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ICS LLC SERVICES TERMS AND CONDITIONS

1. **ITEMS PURCHASED.** ICS LLC. (Seller), agrees to sell, and Buyer agrees to buy, the equipment (the “Goods”) and services itemized on Seller’s Quotation, Work Order, Installation Change Authorization Form, Service Agreement or Scope of Work. Buyer shall, at Buyer’s expense, provide Seller with access to Buyer’s location to complete the contracted work.

2. **PRODUCT STANDARDS.** The Goods shall comply with industry standards.

3. **TITLE/RISK OF LOSS.** Responsibility for the Goods will be assumed by Buyer upon delivery to the Installation site. Title to goods will pass upon payment of all outstanding contract invoices. Notwithstanding other provisions in this Agreement, Buyer does not have any right to cancel this Agreement after execution. Should Buyer attempt to cancel this Agreement after execution, Buyer will be responsible for any payment and that payment shall be immediately due and owing. SELLER shall have no responsibility and liability to third-party carriers and suppliers should Buyer attempt to cancel this Agreement or any arrangements with the third-party carriers and suppliers. Buyer agrees to indemnify and hold harmless SELLER for all claims, actions, lawsuits, damages, and penalties arising out of any attempt of Buyer to cancel this Agreement and/or any arrangement with third-party carriers and suppliers, including costs and attorneys’ fees.

4. **PAYMENT.** Payment shall be made to ICS LLC, 5100 Oak Park Road, Suite 205, Raleigh. North Carolina 27612. USA. Payment terms/amounts are listed on the Sales Agreement, Installation Change Authorization, Service Agreement or Work Order. Unless otherwise noted or agreed, payment term are: 50% on order, 50% on delivery of equipment to site. System price does not include applicable taxes. Payments are in U.S. dollars only.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 1.5 percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees and costs. Buyer may elect to negotiate a third-party lease, in lieu of cash payment (subject to credit approval). Lease rates quoted are subject to third-party lessor approval. Seller is not responsible for guaranteeing lease rates or lease approval. In the event that Buyer cannot obtain leasing, cash payment shall be required pursuant to the above stated terms. If the Buyer arranges to lease the system, and Seller provides the services/equipment in accordance to this agreement, the Buyer agrees to have the leasing company pay Seller cash payment terms of 50% of purchase price upon contract execution, and 50% upon installation and acceptance of the Goods by Buyer. Buyer shall sign leasing company Delivery and Acceptance documents immediately upon completion of work, which is defined as 1) the Goods were delivered according to a Scope of Work agreed upon by the Buyer prior to Delivery and 2) the Goods have been installed according to manufacturer’s specifications. In addition to any other right or remedy provided by law, if the Buyer fails to pay for the Goods and/or Services delivered when due, the Seller at its option may treat such failure to pay as a material breach of this Contract, and may terminate this Contract and/or seek legal remedies available, including but not limited to injunctive relief.

5. **WARRANTIES.** Seller warrants that the Goods shall be free of substantive defects in material and workmanship.

The Seller makes no warranties, expressed or implied, except as specifically stated herein. SUCH WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The failure of the Buyer or Seller to fulfill the obligations within this agreement.

7. REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Contract if the default is not cured within 10 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

8. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. NON-SOLICITATION COVENANT. During the period of this agreement and for a period of 2 years after termination of this agreement, Buyer will not directly or indirectly solicit, induce or attempt to induce any employee or subcontractor of Seller, to terminate his or her employment or relationship with Seller. Seller agrees that it shall not directly or indirectly solicit, induce or attempt to induce any employee of Buyer to terminate his or her employment with Buyer. This provision shall survive the termination of this agreement for the period stated herein. A violation by the Buyer of this paragraph shall be deemed a material violation of this Agreement and will justify legal and/or equitable relief specifically including injunctive relief; it being recognized by the parties that damage will be incurred by Seller for which there is no adequate legal remedy by law. If such a violation occurs and Seller seeks legal remedy resulting in an injunction or judgment in the favor of Seller, the Buyer shall be responsible for reimbursing Seller for all reasonable legal expenses incurred.

10. CONFIDENTIALITY. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Contract as confidential and to take all reasonable precautions against disclosure of such

information to unauthorized third parties during and after the term of this Contract. Buyer grants Seller permission to use its name in proposals or on its web site for marketing purposes only.

11. NOTICES. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for by the addressee.

12. ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

13. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written which have not merged into this agreement.

14. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties. All services/equipment provided shall be listed on documents named as Sales Agreements, Amendments, Attachments, Installation Change Authorization forms or Work Order Forms.

15. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. TOLL FRAUD. Seller shall install the Goods according to manufacturer's specifications to ensure that the Buyer is reasonably protected from toll fraud. The Buyer understands, however, that toll fraud may still occur. In the event that toll fraud occurs and the Seller can demonstrate that it took reasonable measures to prevent such events from happening, the Buyer shall hold the Seller harmless and if necessary, defend the Seller in any legal action resulting from such events.

18. LIMITATIONS OF 911 SERVICE. Seller is neither a telecommunications nor information services provider and disclaims any duties or legal obligations attributable to such entities for purposes of ensuring Buyer access to emergency 911 services. Seller is in the business of selling, installing and maintaining communications systems only. The communications systems sold, installed and maintained by Seller may have inherent technological limitations which may limit Buyer's ability to access emergency 911 services. By executing this agreement, Buyer acknowledges the Seller's role. Should any legal action result from the failure to be able to access emergency 911 services relating to the Buyer's telecommunications equipment or services, the Buyer shall hold the Seller harmless and if necessary, defend the Seller in any legal action resulting from such events.

19. APPLICABLE LAW. This Contract shall be governed by the laws of the State of North Carolina and the parties agree that venue for any action arising from or based upon this agreement shall be brought in Wake County, North Carolina.

20. ELECTRONIC COMMUNICATIONS AND MONITORING. ICS LLC provides various forms of communications equipment, computers and software for use by employees. This equipment and software is for business use only. ICS LLC hereby notifies its customers that it may monitor all ICS LLC computers, telephones and electronic communications by its employees for the express purpose of quality assurance, identifying mis-use and taking disciplinary action when necessary. This includes the recording of telephone conversations and computer access that may occur between its employees and customers. The Customer acknowledges these practices and grants permission for ICS LLC to perform such monitoring.

911 Addendum

The following list of 911 limitations which may be associated with the Goods purchased, installed and maintained by ICS LLC is critical information that needs to be understood by both prospective and in-service customers:

The Goods need high speed internet and/or phone service to work, so if the Internet or phone service is down the Goods will not work.

The Goods need power to work, so your communications system (including the ability to dial 911) may be unavailable during a power failure, broadband Internet or phone service outage.

The Goods may have certain inherent limitations as compared with traditional Enhanced or E911.

When you dial 911 using the Goods, you may be connected to an intermediate operator. This operator will ask that you to provide your location and will then transfer you to the emergency services agency that serves the area you have identified.

When calling for emergency help, you must be prepared to provide your location and call-back number with the operator.

If you call 911, stay on the line until instructed to hang up; call back if you get disconnected.

You must ensure that you understand the 911 limitations of your VoIP service and IP phone systems, and that other potential users are made aware of these limitations.

How does VoIP 911 dialing work?

At present, VoIP 911 services are similar to using 911 service via a cell phone which does not have location identification technology installed. When you dial 911 you will be connected to a PSAP (Public Service Access Provider). They will ask which service you require, Fire, Police, or Ambulance. Then they will ask you to provide them with you location, such as house number, street address, city etc. They do this because you could be calling from anywhere you have access to a highspeed Internet connection.

Once you have provided the information the PSAP will connect and dispatch the emergency services you require.

Circumstances in Which 911 Service Would or Would Not be Available:

911 dialing will not function in the following circumstances:

Power Failure or Disruption – should there be a power failure or disruption, ALL Service and 911 dialing will stop operating until power is restored. The Customer may need to reset or reconfigure equipment prior to using the Service or 911 dialing.

Broadband Service / ISP Outage or Termination / Suspension or Termination by broadband service provider – service outages or suspension or termination of service by your broadband provider and/or ISP will prevent ALL Service including 911 dialing.

Service Outage Due to Suspension of Your Account – service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing.

Other Service Outages – any other service outage for ANY reason will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited, to those reasons described elsewhere in this Agreement.

THE NATURE OF VOIP 911 SERVICE ACCESSIBLE THROUGH SELLER'S GOODS AND CONDITIONS ON USE:

Possibility of Network Congestion and/or Reduced Speed for Routing

Due to the technical constraints on the manner in which it is possible to provide 911 dialing at this time, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made using your Goods as compared to traditional 911 dialing over traditional public telephone networks. Therefore, 911 calls may take longer to reach PSAPs or local emergency service providers than in the case of traditional 911 calls.

