

## Software Subscription Terms and Conditions G306

### 1. Agreement.

- 1.1. **Agreement.** These Software Subscription Terms and Conditions G306 (“Terms”) have been incorporated by reference into an agreement between Licensor and Licensee regarding a software license subscription (the “Subscription Agreement”). These Terms, together with the Subscription Agreement, are collectively referred to herein as the “Agreement.”
- 1.2. **Precedence.** In the event of any conflict between the terms of the Subscription Agreement and these Terms, these Terms shall take precedence.
- 1.3. **Entire Agreement.** This Agreement, including any attachments, exhibits, Internet links or other written documents that are explicitly incorporated by reference in the text of the Subscription Agreement, constitutes the entire agreement between Licensor and Licensee regarding the subject matter of this Agreement and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. This Agreement may not be amended or otherwise modified except in a writing signed by a duly authorized employee of both Licensor and Licensee.
- 1.4. **Other Licensee Documents.** Licensor shall not be bound by the terms and conditions of any request for proposal, solicitation, tender, purchase order, order confirmation or other instrument issued by Licensee (each, a “Licensee Document”), unless such Licensee Document is explicitly incorporated by reference within the Subscription Agreement or is counter-signed by an authorized employee of Licensor. Licensor’s performance under this Agreement shall not, under any circumstances, be deemed Licensee’s acceptance of any of the terms or conditions contained in any Licensee Document. If Licensee issues a Licensee Document to license or otherwise procure the software and/or services described in the Subscription Agreement, then such issuance shall be deemed to constitute Licensee’s acceptance of the terms and conditions of this Agreement, but all other terms and conditions contained in the Licensee Document shall be of no force or effect and shall not be deemed to supersede, replace, modify, augment, enhance, delete, remove, amend or otherwise alter any of the terms or conditions of this Agreement.

### 2. Software Subscription.

- 2.1. **Licensed Software.** Licensor offers various software platforms, programs, applications, modules, functions, features, tools, libraries and databases to its customers (“Software”). Licensor grants to Licensee a restricted, limited, non-exclusive, non-transferable, non-sublicensable license to access and operate the Software specified in the Subscription Agreement (the “Licensed Software”), on and subject to the terms of this Agreement (the “Software Subscription”).
- 2.2. **Licensed Users.** The Software Subscription, including access to and use of the Licensed Software, is limited to the number and types of users specified in the Subscription Agreement (collectively, “Users”). Licensee represents, warrants and covenants that all Users are, and shall only be, natural persons and that Licensee shall prohibit each User from sharing access credentials with, between or among other persons. Licensee shall also ensure that all Users comply with the terms of this Agreement.
- 2.3. **Subscription Period.** The Software Subscription is limited in duration to the license/subscription period specified in the Subscription Agreement (the “Subscription Period”). Unless otherwise stated in the Subscription Agreement, the Subscription Period shall commence on the effective date of the Subscription Agreement and shall initially end at the conclusion of the Subscription Period stated in the Subscription Agreement. The Subscription Period shall thereafter automatically renew for successive, one-year periods (each, a “Renewal Period”), unless one party notifies the other party in writing of its election to terminate the Software Subscription and delivers such notice at least 120 days prior to the end of the then-current Subscription Period, in which event the Subscription Period shall expire at the end of the then-current Subscription Period and shall not automatically renew again.
- 2.4. **Exclusions.** Licensee covenants that it shall not (and shall not permit others to): (i) copy or transmit all or any portion of any Licensed Software; (ii) copy or modify all or any portion of any technical documentation, presentations, data sheets, user instructions, or other materials provided by Licensor that contain information describing any Licensed Software, or any portion thereof (collectively, “Materials”); (iii) decompile, disassemble or otherwise reverse engineer any Licensed Software or any portion thereof, or determine or attempt to determine any source code, algorithms, processes, methods, or techniques embodied in any Licensed Software or any portion thereof; (iv) modify, translate or create any new or modified work that is based on or derived from any Licensed Software or Materials (including, without limitation, any work that, in the absence of a license, would infringe any copyright of Licensor or would use

or rely on any trade secret or other proprietary information of Licensor) (collectively, all of the foregoing, "Derivative Works"); (v) disclose, make available, distribute, market, assign, lease, sublicense, pledge or otherwise transfer any of the Licensed Software or Materials, in whole or in part, to any third party; (vi) remove or alter any copyright, trademark, trade name, restrictive legend or other proprietary notices, symbols, or labels appearing in any Licensed Software or Materials; or (vii) use any Licensed Software or Materials for any purpose other than for and in accordance with the terms of this Agreement.

3. **Software Hosting.** The Licensed Software may be deployed in one of the following configurations, as indicated in the Subscription Agreement:

3.1. **Licensor Hosted Configuration.** If so indicated in the Subscription Agreement, Licensor shall host and provide Licensee access to the Licensed Software in a remote, cloud environment managed by Licensor (or one or more third parties selected by Licensor) ("Licensor Hosted Configuration"). If a Licensor Hosted Configuration has been selected in the Subscription Agreement, the provision of such environment shall be considered part of the Licensor Services (defined in Section 4.1 (Provision of Licensor Services) below), and Licensor shall be responsible for maintaining the hosting environment, including security, performance, availability and backups in accordance with the requirements of this Agreement.

