

MOBILion
End User License Agreement For
MOBIE EyeOn Control and Acquisition Software

This End User License Agreement ("Agreement") is a valid and legally binding agreement between MOBILion Systems, Inc., having a principal place of business at 4 Hillman Dr., Suite 130, Chadds Ford, PA 19317 ("**Licensors**"), and you ("**Licensee**" or "**you**").

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY AFFIRMATIVELY AGREEING TO THIS END USER LICENSE AGREEMENT ("EULA") DURING THE INSTALLATION PROCESS YOU (A) ACCEPT THIS AGREEMENT IN ITS TOTALITY AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD AND INSTALL THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

You further agree that the date on which you affirmatively accepted the terms of this EULA shall be the effective date of this Agreement ("**Effective Date**"). Each of Licensor and Licensee may be referred to herein as a "**Party**" and, collectively, as the "**Parties**".

1. Definitions.

- 1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. "**Documentation**" means all specifications, descriptions, instructions, design documentation, user manuals, installation guides or other information made available to Licensee by Licensor pertaining to use of the Software hereunder.
- 1.3. "**Confidential Information**" means any and all confidential information of a Party (the "**Disclosing Party**") disclosed to the receiving Party (the "**Recipient**"), including, but not limited to, proprietary software, services, technical information, know-how, trade secrets, marketing data, customer lists, business/financial information, computer source code and object code, hardware and software designs and specifications, schematics, engineering details and reports, flow charts, technology and pricing information. This information shall be considered Confidential Information regardless of whether such information was or is transmitted orally, in writing, electronically or in whatever other form, whether such information is marked or designated as such, or whether such information was or is tangible or intangible or obtained from observation. A Disclosing Party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Recipient; (b) was in the Recipient's lawful possession prior to the disclosure, was not subject to a prior confidentiality or similar agreement between the Parties, and had not been obtained by the Recipient either directly or indirectly from the

Disclosing Party; (c) is lawfully disclosed to the Recipient by a third party without any obligation of confidentiality to the Disclosing Party; or (d) is independently developed by the Recipient.

- 1.4. **"Intellectual Property"** or **"IP"** shall mean any proprietary right, title and interest in and to patents, patent applications, design rights, data rights, copyrights, trade secrets, trademarks, service marks, trade names, domain names, trade dress, trade secrets, know-how, business processes, technology and all other rights, derivatives thereof, and any forms of protection of a similar nature anywhere in the world. The terms "Intellectual Property" or "IP" may also be used herein to refer to the embodiments (e.g., computer software or data) that are protected by the foregoing IP rights.
 - 1.5. **"Release"** or **"Releases"** shall mean a new version or versions or major enhancement or enhancements to the Software that may be signified by an increment in the version number to the left of the decimal point. As such, Releases may be commercially distributed in the future at Licensor's sole discretion.
 - 1.6. **"Software"** shall mean the MOBIE EyeOn Control and Acquisition Software in object code form, its database structure/schema, its related Documentation, and all Updates and Releases thereto, all owned by Licensor.
 - 1.7. **"Update"** or **"Updates"** shall mean any patches, fixes, minor enhancements, service packs or other similar revisions of and to the Software as may be commercially distributed in the future at Licensor's sole discretion, and that Licensor does not designate as a "Release".
2. **Grant of License.** Licensor grants to Licensee, and Licensee accepts from Licensor, a limited, world-wide, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Software during the Term (as defined below) in accordance with this Agreement. This grant of license is subject to the payment of the License Fee (as defined below), as and when due, which payment shall also entitle Licensee to receive and use Updates during the Initial Support Period (as defined below). Licensee may receive and access further Updates after the Initial Support Period only subject to the payment of additional Maintenance Fees (as defined below) and continued compliance with the terms of this Agreement. The license grant hereof is subject to the following additional terms:
- Licensee may use the Software as properly installed and in accordance with this Agreement and the Documentation only to manage the MOBIE® system for Licensee's own internal business purposes. The Software may be used only by Licensee's employees and its third-party contractors; provided that Licensee shall be solely responsible for the acts and omissions of such employees and third-party contractors, and shall make sure that any third-party use of the Software complies with this Agreement. Licensee shall indemnify Licensor for any breach of this Agreement by a third-party.
3. **Third-Party Materials.** The Software includes software, content, data, or other materials, including related documentation, that are owned by third parties other than Licensor and that are provided to Licensee on licensee terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). A list of all materials included in the Software and provided under Third-Party Licenses is set forth on Schedule A to this Agreement, and the applicable Third-Party Licenses are included or accessible via links therefrom. Licensee is bound by and shall comply with all Third-Party Licenses. Any breach by Licensee or any of its authorized users of any Third-Party License is also a breach of this Agreement.
4. **License Restrictions.** Except as expressly permitted by this Agreement or by law, Licensee shall not:

- 4.1. Make or distribute copies of the Software;
 - 4.2. Decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human perceivable form;
 - 4.3. Attempt to remove, delete, alter or obscure any trademark, patent or copyright notice or other reference to Licensor's ownership of the Software appearing on the Software or any materials and Documentation provided therewith;
 - 4.4. Rent, lease, lend, sublicense, resell, assign, distribute, publish, transfer or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason;
 - 4.5. Modify, translate, adapt or otherwise create derivative works or improvements of the Software or any part thereof;
 - 4.6. Use the Software to violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, U.S. export laws, privacy laws or any other laws affecting the use of Licensor's products and services; or
 - 4.7. Use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to Licensor's commercial disadvantage.
5. **Security Measures.** The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under **Section 4**. Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.
6. **Licensor Obligations.**
- 6.1. **Support.** Licensor shall provide telephone and e-mail support of the Software for a period of one (1) year from the Effective Date (the "**Initial Support Period**") to answer questions and help troubleshoot any difficulties that Licensee may have in using the Software. There is no limit to the number of support calls that Licensee may place during the Initial Support Period; however, live support will only be provided by Licensor between the hours of 8:30 AM and 5:00 PM EST, on normal business workdays. The support under this Agreement does not include any on-site support by Licensor.
 - 6.2. **Updates and Releases.** During the Initial Support Period, Licensor shall provide to Licensee all available Updates (but not Releases) without any additional charge. Licensor may develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or to address particular issues. Licensee further agrees that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Licensee acknowledges that Licensor will provide all Updates via download from a website designated by Licensor, and that Licensee's receipt thereof will require an Internet connection, which connection is Licensee's sole responsibility. Licensor has no obligation to provide Updates via any other media. After the Initial Support Period, Licensee may license new Updates under the terms of Section 7.2, below. Releases that are licensed after the Effective Date may be subject to a separate fee and/or are subject to the terms of Section 7.2, below at Licensor's sole discretion. Maintenance and support services do not include any licensed Updates or Releases.

7. Fees.

- 7.1. One-Time Fee. In consideration of the grant of the license in Section 2 and Licensor's support obligations herein, Licensee shall pay a one-time license fee ("**License Fee**") as invoiced by Licensor. Notwithstanding the foregoing, in certain circumstances, Licensor may waive, limit or modify the License Fee in its sole discretion.
- 7.2. Support, Updates and Releases. After the end of the Initial Support Period and subject to the restrictions stated in this Section, Licensee shall be entitled to purchase annual maintenance hereunder for a fee as quoted by Licensor at such time ("**Maintenance Fee**"), which will entitle Licensee to receive telephone and e-mail support as described in Section 6.1, above, and all Updates and Releases for a period of one (1) year from the date of such purchase (the "**Maintenance Period**"). In the event that Licensee elects not to purchase annual maintenance after the end of the Initial Support Period or current Maintenance Period, then Licensee will not be entitled to purchase further annual maintenance at the stated Maintenance Fee, unless Licensee pays the Maintenance Fees for the time period during which Licensee has not paid for maintenance since the end of the Initial Support Period or current Maintenance Period.
- 7.3. Fees. The License Fee and Maintenance Fees may be collectively referred to herein as the "**Fees**".

8. Intellectual Property Rights. Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Licensor and its licensors reserve and shall retain their entire right, title, and interest in and to the Software and all Intellectual Property rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement. Licensee shall safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property rights in the Software and fully cooperate with Licensor in any legal action taken by Licensor to enforce its Intellectual Property rights.

