

anyLogistix Studio Software Licensing Agreement

Document number 20200901

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Any agreement that specifically refers by name to this Agreement and states that such agreement overrides this Agreement shall control. For all other agreements, (i) in the event you have previously entered into a separate written agreement with Licensor, this Agreement shall control to the extent that there are conflicting terms, or (ii) in the event you enter into a separate written agreement with Licensor subsequent to entering this Agreement, then to the extent the terms of the separate agreement conflict with the terms of this Agreement, then the separate agreement shall control.

1. Definitions.

- a. Software. “Software” shall mean anyLogistix software, AnyLogic software, inclusive of any third party software or materials incorporated into the anyLogistix software, and all materials and information with which this license is provided including, but not limited to, executables, dynamic-link libraries, static libraries, object code, byte code, source code, code, files, scripts, sample models, libraries, Documentation, upgrades, updates and additions to such information and/or materials, Activation Key and database.
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- d. Affiliate. An “Affiliate” of an entity means any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.
- e. Activation Key. The “Activation Key” means the software activation key used to activate Software and use in accordance with the license granted.

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- h. Trademarks. “Trademarks” means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of Licensor.
- i. Intellectual Property Rights. “Intellectual Property Rights” means patents of any type, design rights, utility models or other similar invention rights, copyrights and any and all derivatives, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- j. Licensee Data. “Licensee Data” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, or other, that is inputted, uploaded to, placed into or collected, stored, processed, generated or outputted by any device, system or network, by or on behalf of Licensee or any Licensee Affiliate, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of Licensee or any Licensee Affiliate under this Agreement, except that Licensee Data does not include the Licensed Software or data, information or content, that is generated automatically upon executing the Licensed Software without additional user input.

2. Evaluation license

If Licensee was provided with a copy of the Software for evaluation purposes, Licensor grants to Licensee a non-exclusive, non-transferable limited license for internal evaluation and for no other purpose (the “Evaluation License”). The Evaluation License is for a period of thirty (30) days, unless otherwise described and mutually agreed upon by the Parties in the applicable Order Form, commencing upon the date of requesting Activation Key for the Software, to evaluate the Software. If Software is acceptable, Licensee agrees to promptly notify Licensor and pay the applicable Licensing Fee for Subscription or Perpetual license pursuant to sections 3 and 4 below.

3. Perpetual license

As long as Licensee obtained Perpetual license for the Software from Licensor or one of its authorized Resellers or Distributors, and as long as Licensee complies with the terms of this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable, royalty free, revocable license to install and use the Software on Permitted Number of computers. The Perpetual license will continue in perpetuity unless terminated by Licensor pursuant to the terms set forth herein or in the applicable invoice or purchase order. If you access and use the Software under the Perpetual License, you are required to pay a maintenance fee pursuant to Section 11.b) of this Agreement.

4. Subscription license

As long as Licensee obtained Subscription license for the Software from Licensor or one of its authorized Resellers or Distributors, and as long as Licensee complies with the terms of this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable, royalty free, revocable license to install and use the Software on Permitted Number of computers within a year (or as otherwise stated in the applicable invoice or purchase order) commencing the date the license is registered in the Licensor's database. The Subscription License is renewable on an annual basis (or as otherwise stated in the applicable invoice or purchase order). Your continued access to the Software will be contingent on timely payment of all sums required in the applicable invoice or purchase order.

5. Restrictions

Except as otherwise set forth herein, Licensee shall not directly or indirectly: (i) sell, license, transfer, distribute, assign, pledge or otherwise dispose of or encumber the Software without Licensor's express written permission and subject to the terms of any applicable sublicensing agreement; (ii) grant any sublicense or other rights to the Software, or permit access to the same, by any user other than Authorized Licensee User(s); (iii) reverse engineer, disassemble, de-compile, re-compile, reconfigure, reinstall, or update all or any part of the Software, including AnyLogic software, or merge them into any other software, except as expressly authorized by this Agreement; (iv) remove, obscure, or alter any legend on or in the Software; or (v) otherwise use, copy or distribute the Software for any purposes or in any manner except as expressly permitted under this Agreement.