Automated Number Identification

One or more telephone companies route 911 traffic to an operator who routes the call to the correct PSAP. Therefore at this time it is not possible for the PSAP and the local emergency personnel to identify your phone number when you dial 911, in order to call you back if your call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your phone number and/or if the Service stops operating for any reason, including without limitation, those listed elsewhere in this page.

Automated Location Identification

At this time it is not possible to transmit identification of your physical address to the operator who routes the call to the PSAP and local emergency personnel for your area when you dial 911. You will therefore need to state your location, as the operator will NOT have this information. Once you are transferred to the PSAP and local emergency personnel, you will need to state the nature of your emergency promptly and clearly, including your location, as the PSAP and local emergency personnel will NOT have this information. The operator and/or PSAP and local emergency personnel will not be able to find your location if your call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service stops operating for any reason, including without limitation, those listed elsewhere in this page.

MATERIAL DIFFERENCES BETWEEN VOIP 911 SERVICE ACCESSIBLE THROUGH SELLER'S GOODS AND TRADITIONAL E911 SERVICE:

Non-Availability of Traditional 911 or E-911 Dialing Service

The 911 service available by using the Goods differs in a number of important ways (some, but not necessarily all, of which are described in this Addendum) from 911 or E911 emergency services as provided by traditional local exchange carriers. You acknowledge that you have read, understood, and agree to the terms and conditions regarding VoIP 911 service available through use of Seller's Goods.

Routing of 911 Calls

When you dial 911, your call is routed from the network of your broadband provider to an operator, who then asks for your physical location and phone number. The operator then routes your call to the Public Safety Answering Point (PSAP) designated for the physical location that you provided. The call may be routed to the general telephone number for the PSAP or local emergency service provider (which may not be answered outside business hours), rather than traditional 911 dispatcher(s). There may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to traditional 911 calls. Seller disclaims any and all liability or responsibility in the event that the information or routing is incorrect to the general telephone number for the local emergency service provider.

Failure to Designate the Correct Physical Address When Making a 911 Call

Failure to provide the current and correct physical address and location of your Goods to the operator will result in any 911 communication you may make being routed to the incorrect local emergency service provider. The address information that you provide must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

MEASURES THAT SHOULD BE TAKEN BY A 911 CALLER AS A RESULT OF SUCH DIFFERENCES:

Alternative 911 Arrangements

You acknowledge that Seller is neither a telecommunications nor information services provider and therefore does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

BUYER'S OBLIGATION TO INFORM ALL USERS AND POTENTIAL USERS OF THE GOODS OF THE NATURE AND LIMITATIONS OF VOIP 911 SERVICE:

Other Users

You agree to inform any employees, agents, household residents, guests and other third persons who may be present at the physical location where you use the Goods, of the non-availability of traditional 911 or E911 dialing from Seller's Goods, and of the important differences and limitations of VoIP 911 described in this addendum as compared with traditional 911 or E911 dialing.

APPLICABLE LIMITATIONS OF LIABILITY:

Limitation of Liability and Indemnification

Neither Seller nor its directors, officers, employees affiliates and agents will be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to any outage and/or inability to dial 911 from your line or to access emergency service personnel unless it is proven that the act

or omission proximately causing the claim, damage, or loss constitutes gross negligence or intentional misconduct on the part of Seller.

You agree to defend, indemnify, and hold harmless Seller, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you or to Seller in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable legal fees and expenses) by, or on behalf of you or any third party or user of your Service relating to the absence, failure or outage, including 911 dialing and/or inability of you or any third person or party or user of the Goods to be able to dial 911 or to access emergency service personnel, and any misroutes of 911 calls, including but not limited to your provision to Seller of incorrect information in connection therewith.

SOFTWARE EULA

Software and/or documentation license agreement **Standard Terms**

Acceptance: Read the following agreement carefully before installing, downloading, or using the Alcatel-Lucent Enterprise software or associated documentation (as “**Material**”): by clicking on the “Accept” button while installing, downloading, and/or otherwise by installing, downloading or using the Material, You agree to the terms and conditions of this agreement. If You do not agree to all of the terms and conditions of this agreement, promptly click on the "Decline" or "I Do Not Accept" button, cancel the installation or downloading, or destroy or return the Material to the entity authorized by ALE to provide You with a copy of it (as “**Partner**”), or to an ALE company if you obtained the copy directly from it. **YOU AGREE THAT YOUR USE OF THE MATERIAL CONSTITUTES ACKNOWLEDGEMENT THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREED TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Several license agreements: IF You received several license terms purporting to govern the use of the Material, they will effectively prevail in the following order in case of inconsistency: the license agreement You received from the Partner, the one shipped with the Material, and the one You received directly from an ALE company. The provisions of the Product Exhibit below if any, shall prevail in case of inconsistency with the Standard Terms.

