License Agreement

May 1, 2014

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Termination is not the sole remedy under this Agreement and, whether or not termination is effected, all other
remedies, legal and equitable, will remain available.

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Licensor is under no obligation under this Agreement to provide any fixes, revisions, upgrades or future
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11. GENERAL
   a. 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.
   b. Binding Nature. Subject to all other provisions herein contained, this Agreement shall be binding on the
      parties and their successors and permitted assigns.
   c. Assignment. Licensee may 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.
      Licensee may delegate specific duties and obligations hereunder to an Affiliate, however, in the event
      that Licensee wishes to assign or transfer this entire Agreement to an Affiliate, Licensee may do so
      only via a novation whereby all parties agree to such novation in writing and the Affiliate in effect
      becomes the Licensee hereunder.
   d. 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.
   e. 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.
   f. 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 transactions
      contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the State
      of California (excluding any conflict of laws provisions of the State of California 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 courts of California. Each of the parties consents to the exclusive personal
      jurisdiction and venue of the state courts located in California.
   g. 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.
   h. 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.
The parties expressly disclaim the right to claim the enforceability or effectiveness of 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.

i. **Survival.** The following sections shall survive any termination of this Agreement: 2.c, 2.d, 2.e, 2.f, 4, 5, 6, 7, 8 and 11.a.