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Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. **Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer EULA (www.sevone.com/us.html) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering

Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) Termination. Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) Customer Indemnities. All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:

> Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

END-USER LICENSE AGREEMENT

READ CAREFULLY THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT ("AGREEMENT") BEFORE YOU CLICK ON THE "ACCEPT" BUTTON. BY CLICKING ON THE "ACCEPT" BUTTON AND SELECTING AND UTILIZING THE LICENSED SOFTWARE AND EQUIPMENT, INCLUDING ANY UNDERLYING SERVICES, OR ANY TECHNOLOGY, IDEA, DATA AND DATABASES, ALGORITHM OR INFORMATION CONTAINED IN THE LICENSED SOFTWARE OR PROVIDED THEREWITH OF SEVONE, INC. ("SEVONE"), YOU (WHETHER AN INDIVIDUAL OR FORMAL LEGAL ENTITY) (HEREINAFTER REFERRED TO AS "YOU") HAVE CREATED A LEGAL AGREEMENT WITH SEVONE AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO YOUR USE OF THE SOFTWARE.

1. Grant of Rights
1.1 License; Copies. Subject to the terms and conditions of this Agreement, SevOne hereby grants to Customer a non-exclusive, non-transferable, perpetual license (without the right to grant sublicenses) to execute and use the object code version of SevOne's proprietary software products and any third party software licensed to SevOne and provided to Customer, as further set forth in an applicable Order issued by Customer and accepted by SevOne (including any updates and upgrades thereof provided as part of SevOne's support and maintenance services) (the "Software"), on the Equipment (as designated in the Order) on which the Software is pre-installed, in accordance with the related Documentation, solely for Customer's own internal business operations, (which includes internal data processing) and in accordance with the scope and type of use set forth in such Order, at the installation site set forth in the Order (the "Site"). Software shall not mean software subject to open source, GPL or similar licensing terms. Customer will keep Documentation with the Products and not allow any unauthorized access to, copying of, or the creation of derivative works from, the Documentation. Unless otherwise authorized by SevOne in writing, Software may only be used on the particular Equipment provided by SevOne, as set forth in the Order and specified by serial number. Customer may relocate the Equipment on which the Software resides upon SevOne's prior written consent.
1.2 Restrictions. Except as otherwise expressly provided in this Agreement (or where such restrictions are prohibited by law), Customer shall have no right, and Customer specifically agrees not to: (i) transfer, assign or sublicense its license rights to any other person, or use the Software on any other hardware other than the Equipment; (ii) make error corrections or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do so; (iii) rent, lease, loan or use the Software as a service bureau, as an application service provider, to perform consulting or training services for a third party or in any commercial time share arrangement; (iv) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software; (v) use the Software in contravention to any applicable laws or government regulations; or (vi) remove any product identification, trademark, copyright or other notices contained in or on the Software and, if applicable, the Equipment. Further Customer is not licensed to, and shall not, install any other product or software on the Equipment, nor may Customer de-install the Software from the Equipment, without the prior, express written consent of SevOne. Additional rights and/or restrictions regarding use of the Software and/or the Equipment may be set forth in an applicable Order.
1.3 Ownership. SevOne and its suppliers reserve any and all rights, implied or otherwise, which are not expressly granted to Customer hereunder, and retain all rights, title and interest in and to the Software. Customer acknowledges and agrees that this Agreement in no way shall be construed to provide to Customer, or any third party, any express or implied license to use, copy or otherwise exploit the Software or any portion thereof, or if applicable, the Equipment, (including any intellectual property embodied therein) other than as specifically set forth in this Agreement. Without limiting the foregoing, Customer may not sublicense or otherwise distribute the Software or, if applicable, the Equipment or any portion thereof to any affiliate or any other third party, unless otherwise authorized by SevOne in writing.
1.4 Audit Rights. Customer agrees to limit usage of the Software as specified in the Order. In the event the use of the Software exceeds that licensed by Customer, Customer agrees to immediately notify SevOne in writing and pay to SevOne the then-current fee associated with such additional usage. SevOne may, upon thirty (30) days advance notice and at its expense, conduct an annual audit, during Customer's normal business hours, of Customer's use of the Software and Equipment to verify

compliance with this Agreement. If the audit reveals that Customer's use has exceeded the authorized use of the Software by more than five percent (5%) or more, Customer shall reimburse SevOne for the expense of such audit and shall promptly pay to SevOne any and all fees owing as a result of such discrepancy.

2. Infringement Indemnity

2.1 Indemnification. Subject to the limitations set forth in this Section 2, SevOne shall defend, or at its option, settle any claim or action against Customer and hold Customer harmless from any and all liabilities, damages, expenses, settlements and costs (including reasonable attorneys fees) finally awarded against Customer, arising from or occurring as a result of any third party claim or action alleging that the Products infringe any United States patent or copyright.

