

therein. If no expiration date is specified in an Order Document, the Subscription Term shall be a one (1) year period ("Minimum Subscription Term"). A "Subscription" is the binding, non-cancelable contract for the use of the Software for the Subscription Term as set forth in an Order Document. For Clarity, this term does not apply to evaluation licenses.

h. "Support" means the support and maintenance services, including any updates, patches, enhancements and bug fixes for the Software that may be provided to Customer by TigerGraph pursuant to the terms of this Agreement.

i. "Authorized User" means Your employees and consultants who are authorized to use Licensed Software on Your behalf subject to restrictions in this Agreement.

j. "Graph Size" means the total number of bytes in Your graph database to support and be used by, at any one time, an Authorized User.

## **2. ORDERS, DELIVERY, SUPPORT**

1. Delivery. For an Enterprise License, TigerGraph will promptly Deliver the Software for electronic download and any applicable license key after it accepts an Order and Customer issues a purchase order referencing such Order. Unless otherwise stated in an Order, Customer is solely responsible for installing Software on Customer's own computer equipment. In some instances, Customer's purchasing relationship exists solely between Customer and an authorized reseller of TigerGraph's Software and Services (a "Reseller"), in which case Section 7a – 7c (Fees and Payment) will be inapplicable to such Order(s), and the Reseller shall be responsible for submitting Orders and the appropriate payment method therewith to TigerGraph. An Order is not binding until TigerGraph accepts the Order. For an Enterprise Evaluation License or Developer Edition License, TigerGraph will promptly Deliver the Software and any applicable license key after Customer satisfies the registration and qualification procedures.

2. Support. TigerGraph will use commercially reasonable efforts to provide Support to Customer in accordance with TigerGraph's then-current terms and conditions set forth at TigerGraph Support Terms and Conditions at the support tier stated in the applicable Order. The Support terms and conditions are subject to change at TigerGraph's discretion; however, TigerGraph will not materially reduce the level of Support during a Subscription Term for which Fees have been paid.

## **3. LICENSE AND RESTRICTIONS.**

a. The Licensed Software is made available either under a Developer License, an Enterprise Evaluation License, or an Enterprise License, each with its own Special Conditions.

b. Enterprise Evaluation License. Subject to Your performance under this Agreement, TigerGraph grants to You a limited, nonexclusive, non-transferable license (without the right to sublicense) for 30 days, or for another duration agreed to in writing by TigerGraph and You, beginning from the date the Evaluation Edition of the Licensed Software is made available to You (the Term) to copy and use the Documentation and install and use the Licensed Software solely in object code form on compatible (in accordance with the hardware, operating system, and other instructions provided by TigerGraph) devices owned or controlled by You, solely for Your internal evaluation of the software. At no time may You use the Licensed Software in the operation of any business. You may not (and may not permit any third party to) use any

Licensed Software for any benchmarking purposes, or for application service provider, timesharing or service bureau purposes, or any purpose other than Your own internal evaluation as contemplated by this Agreement. TigerGraph may offer to extend the Term at its discretion. By using the Licensed Software beyond the original Term, you agree to the conditions of this Agreement for the new Term.

c. Developer Edition License. Subject to Your performance under this Agreement, TigerGraph grants to You a limited, nonexclusive, non-transferable license (without the right to sublicense) to copy and use the Documentation and install and use the Developer Edition of the Licensed Software solely in object code form on compatible (in accordance with the hardware, operating system, and other instructions provided by TigerGraph) devices owned or controlled by You, solely for Your internal evaluation of the software. The Term commences when You install or use the Licensed Software and ends when either party chooses to Terminate the Agreement, according to Section 4.b. At no time may You use the Licensed Software in the operation of any business. You may not (and may not permit any third party to) use any Licensed Software for any benchmarking purposes, or for application service provider, timesharing or service bureau purposes, or any purpose other than Your own internal evaluation as contemplated by this Agreement. Granting Developer Edition licenses is solely at TigerGraph's discretion, and providing one version of the Software on a Developer Edition basis does not indicate that TigerGraph will provide another version of the Software on a similar basis or make available any updates or upgrades, including those necessary for data security.

