FeatureLab

FeatureLab™ End User License Agreement

IMPORTANT NOTICE: READ THIS FEATURELAB™ END USER LICENSE AGREEMENT (THIS "AGREEMENT") BEFORE ACCESSING OR USING THE SOFTWARE (AS DEFINED BELOW). BY ACCESSING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A BUSINESS ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" MEANS SUCH ENTITY.

IF YOU DO NOT AGREE TO THE TERMS SET OUT IN THIS AGREEMENT, DO NOT USE THE SOFTWARE, AND IMMEDIATELY CONTACT FEATURELAB OR YOUR SUPPLIER.

This Agreement is effective as of the date specified in the Order Form, or, if there is no Order Form, the date of Your first permitted access to or use of the Software (the "Effective Date"), and is entered into between FeatureLab Inc., a Delaware corporation, with a principal place of business at 229 Berkeley Street, Suite 201, Boston, Massachusetts 02116, USA ("FeatureLab") and the licensee identified in the Order Form or other person or entity using the Software with permission of FeatureLab ("Licensee" or "You"). The parties agree as follows:

1. DEFINITIONS

"Documentation" means the user guide, help information and/or other documentation generally provided by FeatureLab to licensees of the Software.

"FeatureLab Code" means FeatureLab's proprietary computer programs that are specifically identified in the Order Form or otherwise delivered to Licensee under this Agreement (e.g., updates which may be provided as part of Support Services).

"License Fee" means the fee set out in the Order Form payable for the license to use the Software during the License Term.

"License Term" means the license term specified in this Agreement unless otherwise provided in the Order Form.

"Order Form" means a FeatureLab Order Form, as executed by both FeatureLab and Licensee.

"Software" means FeatureLab Code and, if any, Third Party Code (as such term is defined herein).

"Support Services" means standard support and maintenance services in accordance with FeatureLab's standard policy in effect as of the Effective Date.

2. LICENSE

Subject to all terms and conditions in this Agreement, FeatureLab grants to Licensee a nonexclusive, nontransferable, non-sublicenseable right and license to use the Software and the Documentation, during the License Term solely for Licensee's internal business purposes.

The Software is licensed as a single product and Licensee may not separate or use its component parts except as expressly authorized in the Order Form. In addition, Licensee agrees that its use of the Software will comply with all other limitations, prohibitions and conditions set forth in the Order Form (including, without limitation, any restriction regarding Software usage, such as the number of installed production servers, number of users, or duration of the License Term).

Licensee acknowledges that the Software may contain code or require license keys or that detect or prevent unauthorized use of, or disable, the Software.

3. SERVICES

Unless otherwise specified on the Order Form, all non-Trial licenses to the Software with a License Term of 1 year or less include Support Services at no additional charge. To the extent expressly specified in the Order Form, FeatureLab may also (a) assist with Licensee implementation of the Software ("Implementation Services"), and (b) perform specified professional services (the "Professional Services"). The parties may execute one or more Statements of Work (or SOWs) to document Professional Services engagements, and each such SOW will be subject to this Agreement, and all references to Order Form in this Agreement, will also apply, as applicable, to such SOWs. FeatureLab may use third party subcontractors in providing the Implementation Services and Professional Services. FeatureLab will be responsible for the performance of such subcontractors. Together, the Support Services, Implementation Services and Professional Services may be referred to as "Services."

4. FEES AND PAYMENTS

Licensee agrees to pay FeatureLab the License Fees and any applicable fees for Services (together, "Fees"), in the amounts and at the times specified in the Order Form.

Unless otherwise specified in the Order Form, all License Fees must be paid annually in advance, and all Fees will be due in full within 30 days after the date of invoice. The first License Fees will be invoiced promptly after the Effective Date. Subsequent renewal License Fees, as applicable, will be invoiced at least 30 days prior to the renewal date of the License Term. All payments must be in US dollars and sent to FeatureLab's address (or, at FeatureLab's option, to an account specified by FeatureLab). Any amount not paid when due will bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Licensee agrees to reimburse FeatureLab for all costs (including attorneys' fees) incurred in collecting overdue Fees.