6. Licensee Responsibilities and Authorized Licensee User Restrictions

Subject to the terms and conditions of this Agreement, Licensee shall have the following responsibilities with respect to using and distributing the Software under each applicable license:

- a. **Changing Authorized Licensee Users.** At all times during the term of this Agreement, Licensee may only grant access to the Software to the same number of ALUs as the Permitted Number. Licensee may not transfer access to the Software from one ALU to another ALU without the prior permission of Licensor. In the event Licensee desires to transfer use from one ALU to another ALU, Licensee must provide Licensor with written confirmation that it has (i) destroyed or deleted the Activation Key associated with the prior user, and (ii) uninstalled any versions of the Software on the prior user's equipment. Upon receipt of such written verification, Licensor will provide Licensee with a new Activation Key for use by the new ALU.
- b. **Responsibility for Authorized Licensee Users.** Licensee is responsible for the conduct and use or misuse of the Software by its ALUs. Licensee therefore agrees to make ALUs aware of the terms and restrictions set forth in this Agreement. In the event Licensee becomes aware that an ALU is violating the limitations imposed on them according to this Agreement, Licensee shall promptly notify Licensor of such.

7. Representations, Warranties and Covenants

The parties hereby represent and warrant that: (i) each party has the legal right and authority to enter into this agreement; (ii) each party's performance and the rights granted to the other party hereunder shall not conflict with or violate any commitment or agreement that a party has to any other person or entity; (iii) each party shall perform its duties fully and to the best of its abilities; and (iv) the materials provided by one party to the other party shall not violate any law nor infringe upon nor violate any

rights of any person, firm, corporation or entity including, but not limited to, the right of privacy, right of publicity, or the right against libel or slander. Unless otherwise set forth in this Agreement, Licensor represents, warrants and covenants to Licensee that:

- a. it is the legal and beneficial owner of the entire right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto;
- b. it has obtained all necessary rights, licenses, and permissions in and to any third-party software or materials that are included within the Software;
- c. it has and throughout the license term will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder the Software and Documentation, and Licensee's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of anykind;
- d. neither its grant of the license, nor the Support and Maintenance (see section 11) or any other performance by or on behalf of Licensor under this Agreement does or to its knowledge will at any time:
 - i. conflict with or violate any applicable Law; or
 - ii. require the consent, approval or authorization of any governmental or regulatory authority or other third-party;
- e. it has not granted and will not at any time during the license term grant any license or other contingent or non-contingent right, title or interest under or relating to the Software or Documentation that does or will conflict with or otherwise affect this Agreement, including any of Licensor's representations, warranties or performance or Licensee's rights or licenses hereunder;
- f. when used by Licensee or any Authorized Licensee User in accordance with this Agreement and the Documentation, no Software or Documentation as delivered by Licensor does or will:
 - i. infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; or
 - ii. fail to comply with any applicable Law;
- g. Licensor will not knowingly provide any Software that contains:
 - i. any virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or
 - ii. time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Licensee of its lawful right to use such software; or
 - iii. any software, documentation, technology or other technical data, or any products that include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations;
- h. it will perform all services, if applicable, in a timely, skilful, professional and workmanlike manner in accordance with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Agreement.