d. **Important Note for Enterprise Edition Customers.** Developer Edition licenses are ineligible for Support, and Developer Edition Software may not be used, directly or indirectly, in connection with any Software licenses that are eligible for Support. If Customer purchases an Enterprise Edition license, it will discontinue and/or refrain from any use of the Developer Edition Software and may request Enterprise Evaluation License(s) for evaluation purposes. Notwithstanding anything in this agreement to the contrary, TigerGraph will have no warranty, indemnity, support or service level obligation with respect to any Enterprise Evaluation or Developer Edition licenses.

e. Enterprise License. Subject to Your performance under this Agreement and the payment of License Fees, TigerGraph grants to You a limited, nonexclusive, non-transferable license (without the right to sublicense) to copy and use the Documentation and install and use the Enterprise Edition of the Licensed Software solely in object code form on compatible (in accordance with the hardware, operating system, and other instructions provided by TigerGraph) devices owned or controlled by You. The Term and other restriction and limitations shall be stated in the accompanying Order.

f. General Restrictions. You may not (and may not permit or encourage any third party to) reproduce, distribute, prepare derivative works of, publicly display, or publicly perform the Licensed Software in whole or in part, or use for or provide the Licensed Software to any third party or use the Licensed Software on behalf of any third party. Except, and solely to the extent that such a restriction is impermissible under applicable law or applicable third party license, You may not (and may not permit any third party to) (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Licensed Software or any other application, software, documentation or data related to the Licensed Software, or any portion thereof; or (b) interfere

with or circumvent any feature of the Licensed Software, including, without limitation, any license key designed to monitor Your compliance with this Agreement; (c) assign, sell, lease, license, sublicense, or otherwise transfer or attempt to transfer rights to the Licensed Software; (d) use any Licensed Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any applicable privacy, data protection and intellectual property laws) or (e) alter or remove any copyright, trademark, patent or other proprietary rights notices or labels that appear on or in the Licensed Software. You must uninstall and delete the Licensed Software following termination or expiration of this Agreement. You acknowledge that the Licensed Software may contain an automatic termination feature that renders such Licensed Software non-functional at the end of the Term.

g. **Ownership.** TigerGraph alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Licensed Software, and all enhancements, derivatives and modifications thereof, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any third party relating to the Licensed Software, including all applicable Intellectual Property Rights therein, are all assigned to TigerGraph. You shall retain ownership of all Your Confidential Information and data that You use with the Licensed Software, and no rights to Your Confidential Information or data are transferred or assigned to TigerGraph, except to use the data solely in performance of services under this agreement (Your Data). The Licensed Software is licensed only, and nothing in this Agreement shall be interpreted or construed as a transfer or sale of TigerGraph's ownership rights in the Licensed Software. Neither party shall challenge the other's Intellectual Property Rights. You shall not challenge or cause any third party to challenge the validity or enforceability of TigerGraph's Intellectual Property Rights.

#### **4. CONFIDENTIALITY.**

a. **"Confidential Information"** of a party means any confidential or proprietary knowledge, information, materials, or trade secrets in which such party has rights, disclosed to the other party ("**Receiving Party**"), and which either party would reasonably expect or consider confidential or proprietary information, including but not limited to, information regarding business methods, products, services, finances, customers and potential customers, suppliers, pricing and rates, costs, expenses, marketing, technologies, properties, specifications, personnel, or organization, in various media, including but not limited to, oral, written, and electronic data form. TigerGraph's Confidential Information includes all Licensed Software, Documentation, and any other technical information related thereto.