All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Licensee agrees to bear and be responsible for the payment of all such charges, excluding only taxes based upon FeatureLab's net income.

Upon reasonable advance written notice, FeatureLab may audit Licensee's use of the Software to verify Licensee's compliance with this Agreement. Licensee must make its systems and all applicable books, records and transaction logs available for such inspection and copying during normal business hours at Licensee's principal place of business or other locations where the Software is used. Any audit will be at FeatureLab's expense unless it discloses an underpayment of License Fees by Licensee for the audited period in excess of 5%, in which case Licensee must reimburse FeatureLab for such audit expenses. In any case, Licensee must pay unpaid Fees.

5. CONFIDENTIALITY

If a Nondisclosure Agreement ("NDA") is referenced in the Order Form, then the terms of that NDA will survive the execution of this Agreement and will govern the exchange of Confidential Information (however designated) by the parties in lieu of this Section 5. In the absence of such an NDA, the terms of this Section 5, below, will apply.

"Confidential Information" means all trade secrets, know-how, inventions, developments, software and other financial, business or technical information of FeatureLab (or any of its licensors, suppliers, affiliates, or customers) that is disclosed by or for FeatureLab or that is otherwise learned or accessed by

Licensee. Confidential Information does not include any information that Licensee can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any separate obligation to FeatureLab, (b) generally available to the public without breach of this Agreement, or (c) independently developed by Licensee without reliance on such information.

Except for the specific rights granted by this Agreement, Licensee may not possess, use or disclose any Confidential Information without FeatureLab's prior written consent, and must use reasonable care to protect the Confidential Information. Licensee may only disclose Confidential Information to its employees and contractors who have a need to know for the purposes of this Agreement and who are bound by confidentiality obligations that are at least as protective as the provisions herein. Licensee will be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of this Agreement (or, at FeatureLab's request, at any time), Licensee must return all tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom.

If Licensee receives a request to disclose any Confidential Information, whether pursuant to a valid subpoena or an order issued by a court or regulatory body ("Ordering Party"), and on advice of legal counsel such disclosure is required by law, then prior to disclosure, Licensee must (a) notify FeatureLab of the terms of such request and advice, (b) cooperate with FeatureLab in taking lawful steps to resist, narrow, or eliminate the need for that disclosure, and (c) if disclosure is nonetheless required, work with FeatureLab to take into account FeatureLab's reasonable requirements as to its timing, content and manner of making or delivery and use best efforts to obtain a protective order or other binding assurance from the Ordering Party that confidential treatment will be afforded to the Confidential Information that is required to be disclosed. The foregoing is without limitation of FeatureLab's ability to seek a protective order or other relief limiting such disclosure; in such a case, Licensee must cooperate in such efforts by FeatureLab.

6. PROPRIETARY RIGHTS

Except as specifically permitted in this Agreement, Licensee may not directly or indirectly (a) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of the Software (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law), (b) encumber, loan, lease, rent, sublicense, transfer or distribute any Software, or use the Software for the benefit of any third party (e.g., service bureau arrangement), (c) copy, create derivative works of or otherwise modify any Software or Documentation, (d) use or allow the transfer, transmission, export or re-export of all or any part of the Software (or any product thereof) in violation of any export control laws or regulations of the United States or any other relevant jurisdiction, (e) use any Confidential Information to create any software or documentation that is similar to any Software or Documentation, or (f) permit any third party to do any of the foregoing. Licensee will promptly notify FeatureLab in writing of any unauthorized use, reproduction or distribution of any Software.

The Software and underlying information or technology may not be accessed or otherwise exported or re-exported (a) into any country to which the U.S. has embargoed goods, or (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

The Software is not designed or intended for use in connection with hazardous environments requiring fail-safe performance, such as the operation of nuclear facilities, aircraft navigation or communications

systems, life support systems, and weapons systems, in which the failure of software could lead to personal injury and death ("High Risk Activities"). The Software may not be used for High Risk Activities.

