

NORTHWOODS SOFTWARE CORPORATION

Software License Agreement

This Software License Agreement (this “**Agreement**”) is a legal agreement between Northwoods Software Corporation, a New Hampshire corporation (“**Northwoods**”), and you, either an individual or a single entity. This Software License Agreement sets forth the terms and conditions under which Northwoods grants to you a license to use one or more computer software products of Northwoods and Northwoods’ related documentation therefor. Certain capitalized terms used in this Agreement are defined in Section 1.0 below.

Each Licensed Product is identified in a License Certificate issued by Northwoods to you. If two or more Licensed Products are listed on a License Certificate, the License shall apply to each such Licensed Product.

This Agreement sets forth the terms and conditions applicable to your License of the Licensed Software and the Documentation. Please note that, as more particularly set forth in this Agreement, certain of the terms and conditions set forth in this Agreement may not be applicable to your License, depending on the type of License that you purchased and the terms of your License Certificate.

*** IMPORTANT NOTICE ***

BY INSTALLING, COPYING, OR OTHERWISE USING ANY OF THE LICENSED SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD NOT INSTALL ANY OF THE LICENSED SOFTWARE.

NOTE: Unless you have purchased an OEM License or an Internal Use License, your usage of any Licensed Software and related Documentation is governed by an Evaluation License.

In addition to the foregoing, the terms and conditions of this Agreement include the following:

1.0 DEFINITIONS

The following terms and variations thereof shall have the following meanings:

“**Agreement**” means this Software License Agreement between Northwoods and Customer.

“**Customer**” means you, the individual or single entity in whose name the License Certificate was issued.

“**Developer**” means, with respect to a particular Licensed Product, an Internal User who (a) is a member of the Licensed Group for such Licensed Product and (b) uses such Licensed Product to develop one or more Licensed Applications.

“**Documentation**” means, with respect to any Licensed Software, such assistance manuals, online help files, release notes, Sample Code, or other materials, in printed or electronic form, including any Updates thereof, that may be provided by Northwoods to assist a Developer in the use of such Licensed Software.

“**Domain Name**” means a unique name that identifies an Internet resource, such as a web site (e.g., www.nwoods.com).

“**Evaluation License**” means a License permitting Customer to use a Licensed Product in accordance with the provisions of Section 2.1.1(a) below and the further terms and conditions of this Agreement.

“**External User**” means someone other than an Internal User.

“**Intellectual Property Right**” means any U.S. or foreign patent, copyright, trade secret, trademark, industrial property, or other proprietary or intellectual property right of any kind.

“**Internal Use License**” means a License permitting Customer to use a Licensed Product in accordance with the provisions of Section 2.1.1(b) below and the further terms and conditions of this Agreement.

“Internal User” means an employee or contractor of Customer. For purposes hereof, “contractor” means someone who is not an employee of Customer but who is under contract with Customer to perform services of a type that otherwise might be performed by an employee of Customer.

“License” means Northwoods’ grant to you of a non-exclusive, non-transferable right to use a Licensed Product, subject to and in accordance with the terms and conditions of this Agreement. There are three different types of Licenses - an Evaluation License, an Internal Use License, and an OEM License.

“License Certificate” means, with respect to a particular Licensed Product that is licensed by Northwoods to Customer under this Agreement, a certificate issued by Northwoods to Customer that identifies the applicable Licensed Software and the License-Specific Terms applicable to Customer’s use of such Licensed Product.

“License Effective Date” means the date on which Customer first installs any Licensed Software on a computer for evaluation purposes, or, if the Customer purchased an Internal Use License or an OEM License, the date on which Customer placed the order therefor.

“License-Specific Terms” means, with respect to a particular Licensed Product that is licensed by Northwoods to Customer under this Agreement, the identity of the applicable Licensed Software that is part of such Licensed Product together with certain additional licensing terms applicable to Customer’s use of such Licensed Product that are set forth in the License Certificate for such Licensed Product. The License-Specific Terms are recorded in Northwoods’ records. In the event of any inconsistency between the License-Specific Terms contained in Northwoods’ records and the License-Specific Terms stated in any printed, electronic, or other copy of a License Certificate (whether due to an alteration of such License Certificate or other cause), the License-Specific Terms contained in Northwoods’ records shall be controlling.

