

These Evaluation Terms and Conditions (the “**Terms**”) are incorporated by reference into, and are made a part of, the Evaluation Agreement between (a) on the one hand, PeopleNet Communications Corporation, with offices at 4400 Baker Road, Minnetonka, MN 55343 (“**PeopleNet**”, “**our**”, “**we**”, and “**us**”) and the other company or entity which executes the Evaluation Agreement (“**Company**”, “**you**” and “**your**”) (each, a “**Party**,” and together, the “**Parties**”), where that Evaluation Agreement references these Terms and incorporates them by reference. These Terms set forth the terms and conditions on which you may evaluate certain of our products and offerings to determine their suitability for your business pursuant to an Evaluation Agreement (the “**Purpose**”). The Evaluation Agreement, together with these Terms as incorporated by reference, are referred to in these Terms as the “**Agreement**”.

PLEASE READ THESE TERMS CAREFULLY, AS THEY FORM PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. YOU HEREBY AGREE AND ACKNOWLEDGE THAT THESE TERMS FORM A PART OF, AND ARE INCORPORATED BY REFERENCE INTO, THE EVALUATION AGREEMENT, AND SHALL BE BINDING ON YOU AS IF YOU HAD PHYSICALLY SIGNED THESE TERMS. PLEASE PRINT A COPY OF THESE TERMS FOR YOUR RECORDS.

BY SIGNING THE EVALUATION AGREEMENT INTO WHICH THESE TERMS ARE INCORPORATED BY REFERENCE, THE PERSON SIGNING THAT EVALUATION AGREEMENT ON YOUR BEHALF REPRESENTS AND WARRANTS THAT HE/SHE HAS READ THESE TERMS CAREFULLY AND HAS THE REQUISITE CORPORATE AUTHORITY TO BIND YOU TO THESE TERMS AND THE EVALUATION AGREEMENT.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Terms defined in the Agreement and used in these Terms will have the meanings afforded to them in the Agreement.
 - 1.1. “**Evaluated Offering(s)**” means the solutions offered by us specified above which you are evaluating pursuant to the Agreement.
 - 1.2. “**Evaluation Products**” means hardware products, parts and accessories provided to you for the Purpose pursuant to the Agreement. “Evaluation Products” do not include any hardware separately purchased or leased by you and already installed in your vehicles.
 - 1.3. “**Evaluation Subscription**” means a limited, revocable right during the Evaluation Period to use the Hosted Software and Management Portal in connection with Evaluation Products solely for the Purpose.
 - 1.4. “**Management Portal**” means our PeopleNet Fleet Manager portal, Trimble Fleet Manager portal, or similar service made available by us through which you may manage Evaluation Products and access reporting in connection with the Purpose.
 - 1.5. “**Our Materials and Technology**” means our Software (compiled or otherwise), Evaluation Products and related documentation, Management Portals, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by us, our affiliates, or our subcontractors to produce, operate and provide the Evaluated Offering(s) and Evaluation Products together with all intellectual property rights therein, and all modifications, improvements or changes thereto.
 - 1.6. “**Software**” means the object code version of any software, library, utility, tool, or other computer or program code as well as the related documentation, whether locally installed on your systems (“**On-Premise Software**”) or provided as a service through the Internet or other remote means such as websites, portals, and “cloud-based” solutions (collectively, “**Hosted Software**”). Software also includes (a) firmware or other software pre-installed on Evaluation Products and (b) software and firmware of us or our licensors which may be later loaded to Evaluation Products (collectively, “**Device Software**”).
 - 1.7. “**Transportation Data**” means the freight, driver, location, audiovisual, load movement, and other telematics and transportation management system data collected by or provided to us, or input by you or on your behalf, through your use of our Evaluated Offering(s) and Evaluation Products, which may include but is not limited to data specific to your shipper customers (and, with respect to Evaluation Products, data generated by, collected by and/or transmitted through Products installed in your vehicles).
 - 1.8. “**User**” means a person given the right to access and use the Evaluated Offering(s) and/or Evaluation Products for the Purpose. You will immediately notify us if you learn or suspect that any login credentials any of for your Users may have been disclosed or compromised.