2.2 Procedure. SevOne's obligation to indemnify Customer under this Section 2 shall be subject to Customer: (i) promptly notifying SevOne in writing within ten (10) days of first learning of the claim or action giving rise to the indemnity; (ii) providing SevOne with sole and exclusive control over the defense and/or settlement of such action or claim; and (iii) providing SevOne with proper and full information and reasonable assistance to defend and/or settle any such claim or action. SevOne shall not be responsible for indemnifying Customer with respect to costs incurred, or amounts paid in any settlement, unless SevOne approved such costs or settlements in advance.

2.3 Exceptions. SevOne will have no liability under this Section 2 for any claim or action where such claim or action results from (i) combination, operation or use of the Products with other hardware or software not provided by SevOne; (ii) modification of the Products unless such modification was made or authorized by SevOne; (iii) compliance with Customer's designs, specifications or instructions; or (iv) Customer's use of the Products in any manner inconsistent with the terms of this Agreement or any document provided by SevOne. Notwithstanding anything to the contrary, SevOne shall not be liable for any claim based on Customer's use of the Products after SevOne has informed Customer of modifications of the Products required to avoid such claims and offered to implement those modifications, if such claim would have been avoided by implementation of such modifications.

2.4 Infringement Remedies. If Customer's use of the Products becomes enjoined, SevOne may at its sole option: (i) procure, at no cost to Customer, the right to continue using the Products; (ii) replace or modify the Products to render them non-infringing; or (iii) if, in SevOne's reasonable opinion, neither (i) nor (ii) above are commercially feasible, immediately terminate SevOne's obligations (and Customer's rights) under this Agreement with regard to such Products, and, if Customer returns such Products to SevOne, refund to Customer the price originally paid by Customer to SevOne for such Products as depreciated or amortized by an equal annual amount over five (5) years.

2.5 Sole and Exclusive Remedy. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF SEVONE AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS OR COPYRIGHTS, BY THE PRODUCTS.

2.6 WARRANTIES; DISCLAIMER. a) SevOne represents and warrants that it is the lawful owner or licensee of the Software and has full legal power and authority to license the Software to Customer as provided in this Agreement. If there is a breach of such warranty, then SevOne shall, as Customer's sole remedy, provide Customer the indemnity set forth in Section 2. (b) SevOne warrants that, at the time of delivery and for ninety (90) days thereafter (the "Warranty Period"), (i) the Software will operate in substantial conformity with the then current Documentation supplied by SevOne from time to time when used in compliance with such Documentation; (ii) the master copy of the Software has been properly tested for viruses, Trojan horses, trap doors and similar devices that could disrupt or disable a computer system or any of its components and that, to the best of SevOne knowledge the Software, as delivered, contains no such devices; (iii) the Software, including any embedded software, in any media form, does not contain a lockup program, or any undisclosed restrictive code or automatic restraints which in any manner may interfere with Customer's use of the Software, and/or restrict Licensee from accessing its data files, except for any commercially reasonable security designed by SevOne or its suppliers to restrict access to the Software in accordance with any limitations set forth in the Order, and (iv) the media containing the Software will be free from defects in material and workmanship. This warranty applies only to the standard version of the Software made generally available by SevOne. If the Software fails to perform as warranted and SevOne is notified in writing of such failure during the Warranty Period, SevOne shall, as Customer's sole remedy, provide all reasonable programming services within a reasonable period of time to correct or, at SevOne's sole option, replace the Software. (c) SevOne warrants that any maintenance, support and professional services provided hereunder shall be performed

by qualified personnel in a professional manner, consistent with industry standards. If SevOne is notified in writing of a breach of this warranty within ninety (90) days of delivery of the services, then SevOne shall, as Customer's sole remedy, within a reasonable period of time, provide reasonable services to correct such breach. (d) Customer acknowledges that SevOne makes no representation or warranty, and bears no liability or responsibility, with respect to any other third-party programs or applications which Customer uses in conjunction with the Software. Customer acknowledges that SevOne makes no representation or warranty, and bears no liability or responsibility, with respect to any other third-party programs or applications which Customer uses in conjunction with the Software or Equipment. EXCEPT AS SPECIFIED IN THIS SECTION 2.6, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATING TO THE PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

3. Limitation of Liability

3.1 Direct Damages. WITH THE EXCEPTION OF AN INDEMNIFICATION CLAIM BROUGHT PURSUANT TO SECTION 2.1, OR DAMAGES FOR DEATH OR BODILY INJURY CAUSED BY SEVONE'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF SEVONE AND ITS SUPPLIERS AND CONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AMOUNTS PAID BY CUSTOMER TO SEVONE FOR SUCH PRODUCTS OR SERVICES, DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCE, GIVING RISE TO SUCH LIABILITY, OR $500,000.00. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

3.2 Waiver of Consequential Damages. EXCEPT FOR (A) CUSTOMER'S BREACH OF SEVONE'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION ANY OF THE LICENSING TERMS AND RESTRICTIONS SET FORTH HEREIN, OR (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS CONTAINED HEREIN, IN NO EVENT SHALL A PARTY OR ITS SUPPLIERS OR CONTRACTORS BE LIABILE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3 These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

4. Termination

4.1 By SevOne. SevOne shall have the right to terminate this Agreement, and/or any of Customer's licenses to the Software granted herein, without liability, in the event Customer (i) fails to cure a payment default under this Agreement within thirty (30) days of SevOne sending to Customer a default notice (ii) fails to comply with any other term or condition of this Agreement within thirty (30) days of receiving a notice to cure such failure, or (iii) becomes insolvent or takes any action to wind-up, liquidate or otherwise cease doing business. In addition, this Agreement and all licenses granted hereunder shall automatically terminate if Customer transfers the Equipment to a third party.