9. Term And Termination.

- 9.1. Term. This Agreement shall continue in perpetuity unless terminated pursuant to its terms (the "**Term**").
- 9.2. Termination for Cause. Either Party will have the right to terminate this Agreement for cause at any time if the other Party is in breach of any material term, including but not limited to, failure to pay amounts due under this Agreement when such amounts are due, which such Party fails to cure within ten (10) days after receiving non-breaching Party's notice of the breach and intention to terminate. Such termination will become effective automatically upon expiration of the cure period in the absence of a cure.
- 9.3. Termination for Insolvency. Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.
- 9.4. Effect of Termination. All rights in the Software granted to Licensee hereunder shall cease upon any termination of this Agreement. Upon such termination, Licensee shall immediately cease any use of the Software and pay all Fees to Licensor that became due and owing prior to such termination. Within ten (10) days after any such termination, Licensee shall return

or destroy all copies of the Software and any other related Licensor Confidential Information or proprietary materials in its possession or control and certify to Licensor in writing that it no longer retains any copies of such Software, Confidential Information or materials.

10. Limited Warranties; Remedies.

- 10.1. Performance Warranties. Licensor warrants that, for a period of ninety (90) days after the Effective Date that the Software will perform in substantial conformance with the Documentation supplied by Licensor as part of the Software.
- 10.2. Other Warranties. Licensor warrants to Licensee that during the Term, the Software will not knowingly contain any viruses, "Trojan horses" or other malicious or harmful code, and Licensor will test the Software using industry standard virus detection tools to verify the absence of any malicious or harmful code prior to shipment to Licensee.
- 10.3. THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY MATERIALS.
- 10.4. The warranties set forth in Sections 10.1 and 10.2 will not apply and will become null and void if Licensee breaches any provision of this Agreement.
- 10.5. If Licensee deems that the Software fails to perform as warranted in Section 10.1, hereunder, Licensee shall so notify Licensor and provide a detailed description of the problem. If after analyzing the problem, Licensor determines that the problem is genuine, Licensor shall make commercially reasonable efforts to correct the problem. In such case, Licensee's sole remedy shall be to receive, within a commercially reasonable time, an Update issued by Licensor that addresses the problem. Licensee agrees to cooperate and work closely with Licensor in a prompt and reasonable manner in connection with Licensor's correction efforts.
- 10.6. EXCEPT AS SET FORTH IN THE EXPRESS LIMITED WARRANTIES OF SECTIONS 10.1 AND 10.2, THE SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS LICENSORS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.
- 10.7. Licensor makes no representation or warranty that the Software or its use will: (i) be uninterrupted, timely, secure, complete, accurate or free from defects except as specified in Section 10.1; (ii) meet the Licensee's requirements, achieve any intended results, or meet any performance or reliability standards; (iii) operate in conjunction with hardware, operating systems, environments or software not specified or approved by Licensor, or that are incompatible with the current release or Update of the Software per Licensor specifications; or (iv) operate correctly in the event that Licensee fails to install new Updates provided by Licensor.
- 10.8. Licensor expressly makes no warranties regarding protection of Licensee data, and bears no responsibility for establishing procedures for the creation of back-up copies or security of Licensee data or other information.
- 10.9. No oral or written information or advice given by Licensor, its dealers, agents or employees shall create a warranty of any kind, or in any way increase the scope of the warranty provided pursuant to this Agreement.
- 10.10. IF ANY JURISDICTION DISALLOWS THE DISCLAIMER OF ANY IMPLIED WARRANTY

HEREUNDER, THEN TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE EFFECTIVE DATE.

10.11. Licensor shall have no responsibility with respect to the Software:

10.11.1. to the extent that it has been altered in any way by anyone not authorized by Licensor; or

10.11.2. where any failure to perform arises out of use of the Software in conjunction with other software or hardware not supplied or recommended by Licensor.

10.12. THE WARRANTY REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REMEDIES WHICH MIGHT OTHERWISE BE AVAILABLE AT LAW AND/OR IN EQUITY.

11. Limitations of Liability.

11.1. IN NO EVENT WILL LICENSOR, OR ANY OF ITS RESPECTIVE LICENSORS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Under no circumstances shall Licensor's aggregate liability hereunder for any form of damages exceed the Fees paid by Licensee.

11.3. Licensor shall not be liable to Licensee or any other person or entity for any damages arising in any way out of Licensee's reliance on the information processed by the Software or Licensor's support services.

11.4. NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY IN THIS AGREEMENT, THE LIMITATIONS OF LIABILITY OF THIS SECTION SHALL NOT APPLY TO A PARTY'S OBLIGATIONS OF INDEMNIFICATION, OR CLAIMS OF A BREACH OF CONFIDENTIALITY, SECURITY, PRIVACY, GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, OR CLAIMS ARISING FROM MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR VIOLATION OF APPLICABLE LAWS OR REGULATIONS.

12. Confidentiality.

12.1. Obligations of Non-Disclosure and Protection. In the course of performance of this Agreement, each Recipient may receive Confidential Information of the other Disclosing Party. Any and all Confidential Information in any form or on any media so obtained by a Recipient shall be held in confidence and shall not be used, copied, reproduced, or disclosed to third parties for any purpose whatsoever, except as necessary in connection with the obligations of the Recipient under this Agreement. Each Recipient further agrees that it will

take reasonable security precautions to protect the confidentiality of such Confidential Information. Notwithstanding the foregoing, a Recipient may disclose the Disclosing Party's Confidential Information to its employees, consultants, affiliates or professional advisers who have a need to know such information for the purposes of this Agreement, provided that the Disclosing Party shall be responsible for compliance by such persons with the requirements of this Section. The non-disclosure provisions of this Agreement shall survive the termination of this Agreement, and shall remain in effect for a minimum period of ten (10) years from the date of termination, except that the Parties shall protect all trade secrets under the non-disclosure provisions of this Agreement indefinitely until such Confidential Information no longer qualifies as a trade secret.

- 12.2. Permitted Disclosure. Notwithstanding any provision hereof, a disclosure by a Recipient of any of the Disclosing Party's Confidential Information (1) in response to a valid order by a court or other governmental body; (2) as otherwise required by law; or (3) necessary to establish the rights of either Party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient must provide prompt prior written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Further, the Recipient shall disclose only the minimum amount of the Confidential Information that it is legally required to furnish and, where appropriate, will exercise its best efforts to obtain written assurances that confidential treatment will be accorded to such Confidential Information.
- 12.3. Equitable Relief. In the case of a breach of the confidentiality provisions of this Section, the Parties hereby agree that their respective remedies at law are inadequate, and consent to equitable enforcement of their obligations under said provisions without the requirement to show irreparable harm, by a court of appropriate equity jurisdiction hereunder.

13. Indemnification.

- 13.1. Licensor shall indemnify Licensee and its affiliates, owners, officers, directors, shareholders, agents and employees (here, the "**Licensee Indemnified Party**") from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities, including but not limited to legal and professional fees, costs, and expenses ("**Losses**"), incurred by the Licensee Indemnified Party as a result of any claim, suit, proceeding or cause of action asserted against the Licensee Indemnified Party by a third party ("**Claim**") arising from infringement of any IP right attributable to the Licensee Indemnified Party's use of the Software and shall defend the Licensee Indemnified Party against any such Claims, provided that:
- 13.1.1. The Claim is not due to Licensee's failure to comply with the terms of the License or improper use of the Software;
 - 13.1.2. Licensee notifies Licensor in writing within thirty (30) days of the Claim, unless the failure or delay in so notifying Licensor does not materially adversely affect Licensor's ability to defend or settle such Claim;
 - 13.1.3. Licensor has sole control of the defense and all related settlement negotiations; and
 - 13.1.4. Licensee provides Licensor with reasonable assistance, information and authority necessary to perform Licensor's obligations under this Section.
- 13.2. Licensee shall indemnify Licensor and its affiliates, owners, officers, directors, shareholders, agents and employees (here, the "**Licensor Indemnified Party**") from and against any Losses incurred by the Licensor Indemnified Party attributable to any Claim arising from Licensee's failure to comply with or breach of any provision of this Agreement or use of the Software.

13.3. Licensor shall have no liability for any claim of infringement based on:

13.3.1. use of a superseded or altered release of Software if the infringement would have been avoided by the use of a current unaltered release of the Software that is available to Licensee from Licensor; or

13.3.2. the combination, operation or use of any Software furnished under this Agreement with software, hardware or other materials not furnished by Licensor, if such infringement would have been avoided by the use of the Software without such software, hardware or other materials.

