

Software License Agreement G306

1. **Agreement.**
 - 1.1. **Agreement.** Buyer has entered into an agreement with Rapiscan Systems, Inc. or one of its subsidiaries or affiliates (as applicable, "Seller") under which Seller is to deliver software to Buyer (the "Agreement"). This Software License Agreement G306 ("License Agreement") is entered into by and between Seller (hereinafter referred to as "Licensor") and Buyer (hereinafter referred to as "Licensee") and governs the use of such software ("Software"). The Software may consist of Licensor's software products, software installed by Licensor on the security inspection equipment that Licensor has sold or delivered to Licensee, and software features and options, together with new versions or updates to any of the foregoing made available or delivered by Licensor to Licensee (the "Software").
 - 1.2. **Precedence.** With respect to Licensee's use of the Software, in the event of any conflict between the terms of the Agreement and the terms of this License Agreement (including without limitation the warranty provisions), the terms and conditions of this License Agreement shall take precedence.
 - 1.3. **Entire Agreement.** This License Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter of this License Agreement and may not be modified except in a writing signed by a duly authorized employee of Licensor and Licensee.
2. **Software License.** Subject to the terms of this License Agreement, Licensor grants to Licensee a perpetual, non-exclusive License to operate the Software, subject to the following limitations:
 - 2.1. **Internal Purposes Only.** Licensee shall use the Software for its internal purposes only and only on the security inspection equipment for which it has been designed.
 - 2.2. **No Transfer.** The license covered by this License Agreement is non-transferable except as appurtenant to a sale of the security inspection equipment on which it has been rightfully installed and provided that, in the event of any such transfer, Licensee shall ensure that the transferee agrees to be bound by this License Agreement.
 - 2.3. **Single Terminal.** Licensee is entitled to use the Software only on a single computer or terminal at any one time.
 - 2.4. **No Copies.** Licensee shall not copy the Software, except as required by normal installation procedures specified by Licensor.
 - 2.5. **No Modification.** Except to the extent permitted by applicable law notwithstanding this restriction, Licensee shall not modify, translate, decompile, disassemble or otherwise reverse engineer, or otherwise determine or attempt to determine source code or protocols from, the executable code of the Software, or create any derivative works based upon the Software, and Licensee shall not permit or authorize anyone else to do so.
 - 2.6. **Software Updates.** Should Licensor provide Licensee with any new Software versions or updates to a previous version of such Software, such new versions or updates of the Software shall be the only version that Licensee is entitled to use unless otherwise agreed in writing by Licensor, and Licensee covenants that it shall destroy or erase all Software program material and related documentation relating to the previous Software version.
3. **Delivery and Acceptance.**
 - 3.1. **Delivery.** Licensee's license to operate the Software shall commence upon the delivery of the Software from Licensor to Licensee.
 - 3.2. **Dates.** Licensor's delivery dates are estimates only. Licensor will use commercially reasonable efforts to deliver in accordance with the delivery or performance dates specified in the Agreement, but may change those dates as it deems necessary. Licensor shall not be liable for failure to deliver or perform by such dates.
 - 3.3. **Acceptance.** The Software shall be deemed accepted by Licensee upon delivery.
4. **Testing and Installation.** If testing (e.g., factory acceptance testing, site acceptance testing) and installation of the Software is included in the Agreement, Licensor shall perform such testing and installation in accordance with Licensor's standard testing and installation procedures for the Software in effect on the date of testing/installation.