2. Grant of Rights for Evaluation Purposes. During the Evaluation Period, we will grant to you a limited, non-exclusive, non-assignable and non-transferable, non-sublicensable right for you and your Users to use the number and type of Evaluation Product(s) specified in the Agreement, and corresponding Evaluation Subscription(s) as specified in the Agreement and as provided by us, solely for the Purpose. We will provide your access credentials to the Management Portal for the Evaluated Offering(s) for a reasonable number of Users. Software is provided as a service, and Software and Evaluation Products are not sold to you. You may not utilize optional or add-on subscriptions of functionality for evaluation purposes, unless specified in the Agreement.

2.1. Evaluated Offerings and Evaluation Products. You will be responsible for the costs of shipping the Evaluation Products to you and we will invoice you for such shipping costs. You will bear the risk of loss during transit to and from our shipping dock. You are responsible for Evaluation Products while in your possession or control. If Evaluation Products are lost or damaged (reasonable wear and tear excepted), you will promptly notify us of such occurrence, and you will be deemed to have purchased the Evaluation Products on an “as-is” basis, without warranty of any kind, at the retail price for such Evaluation Products specified in the Agreement, and you shall be invoiced accordingly. You must promptly and properly install Evaluation Products in the designated portion of your fleet, unless installation services provided by us or our authorized personnel is listed in the Agreement in which case we will enter into an installation SOW in accordance with Section 2.3 below to govern such installation professional services. You and your designated third parties must use the Evaluation Products and related Services in a proper manner per our training and customer service instructions. We will provide reasonable support for your use of Evaluation Products during our regular support hours. You agree except to the extent otherwise set forth in a Full Agreement, the Evaluated Offering(s) and Evaluation Products are provided without warranty, and use of the Evaluated Offering(s) and Evaluation Products solely is at your own risk. You will indemnify, defend and hold harmless us, our employees, directors, and officers from and against and in respect of any and all claims, demands, losses, and liabilities arising from, resulting from, or relating to your use of the Evaluated Offering(s) and/or the Evaluation Products.

For Evaluation Products with cellular connectivity, for the Term of the Agreement we grant you a revocable, non-exclusive sublicense to use the cellular number assigned to the Evaluation Product. You will not remove the SIM card installed in an Evaluation Product, or program a number into an Evaluation Product other than (and shall not alter) the number assigned to that Evaluation Product by us. Cellular communications are susceptible to interception by third parties and we do not guarantee and have no obligation to secure the privacy of your communications. We have the right to intercept and disclose your communications solely to protect our rights or property or as required by law or legal process.

2.2. Restrictions. You agree and covenant that you and your Users and Drivers will not (i) transfer, publish, disclose, display or otherwise make available any of Our Materials and Technology to any third party, except as necessary for you to use the Evaluated Offering(s) and Evaluation Products for the Purpose; (ii) copy, modify, tamper with, alter, create derivative works of, sublicense, sell, lease, loan, rent, convey, pledge as security or otherwise encumber, or act as a service bureau with respect to any of Our Materials and Technology; (iii) reverse engineer, decompile, translate, adapt or disassemble any of Our Materials and Technology in an attempt to reconstruct or discover the design, source code or algorithms thereof for any other purpose, except and only to the extent expressly permitted by law; (iv) install any non-PeopleNet software on Evaluation Products (upon our request you will reimburse us for bandwidth charges incurred by us through the use of non-PeopleNet software on Evaluation Products in violation of this clause); (v) remove, delete or alter any trademarks or any copyright, trademark, patent or other Intellectual Property Rights notices from any of Our Materials and Technology; (vi) use any of Our Materials and Technology in violation of applicable laws, rules, regulations, codes or ordinances; (vii) provide or make available Our Materials and Technology to any of our competitors, e.g., for comparison purposes; (viii) attempt to gain unauthorized access to the Evaluated Offering(s) or related systems or networks; or (ix) cause or authorize any third party to do any of the foregoing.

2.3. Professional Services. If professional services are required in connection with your evaluation of an Evaluation Offering, such Professional Services shall be provided pursuant to a Professional Services Addendum and corresponding SOW.

2.4. Evaluation Review. The Parties may agree on evaluation criteria in connection with the Purpose. During the Evaluation Period you agree to meet with us weekly, as requested by either Party or both Parties, to review the status of your evaluation and feedback from your personnel regarding the results of your evaluation to date.