In the event the Software is determined by a court of competent jurisdiction or is believed by Licensor to infringe any third-party intellectual property, Licensor shall have the option, at its expense, to (a) modify the Software to be non-infringing; (b) obtain for Licensee a license to continue using the Software; or (c) terminate the license for the infringing Software and refund a *pro rata* portion of Fees paid for the most recent one (1) year period.

14. Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

15. Government Users. If Licensee is a Government entity, Licensee agrees that the Software qualifies as a "commercial item" as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, or if this Agreement is direct, Government Licensees will acquire use of the Software with only those rights set forth in this Agreement. Use of the Software constitutes agreement by the Government that the Software is "commercial computer software" and/or "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein. The manufacturer is Licensor as identified herein.

16. General.

16.1. Governing Law; Exclusive Jurisdiction. This Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the law of the State of Delaware (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement shall be brought in the state or federal courts of Delaware, and each of the Parties irrevocably submits to the exclusive jurisdiction and venue of such courts.

16.2. Independent Contractors. The Parties and their respective personnel, are and shall be independent contractors, and neither Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

16.3. Assignment. Licensee shall not assign or otherwise transfer this Agreement, or any part hereof, nor delegate any of its duties hereunder, whether by operation of law or otherwise,

to any third party or affiliate without the prior written consent of the Licensor.

- 16.4. Binding Nature. Subject to all other provisions herein contained, this Agreement shall be binding on the Parties and their successors and permitted assigns.
- 16.5. No Third-Party Beneficiaries. Nothing in this Agreement shall create any rights in any third-party beneficiaries, and Licensor has no obligation to any third party by virtue of this Agreement.
- 16.6. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement, but the Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.
- 16.7. Waiver. No delay or omission by either Party hereto to exercise any right occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.
- 16.8. Notices. Any notice, request, consent, demand or other communication required or permitted to be given by this Agreement shall be in writing. The Parties agree that electronic records in accordance with the requirements of applicable governing law (e.g., the federal E-SIGN act and/or the state law Uniform Electronic Transactions Act ("UETA")) satisfy the requirement for notices to be in writing under this Agreement. Either Party may give notice by means of electronic mail to an e-mail address as provided and agreed to by the other Party to be suitable for receiving such notices hereunder. Either Party may also elect to give notice by written communication sent by recognized overnight delivery service or first-class mail or pre-paid post to the addresses identified above. Any written notice delivered personally shall be deemed communicated as of actual receipt; and notices sent by mail shall be deemed to have been given three (3) calendar days (excluding Saturdays, Sundays and national holidays) after the time when the same was deposited in the mail as set forth in the preceding sentence; and notices sent by e-mail shall be deemed to have been received on the date sent absent evidence to the contrary.
- 16.9. Force Majeure. Each Party shall be excused from performing any of its obligations hereunder, in whole or in part, as a result of delays caused by the other Party or a third party or by an act of God, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, flood, explosion, fire, earthquake, hurricane, government action, court order, embargoes, blockades, national or regional emergencies, strikes, labor stoppages or slowdowns, or other industrial disturbances, shortage of adequate power, epidemics, pandemics or other circumstance beyond its reasonable control. If any of the above-enumerated circumstances prevent, hinder or delay performance of either Party's obligations hereunder for more than thirty (30) calendar days following written notice of the circumstance, the Party not prevented from performing shall have the right to terminate this Agreement without liability or penalty as of the date specified by such Party in a written notice of termination to the other Party.
- 16.10. No Construction Against Drafter. The Parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.
- 16.11. Entire Agreement; Modification. This Agreement sets forth the entire, final and exclusive agreement between the Parties as to the subject matter hereof and supersedes all prior and

contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties. This Agreement may be modified only pursuant to a writing executed by authorized representatives of the Parties. The Parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any oral modifications to this Agreement; and (b) any other amendments that are based on course of dealing, waiver, reliance, estoppel or other similar legal theory. The Parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

- 16.12. Modifications. Licensee agrees that Licensor may make changes to this Agreement from time to time, and will post such changes on its website at www.mobillionsystems.com (or such successor URLs that Licensor may designate from time to time). Licensee understands and agrees that its use of the Software after the date on which the changed Agreement is posted constitutes Licensee acceptance of the updated Agreement. If a modification is unacceptable to Licensee, Licensee may terminate this Agreement for convenience and cease use of the Software.
- 16.13. Headings. The paragraph headings of this Agreement are for convenience and shall be given no legal significance.
- 16.14. Survival. The following sections shall survive any termination of this Agreement: 1 (Definitions), 4 (License Restrictions), 5 (Security Measures) 8 (Intellectual Proprietary Rights), 9.4 (Effect of Termination), 10.3 and 10.6 through 10.12 (Limited Warranties), 11 (Limitations of Liability), 12 (Confidentiality), 13 (Indemnification), 15 (Government Users), and 16 (General).

Schedule A

Third-Party Materials and Third-Party Licenses

1. MassHunter Data Access Component Runtime

AGILENT TECHNOLOGIES, INC. SOFTWARE LICENSE TERMS

FOR THE MASSHUNTER DATA ACCESS COMPONENT RUNTIME VERSION

ATTENTION: USE OF THE SOFTWARE IS SUBJECT TO THE LICENSE TERMS SET FORTH BELOW.

IF YOU DO NOT AGREE TO THESE LICENSE TERMS, THEN (A) DO NOT INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND, OR, IF THE SOFTWARE IS SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE, INSTALLING OR OTHERWISE USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS.

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IX. MISCELLANEOUS

1. **ENTIRE AGREEMENT.** This EULA (including any addendum to this EULA included with the SOFTWARE) is the final, complete and exclusive statement of the entire agreement between You and MESCIUS relating to the SOFTWARE. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained herein, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an installation of the SOFTWARE, etc.). Employees, agents and other representatives of MESCIUS are not permitted to orally modify this EULA.
2. **Open Source Software.** The Software product may include certain open source components that are subject to open source licenses (“Open Source Software”), in which case, the embedded Open Source Software is owned by a third party. The Open Source Software is not subject to the terms and conditions of this EULA. Instead, each item of Open Source Software is licensed under its applicable license terms which accompanies such Open Source Software. Nothing in this EULA limits your rights under, nor grants you rights that supersede, the terms and conditions of any applicable license terms for the Open Source Software. Any fees charged by MESCIUS in connection with the SOFTWARE, do not apply to the Open Source Software for which fees may not be charged under the applicable license terms. The terms and conditions of the applicable license for the Open Source Software are available on the LICENSE.txt file, which is provided with the SOFTWARE.
3. **TERMINATION.** Without prejudice to any other rights it may have, MESCIUS may terminate this EULA and the Licenses if You fail to comply with the terms and conditions contained herein. In such an event, You must destroy all copies of the SOFTWARE and all of its component parts.
4. **STATUTE OF LIMITATIONS.** You agree that any action in relation to an alleged breach of this EULA shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
5. **YOU INDEMNIFY MESCIUS.** You agree to indemnify, hold harmless, and defend MESCIUS and its suppliers and resellers from and against any and all claims or lawsuits, including attorney’s fees, which arise out of or result from Your distribution of Your Developed Software or from Your breach of any of the terms and conditions of this EULA.
6. **Assignment.** MESCIUS may assign or transfer this EULA or any of its rights or obligations hereunder to an entity which directly or indirectly controls, is controlled by, or is under common control with, MESCIUS.
7. **INTERPRETATION OF THIS EULA.** If for any reason a court of competent jurisdiction finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, this EULA is governed by the laws

of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The parties' consent to the personal jurisdiction and venue of the Commonwealth of Pennsylvania, in the County of Allegheny, and agree that any legal proceedings arising out of this EULA shall be conducted solely in such State. The application of the U.N. Convention of Contracts for the International Sale of Goods is expressly excluded. The original version of this EULA is the English language version. Any discrepancy or conflict that may arise between the English version of this EULA and those written in any other language shall be resolved and interpreted with reference to the English version, which will always control.

6. Windows 11

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or, if a business, where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft. If you are a volume license customer, use of this software is subject to your volume license agreement rather than this agreement.