5. **Warranty.**

- 5.1. **Warranty Terms.** Licensor warrants to Licensee (and to no other party) that the Software shall perform substantially in accordance with the specifications contained in Licensor's Software manual for the Software when the specified equipment on which the Software is installed is operated in accordance with Licensor's operating instructions. This warranty shall apply for a period of 90 days from initial delivery.
- 5.2. **Limitations.** The warranty contained in Section 5.1 (Warranty Terms) above shall not apply if (i) Licensor is unable to reproduce the defect or error reported by Licensee; (ii) Licensee has failed to use the Software in accordance with Licensor's manuals, instructions and/or other procedures that Licensor has made available to Licensee or that it makes available to licensees of the Software generally; (iii) Licensee has failed to report a defect or error within ten (10) days of its first occurrence and in accordance with the procedures established by Licensor to identify and report such problems to Licensor's Customer Service Department; (iv) the equipment on which the Software has been installed has been moved, without Licensor's written consent, from its original installation location (note that prior to the performance of on-site, in-warranty labor for handheld and mobile-type inspection systems, Licensor may require that Licensee deliver the system to a location that Licensor deems logistically convenient for service); (v) the area in which the equipment on which the Software has been installed is located is not, in Licensor's opinion, a safe and clean operating environment; (vi) Licensor is not granted prompt access to the equipment on which the Software has been installed upon arrival of Licensor's service engineer; (vii) the Software has been installed or modified without Licensor's prior written consent (e.g., by a technician that is not, at the time of such modification, certified by Licensor's Customer Service Department to perform such work); (viii) Licensee is requesting a password re-set; (ix) the defect or error was caused, in whole or in part, by a product, software or part not originating from Licensor; (x) the defect or error was caused, in whole or in part, by a failure to install Licensor's most recent software update within 30 days of its release by Licensor; (xi) Licensee has failed to timely pay, in whole or in part, any invoice issued by Licensor; or (xii) Licensee is in breach of the Agreement, this License Agreement or any other agreement between Licensee and Licensor (this statement shall not be construed to limit any other rights or remedies available to Licensor for any such breach).
- 5.3. **Exclusive Remedies.** Licensee must report to Licensor in writing any breach of the warranties contained in this Section 5 (Warranty) during the 90-day warranty period. Licensee's sole and exclusive remedies, and Licensor's entire liability, shall be to correct the error or defect that caused the breach of warranty or, if Licensor is unable to make the Software operate as warranted, the replacement of the defective Software or return of the license price attributable to the Software.
- 5.4. **Disclaimer of Warranties.** EXCEPT AS SET FORTH IN THIS SECTION 5, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE OR SAMPLES SUPPLIED. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE AS REQUIRED WITHOUT INTERRUPTION, DELAY OR ERROR.

6. **Ownership.**

- 6.1. **Ownership of the Software.** Licensor retains all right, title and interest, including, without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Software and any portion thereof, including, without limitation, any copy or derivative work of the Software (or any portion thereof) and any update thereto. Licensee agrees to take any action reasonably requested by Licensor to evidence, maintain, enforce or defend the foregoing. Licensee shall not take any action to jeopardize, limit or interfere in any manner with Licensor's ownership of and rights with respect to the Software, or any derivative work thereof or update thereto. Licensee shall have only those rights in or to the Software and any derivative work thereof or update thereto granted to it pursuant to this Agreement.
- 6.2. **Other Software.** The Software may utilize or incorporate code under license from third parties. The license of such third-party code to Licensee from Licensor is made subject to the terms of the license granted by the original licensor. Licensee hereby acknowledges and agrees to be bound by the terms of the license granted by the original licensor. Shrink wrap software or

software licensed directly by a third party to Licensee is subject only to the license terms provided with such software.

- 6.3. **Data Formats.** With respect to Software which has such capability, when Licensor provides the tools, training or assistance to Licensee to create new or modify existing forms, report formats, screen files, system tables, plans of care and other methods for recording and reporting information (collectively, "Data Formats"), it is Licensor's policy to share such Data Formats with other customers for their mutual benefit by including them (when possible and useful) in the Software files in the Software and Software updates and upgrades licensed to other licensees. Licensee hereby agrees to this policy and grants permission and a worldwide, unrestricted, perpetual, royalty-free license to Licensor to so provide such Data Formats to Licensor's other licensees at Licensor's discretion with the Licensee having no right or claims whatsoever thereto.