2.5. eDriver Logs. If your trial includes use of our eDriver Logs software on Evaluation Devices, the terms of this Section 2.5 will apply. You must have a message display, keyboard, and vehicle management adapter provided or otherwise approved by us to use eDriver Logs. In the event of device malfunction, drivers must maintain a hard copy or traditional paper log. You will hold us harmless from and against any liability resulting from the failure of drivers as set forth in this paragraph, or for erroneous, accidental or intentional, input of data or misuse of eDriver Logs or our Evaluation Products or Software.

2.6. Driver Intelligence Solution. PeopleNet's Video Intelligence offering includes an available driver intelligence solution, which uses driver-facing camera hardware and PeopleNet software to capture and analyze facial imagery. If you choose to use this solution on for evaluation purposes pursuant to this Agreement, this Section 2.6 will apply. Facial imagery data may be used to identify drivers and driver events and for other driver training, safety, and compliance purposes. The facial imagery data that PeopleNet's driver intelligence collects, captures, possesses, uses, and/or processes ("**Processes**") may be considered biometric data in some jurisdictions. If you elect to use PeopleNet's driver intelligence solution, you acknowledge that PeopleNet Processes such data on your behalf, and you grant us permission to use such data to improve the data intelligence solution. You understand and acknowledge that state and local laws, rules and regulations, including without limitation the Illinois Biometric Identifier Privacy Act, impose obligations on companies Processing biometric information (collectively, "**Biometric Laws**"), and that you are solely responsible for ensuring compliance with all Biometric Laws with respect to your use of PeopleNet technologies, including but not limited to notice and consent obligations with respect to PeopleNet's Processing of facial imagery data on your behalf. You warrant, covenant, and certify to PeopleNet that you will fully comply with Biometric Laws in your use of PeopleNet's driver intelligence solution, including that you will provide all legally required notice to and obtain all legally required written consent under Biometric Laws from each person that will use a driver intelligence-enabled vehicle prior to that person's initial use of such vehicle, and upon request will confirm and demonstrate your compliance with this obligation.

You will indemnify and hold us, our affiliates, and their respective officers, directors and employees harmless from and against any and all defense costs (including reasonable attorneys' fees and other litigation expenses), fines and penalties imposed, negotiated settlement amounts, and court-awarded damages in connection with claims, demands, actions, proceedings and suits brought or commenced by a third party to the extent resulting or arising from your failure to comply in all respects with the foregoing warranty, covenant and certification and with Biometric Laws applicable to you, your business, and/or your use of our driver intelligence hardware and software solution. You will add PeopleNet as an additional insured on your insurance policies that offer coverage for violations of Biometric Laws and provide us with proof of such coverage (if any) upon request.

3. Fees and Charges (if applicable). During the Evaluation Period, you agree to pay us the evaluation fee set forth in the Agreement per Evaluation Product (the "**Evaluation Period Fee**"); if marked "WAIVED", no Evaluation Period Fee will apply. The Evaluation Period Fee will be payable in full month increments, except that the Evaluation Period Fee will be prorated for the calendar month in which the Evaluation Period begins.

With respect to any fees or charges payable to us under the Agreement, invoices are payable net 30 from date of invoice, in United States Dollars. Delinquent payments not contested by you in good faith will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. You agree to be liable to us for all costs of collection of past due amounts (including attorneys' fees).

4. Term and Termination. This Agreement will commence on the Effective Date and will continue for the duration of the Evaluation Period (the "**Term**"). The "**Evaluation Period**" will begin on the earlier of the date the first Evaluation Product (as defined below) is installed or sixty (60) calendar days from the date of Evaluation Product shipment (the "**Evaluation Commencement Date**"). The Term may only be extended in 30- or 60-day increments by the subsequent mutual agreement of the Parties in writing or by confirmed email. You may terminate the Agreement for convenience by providing us written notice of such termination. We may terminate the Agreement for cause upon notice to you if you breach any of the material terms of the Agreement and fail to cure such breach within five (5) calendar days of your receipt of our written notice of such breach. Any term or provision that applies to events occurring following termination or expiration will survive the termination or expiration of the Agreement. You will be responsible for downloading any Transportation Data from the Management Portal prior to termination or expiration of the Agreement, and acknowledge that we have the right to delete your Transportation Data following the end of the Evaluation Period if the Parties have not executed a Full Agreement.

