Numurus Software License Terms

Last Published: April 24th, 2024

These Software License Terms (these "**Terms**") govern Customer's use of the Numurus Software and are attached to, and made part of, that certain Order for Numurus Software between Numurus and Customer.

1.   Definitions.

        (a)   "**Agreement**" means the Order together with these Terms and any additional terms and conditions referenced therein or attached thereto.

        (b)   "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Numurus Software under the rights granted to Customer pursuant to the Agreement.

        (c)   "**Customer**" means anyone accessing, using, or distributing Numurus software in Source-Code or image form.

        (d)   "**Derivative Work**" means any modification or enhancement to, or any new work based on, in whole or in part, the Numurus Software to the extent such modification, enhancement or new work is defined as a "derivative work" in 17 U.S.C. Section 101.

        (e)   "**Documentation**" means Numurus' documentation relating to the Numurus Software provided by Numurus to Customer from time to time, whether electronically or in hard copy form.

        (f)   "**Numurus Software**" means the Numurus software product(s) in source code form identified in the applicable Order, and any component thereof or updates thereto.

        (g)   "**Numurus Technology**" means the Numurus Software, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing.

        (h)   "**Order**" means the ordering document executed by the parties that specifies, among other things, the type of Numurus Software being licensed hereunder, the applicable license term and the price and payment terms for the Numurus Software.

        (i)   "**Third-Party Products**" means any third-party software, products or services (including free or open source software) used by Customer in connection with its use of the Numurus Software.

        (j)   "**Source-Code**" means a program files and programming statements that are created by a programmer with a text editor or a visual programming tool and then saved in a file and directly viewable or editable by a human.

(k)   "**System Image**" means a single file representation of the Numurus Software (in a file format such as ".iso", ".img", or ".bin") with which the Numurus Software may be written directly to a computer data storge medium, but through which the Numurus Software itself is not directly viewable or editable by a human.

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2. Access and Use.

(a) Use of Numurus Software. Numurus Software is provided under both "Open-Source" and "Commercial" license options as detailed in section 2(b) of this license agreement.

(b) Use Restrictions. Numurus makes available Numurus Software through three license options, an "Open-Source" "Clause-3 BDS" license for software in Source-Code format, and two "Commercial License" options that include a "Professional" license and an "Enterprise" license that cover both Software in Source-Code format and Numurus developed pre-built System-Image files. Numurus software used under an Open-Source license is limited to use solely to the extent the software is incorporated into a Customer's product, including product software update packages, and excludes the sale, lease, or sub-licensing of software in Source-Code or System-Image form. Numurus software used under a Commercial Professional License is provided on a per-device license grant and is limited to use solely to the extent the software is incorporated into a Customer's product, including product software update packages, and excludes the sale, lease, or sub-licensing of software in Source-Code or System-Image form. Numurus Software used under a Commercial Enterprise license is provided on a per-product-line license grant and permits the use, sale, lease, and sub-licensing of software for a specific product-line as long as the Customer's Enterprise agreement is valid and in good order. Customer's Commercial License details will be identified in an applicable Order. Customer will not (i) remove any proprietary notices from the Numurus Software or Documentation; (ii) use the Numurus Software or 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 that violates any applicable law; (iii) use the Numurus Software in a manner that competes, directly or indirectly, with Numurus; or (iv) use or comingle the Numurus Software with any Third-Party Product that could trigger an open-source/share-alike obligation. Commercial License(s) are subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of the Agreement.

(c) Documentation License. Subject to the terms and conditions contained in the Agreement, Numurus hereby grants Commercial Customers a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Numurus Software.

(d) Provision of Access. Numurus will provide Commercial Customers with the necessary information for accessing the Numurus Software and Documentation, including any updates thereto.

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

(f) Suspension. Numurus may temporarily suspend Customer's or any Authorized User's right to use its software if: (i) Numurus determines that (A) there is a threat or attack on any of the Numurus Technology; (B) Customer's or any Authorized User's use of the Numurus Software or Technology disrupts or poses a security risk to the Numurus Software or Technology or to any other customer or vendor of Numurus; (C) Customer, or any Authorized User, is using the Numurus Software or Technology for fraudulent or illegal activities; (D) Customer has ceased to conduct its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Numurus' provision of the Numurus Software to Customer or any Authorized User is prohibited by applicable law; or (ii) in accordance

with Section 5(a)(iii) (any such suspension described in subclause (i) or (ii), a "**Suspension**"). Numurus will use commercially reasonable efforts to provide written notice of any Suspension to Customer. Numurus will use commercially reasonable efforts to resume providing access to the Numurus Software as soon as reasonably possible after the event giving rise to the Suspension is cured. Numurus will have no liability for any damage, liabilities, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Suspension including, but not limited to, business interruption, loss of data, inability to access data, or lost profits.

3.   Customer Responsibilities. Customer is responsible and liable for all use of the Numurus Software and Documentation provided to Customer hereunder, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement, including, without limitation use in connection with Third-Party Products. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, including any disclosure of passwords or access control mechanisms, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer.