7. **Confidentiality.**

- 7.1. **Confidential Information.** The Software contains proprietary and confidential information of Licensor and its suppliers and is considered by Licensor and its suppliers to constitute valuable trade secrets. Licensee agrees that it will keep confidential the contents of the Software (including all related manuals and other documentation) and will not sell, publish, display, disclose or otherwise make the Software available to any third party except to Licensee's employees who use it on Licensee's behalf and who have agreed to maintain the confidentiality of such information on terms at least as restrictive as those contained in this License Agreement. Licensee agrees to notify Licensor of the circumstances surrounding any unauthorized access to, possession or use of any part of the Software. If any unauthorized access, possession or use occurs, Licensee covenants that it shall take, at Licensee's expense, all steps necessary to recover the Software and to prevent its subsequent unauthorized access, possession or use, including availing itself of actions for seizure and injunctive relief. If Licensee fails to take these steps in a timely and adequate manner, Licensor may take them in its own or Licensee's name and at Licensee's expense.
- 7.2. **Other Confidentiality Agreements.** Notwithstanding Section 7.1 (Confidential Information) immediately above, if Licensor and Licensee have entered into a separate confidentiality or non-disclosure agreement designed to protect proprietary or confidential information of either party that is expected to be transmitted under or in connection with the performance of this License Agreement, then the terms of Section 7.1 immediately above shall be deemed to supplement and enhance such agreement and shall not be deemed to supersede or replace any of the terms and conditions of such separate agreement, which agreement shall remain in full force and effect.

8. **Price and Payment.**

- 8.1. **Price.** The price(s) for the license covered by this License Agreement are those prices set forth in the Agreement or, if there are no prices are set forth therein, then the prices shall be as set forth on Licensor's then-current applicable standard price list applicable to Licensee under Licensor's pricing policies.
- 8.2. **Charges.** All amounts charged by Licensor under this License Agreement shall be due on the earlier of (i) the date(s) specified in the Agreement and (ii) 30 days after the date of Licensor's invoice therefore. Licensee shall deliver payments to the address or bank account specified in Licensor's invoice.
- 8.3. **Currency.** Licensee shall pay all amounts due in U.S. dollars, unless otherwise provided in the Agreement.
- 8.4. **Taxes.** Licensee shall, in addition to any other amounts payable under this License Agreement, pay all sales, use, VAT, duties, excise or other taxes (and all interest and penalties) applicable to the license, installation, importation or use of the Software (other than amounts due on Licensor's net income from such license or use).
- 8.5. **Late Payment.** All amounts past due shall incur a late payment charge that shall accrue at a rate of 1.5% per month or the highest rate permitted by applicable law, whichever is less, calculated from the date due until such amount is paid.
- 8.6. **Notice of Payment Dispute.** Subject to applicable law, if Licensee intends to dispute any amount due under or related to this License Agreement, Licensee must notify Licensor in writing within 30 days of the date such payment is originally due. Licensee waives its right to dispute

such amounts or to bring or participate in any legal action involving a dispute of such amounts if not reported within such period.

9. **Cancellation/Delay.**

9.1. **Cancellation by Either Party.** Either party may terminate or cancel this License Agreement immediately upon written notice to the other party if the other party fails to perform any of its duties or obligations hereunder and fails to cure such default within thirty (30) days after receipt of written notice from the non-defaulting party specifying the occurrence or existence of the default. If Licensee is in default, Licensor reserves the right, in addition to all other rights and remedies it may have, to withhold further performance of its obligations under this License Agreement and to repossess the Software and all related equipment and documentation.