4.1. Termination Upon Execution of Full Agreement. In the event that on or before the end of the Term the Parties enter into an agreement on our standard terms and conditions for the purchase of products, subscriptions and/or services for the Evaluated Offerings for use following the end of the Evaluation Period (a “**Full Agreement**”), then (a) the evaluation Agreement will be superseded by the Full Agreement; and (b) any Evaluation Products provided to you under the Agreement will be considered to be Products purchased by you under the terms of the Full Agreement or Subscribed Hardware to the extent set forth in the order form entered into pursuant to, and the associated terms of, the Full Agreement (as appropriate based on the terms of the Full Agreement), and you shall pay for such Evaluation Products in accordance with the terms of the Full Agreement. You agree and acknowledge that if you elect to continue to utilize our products, services, software and/or solutions following evaluation, you will be required to negotiate and enter into a Full Agreement, and we cannot provide post-evaluation products, software or services under the evaluation Agreement. Nothing in these Terms or the Agreement will obligate you to purchase products, software licenses, subscriptions or services from us. Neither party will assume any obligations or liabilities for the failure to enter into a Full Agreement.

4.2. Termination for Convenience or upon End of Evaluation Period. If you terminate for convenience as set forth above or if the Agreement expires as of the end of its Term and the Parties have not executed a Full Agreement, then (a) you will cease to utilize the Evaluated Offering(s); (b) you will uninstall the Evaluation Products from your vehicles at your cost and expense, securely package the Evaluation Products for shipment, and ship the Evaluation Products to our designated facility at your cost and expense such that the Evaluation Products are received by us within ten (10) calendar days of the end of the Evaluation Period; (c) the returned Evaluation Products must be in “like-new” condition, except ordinary wear and tear excepted; and (d) you will promptly destroy any of our Confidential Information or other of our materials in your possession or control (other than Evaluation Products covered by (b) above) and will provide us a written certification of destruction executed by an officer upon request. If you do not comply with (b) or the Evaluation Products do not comply with (c), you shall automatically purchase the Evaluation Products at the retail price specified in the Agreement; we will invoice you for such amount plus applicable taxes and fees; and you will pay such invoice within thirty (30) calendar days of the invoice date (and in the case of Evaluation Products shipped to us, we will return the purchased Evaluation Products to you at your expense). Evaluation Products purchased by you under this Agreement do not include a corresponding service subscription.

5. Confidentiality. Each Party agrees (a) to hold information disclosed to it by the other Party in connection with the Purpose which is designated by the disclosing Party as confidential, or is communicated by the disclosing Party in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature (“**Confidential Information**”) strictly confidential and to not share, disclose, or provide the disclosing Party’s Confidential Information to any third party except as expressly set forth herein; (b) to maintain the confidentiality and security of the disclosing Party’s Confidential Information using the same care as it uses with its own confidential information of like importance, but no less than reasonable care; and (c) to restrict access to the disclosing Party’s Confidential Information to those of its and its affiliates’ employees, contractors, agents, legal and financial advisors, and consultants (“**Representatives**”) who have a need to know the information in connection with the exercise of the receiving Party’s rights and the performance of the receiving Party’s obligations under this Agreement who (i) have been notified of the confidential nature of the disclosure and (ii) are under an enforceable obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement. Each receiving Party will be responsible for any breach of this Agreement by the Representatives of the receiving Party or its affiliates. For the avoidance of doubt, the terms of this Agreement are our Confidential Information, and Transportation Data is your Confidential Information. Disclosure of any Confidential Information by the receiving Party hereunder will not be precluded if the disclosure is required pursuant to judicial, governmental or administrative process, requirement, order or disclosure demand (a “**Disclosure Request**”), but only to the extent required and provided that the receiving Party in each instance before making the disclosure first (i) promptly upon receipt of a Disclosure Request notifies the disclosing Party of the request unless prohibited by law or the terms of the disclosure request; and (ii) reasonably cooperates with the disclosing Party in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information. The Parties’ confidentiality obligations hereunder will survive the termination or expiration of this Agreement for a period of two (2) years, except that each Party will maintain the confidentiality of any Confidential Information labeled by the disclosing Party as a trade secret in perpetuity. Each receiving Party acknowledges that remedies at law may be inadequate to protect the disclosing Party against any actual or threatened breach of this Section 5 by the receiving Party or its Representatives

and, without prejudice to any other rights and remedies otherwise available to the disclosing Party, the receiving Party agrees that in the event of such actual or threatened breach the disclosing Party may seek injunctive or other equitable relief in the disclosing Party's favor, without proof of actual damages or the requirement of posting a bond or other security.