Licensor and Licensee: Your use of the Material is triggered by a purchase agreement, or terms of use of a service, or other commercial agreement (as “**Separate Agreement**”), with a Partner or an ALE company. This license agreement is between: (a) “**Licensor**”, being depending on the contracting party for the Separate Agreement, the Partner or an ALE company, and (b) “**Licensee**”, being either the legal entity which entered into the Separate Agreement, and uses the Material through You, or alternatively Yourself, having entered the Separate Agreement as an individual.

IF Licensee is a legal entity, You, as an individual, represent that you have full authority to legally bind the Licensee and take on its behalf the legal commitments in this agreement when clicking on the “Accept” button while installing, downloading, and/or otherwise by installing, downloading or using the Material.

1. License scope: Subject to all other terms in the agreement, Licensor grants Licensee, a non-exclusive, internal, personal and object code (as regard software) license under copyright to use one copy of the Material. Licensee may make one (1) copy of the Material solely for backup usage if and to the extent required.

If the Material (as regard software) is incorporated into, shipped with, or otherwise designed to operate in combination with, an Alcatel-Lucent Enterprise hardware product, it may solely be used and copied in connection with the operation of such hardware product.

Additional rights to use, modify, copy, or distribute the Material may be granted to Licensee in the Separate Agreement by Licensor, or as mentioned in section 3 below by a third party.

The license is subject to payment in full of fees, if any, specified in the Separate Agreement.

This is a license, not a transfer of title: Licensee may own the magnetic or other physical media on which the Material is originally or subsequently fixed, not any intellectual property rights in the Material.

2. License restrictions: Unless authorized by the applicable law with no possibility to contractually supersede, or by written authorization from Licensor (such as, without limitation, in the Separate Agreement), Licensee may not, nor attempt to: (a) reverse engineer disassemble, decompile or otherwise attempt to rebuild the source code (as regard software) from the Material: Licensee shall provide Licensor at least forty-five (45) working days advance written notice before attempting to perform such actions that it believes warranted by law or otherwise; (b) copy, modify, create derivative works of, translate, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer or grant access to the Material, in whole or in part, nor permit any other party to do any of the foregoing; (c) use or permit the Material to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise; or (d) remove from the Material any of the trademarks, trade names, logos, patent or copyright notices or markings or add any other notices or markings to it.

3. Third party software: Licensee acknowledges that third party software, including without limitation "Free and Open Source Software", may be incorporated into, packaged with, or otherwise shipped with, the Material, that is governed by its own license terms. When presented by Licensor with the text of such third party license terms (such as, without limitation, in the Product Exhibit below, or in text files accompanying the Material), Licensee shall abide by them. Such third party license terms may grant Licensee rights to use, modify, copy, or distribute the third party software in addition to the rights granted herein by Licensor for the Material, and that this agreement does not limit.

4. Term-termination-survival: Unless terminated earlier by Licensor as permitted by an agreement in writing with Licensee (such as, without limitation, in the Separate Agreement), the term of this license is the duration of copyright on the Material.

It shall terminate automatically without notice if Licensee fails to comply with any provision hereof.

Upon expiration or termination, Licensee shall immediately cease using the Material and promptly destroy at its own cost all copies of it, including backup copies, if any.

Fees paid by Licensee prior to expiration or termination of this agreement for the use of the Material, if any, are non refundable. Fees owed by Licensee prior to expiration or termination of this agreement for the use of the Material, if any, continue to be owed.

The provisions of sections 2. to 12. of this agreement shall survive expiration or termination.

5. LIMITED WARRANTY: Except as provided in the Separate Agreement, THE MATERIAL IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO ALE COMPANY, NO PARTNER, NO THIRD PARTY SUPPLIER, NO OTHER DISTRIBUTOR OR RESELLER HAVING BEEN INVOLVED IN THE CREATION, PRODUCTION OR DISTRIBUTION OF THE MATERIAL MAKES ANY (EXPRESS OR IMPLIED) WARRANTY OR REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE MATERIAL, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, OR THAT THE MATERIAL WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, NO WARRANTY IS GIVEN BY ANY PARTY THAT THE MATERIAL (AS REGARD SOFTWARE) WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

FUTHERMORE NO WARRANTY IS GIVEN AS TO THE USE OF THE MATERIAL IN HIGH-RISKS SITUATIONS BY PROVIDING THAT THE MATERIAL IS NOT FAULT TOLERANT, NOR DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE (INCLUDING, WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR MILITARY SYSTEMS) IN WHICH FAILURE OF THE MATERIAL COULD LEAD DIRECTLY OR INDIRECTLY TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. NO ALE COMPANY, NO PARTNER, NO THIRD PARTY SUPPLIER, NO OTHER DISTRIBUTOR OR RESELLER HAVING BEEN INVOLVED IN THE CREATION, PRODUCTION OR DISTRIBUTION OF THE MATERIAL MAY BE HELD LIABLE FOR USE OF THE MATERIAL IN HIGH-RISKS SITUATIONS.