This agreement describes your rights, obligations, and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

1. Overview.

- a. **Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, calendar, contacts, music and news that are included with Windows, unless other terms apply. If this agreement contains terms regarding a feature or service not available on your device, those terms do not apply.
- b. **Additional terms.** Additional Microsoft and third-party terms may apply to your use of certain features, services and apps, depending on your device's capabilities, how it is configured, and how you use it. Please read them.
 - (i) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at <https://aka.ms/msa>. You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
 - (ii) Microsoft, or the device manufacturer or installer may include additional apps, which will be subject to separate license terms and privacy policies.
 - (iii) The software may include third-party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third-party programs can be viewed at C:\Windows\Help\en-US\credits.rtf.

2. Installation and Use Rights.

- a. **License.** The software is licensed, not sold. The software license is permanently assigned to the device with which you acquired the software. Under this agreement, we grant you the right to install and run one instance of the software on your device (the licensed device), so long as you comply with the terms and restrictions contained in this agreement. Updating or upgrading from non-genuine software with software from Microsoft

or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation, you do not have a license to use the software.

b. Device. In this agreement, "device" means a physical hardware system with an internal storage device capable

of running the software, or a virtual machine. A hardware partition or blade is considered to be a device.

c. Restrictions. The device manufacturer or installer and Microsoft reserve all rights (such as rights under

intellectual property laws) not expressly granted in this agreement, and no other rights are licensed to you. For the avoidance of doubt, this license does not give you any right to, and you may not (and you may not permit any other person or entity to):

- (i) use or virtualize features of the software separately;
- (ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
- (iii) transfer the software (except as permitted by this agreement);
- (iv) work around any technical restrictions or limitations in the software;
- (v) use the software as server software or to operate the device as a server, except as permitted under

Section 2(d)(iii) below; use the software to offer commercial hosting services; make the software available for simultaneous use by more than one user over a network, except as permitted under Section 2(d)(vi) below; install the software on a server for remote access or use over a network; or install the software on a device for use only by remote users; a single device may be locally and simultaneously interacted with by up-to two end user operators;

- (vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the

extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open-source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License that are included with and linked to by the software; and

- (vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an

unauthorized manner.

d. Multi-Use scenarios.

- (i) **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as

32-bit and 64-bit versions), you may install and activate only one of those versions at a time.

- (ii) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or

reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.

- (iii) **Device connections.** You may allow up to 20 other devices to access the software installed on the

licensed device solely to use the following software features for personal or internal purposes: file

services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools

connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This subsection does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this subsection), on any of these other devices.

- (iv) **Remote access.** Users may access the licensed device from another device using remote access

technologies, but only on devices separately licensed to run the same or higher edition of this software.

- (v) **Remote assistance.** You may use remote assistance technologies to share an active session without

obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.

- (vi) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which

provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.

- (vii) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access

cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that

result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.

- (viii) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.

- e. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.

- f. **High Risk Use.**

- (i) **WARNING: THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE WHERE FAILURE OR**

FAULT OF ANY KIND OF THE SOFTWARE COULD RESULT IN DEATH OR SERIOUS BODILY INJURY, OR IN PHYSICAL OR ENVIRONMENTAL DAMAGE (collectively "High Risk Use"). Accordingly, You must design and implement Your hardware and software such that, in the event of any interruption, defect, error, or other failure of the software, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Your High Risk Use of the software is at Your own risk.

(ii) **Indemnification.** You agree to indemnify, defend and hold harmless Microsoft from any claims,

including claims arising from any High Risk Uses, and inclusive of attorneys' fees, related to the distribution or use of Your devices, except to the extent that any intellectual property claim is based solely on the unmodified software.

3. Privacy; Consent to Use of Data. Your privacy is important to us. Some of the software features send or receive

information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at <https://aka.ms/privacy>, and as may be described in the user interface associated with the software features.

4. Authorized Software and Activation. You are authorized to use this software only if you are properly licensed and

the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see <https://aka.ms/genuine>. Certain updates, support, and other services might be offered only to users of genuine Microsoft software.

5. Updates. The software periodically checks for system and app updates, and may download and install them for you.

You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. To the extent automatic updates are enabled on your device, by accepting this agreement, or using the software, you agree to receive these types of automatic updates without any additional notice.

6. Geographic and Export Restrictions. If your software is restricted for use in a particular geographic region, then

you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit <https://aka.ms/exporting>.

7. Device Manufacturer and Installer Support and Refund Procedures. For the software generally, contact the

device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at <https://aka.ms/mssupport>. If you are seeking a refund, contact the device manufacturer or installer

to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

8. Binding Arbitration and Class Action Waiver if You Live in (or, if a Business, Your Principal Place of Business is in) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days, upon receipt of a Notice of Dispute, to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, request for public injunctions, and any other proceeding or request for relief where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, software installer, and our affiliates.

- a. Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the device manufacturer or installer, or you and Microsoft, concerning the software (or software to which this agreement applies including other Windows apps), its price, marketing, communications, your purchase transaction, billing, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. Send a Notice of Dispute before arbitration.** If you have a dispute that our customer service representatives can't resolve and you wish to pursue arbitration, you must first send an individualized Notice of Dispute by U.S. Mail to the device manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, you must first mail it to Microsoft Corporation, ATTN: CELA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399, or submit the form electronically. The Notice of Dispute form is available at <https://go.microsoft.com/fwlink/?LinkId=245499>. Complete that form in full, with all the information it requires. We'll do the same if we have a dispute with you. Any applicable statute of limitations will be tolled from the date of a properly submitted individualized Notice of Dispute through the first date on which an arbitration may properly be filed under this Section 8.
- c. Small claims court option.** Instead of sending a Notice of Dispute, either you or we may sue the other party in small claims court seeking only individualized relief, so long as the action meets the small claims court's requirements and remains an individual action seeking individualized relief. The small claims court must be in your county of residence (or, if a business, your principal place of business).
- d. Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is less than \$75,000 USD whether or not you are an individual or how you use the

software, its Consumer Arbitration Rules). For more information, see <https://aka.ms/adr>. **This agreement governs to the extent it conflicts**

with any applicable AAA rules. To initiate an arbitration, submit the Demand for Arbitration form available at <https://go.microsoft.com/fwlink/?LinkId=245497> to the AAA and mail a copy to the device manufacturer or installer (or to Microsoft if your dispute is with Microsoft). The form must contain information that is specific to you and your claim. In a dispute involving \$25,000 USD or less, any hearing will be telephonic or by videoconference unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business). The arbitrator may award the same damages to you individually as a court could. **The arbitrator may award**

declaratory or injunctive relief only to you individually to satisfy your individual claim, but not relief

that would affect non-parties.

The arbitrator rules on all issues except that a court has exclusive authority: (i) to decide arbitrability, as well as formation, existence, scope, validity, and enforceability of this arbitration agreement; (ii) to decide whether the parties have complied with the pre-arbitration requirements (including the individualized Notice of Dispute and Demand for Arbitration forms); (iii) to enforce the prohibition on class, representative, private attorney-general, or combined actions or proceedings, or public injunctive relief; and (iv) to enjoin an arbitration from proceeding if it does not comply with this agreement. If your Notice of Dispute involves claims similar to those of at least 24 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, you and we agree that these claims will be "Related Cases." Related Cases may only be filed in batches of up to 50 individual arbitrations at a time, and those individual arbitrations will be resolved in the following manner: (i) for the first batch, each side may select up to 25 of these Related Cases to be filed and resolved in individual arbitrations under this Section 8; (ii) none of the other Related Cases may be filed or prosecuted in arbitration until the first batch of up to 50 individual arbitrations is resolved; and (iii) if, after that first batch, the parties are unable to informally resolve the remaining Related Cases, a second batch of Related Cases may be filed, where each side may select up to 25 of the Related Cases to be resolved in individual arbitrations under this Section 8. This process of batched individual arbitrations will continue until the parties resolve all Related Cases informally or through individual arbitrations. A court has exclusive authority to enforce this paragraph, including whether it applies to a given set of claims, and to enjoin the filing or prosecution of arbitrations that do not comply with this paragraph.

e. Arbitration fees and payments.