4.2 By Customer. Customer may terminate this license at any time for any reason, upon written notice to SevOne. This license shall automatically terminate if Customer transfers the Equipment to a third party.

4.3 Effect of Termination. Upon any termination of this Agreement or an Order, all applicable licenses are also terminated, and Customer shall immediately cease use of the applicable Software and shall return to SevOne such Software and all copies thereof. However, if this Agreement is terminated, but not outstanding Order, the terms and conditions of this Agreement shall continue to govern such Order. Termination of the term of this Agreement or an Order shall not limit either party from pursuing any remedies available to it, including injunctive relief, or relieve Customer's of its obligation to pay all fees that have accrued, have been paid, or have become payable by Customer hereunder.

4.4 Survival. The provisions of Sections 1.4, 2, 3, 4.3, 5, 6 and 7 shall survive termination of this Agreement.

5. Confidentiality

5.1 Confidential Information. Either party may, from time to time, deliver to the other certain non-public information including formulas, flow charts, diagnostic routines, business information, forecasts, financial plans and data, balance sheet information, customer information, marketing plans, hardware, software

and unannounced product information (collectively, "Confidential Information"). Such Confidential Information, if in writing, shall be marked prominently with the legend "confidential", "proprietary", or with a similar legend, or if disclosed orally shall be described as Confidential Information at the time of oral disclosure. However, regardless of any marking or subsequent summary, information disclosed shall be considered confidential if a reasonable person under the circumstances would understand such information to be of a confidential nature. Notwithstanding anything to the contrary herein, the Software, Documentation and non-public Product information shall be deemed Confidential Information.

5.2 Protection. A party shall not use or disclose Confidential Information of the other, except as expressly authorized by this Agreement or in writing by the disclosing party, using the same degree of care which receiving party uses with respect to its own proprietary information, but in no event with less than with reasonable care.

5.3 Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the receiving party can show is or was:

(i) Already known to the receiving party at the time of disclosure without obligation of confidentiality;

(ii) Independently developed by the receiving party without use of or access to the other party's Confidential Information;

(iii) Approved for disclosure by the disclosing party beforehand and in writing;

(iv) Publicly known without breach of this Agreement;

(v) Lawfully received by receiving party from a third party without obligation of confidentiality;

(vi) Required to be disclosed by applicable law or order of a court, tribunal or other governmental agency; provided, however, that the receiving party shall promptly notify the disclosing party in writing of such requirement, and shall cooperate with the disclosing party to minimize the scope of any such disclosure, and in the obtaining of a confidentiality, protective or similar order.

6. General Provisions

6.1 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods shall not apply.

6.2 Entire Agreement. This Agreement and all Orders agreed by the parties are the entire agreement of the parties, and supersedes all prior agreements and communications, written or oral, between the parties with respect to the subject matter of this Agreement. The terms and conditions of any purchase orders or invoices issued by a party shall not be binding even if accepted by the other party. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired. This Agreement may be modified only by a written agreement executed by authorized officers of each party. No delay or omission to exercise any right or remedy accruing to either party hereunder shall impair that right or remedy, or be construed to be a waiver of any breach or default.

6.3 Execution. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original.

6.4 Assignment. Customer may not assign this Agreement without the prior written consent of SevOne and any such attempted assignment shall be void. SevOne may assign this Agreement in the event of a merger, acquisition or sale of all or substantially all of SevOne's assets. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and permitted assigns.

6.5 Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, labor disputes, shortages of supplies, fire, war, and disruption related to terrorism, epidemics, or delays of common carriers. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

6.6 Export. Customer hereby acknowledges that the Products supplied by SevOne hereunder are subject to export controls under the laws and regulations of the United States, as well as any applicable laws and regulations of the territories outside of the United States. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer SevOne Products without first obtaining all required governmental authorizations or licenses. SevOne and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

6.7 Notice. Any notice under this Agreement must be in writing and is deemed given and effective 3 business days after mailing first class, postage prepaid, or when sent by facsimile (confirmed by first class mail) or when delivered by overnight express or other delivery service, to the party at the address listed above.

6.8 Publicity. Customer agrees that SevOne may list Customer's name in any customer lists and it will cooperate with SevOne in the preparation of a press release to be issued by SevOne immediately following the Effective Date announcing the signing of Customer as a customer of SevOne.

7. Order of Precedence

In the event Customer has executed a separate master license agreement with SevOne, this Agreement shall be of no force or effect, and the separately executed master license agreement shall govern the parties' respective rights and obligations.