“License Term” means the duration of the License, which depends on the type of License and the License-Specific Terms, all as more particularly set forth in this Agreement.

“Licensed Application” means a software application (including Redistributables) developed by a Developer by use of the Licensed Software. The License-Specific Terms may further define what constitutes a Licensed Application.

“Licensed Application End User” means an authorized user of a Licensed Application.

“Licensed Domain” means a Domain Name from which a Licensed Application End User is able to access a Licensed Application via the Internet. For the avoidance of doubt, if two or more Domain Names identify the same web site or other Internet resource (i.e., there is a single primary Domain Name from which a Licensed Application End User is able to access a Licensed Application via the Internet and there are also one or more alias Domain Names that point to that same primary Domain Name), then there will only be considered to be one Licensed Domain and the alias Domain Name(s) will not be counted.

“Licensed Group” means, with respect to a particular Licensed Product, such Internal Users who are permitted to be Developers for such Licensed Product, as set forth in the License Certificate for such Licensed Product. By way of examples, if the License Certificate for a Licensed Product states that the Licensed Group for such Licensed Product (a) is a particular business unit within Customer, only an Internal User within such business unit may be a Developer for such Licensed Product, or (b) is unlimited, any Internal User of Customer may be a Developer for such Licensed Product, in both cases subject to such additional limitations as are otherwise set forth in this Agreement and the applicable License Certificate (including any limitation on the number of Developers who may develop Licensed Applications for such Licensed Product).

“Licensed Product” means, collectively, Licensed Software that is licensed by Northwoods for use by Customer under this Agreement and the related Documentation for such Licensed Software.

“Licensed Software” means any Northwoods’ computer software product licensed for use under this Agreement, including any Updates of such computer software product that may be supplied to Customer by Northwoods. The Licensed Software is identified in the License-Specific Terms.

“Northwoods” means Northwoods Software Corporation, a New Hampshire corporation, and its successors and assigns.

“Object Code” means, with respect to software, an encoded form of such software that allows such software to be used on a computer, but which is not intended to allow such software to be enhanced or otherwise modified.

“OEM License” means a License permitting Customer to use a Licensed Product in accordance with the provisions of Section 2.1.1(c) below and the further terms and conditions of this Agreement.

“Redistributables” means (a) the Object Code form of portions of the Licensed Software, which portions are described as such in the Documentation and are usually provided as Dynamic Link Libraries (DLL’s), tar files, zip files, JAR files, or obfuscated javascript files (depending on the specific product), and (b) also the Source Code or Object Code form of the Sample Code as originally supplied to, or as modified by, Customer. For the avoidance of doubt, obfuscated javascript files are considered to be Object Code and not Source Code.

“Sample Code” means the Source Code version of the computer software supplied by Northwoods and described as “sample code” in the Documentation, which computer software is intended to illustrate how to use the Licensed Software. For the avoidance of doubt, Sample Code is part of the Documentation and not part of the Licensed Software.

“Source Code” means, with respect to software, an encoded form of such software that allows a software developer to enhance and otherwise modify such software and that can be used, with certain software development tools, to produce Object Code.

“Trial Period” means, with respect to an Evaluation License, a period of thirty (30) days following the License Effective Date therefor or such longer period of time, if any, as may be specified as the License Term for such Evaluation License in the License-Specific Terms therefor.

“Update” means any bug fix, correction, patch, workaround, enhancement, release, version, or other update of a Licensed Product provided by Northwoods to Customer after the initial delivery of such Licensed Product.

