

# Yoga Flexible Software Subscription License Agreement (“Agreement”)

RPI Consultants (“RPI”) is the developer and licensor of certain software products, which the Client desires to license for use. In order to establish the rights and obligations of the parties with respect to the use of said software products, and the purchase of software maintenance and support, professional services and/or training as evidenced by the signatures within the Approval & Acceptance section of this document, authorized representatives of the respective parties agree as follows to these terms.

## 1. Right-to-Use

### 1.1. Licenses

Upon Client’s acceptance of the terms of this Agreement and conditional on payment of all required fees, RPI grants Client non-exclusive nontransferable licenses to use the software as described in one or more valid order documents (a “Sales Order”) between Client and RPI identifying the specific software products licensed and the limitations on use (such as volume limitations or concurrent client module use limitation) (the “Software”) in object code form only and as otherwise provided in this Agreement (the “Licenses”).

The Licenses will include any upgrades and new version releases to the Software that may be provided to Client from time to time (as and when available as part of RPI’s Software Maintenance and Support program). The Licenses allow Client to use the Software only for the purposes (production, evaluation, testing, demonstration, disaster recovery), and for the duration and extent for which Client has paid the appropriate license fees as provided in the Sales Order.

Client agrees to exercise the same level of care against unauthorized use of the Software by, or disclosure to, third parties as Client uses with respect to its own proprietary information of comparable importance, provided that in no event will Client use less than reasonable care.

### 1.2. Restrictions

Client will use the Software only for Client’s internal business purposes and only for Client’s direct benefit, and Client will not attempt to use the Software, or any portion thereof, in excess of its licensed capacity. Client will neither permit nor permit any third party to (a) reverse engineer, decompile, disassemble, decrypt, re-engineer, reverse assemble, reverse compile, or otherwise translate or create, attempt to create the source code of the Software or perform any process intended to determine the source code for the Software, or (b) modify, enhance or create derivative works based upon the Software or otherwise change the Software.

Any modification, enhancement, derivative work, or other improvement to the Software developed by Client, whether with or without the consent of RPI, will be the exclusive property of RPI and subject to and governed by this Agreement.

## 2. Term & Termination

### 2.1. Term

The term of this Agreement will commence as of the Effective Date and will continue until the termination or expiration of the term of all of the Licenses, unless earlier terminated at the end of any timeframe specified in a Sales Order or in accordance with the terms of this section; provided, that Client may terminate the Licenses at any time by certifying destruction of all copies of the Software and user documentation.

### 2.2. Termination for Breach

Either party may terminate this Agreement and the Licenses effective thirty (30) days after written notice to the other in the event of such other party’s breach any material provision of this Agreement and such breaching party does not cure such breach within such thirty (30) day period (except for breach of a payment obligation which will have a ten (10) day cure period).

### 2.3. Consequences of Termination

Upon termination of this Agreement, all Licenses and other rights granted to Client hereunder will immediately cease and Client will (a) immediately discontinue all use of the Software, and (b) destroy all copies of the Software.

### 2.4. Continuing Obligations

The terms and conditions in this Agreement that by their nature and context are intended to survive any termination or expiration of the term of this Agreement, including, without limitation, Sections 2, 6, 7, 11 through 24, will survive such termination or expiration of the term of this Agreement for any reason and will be fully enforceable thereafter.

## 3. Software Maintenance and Support

### 3.1. Software Maintenance and Support

RPI will provide Client maintenance and support for the Software as described in the associated Statement of Work or sales order. The initial term of the Software Maintenance and Support will commence upon the first day of the month following the invoice date for the associated Software. Client will pay RPI the fees for the Software Maintenance and Support as provided in the Sales Order.

### 3.2. Software Maintenance and Support Renewal

Following the expiration of the initial term of the Software Maintenance and Support, the Software Maintenance and Support will renew for additional consecutive one (1) year renewal terms upon the terms and conditions of this Agreement unless Client provides RPI written notice of the non-renewal for all of the Software at least ten (10) days prior to the end of the then current Software Maintenance and Support term.

Software Maintenance and Support pricing may increase for renewal terms by an amount not to exceed 5% of the prior year term fee, provided that increases associated with additional software license purchases, if any, will be incorporated into the base for the purpose of calculation of each annual increase. RPI will invoice Client for renewal fees up to sixty (60) days prior to expiration of each term.