b. **Confidentiality.** During the Term and continuing until such time Confidential Information becomes subject to an exception in Section 3.e, each Receiving Party: (i) shall treat as strictly confidential all Confidential Information disclosed by the other party (the "**Disclosing Party**"); (ii) shall not disclose, disseminate, distribute, or transfer such Confidential Information to any third party other than Receiving Party's personnel with a need to know such information for this Agreement and who are bound by written obligations of confidentiality no less restrictive than the terms of this Agreement without written consent of Disclosing Party; (iii) shall not use such Confidential Information except solely for its performance under this Agreement; and (iv) shall protect the Confidential Information by using at least the same care as the Receiving Party

uses to protect its own confidential information of like nature to prevent any unauthorized access, use, dissemination, or publication of such Confidential Information, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party in writing if it learns of any unauthorized access, use, dissemination, or publication of such Confidential Information.

c. Compelled Disclosure. Upon prior written notice (to the extent legally permissible) to the Disclosing Party, the Receiving Party may disclose Disclosing Party's Confidential Information to the extent: (i) required by law or regulation to be disclosed; or (ii) required by order of a court or other governmental body. The Receiving Party agrees to assist the Disclosing Party (at the Disclosing Party's expense) in all proper ways to limit or prevent the disclosure of such Confidential Information, and to obtain confidential treatment for any information so disclosed.

d. Return of Materials. The Receiving Party will return or destroy (at the Disclosing Party's election) all Confidential Information (including all copies) received from the Disclosing Party within its possession, custody, or control promptly upon termination or expiration of this Agreement or upon the earlier written request of the Disclosing Party. At the request of the Disclosing Party, after such return or destruction, the Receiving Party shall certify in writing that such return or destruction has been accomplished.

e. Exceptions. Confidential Information does not include information which as evidenced in writing by the Receiving Party: (i) is known to the Receiving Party or later received from a third party, in each case with no confidentiality restriction; or (ii) is publicly known or becomes publicly known and made generally available through no wrongful act of the Receiving Party

f. Privacy Policy. You are solely responsible for publishing and maintaining a privacy policy that adequately provides all notices and obtaining all consents regarding the collection, use, and disclosure of data using the Licensed Software and as otherwise provided and will indemnify and hold harmless TigerGraph from any harm arising because of or for any violation of the foregoing. You will not provide TigerGraph any personally identifiable information under this Agreement. You are responsible for Your data and have the obligation to backup all Your data to avoid loss before, during and after using the Licensed Software. TigerGraph is not responsible for Your data loss.

## **5. TERM AND TERMINATION.**

a. Term. This Agreement commences on the date the License Software is made available to You and continues for the Term, unless terminated earlier under Section 5.b below.

b. Termination. This Agreement may be terminated by TigerGraph at any time at its discretion upon notice to You or by either party if a party breaches any of its material obligations under this Agreement and the breach, if capable of being cured, is not cured within thirty (30) days from receipt of written notice of such breach.

c. Effect of Termination. Upon the expiration or termination of this Agreement all licenses shall immediately terminate and You shall cease all use of the Licensed Software. Sections 1, 3d, 3e, 3f, 4, 5.c, 6, 7a, 7b, 7c, 7d, 9, 11, 12 shall survive the expiration or termination of this Agreement.

## **6. THIRD PARTY SOFTWARE. THE LICENSED SOFTWARE MAY BE DISTRIBUTED WITH CERTAIN THIRD-PARTY SOFTWARE COMPONENTS, INCLUDING OPEN SOURCE SOFTWARE**

