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2. **TERM.** This Agreement and License are perpetual and apply to only Version \_\_\_\_\_ of NASGRO. The Customer may terminate this Agreement and the License at any time by destroying such IP. The License will also terminate upon conditions set forth elsewhere in this Agreement or if the Customer fails to comply with any term or condition of this Agreement. The Customer agrees upon such termination to destroy the IP and if requested, to certify in writing to SwRI confirmation of such destruction.
3. **LIMITED WARRANTY.** SwRI warrants the media containing the IP to be free from defects in materials and workmanship under normal use by the original purchaser for a period of ninety (90) days from date of receipt.

**EXCEPT AS STATED ABOVE, THE IP IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF REMEDIES.** The entire liability of SwRI, and the Customer’s sole and exclusive remedy, is limited to the replacement of any media not meeting SwRI’s limited warranty provided such defective media shall be returned to SwRI.

**IN NO EVENT WILL SwRI OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE IP BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY OR PATENT OR COPYRIGHT INFRINGEMENT OR ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST DATA OR PROFITS, ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM(S), EVEN IF SwRI OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY PARTY.**

5. **EXPORT/IMPORT COMPLIANCE.** Without limiting the generality of the foregoing, Customer specifically acknowledges and agrees that the IP is subject to U.S., foreign, and international export control, import, and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (“EAR”) and regulations administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), in its use of and any other dealings involving the IP.

Customer understands and agrees that the export, reexport, transfer (in-country), sale, lease, or supply, or any other access to or use of the IP to or in a third country or to, by, or for a different end-user or end-use may require a license or other authorization from the Government of the United States. Customer warrants that it will not, directly or indirectly, export, reexport, transfer, sell, lease, supply, or allow access to or use of the IP to or by another end-user or third party, including a

parent or affiliate company; or to, in, by, or for sanctioned, embargoed, or prohibited countries/regions, persons, or end-uses, without authorization from the U.S. government and the express written approval of SwRI. Customer understands that countries/regions currently sanctioned or embargoed by the United States include, but are not limited to, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine. Customer further understands that persons subject to U.S. sanctions or other prohibitions include, but are not limited to, individuals or entities identified on or in the U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List; the U.S. Department of State's Nonproliferation Sanctions determinations; or OFAC's Specially Designated Nationals List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List. In certain cases, entities directly or indirectly 50% or more owned, in the aggregate, by listed individuals/entities also are subject to U.S. sanctions or prohibitions. Finally, Customer understands that prohibited end-uses currently can include, but are not limited to, end-uses related to proliferation of nuclear weapons, maritime nuclear propulsion, missiles, rocket systems, unmanned air vehicles, or chemical or biological weapons, as well as military end-uses/end-users in certain countries (currently, China, Russia, Venezuela, and, in certain instances, Iraq) and certain energy projects in Russia or involving Russian entities.

Notwithstanding any other provision in this Agreement, SwRI shall have the right to terminate this Agreement or stop performance immediately upon the determination by SwRI, at SwRI's sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in this Export/Import Compliance provision. Customer further understands and agrees that SwRI may at any time halt performance under this Agreement if such performance is not authorized under the EAR or any other applicable law or regulation or if any change in applicable law or regulation creates an unacceptable risk to SwRI if it continues to perform under this Agreement, which SwRI will determine at its sole discretion. Under any circumstance described in this paragraph, SwRI shall be released from responsibility for fulfilling its obligations under this Agreement and shall not be subject to any penalties for lack of performance or breach of this Agreement; and, if instructed by SwRI, Customer must cease use of and/or destroy or return all copies of the IP immediately.

Customer covenants and agrees to indemnify and hold harmless SwRI from and against any and all damages, claims, allegations, losses, liabilities, penalties, fines, costs, and expenses, including attorney's fees, which arise out of, relate to, or result from Customer's failure to comply with the provisions of this Export/Import Compliance provision or any applicable export control, import, or sanctions law or regulation.

- 6. COMPLIANCE WITH ANTI-BRIBERY AND CORRUPTION LAWS.** Customer, including its authorized representatives, understands and warrants that it will comply with all laws prohibiting bribery and corruption, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, in performing any activities under this License Agreement and any other agreement or understanding between the parties.

Customer warrants and certifies that no officer, director, shareholder or owner of the Customer's business, including its authorized representatives, is a "foreign official," as defined in the FCPA, or is related to a foreign official by blood, marriage or otherwise. If this situation changes at any time during the term of this License Agreement, Customer shall notify SwRI immediately.

Customer warrants that it nor its authorized representatives have neither paid, offered, promised, or authorized to pay, nor shall it pay, offer, promise, or authorize the payment of, directly or indirectly, money or anything of value to: (i) any government, foreign official, agent, employee of any government department or agency, whether or not acting in an official capacity; (ii) any foreign governmental department, state-owned or run enterprise or agency representing a foreign government (iii) any political party or foreign official thereof or any candidate for political office; (iv) an officer or employee of a public international organization; or (v) any person knowing that all or any portion of such money or thing of value will be given or promised, directly or indirectly, to persons described in (i) or (ii) for purposes of:

- a. influencing any act or decision of such entities or persons in their official capacity, including a decision to do or omit to do any act; or
- b. inducing such entities or persons to use their influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to obtain or retain business with, or directing business to, SwRI or to any person or entity.

7. **GENERAL.** This Agreement merges all prior written and oral communications regarding the IP and sets forth the entire agreement of the parties with respect to the subject matter herein. This Agreement shall be construed in accordance with the laws of the State of Texas; venue shall be in San Antonio, Bexar County, Texas. If any provision of this Agreement is ruled invalid under any law, it shall be deemed modified or omitted to the extent necessary, and the remainder of the Agreement shall continue in full force and effect. All payments by Customer to SwRI shall be made in United States of America currency, and all payments to SwRI shall be free and clear of all taxes and other governmental charges of any country except for the United States of America.

Accepted and Agreed:

License No. \_\_\_\_\_

**SOUTHWEST RESEARCH INSTITUTE**

**CUSTOMER**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

DBID \_\_\_\_\_

FOR REVIEW ONLY