2.0 LICENSE PROVISIONS

2.1 License Grant and Restrictions

2.1.1 Subject to the further terms and conditions of this Agreement, Northwoods grants to Customer a worldwide License to use each Licensed Product, as follows:

- (a) Evaluation License. If the License is an Evaluation License, then:
 - (i) Customer may only use the Licensed Product for evaluation purposes; and
 - (ii) the License Term shall commence on the License Effective Date and shall continue thereafter for the Trial Period, subject to termination of the License during the License Term as otherwise set forth in this Agreement.

The Licensed Software may include a duration limitation that tracks the License Term and may disable the Licensed Software when the License Term expires. If Customer purchases an Internal Use License or an OEM License for the Licensed Product, Northwoods will provide Customer with a software code which, when activated, will deactivate any such duration limitation.

- (b) Internal Use License. If the License is an Internal Use License, then:
 - (i) the License Term shall commence on the License Effective Date and shall continue thereafter for the period set forth in the License-Specific Terms, subject to termination of the License during the License Term as otherwise set forth in this Agreement;
 - (ii) the aggregate number of Developers who may use the Licensed Software to develop Licensed Applications is specified in the License-Specific Terms;
 - (iii) the aggregate number of Licensed Applications that such Developer(s) may develop is specified in the License-Specific Terms;
 - (iv) all Licensed Application End Users must be Internal Users;

- (v) the aggregate number of Licensed Application End Users who are authorized to use each Licensed Application is specified in the License-Specific Terms; and
 - (vi) for those Licensed Products that enable Licensed Applications to be accessed via the Internet, the aggregate number of Licensed Domains from which Licensed Application End Users may access any such Licensed Application is specified in the License-Specific Terms.
- (c) OEM License. If the License is an OEM License, then:
- (i) the License Term shall commence on the License Effective Date and shall continue thereafter for the period set forth in the License-Specific Terms, subject to termination of the License during the License Term as otherwise set forth in this Agreement;
 - (ii) the aggregate number of Developers who may use the Licensed Software to develop Licensed Applications is specified in the License-Specific Terms;
 - (iii) the aggregate number of Licensed Applications that such Developer(s) may develop is specified in the License-Specific Terms;
 - (iv) the Licensed Application End Users may be Internal Users or External Users; and
 - (v) the aggregate number of Licensed Application End Users who are authorized to use each Licensed Application is not limited; and
 - (vi) for those Licensed Products that enable Licensed Applications to be accessed via the Internet, the aggregate number of Licensed Domains from which Licensed Application End Users may access any such Licensed Application is specified in the License-Specific Terms.

For the avoidance of doubt, upon the expiration or earlier termination of the License Term (unless, and then only to the extent that, the License Term is renewed by Northwoods), (A) no further Licensed Applications may be developed, and (B) with respect to any Licensed Application that was developed prior to such expiration or termination, any Licensed Application End User who was using such Licensed Application prior to such expiration or termination may continue to use such Licensed Application after such expiration or termination, but no other Licensed Application End Users or anyone else may use such Licensed Application.

- (d) The parties agree that, for purposes of this Agreement, all Licensed Products shall be delivered by Northwoods to Customer in the State of New Hampshire.

2.1.2 Customer may make such number of copies of each Licensed Product as may reasonably be required for Customer's exercise of its License rights and for archival purposes. Each such copy shall be and remain subject to all usage and other restrictions applicable to such Licensed Product under this Agreement. All such copies are and shall remain the sole property of Northwoods and subject to this Agreement. All Intellectual Property Rights notices included in such Licensed Product must be maintained in all such copies and may not be altered or removed.

2.1.3 Customer is solely responsible for all hardware, infrastructure systems, and third party software associated with operating the Licensed Software.

