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ASHLIN DIGITAL LEARNING PLATFORM MASTER SOFTWARE LICENSE AGREEMENT TERMS AND CONDITIONS

THIS MASTER SOFTWARE LICENSE AGREEMENT (MSLA) BETWEEN YOU (“Customer”) AND ASHLIN Management Group, Inc. (“ASHLIN”) AND ITS CORRESPONDING SALES ORDER(S) (COLLECTIVELY REFERRED TO AS THE “AGREEMENT”) GOVERN YOUR INSTALLATION AND USE OF THE SOFTWARE (AS DEFINED BELOW). This Agreement is made as of the date of the later signature appearing on the Sales Order (“Effective Date”) by and between **ASHLIN Management Group**, with an office at 16701 Melford Blvd, Suite 400, Bowie, MD 20715 and the Customer. This Agreement will include the Terms and Conditions, all Appendices, all Statements of Work included herein, and all attached or incorporated policies, schedules and/or other documents. In the event of a conflict among a term set forth in this MSLA, a term set forth in an Exhibit and/or a Statement of Work, and a term set forth in an attached or incorporated policy, schedule or other document, the term set forth in the MSLA will control unless the conflicting term specifically references the inconsistent term of the MSLA, in which case the conflicting term will control only for the limited purposes set forth in the document containing such term.

1: OWNERSHIP

1.1 Ownership. Customer is agreeing to a Software as a Service subscription. Under this subscription, Customer will retain no ownership of the digital platform or digital assets (e.g. training contents, resources, videos, webinars, recorded transactions) hosted on the platform, that were not furnished by the Customer. The platform and/or all digital assets within the platform will remain the property of ASHLIN and its partners. Customer will retain rights to its proprietary content that it has designed and developed and made available to be hosted on the digital learning platform.

Additionally, ASHLIN maintains ownership of all data generated on the ASHLIN Digital Learning Platform.

1.2 Proprietary Information/Intellectual Property. Notwithstanding Section 1.1, ASHLIN reserves all rights in and to all proprietary works of authorship created, developed, or purchased by ASHLIN (or any third party under contract to ASHLIN) that have not been created specifically for Customer and/or have general applicability to ASHLIN’s business, whether they were created prior to or during the term of this Agreement, including without limitation, software, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, code, records, and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge, or data, and any derivatives thereof (collectively, “ASHLIN Information”). ASHLIN Information and ASHLIN’s administrative communications, records, files, and working papers relating to the Services shall remain the sole and exclusive property of ASHLIN.

1.3 Limited License to Use. WHEREAS, ASHLIN owns and uses the “ASHLIN Digital Learning Platform” (“ASHLIN DLP”) (as defined below); and WHEREAS, ASHLIN and the Customer now desire to enter into this Agreement to grant the Customer a LIMITED nonexclusive, nontransferable usage license to the digital learning platform as specified herein. NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, ASHLIN and the Customer agree as follows:

Use Non-Exclusive License. ASHLIN grants to the Customer, and accepts, for the Term (as defined in the SOW), a LIMITED, nonexclusive, nontransferable license to use the ASHLIN Digital Learning Platform which includes access to and use of all content hosted on the platform, per the Plan selected by the Customer for training of the Customer staff. The license granted herein is subject to Customer’s strict adherence to the terms and conditions of this Agreement. Further, Customer is not to attempt to disaggregate, reverse engineer, deconstruct or copy any



elements, proprietary or non-proprietary, comprising the digital learning platform solution being provided by ASHLIN.

Customer acknowledges that license fee structure is based number of active user licenses being granted to Customers. Customer does agree to participate in and provide accurate information for annual Customer questionnaire in order to provide updates changes to registered users and training requirements.

1.4 Third-Party Software. To the extent that the digital learning platform contains Third-Party Products add-on products, ASHLIN will identify such Third-Party Products. Customer shall be responsible for complying with the applicable Third-Party license agreement or other terms as set forth in the Sales Order.

2: WARRANTY AND DISCLAIMERS

2.1 Mutual. Each party represents and warrants that: (a) it is a legal entity duly organized, validly existing, and in good standing; (b) it has all requisite corporate power and authority to execute, deliver, and perform its obligations hereunder; (c) it is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized, or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder; (d) it will comply with all laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; (e) it will avoid deceptive, misleading, or unethical practices that could adversely affect the performance of the other party's obligations under this Agreement or damage the reputation of the other party; (f) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other party to perform fully its respective obligations hereunder; and (g) its performance of its obligations under this Agreement will not violate any other agreement between such party and any third party.