3.2. **Licensee Hosted Configuration.** If so indicated in the Subscription Agreement, Licensor shall install the Licensed Software in an environment (cloud or on-premises) managed and maintained by Licensee (or one or more third parties selected by Licensee) ("Licensee Hosted Configuration"). If a Licensee Hosted Configuration has been selected in the Subscription Agreement, the provision of such environment shall be considered part of the Licensee Services (defined in Section 5.1 (Licensee Services) below), and Licensee shall be responsible for (i) all costs associated with the Licensee Hosted Configuration, including for licensing/acquiring, managing, supporting and maintaining such configuration, (ii) security, access controls, backup, recovery and availability, (iii) ensuring design and maintenance to standards required for the optimal performance of the Licensed Software, including, but not limited to, Licensor's specifications for network configuration, hardware requirements, processing speeds, memory, storage, load balancing, auto-scaling, encryption, segmentation and firewalls, vulnerability scanning and penetration testing, power, redundancy, support infrastructure and systems, as well as compatible operating systems, software and hardware.

4. **Licensor Services.**

4.1. **Provision of Licensor Services.** Licensor offers various technical and professional services to its Software licensees, such as software hosting, implementation, set-up, configuration, customization, modification, integration, onboarding, training, technical advice and enterprise support, as well as consulting work. Licensor shall perform the services required of Licensor under the Subscription Agreement ("Licensor Services") in a timely and professional manner. In the event of a breach of such performance standard, Licensor's sole and exclusive obligation, and Licensee's sole and exclusive remedy, shall be for Licensor to use commercially reasonable efforts to re-perform the Licensor Service.

4.2. **Training.** If the Subscription Agreement includes reference to User training, operator training, image analysis training, online, classroom or hands-on training, or any other training course(s), including any combination thereof (collectively, "Training"), then the Licensor Services shall include the performance of such Training, as described in the Subscription Agreement. Unless otherwise agreed in writing by Licensor, the Training, including all Training course content, presentations, test and other materials (collectively, "Training Materials"), will be provided in the English language at a time and location selected by Licensor. Access to and use of online Training by Licensee or any of Licensee's employees shall, in addition to these Terms, also be governed by the "Terms of Use" posted within the online training platform. Licensee covenants that it shall require its employees and contractors that access online training to review and agree to such Terms of Use prior to their use of the online training platform. Unless pricing is otherwise set forth in the Subscription Agreement, Licensee shall pay Licensor, at Licensor's then-current training rates and materials fees, for each Training course/slot set forth in the Subscription Agreement, and whether or not an attendee initiates or completes the course, attends all sessions or passes all required tests. Licensee shall be responsible for all travel, lodging, meal and other expenses incurred by Licensee's personnel to attend in-person Training courses. If Licensor provides training at a location (other than a Licensor facility), Licensee shall, if invoiced by Licensor, also reimburse Licensor for all travel, lodging, meal and other expenses incurred by Licensor's instructors and other personnel to perform such training. Licensor retains the right to refuse training or to dismiss from training any individual who does not follow all safety, attendance and other guidelines required by Licensor, causes disruption during any Training class, poses a threat of harm to others, or appears incapable, in the opinion of the instructor, of successfully completing the course and all required testing. Training certifications are valid for twelve (12) months and shall be deemed to have been automatically revoked, without any further action by Licensor, if the recipient of a Training certification leaves the employment of Licensee for any reason or Licensee is no longer authorized by Licensor to perform the work or services for which the Training certification was granted.