(i) **Disputes involving less than \$75,000 USD.** The device manufacturer or installer (or Microsoft if your

dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's

fees and expenses. If (i) the dispute involves less than \$75,000 USD; and before initiating arbitration (ii) you complied with all pre-arbitration requirements in this Section 8, including, if applicable, the Related Cases paragraph. Otherwise, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses. If, at the conclusion of the arbitration, the arbitrator awards you more than our last written offer made before the arbitrator was appointed, the device manufacturer or installer (or Microsoft if your dispute is with Microsoft) will pay you: (i)

the amount of the award or \$1,000 USD (whichever is more); (ii) any reasonable attorney's fees you incurred; and (iii) any reasonable expenses (including expert witness fees and costs) that your attorney accrued in connection with your individual arbitration.

(ii) **Disputes involving \$75,000 USD or more.** The AAA rules will govern payment of filing fees and the

AAA's and arbitrator's fees and expenses.

f. Severability. If, after exhaustion of all appeals, a court finds any part of this Section 8 unenforceable as to any

claim or request for a remedy, then the parties agree to arbitrate all claims and remedies subject to arbitration

before litigating in court any remaining claims or remedies (such as a request for a public injunction remedy, in which case the arbitrator issues an award on liability and individual relief before a court considers that request). Otherwise, if any other part of Section 8 is found to be unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins).

g. Microsoft as party or third-party beneficiary. If Microsoft is the device manufacturer or if you acquired the

software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a

third-party beneficiary of your agreement with the device manufacturer or installer to resolve disputes through informal negotiation and arbitration.

9. Governing Law. The laws of the state or country where you live (or, if a business, where your principal place of

business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

10. Consumer Rights, Regional Variations. This agreement describes certain legal rights. You may have other rights,

including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

a. Australia. References to "Limited Warranty" are references to the express warranty provided by Microsoft or

the device manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies under the Australian Consumer Law consumer guarantees. Nothing in this agreement limits or changes those rights and remedies. In particular:

(i) support and refund policies referred to in Section 7 are subject to the Australian Consumer Law;

(ii) the Australian Consumer Law consumer guarantees apply to the evaluation software described in Section 11(d)(i); and

(iii) our goods come with guarantees that cannot be excluded under the Australian Consumer Law. In this

subsection, "goods" refers to the software for which Microsoft, or the device manufacturer or installer provides the express warranty. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

To learn more about your rights under the Australian Consumer Law, please review the information at

<https://aka.ms/acl>.

b. Canada. You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

c. Germany and Austria.

(i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft

materials that accompany the software. However, the device manufacturer or installer, and Microsoft,

give no contractual guarantee in relation to the licensed software.

(ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product

Liability Act, as well as, in case of death or personal or physical injury, the device manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the device manufacturer or installer, or Microsoft will only be liable for slight negligence if the device manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the device manufacturer or installer or Microsoft will not be liable for slight negligence.

d. Other regions. See <https://go.microsoft.com/fwlink/?LinkId=534978> for a current list of regional variations

11. Additional Notices.

a. Networks, data and Internet usage. Some features of the software and services accessed through the

software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

b. Codec Notices:

i. **H.264/AVC Video Standard.** This product includes AVC coding technology.
MPEG LA LLC

requires this notice:

This product is licensed under the AVC patent portfolio license for the personal and non-commercial use of a consumer to (i) encode video in compliance with the AVC standard ("AVC VIDEO") and/or (ii) decode AVC video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed to provide AVC video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA LLC. See

<http://www.MPEGLA.COM>.

For clarification purposes, this notice does not limit or inhibit the use of the product for normal business uses that are personal to that business which do not include (i) redistribution of the product to third parties, or (ii) creation of content with AVC Standard compliant technologies for distribution to third parties.

- ii. **VC-1 Video Standard.** This product includes VC-1 coding technology. MPEG LA LLC requires this notice:

This product is licensed under the VC-1 Patent Portfolio license for the personal and non-commercial use of a consumer to (i) encode video in compliance with the VC-1 standard ("VC-1 Video") and/or (ii) decode vc-1 video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed to provide VC-1 video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA LLC. See

<http://www.MPEGLA.COM>.

For clarification purposes, this notice does not limit or inhibit the use of the product for normal business uses that are personal to that business which do not include (i) redistribution of the product to third parties, or (ii) creation of content with VC-1 Standard compliant technologies for distribution to third parties.

- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on

malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

- d. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or

limited use, then you may only use it as specified. You may not use such versions of the software for commercial, non-profit, or revenue-generating activities.

- (i) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live

operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, **evaluation software is provided "AS IS" and no warranty, implied or express**

(including the Limited Warranty), applies to these versions.

12. **Entire Agreement.** This agreement (together with the printed paper license terms or other terms accompanying

any software supplements, updates, and services that are provided by the device manufacturer or installer, or

Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the device manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to <https://aka.ms/useterms> or going to Settings - System - About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Windows Privacy Statement <https://aka.ms/privacy>
- Microsoft Services Agreement <https://aka.ms/msa>

NO WARRANTY

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154.	Automat 22.10.0	https://github.com/glyph/automat?tab=MIT-1-ov-file
155.	Bitarray 2.9.2	https://github.com/ilanschnell/bitarray?tab=License-1-ov-file
156.	Bitstring 4.1.4	https://github.com/scott-griffiths/bitstring?tab=MIT-1-ov-file
157.	Blinker 1.7.0	https://github.com/rakyll/blinker
158.	Cerberus 1.3.5	https://github.com/pyeve/cerberus?tab=ISC-1-ov-file
159.	Certifi 2023.11.17	https://github.com/certifi/python-certifi?tab=License-1-ov-file
160.	Cffi 1.16.0	https://github.com/cffi/cffi?tab=MIT-1-ov-file
161.	Channels 4.1.0	https://github.com/django/channels?tab=BSD-3-Clause-1-ov-file
162.	Charset-normalizer 3.3.2	https://github.com/jawah/charset_normalizer?tab=MIT-1-ov-file
163.	Click 8.1.7	https://github.com/pallets/click?tab=BSD-3-Clause-1-ov-file
164.	Colorama 0.4.6	https://github.com/tartley/colorama?tab=BSD-3-Clause-1-ov-file
165.	ConfigArgParse 1.7	https://github.com/bw2/ConfigArgParse?tab=MIT-1-ov-file
166.	Constantly 23.10.4	https://github.com/twisted/constantly?tab=License-1-ov-file
167.	Coverage 6.5.0	https://github.com/coveragepy/coveragepy?tab=Apache-2.0-1-ov-file
168.	Cryptography 41.0.7	https://github.com/pyca/cryptography?tab=Apache-2.0-2-ov-file https://github.com/pyca/cryptography?tab=BSD-3-Clause-3-ov-file
169.	Dacite 1.6.0	https://github.com/konradhalas/dacite?tab=MIT-1-ov-file
170.	Daphne 4.0.0	https://github.com/django/daphne?tab=BSD-3-Clause-1-ov-file
171.	Decorator 5.1.1	https://github.com/micheles/decorator?tab=BSD-2-Clause-1-ov-file
172.	Dill 0.3.7	https://github.com/uqfoundation/dill?tab=License-1-ov-file
173.	Distlib 0.3.7	https://github.com/pypa/distlib?tab=License-1-ov-file
174.	Django 5.0.6	https://github.com/django/django?tab=BSD-3-Clause-1-ov-file https://github.com/django/django?tab=License-2-ov-file
175.	Django-enumfields 2.1.1	https://github.com/hzdg/django-enumfields?tab=License-1-ov-file
176.	Django-extensions 3.2.3	https://github.com/django-extensions/django-extensions?tab=MIT-1-ov-file
177.	Djangorestframework 3.14.0	https://github.com/encode/django-rest-framework?tab=License-1-ov-file
178.	Djangorestframework-dataclasses 1.3.1	https://github.com/oxan/djangorestframework-dataclasses?tab=BSD-3-Clause-1-ov-file
179.	Djangorestframework-simplejwt 5.3.1	https://github.com/jazzband/djangorestframework-simplejwt?tab=MIT-1-ov-file
180.	Docopt 0.6.2	https://github.com/docopt/docopt?tab=MIT-1-ov-file
181.	Drf-enum-field 0.9.3	https://github.com/seebass/drf-enum-field?tab=MIT-1-ov-file
182.	Drf-yasg 1.21.7	https://github.com/axnsan12/drf-yasg?tab=License-1-ov-file
183.	Ecdsa 0.18.0	https://github.com/tlsfuzzer/python-ecdsa?tab=License-1-ov-file
184.	Et-xmlfile 1.1.0	https://github.com/biydnd/et_xmlfile?tab=License-1-ov-file
185.	Event-scheduler 0.1.3	https://github.com/phluentmed/event-scheduler?tab=MIT-1-ov-file
186.	Execnet 2.0.2	https://github.com/pytest-dev/execnet?tab=MIT-1-ov-file