2.1.4 Except as may otherwise expressly be permitted by this Agreement, and subject to such additional limitations and restrictions as are set forth in this Agreement, CUSTOMER MAY NOT:

- (a) use, copy, display, publish, or transfer any Licensed Product;
- (b) modify any Licensed Product, or create any derivative work of any Licensed Product;
- (c) reverse engineer, disassemble, decompile, or take any other action to derive the Source Code form of any of the Licensed Software;

- (d) use any Licensed Product, nor permit any Licensed Product to be used, other than by one or more Developers (the number of permitted Developers being specified in the License-Specific Terms) to develop a Licensed Application;
- (e) rent, lease, transfer, sell, sublicense, or distribute any Licensed Product thereof to any third party without the express written consent of Northwoods; for the avoidance of doubt, no time-sharing or service-sharing use of any Licensed Product by any third party is permitted;
- (f) use any Licensed Product to develop a Licensed Application unless Customer includes substantial added value in such Licensed Application in addition to the Redistributables;
- (g) use any Licensed Product to develop a Licensed Application if such Licensed Application would be competitive with such Licensed Product; nor
- (h) distribute any portion of any Licensed Product other than the Redistributables, which may only be distributed in Object Code form and only as part of a Licensed Application.

2.1.5 Except as otherwise set forth in this Section, the Licensed Software is provided and may only be used in Object Code form. If the License-Specific Terms expressly provide that any of the Licensed Software is being licensed with Source Code rights, then such Licensed Software shall also be provided and may be used in Source Code form. In such case, Customer:

- (a) may modify such Licensed Software and use the modified Licensed Software in the same fashion, and subject to the same restrictions, as the unmodified Licensed Software (however, for the avoidance of doubt, Customer shall not redistribute any Source Code); and
- (b) shall defend, indemnify, and hold harmless Northwoods and its affiliates, and its and their respective successors and assigns, and all of the respective officers, directors, employees, stockholders, managers, members, agents, and representatives of any of the foregoing (each, an “**Indemnitee**”) from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ and other professional fees) suffered or incurred by Northwoods or any other Indemnitee that arise out of or relate to any modifications of such Licensed Software made by Customer.

2.2 License Termination

2.2.1 With respect to each Licensed Product that is listed in a License Certificate, the License of such Licensed Product shall commence on the License Effective Date and shall continue thereafter for the applicable License Term, subject to earlier termination as follows:

- (a) Customer may terminate such License at any time and for any reason by written notice to Northwoods;
- (b) if Customer breaches any of its obligations under this Agreement, then such License shall automatically terminate; provided, that, if such breach is curable, then such License shall terminate if such breach is not cured by Customer within thirty (30) days of notice from Northwoods; and
- (c) if Customer is declared bankrupt, becomes insolvent, or commences liquidation or receivership proceedings, then such License may be terminated by Northwoods.

Upon termination of all License(s) granted under this Agreement, this Agreement shall automatically terminate; provided, that the following provisions of this Agreement shall survive any such termination: Sections 1.0 (to the extent that any term defined therein is used in any other Section which survives such termination), 2.2.2, 2.3, 2.4, 3.2, 4.0, 5.0, and 6.0.

2.2.2 Upon the expiration or earlier termination of such License, Customer shall:

- (a) immediately cease all use of such Licensed Product;
- (b) promptly destroy all copies (including tangible, electronic, magnetic, and other copies) of such Licensed Product; provided, that to the extent that Customer archives electronic information in the ordinary course of

its business, Customer shall not be required to destroy such electronic copies of such Licensed Product as are so included in such archives, so long as such electronic copies are not otherwise copied or used by Customer, and

- (c) promptly certify in writing to Northwoods that Customer has complied with its obligations hereunder and is no longer using or in possession of any copy of such Licensed Product.

2.3 Proprietary Rights

- 2.3.1 Each Licensed Product and all Intellectual Property Rights therein are the exclusive property of Northwoods or its licensors. All rights in and to each Licensed Product not specifically granted to Customer under this Agreement are reserved to Northwoods.
- 2.3.2 Customer shall not alter or remove any Intellectual Property Rights notices or any other legal notices contained on or in copies of any Licensed Product. If Customer is permitted by Northwoods to make any copies of any Licensed Product, Customer shall reproduce all such notices on or in all copies. The existence of any copyright notice shall not constitute publication and shall not be construed as an admission or presumption of publication of any Licensed Product.
- 2.3.3 All Updates of a Licensed Product provided by Northwoods (regardless of any payments made by Customer therefor) shall belong to and be owned by Northwoods, shall be considered to be part of such Licensed Product, and shall be licensed to Customer on the same terms and conditions as are applicable to such Licensed Product under this Agreement (including the License-Specific Terms).