5. **Licensee Services.**

- 5.1. **Provision of Licensee Services.** Licensee shall perform the services required of Licensee under the Subscription Agreement (collectively, "Licensee Services"), in a timely and professional manner and in accordance with the requirements of this Agreement. If any services, functions or responsibilities not specifically described in the Subscription Agreement are required for the proper performance and provision of the Licensee Services, they shall be deemed to be included within the scope of the Licensee Services to the same extent as if specifically described in the Subscription Agreement.
- 5.2. **Cooperation.** Licensee acknowledges that its timely provision of the Licensee Services, as well assistance, cooperation, complete and accurate information, materials and data ("Cooperation") is essential to the delivery and performance of Licensed Software and Licensor Services, and that Licensor shall not be liable for any loss, damage, deficiency, failure or delay if caused, in whole or in part, from any deficiency, failure, delay or other shortcoming in Licensee's provision of the Licensee Services and/or Licensee's provision of Cooperation. Cooperation includes, but is not limited to, designating experienced project managers, IT professionals and software administrators to interface with Licensor, allocating and engaging additional resources as may be required to assist Licensor in delivery and performance of the Licensed Software and Licensor Services, and promptly providing all reviews, responses and approvals that Licensor may request.
6. **Software Deliverables.** All software customizations, modifications and other software deliverables generated by Licensor for Licensee or otherwise created or delivered by Licensee under or in connection with this Agreement ("Software Deliverables"), whether developed and/or provided for a fee or at no additional charge, shall become, upon inception, the sole and exclusive property and the work product of Licensor. Software Deliverables may include, for example, custom tools, new features or innovative capabilities. Licensee hereby irrevocably transfers and assigns to Licensor and Licensee hereby covenants and agrees to irrevocably assign and transfer to Licensor, all of Licensee's right, title and interest worldwide in and to all Software Deliverables, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual and property rights related thereto, effective immediately upon their inception. All Software Deliverables shall, upon delivery by Licensor to Licensee, be deemed "Licensed Software" under and subject to the terms of this Agreement. Licensee agrees not to challenge the validity of Licensor's ownership in Software Deliverables, even if Licensor incorporates any Software Deliverables into the Licensed Software or other products or services that Licensor offers to customers.
7. **Dates.** Licensor's delivery and performance dates under this Agreement are estimates only. Licensor shall use commercially reasonable efforts to deliver or perform in accordance with the delivery or performance dates, if any, specified in the Subscription Agreement or as may be requested by Licensee, but Licensor may change any such dates as Licensor deems necessary. Licensor shall not be liable for failure to deliver or perform by dates required by the Subscription Agreement or otherwise requested by Licensee.
8. **Acceptance.** All Licensed Software and Licensor Services shall be deemed accepted by Licensee upon delivery/performance unless Licensee provides written notice detailing a material deficiency to Licensor's Help Desk within ten (10) days of the first occurrence of such deficiency. If software testing prior to acceptance is required by the Subscription Agreement, Licensor shall perform such testing in accordance with Licensor's standard testing procedures for the Licensed Software in effect on the date of testing.
9. **Maintenance Releases and Updates.** From time-to-time, Licensor may publish new release and version updates for Licensed Software ("Maintenance Releases"). Maintenance Releases may include, for example, modifications that correct bugs, inaccuracies, defects and other errors in Licensed Software ("Errors") and improvements to Licensed Software that may include new capabilities or performance enhancements or changes to existing capabilities and performance parameters. All Maintenance Releases shall, upon publication by Licensor, be deemed "Licensed Software" under and subject to the terms of this Agreement.
10. **Additional Software and Services.** In the event that Licensor provides any Software or performs any service that is (i) not detailed (or sufficiently detailed) in a Subscription Agreement, (ii) outside or beyond the scope or performance requirements of a Subscription Agreement or (iii) if the fees for any Software or Licensor Service are not detailed (or sufficiently detailed) in a Subscription Agreement, Licensee hereby agrees that any such additional Software shall nevertheless be deemed "Licensed Software" and any such additional services shall nevertheless be deemed "Licensor Services" under and subject to this Agreement, as if they had been fully specified in the Subscription Agreement and if the associated fees are not detailed (or sufficiently detailed) in the Subscription Agreement, the fees shall be billable by Licensor in accordance with Licensor's customary licensing fees (for Licensed Software) and Licensor's customary time and materials rates (for Licensor Services) in effect at the time that Licensor provides them to Licensee.
11. **No Warranty or Liability for Third Party Services.** Licensor may offer, or Licensee may request that Licensor recommend to it, consultants, technology advisors, software or hardware providers, or other organizations or

professionals (any of the foregoing, "Third Parties") to provide products or services to Licensee, including in connection with the configuration, implementation, integration, testing, use and management of Licensed Software, Licensor Services and/or Licensee Services. Notwithstanding Licensor's recommendation of any Third Party, Licensee acknowledges and agrees that Licensee is solely responsible for selecting and deciding whether to engage any Third Party and for monitoring, supervising and assessing the performance of the Third Party. Licensor provides no representations or warranties of any kind, express or implied, regarding the qualifications, capabilities or experience of any Third Party or regarding the quality, condition or adequacy of any work, products, services or deliverables of any Third Party, including, without limitation, any warranties regarding fitness for any particular purpose, or warranties that might otherwise arise from course of dealing, performance, usage or trade practice. Licensor shall not be liable for any damages of any kind arising out of or related to Licensee's engagement of any Third Party or any work, products, services or deliverables provided by any Third Party.

## 12. **Errors.**

12.1. **Error Reporting.** Should Licensee encounter any Errors in the Licensed Software, it shall communicate them to Licensor's Help Desk and grant Licensor access to the Licensed Software to the extent necessary for Licensor to investigate and attempt to rectify the Errors. Unless service response times and/or service level agreements (SLA's) are expressly included in the Subscription Agreement, upon receipt of a communication from Licensee regarding an Error, Licensor's sole obligation shall be to endeavor to investigate and rectify the Error within a commercially reasonable time by prioritizing and addressing the Error based on the severity of its impact on performance (e.g., Errors that render the Licensed Software inoperative or cause the Licensed Software to fail catastrophically; Errors that materially affect Licensed Software performance, but do not prohibit use of the Licensed Software; Errors that result in minor impacts or inconveniences).