Except for the limited rights and licenses expressly granted hereunder, no other license is granted (by implication, estoppel or otherwise), no other use is permitted and FeatureLab (and its licensors) will retain all right, title and interest (including all patent rights, copyright rights, trade secret rights and all other intellectual property and proprietary rights) in and to the Software and Documentation. Licensee agrees not to take any action inconsistent with such ownership.

If Licensee or any of its personnel provides any comments, criticisms, or other feedback relating to the Software (collectively, "Feedback"), FeatureLab will have no obligation to Licensee or to any third party with respect to such Feedback, and FeatureLab will be free to use and exploit such Feedback in any form or manner and for any purpose and without payment of any consideration.

Licensee may not (and may not permit any third party to) alter, obscure or remove any patent, trademark or other proprietary or legal notice deployed by or contained on any Software, Documentation or packaging.

The FeatureLab Code may operate, interface or be delivered with software or other technology that is licensed from and owned by third parties ("Third Party Code"). Licensee agrees that (a) it will use Third Party Code in accordance with this Agreement (unless different terms are specified in the applicable license set forth or referenced in the Documentation), (b) no licensor of any Third Party Code makes any representation or warranty to Licensee concerning the Software, and (c) no licensor of any Third Party Code will have any obligation or liability to Licensee as a result of this Agreement or Licensee's use of the Software. Upon Licensee's specific written request received during the term of this Agreement, FeatureLab will make available the source code for Third Party Code, but only if such source code was made available to FeatureLab and doing so is required by the applicable license.

7. WARRANTY AND DISCLAIMERS

FeatureLab warrants to Licensee that the unaltered Software will operate substantially in conformance with the Documentation for 90 days after the Effective Date (the "Warranty"). Any Warranty claim must be made in writing to FeatureLab during such 90-day period. FeatureLab's sole obligation and Licensee's exclusive remedy in respect of this Warranty is to use reasonable efforts to repair or replace the nonconforming Software or, at FeatureLab's sole discretion, to accept return of the nonconforming Software in exchange for a refund to Licensee of the amount of License Fees that Licensee paid for the nonconforming Software.

The Warranty will apply only to paid Software licenses, and will not apply to any nonconformity resulting from any hardware, operating system or other software, or to any Software or that was (a) used in violation of this Agreement, (b) used, handled, operated, or maintained improperly, or in any manner not in accord with the Documentation, industry standard practice or FeatureLab's instructions or recommendations, or (c) combined, altered, modified or repaired other than by or for FeatureLab.

EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, THE SOFTWARE, DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FEATURELAB DOES NOT WARRANT THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY LICENSEE APPLICATION OR ENVIRONMENT OR OTHERWISE MEET LICENSEE'S REQUIREMENTS, OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITSELF AND ITS LICENSORS, FEATURELAB HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT,

INTEGRATION, ACCURACY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

This Warranty provides specific legal rights, and Licensee may also have other rights which vary from state to state or from country to country.

8. TRIAL PRODUCTS

FeatureLab may, in its discretion, provide access to "pre-release" or "trial" Software (however designated, collectively, "Trial Software"). Unless otherwise specified in an Order Form, Licensee may only use Trial Software on a non-production basis for no more than 14 days, and FeatureLab may terminate the license to use such Trial Software at any time, upon written notice. Trial Software may be provided with loaner hardware ("Evaluation Hardware") which remains the property of FeatureLab (or an authorized supplier) and which is provided as is, without warranties of any kind. Licensee is responsible for any loss or damage to the Evaluation Hardware, except for normal wear and tear, until it is returned. The following Sections of this Agreement do not apply to Trial Software: 7 (WARRANTY AND DISCLAIMERS) and 10 (INDEMNIFICATION).