2.4 Confidentiality

- 2.4.1 Customer agrees that each Licensed Product is confidential and proprietary to Northwoods. Customer agrees to hold each Licensed Product in confidence and not to disclose such Licensed Product without the prior written approval of Northwoods, except:
 - (a) to Customer's Developer(s) to whom disclosure is necessary for Customer's permitted use of such Licensed Product, provided that (i) Customer shall ensure that each such Developer agrees to comply with all of Customer's obligations under this Agreement, and (ii) the acts and omissions of Customer's Developer(s) shall be deemed to be the acts and omissions of Customer and Customer shall be responsible therefor and for any breach of this Agreement caused thereby, or
 - (b) as required by applicable law, rule, or regulation, or by an order of a court or governmental or law enforcement agency or other authority, each of competent jurisdiction, provided that Customer shall have used reasonable efforts to secure confidential treatment of any such information to be disclosed, or
 - (c) that Customer may distribute Redistributables (in Object Code form) as part of Licensed Applications as permitted by Section 2.1.
- 2.4.2 Customer shall take all reasonable steps to safeguard all copies of each Licensed Product and ensure that no persons, whether or not authorized to have access to a Licensed Product, shall take any action in violation of this Agreement.

3.0 LIMITED WARRANTY; WARRANTY LIMITATIONS AND DISCLAIMERS

3.1 Limited Warranty.

- (a) If the License is an Internal Use License or an OEM License, then Northwoods warrants (the "**Limited Warranty**") that the Licensed Software will, for a period of thirty (30) days following the date on which the Licensed Software was first delivered to Customer (the "**Limited Warranty Period**"), function substantially as set forth in the Documentation therefor. The Limited Warranty is only for the benefit of Customer. The Limited Warranty shall not apply to an Evaluation License.
- (b) Customer's sole and exclusive remedy for any breach of the Limited Warranty shall be as follows:

- (i) If the Limited Warranty is breached, Customer must, during the Limited Warranty Period, notify Northwoods in writing of the non-conformity in the Licensed Software that constitutes the breach.
 - (ii) In the event such a notification is given to Northwoods during the Limited Warranty Period, Northwoods will attempt to verify the non-conformity reported by Customer and, if verified, ascertain the reason for the non-conformity and supply a correction or bypass.
 - (iii) If Northwoods verifies the reported non-conformity but is unable to repair or replace the defective Licensed Software, or determines that such repair or replacement is impractical in Northwoods' sole judgment, then Northwoods may terminate the License by providing written notice thereof to Customer. Likewise, if Northwoods verifies the reported non-conformity but fails to repair or replace the defective Licensed Software within thirty (30) days after Northwoods' receipt of Customer's notice of the breach, then, during the continuance of such failure, Customer may elect to terminate the License by providing written notice thereof to Northwoods. In the event of any such termination, Customer shall comply with its obligations under Section 2.2.2 and, upon Northwoods' receipt of Customer's written certification pursuant to Section 2.2.2(c), Northwoods shall refund to Customer the License fee paid by Customer for the defective Licensed Product.
- (c) The Limited Warranty shall not apply if any breach of the Limited Warranty is due to: (i) the use of the Licensed Software other than in accordance with the Documentation; or (ii) any modification of the Licensed Software other than an Update provided by Northwoods during the Limited Warranty Period.