12.2. **Error Response.** Licensor does not represent or warrant that use of the Licensed Software shall be Error-free or that the Licensed Software shall operate as required, without interruption or delay. Unless service response times and/or service level agreements (SLA's) are expressly included in the Subscription Agreement, Licensor does not provide and does not warrant any minimum up-times, maximum down-times, overall availability, Error response-times, or other Error correction or performance metrics regarding the Licensed Software. In the event of an Error, Licensor's sole and exclusive obligation, and Licensee's sole and exclusive remedy, shall be for Licensor to use commercially reasonable efforts to correct the Error. Licensee further acknowledges that Licensor shall not be liable for any damages of any kind arising out of or related to Errors, including for any resulting loss(es) of data or any business or security screening operation interruptions.

12.3. **Limitations.** Licensor's obligation to use reasonable efforts to correct Errors shall not apply if: (i) Licensor is unable to reproduce the Error reported by Licensee; (ii) Licensee has failed to use the Licensed 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 Licensed Software generally; (iii) Licensee has failed to report the 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 Help Desk; (iv) the Error stems from or is otherwise attributable to, in whole or in part, Licensee Services; (v) the Error is caused by software, hardware or services not originating from Licensor; (vi) the Licensed Software has been modified without Licensor's prior written consent; (vii) the Error was caused, in whole or in part, by a failure to install Licensor's most recent Maintenance Release or other software update(s); (viii) Licensee has failed to timely pay, in whole or in part, any invoice issued by Licensor; or (ix) Licensee is in breach of this Agreement or any other agreement between Licensor and Licensee (this statement shall not be construed to limit any other rights or remedies available to Licensor for any such breach).

13. **Feedback.** Licensor requests that Licensee provide feedback, opinions, comments, reactions, suggestions and recommendations regarding the features and functionality of the Licensed Software (including suggestions for new features and functions) and Licensor Services (collectively, "Feedback"). Licensee further agrees that any and all Feedback delivered by Licensee to Licensor shall become, upon its delivery by Licensee to Licensor, the sole and exclusive property, and the work product and Confidential Information (defined in Section 18.1 below) of Licensor. Licensee hereby irrevocably transfers and assigns to Licensor all of Licensee's right, title and interest worldwide in and to all Feedback, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual and property rights related thereto, effective immediately upon its delivery by Licensee to Licensor. Licensee retains no right to use any Feedback and agrees not to challenge the validity of the Licensor's ownership in all Feedback, even if Licensor incorporates any of it into the Licensed Software, the Licensor Services or any other products or services.

## 14. **Data Privacy.**

14.1. **Licensee Data.** Licensee may use the Licensed Software to receive, generate, store and transmit data and

information stemming from its operations and Users (any such data or information, "Licensee Data"). Licensee shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use Licensee Data. Licensee hereby grants Licensor a restricted, limited, non-exclusive, license to access and use Licensee Data, including the right to grant such rights to subcontractors, vendors or agents as Licensor deems necessary or appropriate for purposes of performing its obligations under this Agreement. All Licensee Data shall constitute Licensee's Confidential Information (defined in Section 18.1 below).

- 14.2. **Licensee Data Protection and Privacy Laws.** Licensor shall comply with all applicable data protection and privacy laws in the jurisdictions where Licensor processes Licensee Data, including, but not limited to, the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the California Consumer Privacy Act ("CCPA").
- 14.3. **Data Processing.** Licensor shall process Licensee Data only (i) as necessary to provide the Licensed Software and Licensor Services, (ii) as required by applicable law, and (iii) in compliance with this Section 14 (Data Privacy). Licensor shall ensure that persons authorized to process Licensee Data (i) are bound by appropriate confidentiality obligations, (ii) process Licensee Data only in accordance with the terms of this Agreement or as instructed by Licensee and (iii) receive appropriate training in data protection and privacy.
- 14.4. **Security Measures.** Licensor shall maintain appropriate technical and organizational measures to protect Licensee Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall include, at minimum: (i) encryption of Licensee Data in transit and at rest, (ii) ability to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems, (iii) ability to restore availability and access to Licensee Data in a timely manner and (iv) regular testing and evaluation of technical and organizational measures.
- 14.5. **Sub-processors.** Licensee authorizes Licensor to engage sub-processors to assist in providing the Licensed Software and Licensor Services, provided that Licensor (i) maintains an up-to-date list of sub-processors that shall be accessible to Licensee upon request, (ii) imposes data protection obligations no less protective than those in this Section 14 (Data Privacy), (iii) remains liable for sub-processors' compliance with such obligations and (iv) notifies Licensee of any intended changes concerning sub-processors and provides Licensee the opportunity to object.
- 14.6. **Data Subject Rights.** Licensor shall assist Licensee in fulfilling its obligations to respond to data subject requests under applicable privacy laws, including requests for access, rectification, erasure, data portability and objection to processing. Licensor shall promptly notify Licensee of any data subject request received directly from a data subject and shall not respond without Licensee's prior written instructions.
- 14.7. **Data Breach Notification.** Licensor shall notify Licensee without undue delay, and in any event within 48 hours, upon becoming aware of any actual or reasonably suspected personal data breach affecting Licensee Data. Such notification shall include (i) a description of the nature of the breach, (ii) categories and approximate number of data subjects concerned, (iii) likely consequences of the breach, (iv) measures taken or proposed to address the breach and (v) contact details for obtaining more information.
- 14.8. **Data Protection Impact Assessments.** Licensor shall provide reasonable assistance to Licensee with any data protection impact assessments and prior consultations with supervisory authorities required by Article 35 or 36 of the GDPR or similar provisions under other applicable privacy laws.
- 14.9. **Return or Deletion of Data.** Upon termination or expiration of this Agreement, or upon Licensee's written request, Licensor shall (i) return to Licensee all Licensee Data in Licensor's possession or control and (ii) delete all copies of Licensee Data from Licensor's systems, except where retention is required by applicable law.
- 14.10. **Audits and Certifications.** Licensor shall make available to Licensee all information reasonably necessary to demonstrate compliance with this Section 14 (Data Privacy) and shall allow for and contribute to audits, including inspections, conducted by Licensee or an auditor mandated by Licensee.
- 14.11. **International Data Transfers.** Licensor shall not transfer Licensee Data outside the jurisdiction where it was originally collected unless (i) the transfer is to a jurisdiction with an adequate level of data protection as determined by applicable regulators, (ii) appropriate safeguards are in place, such as standard contractual clauses or (iii) a specific derogation under applicable privacy laws applies.
- 14.12. **Modifications.** Licensor may unilaterally modify this Section 14 (Data Privacy) to the extent necessary to comply with changes in applicable privacy laws or regulations, upon notice to Licensee.
15. **Anonymized Data.** So that Licensor may continue to improve the Licensed Software, provide better technical