- 6. Ownership; Feedback.** We agree that as between you and us, you will own your Transportation Data. Except for the limited rights of use granted herein, as between you and us, all right, title and interest in and to Our Materials and Technology, including without limitation the Evaluation Products and Evaluated Offering(s), and all intellectual property rights therein belongs exclusively to us, our Affiliates, and/or our and their respective licensors or partners, and we reserve all rights not expressly granted herein. You will take reasonable precautions to prevent unauthorized access and use of The Evaluated Offering(s) and Evaluation Products by third parties. Work performed and deliverables created by us under the Agreement, including SOWs, will constitute Our Materials and Technology, and for the avoidance of doubt will not be considered "works made for hire" owned by you. Our Materials and Technology are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Notwithstanding anything in the Agreement to the contrary, you grant to us and our Affiliates a royalty-free, worldwide, irrevocable, perpetual non-exclusive license to use and incorporate into their services and technology, make available to their customers and commercially use any suggestions, enhancement requests, recommendations, or other feedback provided by you, your Affiliates, or their representatives relating to or resulting from the Evaluated Offering(s) and Evaluation Products.

6.1. Collection and Use of Transportation Data. You authorize us and our Affiliates to remotely and automatically collect Transportation Data that is input by you or on your behalf into service-based or licensed Software, is generated by an Evaluation Product, or is otherwise provided to us, for the purposes(s) of the Agreement. You authorize and consent to our collection and use of Transportation Data to operate, manage and provide the Software and Services, including without limitation providing you and your Users with requested technical support and addressing and preventing service or technical issues, and as otherwise requested and/or approved by you. This Agreement will not, and will not be construed to, limit or impair our ability to use data independently received from a carrier or other third party. Further, notwithstanding anything in the Agreement to the contrary you give us and our Affiliates the royalty-free, perpetual right (i) to use Transportation Data and other data provided to us by you or on your behalf to improve, enhance, and support the nature, quality and features of our and our Affiliates' products, software and services subject to our confidentiality obligations set forth hereunder, and (ii) to aggregate and anonymize Transportation Data and other data provided by you or on your behalf in connection with the Agreement and to use such aggregated and anonymized data, as well as data regarding your use of our Evaluated Offering(s) and Evaluation Products and summary or derivative information based thereon, for our and our Affiliates' analytical and other business purposes during and following the term of the Agreement, provided that you will not be identified as the source of such information. You agree that we may share truck system data (e.g., engine data) collected through an Evaluation Product with the system and/or vehicle manufacturer.

- 7. Disclaimers; Risk Allocation.** WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING OUR MATERIALS AND TECHNOLOGY, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT THE EVALUATION PRODUCTS AND EVALUATED OFFERING(S) WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, COMPLETE OR ERROR-FREE, AND WE GRANT NO WARRANTY REGARDING ITS USE OR THE RESULTS THEREFROM. THE ABILITY TO TRANSMIT MESSAGES AND/OR TRANSPORTATION DATA ARE SUBJECT TO WIRELESS PROVIDER COVERAGE AREAS AND MAY BE TEMPORARILY INTERRUPTED OR OTHERWISE LIMITED BY EVENTS BEYOND OUR CONTROL. USE OF PRODUCTS, SOFTWARE, SUBSCRIPTIONS OR SERVICES MAY BE IMPACTED IF YOUR SYSTEMS ARE NOT PROPERLY CONFIGURED AND/OR IF VEHICLES ARE OPERATED OUTSIDE OF LICENSED WIRELESS CARRIER SERVICE AREAS. USE OF CERTAIN PRODUCTS AND SOFTWARE IS DEPENDENT ON THE AVAILABILITY AND COVERAGE OF WIRELESS AND TELECOMMUNICATIONS NETWORKS AND TECHNOLOGIES, GLOBAL NAVIGATION SATELLITE SYSTEMS AND THE INTERNET, WHICH INVOLVE FACILITIES OWNED AND OPERATED BY THIRD PARTIES ("**CARRIERS**"). WE ARE NOT RESPONSIBLE FOR THE OPERATION, AVAILABILITY OR FAILURE OF CARRIERS' SYSTEMS OR FACILITIES, OR FOR SUCH CARRIERS' ELECTION TO SUNSET CELLULAR SPECTRUMS OR TECHNOLOGIES IN THE FUTURE. CARRIERS DISCLAIM ALL LIABILITY OF ANY NATURE TO YOU,

WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF YOUR USE OF OUR PRODUCTS, SOFTWARE, SUBSCRIPTIONS AND SERVICES, AND YOU WILL HAVE NO CLAIMS AGAINST CARRIERS OF ANY KIND WITH RESPECT THERETO.

IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA, LOSS OF USE, COSTS OF COVER, DOWNTIME AND USER TIME REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EXCEED THE RETAIL PRICE FOR THE EVALUATION PRODUCTS RECEIVED BY YOU UNDER THIS AGREEMENT. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR OUR SALE OF PRODUCTS AND PROVISION OF SUBSCRIPTIONS, SOFTWARE AND SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIFIED OTHER DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY OR MAY NOT FULLY APPLY TO YOU.

8. **Export Control.** You acknowledge that our products, services, proprietary information, and derivatives thereof may be subject to United States and international export control, embargo, and sanctions laws, regulations, and licensing requirements, including those administered by the US Department of Treasury, U.S. Department of State, and others (collectively, “**Export Control Laws**”). You will strictly comply with, and will not export, re-export, transfer, divert, or disclose any of our products, services, proprietary information, or derivatives thereof to any individual, entity, or destination in violation of, any applicable US and international Export Control Laws.
9. **Anti-Corruption Compliance.** You, and any third party acting on your behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, “**Anti-Corruption Laws**”). You, and any third party acting on your behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for you or us. You, and any third party acting on your behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any of your acts, our acts, any the acts of any third party acting on your behalf.
10. **US Government Restricted Rights.** If you are a US government entity, this Section 10 applies to you. The Evaluation Products and any Software is provided with “RESTRICTED RIGHTS”. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this Agreement, and as provided in DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.
11. **Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Minnesota, United States of America without regard to or application of its conflicts-of-laws provisions. Any legal proceeding arising out or relating to the Agreement will be subject to the sole and exclusive jurisdiction of the United States District Court for the District of Minnesota or any state court sitting in Hennepin County, Minnesota, to the exclusion of all other courts and venues, and each Party irrevocably consents to the sole and exclusive jurisdiction and venue of the United States District Court for the District of Minnesota or any state court sitting in Hennepin County, Minnesota and waives any right to object thereto. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. Miscellaneous. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior or contemporaneous written or oral proposals, communications, agreements, negotiations, and representations regarding its subject matter. No amendment to the Agreement will be valid unless made in writing and physically signed by both parties. You may not assign or otherwise transfer the Agreement to any third party without our express prior written consent. Subject to the preceding sentence, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns. We may utilize subcontractors in the performance of our obligations under the Agreement, and we will be responsible for the acts and omissions of our subcontractors in their performance of our obligations thereunder. No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. Regardless of which party may have drafted the Agreement, no rule of strict construction shall be applied against either party. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the same will not affect in any respect whatsoever the remainder of the Agreement. Neither Party will be liable for a failure to perform hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. Any notification of any event required pursuant to the Agreement will be in writing, will reference the Agreement, and will be personally delivered or sent by nationally or internationally recognized express courier to the other party at the address set forth in the Agreement, ATTN: Legal. Notice will be deemed effective upon delivery or refused delivery attempt (as evidenced by the delivery receipt). The Parties have specifically requested that this agreement be drafted in English. *Les Parties ont spécifiquement demandé que cette entente soit rédigée en anglais.* If there is a conflict between versions of the Agreement in any other language, the English version controls. Each party is an independent contractor of, and is not an employee, agent or authorized representative of, the other party. This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature delivered as an imaged attachment to a fax or e-mail message will be deemed equivalent to an original ink signature.