3.2 Disclaimers.

- (a) All software contains errors, and Customer acknowledges that the use of any software (including the Licensed Software) entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, NORTHWOODS MAKES NO WARRANTY THAT THE LICENSED SOFTWARE IS ERROR-FREE.
- (b) NORTHWOODS ALSO MAKES NO WARRANTY THAT ANY LICENSED PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS.
- (c) EXCEPT FOR THE LIMITED WARRANTY (WHICH APPLIES ONLY TO AN INTERNAL USE LICENSE AND AN OEM LICENSE, AND NOT TO AN EVALUATION LICENSE), EACH LICENSED PRODUCT IS PROVIDED "AS IS" AND NORTHWOODS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY LICENSED PRODUCT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NORTHWOODS DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER IMPLIED WARRANTY ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF ANY LICENSED PRODUCT.

4.0 **LIMITATION OF LIABILITY**

- 4.1 THE TOTAL LIABILITY OF NORTHWOODS UNDER THIS AGREEMENT (INCLUDING AS A RESULT OF A BREACH OF ANY OF NORTHWOODS' OBLIGATIONS HEREUNDER AND/OR FOR THE DELIVERY, USE, PERFORMANCE, OR NON-PERFORMANCE OF ANY LICENSED PRODUCT), WHETHER ARISING IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER CLAIM OR ACTION, SHALL BE LIMITED TO THE DIRECT LOSSES AND DAMAGES SUFFERED BY CUSTOMER THAT ARE OTHERWISE RECOVERABLE UNDER THIS AGREEMENT, IN AN AMOUNT NOT TO EXCEED THE SUM OF TEN DOLLARS (\$10.00).
- 4.2 NORTHWOODS NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ON NORTHWOODS' BEHALF, ANY LIABILITIES IN ADDITION TO THOSE LIABILITIES OF NORTHWOODS SPECIFICALLY SET FORTH IN THIS AGREEMENT.
- 4.3 Except as otherwise expressly set forth in Section 3.1(b)(iii), ALL AMOUNTS PAID BY CUSTOMER TO NORTHWOODS ARE NON-REFUNDABLE.

- 4.5 Customer is responsible for any and all uses of each Licensed Product (including testing of the same to determine whether it does or does not meet Customer's requirements, and in the case of the Sample Code that any Open Source Software referenced therein has acceptable license terms), and for the distribution and use of any Redistributables as part of Licensed Applications. Customer agrees that Northwoods shall have no liability or responsibility for any use of any Redistributable as part of any Licensed Application, and Customer shall defend, indemnify, and hold harmless Northwoods and all other Indemnitees from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' and other professional fees) that arise out of or relate to any such uses.
- 4.6 Customer acknowledges that the limitations on Northwoods' liability set forth in this Agreement are a material part of the consideration payable by Customer to Northwoods under this Agreement and that Northwoods would not have entered into this Agreement without such limitations.

5.0 TAXES; GOVERNMENTAL RESTRICTIONS

- 5.1 Customer is solely responsible for any and all sales, use, and other taxes and governmental charges applicable to this Agreement and/or each Licensed Product, including the transfer of any media and/or data. Notwithstanding the foregoing, in no event shall Customer be responsible for any taxes based on the net income of Northwoods.
- 5.2 Customer may not export or otherwise use any Licensed Product or any Redistributable except as authorized by United States law and the laws of the jurisdiction(s) in which such Licensed Product or Redistributable is to be used. In particular, but without limitation, no Licensed Product or Redistributable may be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Customer represents and warrants that Customer is not located in any such country or on any such list.
- 5.3 If any Licensed Product is licensed to or for use by the U.S. Government or any agency thereof, the following provisions shall apply: Such license and usage rights include only those rights expressly set forth in this Agreement (which are the rights customarily provided by Northwoods to the public) and do not include any additional rights to use, modify, reproduce, release, perform, display, or disclose any Licensed Product or Redistributable. All Licensed Software and Redistributables are "Commercial Computer Software", and all Documentation is "Commercial Computer Software Documentation", within the meaning of the applicable civilian and military Federal acquisition regulations and any supplement thereto. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Northwoods to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be executed and delivered by Northwoods and the government agency. The contractor/manufacturer is Northwoods Software Corporation, 142 Main Street, Nashua, New Hampshire, USA.
- 5.4 All unpublished rights are reserved under the copyright laws of the United States and all applicable foreign countries.