### 3.3. Cessation of Software Maintenance and Support

RPI will not provide Software Maintenance and Support following expiration of the term of the Software Maintenance and Support or the term of this Agreement. If Client elects to reinstate Software Maintenance and Support following expiration of the term of the Software Maintenance and Support for whatever reason, Client will (a) pay a reinstatement fee equal to the current annual support fee and any unpaid Software Maintenance and Support fees from the date of expiration to the date of reinstatement and fees for one additional year of Software Maintenance and Support services from the date of reinstatement, and (b) apply all upgrades, enhancements and new releases to the Software needed to bring Client's Software current with RPI's most current supported version of the Software.

RPI will have no liability to Client for any damages arising from or related to Client's cessation of Software Maintenance and Support in the event Client does not renew Software Maintenance and Support or the termination or suspension of Software Maintenance and Support as provided above.

### 3.4. New Version Releases

All software maintenance releases, updates, patches, workarounds or other software furnished to Client pursuant to this Agreement as part of Software Maintenance and Support will be deemed to be Software. Upon receipt and installation of a software maintenance release to a Software program, Client may keep (in addition to the current revision archival copy permitted hereunder) one copy of the previous version of that Software for archival purposes only and will destroy all other copies of the previous version.

Software support services outside the scope provided in the Yoga Flexible Software License and Service Agreement are provided at RPI's then-current pricing for such services. Following a release of a new major version of the Software, RPI will continue to provide Software Maintenance and Support for the previous major versions of the Software in accordance with RPI's End of Life (EOL) Policy. Software Maintenance and Support may not extend to any third-party software licenses re-sold by RPI to Client.

## 4. Professional Services Engagements

### 4.1. Professional Services

RPI will provide Client implementation, consulting, and other services ("Professional Services") as described in the Sales Order and/or associated Statement of Work ("SOW"). Client will pay RPI fees for the Professional Services as provided in the Sales Order and SOW, together with reasonable travel expenses incurred in connection with Professional Services. Professional Services and travel and living expenses are invoiced as incurred, or as otherwise may be provided in the Sales Order and SOW.

Each Professional Services engagement between RPI and Client will be a separate and distinct transaction from Client's license of the Software, and Client's payment obligations with respect to the Software are wholly independent of and not contingent upon RPI's performance of any Professional Services.

### 4.2. Additional Professional Services

Additional Professional Services outside the scope provided in the Sales Order and/or SOW, including any services provided to remedy any Software support or performance issues caused by or resulting from Client's failure to comply with Client's responsibilities as provided in the Yoga Flexible Software License and Service Agreement, are provided at RPI's then-current rates.

Any additional Professional Services or modification of Professional Services will require written project change request or additional SOW signed by RPI and Client prior to the commencement of such Professional Services, such project change request or additional SOW which will provide the fees for such Professional Services.

## 5. Client Responsibilities

### 5.1. Access to Facilities

Subject to Client policies on visitor/vendor restrictions, Client will provide RPI with timely access to Client's facilities and to an adequate work area to perform the Professional Services and will provide timely participation of Client's functional and/or information technology staff as necessary for the delivery of the Professional Services and Software Maintenance and Support.

### 5.2. Backups

Client will regularly make, validate and backup and keep safe copies of Client's information and other data processed by or used in connection with the Software suitable for restoring such information and data in the event of a data loss event.

### 5.3. Third Parties

Client is solely responsible for compliance with the Client's obligations under this Agreement by any outside consultants or other third parties engaged by Client for the implementation and/or support of the Software or provision of other services associated with the Software, including, without limitation, the protection, non-disclosure and limitation upon the use of RPI's confidential information.

## 6. Payment

### 6.1. Fees

Client will pay RPI the License and/or Software Maintenance and Support fees in the amounts as specified in each applicable Sales Order, unless otherwise agreed between the parties in writing, and the Professional Services fees in the amounts as specified in the applicable SOW and/or Sales order.

### 6.2. Invoices and Payment

The License fees, Software Maintenance and Support fees and training services fees (as applicable) are invoiced on the Effective Date unless otherwise mutually agreed by the parties in writing. Invoices for Professional Services will be issued consistent with the terms of the applicable SOW and/or Sales Order, or otherwise upon receipt of the applicable Sales Order if purchased in advance.