2.2 Limited Warranty. During a warranty period commencing upon the date of sign-off of the Customized ASHLIN DLP package by the CUSTOMER and continuing for two (2) months thereafter, ASHLIN warrants for CUSTOMER's benefit alone that the Software, if operated as directed in the Documentation and in accordance to training provided by ASHLIN, shall operate substantially in accordance with the functional specifications in the Documentation. ASHLIN does not warrant that CUSTOMER's use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure or that it will be compatible with all of CUSTOMER's or End Customers' equipment or software configurations, or that the Software is designed to meet all of CUSTOMER's or End Customers' business requirements. ASHLIN's sole liability and CUSTOMER's exclusive remedy for any breach of this warranty shall be that ASHLIN shall use commercially reasonable efforts to remedy any failure of the Software to materially conform to its Documentation in accordance with the terms of the Support Services, provided that (i) CUSTOMER is current in its payment obligations under this Agreement, (ii) CUSTOMER is not otherwise in material breach of this Agreement, and (iii) CUSTOMER notifies ASHLIN in writing of the claimed failure promptly upon discovery and within the warranty period, with a specific description of the Software's nonconformance sufficient to allow ASHLIN to replicate such nonconformance. During the warranty period stated above, should ASHLIN be unable to remedy such failure within a reasonable time after notice has been provided, CUSTOMER shall be entitled to terminate this Agreement and to receive a refund of license fees paid hereunder for the then current annual period of the Term of the license granted hereunder for such Software. For the sake of clarity, CUSTOMER shall be entitled to Support Services as described in the Sales Order throughout the Term of this Agreement, if applicable.

2.3 Exclusions from Warranty. ASHLIN will not be obligated under Section 2.2 to correct, cure, or otherwise remedy any nonconformity if: (a) Customer has made any alteration to the Software Deliverables without ASHLIN's knowledge and consent; (b) the Software Deliverables have been misused or damaged other than by personnel of ASHLIN; (c) the nonconformity is a result of the combination of the Software Deliverables with third-party hardware, software, or other technology that was not provided by or specified by ASHLIN; (d) the nonconformity is caused by data entered or provided by Customer, which data is corrupted, erroneous, or in an improper format; or (e) ASHLIN has not been notified of the existence and nature of such nonconformity or defect within the warranty period.



- 2.4 Warranty of Services.** ASHLIN warrants that the Services shall be performed in a professional and workmanlike manner. In the event that Customer notifies ASHLIN of a breach of the foregoing warranty in connection with a Statement of Work within sixty (60) days after the performance of such Services, as Customer's sole and exclusive remedy, and ASHLIN's sole liability, ASHLIN shall, at its option, re-perform the nonconforming Services or refund to Customer the fees paid for the nonconforming Services pursuant to the applicable Statement of Work.
- 2.5 Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE DELIVERABLES AND THE SERVICES ARE PROVIDED "AS IS" AND ASHLIN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, AND MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; OR (B) ANY WARRANTY THAT ANY DELIVERABLE IS FREE FROM ERROR. NO WRITTEN OR ORAL INFORMATION OR ADVICE GIVEN BY ASHLIN SHALL CREATE ANY WARRANTY.
- 2.6 Customer Obligation.** CUSTOMER shall not make any representations or warranties, express or implied, as to the performance of the Software, support or other services on behalf of ASHLIN or otherwise make commitments on behalf of ASHLIN that are inconsistent with the representations and warranties made by ASHLIN or that are not approved by ASHLIN and any such warranty or representation shall not be binding on ASHLIN.
- 2.7 Limitation of Liability.** CUSTOMER AND ASHLIN HAVE DISCUSSED THE RISKS AND REWARDS ASSOCIATED WITH THIS AGREEMENT AS WELL AS ASHLIN'S FEES FOR SERVICES. CUSTOMER AND ASHLIN AGREE TO ALLOCATE CERTAIN OF THE RISKS SO THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ASHLIN AND ITS PARTNERS, PRINCIPALS, DIRECTORS, EMPLOYEES, AFFILIATES, AND SUBSIDIARIES (THE "ASHLIN PARTIES") TO CUSTOMER AND ALL THIRD PARTIES FOR ALL CLAIMS WHATSOEVER RELATED TO THE DELIVERABLES, THE SERVICES PROVIDED HEREUNDER OR THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO ASHLIN BY CUSTOMER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS UNDER THE STATEMENT(S) OF WORK THAT GAVE RISE TO SUCH LIABILITY. IN NO EVENT WILL ANY OR ALL OF THE ASHLIN PARTIES BE LIABLE FOR ANY BUSINESS EARNINGS, LOST PROFITS, DATA OR GOODWILL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF ANY OF THE ASHLIN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3: INTELLECTUAL PROPERTY WARRANTIES, INFRINGEMENT AND INDEMNIFICATION