4.   Fees and Payment.

        (a)   Fees. Commercial License Customers will pay Numurus the fees ("**Fees**") as set forth in the Order without offset or deduction. Customer will make all payments hereunder in US dollars on or before the due date set forth in the Order. If Customer fails to make any payment when due, without limiting Numurus' other rights and remedies: (i) Numurus 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; (ii) Customer will reimburse Numurus for all reasonable costs incurred by Numurus in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Numurus may suspend Customer's and its Authorized Users' right to access the Source Code Repository until such amounts are paid in full. After the Initial Term, Numurus may increase the Fees for each Renewal Term by providing written notice to Customer at least 90 days prior to the commencement of such Renewal Term, and the Order will be deemed amended accordingly.

        (b)   Taxes. All Fees and other amounts set forth in any Order are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Numurus' income.

5.   Auditing Rights and Required Records. Commercial Enterprise License Customers will maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of the Agreement (solely with respect to matters necessary for accurately determining amounts due hereunder or compliance with the terms of the Agreement). Numurus may, at its own expense, on reasonable prior notice, once in any 12-month period, inspect and audit Customer's records solely with respect to matters covered by the Agreement. If such inspections and/or audits reveal that Customer has failed to comply with the terms of the Agreement, Customer will pay for the costs of the audit. Such inspection and auditing rights will extend throughout the Term of the Agreement and for a period of two years after the termination or expiration of the Agreement.

6.   Confidential Information; Security.

(a)   Confidential Information. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**").   Numurus Software or Technology and any derivatives thereof constitutes Numurus' Confidential Information. Confidential Information does not include information that is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party will not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that, to the extent permissible under applicable law, the party making the disclosure pursuant to the order will first give written notice to the other party and permit the other party, at its discretion, to seek a protective order; or (ii) to establish a party's rights under the Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party will promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, including any derivatives thereof, or destroy all such copies and derivatives, and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information will survive any termination or expiration of the Agreement.

(b)   Security. Customer acknowledges that Numurus does not host, and has no access to, customer data unless Customer separately discloses such customer data to Numurus outside of the Numurus Software. Therefore, except for the confidentiality obligations set forth above, Numurus has no obligations to Customer or liability with respect to any customer data.

7.   Intellectual Property Ownership; Feedback.

(a)   Numurus Technology. Customer acknowledges that, as between Customer and Numurus, Numurus owns all right, title, and interest, including all intellectual property rights, in and to the Numurus Technology.

(b)   Reference Program. Customer grants Numurus the right to use its name, logo, and a description of its use case to refer to it on Numurus' website, earnings release and calls, marketing or promotional materials, subject to Customer's standard trademark usage guidelines that Customer provides to Numurus from time-to-time. Customer may opt out of the foregoing right upon 30 days' written notice to Numurus.

(c)   Feedback. If Customer or any of its employees, Authorized Users, contractors, or agents provides any suggestions or recommendations for changes to the Numurus Technology, including but not limited to, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Numurus is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Numurus on Customer's behalf, and on behalf of its employees, Authorized Users, contractors, and agents, all right, title, and interest in and to the Feedback, and Numurus 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 Numurus is not required to use any Feedback.

8.   Limited Warranty and Warranty Disclaimer. THE NUMURUS TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE" AND NUMURUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NUMURUS 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. NUMURUS MAKES NO WARRANTY OF ANY KIND THAT THE NUMURUS TECHNOLOGY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER NUMURUS SOFTWARE, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

ADDITIONALLY, THE NUMURUS SOFTWARE WAS NOT DEVELOPED OR INTENDED FOR USE IN ANY APPLICATION IN WHICH A SERVICE INTERRUPTION, DEFECT, ERROR, OR OTHER FAILURE OF THE NUMURUS SOFTWARE COULD RESULT IN THE DEATH OR SERIOUS BODILY INJURY OF ANY PERSON OR IN PHYSICAL OR ENVIRONMENTAL DAMAGE ("**HIGH-RISK USE**"). ACCORDINGLY, IF CUSTOMER ELECTS TO USE THE NUMURUS SOFTWARE FOR A HIGH-RISK USE, IT DOES SO AT ITS OWN RISK.

9.   Indemnification.

         (a)   Numurus Indemnification.

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

                  (ii)   If such a Third-Party Claim is made or appears possible, Numurus may, in its sole discretion, (A) modify or replace the Numurus Software, or component or part thereof, to make it noninfringing, or (B) obtain right sufficient for Customer to continue using the Numurus Software in accordance with the Agreement. If Numurus determines that neither alternative is reasonably available, Numurus may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

                  (iii)   This Section 10(a) will not apply to the extent that the Third-Party Claim arises from: (A) use of the Numurus Software in combination with data, software, hardware, equipment, or technology not provided by Numurus or authorized by Numurus in writing; (B) modifications to the Numurus Software not made by Numurus; (C) customer data; (D) use of the Numurus Software in a manner that breaches the terms of the Agreement or is inconsistent with the Documentation; or (E) Third-Party Products. Additionally, Numurus will have no liability for any Third-Party Claim that could have been avoided by the use of then-current updates or maintenance release made available to Customer in the Source Code Repository or otherwise, or if the Customer had followed Numurus' reasonable written instructions.