All License fees, Software Maintenance and Support fees, Professional Services fees, other fees, and all travel and living expenses are payable within thirty (30) calendar days after invoice date, and interest shall accrue on invoiced amounts not paid within such thirty (30) calendar days after invoice

date at the lower of 1.5 percent (1.5%) per month for each month (or fraction thereof) that payment is not received by RPI, or the maximum percentage allowed by applicable law, whichever is less.

All such fees are payable in the currency set forth in the Sales Order, and, except as otherwise provided in this Agreement, are nonrefundable and non-cancellable.

### 6.3. Taxes

All fees payable under this Agreement are exclusive of taxes and any shipping or freight, and Client will pay or reimburse all applicable sales, use, VAT or excise taxes, duties or assessments arising on or measured by amounts payable to RPI hereunder, as well as all shipping and freight.

### 6.4. Failure to Pay

RPI may invoke any or all available remedies if any undisputed payment is not made when due, including without limitation the right to suspend its performance of Software Maintenance and Support and/or Professional Services, without any liability to Client or any other person for any damages, losses or other amounts arising from or related to such suspension of performance.

Furthermore, RPI may terminate the Software Maintenance and Support if Client fails to pay any undisputed past due invoice within thirty (30) days of written notice of such failure, and/or terminate this Agreement in the event of such failure to pay or any other material breach of this Agreement by Client which remains uncured thirty (30) days after notice thereof.

## 7. Copyright; Ownership of Intellectual Property

### 7.1. Copyright

The Software is proprietary commercial software developed at private expense by RPI and/or its licensors. RPI retains all right, title and interest in the Software and its documentation under all Copyright Law and international copyright treaty provisions as well as trade secret, industrial property, unfair competition or similar laws applicable to the locality where Client uses it.

No product or service provided under this Agreement will be deemed a "work-made-for-hire". Client will not, and Client will not allow any third party, to remove any product identification, copyright legend or other notices. Except as may be reasonably required to use the Software in accordance with the Licenses, and except as strictly required for one (1) back-up copy for archival purposes in a non-productive environment, Client may not copy the Software or any portion thereof.

Client may modify the training and/or other materials provided by RPI only for Client's internal use purposes, and Client is solely responsible for any such modifications.

### 7.2. Ownership of Intellectual Property

RPI will retain all title to and ownership of all proprietary documentation, software, techniques, know how, tools and processes used by RPI and/or developed by RPI in providing the Professional Services and Software Maintenance and Support or in utilizing the Software or any tools associated with the Software, including, without limitation, all written materials, copyright and patent rights, and other intellectual property rights.

Subject to applicable law, RPI grants Client a non-exclusive, non-transferable, non-sublicenseable, perpetual right to use any deliverables or materials provided by RPI to Client in the course of performing the Professional Services and described in the relevant Statement of Work solely for Client's internal business operations.

### 7.3. No Other Licenses or Rights

Except as expressly provided above, no other licenses or other rights are transferred or granted to Client, including any license by implication, estoppel or otherwise, or under any patent, trade secret, trademark or copyright. Any portion of the Software that constitutes third party software, including software provided under a public license, is licensed to Client subject to the terms and conditions of the software license agreements accompanying such third-party software, or as set forth in the thirdpartylicenses.txt file accompanying the Software.

## 8. Limited Warranties

### 8.1. Software Warranty

Subject to the limitations stated below, RPI warrants to Client that the Software is made available to Client, the Software, as delivered (a) will materially conform to RPI's then-current documentation for such Software, and (b) does not contain any computer worms or viruses. RPI further warrants that it has title to and/or the authority to grant the Licenses. Client's remedy, and RPI's sole and exclusive obligation for Software warranty claims will be, at RPI's option, to provide a correction or a workaround for any reproducible errors or other noncompliance, the replacement of the non-conforming Software, hardware key, media and/or documentation, or a refund of the License fees Client paid for the affected Software, subject to Client's return of the Software.

### 8.2. Services Warranty

RPI warrants that it has title to and/or the authority to provide the Software Maintenance and Support and Professional Services, and that the Software Maintenance and Support and Professional Services will be performed by personnel familiar with the Software in a workmanlike manner and in accordance with generally accepted industry standards.

If Client is dissatisfied with the performance of any Software Maintenance and Support or Professional Services, Client will within thirty (30) days calendar days following the completion of the Software Maintenance and Support or Professional Services in question provide RPI written notice describing the specific basis for such dissatisfaction, and RPI, if necessary, will arrange for the performance of such Software Maintenance and Support or Professional Services to the warranted level.

