

Software License Agreement

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4. **Indemnity.** You agree to indemnify, defend and hold Licensor, its affiliates and suppliers harmless for, from and against any claims, liabilities, including without limitation product liability claims, lawsuits, legal proceeding, settlement or judgement, arising out of your use of the Licensed Software or any unauthorized use, including copying, marketing, performance or disclosure of any information regarding the Licensed Software.
5. **Termination.** This Agreement is effective until terminated. Except for Sections 2 through 4 (which will survive any termination of this Agreement), this Agreement will continue until your breach of this Agreement. Upon termination, you agree not to use the Licensed Software for any purpose whatsoever and to destroy any copy of the Licensed Software then in your possession. This remedy shall be in addition to any other remedies available to Licensor.
6. **Export Control.** You may not export or re-export the Licensed Software or the immediate product produced by use of the License File (including Target Applications), without complying with all United States export laws and regulations, including but not limited to (i) obtaining prior authorization from the U.S. Department of State or Commerce if a validated export license is required. and (ii) obtaining "written assurances" from licensees, if required.
7. **Government Customers.** If the rights granted hereunder are acquired by or on behalf of a unit or agency of the United States Government, this provision applies. The Licensed Program: (a) was developed at private expense, is existing computer software and no part of it was developed with government funds, (b) is a trade secret of Licensor for all purposes of the Freedom of Information Act, (c) is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer

Software-Restricted Rights clause at 52.227-19 and its successors, (d) in all respects is proprietary data belonging solely to Licensor. (e) is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense (DoD), the Licensed Program is licensed only with "Restricted Rights as that term is defined in the DoD Supplement to the Federal Acquisition Regulation 252.227-7013(c)(1)(ii), Rights in Technical Data and Computer Software and its successors, and use, duplication or disclosure is subject to restrictions as set forth in subdivision (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at 252.227-7013. Contractor/manufacturer is Real Time Logic, Inc. 12515 Academy Ridge View Drive, Colorado Springs, CO 80921.

8. **General.** This Agreement will be governed by the laws of the State of Colorado except with regard to its choice of law rules. This Agreement and the Sales Agreement between Licensor and you constitute the complete, final and exclusive statement of the agreement between Licensor and you, which supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No waiver, alteration or modification of the provisions of this Agreement or any of the terms of your purchase order will be valid unless made in writing and signed by an authorized official of Licensor. If any legal action or proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. If any provision or provisions of this Agreement are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

Should you have any questions concerning this Agreement or if you wish to contact Licensor for any reason, please write: Real Time Logic, Inc. Customer Service, 12515 Academy Ridge View Drive, Colorado Springs, CO 80921 or e-mail us at support@rtlogic.com.