187.	Executing 2.0.1	https://github.com/alexmojaki/executing?tab=MIT-1-ov-file
188.	Flask 2.3.3	https://github.com/pallets/flask?tab=BSD-3-Clause-1-ov-file
189.	Future 0.18.3	https://github.com/PythonCharmers/python-future?tab=MIT-1-ov-file
190.	H11 0.14.0	https://github.com/python-hyper/h11?tab=MIT-1-ov-file
191.	H2 4.1.0	https://github.com/h2database/h2database?tab=License-1-ov-file
192.	Hpack 4.0.0	https://github.com/python-hyper/hpack?tab=MIT-1-ov-file
193.	Hypercorn 0.14.4	https://github.com/pgjones/hypercorn?tab=MIT-1-ov-file
194.	Hyperframe 6.0.1	https://github.com/python-hyper/hyperframe?tab=MIT-1-ov-file
195.	Hyperlink 21.0.0	https://github.com/python-hyper/hyperlink?tab=License-1-ov-file
196.	Idna 3.6	https://github.com/kjd/idna?tab=BSD-3-Clause-1-ov-file
197.	Incremental 22.10.0	https://github.com/twisted/incremental?tab=License-1-ov-file
198.	Inflection 0.5.1	https://github.com/jpvanhal/inflection?tab=MIT-1-ov-file
199.	Iniconfig 2.0.0	https://github.com/pytest-dev/iniconfig?tab=MIT-1-ov-file
200.	Intelhex 2.3.0	https://github.com/python-intelhex/intelhex?tab=BSD-3-Clause-1-ov-file
201.	Ipython 8.20.0	https://github.com/ipython/ipython?tab=BSD-3-Clause-1-ov-file https://github.com/ipython/ipython?tab=License-2-ov-file
202.	Isort 5.13.2	https://github.com/PyCQA/isort?tab=MIT-1-ov-file
203.	Itsdangerous 2.1.2	https://github.com/pallets/itsdangerous?tab=BSD-3-Clause-1-ov-file
204.	Jedi 0.19.1	https://github.com/davidhalter/jedi?tab=License-1-ov-file
205.	Jinja2 3.1.2	https://github.com/pallets/jinja?tab=BSD-3-Clause-1-ov-file
206.	Lazy-object-proxy 1.9.0	https://github.com/ionelmc/python-lazy-object-proxy?tab=BSD-2-Clause-1-ov-file
207.	MarkupSafe 2.1.3	https://github.com/pallets/markupsafe?tab=BSD-3-Clause-1-ov-file
208.	Matplotlib-inline 0.1.6	https://github.com/ipython/matplotlib-inline?tab=BSD-3-Clause-1-ov-file
209.	Mccabe 0.7.0	https://github.com/PyCQA/mccabe?tab=License-1-ov-file
210.	Numpy 1.26.0	https://github.com/numpy/numpy?tab=License-1-ov-file
211.	Openpyxl 3.1.2	https://github.com/soxhub/openpyxl?tab=License-1-ov-file
212.	Packaging 23.2	https://github.com/pypa/packaging?tab=Apache-2.0-2-ov-file https://github.com/pypa/packaging?tab=BSD-2-Clause-3-ov-file
213.	Pandas 2.2.2	https://github.com/pandas-dev/pandas?tab=BSD-3-Clause-1-ov-file
214.	Parso 0.8.3	https://github.com/davidhalter/parso?tab=License-1-ov-file
215.	Pefile 2023.2.7	https://github.com/erocarrera/pefile?tab=MIT-1-ov-file
216.	Platformdirs 4.1.0	https://github.com/tox-dev/platformdirs?tab=MIT-1-ov-file
217.	Pluggy 1.3.0	https://github.com/pytest-dev/pluggy?tab=MIT-1-ov-file
218.	Priority 2.0.0	https://github.com/python-hyper/priority?tab=MIT-1-ov-file
219.	Prompt-toolkit 3.0.43	https://github.com/prompt-toolkit/python-prompt-toolkit?tab=BSD-3-Clause-1-ov-file
220.	Psutil 5.9.5	https://github.com/giampaolo/psutil?tab=BSD-3-Clause-1-ov-file
221.	Pure-eval 0.2.2	https://github.com/alexmojaki/pure_eval?tab=MIT-1-ov-file
222.	Py 1.11.0	https://github.com/pytest-dev/py?tab=MIT-1-ov-file
223.	Py-cpuinfo 8.0.0	https://github.com/workhorsy/py-cpuinfo?tab=MIT-1-ov-file
224.	Pyasn1 0.5.1	https://github.com/etingof/pyasn1?tab=BSD-2-Clause-1-ov-file
225.	Pyasn1-modules 0.3.0	https://github.com/pyasn1/pyasn1-modules?tab=BSD-2-

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226.	Pycparser 2.21	https://github.com/eliben/pycparser?tab=License-1-ov-file
227.	Pydantic 2.5.2	https://github.com/pydantic/pydantic?tab=MIT-1-ov-file
228.	Pydantic-core 2.14.5	https://github.com/pydantic/pydantic-core?tab=MIT-1-ov-file
229.	Pydot-ng 2.0.0	https://github.com/pydot/pydot-ng?tab=MIT-1-ov-file
230.	Pygments 2.17.2	https://github.com/pygments/pygments?tab=BSD-2-Clause-1-ov-file
231.	PyJWT 1.7.1	https://github.com/jpadilla/pyjwt?tab=MIT-1-ov-file
232.	PyOpenSSL 23.3.0	https://github.com/pyca/pyopenssl?tab=Apache-2.0-1-ov-file
233.	Pyparsing 3.1.1	https://github.com/pyparsing/pyparsing?tab=MIT-1-ov-file
234.	Pyserial 3.5	https://github.com/pyserial/pyserial?tab=License-1-ov-file
235.	Python-dateutil 2.8.1	https://github.com/dateutil/dateutil?tab=License-1-ov-file
236.	Python-jose 3.3.0	https://github.com/mpdavis/python-jose?tab=MIT-1-ov-file
237.	StateMachine 0.8.0	https://github.com/fgmacedo/python-statemachine?tab=MIT-1-ov-file
238.	Pytz 2024.1	https://github.com/stub42/pytz?tab=MIT-1-ov-file
239.	Pywin32-ctypes 0.2.3	https://github.com/enthought/pywin32-ctypes?tab=License-1-ov-file
240.	PyYAML 5.1.2	https://github.com/yaml/pyyaml?tab=MIT-1-ov-file
241.	Requests 2.31.0	https://github.com/psf/requests?tab=Apache-2.0-1-ov-file
242.	Requirementslib 3.0.0	https://github.com/sarugaku/requirementslib?tab=MIT-1-ov-file
243.	Rsa 4.9	https://github.com/sybrenstuvell/python-rsa?tab=License-1-ov-file
244.	Service-identity 23.1.0	https://github.com/pyca/service-identity?tab=MIT-1-ov-file
245.	Six 1.16.0	https://github.com/benjaminp/six?tab=MIT-1-ov-file
246.	Sqlparse 0.4.4	https://github.com/andialbrecht/sqlparse?tab=BSD-3-Clause-1-ov-file
247.	Stack-data 0.6.3	https://github.com/alexmojaki/stack_data?tab=MIT-1-ov-file
248.	Tblib 1.7.0	https://github.com/ionelmcc/python-tblib?tab=BSD-2-Clause-1-ov-file
249.	Tomlkit 0.12.3	https://github.com/python-poetry/tomlkit?tab=MIT-1-ov-file
250.	Traitlets 5.14.1	https://github.com/ipython/traitlets?tab=BSD-3-Clause-1-ov-file
251.	Twisted 23.8.0	https://github.com/twisted/twisted?tab=License-1-ov-file
252.	Twisted-iocpsupport 1.0.4	https://github.com/twisted/twisted-iocpsupport?tab=License-1-ov-file
253.	Txaio 23.1.1	https://github.com/crossbario/txaio?tab=License-1-ov-file
254.	Typing-extensions 4.9.0	https://github.com/python/typing_extensions?tab=License-1-ov-file
255.	Tzdata 2023.3	https://github.com/python/tzdata?tab=License-1-ov-file
256.	Uritemplate 4.1.1	https://github.com/python-hyper/uritemplate?tab=Apache-2.0-2-ov-file https://github.com/python-hyper/uritemplate?tab=License-3-ov-file
257.	Urllib3 2.2.0	https://github.com/urllib3/urllib3?tab=MIT-1-ov-file
258.	Uvicorn 0.22.0	https://github.com/Kludex/uvicorn?tab=BSD-3-Clause-1-ov-file
259.	Wcwidth 0.2.13	https://github.com/jquast/wcwidth?tab=License-1-ov-file
260.	Websocket-client 1.7.0	https://github.com/websocket-client/websocket-client?tab=Apache-2.0-1-ov-file
261.	Werkzeug 3.0.1	https://github.com/pallets/werkzeug?tab=BSD-3-Clause-1-ov-file
262.	Wrapt 1.15.0	https://github.com/GrahamDumpleton/wrapt?tab=BSD-2-

