



Source Code License Agreement

This Source Code 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 José, CA 95138-1018, USA (“**Licensor**”), and the legal entity (“**Licensee**”) identified in the applicable Order. Each of Licensor and Licensee a “**Party**”, and together, the “**Parties**”.

There shall be no force or effect to any different or additional or pre-printed terms of any Licensee purchase order, confirmation or similar form even if signed by the Parties after the date hereof.

1. Definitions. Capitalized terms not otherwise defined, shall have the meaning set forth below.

“**Advanced Porting Kit**” means Source Code that may be provided to allow the Software to function on a specific computing device, board or target platform.

“**Authorized Users**” has the meaning set forth in Section 2.4(i).

“**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.

“**Documentation**” means Licensor’s user manuals, handbooks, installation guides, API and programming guides, and code comments relating to the Software or the Source Code provided by Licensor to Licensee either electronically or in hard copy form.

“**Executable Code**” means computer programming code in binary form suitable for machine execution by a processor without the intervening steps of interpretation or compilation.

“**Lynx Development Software License Agreement**” means a Lynx Development Software License Agreement governing the use of the Software. The Lynx Development Software License Agreement underlies this Agreement.

“**Lynx Production License Agreement**” means a Lynx Production License Agreement authorizing the reproduction, distribution, sale, deployment and sublicense of the binary runtime system image (a System Runtime Package “SRP” and/or a kernel downloadable image “KDI”). Licensee must possess an active Lynx Development Software License in order to purchase or deploy a Lynx Production License.

“**Lynx Project Certification License Agreement**” means a Lynx Project Certification License Agreement governing the use of the Lynx software in a system which has undergone, or will undergo, certification of such software to safety and/or security standards which are defined by a government agency or private/public consortium.

“**Order**” means an ordering document for Licensee’s license to use the Software pursuant to a Lynx Development Software License Agreement that incorporates this Agreement by reference and is executed by both Parties.

“**Purpose**” means: (a) use of the Source Code solely for Licensee’s internal business purposes and not for 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.

“**Software**” means the computer programs, in Executable Code and Source Code, described in the applicable Order, including any Updates provided to Licensee 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.

“**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 Licensor makes available to all licensees of the Software.

2. License.

2.1. License Grant. Subject to, and conditioned upon, Licensee’s payment of applicable Fees and compliance with the terms and conditions of this Agreement, including having a current Lynx Development Software License Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-sublicensable, and non-transferable (except in compliance with Section 10.7), without the right to distribute, license during the Term to:

(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 Derivatives solely for the Purpose;

(iii) extend hardware support by developing, modifying, or optimizing processor support packages, Advanced Porting Kits, board support packages, and/or device drivers, provided that Lynx supports the CPU architecture or instruction set with a corresponding Lynx binary product release;

(iv) 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 by a corresponding valid Lynx Development Software License Agreement, and who are subject to confidentiality terms consistent with the terms of this Agreement; and

(v) provided that Licensee has a valid Lynx Project Certification License Agreement, allow read-only access for government evaluation and certification authorities only at an authorized site as specified in an Order. For the avoidance of doubt, Licensee shall not provide copies of the Software Source Code to government evaluation and certification authorities.

2.2. Restrictions. Licensee shall not use the Software, the Source Code, 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, Licensee shall not at any time without written approval by Licensor, directly or indirectly:

(i) incorporate the Software, Source Code, Documentation or the architecture, design or implementation approach that is embodied within the Source Code into non-Lynx commercial or open source software or projects;

(ii) remove any proprietary notices from the Software, the Source Code, or the Documentation;

(iii) use the Software, the 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; or

(iv) distribute, transfer, disclose, or otherwise make available the 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);

(v) without a valid Lynx 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;

(vi) copy the Software, Source Code or the Documentation to any portable media;

(vii) publish any portion of the Software, Source Code, Documentation, comments, notes, observations, reports that reference the Source Code or results of any benchmark testing or comparative or competitive analyses of the Source Code to any third party.

2.3. Reservation of Rights. Licensors reserves all rights not expressly granted to Licensee 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 Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software or the Source Code.

2.4. Licensee Responsibilities.

(i) General. Licensee is responsible and liable for all uses of the Software, the Source Code, and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Licensee is responsible for all acts and omissions of its employees, consultants, contractors, and other representatives (the "**Authorized Users**"), and any act or omission by any Authorized User that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall take 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 the Source Code, and shall cause such Authorized Users to comply with such provisions.

(ii) Third-Party Products. Licensors 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.

(iii) Prohibition against Copyleft licenses. Licensee agrees not to include within Derivatives or use with the Source Code, 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, Licensee 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.

2.5. Support. This Agreement does not entitle Licensee to any support for the Software or the Source Code. Support for the Source Code shall be governed by the terms and conditions in the relevant Lynx Support Services Agreement. Licensors shall have no obligation to provide support for any Source Code that has been modified by Licensee.

3. Fees and Payment.

3.1. Fees. Licensee shall pay Licensors the applicable license fees ("**Fees**") set forth in the applicable Order without offset or deduction.

3.2. Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee 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 Licensee hereunder, other than any taxes imposed on Licensor's income.

3.4. Late Payments. If Licensee fails to make any payment when due, including payments of Fees or Royalties, in addition to all other remedies that may be available: (a) Licensor 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) Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor 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, Licensor may prohibit access to the Software or the Source Code until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the Software or the Source Code.