support and develop new or additional software, algorithms, databases, libraries, products, services and other offerings, Licensee acknowledges and agrees that Licensor shall have the right to access and collect, and a worldwide, perpetual right and license to use and exploit for any purposes, anonymized data and screening images collected from Licensee's instance(s) of the Licensed Software ("Anonymized Data"). Examples of Anonymized Data include, but are not limited to: (i) usage data (e.g., numbers and types of Users, frequency and duration of use, features and functions accessed); (ii) technical data (e.g., performance statistics, including Errors, types of devices and operating systems that access the License Software); (iii) network data (e.g., network connections used to access the Licensed Software, including type of connection and speed of connection); (iv) configuration data (e.g., how Users structure, configure and optimize their instances of the License Software); (v) behavioral data (e.g., how Users navigate the features, buttons and other elements of the Licensed Software); and (vi) images and image-related data generated by the security screening equipment on which the Licensed Software operates or with which the Licensed Software is connected/integrated.

16. **Alert Technologies.** Licensed Software may incorporate technologies, including features, options, tools, modules and algorithms, that alert operators when contraband materials may be present ("Alert Technologies"). Licensee acknowledges that although Alert Technologies enhance the overall probability of detection when they are applied over the course of many inspections, they should not be relied upon as the sole method of evaluating any individual scan. Several factors can limit the sensitivity and effectiveness of Alert Technologies, particularly in the context of an individual scan. For example, performance may be negatively affected by the type, size and quantity of contraband; environmental conditions at the inspection site; the cleanliness, maintenance and repair status of the non-intrusive inspection equipment on which or with which the Software operates; operator performance; concealment techniques used to avoid detection; and the false positive/negative and other configuration settings selected for the Alert Technology itself. **LICENSOR DOES NOT WARRANT OR OTHERWISE GUARANTEE THE PERFORMANCE OF ANY ALERT TECHNOLOGIES. LICENSEE AGREES THAT LICENSOR SHALL NOT BE LIABLE SHOULD ANY ALERT TECHNOLOGY(IES) FAIL TO SIGNAL THE PRESENCE OF CONTRABAND.**

17. **Ownership.**

17.1. **Proprietary Rights.** As between Licensor and Licensee, Licensor retains all right, title and interest worldwide, including, without limitation, in and to all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual property rights, in and to the Licensed Software, Materials, Licensor Services, Training Materials, Software Deliverables, Maintenance Releases, Feedback and Anonymized Data, including, without limitation, all copies and Derivative Works (collectively, all of the foregoing, "Intellectual Property"). Licensee covenants that it shall take any action reasonably requested by Licensor to evidence, maintain, enforce and defend Licensor's ownership of Intellectual Property. Licensee covenants that it shall take no action to jeopardize, transfer, assign, limit or interfere in any manner with Licensor's ownership of and rights with respect to Intellectual Property. Except for the explicit, limited, license rights granted by Licensor to Licensee hereunder, nothing in this Agreement shall (or shall be construed to) restrict, impair, transfer, convey or otherwise alter or deprive Licensor of any of its rights or proprietary interests in any Intellectual Property.

17.2. **Other Software.** The Licensed 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 licenses granted by the original licensors.