### 8.3. Limitations on Warranties

Client must report all warranted problems to RPI in writing within the warranty period. The Software warranty is void if Client has modified or altered the Software, installed, operated, repaired or maintained the Software other than in accordance with the then-current documentation for such Software or subjected the Software to misuse, negligence, or accident.

The warranties for the Software, Software Maintenance and Support and Professional Services do not extend to, and RPI's will not have any obligation to remedy, any interference with or failure or degradation of the performance of the Software arising from or caused by (a) Client's failure to meet and

comply with RPI's specifications and requirements for implementation and/or execution of the Software, including as provided in the Yoga Flexible Software License and Service Agreement, (b) Client's violation of any restrictions upon the use of the Software or (c) any Software implementation, support or other services provided by any third party.

## **9. Intellectual Property Indemnification**

### 9.1. Indemnification

RPI will indemnify and defend, at its own expense, any claim, suit or proceeding brought against Client by a third party to the extent it is based upon a claim that Client's use of the Software pursuant to this Agreement infringes upon any patent, copyright or trade secret of a third party ("Infringement Claim"). If Client complies with the provisions hereof, RPI will pay all damages, costs and expenses, including Attorney's fees, arising out of an Infringement claim.

If the Software is, or in RPI's opinion might be, held to infringe as set forth above, RPI may, at its option, (a) acquire the right for Client to continue to use the Software upon the terms of this Agreement; (b) modify the Software to avoid or correct the infringement; or (c) replace the Software. If none of such alternatives are, in RPI's opinion, commercially reasonable, Client will return the infringing Software to RPI, and RPI's sole liability, in addition to its indemnification obligation to pay damages, costs and expenses as set forth above, will be to refund the license fees Client paid to RPI.

### 9.2. Conditions to Indemnification

RPI will have the sole right to control the defense of, and to settle or compromise, any claim of infringement concerning the Software, and RPI's indemnification obligations are conditioned upon Client (a) giving RPI prompt written notice of any claim for which indemnity is sought; and (b) fully cooperating in the defense or settlement of any such claim. Subject to the foregoing, however, Client, at Client's own expense, may participate, through its attorneys or otherwise, in the investigation, trial and defense of any such claim, demand or action and any appeal therefrom.

### 9.3. Limitations on Indemnification

RPI will have no indemnification obligations or other liability for any claim of infringement arising as a result of (a) Client's use of the Software in combination with any items not supplied by RPI; (b) any unauthorized modification of the Software by Client or at Client's request; (c) use of other than the latest revision of the Software if use of the latest revision would avoid the infringement; or (d) use of the Software outside the scope of the granted licenses or otherwise in violation of the terms of this Agreement.

### 9.4. Exclusive Remedy

The foregoing states RPI's entire liability and Client's exclusive remedy concerning infringement of intellectual property rights, including but not limited to, patent, copyright and trade secret rights.

## **10. Complete Agreement**

### 10.1. Complete Agreement

This Agreement, including all Sales Orders, SOWs and attachments referencing this Agreement, each of which are incorporated herein by this reference, constitutes the entire agreement between the parties with respect to the subject matter hereof.

In the event of a conflict between the terms and conditions of this Agreement and those of a Sales Order or SOW, the terms and conditions of this Agreement shall prevail unless otherwise agreed in writing between the parties in such Sales Order or SOW. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and it will supersede any and all conflicting provisions of any other order document(s) between the parties.

### 10.2. Other Terms

All terms of any purchase order or similar document provided by Client, including, but not limited to, any pre-printed terms thereon and any terms that are inconsistent or conflict with this Agreement, will be null and void.

### 10.3. Amendment

This Agreement may be modified or amended only by a written instrument signed by duly authorized representatives of both parties.

## **11. Confidentiality and Non-Disclosure**

### 11.1. Confidentiality and Non-Disclosure

Each party will maintain the confidentiality of, and agrees to use the same care to prevent disclosure of, the confidential information and Personally Identifiable Information of the other party as it employs to avoid disclosure, publication or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care.