LICENSED UNDER OPEN SOURCE LICENSES (THE “THIRD-PARTY SOFTWARE”). INFORMATION REGARDING SUCH THIRD-PARTY SOFTWARE AND THEIR TERMS IS AVAILABLE AGGREGATED INTO A FILE NAMED THIRD\_PARTY\_LICENSES IN THE TECHNICAL DOCUMENTATION PROVIDED ELECTRONICALLY FOR THE LICENSED SOFTWARE. NOTHING HEREIN IS INTENDED, NOR SHALL BE DEEMED OR INTERPRETED, TO LIMIT OR RESTRICT ANY RIGHTS YOU MAY HAVE UNDER SUCH SEPARATE TERMS. SUCH THIRD-PARTY SOFTWARE IS LICENSED TO YOU UNDER THE APPLICABLE THIRD PARTY LICENSE. UPON REQUEST AND AT NO CHARGE, TIGERGRAPH WILL PROVIDE YOU WITH A COPY OF THE SOURCE CODE TO THIRD PARTY SOFTWARE WHICH IS OPEN SOURCE SOFTWARE. YOU MAY NOT MODIFY OR MAKE DERIVATIVE WORKS OF THIRD PARTY SOFTWARE FOR USE WITH THE LICENSED SOFTWARE.

## **7. FEES AND PAYMENT**

a. Fees. Customer will pay TigerGraph the fees for the Licenses and Services as set forth in the applicable Order (“Fees”). Customer acknowledges and agrees that if Customer’s use of the Software exceeds the Licensed Capacity set forth on the applicable Orders or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be invoiced for such usage and Customer agrees to pay the additional fees in accordance with this Section 5.

b. Payment Terms. Except as otherwise specifically set forth on an Order Document, all fees are due and payable within thirty (30) days after the date of invoice. Renewal Fees for any renewal Subscription Term (if purchased by Customer) will be due and payable within thirty (30) days of expiration of the then- current term. If Fees are not paid when due, Customer must discontinue use of the Software and TigerGraph may suspend its performance, including its delivery of technical support of the Software or other Services. All Orders (including multi-year Subscriptions with annual payment schedules) are non- cancellable and all amounts paid are non-refundable, unless otherwise expressly set forth herein. Any invoiced amount not received by the due date will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower.

c. Taxes. Fees are exclusive of taxes. Customer will pay any sales, use, value added, surtax and personal property taxes, duties, fees and other governmental assessments or charges arising out of this Agreement and the transactions contemplated herein, excluding taxes based on TigerGraph’s net income. Customer will make all payments free and clear of, and without reduction for, any withholding taxes.

d. Reconciliation. At TigerGraph’s request from time to time, not exceeding once per quarter, Customer will provide TigerGraph with a report detailing its use of the Software, including its non-production and/or production use and using the self-monitoring capabilities of the Software or other means, and TigerGraph may inspect Customer’s records related to such report not more frequently than annually to ensure payment of Fees. Any on site review will be conducted during regular business hours at Customer’s offices and will not unreasonably interfere with Customer’s business. The parties will use reasonable good faith efforts to promptly resolve any discrepancies between licensed usage and actual usage.

e. Professional Services. TigerGraph shall provide the number of person-days of professional consulting or training services (“Professional Services”) purchased in the applicable Order Document or online ordering process. The parties acknowledge that the scope of the

Professional Services provided hereunder consists solely of either or both of: (a) assistance with Software installation, deployment, and usage; and (b) training in use of the Software. Each SOW must be signed by both parties before TigerGraph shall commence work under such SOW. If the parties do not execute a separate SOW, the Professional Services shall be provided as stated on the Order Document and/or described in the applicable Services Data Sheet. No Intellectual Property Rights are transferred, licensed, or granted to Customer under Professional Services unless otherwise specifically stated in an Order or SOW.

## **8. LIMITED WARRANTY**

a. YOU ACKNOWLEDGE THAT NO WARRANTY IS PROVIDED FOR THE ENTERPRISE EVALUATION LICENSE AND THE DEVELOPER EDITION LICENSE, AND TIGERGRAPH AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AVAILABILITY, OR RESULTS. TIGERGRAPH DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE OR THAT THE LICENSED SOFTWARE WILL WORK WITHOUT INTERRUPTIONS.

b. For Enterprise License, TigerGraph warrants to Customer that for a period of sixty (60) days after TigerGraph makes the Licensed Software available to Customer ("Warranty Period"), the Licensed Software and provided Third Party Software will conform in all material respects to the applicable Documentation. Any claims under this warranty must be in writing specifying the claim and must be received by TigerGraph within the Warranty Period. If the Licensed Software fails to conform to this warranty, then TigerGraph shall have thirty (30) days following receipt of Customer's warranty claim to make commercially reasonable efforts to repair or replace the Licensed Software at no charge to Customer. If TigerGraph is unable to repair or replace the Licensed Software During the Warranty period, Customer may terminate this Agreement and receive a pro-rated refund of license fees paid for the defective Licensed Software. This Section states TigerGraph's sole obligation and Customer's sole remedy for any breach of this warranty.