8. Intellectual Property Rights.

- a. AnyLogic Intellectual Property. Licensor and its suppliers retain the ownership of all right, title and interest in and to the Software, Documentation, Trademarks, Licensor Materials, and all Intellectual Property Rights embodied in the foregoing, including rights to any and all developments of and enhancements to the Software. Licensee agrees that it will not claim or assert title to the Software or attempt to transfer any title to any third parties, nor will Licensee grant access to the Software to any individual or group other than Authorized Licensee Users without Licensor's prior written consent. Licensee shall not knowingly take any action, which may adversely affect or impair Licensor's or its suppliers' ownership of such materials and rights. All rights in and to the Software and Licensor Materials not expressly granted in this Agreement are reserved by Licensor. Any new or pre-existing Intellectual Property Rights developed by either party shall remain the property of its respective owner. Any Intellectual Property Rights developed jointly by Licensee and Licensor ("Joint IP") will be co-owned by Licensee and Licensor according to the terms designated in a separate, written, co-authorship agreement.
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- c. Licensee Data. Licensee and its Affiliates reserve and retain sole and exclusive ownership of all right, title and interest in and to the Licensee Data, including all Intellectual Property Rights arising therefrom or relating thereto. The Licensee Data is the Confidential Information of Licensee and its Affiliates, and Licensor does not have and will not acquire or claim any right, title or interest in or to any Licensee Data as a result of this Agreement or have any right or license to, and shall not, use any Licensee Data except solely as and to the extent necessary to perform services hereunder.

9. Injunctive Relief.

Licensee agrees that money damages will not be an adequate remedy if Licensee breaches Sections 2, 3, 4, 5 and 8 of this Agreement. Therefore, Licensor will be entitled to an injunction or similar equitable relief. This Section 9 in no way limits Licensor's ability to pursue any other legal or equitable remedies.

10. Licensing Fee.

In consideration for the License pursuant to sections 3 and 4 granted hereunder, Licensee shall pay to Licensor the fee indicated in the applicable invoice or purchase order (the "Licensing Fee").

11. Support and Maintenance.

- a. General. Licensor or an authorized third party shall provide the applicable software and customer support related to the Software. All items delivered by Licensor in providing such support, including Error Corrections (as defined below) and Software updates, shall be deemed part of the applicable Software and shall be subject to all terms and conditions of this

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- b. Fees. If you access and use the Software under a Subscription license, you are not required to pay fees beyond the Licensing Fee. However, if you access and use the Software under a Perpetual License, you may choose to pay an annual maintenance fee set forth in the applicable invoice or purchase order (the "Maintenance Fee"). If you fail to keep the Maintenance Fee current, your license will continue but your access to Software updates, Upgrades and Help Desk services are not available. In addition, certain features and functionalities of the Software, which may require use of online resources such as GIS information or routing, may be limited or turned off entirely.
- c. Error Corrections. "Error Corrections" refer to resolutions to a software or documentation error reported to AnyLogic's help desk. An Error Correction may take the form of a short-term work-around, Documentation update, maintenance on the Software, or a longer-term software correction provided in an upgraded release of the Software (by Licensor to Licensee), depending upon Licensor's determination of the severity of the problem and/or the complexity of the solution. Error Corrections may be provided by Licensor on an "as-needed" basis after Licensee has contacted, and worked through a problem with, AnyLogic's Help Desk. However, most corrections are provided via regular updates to the Software.

12. Modifications of Software.

Licensor expressly reserves the right to make additions, deletions, and/or revisions, including any new versions ("Updates"), to the Software and change the terms of the licensing agreement accordingly. Except as otherwise specified by Licensor, Licensor will make any Updates to the Software available to Licensees who have active Maintenance & Support services (as described in Section 11) or have a Subscription License when they become commercially available and subject to any new licensing terms. For the avoidance of doubt, Licensee's and Licensor's rights and obligations under this Agreement will be governed by this Agreement. Should new licensing terms be required as the result of a software Update, the new terms shall be in effect on Licensee's use of the Software following the Update, which shall constitute Licensee's acceptance of the new terms. Notwithstanding the foregoing and for the avoidance of doubt, when new licensing terms are necessary, as determined in Licensor's sole reasonable discretion, Licensee's continued access to the Software following any Updates is contingent upon Licensee's agreement to such new licensing terms.