3.5. Auditing Rights and Required Records. Licensee 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. Licensor may, at its own expense, on reasonable prior notice, periodically inspect and audit Licensee's records with respect to matters covered by this Agreement; provided that if such inspection and audit reveals that Licensee has underpaid Licensor with respect to any amounts due and payable under this Agreement, including any Fees, Licensee shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 3.4. Licensee shall pay for the costs of the audit if the audit determines that Licensee's underpayment equals or exceeds five percent (5%) for any quarter. Such inspection and auditing rights will extend throughout the Term.

4. Confidential Information.

4.1. Confidential Information. Licensee and Licensor 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 (i) the Software or any portion thereof, including any software in Executable Code; (ii) all Source Code files, which are a trade secret of Licensor; (iii) the non-public portions of the Documentation; (iv) any fee and/or revenue reports provided from one party to the other party; and (v) 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. Restrictions. During the Term of this Agreement and thereafter, the Recipient agrees (i) 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; (ii) not to divulge any Confidential Information or any information derived therefrom 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 (iii)

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. Licensor may keep Confidential Information for as long as required by applicable law, rule or regulation.

4.3. Exclusions. The restriction imposed by Section 4.2 shall not apply to any Confidential Information that the Recipient can show (i) 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; (ii) was rightfully in its possession or known by it prior to receipt from or disclosure by the Discloser without an obligation of confidentiality; (iii) was rightfully disclosed to the Recipient by a third party having no obligation of confidentiality; (iv) was independently developed by the Recipient without use of or reference to any Confidential Information of the Discloser; (v) is required by the order of a court or regulatory agency to be disclosed, provided that for subsection (v), 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. Survival. 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. Intellectual Property Ownership; Feedback.

5.1. Software and Source Code. Licensee acknowledges and agrees that, as between Licensee and Licensor, Licensor owns all legal right, title, and interest, including all intellectual property rights, in and to the Software, the Source Code, 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. Derivatives. Licensee agrees that Licensor owns all intellectual property rights in the Derivatives of the Software. By this Agreement, Licensor grants to Licensee a nonexclusive, worldwide, royalty-free, license to use and copy for the Purpose, the Derivatives in any manner and on any media Licensee chooses. Derivatives are subject to the restrictions of Section 2.2. In no event is Licensee required under this Section 5.2 to deliver to Licensor any Derivatives.

5.3. Feedback. If Licensee or any of its Authorized Users sends or transmits any communications or materials to Licensor suggesting or recommending changes to the Software, the Source Code, or the Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Licensor is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Licensee hereby assigns to Licensor on Licensee's behalf, and on behalf of its Authorized Users, all right, title, and interest in, and Licensor 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 Licensor is not required to use any Feedback.

6. Warranty Disclaimer.

THE SOFTWARE, THE SOURCE CODE, AND THE DOCUMENTATION ARE PROVIDED “AS IS”, AND LICENSOR 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 COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR 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. Licensor Indemnification. Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys’ fees) (“**Losses**”) incurred by Licensee resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Software, the Source Code, or the Documentation, or any use of the Software, the Source Code, or the Documentation in accordance with this Agreement, infringes or misappropriates such third party’s US copyrights or trade secrets, provided that Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.

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

(ii) This Section 7.1 will not apply to the extent that the alleged infringement arises from: (a) use of the Software or the Source Code in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing; (b) modifications to the Software or the Source Code not made by Licensor; (c) use of any version other than the most current version of the Software, the Source Code, or Documentation delivered to Licensee; or (d) Third-Party Products.

7.2. Licensee Indemnification. Licensee shall indemnify, hold harmless, and, at Licensor’s option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee’s, or any Authorized User’s: (i) gross negligence or willful misconduct; (ii) use of the Software, the Source Code, or the Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of the Software or the Source Code in combination with data, software, hardware, equipment or technology not provided by Licensor or authorized by Licensor in writing; (iv) modifications to the Software or the Source Code not made by Licensor; or (v) use of any version other than the most current version of the Software, the Source Code, or the Documentation delivered to Licensee; provided that Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor 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. Sole Remedy. 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 LICENSOR 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 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. Term. This Agreement becomes effective upon the execution of an Order and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect for as long as the term of the corresponding Lynx Development Software License Agreement remains in force. Upon termination of the corresponding Lynx Development Software License Agreement, this Agreement will automatically terminate.

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

(i) Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (a) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Licensor's delivery of written notice thereof; or (b) breaches any of its obligations under Section 2.2 or Section 4;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) 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; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) 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. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the licenses granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 4, Licensee shall, within 5 days of termination, cease using and delete, destroy, or return all copies of the Software, the Source Code and the Documentation and certify in writing to the Licensor that the Software, the Source Code and the Documentation has been deleted or destroyed. No expiration or termination will (i) affect Licensee's obligation to pay all Fees that may have become due before such

expiration or termination, or (ii) entitle Licensee to any refund.

9.4. Survival. Sections 1, 2.2, 4, 5, 6, 7, 8, 9.3, 9.4, and 10 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

10. Miscellaneous

10.1. Entire Agreement. 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, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

10.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be 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: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

10.3. Force Majeure. 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, 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. Amendment and Modification; Waiver. Licensor may change, update, add or remove provisions of this Agreement at any time by posting the updated Agreement on its portal or website. Licensor will ask for Licensee’s express consent to the updated Agreement when and where legally required to do so. If Licensee does not agree with the updated Agreement, Licensee must stop using the Software. Continued use of the Software following notice of any such modifications indicates Licensee 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, (i) 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 (ii) 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 Delaware 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 Delaware. 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. Licensee 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 Licensor. 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. Licensee 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. Licensee 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.

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 Licensee is an agency of the US Government or any contractor therefor, Licensee 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. Equitable Relief. 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 Licensee, Section 2.2, 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.