9. DIAGNOSTIC DATA TRANSMISSION

The Software may transmit diagnostic data relating to the Software to FeatureLab, including, without limitation, system performance, capacity usage, system faults, and other information of a similar nature (collectively, "Diagnostic Data"). Diagnostic Data may be sent on a periodic basis and upon a failure or fault in the Software. Licensee may turn off the feature that sends Diagnostic Data automatically to FeatureLab. In addition to the automatic transmission of Diagnostic Data, Licensee may choose to provide additional data to FeatureLab for technical analysis or other use in connection with Services. In all cases, FeatureLab will treat the contents of Diagnostic Data as Licensee's confidential information, and will take reasonable steps to safeguard same, using at least the degree of care it applies to its own Confidential Information. FeatureLab may use the Diagnostic Data to provide Services, troubleshoot the Software and to enhance, improve, and develop its products. FeatureLab may also disclose Diagnostic Data in an anonymous and aggregated form that does not link such information to Licensee or to any identifiable person.

10. INDEMNIFICATION

FeatureLab will defend Licensee against any claim by a third party that the FeatureLab Code infringes a valid US patent (issued as of the Effective Date), or any copyright or trade secret, of such third party, and indemnify Licensee for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim; provided that (a) Licensee promptly gives FeatureLab written notice of such claim, (b) Licensee provides reasonable cooperation, information, and assistance in connection the claim, and (c) FeatureLab will have sole control and authority to defend, settle or compromise such claim. If any Software becomes or, in FeatureLab's opinion, is likely to become, the subject of any injunction preventing its use as contemplated in this Agreement, FeatureLab may, at its option (1) obtain the right for Licensee to continue using such FeatureLab Code, or (2) replace or modify such FeatureLab Code so that it becomes non-infringing without substantially compromising its principal functions. If options (1) and (2) above are not reasonably available to FeatureLab, then FeatureLab may terminate Licensee's license to use the Software upon written notice and, after return of the Software by Licensee, refund to Licensee the pre-paid License Fees, pro-rated for the remainder of the License Term for which such fees have been pre-paid.

FeatureLab will have no liability or obligation to Licensee under the previous paragraph of this Section 10 with respect to any Software or to any claim based upon (a) any use of the Software not strictly in accordance with this Agreement, (b) any use of Software in an application or environment or on a platform or with devices for which it was not designed, (c) alterations, combinations or enhancements of the Software not created or provided by FeatureLab, (d) Software that has been modified to comply with Licensee's requirements, (e) Licensee's continuing allegedly infringing activity after being notified thereof or its continuing use of any version of the Software after being provided modifications that would have avoided the alleged infringement, or (f) any intellectual property right in which Licensee or any of its affiliates has an interest.

The foregoing provisions of this Section 10 state FeatureLab's entire liability, and Licensee's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Software or any part thereof or by its use or operation.

11. LIMITATION OF LIABILITY

FEATURELAB (AND ITS LICENSORS) WILL NOT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING INDEMNIFICATION), REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE LICENSE FEES PAID BY LICENSEE TO FEATURELAB FOR THE SOFTWARE GIVING RISE TO SUCH DAMAGES DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO LICENSEE.

12. TERM AND TERMINATION

This Agreement commences on the Effective Date and will continue in effect through the License Term unless specified otherwise in the Order Form. If no License Term is specified in the Order Form, the License Term is 1 year from the Effective Date. After the initial License Term, and unless otherwise specified in the Order Form, this Agreement will automatically renew for the same License Term duration specified in the initial Order Form for non-Trial Software unless either party notifies the other in writing of its intention not to renew by no later than 60 days before the expiration of the then-current License Term. Renewal License Fees will be as set forth in the Order Form, or, if no such terms are spelled out, then FeatureLab's then-current standard applicable license fees will apply.