6. LIMITATION OF LIABILITY: Except as provided in the Separate Agreement, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO ALE COMPANY, NO PARTNER, NO THIRD PARTY SUPPLIER, NO OTHER DISTRIBUTOR OR RESELLER HAVING BEEN INVOLVED IN THE CREATION, PRODUCTION OR DISTRIBUTION OF THE MATERIAL, SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE OF AN ECONOMIC OR FINANCIAL NATURE), HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT OR NEGLIGENCE OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL OR ANY PART OF IT, EVEN WHEN FORESEEABLE OR WHEN HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THOSE COUNTRIES/STATES/JURISDICTIONS WHERE EXCLUSION OF LIABILITY IS NOT ALLOWED BUT LIMITATION OF LIABILITY IS, ANY LIABILITY SHALL, UNDER THIS AGREEMENT, WHICHEVER THE NUMBER OF CLAIMS, BE LIMITED IN THE AGGREGATE TO THE AMOUNT OF THE LICENSE FEE/PRICE, IF ANY, OF THE MATERIAL (ANY TAX EXCLUDED) AS SET FORTH IN THE LICENSOR'S THEN CURRENT PUBLIC PRICE LIST AT THE TIME THE CLAIM IS MADE.

Nothing contained in this agreement limits Licensor's liability to Licensee in the event of death or personal injury resulting from Licensor's negligence.

Reference herein to a legal entity having been involved in the creation, production or distribution of the Material shall be deemed to include its directors, officers, employees, and agents.

7. Assignment/Transfer: Licensee is not allowed to assign or transfer this agreement or any rights hereunder. The foregoing limitation does not apply where applicable law requires that Licensee be authorized to transfer the Material to a bona fide end user. In such a case, the end user receiving the transferred Material must agree to all the terms of this agreement, and Licensee's license is immediately and automatically terminated.

Licensor is allowed at its sole discretion to assign or transfer this agreement or any rights hereunder to any third party, without giving prior notice.

8. US Government: The software and documentation in the Material are respectively "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202 and their successors, as applicable, use, reproduction and disclosure of the Material is governed by the provisions of this agreement when Licensee (or its successor or permitted assignee) is an agency or instrumentality of the United States Government.

9. Compliance with laws and regulations – Export control: Licensee agrees that it shall use the Material in a manner that strictly complies with all applicable laws and regulations. Furthermore, Licensee agrees that it shall

comply with all export, import and re-export laws and regulations of France, the United States of America, and China, and any other countries where the Material is used, imported, exported or re-exported, including those regulations applicable to dual usage of goods.

10. Entire Agreement: These Standard Terms and the Product Exhibit constitute the entire agreement between Licensee and Licensor with respect to licensing of the Material, and supersedes any prior representations, discussions, undertakings, communications or advertising relating to such licensing.

If any provision of this agreement is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the provisions herein will remain valid and in full force and effect.

Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such right or provision.

11. Applicable law-exclusive jurisdiction: IF Licensee is located:

- in the United States of America: the laws of the State of North Carolina, and Federal or State Courts of Wake County, North Carolina, USA, in which all parties herein consent to personal jurisdiction;
- elsewhere: the laws of the United States of America, and the Federal Courts located in the Eastern District of North Carolina and the Fourth Circuit; Carolina;

in each case without regard to conflict of laws principles.

12. Third Party Beneficiary: IF Licensor is a Partner, Licensor and Licensee acknowledge and agree that ALE International, and affiliated ALE companies, are third party beneficiaries of this license agreement, and that, upon Licensee's acceptance of the terms and conditions herein, ALE International and its affiliated ALE companies will have the right (and will be deemed to have accepted the right) to enforce this license agreement against Licensee as third party beneficiary thereof, and shall benefit from all the rights and remedies of Licensor under this license agreement without prejudice however to other rights and remedies that may be available to them or to the Partner.