13. Term and Termination.

- a. Term. This Agreement shall be effective upon Licensee's purchase and activation of the Software, and unless otherwise terminated as provided herein, shall continue pursuant to the term set forth in the applicable invoice or purchase order for the specific license you purchase (the "Term").
- b. Termination. Licensee may terminate this Agreement at any time by ceasing to use the Software and complying with requirements set forth in Section 14 hereof. Licensor may terminate this Agreement immediately without notice if Licensee materially breaches any provision of this Agreement and fails to correct such breach within 30 days of receipt of written notice thereof from Licensor. Unless terminated by either party, this Agreement shall remain in effect.

14. Effect of Termination.

Upon termination of this Agreement for any reason:

- a. Software usage. Upon termination of this Agreement for any reason, Licensee shall immediately cease using the Software;
- b. Licensor Property. Upon termination of this Agreement for any reason, Licensee shall remove the Software from all computers and return or destroy all copies of the Software (including the original) to Licensor, and Licensee shall return the Activation Key(s), if any.
- c. Limitation of Liability Upon Termination. Except as expressly set forth herein, Licensor shall not incur any liability whatsoever for any damage, loss, or expenses of any kind suffered or incurred by Licensee arising from or incident to any termination or cancellation of this Agreement by either party which complies with the terms of this Agreement, whether or not Licensee is aware of any such damage, loss, or expenses.
- d. Survival. Sections of this Agreement which shall survive the termination or expiration of this Agreement include, but are not limited to Sections 2, 3, 4, 5, 8, 9, 10, , 13, 14 and 16-24.

15. Licensee's Business Practices.

Each party shall (a) comply with all applicable laws and regulations of the United States, including the United States Foreign Corrupt Practices Act, (b) avoid deceptive, misleading or unethical practices, and (c) conduct business in a manner that reflects favourably at all times on the other party's goodwill and reputation.

16. Indemnification.

The Parties (each, as applicable, the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (each, as applicable, the "Indemnified Party") and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of the other party (collectively, the "Indemnified Parties") from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) ("Claims") arising from: (i) the Indemnifying Party's violation of any term of this Agreement; (ii) the Indemnifying Party's violation of any third party right; or (iii) the Indemnifying Party's negligence or wilful misconduct.

Licensor further agrees to defend, indemnify and hold harmless Licensee and Licensee's Indemnified Parties from and against any and all Claims arising from any alleged or actual infringement or violation of any copyright, patent or patented right, or other intellectual or proprietary rights by the Software or Licensor Materials, provided that such Claim arises out of Licensee's authorized uses of the Software only.

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17. Confidential Information.

- a. Definition. All non-public information, knowledge or know-how concerning any of the unique features or characteristics of the Software, the methods of operation of the licensed technology hereunder, or any other confidential information disclosed to Licensee by Licensor (collectively, Licensor's "Confidential Information") is valuable, proprietary information of Licensor and an integral part of the Licensor Materials, and must be kept confidential to the fullest extent possible, both during and after the term of this Agreement.

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- b. Non-Disclosure. Licensee understands and agrees that it shall not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association, corporation or other entity any Confidential Information of Licensor which may be communicated to Licensee, or of which Licensee may be apprised, by virtue of Licensee's operations under the terms of this Agreement. In furtherance of these obligations, Licensee shall maintain all Confidential Information in a secure location accessible only to those having a legitimate need for access and who have signed a separate confidentiality agreement in a form reasonably acceptable to both Licensee and Licensor. Licensee further warrants, covenants, and agrees that it will use the Confidential Information in connection with the operation of the Software, and shall protect such Confidential Information and trade secrets from unauthorized disclosure. Licensee shall bear the responsibility for any breaches of confidentiality by its employees or consultants.
- c. Return. Upon the expiration or termination of this Agreement, Licensee shall return to Licensor all confidential manuals, supplements, and updates thereto and any other material provided to Licensee under and pursuant to this Agreement, and shall permanently and completely discontinue all use of Licensor's Confidential Information.