6.0 GENERAL PROVISIONS

6.1 Governing Law; Jurisdiction.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, USA, without reference to its conflict of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.
- (b) The parties agree that, in the event of any action for enforcement of or breach of this Agreement, the Federal and State courts of the State of New Hampshire shall have exclusive jurisdiction over the enforcement of this Agreement, and the parties specifically consent to, and agree that they are subject to, the jurisdiction of such courts; provided, that Northwoods shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction.
- 6.2 **Notices.** Except as otherwise specifically set forth in this Agreement, all notices and other communications required to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if sent by registered or certified mail, return receipt requested, or by a nationally recognized express courier. Any such notice

(a) if given to Northwoods, shall be sent to Northwoods at its address set forth on its web site (www.nwoods.com or any successor thereto), or (b) if given to Customer, shall be sent to Customer at its address set forth in the License-Specific Terms or such other address as Customer may have notified Northwoods in writing.

- 6.3 **Assignment.** This Agreement is assignable by Northwoods. This Agreement is not assignable, in whole or in part, by Customer without the prior written consent of Northwoods, and any assignment or attempted assignment of this Agreement (including an assignment by operation of law) by Customer without such consent shall be void and shall also constitute a breach of this Agreement; provided, however, that Customer may assign this Agreement to a purchaser or other acquirer of all or substantially all of Customer's assets or business if, within thirty (30) days following such assignment, said purchaser or acquirer provides Northwoods with written notice of such permitted assignment and a written certification signed by the purchaser or acquirer agreeing to be bound by and perform all of Customer's obligations under this Agreement. This Agreement is binding on and for the benefit of Customer and its permitted successors and assigns, as well as Northwoods and its successors and assigns.
- 6.4 **Enforceability.** Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If there is any conflict between any provision of this Agreement and any statute, law, or governmental ordinance, order, rule, or regulation, the latter shall prevail; provided, that any such conflicting provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and the remainder of this Agreement shall not be affected thereby.
- 6.5 **Waiver.** The failure of any party to enforce any term or condition of this Agreement shall not constitute a waiver of such party's right to enforce such term or condition or any other term or condition of this Agreement, unless waived in writing.
- 6.6 **Force Majeure.** Neither party will be liable for any failure to perform any of such party's obligations under this Agreement (excluding, however, a party's payment obligations) due to any causes beyond such party's reasonable control, including acts of God (including earthquakes and other natural disasters), war, riot, embargoes, acts of civil or military authorities, fire, flood, accident, and strikes. In the event of any such cause, the affected party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.
- 6.7 **Interpretation.** Section headings are inserted for convenience of reference only and shall not affect the construction of this Agreement. The singular number shall include the plural, and vice versa. Any use of the word "**including**" will be interpreted to mean "including, but not limited to," unless otherwise indicated. References to any individual or entity shall be construed to mean such individual or entity and his, her, or its successors in interest and permitted assigns, as applicable.
- 6.8 **Entire Agreement.** This Agreement, including the License-Specific Terms, (a) is the entire agreement between Northwoods and Customer with respect to Northwoods' license to Customer of the Licensed Product(s) and Customer's right to use the same, and (b) supersedes all prior agreements, covenants, understandings, representations, warranties, and undertakings, whether written, electronic, or oral, between the parties regarding such matters.
- 6.9 **Amendments.** This Agreement may only be amended by a writing duly executed and delivered by each party.
- 6.10 **Publicity.** Northwoods shall be permitted to include Customer's name and logo in a list of Northwoods other customers on a Northwoods' website. Neither party may issue press releases including the other party's name without prior written consent of the other party.

Northwoods Software Corporation
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Change Notes:
Rev. A 3/25/2021 Updated only company address and copyright notice