writing, within **10 days** of the request that it has fully complied with this obligation.
12. **Export.** Customer agrees that the Software will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, or any foreign agency or authority, as required.
13. **U.S. Government Restricted Rights.** The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101 (October 1995), consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. §12.212 (September 1995) or 48 C.F.R. §227.7202-1 through 7202-4 (June 1995) as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of the applicable software license agreement. Contractor/manufacturer is: Qualtech Systems Inc., 100 Corporate Place, Suite 220, Rocky Hill, CT 06067, USA. Unpublished-rights reserved under the copyright laws of the United States.
14. **Assignment.** Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with QSI's prior written consent. Any attempt to assign any rights or delegate any duties or obligations under this Agreement without this consent are void. QSI may, in its discretion, freely assign this Agreement

or any of its rights under this Agreement or delegate any of its obligations under this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

15. **Waiver, Amendment or Modification.** The parties' rights and remedies are separate and cumulative. The waiver, amendment, or modification of any right, power, remedy, or term of this Agreement will not be effective unless in writing and signed by both parties' authorized representatives. Furthermore, this Agreement's general terms may not be amended by the terms of any Customer purchase order, or QSI's acknowledgment of same, even if the purchase order has been signed by both parties.
16. **Force Majeure.** If any cause beyond QSI's reasonable control prevents QSI from performing under this Agreement by a given date or time, QSI's performance will be automatically postponed.
17. **Choice of Law.** The laws of the **State of Connecticut** applicable to contracts fully executed and performed in Connecticut will govern the construction and operation of this Agreement without regard to any conflict of laws provisions. Any action brought in connection with this Agreement against QSI will be brought in the United States Federal District Court

in Hartford County, Connecticut, and the parties hereby agree to submit to that court's jurisdiction.

Both parties will act in good faith to resolve disputes. Neither party will bring a legal action under this Agreement more than **2 years** after the cause of action arose. Each party waives its right to a jury trial in any resulting litigation.

18. **Severability.** The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the specific subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals (whether oral or written) between QSI and Customer.
20. **Notice.** Notices hereunder must be sent to the addresses on the face of this Agreement, or to other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or **5 days** after deposit in the mail. Notices by fax or email are acceptable if followed up by a mailed confirmation. Notices to QSI must be sent to the attention of "Contracts Administration."