18. Limited Software Warranty.

Licensor warrants that the Software will perform substantially as set forth in the Documentation within 90 days from the date on which Licensee is granted a license so long as no modifications have been made to the Software. If the Software fails to substantially perform within the first 90 days, Licensee will be entitled to a replacement or a refund. Licensor makes no other warranties with respect to the Software.

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NEITHER PARTY, NOR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, DISTRIBUTORS, SUPPLIERS, OR AGENTS (THE “RELEASED PARTIES”), SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, ECONOMIC, EXEMPLARY, AGGRAVATED OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF BUSINESS OR INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT EXCEED THE LICENSING FEE PAID TO LICENSOR BY LICENSEE FOR THE LICENSE GRANTED UNDER THIS AGREEMENT, PROVIDED HOWEVER THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE PARTIES’ CONFIDENTIALITY OBLIGATIONS HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to the parties hereunder.

21. Export Control.

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and you are not listed on any U.S. Government list of prohibited or restricted parties.

22. Discontinuance of Service.

Licensor reserves the right to modify or discontinue, temporarily or permanently, any portion of the Software without prior notice. Licensee agrees that Licensor shall not be liable to you or to any third party for any modification or discontinuance of any portion of the Software.

23. Changes.

This Agreement may not be amended or modified, and no new or additional terms or conditions may be imposed in the absence of a written amendment hereto agreed and executed by both parties.

24. Miscellaneous.

- a. Relationship of the Parties. Licensee acknowledges that its business is separate and apart from the Licensor's business. Nothing contained in this Agreement may be deemed to create the relationships of employer and employee, master and servant, franchisor and franchisee,

partnership or joint venture between the parties.

- b. Licensor's Liability. Licensee acknowledges and agrees that the liability of the Licensor Parties arising under or related to this Agreement will be recoverable solely from Licensor, and Licensee agrees to look solely to Licensor for the enforcement of any judgment, award, order or other remedy under or in connection with this Agreement.
- c. Further Assurances. Each party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be necessary for the implementation or continuing performance of this Agreement.
- d. Notices. All Notices and other communications hereunder will be in writing and will be deemed given when received if (i) hand delivered; (ii) transmitted by facsimile or email; or (iii) mailed by certified or registered mail, return receipt requested, or dispatched by expedited delivery service to the respective addresses as either Party may designate.
- e. Jurisdiction; Choice of Law. This Agreement will be governed by and construed under the laws of the United States of America and, to the extent not inconsistent therewith, the laws of the State of Illinois without regard to conflicts-of-laws principles that would require the application of any other law. Any proceeding arising out of or relating to this Agreement must be brought in the courts of Cook County, Illinois and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding will be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. In any action at law or in equity to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.
- f. Waiver; Remedies Cumulative. Except as otherwise provided herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law: (i) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by a party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by such party; (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.
- g. Assignments and Successors. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

- h.** Third-Party Beneficiary. Notwithstanding any provision to the contrary and for the avoidance of doubt, Licensor's third-party suppliers are third party beneficiaries of Licensor's disclaimers and limitations of liability set forth in Sections 19 and 20 of this Agreement.
- i.** Costs, Expenses and Attorneys' Fees. Licensee shall reimburse Licensor for all reasonable costs (including attorneys' fees) incurred by Licensor in collecting late payments from Licensee. If either party commences any action or proceeding against the other to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from losing party (in addition to any other damages) the actual costs, expenses and attorneys' fees (including all related costs and expenses), incurred by the prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.
- j.** Separability. No part of the Agreement shall be construed as to create a partnership or joint venture between the parties hereto.
- k.** Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- l.** Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. Unless expressly indicated otherwise, all references to "Sections" refer to the corresponding Sections of this Agreement.
- m.** Acknowledgement. Licensee acknowledges that: (a) Licensee has read and understands this Agreement; (b) Licensee had an opportunity to have its legal counsel review this Agreement; and (c) that this Agreement has the same force and effect as a signed agreement.