18. **Protection of Confidential Information.**

18.1. **Confidential Information.** By virtue of this Agreement, each party may receive or have access to information that is confidential to the other party ("Confidential Information"). For purposes of this Agreement, Licensor's Confidential Information includes, but is not limited to: (i) the pricing of the Licensed Software and Licensor Services; (ii) the terms of this Agreement; (iii) the Materials; (iv) Training Materials; (v) Software Deliverables; (vi) Maintenance Releases; (vii) Errors; (viii) Feedback; (ix) Derivative Works; and (x) all technical information concerning the Licensed Software and Licensor Services, including specifications, methodologies, research, engineering, development and future software, product and service offerings. The term "Confidential Information" of either party shall include information that is clearly marked as confidential at the time of its original disclosure from the disclosing party to the other. A party's Confidential Information shall not be deemed to include information that (i) is or becomes generally known to the public through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without use of or reference to the disclosing party's Confidential Information.

- 18.2. **Restrictions on Disclosure and Use.** Each party agrees to hold the other party's Confidential Information in strict confidence, not to make the other party's Confidential Information available in any form to any third party for any purpose and to treat all Confidential Information of the other party with the same degree of care with which it treats its own confidential information of a like nature, and in no case with less than a reasonable degree of care. Each party agrees not to use the other party's Confidential Information for any purpose other than the performance of this Agreement. Each party agrees to limit the disclosure of Confidential Information to those of its officers, directors, employees, consultants, attorneys and other professional advisors who (i) have a need to know and (ii) are subject to an ongoing legal obligation to maintain all Confidential Information on terms at least as restrictive as those contained in this Agreement. Each party agrees to ensure full compliance with the terms of this Agreement by all such parties to whom it provides Confidential Information. It will not be a breach of this Section if Confidential Information is disclosed pursuant to a subpoena or other compulsory judicial or administrative process, provided the party served with such process promptly notifies the other party and provides reasonable assistance so that the other party may seek a protective order against public disclosure.
- 18.3. **Other Confidentiality Agreements.** Notwithstanding Sections 18.1 and 18.2 immediately above, if Licensor and Licensee have entered into a separate confidentiality or non-disclosure agreement designed to protect the Confidential Information of either party that is expected to be transmitted under or in connection with the performance of this Agreement, then the terms of 18.1 and 18.2 immediately above shall not be deemed to supersede, replace, modify, augment, enhance, delete, remove, amend or otherwise alter any of the terms and conditions of such separate agreement, which agreement shall remain in full force and effect and which agreement shall be deemed to supersede 18.1 and 18.2 immediately above.
19. **Price and Payment.**
- 19.1. **Price.** Subject to Section 10 (Additional Software and Services), the price(s) for the Software Subscription and for Licensor Services shall be as set forth in the Subscription Agreement. During any Renewal Term, Licensor shall have the right to increase pricing for any Licensed Software and/or Licensor Services by up to ten percent (10%) per year.
- 19.2. **Pricing Limits.** The pricing indicated in the Subscription Agreement entitles Licensee to operate the Licensed Software within the specified parameters or limits indicated therein, including based on the number and types of Users, computer terminals, networked security inspection systems or other restrictions. Should Licensee exceed any such parameters or limits, Licensor shall have the right to modify Licensee's pricing for the Licensed Software to reflect the upgraded parameters/limits and shall notify Licensee of the pricing change.
- 19.3. **Payments.** All payment amounts under this Agreement shall be due and payable on the earlier of (i) the date(s) specified in the Subscription Agreement and (ii) 30 days of the date of Licensor's invoice therefore.
- 19.4. **Currency.** Licensee shall pay all amounts due in U.S. dollars, unless otherwise provided in the Subscription Agreement.
- 19.5. **Late Payment.** Any and all amounts past due under this Agreement shall incur a late payment charge that shall accrue at a rate of 1.5% per month or the highest rate permitted under applicable law, whichever is lower, calculated from the date due until the outstanding amount is paid in full.
- 19.6. **Taxes.** Licensee shall, in addition to any other amounts payable under this Agreement, pay all sales, use and other taxes, national, state, local or otherwise, which are levied or imposed by reason of the Software Subscription and/or Licensor Services.
- 19.7. **Notice of Payment Dispute.** Subject to applicable law, if Licensee intends to dispute any amount due under or related to this 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.
20. **Term of Agreement.** Unless otherwise expressly stated in the Subscription Agreement, the term of this Agreement ("Term") shall commence on the effective date of the Subscription Agreement and shall end upon the conclusion of the Subscription Period (including all Renewal Terms).
- 20.1. **No Cancellations or Delays by Licensee.** Licensee may not terminate this Agreement for any reason and may not delay, reschedule or otherwise vary the Subscription Period or the performance of any Licensor Services without Licensor's written consent. Such consent may be granted or withheld in Licensor's sole discretion. Such consent may be conditioned by Licensor on, among other things, prompt payment by Licensee for direct or indirect amounts arising under or related to the termination, cancellation, delay, rescheduling or other variation.