This Agreement may be terminated (a) by either party, if the other party materially breaches a provision of this Agreement and fails to cure such breach within 30 days (10 days in the case of any non-payment of Fees) after receiving written notice of such breach from the non-breaching party, or (b) by either party immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or 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 the other party becomes

insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

Upon termination or expiration of this Agreement for any reason, all rights, obligations and licenses of the parties hereunder will cease, except that (a) all obligations that accrued prior to the effective date of termination and any remedies for breach of this Agreement will survive any termination, (b) Licensee will 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 (FEES AND PAYMENTS), 5 (CONFIDENTIALITY), 6 (PROPRIETARY RIGHTS), 7 (WARRANTY AND DISCLAIMERS), 10 (LIMITATION OF LIABILITY), 11 (LIMITATION OF LIABILITY), 13 (MARKETING AND PROMOTION), and 14 (GENERAL PROVISIONS) will also survive.

13. MARKETING AND PROMOTION

Licensee agrees to participate in marketing and promotional activities for FeatureLab, including press releases, white papers and case studies. In addition, FeatureLab may use Licensee's name and logo on its website and elsewhere to identify Licensee as a customer, provided that FeatureLab may not reveal any details about Software licensed or Services provided to Licensee.

14. GENERAL PROVISIONS

This Agreement, including the Order Form, constitutes the entire agreement between the parties about the subject matter of this Agreement, and it supersedes all prior negotiations, understandings or agreements (oral or written). Terms set forth in any Licensee document (such as a purchase order) that are in addition to or at variance with the terms of this Agreement are specifically waived by Licensee. All such terms are considered to be proposed material alterations of this Agreement and are hereby rejected. No waiver, consent or modification of this Agreement will bind either party unless in writing and signed by the party against which enforcement is sought. The most recent revision of this Agreement will be posted on http://FeatureLab.co/legal/eula. By downloading, installing, or using updates delivered pursuant to the Support Services, Licensee agrees to be bound by the terms of the Agreement then in effect. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is in English only, which will be controlling in all respects. No version of this Agreement in another language will be binding or of any effect.

Notwithstanding the foregoing paragraph, if Licensee has entered into a separate written agreement signed by FeatureLab for use of the Software, the terms and conditions of such other agreement will prevail over any conflicting terms or conditions in this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. In the event of any conflict between U.S. and foreign laws, rules and regulations, U.S. laws, rules and regulations will govern. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement.

Each party hereby irrevocably submits to the exclusive jurisdiction of the state courts located in Suffolk or Middlesex County, Massachusetts (or, if there is federal jurisdiction, the United Stated District Court for the District of Massachusetts) for the determination of any action arising out of or in connection with this Agreement. Notwithstanding the foregoing, FeatureLab may commence appropriate legal action in any jurisdiction to protect its Software or Confidential Information.

Unless specifically provided otherwise, each right and remedy in this Agreement 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 (CONFIDENTIALITY) or 6 (PROPRIETARY RIGHTS), FeatureLab will suffer irreparable damage for which there is no adequate remedy at law. Accordingly, FeatureLab will be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

Any notice or communication hereunder must 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 in the Order Form, or at such other address designated in a subsequent notice. All notices must be in English, effective upon receipt.

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

If any user of the Software or Documentation is a department, agency or other entity of the U.S. Government, then use, duplication, reproduction, modification, release, disclosure or transfer of the Software and Documentation is restricted in accordance with FAR 12.212 for civilian agencies and DFAR 227.7202 for military agencies. The Software is commercial computer software and the Documentation is commercial computer software documentation, and their use is further restricted in accordance with the terms of this Agreement.

During the Term of the Agreement and for a period of 1 year following its expiration or termination, neither party will entice, solicit or encourage any employee of the other party to leave such party's employment; provided, however, that either party may hire an employee of the other party who, without individual solicitation, responds to advertisements or solicitations targeted at the general public.

Neither party will be liable for the failure to perform its obligations under this Agreement due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of nature or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body.

Licensee acknowledges that (a) it has read and understands this Agreement, (b) it has had an opportunity to have its legal counsel review this Agreement, (c) this Agreement has the same force and effect as a signed agreement, even if it is agreed by click-through or provided by cross-reference only, and (d) issuance of this license does not constitute general publication of the Software, Documentation or Confidential Information.

[END OF AGREEMENT TEXT]