The receiving party further agrees to use the confidential information and Personally Identifiable Information of the other party only in connection with and in furtherance of the business transactions contemplated by this Agreement. The receiving party may disclose confidential information and Personally Identifiable Information to its employees, directors, officers, affiliates, agents, subcontractors, attorneys, accountants or professional advisors, who have a need to have access to the confidential information and Personally Identifiable Information in carrying out the business transactions contemplated by this Agreement; provided, the receiving party will inform such persons of the confidential nature of the confidential information and Personally Identifiable Information and the applicability of this Agreement thereto, and will obligate and direct such persons to maintain the confidentiality of the confidential information and Personally Identifiable Information.

The receiving party acknowledges that improper dissemination of confidential information and Personally Identifiable Information may cause irreparable damage to the other party and agrees that the other party will have available to it, in addition to any other remedy provided by law, the right to apply for mandatory injunctive relief to enforce compliance by the receiving party with the provisions of this Agreement.

### 11.2. Exclusion

Confidential information will not include information that (a) is or becomes publicly available other than through the receiving party, (b) is in the receiving party's possession at the time of disclosure, (c) is acquired by the receiving party from a third party, who provides the information without

breaching any express or implied obligations or duties to the other party; (d) is disclosed by the receiving party with the other party's prior written consent; (e) is independently developed by the receiving party without reference to confidential information; or (f) is disclosed in response to a valid order, or request of a court or other governmental body; provided, however, that unless prohibited by law or regulation, the receiving party will first have given prompt notice to the other party of any such order, inquiry or request so that such party may seek an appropriate protective order.

### 11.3. Ownership

All confidential information and Personally Identifiable Information disclosed by a party will remain the property of such party, and except as otherwise provided in this Agreement, the receiving party does not acquire any license, right, title or interest in such confidential information and Personally Identifiable Information.

Upon the termination or expiration of this Agreement the receiving party, upon the other party's written request will return to the other party or destroy all of such party's confidential information and Personally Identifiable Information, including all media, documents, data, and copies thereof in its possession containing the confidential information and Personally Identifiable Information, without retaining any copy or summary thereof.

### 11.4. Nondisclosure or Confidentiality Agreements

The terms and conditions of this Section 11 of this Agreement will supplement the terms and conditions of any nondisclosure or confidentiality agreements entered into between the parties prior to the Effective Date, and the terms and conditions of this Section 11 will be interpreted, to the extent possible, to be consistent with the terms and conditions of any such nondisclosure or confidentiality agreement.

## 12. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OR LOST PROFITS OR OTHER ECONOMIC LOSS, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF BUSINESS, REVENUE, GOODWILL OR USE), HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF THE USE OF (OR INABILITY TO USE) THE SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING CAUSES OF ACTION ARISING OUT OF TERMINATION OF THIS AGREEMENT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, PRODUCT LIABILITY AND ANY OTHER TORTS. THE MAXIMUM AGGREGATE AMOUNT FOR WHICH EITHER PARTY MAY BE LIABLE UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNTS ACTUALLY PAID OR PAYABLE BY CLIENT TO RPI FOR THE SOFTWARE OR SERVICES SUBJECT OF THE CLAIM FOR WHICH SUCH LIABILITY IS ASSERTED DURING THE EIGHTEEN (18) MONTHS PRECEDING THE CLAIM. THIS SECTION WILL NOT APPLY, HOWEVER, TO A PARTY'S BREACH OF CONFIDENTIALITY OR TO ANY CLAIM ARISING OUT OF CLIENT'S BREACH OF THE LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT.

## 13. Disclaimer of Additional Warranties.

THE EXPRESS WARRANTIES ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, AND RPI MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SOFTWARE, SOFTWARE MAINTENANCE AND SUPPORT OR PROFESSIONAL SERVICES, EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR SKILL AND CARE. ANY IMPLIED WARRANTIES THAT BY LAW CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO THE GREATER OF (A) NINETY (90) DAYS FROM THE DATE OF THIS AGREEMENT, OR (B) THE SHORTEST PERIOD PERMITTED BY LAW.

## 14. Equitable Remedies

Client agrees that a material breach of this Agreement adversely affecting RPI's proprietary rights in the Software and/or other confidential materials provided hereunder would cause irreparable injury to RPI for which monetary damages would not be an adequate remedy and, therefore, that RPI will be entitled to seek equitable relief (e.g. injunction) in addition to any remedies it may have hereunder or at law.