- 20.2. **Early Termination.** Notwithstanding Section 20 (Term of Agreement) above, either party may terminate this Agreement at any time upon written notice to the other party if the other party has materially breached a material term or condition of this Agreement and fails to correct such breach within 90 days following written notice detailing the breach. Notwithstanding the foregoing, failure by Licensee to make any payment amount due under this Agreement (including failure to make any payment(s) when due) shall in all instances be considered a material breach of this Agreement that must be rectified within 30 days. If Licensee is in breach of this Agreement, Licensor reserves the right, in addition to all other rights and remedies it may have under this Agreement or under applicable law, to suspend use of the Licensed Software, in whole or in part, and to withhold performance of Licensor Services, in whole or in part, until Licensee cures the breach to Licensor's satisfaction.
- 20.3. **Access Following Termination.** Following the Subscription Period, Licensee may request, and Licensor, in its sole discretion, may agree to continue providing Licensee access to the Licensed Software ("Extended Access License"). Should Licensor agree to provide an Extended Access License, the terms and conditions of this Agreement shall continue to survive and bind Licensor and Licensee with respect to the Licensed Software, except that Licensor may (i) limit the number of Users, available features, data and content, access rights, downloading and/or exporting capabilities and other permissions and (ii) terminate (at any time) the Extended Access License. Licensor may also require payment in advance for an Extended Access License. The amount due shall be calculated by reference to Licensee's most recent Subscription Price for the Licensed Software, pro-rated based on the number of days of the Extended Access License.
- 20.4. **End of Licensor Services.** Upon termination of this Agreement for any reason, Licensor shall have the right to discontinue performing or otherwise providing the Licensor Services, in whole or in part, without liability of any kind, notwithstanding whether Licensor has completed or not completed the performance of such Licensor Services.
- 20.5. **Other Rights Following Termination.** Termination of this Agreement for any reason shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind arising solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.
- 20.6. **Survival.** Sections 14, 15, 16, 17, 18, 19, 20.3, 20.5, 20.6, 21, 22, 24, 25, 26 and 27 shall survive the termination of this Agreement.
21. **Exclusive Warranties.** **THE EXPRESS WARRANTIES PROVIDED IN THESE TERMS CONSTITUTE THE ONLY WARRANTIES MADE BY LICENSOR UNDER OR IN CONNECTION WITH THIS AGREEMENT. LICENSOR MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES AND COVENANTS OF EACH AND EVERY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) OR STATUTORY. LICENSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABLE QUALITY AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**
22. **Limitation of Liability.** **TO THE EXTENT ALLOWED BY APPLICABLE LAW: (i) IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA (INCLUDING ANY LICENSEE DATA), OR INTERRUPTION OF BUSINESS OR SECURITY SCREENING OPERATIONS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, AND (ii) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, LICENSOR'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), IF ANY, SHALL NOT EXCEED THE SOFTWARE SUBSCRIPTION PRICING FOR THE 12-MONTH PERIOD THAT IS MOST DIRECTLY RELATED TO EVENT(S) GIVING RISE TO THE LIABILITY.**
23. **Force Majeure.** Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform its obligations hereunder if such failure or delay is due, in whole or in part, to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of any government body (including export authorization delays), earthquake, fire, flood, storm, embargoes, labor disputes or strikes, riots, war, cyber-attacks, malware, software hacks or other software intrusions by third parties, denial of service attacks, epidemics, pandemics, Errors, Internet disruptions, server or other network failures, power interruptions, unavailability of third party services, novelty of software/service or unanticipated software development problems; provided that such party uses reasonable efforts to limit the resulting delay in its



performance.

24. **Reciprocal Waiver of Claims.** As the Licensed Software and/or Licensor Services 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.
25. **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 Licensed 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 Licensed 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 Licensed Software or replace or modify the affected Licensed 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 Licensed Software, unless the infringing portion is also in the then-current, unaltered version; (ii) use, modification, operation or combination of the Licensed Software with non-Licensor software, 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.**
26. **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, shareholders, managers, employees and agents) from and against any and all demands, claims, actions, 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 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, contractor, subcontractor, vendor or agent of Licensee, (iii) the negligence or intentional misconduct of any User (or supervisor(s) of any User), and (iv) the negligence or intentional misconduct of any operator (or supervisor(s) of any operator) of any security screening equipment with which the Licensed Software may be networked, connected or otherwise associated.
27. **General Provisions.**
  - 27.1. **Independent Contractors.** Each of Licensor and Licensee is an independent contractor, and neither party's personnel are employees or agents of the other party. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.
  - 27.2. **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 a right of action under this Agreement or in any manner whatsoever.
  - 27.3. **Marketing Rights.** Licensor shall have an unfettered right to issue press releases and other marketing materials regarding the provision of Licensed Software and Licensor Services covered by this Agreement, including disclosing pricing, Licensee's name, and any other information deemed appropriate, in Licensor's sole discretion, for the purposes of marketing the Licensed Software and Licensor Services to investors, customers and potential customers (collectively, "Information"). Such disclosure(s), if made by Licensor, shall not be deemed a breach of Section 18 (Protection of Confidential Information). Licensee acknowledges and agrees that Licensor's use of the Information 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 the Information, including on Internet websites, on television on radio, and in data sheets, pamphlets and brochures.
  - 27.4. **No Licensee Press Release.** Licensee shall issue no press release or other public statement of any kind regarding the Licensed Software, Licensor Services or the terms or existence of this Agreement without Licensor's express written consent.
  - 27.5. **Notice.** Any notice (other than routine communications regarding Errors) required or permitted hereunder

shall be in writing, shall reference this 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 Subscription Agreement. All notices sent by Licensee shall be sent to the Licensor address set forth in the Subscription Agreement, ATTN: Division President, with a copy to Licensor's General Counsel 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.