9.2. **Excusable Delay.** Licensor shall not be responsible for any delay or non-performance of its obligations hereunder to the extent and for such periods of time as such delay or non-performance is due to causes beyond its control. Excusable delays include, but are not limited to, acts of God, war, acts of any government in either its sovereign or contractual capacity (including delays or failures by any government to grant export licenses), fire, explosions, sabotage, the elements, epidemics, quarantine restrictions, strikes, lockout, embargoes, severe weather, delays in transportation, airline schedule, fuel shortages, or delays of suppliers or subcontractors.

9.3. **Effect of Cancellation.** Upon the termination or cancellation of this License Agreement for any reason, or of any licenses granted hereunder, (i) the provisions of Sections 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 shall survive and (ii) Licensee shall promptly remove all affected Software from all memory locations, return all related documentation to Licensor, and execute and deliver to Licensor a certificate stating that all copies of the affected Software have been removed and returned or destroyed.

10. **Limitation of Liability.** LICENSOR'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE TOTAL PRICE ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE LICENSE COVERED BY THIS LICENSEE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 AND IN THE OTHER PROVISIONS OF THIS LICENSE AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH LICENSOR WOULD NOT HAVE ENTERED INTO THE LICENSE AGREEMENT. LICENSOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

11. **No Indirect or Consequential Damages.** LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.

12. **Reciprocal Waiver of Claims.** As the Software may be deployed in defense against or to assist in the detection of an Act of Terrorism (as such term is defined under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002) before it occurs, Licensor and Licensee each agree to waive all claims against the other (including those of or against their officers, directors, employees, subsidiaries, affiliates, agents, subcontractors or other representatives) for losses, including business operation losses, resulting from or related to such Act of Terrorism.

13. **Copyright and Trade Secret Indemnification.** Licensor shall defend, indemnify and hold Licensee harmless from and against any third party claim of United States copyright or trade secret infringement relating to the Software, provided that Licensee promptly notifies Licensor in writing of any such claim and allows Licensor to control, and fully cooperates with Licensor in, the defense of any such claim and all related settlement negotiations. In the event an injunction is sought or obtained against Licensee's use of the Software as a result of any such infringement claim, Licensor may, at its sole option and expense, procure for Licensee the right to continue using the affected Software or replace or modify the affected Software so that it does not infringe. Licensor shall have no liability for and Licensee shall indemnify and hold Licensor harmless from and against any claim based upon (i) use of other than the then-current, unaltered version of the applicable Software, unless the infringing portion is also in the then-current, unaltered release; (ii) use, modification, operation or combination of the applicable

Software with non-Licensor programs, data, equipment or documentation if such infringement would have been avoided but for such use, modification, operation or combination; (iii) compliance with Licensee's designs, specifications or instructions; or (iv) any third party software. **THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF LICENSOR, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO, ANY CLAIMS OF INFRINGEMENT OF THIRD-PARTY RIGHTS.**