         (b)   Customer Indemnification. Customer will indemnify, hold harmless, and, at Numurus' option, defend Numurus from and against any Losses resulting from any Third-Party Claim that the Customer's exercise of its rights with respect to the Numurus Software or Documentation infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on

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Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Numurus Software in a manner not authorized by the Agreement or inconsistent with the Documentation; (iii) use of the Numurus Software in combination with data, software, hardware, equipment, or technology not provided by Numurus; (iv) High-Risk Use of the Numurus Software (including any claims of strict liability); or (v) modifications to the Numurus Software not made by Numurus, provided that Customer may not settle any Third-Party Claim against Numurus unless Numurus consents to such settlement, and further provided that Numurus 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.

(c) <u>Sole Remedy</u>. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND NUMURUS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE NUMURUS SOFTWARE INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL NUMURUS' LIABILITY UNDER THIS SECTION 9 EXCEED TWO TIMES THE AMOUNT PAID FOR THE NUMURUS SOFTWARE IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. <u>Limitations of Liability</u>. IN NO EVENT WILL NUMURUS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND 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 NUMURUS SOFTWARE, IN EACH CASE REGARDLESS OF WHETHER NUMURUS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL NUMURUS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCLUDING NUMURUS' LIABILITY SET FORTH IN SECTION 9(c), EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO NUMURUS UNDER THE AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $250,000.00, WHICHEVER IS LESS.

11. <u>Term and Termination</u>.

(a) <u>Term</u>. The term of the Agreement begins on the effective date set forth in any applicable Order and will continue for the term set forth on the Order (or, if no term is listed, until the Agreement is otherwise terminated in accordance with Section 11(b)) (the "**Initial Term**"). Following the Initial Term, subscription-based Agreements will automatically renew for successive terms equal in length to the Initial Term, until the Agreement is otherwise terminated in accordance with Section 11(b) or either party gives the other party written notice of nonrenewal at least 60 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) <u>Termination</u>. In addition to any express termination right set forth in the Agreement:

(i) Numurus may terminate the Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Numurus' delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(b) or Section 0;

(ii) each party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of

cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii)   each party may terminate the 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.

(c)   Effect of Expiration or Termination. For Commercial License agreements, upon expiration or earlier termination of the Agreement, Customer will immediately discontinue use of the Numurus Software or Technology and, without limiting Customer's obligations under Section 0, Customer will delete, destroy, or return all copies of the Numurus Software or Technology and any derivatives thereof and certify in writing to Numurus that the Numurus Software or Technology and such derivatives have been deleted or destroyed; provided, however, that Customer is not obligated to delete, destroy or return any copies of the derivatives of the Numurus Software that has been, at the time of expiration or earlier termination, incorporated into a Customer product in System Image form only. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d)   Survival. This Section 11(d) and Sections 1, 2(b), 4, 6, 0, 7, 8, 9, 10, 11(c) and 12 survive any termination or expiration of the Agreement. No other provisions of the Agreement survive the expiration or earlier termination of the Agreement.

12.   Miscellaneous.

(a)   Entire Agreement. The 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 the 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 terms and provisions of the Agreement and any other documents incorporated in the Agreement by reference, the following order of precedence governs: (i) first, the Order; (ii) second, these Terms; and (iii) third, any other documents incorporated by reference in these Terms or the Order.

(b)   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 in the Order (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), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(c)   Force Majeure. In no event will Numurus be liable to Customer, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Numurus' reasonable control (whether or not foreseeable), 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, pandemic or health crisis, other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposition of an embargo, or any requirement to suspend or reduce operations in order to protect the safety of people or to protect the environment.

(d)   Amendment and Modification; Waiver. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each party. 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 the Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the 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.

(e)   Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the 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 will negotiate in good faith to modify the Agreement so as to effect their original intent 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. (f) Governing Law; Submission to Jurisdiction. The Agreement is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to its choice or conflict of law provisions or rules. Any legal suit, action, or proceeding arising out of or related to the Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in King County, Washington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

(g)   Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, including, without limitation, by way of merger, reverse triangular merger, equity sale or other similar transaction, without the prior written consent of Numurus. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. The Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

(h)   Export Regulation. Customer will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Numurus Software or Documentation outside the US.

(i)   US Government Rights. Each of the Documentation and the software components that constitute the Numurus Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Numurus Software and Documentation as are granted to all other end users, 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 users and their contractors.

(j)   Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 0 or, in the case of Customer, Section 2(b), 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 and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k)   Counterparts. The Agreement may be executed in counterparts, including counterparts delivered electronically, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(l)   Language. The Agreement is in the English language only, which language will be controlling in all respects. All versions of the Agreement, if any, in any other language will be for convenience only and will not be binding on the parties. All communications and notices made or given under the Agreement, and any documentation and support to be provided will be in English unless otherwise noted.