- 27.6. **No Assignment.** Licensee shall not be permitted to assign this Agreement, including by operation of law, merger, sale of equity interests, sale or transfer of assets, or otherwise, without the express written consent of Licensor.
- 27.7. **No Solicitation; No Hire.** During the Term and for five years thereafter, Licensee agrees that it shall not, and will ensure that its affiliates and agents do not, directly or indirectly, hire or solicit or attempt to hire or solicit for employment any persons employed by Licensor, its affiliates or any party contracted by Licensor to provide any of the Licensed Software or any of the Licensor Services.
- 27.8. **Governing Law.** This 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 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.
- 27.9. **Venue.** Except for matters of injunctive relief, for which either party may seek arbitration or initiate proceedings in any court of competent jurisdiction, any controversy or claim arising out of or relating to this 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.
- 27.10. **Disputes with U.S. Government.** If Licensee is a U.S. Government agency, department or instrumentality, Section 27.9 (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 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.
- 27.11. **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 or related to this 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 Agreement or the breach thereof, 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.
- 27.12. **Licensee's Credit.** Licensor's performance under this Agreement shall at all times remain subject to Licensor's approval of Licensee's credit. Without limiting its other rights and remedies available under this Agreement or pursuant to law, Licensor shall be permitted to terminate this Agreement with immediate effect (*i.e.*, without giving Licensee opportunity to cure such breach), in whole or in part, or to suspend the provision of the Licensed Software and/or performance of Licensor Services, in whole or in part, 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 of all amounts due under this Agreement.
- 27.13. **Export Administration.** Licensee acknowledges that export and re-export of the Licensed Software, Materials, Training Materials, Software Deliverables, Maintenance Releases and other technical data and documentation, 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 authorizations required for any delivery, export and re-export of the Licensed Software, Materials, Training Materials, Software Deliverables, Maintenance Releases and other 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 such items. Licensee shall not export or re-export any Licensed Software, Materials, Training Materials, Software Deliverables, Maintenance Releases and other technical data and documentation 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(s) (as applicable). Licensor shall have the right to suspend or delay access to Licensed Software, the performance of Licensor Services, and/or terminate this Agreement with immediate effect, in whole or in part, and without liability, should Licensor not obtain in a timely way all required export licenses and approvals necessary to perform this Agreement. Performance timing is also conditioned upon Licensee obtaining and providing requested evidence to Licensor of all licenses, permits and other governmental authorizations required to receive, handle, use and store any such items that are required by the countries or local territories through which any such items may be stored, operated or otherwise used. 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 governments identifying parties who are subject to export denial orders or who are otherwise restricted or prohibited by such governments from engaging in export transactions.

- 27.14. **Commercial Computer Software**. The Licensed Software and any technical data relating thereto or derived therefrom is a "commercial product" or "commercial service" 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 Licensee is a U.S. Government agency, department or instrumentality, then the use, duplication, reproduction, release, performance, modification, distribution, disclosure or transfer of the Licensed Software and any technical 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. 27.405-3, 48 C.F.R. 227.7102-2 and 48 C.F.R. 227.7202, as applicable. This Section 27.14 (Commercial Computer Software) is in lieu of, and supersedes, any U.S. Federal Acquisition Regulation, Defense Federal Acquisition Regulations Supplement or other clause or provision that addresses United States Government rights in computer software or technical data.
- 27.15. **Suspended or Debarred Parties**. Licensee represents, warrants and covenants that it, including its 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 or any of its 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.
- 27.16. **Audit**. Licensor may, at any time during the term of this Agreement or thereafter, audit Licensee's use of the Licensed Software at Licensee's premises or remotely, as reasonably necessary to confirm that Licensee has used or is using the Licensed Software in accordance with the terms and conditions of this Agreement. Licensor may use a third-party to assist Licensor in conducting such an audit. Licensee covenants that it shall cooperate with Licensor in any such audit and will promptly make available to Licensor all information and materials reasonably required by Licensor to conduct such audits.
- 27.17. **Cumulative Remedies**. The rights and remedies expressly stated in various provisions of this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity, including, without limitation, rights or remedies under applicable patent, copyright, trade secret or proprietary rights laws, rules and regulations.
- 27.18. **No Waiver**. The waiver by either party of a breach of or a default under any provision of this 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 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.

27.19. **Severability**. If for any reason a court or arbiter of competent jurisdiction finds any provision of this 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 Agreement shall continue in full force and effect.

27.20. **Construction**. This Agreement has been negotiated by the parties and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

**End of Terms**