

End-User License Agreement

OLIS Software



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- (f) remove, alter or obscure any copyright notice or other proprietary rights notice;
- (g) circumvent or attempt to circumvent any methods employed by Olis to control access to the components, features or functions of the Product; or
- (i) use the Product for any purpose other than as intended by Olis.

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Section 7. Audit. Olis will have the right to audit your compliance with the terms of this EULA. You agree to grant Olis access to facilities, equipment, books, records and documents and to otherwise reasonably cooperate with Olis in order to facilitate any such audit.

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Section 12. Export Control Compliance. You will comply with all applicable export control and sanctions laws and regulations of the United States and any other applicable governmental authority, including without limitation, the U.S. Export Administration Regulations and U.S. sanctions regulations ("Export Control and Sanctions Laws"). You will not, directly or indirectly, export, re-export, transship, transfer, divert or otherwise dispose of any Software or related technology: (i) to any individual, entity, or country prohibited by Export Control and Sanctions Laws, including, without limitation, the prohibition against exports: (A) into, or to a national or resident of, any country subject to a U.S. embargo or similar export restrictions (i.e., Cuba, Iran, Syria, North Korea and Crimea), or (B) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce's Denied Persons List or Entity List, or other export control lists; or (ii) for any purpose prohibited by Export Control and Sanctions Laws, including, without limitation, nuclear, chemical or biological weapons proliferation or development of missile technology.

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Section 15. Assignment. You may not transfer or assign your rights under this EULA to any third party. Any such transfer or assignment in violation of the foregoing restriction will be void.

Section 16. Governing Law; Jurisdiction. Unless expressly prohibited by local law, this EULA is governed by the laws of the State of Delaware, U.S.A. without regard to any conflict of law principles to the contrary. The 1980 U.N. Convention on Contracts for the International Sale of Goods or any successor thereto does not apply. You hereby irrevocably submit to jurisdiction of the state and federal courts located in Delaware with respect to any proceeding under this EULA or relating to the Product. You will not prosecute any action, suit, proceeding or claim arising under or by reason of this EULA except in such courts.

Section 17. Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the substantially prevailing party will be entitled to recover costs and reasonable attorneys' fees.

Section 18. Data. The Product may contain functionality that will transmit data to Olis for Product support and Software update purposes. Olis agrees to use such data in compliance with applicable laws and regulations.

Section 19. Severability. If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this EULA will remain in full force and effect.

Section 20. Entire Agreement. This EULA sets forth the entire agreement of Olis and you with respect to the Product and the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements whether written or oral. No amendment, modification or waiver of any of the provisions of this EULA will be valid unless set forth in a written instrument signed by the party to be bound thereby.

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