## 15. Assignment/Benefit of Agreement

Neither party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, including any assignment or transfer incident to the acquisition of a party's equity interests or a party's merger or consolidation with another entity or by operation of law, without the other party's prior written consent; provided, however, that either party may, upon prior written notice to the other, assign its rights and obligations hereunder to a person or entity acquiring all or substantially all of the assets of such party, including by merger, consolidation or other transfer of equity interests, if such acquiring person or entity agrees to be bound by the acquired party's obligations under this Agreement. RPI may also subcontract the provision of any services provided to Client under this Agreement to an affiliate or third party and RPI shall remain responsible for the performance of such services in accordance with the terms of this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

## 16. Notices

All notices, demands or other communications provided under this Agreement must be in writing and will be deemed effectively delivered to the party when delivered at the address provided above (or such other address as a party subsequently may provide by notice to the other party). Notices may be delivered: (a) by personal, same or next day delivery; or (b) by commercial overnight courier with written verification of delivery. All notices so given will be deemed given upon the earlier of receipt or three (3) days after dispatch. Any notices sent to Client hereunder also may be sent to the contact information for Client as provided in a Purchase Order.

## 17. Governing Law

This Agreement will be construed and governed in accordance with the internal laws of the State of Maryland, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction.

## **18. Waiver/Severability**

No failure to exercise or delay by a party in exercising any right, power, or remedy under this Agreement operates as a waiver of such right, power, or remedy. A single or partial exercise of any right, power, or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing. If any one or more provisions of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired thereby and will nevertheless be binding between the parties. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the parties will modify that provision in a manner that gives effect to the intent of the parties in entering into the Agreement.

## **19. Resolution of Disputes**

In the event of any dispute arising out of or relating to this Agreement, the parties will attempt in good faith to resolve such dispute through informal means, including timely escalation of the dispute to senior management having full settlement authority. If the dispute is not resolved as a result of these efforts, the matter will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The parties agree to cooperate in selecting an arbitrator and in scheduling the arbitration proceedings. Arbitration proceedings will be conducted by one arbitrator in the English language. The site of any proceedings will be Baltimore, Maryland. The provisions of this section and any resulting award may be enforced by any court of competent jurisdiction. The prevailing party in any arbitration will be entitled to an award of all costs, fees and reasonable expenses, including attorneys' fees, incurred as a result of the arbitration or any action to enforce the arbitration award.

## **20. Force Majeure**

Neither party will be liable or in default for any delay or failure in performance under this Agreement (except for payment obligations) resulting from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

## **21. U.S. Government Entities**

If Client is a U.S. Government entity, then Client's use, duplication or disclosure of the Software is subject to the following restricted rights clause: The Software is a "Commercial Item," as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer Licensed Software" and "computer software documentation," as such terms are used in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities license the Software (a) only as Commercial Items, and (b) with only the rights explicitly set forth in this Agreement and the order documents identifying the specific licensed Software.

## **22. Export Laws**

The Software is subject to United States export control jurisdiction, and may not be shipped, transferred, re-exported to any country or recipient, or used for any purpose prohibited by any applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations as well as end-user, end-use, and destination restrictions issued by the United States and other governments. Client will not export or re-export Software without first obtaining the appropriate U.S. or foreign government export licenses.

## **23. Audit**

RPI, during the term of this Agreement, and upon reasonable advance notice to Client, may audit Client's use of the Software. Client agrees to cooperate with RPI's audit and provide reasonable assistance and access to Client's systems and information, and RPI agrees to minimize any disruption to Client's business operations. If pursuant to any such audit, RPI discovers any excess or unlicensed use of the Software, Client agrees to pay within thirty (30) days of written notification an amount equal to the sum of (a) the license fees and associated maintenance and support fees for the additional licenses necessary to license such excess or unlicensed use of the Software at RPI's then current list pricing. If Client does not dispute the findings of the audit and fails to pay such amounts within thirty (30) days of being invoiced for such amounts, RPI may, upon notice to Client, terminate this Agreement, Client's Licenses of the Software, and any maintenance and support of the Software. Client will be responsible for any of Client's costs incurred in cooperating with any such audit.

## **24. Compliance with Laws**

Client agrees to comply with all applicable laws and regulations which may govern Client's use of the Software, including, but not limited to, laws pertaining to the collection and use of personal data and to the transfer of data over state or other jurisdictional lines. Client agrees that RPI, its affiliates, and agents may collect and use information Client provides in relation to any support services performed with respect to the Software. RPI agrees not to use this information in a form that personally identifies Client, except to the extent necessary to provide such services