## **9. YOUR RESPONSIBILITIES**

a. You are solely responsible for the development, content, operation, maintenance, and use of Your Data. For example, You are solely responsible for:

- i. the technical operation of Your Data, including ensuring that calls You make to any Service are compatible with then-current APIs for that Service;
- ii. compliance of Your Data with third party Acceptable Use Policies and the law;
- iii. any claims relating to Your Data; and
- iv. properly handling and processing notices sent to You (or any of Your affiliates) by any person claiming that Your Data violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

b. You are responsible for properly configuring and using the Licensed Software and taking Your own steps to maintain appropriate security, protection and backup of Your Data. Such steps may include the use of encryption technology to protect Your Data from unauthorized access and routine archiving of Your Data.

- c. By default, the Licensed Software is provided without host machines or networks, meaning that You must select those hosts and networks onto which to install the Software, and You are solely responsible for appropriately managing, restricting and monitoring such access and access controls.
- d. Log-in credentials and private keys generated by the Licensed Software are for Your internal use only and You may not sell, transfer, or sublicense them to any other entity or person, except that You may disclose Your private key to Your agents and subcontractors to perform work permitted by this Agreement on Your behalf.
- e. You acknowledge that you should implement appropriate protections for Your Data.

## **10. INDEMNIFICATION.**

a. Indemnification by TigerGraph. TigerGraph shall, at its expense, defend, or at its option settle, any unaffiliated third party claim brought against You to the extent the claim alleges that the Licensed Software (excluding any Third Party Software) as delivered to You and used as authorized in this Agreement and as provided in any instructions or documentation, infringes any U.S. Patent or copyright of any third party, and will pay any amounts finally awarded thereon or agreed to by TigerGraph in settlement thereof; provided that You provide TigerGraph with: (i) prompt written notice of such claim; (ii) sole control over the defense and settlement of such claim; and (iii) all information and assistance reasonably requested by TigerGraph for the defense and settlement of such claim.

In the event an injunction is issued in such claim, TigerGraph may terminate this Agreement.

b. Limitations. TigerGraph will have no obligation to indemnify for any claim of infringement to the extent such claim arises out of or is based upon: (i) use of the Licensed Software combined with software, products, or services not provided by TigerGraph; (ii) any alteration or modification of the Licensed Software, in whole or in part, not made by TigerGraph; (iii) Your failure to use the Licensed Software under this Agreement or instructions provided by TigerGraph, or otherwise using the Licensed Software for purposes for which it was not designed or intended; (iv) use of Licensed Software provided by TigerGraph to comply with the designs, specifications, or requirements requested by You; (v) any Third Party Software, or (vi) use of any specified release of the Licensed Software after TigerGraph notifies You that continued use of such release may subject You to a claim of infringement, if TigerGraph provides You with a replacement release.

c. Disclaimer. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF TIGERGRAPH, AND THE EXCLUSIVE REMEDY TO YOU, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY THE LICENSED SOFTWARE OR ANY PART THEREOF.

