

## Onset Computer Corporation Software License Agreement

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WHEREAS, Licensee wishes to license such Onset software for its use pursuant to the terms and conditions of this Software License Agreement ("SLA");

NOW THEREFORE, the Parties agree as follows:

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## 8. TERM AND TERMINATION.

**8.1** This SLA shall continue for as long as the Software is used by Licensee with Onset Hardware.

**8.2** This SLA may be terminated by either Party immediately upon written notice if: (i) the other Party makes any assignment for the benefit of creditors; (ii) a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property; (iii) the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other Party and is not dismissed within 90 days; or, (iv) the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course. This SLA may be terminated immediately without notice by Onset if Licensee is found to be in violation of the license use restrictions as specified in this SLA.

**8.3** Upon termination of this SLA for any reason, all rights, obligations and licenses of the Parties hereunder shall cease, except that (a) all obligations that accrued prior to the effective date of termination and any remedies for breach of this SLA shall survive any termination, (b) Licensee shall promptly return or destroy all Software and other tangible Confidential Information, and permanently erase all Confidential Information from any computer and storage media and (c) the provisions of Sections 4 (Payments), 5 (Proprietary Rights), 6 (Warranty and Disclaimers), 7 (Limitation of Liability), 9 (General Provisions) and this Section 8 shall also survive.

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**9.2 Governing Law.** This SLA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. Any claim or legal action by either Party shall be brought in a court of competent jurisdiction solely within the Commonwealth of Massachusetts. In the event of any conflict between US and foreign laws, rules and regulations, the US laws, rules and regulations shall govern. The United Nations

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**9.3 Remedies.** Unless specifically provided otherwise, each right and remedy in this SLA is in addition to any other right or remedy, at law or in equity. Licensee agrees that, in the event of any breach or threatened breach of Section 5, Onset will suffer irreparable damage for which there is no adequate remedy at law. Accordingly, Onset shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

**9.4 Notices.** Any notice or communication hereunder shall be in writing and either personally delivered, or sent via confirmed electronic mail, or sent via recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other Party at its address specified above, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

**9.5 Assignment.** This SLA and the rights and obligations hereunder are personal to Licensee, and may not be assigned or otherwise transferred, in whole or in part, without Onset's prior written consent. Any attempt to do otherwise shall be void and of no effect. Without Licensee's consent, Onset may assign this SLA to any third party. This SLA shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.

**9.6 Independent Contractors.** The Parties shall be independent contractors under this SLA and nothing herein will constitute either party as the employer, employee, agent or representative of the other Party, or both Parties as joint ventures or partners for any purpose.

**9.7 Compliance with Laws.** Licensee shall comply with all applicable export control laws, restrictions and regulations of any US or foreign agency or authority. Licensee will not and will not allow, directly or indirectly, the use, transmission, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this SLA (or any direct product thereof) in violation of any such law, restriction or regulation. Licensee shall be responsible for obtaining any necessary license or approval and otherwise complying with the latest US export regulations. Licensee agrees to comply with all other applicable regulatory, statutory and treaty requirements, and not to place Onset in jeopardy of not complying with any such requirements.

**9.8 Federal agency provisions.** Notwithstanding any provision of law, regulation or policy, if Licensee is an employee of an agency of the government of the United States of America ("federal agency") and is using Onset software or services on behalf of that federal agency, in performance of its official duties, the following sections of the SLA are amended as follows: (1) The sixth sentence of Section 7, concerning the Licensee's indemnification of Onset under specific circumstances, does not apply to federal agencies. Liability of a federal agency for any breach of the SLA, or any claim arising from the SLA, shall be determined under the Federal Tort Claims Act, or other governing authority. (2) Section 9.2 Governing Law does not apply. This Agreement shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America; to the extent

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**EXHIBIT 1****License Grant and Restrictions**

<u>Type of License</u>	<u>Number of Users</u>
Single Use	1
Or,	
Site License	25 per Site License

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