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264.	Xl2dict 0.1.5	https://github.com/harendranathvegi9/xl2dict/?tab=MIT-1-ov-file
265.	Xlrd 2.0.1	https://github.com/python-excel/xlrd?tab=License-1-ov-file
266.	Yarg 0.1.9	https://github.com/YARC-Official/YARG?tab=LGPL-3.0-1-ov-file
267.	Zope.interface 6.1	https://github.com/zopefoundation/zope.interface?tab=Licens-e-1-ov-file
268.	Node JS 12.22.12	https://github.com/nodejs/node?tab=License-1-ov-file
269.	Angular 11.2.14	https://github.com/angular/angular?tab=MIT-1-ov-file
270.	Angular/animations 11.2.14	https://github.com/angular/angular?tab=MIT-1-ov-file
271.	Angular/cdk 11.2.13	https://github.com/angular/components?tab=MIT-1-ov-file
272.	Angular/common 11.2.14	https://github.com/angular/angular?tab=MIT-1-ov-file
273.	Angular/compiler 11.2.14	https://github.com/angular/angular?tab=MIT-1-ov-file
274.	Angular/core 11.2.14	https://github.com/angular/angular?tab=MIT-1-ov-file
275.	Angular/flex-layout 11.0.0-beta.33	https://github.com/angular/flex-layout?tab=MIT-1-ov-file
276.	Angular/forms 11.2.14	https://github.com/angular/angular?tab=MIT-1-ov-file
277.	Angular/material 11.2.13	https://github.com/angular/components?tab=MIT-1-ov-file
278.	Angular/platform-browser 11.2.14	https://github.com/angular/angular?tab=MIT-1-ov-file
279.	Angular/platform-browser-dynamic 11.2.14	https://github.com/angular/angular?tab=MIT-1-ov-file
280.	Angular/router 11.2.14	https://github.com/angular/angular?tab=MIT-1-ov-file
281.	Biesbjerg/ngx-translate-extract-marker 1.0.0	https://github.com/biesbjerg/ngx-translate-extract-marker
282.	Fullcalendar/core 4.3.1	https://github.com/fullcalendar/fullcalendar?tab=MIT-1-ov-file
283.	Ngrx/effects 11.1.1	https://github.com/ngrx/platform?tab=License-1-ov-file
284.	Ngrx/router-store 11.1.1	https://github.com/ngrx/platform?tab=License-1-ov-file
285.	Ngrx/store 11.1.1	https://github.com/ngrx/platform?tab=License-1-ov-file
286.	Ngx-translate/core 13.0.0	https://github.com/ngx-translate/core?tab=MIT-1-ov-file
287.	Ngx-translate/http-loader 6.0.0	https://github.com/codeandweb/ngx-translate?tab=MIT-1-ov-file
288.	Types/jsonwebtoken 1.0.1	https://github.com/DefinitelyTyped/DefinitelyTyped?tab=Licen-se-1-ov-file
289.	Types/masonry-layout 4.2.1	https://github.com/DefinitelyTyped/DefinitelyTyped?tab=Licen-se-1-ov-file
290.	Animate.css 3.7.2	https://github.com/animate-css/animate.css?tab=License-1-ov-file
291.	Chart.js 2.9.1	https://github.com/chartjs/Chart.js?tab=MIT-1-ov-file
292.	Font-awesome 4.7.0	https://github.com/FortAwesome/Font-Awesome?tab=License-1-ov-file
293.	Js-polynomial-	https://github.com/RobertMenke/JS-Polynomial-

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294.	Jstontoxml 1.0.1	https://github.com/soldair/node-jstontoxml?tab=MIT-1-ov-file
295.	Jwt-decode 2.2.0	https://github.com/auth0/jwt-decode?tab=MIT-1-ov-file
296.	Lodash 4.17.15	https://github.com/lodash/lodash?tab=License-1-ov-file
297.	Luxon 1.21.3	https://github.com/moment/luxon?tab=MIT-1-ov-file
298.	Masonry-layout 4.2.2	https://desandro.mit-license.org/
299.	MI-levenberg-marquardt 2.1.1	https://github.com/mljs/levenberg-marquardt?tab=MIT-1-ov-file
300.	Nanoid 3.1.20	https://github.com/ai/nanoid?tab=MIT-1-ov-file
301.	Ngx-cookie-service 2.4.0	https://github.com/stevermeister/ngx-cookie-service?tab=MIT-1-ov-file
302.	Ngx-infinite-scroll 10.0.1	https://github.com/orizens/ngx-infinite-scroll?tab=MIT-1-ov-file
303.	Ngx-mat-select-search 2.2.0	https://github.com/bithost-gmbh/ngx-mat-select-search?tab=MIT-1-ov-file
304.	Ngx-timeago 1.0.4	https://github.com/ihym/ngx-timeago?tab=MIT-1-ov-file
305.	Ngx-translate-messageformat-compiler 4.8.0	https://github.com/lephyrus/ngx-translate-messageformat-compiler?tab=MIT-1-ov-file
306.	Primeflex 1.0.0-rc.1	https://github.com/primefaces/primeflex?tab=MIT-1-ov-file
307.	Primeicons 2.0.0	https://github.com/primefaces/primeicons?tab=MIT-1-ov-file
308.	Primeng 8.1.1	https://github.com/primefaces/primeng?tab=License-1-ov-file
309.	Querystring-es3 0.2.1	https://github.com/mike-spainhower/querystring?tab=MIT-1-ov-file
310.	Quill 1.1.8	https://github.com/slab/quill?tab=BSD-3-Clause-1-ov-file
311.	Rxjs 6.6.7	https://github.com/reactivex/rxjs?tab=Apache-2.0-1-ov-file
312.	Rxjs-observe 2.1.5	https://github.com/cartant/rxjs-observe?tab=MIT-1-ov-file
313.	Stream 0.0.2	https://github.com/juliangruber/stream
314.	Timers 0.1.1	https://github.com/socketry/timers/blob/main/license.md
315.	Tslib 2.0.0	https://github.com/Microsoft/tslib?tab=0BSD-1-ov-file
316.	Zone.js 0.10.3	https://github.com/angular/angular?tab=MIT-1-ov-file
317.	Docker 20.10.13, build a224086	https://github.com/docker/cli?tab=License-1-ov-file
318.	Ubuntu 18.04	https://canonical.com/legal/open-source-licences?release=bionic
319.	Aqmd3 IVI-C and IVI.NET 3.11.956	https://www.ivifoundation.org/Shared-Components/IviEula.html
320.	Librdkafka 1.2.0	https://github.com/confluentinc/librdkafka?tab=License-1-ov-file https://github.com/confluentinc/librdkafka?tab=License-2-ov-file https://github.com/confluentinc/librdkafka?tab=License-3-ov-file https://github.com/confluentinc/librdkafka?tab=License-4-ov-file https://github.com/confluentinc/librdkafka?tab=License-5-ov-file https://github.com/confluentinc/librdkafka?tab=License-6-ov-file
321.	Jsoncpp Windows 1.9.2	https://github.com/open-source-parsers/jsoncpp/tree/master?tab=License-1-ov-file
322.	OpenSSL 3.1.2	https://github.com/openssl/openssl?tab=Apache-2.0-1-ov-file
323.	Flatbuffer 24.3.25	https://github.com/google/flatbuffers?tab=Apache-2.0-1-ov-file