- 3.1 ASHLIN's Intellectual Property Warranty.** ASHLIN warrants that it has no knowledge that any part of any Deliverable or Service infringes or otherwise makes unauthorized use of any United States copyright, trademark, trade secret, or other proprietary right of any third party.
- 3.2 Infringement.** If any Deliverables are or in ASHLIN's opinion are likely to become the subject of an infringement or misappropriation claim, ASHLIN may, at its option and expense, either (a) procure for Customer the right to continue using the infringing Deliverable or component thereof; or (b) replace or modify the Deliverable (or component thereof) so that it becomes non-infringing but still functions in substantial accordance with the applicable specifications.
- 3.3 Indemnification.**

ASHLIN will indemnify, defend and hold CUSTOMER harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against CUSTOMER by any third party based on or arising out of allegations that CUSTOMER's use of the Software in accordance with the terms of this Agreement infringes any third party Intellectual Property rights ("Claims"). ASHLIN's foregoing defense and indemnity obligation shall not extend to claims based on (i) unauthorized modification or use of the Software made by CUSTOMER or any third party other than by or with the approval of ASHLIN; (ii) the combination of the Software with items not supplied by ASHLIN or approved by ASHLIN for use with the Software in the Documentation to the extent such claim would not have arisen but for the combination; (iii) open source software components; or (iv) CUSTOMER's or End Customer's use of any release of the Software other than



the latest Version of the Software that has been commercially available for at least six (6) months prior to the date of assertion of such claim. As a condition to ASHLIN's indemnity obligation **CUSTOMER** shall give ASHLIN prompt notice of any Claim, grant ASHLIN sole control of the defense and/or settlement of any Claim (provided that ASHLIN shall not enter into any settlement that admits liability on behalf of CUSTOMER or imposes any obligations on CUSTOMER other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and provide reasonable assistance as requested by ASHLIN. If the Software or part thereof becomes, or in ASHLIN's opinion may become, subject to a Claim or CUSTOMER's use thereof may be otherwise enjoined, ASHLIN may, at its option, either: (a) procure for CUSTOMER the right to continue using the Software; (b) replace or modify the Software, so that it is non-infringing; or (c) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any sums prepaid for the unexpired Term, if any, upon the return or destruction (and certification of destruction) of the Software. This Section 3.3 states ASHLIN's entire liability and CUSTOMER's exclusive remedy for infringement.

3.4 Customer will indemnify and hold the ASHLIN parties harmless against all costs, fees, expenses, damages, and liabilities (including legal defense costs) associated with any **third-party** claim, including any punitive damages, arising from or relating to (i) any claim or allegation that the Customer's Materials or ASHLIN's licensed use of the Customer's Materials infringes or violates any third-party rights, constitutes defamation or slander or unfair competition, or violates any law; (ii) any Services, Deliverables, or other work product from ASHLIN that Customer uses or discloses to others in a manner other than that expressly permitted by this Agreement; or (iii) this engagement generally. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including those arising from contract law, statutes, regulations, or any form of negligence by Customer, or others whether arising out of tort, strict liability, or otherwise) and whether or not ASHLIN was advised of the possibility of the damage or loss asserted. Such terms shall also continue to apply after any termination of this agreement by either party and during any dispute between the parties.

3.5 Customer's Warranty with Respect to Customer Materials. Customer represents and warrants that it has or will obtain all necessary ownership, licenses, and/or permissions to grant ASHLIN the license to the Customer Materials as set forth in Section 2 herein. Customer further represents and warrants that neither the Customer Materials nor the licensed use of the Customer Materials by ASHLIN as set forth in this Agreement shall (a) infringe or otherwise violate any third-party U.S. patent, copyright, trademark, trade secret, right of privacy or publicity, or other proprietary rights; or

(b) violate any federal, state, or local law.

4: TERM AND TERMINATION

4.1 Term.

The term of this Agreement shall commence on the Effective Date and continue until no Sales Orders remain in effect hereunder unless otherwise terminated as stated below. The license term granted under a Sales Order (referred to therein as the "Subscription Period") shall be as set forth in such Sales Order and if no such term is set forth, the license shall continue for the duration of 3 years ("Initial Term"). To avoid unintended service interruptions, at the end of the Initial Term, and at the end of each Renewal Term thereafter, the license term granted under each Sales Order shall automatically renew for an additional one (1) year term (each, a "Renewal Term"), unless either party shall provide written notice to the other party, not less than sixty (60) days prior to such date of expiration, of its election not to renew such license term. The Initial Term and each Renewal Term are collectively referred to as the "Term".