14. **Indemnification by Licensee.** Licensee shall indemnify and hold harmless, and at Licensor's request defend, Licensor and its subsidiaries and affiliates (and its and their officers, directors, employees and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys' fees and court costs) which arise out of or relate to (i) any breach (or claim or threat thereof that, if true, would be a breach) of this License Agreement by Licensee, including, without limitation, any breach or alleged breach of any representation or warranty of Licensee, (ii) any negligence or intentional misconduct of Licensee or any officer, director, employee or agent of Licensee or (iii) the negligence or intentional misconduct of any operator (or supervisor(s) of any operator) using the Software.
15. **Miscellaneous Provisions.**
 - 15.1. **No Third Party Beneficiaries.** It is not the intention of the parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed to confer upon any third party other than the parties hereto a right of action under this License Agreement or in any manner whatsoever.
 - 15.2. **Marketing Rights.** Licensor shall have an unfettered right to issue a press release regarding the license of the Software covered by this License Agreement, including disclosing the license price, the Software covered, Licensee's name and location, and any other information deemed appropriate in Licensor's sole discretion. Licensee also consents to the use of its name, the location of installation and use of the Software, the dates on which the Software was installed, images of the Software in use at such location(s) and any other information that Licensor deems desirable for the purposes of marketing the Software to other customers and potential customers (collectively, "Information"). Licensee acknowledges and agrees that Licensor's use of such Information (including images) is unrestricted and therefore may be published for any purpose whatsoever and in any media and in any manner throughout the world, including, without limitation, reproduction, distribution, modification and public performance and display of any works that incorporate such Information, including on Internet websites, on television, on radio, in data sheets, pamphlets, and brochures.
 - 15.3. **No Licensee Press Release.** Licensee shall issue no press release or other public statement of any kind regarding the Software or terms of this License Agreement without Licensor's express written consent.
 - 15.4. **Notice.** Any notice (other than routine reports regarding Software delivery and performance) required or permitted hereunder shall be in writing, shall reference this License Agreement and shall be deemed to be properly given: (i) when delivered personally; (ii) two days after deposit with a private industry express courier, for next day delivery, with written confirmation of delivery; or (iii) four days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices sent by Licensor shall be sent to the address to which Licensor regularly invoices Licensee or, at Licensor's election, to Licensee's address set forth in the Agreement. All notices sent by Licensee shall be sent to the Licensor address set forth in the Agreement, ATTN: VP Sales, with a copy to VP Finance at the same address, or to such other address or person as may be designated by Licensor by giving written notice to Licensee pursuant to this Section.
 - 15.5. **No Assignment.** Licensee shall not be permitted to assign this Agreement, by operation of law or otherwise, without the express written consent of Licensor.
 - 15.6. **No Amendment.** This License Agreement may not be modified or amended except pursuant to a writing, signed by a duly authorized employee of each of Licensor and Licensee.
 - 15.7. **Remedies.** The remedies described in various sections of this License Agreement shall not be deemed the exclusive remedies available to Licensor and Licensor shall, in addition to all such remedies, be entitled to all other remedies available to it under law.
 - 15.8. **Governing Law.** This License Agreement shall be construed in accordance with and governed by the internal laws of the State of California, U.S.A. without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of

the State of California to the rights and duties of the parties. This License Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- 15.9. **Venue.** Except for matters of injunctive relief, for which either party may initiate proceedings in any court of competent jurisdiction, any controversy or claim arising out of or relating to this License Agreement, or the breach thereof, shall be finally and exclusively determined by binding arbitration. The number of arbitrators shall be one. The place of the arbitration shall be Los Angeles County, California. If Licensee is headquartered in the United States, the arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. If Licensee is headquartered outside of the United States, the arbitration shall be administered by the International Centre for Dispute Resolution in accordance with its International Rules. Judgment on the award rendered by the arbitration proceeding may be entered in any court of competent jurisdiction.
- 15.10. **Disputes with U.S. Government.** If Licensee is an executive agency of the United States Government, Section 15.9 (Venue) shall not apply and this License Agreement shall instead be subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this License Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this License Agreement shall be a dispute to be resolved in accordance with FAR 52.233-1 (Disputes) which is incorporated herein by reference.
- 15.11. **Costs of Collection and Other Legal Fees.** Licensee shall reimburse Licensor, upon demand, for all expenses incurred by Licensor in collecting any amounts past due under this License Agreement, including, without limitation, collection agency fees, attorneys' fees, and arbitration or court costs. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this License Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a voluntary dismissal by the party instituting the action, shall be entitled to the full amount of all expenses, including all court costs, arbitration fees and attorneys' fees paid or incurred.
- 15.12. **Licensee's Credit.** Licensor's performance under this License Agreement shall at all times be subject to Licensor's approval of Licensee's credit. Without limiting its other rights and remedies available under this License Agreement or pursuant to law, Licensor shall be permitted to suspend delivery and installation and to suspend the performance of services (including warranty services or otherwise, and whether required by the terms of this License Agreement or under any other agreement between Licensor and Licensee) and shall be permitted to impose such other terms and conditions or security arrangements as Licensor, in its sole discretion, deems appropriate to ensure full payment by Licensee for its license of the Software and any other amounts due.
- 15.13. **Export Compliance.** Licensee acknowledges that export and re-export of the Software is subject to compliance with export control laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, the International Traffic in Arms Regulations (ITAR) and other export controls of the United States of America as amended from time to time, the Export Control Act 2002, the Export Control Order 2008, EU Regulation 428/2009 and the Customs and Excise Management Act 1979 and other export controls of the United Kingdom as amended from time to time, and the Strategic Trade Act 2010 and other export controls of Malaysia as amended from time to time (collectively, the "Export Laws"). Licensee covenants that it shall complete, sign and deliver all documents necessary to facilitate the issuance of any export licenses required for any delivery, installation export and re-export of the Software and related technical data and documentation. In addition, Licensee covenants that it shall comply with all export-related instructions provided to it by Licensor regarding the receipt, handling, use and storage of Software. Licensee shall not export or re-export any Software, technical data or related documentation (including, but not limited to, processes, services, data, and reports derived from the use of the Software) to any country or person to which export or re-export of such items is prohibited by any of the Export Laws without first obtaining the written permission of Licensor and from the U.S., U.K., and/or Malaysian government (as applicable). Licensor shall have the right to delay shipment, delivery or installation of the Software or terminate this License Agreement, in whole or in part, and without liability, should Licensor not obtain in a timely way all required export licenses and approvals necessary to export the Software. Licensee represents and warrants that its export privileges are not, and have not within the last five years been, denied, suspended, or revoked in whole or in part by any government, including any agency or