324.	Golang 1.24.4	https://github.com/golang/go?tab=BSD-3-Clause-1-ov-file
325.	Google/uuid 1.6.0	https://github.com/google/uuid?tab=License-1-ov-file
326.	Gorilla/websocket 1.5.3	https://github.com/gorilla/websocket?tab=BSD-2-Clause-1-ov-file
327.	Looplab/fsm 1.0.3	https://github.com/looplab/fsm?tab=Apache-2.0-1-ov-file
328.	Segmentio/kafka-go 0.4.48	https://github.com/segmentio/kafka-go?tab=MIT-1-ov-file
329.	Klauspost/compress (indirect) 1.18.0	https://github.com/klauspost/compress?tab=License-1-ov-file
330.	Pierrec/lz4 (indirect) 4.1.22	https://github.com/pierrec/lz4?tab=BSD-3-Clause-1-ov-file
331.	Flatbuffer 24.3.25	https://github.com/google/flatbuffers?tab=Apache-2.0-1-ov-file
332.	Node.js 18.17.1	https://github.com/nodejs/node/blob/main/LICENSE
333.	Types/bson 4.0.5	https://github.com/mongodb/js-bson?tab=Apache-2.0-1-ov-file
334.	Types/express 4.17.13	https://github.com/DefinitelyTyped/DefinitelyTyped?tab=License-1-ov-file
335.	Types/jasmine 4.0.3	https://github.com/DefinitelyTyped/DefinitelyTyped?tab=License-1-ov-file
336.	Types/javascript-state-machine 2.4.3	https://github.com/jakesgordon/javascript-state-machine?tab=MIT-1-ov-file
337.	Types/kafkajs 1.8.2	https://github.com/tulios/kafkajs?tab=MIT-1-ov-file
338.	Types/node 18.17.14	https://github.com/DefinitelyTyped/DefinitelyTyped?tab=License-1-ov-file
339.	Types/ws 8.5.3	https://github.com/DefinitelyTyped/DefinitelyTyped?tab=License-1-ov-file
340.	Browserify 17.0.0	https://github.com/browserify/browserify?tab=MIT-1-ov-file
341.	Codelyzer 6.0.2	https://github.com/mgechev/codelyzer?tab=License-1-ov-file
342.	Jasmine 3.5.0	https://github.com/jasmine/jasmine-npm?tab=MIT-1-ov-file
343.	Nodemon 2.0.16	https://github.com/remy/nodemon?tab=MIT-1-ov-file
344.	Ts-node 10.7.0	https://github.com/TypeStrong/ts-node?tab=MIT-1-ov-file
345.	Tslint 5.20.1	https://github.com/palantir/tslint?tab=Apache-2.0-1-ov-file
346.	Typescript 4.8.4	https://github.com/microsoft/TypeScript?tab=Apache-2.0-1-ov-file
347.	C#/.NET 4.0, framework 4.7.2	https://github.com/microsoft/dotnet/blob/main/LICENSE
348.	LiveCharts 0.9.7	https://github.com/Live-Charts/Live-Charts/blob/master/LICENSE.TXT
349.	LiveCharts.Wpf 0.9.7	https://github.com/Live-Charts/Live-Charts/blob/master/LICENSE.TXT
350.	MSTest.TestAdapter 2.1.1	https://www.nuget.org/packages/MSTest.TestAdapter/2.1.1/License
351.	MSTest.TestFramework 2.1.1	https://www.nuget.org/packages/MSTest.TestFramework/2.1.1/License
352.	Newtonsoft.Json 12.0.3	https://github.com/JamesNK/Newtonsoft.Json?tab=MIT-1-ov-file
353.	NLog 4.7.9	https://github.com/NLog/NLog?tab=BSD-3-Clause-1-ov-file
354.	SharpZipLib 1.2.0	https://github.com/icsharpcode/SharpZipLib?tab=MIT-1-ov-file
355.	System.Net.Http 2.0.20126.16343	https://dotnet.microsoft.com/en-us/dotnet_library_license.htm
356.	System.Net.Http.Formatting.Extension 5.2.3	https://dotnet.microsoft.com/en-us/dotnet_library_license.htm
357.	Golang 1.21.5	https://github.com/golang/go?tab=BSD-3-Clause-1-ov-file
358.	Boltdb/bolt 1.3.1	https://github.com/boltdb/bolt?tab=MIT-1-ov-file

359.	Gorilla/handlers 1.4.2	https://github.com/gorilla/handlers?tab=BSD-3-Clause-1-ov-file
360.	Gorilla/mux 1.7.4	https://github.com/gorilla/mux?tab=BSD-3-Clause-1-ov-file
361.	Jinzhu/copier 0.0.0-20190924061706-b57f9002281a	https://github.com/jinzhu/copier?tab=MIT-1-ov-file
362.	X/sys 0.0.0-20200511232937-7e40ca221e25	https://cs.opensource.google/go/x/sys/+master/LICENSE
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364.	Golang 1.21.5	https://github.com/golang/go?tab=BSD-3-Clause-1-ov-file
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376.	Ubuntu 22.04	https://canonical.com/legal/open-source-licences?release=jammy
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378.	Confluent-kafka 1.1.0	https://github.com/confluentinc/confluent-kafka-dotnet/blob/master/LICENSE
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405.	MSTest.Test Framework 2.1.2	<a href="https://www.nuget.org/packages/MSTest.TestFramework/2.1.
2/License">https://www.nuget.org/packages/MSTest.TestFramework/2.1. 2/License
406.	Newtonsoft.Json 13.0.1	<a href="https://github.com/JamesNK/Newtonsoft.Json?tab=MIT-1-ov-
file">https://github.com/JamesNK/Newtonsoft.Json?tab=MIT-1-ov- file
407.	NLog 4.7.0	https://github.com/NLog/NLog?tab=BSD-3-Clause-1-ov-file
408.	Owin 1.0.0	<a href="https://github.com/owin-contrib/owin-
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409.	StyleCop.Analyzers 1.1.118	https://licenses.nuget.org/Apache-2.0
410.	Swashbuckle 5.6.0	https://opensource.org/license/BSD-3-Clause
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413.	WebActivatorEx 2.2.0	https://opensource.org/license/Apache-2.0
414.	WebSocketSharp- NonPreRelease 1.0.0	https://github.com/sta/websocket-sharp?tab=MIT-1-ov-file

415.	Django 5.0.6	https://github.com/django/django?tab=BSD-3-Clause-1-ov-file https://github.com/django/django?tab=License-2-ov-file
416.	Uvicorn 0.29	https://github.com/Kludex/uvicorn?tab=BSD-3-Clause-1-ov-file
417.	Channels 4.1.0	https://github.com/django/channels?tab=BSD-3-Clause-1-ov-file
418.	Drf-yasg 1.21.7	https://github.com/axnsan12/drf-yasg?tab=License-1-ov-file
419.	Djangorestframework 3.15.2	https://github.com/encode/django-rest-framework?tab=License-1-ov-file
420.	Python 3.11.9	https://github.com/Python/CPython?tab=License-1-ov-file
421.	Djangorestframework-dataclasses 1.3.1	https://github.com/oxan/djangorestframework-dataclasses?tab=BSD-3-Clause-1-ov-file
422.	Daphne 4.1.2	https://github.com/django/daphne?tab=BSD-3-Clause-1-ov-file
423.	Pywin32 306	https://spdx.org/licenses/PSF-2.0.html
424.	ASGIMiddleware StaticFile 0.6.1	https://github.com/rexzhang/asgi-middleware-static-file?tab=MIT-1-ov-file
425.	Pytz 2024.1	https://github.com/stub42/pytz?tab=MIT-1-ov-file
426.	Tzlocal 5.2	https://github.com/regebro/tzlocal?tab=MIT-1-ov-file
427.	Zipstream-ng 1.7.1	https://github.com/pR0Ps/zipstream-ng?tab=GPL-3.0-1-ov-file
428.	Websockets 12	https://github.com/python-websockets/websockets?tab=BSD-3-Clause-1-ov-file
429.	Psutil 5.9.5	https://github.com/giampaolo/psutil?tab=BSD-3-Clause-1-ov-file
430.	Twisted-iocpsupport 1.0.4	https://github.com/twisted/twisted-iocpsupport?tab=License-1-ov-file
431.	Event-scheduler 0.1.3	https://github.com/phluentmed/event-scheduler?tab=MIT-1-ov-file