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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. **GENERAL.** This Agreement merges all prior written and oral communications regarding the Program(s) and sets forth the entire agreement of the parties. 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. No purchase order or any other purchasing instruments issued by Customer, even if such purchase order or other purchasing instrument provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, delete from, or add to the terms of this Agreement in any manner whatsoever. 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 the United States of America. This Agreement constitutes the complete and exclusive statement of the agreement between the parties, in the subject matter hereof.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER (COMPANY AND ADDRESS):

**SOUTHWEST RESEARCH INSTITUTE
6220 Culebra Rd
San Antonio, TX 78238**

Signature _____

Signature _____

Name: _____

Name: _____

Title _____

Title _____

Date _____

Date _____