department of the U.S., U.K., or Malaysian government. Licensee further represents and warrants that its name (including any former name) and the name of any current or former director, officer or employee of Licensee, do not appear, and have not within the last five years appeared, on any lists maintained by the U.S., U.K., or Malaysian government identifying parties who are subject to export denial orders or who are otherwise restricted or prohibited by such governments from engaging in export transactions.

- 15.14. **Commercial Items**. The Software and any data relating thereto or derived therefrom are “commercial items” as defined in the U.S. Code of Federal Regulations (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. If the Licensee is a U.S. Government agency, department, or instrumentality, then the use, duplication, reproduction, release, modification, disclosure or transfer of the Software and any data relating thereto or derived therefrom, is restricted in accordance with 48 C.F.R. 12.211, 48 C.F.R. 12.212, 48 C.F.R. 227.7102-2 and 48 C.F.R. 227.7202, as applicable. This Section 15.14 (Commercial Items) of this License Agreement is in lieu of, and supersedes, any U.S. Federal Acquisition Regulations, Defense Federal Acquisition Regulations Supplement, or other clause or provision that addresses United States Government rights in computer software or technical data.
- 15.15. **Suspended or Debarred Parties**. Licensee represents, warrants and covenants that it, including its consultants and agents and its and their officers, directors and employees, are not presently, and have not within the past five years, been debarred, suspended or proposed for debarment by any agency or department of the United States Government or otherwise declared ineligible by any agency or department of the United States Government for award of contracts or subcontracts. Licensee covenants that it shall provide Licensor immediate written notice if Licensee, including any of its consultants or agents or any of its or their officers, directors or employees, hereafter become debarred, suspended or proposed for debarment by any agency or department of the United States Government or otherwise declared ineligible for award of contracts or subcontracts by any agency or department of the United States Government.
- 15.16. **No Waiver**. The waiver by either party of a breach of or a default under any provision of this License Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this License Agreement, nor shall any delay or omission on the part of either party to exercise any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
- 15.17. **Severability**. If for any reason a court or arbiter of competent jurisdiction finds any provision of this License Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this License Agreement shall continue in full force and effect.
- 15.18. **Construction**. This License Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

End of Software License Agreement