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NOTWITHSTANDING THE FOREGOING, FEDERAL GOVERNMENT LICENSEES SHALL ONLY BE SUBJECT TO INDEMNIFICATION AS PER THE LANGUAGE OF FEDERAL ACQUISITION REGULATION (FAR) 52.232-39 "UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS" (DATED JUNE 2013) ALLOWS. FAR CLAUSE 52.232-39 IS AS FOLLOWS:

(A) EXCEPT AS STATED IN PARAGRAPH (B) OF THIS CLAUSE, WHEN ANY SUPPLY OR SERVICE ACQUIRED UNDER THIS CONTRACT IS SUBJECT TO ANY END USER LICENSE AGREEMENT (EULA), TERMS OF SERVICE (TOS), OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT, THAT INCLUDES ANY CLAUSE REQUIRING THE GOVERNMENT TO INDEMNIFY THE CONTRACTOR OR ANY PERSON OR ENTITY FOR DAMAGES, COSTS, FEES, OR ANY OTHER LOSS OR LIABILITY THAT WOULD CREATE AN ANTI-DEFICIENCY ACT VIOLATION.

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(2) NEITHER THE GOVERNMENT NOR ANY GOVERNMENT AUTHORIZED END USER SHALL BE DEEMED TO HAVE AGREED TO SUCH CLAUSE BY VIRTUE OF IT APPEARING IN THE EULA, TOS, OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT. IF THE EULA, TOS, OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT IS INVOKED THROUGH AN "I AGREE" CLICK BOX OR OTHER COMPARABLE MECHANISM (E.G., "CLICK-WRAP" OR "BROWSE-WRAP" AGREEMENTS), EXECUTION DOES NOT BIND THE GOVERNMENT OR ANY GOVERNMENT AUTHORIZED END USER TO SUCH CLAUSE.

(3) ANY SUCH CLAUSE IS DEEMED TO BE STRICKEN FROM THE EULA, TOS, OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT.

(B) PARAGRAPH (A) OF THIS CLAUSE DOES NOT APPLY TO INDEMNIFICATION BY THE GOVERNMENT THAT IS EXPRESSLY AUTHORIZED BY STATUTE AND SPECIFICALLY AUTHORIZED UNDER APPLICABLE AGENCY REGULATIONS AND PROCEDURES.

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19. SERVICE MAINTENANCE & UPGRADES. ISC shall make available to Customer at no additional cost for the first 12 months after the date of Customer's order, and for then the current annual maintenance fee thereafter, such new releases, upgrades, updates, patches, and bug fixes with respect to the Software as may, from time to time, be developed and made generally available by ISC to other licensees of such Software under similar circumstances. All such new releases, upgrades, updates, patches, and fixes shall be deemed to constitute part of the applicable Service and shall be subject to the terms of this Agreement.

20. TERMINATION BY ISC. This Agreement may be terminated by ISC under any of the following conditions:

(a) if Licensee does not pay ISC within sixty (60) days from receipt of ISC's invoice or otherwise materially breaches this Agreement; and

(b) any material breach or failure of performance by Licensee or any end user to whom the Licensed Software is distributed hereunder, if within thirty days after the giving of written notice of failure of performance, Licensee has not cured such failure; and

(c) breach by Licensee of any of the confidentiality obligations with respect to ISC's proprietary information.

21. DUTIES UPON TERMINATION. Upon termination of this Agreement for any reason, the parties agree to continue their cooperation for up to 45 days in order to effect an orderly termination of their relationship. Licensee shall return all copies of the Licensed Software and documentation that have been supplied by ISC. Licensee further agrees not to use, license or distribute additional copies of the Licensed Software

22. SURVIVAL OF OBLIGATIONS. Notwithstanding any termination or expiration of this Agreement, there shall remain in full force and effect all those provisions of this Agreement (including, but not limited to, the payment and confidentiality provisions hereof) which expressly or by their nature are intended to survive such termination or expiration.

23. **NON- SOLICITATION.** The Parties agree that neither party shall solicit or hire the other party's employees involved directly in the relationship established by this Agreement until one year has passed from the date the last goods or services were rendered by ISC to Licensee.

24. **CONFIDENTIAL INFORMATION.** ISC and Licensee acknowledge that, in the course of dealings between the parties, Licensee may acquire information about ISC, its business activities and operations, its technical information and trade secrets, of a highly confidential and proprietary nature. Licensee acknowledges that all technical information relating to the Licensed Software including but not limited to routines, subroutines, source code and flow charts constitute confidential information of ISC. Licensee shall hold such information in strict confidence and shall not use the information for its own purposes or reveal the information to any third party, except for any information which is: generally available to or known to the public; known to such party prior to the negotiations leading to this Agreement; independently developed by such party outside the scope of this Agreement; or lawfully disclosed by or to a third party or tribunal. ISC may from time to time include open-source software in its products. Upon request from Licensee, ISC will identify open-source software used, if any, in a particular ISC product.

25. **FORCE MAJEURE.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the reasonable control of such party.

26. **ENTIRE AGREEMENT.** This Agreement, including any Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, writings and all other communications between the parties, both oral and written. This Agreement may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

The terms of this Agreement shall prevail in the event that there shall be any variance with the terms and conditions of any invoice, or other such document submitted by ISC or any purchase order or any other such document submitted by Licensee.

27. **NOTICE.** Any notice required to be given by either party to the other shall be deemed given if in writing and actually delivered or deposited in the United States mail in registered or certified form, return receipt requested, postage prepaid, addressed to the party to whom notice is being given at the address of such party set forth above or to such other address to which the sending party has been directed to send notices by the addressee.

28. **ASSIGNMENT.** This Agreement is not assignable by either party hereto without the consent of the other, except that ISC may assign it to a successor in interest to its business. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors. There are no third-party beneficiaries to this Agreement.

29. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

30. GOVERNING LAW. If this Agreement is with a U.S. Government entity, it shall be governed by and construed under U.S. Federal common law giving no effect to its conflicts of laws provisions. If this Agreement is with any other person, firm or entity, it shall be governed by the laws of the State of Illinois, giving no effect to its conflicts of laws provisions. The U.N. Convention on the International Sale of Goods shall have no application to this Agreement.

31. HEADINGS. The headings herein are for convenience of reference and shall have no effect on the interpretation of the provisions hereof.

32. WAIVER. No waiver by any party of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof.

2022.05.15