## **11. LIMITATION OF LIABILITY.**

EXCEPT WITH RESPECT TO LIABILITY FOR BREACH OF CONFIDENTIALITY OBLIGATIONS, INDEMNITY OBLIGATIONS, MISUSE OR BREACH OF INTELLECTUAL PROPERTY RIGHTS, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL A PARTY OR ANY OF ITS LICENSORS OR SUPPLIERS BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF BUSINESS, LOSS OF USE, LOST PROFIT, LOSS OF DATA, OR DAMAGE TO NETWORKS OR

EQUIPMENT. TIGERGRAPHS TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY LICENSED SOFTWARE OR SERVICE SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE RESPECTIVE LICENSED SOFTWARE OR SERVICE TO WHICH THE CLAIM RELATES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM. THE FOREGOING LIMITATIONS APPLY WHETHER A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. CUSTOMER ACKNOWLEDGES THAT TIGERGRAPH'S ABILITY TO OFFER THE LICENSED SOFTWARE TO CUSTOMER AT THE RATES PROVIDED IS AND THAT THE LIMITATIONS IN THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK FOR THE PARTIES.

## **12. MISCELLANEOUS.**

- a. Any notice required or permitted to You shall be given in writing to the email address provided by You. Any notice required or permitted to Tigergraph shall be given in writing to: TigerGraph, 3 Twin Dolphin Drive, Suite 160, Redwood City California, 94065, Attention: Legal or to such other address as TigerGraph may substitute by written notice.
- b. The Agreement will be governed by and construed under the laws of the State of California, without giving effect to any principles of conflicts of law, and any dispute arising shall be subject to the exclusive jurisdiction and venue of the courts in Santa Clara County, California. The parties agree that the Uniform Computer Information Transaction Act (or any statutory implementation of it) and the United Nations Convention on the International Sale of Goods will not apply regarding this Agreement or the parties' relationship.
- c. This Agreement, and any rights and licenses granted, may not be transferred or assigned by You without the prior written consent of TigerGraph and any attempted assignment in violation of the foregoing will be void. For the foregoing, "assignment" will not include any transaction or series of related transactions in which any previously unaffiliated third party obtains control, directly or indirectly, over You, including by sale of stock, merger, law, or otherwise. TigerGraph may assign this Agreement without restriction. Subject to the foregoing, this Agreement will be binding upon the parties' respective successors and permitted assigns.
- d. This Agreement, constitutes the entire agreement of the parties regarding the subject, and supersedes all previous communications and agreements between the parties regarding the subject. No amendment or modification will be valid or binding upon either party unless made in writing and signed by the authorized representatives of both parties. This Agreement supersedes all terms in any purchase order or other document submitted by You that are additional to or inconsistent with this Agreement, and all such terms are rejected. If a portion of this Agreement is held unenforceable, the unenforceable portion will be construed under applicable law nearly as possible to reflect the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.
- e. Failure to strictly enforce any provision of this Agreement will not be construed as a waiver of any provision or right, and waiver by either party of a breach of any provision or the failure by either party to exercise any right shall not operate or be construed as a waiver of any later breach of that right or as a waiver of any other right.
- f. The parties agree that during negotiations, drafts will properly show redlined changes.



- g. You agree to comply with all U.S. and foreign export control laws and regulations applicable to the Licensed Software licensed.
- h. The parties may use logos and names of the other party for marketing purposes only. This Agreement will not create or be deemed to create any agency, partnership, or joint venture between the parties.
- i. User Outside the U.S. If you are using the Licensed Software or Documentation outside the U.S.A., then the following shall apply: (a) You confirm that this Agreement and all related documentation is and will be in the English language; (b) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Licensed Software and Documentation, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable.
- j. Export Controls. The Licensed Software and Documentation and the underlying information and technology may not be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Licensed Software and/or Documentation, you are agreeing to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and you agree to comply with all export laws and other applicable laws.
- k. U.S. Government End Users. The Licensed Software and Documentation each were developed by private financing and constitute "Commercial Items," as that term is defined at 48 C.F.R. 2.101. The Licensed Software consists of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the Licensed Software and the Documentation that are specifically provided by this Agreement. Consistent with 48 C.F.R. 12.211, all U.S. Government End Users acquire only technical data and the rights in that data customarily as specifically provided in this Agreement.