4.2 Termination.

This Agreement may be terminated as follows: (i) by either party, at any time prior to the expiration of the then-current Term if the other party has committed a material breach of any of its obligations hereunder that has not been cured within thirty (30) days after receipt of written notice; or (ii) by either party, by providing notice of nonrenewal the Agreement as set forth in Section 4.1 above.

4.3 Automatic Termination. This Agreement terminates automatically, with no further action by either party, if: (i) a receiver, manager, administrator, administrative receiver or similar figure under the law of any jurisdiction is appointed for either party or its property; (ii) either party proposes or is subject to a general assignment for the benefit of or compromise or



arrangement with its creditors or any class of its creditors; (iii) any proceedings are commenced by, for, or against either party under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a moratorium, rescheduling or reorganization of such party's debts, and such proceeding is not dismissed within sixty (60) calendar days of its commencement; (iv) either party is liquidated, wound up or dissolved; or (v) CUSTOMER breaches any obligation related to ASHLIN's Intellectual Property rights which has not been cured within fourteen (14) days from written notice pertaining to such breach (or if incapable of being cured then immediately upon such written notice being given).

4.4 Consequences. Upon termination of this Agreement CUSTOMER shall discontinue immediately all further promotion, and marketing of the Software and use of the Software within the Customized ASHLIN DLP Package shall be discontinued except as expressly provided in this Section. So long as termination of this Agreement was not due to a breach by CUSTOMER or to CUSTOMER being subject to any of the matters set out in Section 4.3, and provided that CUSTOMER has paid and continues to pay when due, the license and other fees associated with any such licenses, the licenses granted hereunder shall continue in effect for any End User that has a license in effect as of the termination date to use the Customized ASHLIN DLP Package, until the earlier of (i) the end of the then current End Customer Term (i.e., not including any renewal of CUSTOMER's agreement with such End Customer) or (ii) 12 months from the termination of this Agreement. ASHLIN's obligation to provide CUSTOMER the Support Services shall continue in full force and effect for any such End Customer Terms, subject to payment by CUSTOMER of any applicable additional Support Services fees. Without limiting the generality of the foregoing, within fifteen (15) days after termination of this Agreement and all licenses described in this Section, CUSTOMER shall irrevocably erase the Software and the Documentation and all copies and portions thereof, and shall provide written certification to ASHLIN that such destruction has been completed.

4.5 Survival. The following Sections will survive the termination of this Agreement as applicable:

1 (Ownership), 2 (Warranty and Disclaimers), 3.1 Intellectual Property Warranties, 3.2 Infringement and 3.4 Customer Indemnification), 4.5 (Survival), 5 (General Provisions) and, 6 (Confidentiality) together with accrued payment obligations; provided, however, that Section 6 (Confidentiality) shall survive the termination or expiration of this Agreement for one (1) year.

5: GENERAL PROVISIONS

5.1 Transfer/Assignment. A party to this Agreement may not assign, delegate, or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, either party may from time to time assign this Agreement to: (i) one or more of its then consolidated affiliates; or (ii) an acquirer of all or substantially all of its business or assets; and to the extent of any such assignment, the relevant references in this Agreement to the assigning party shall apply to such affiliate or acquirer, as the case may be, provided that such affiliate or acquirer assumes all of the obligations hereunder in writing and, in the case of an assignment by CUSTOMER, such assignment or acquisition shall not expand the scope of the license as set forth on the applicable Sales Order nor shall the Software be permitted to be used by any business operations other than as specified on the applicable Sales Order and as were using the Software immediately prior to such assignment or acquisition.

5.2 Notices. Any notice to be given hereunder will be in writing and addressed to the party and address stated below or such other address as the party may designate from time to time by written notice. Except as otherwise expressly provided in this Agreement, notices hereunder will be deemed given and effective: (a) if personally delivered, upon delivery; (b) if sent by overnight rapid-delivery service with tracking capabilities, upon receipt; (c) if sent by facsimile or electronic mail, at such time as the party that sent the notice receives confirmation of receipt by the applicable method of transmittal; or (d) if sent by certified or registered United States mail, upon receipt.

For notice to Customer:

The address and contact information listed in the applicable Sales Order

For notice to ASHLIN:



16701 Melford Blvd, Suite 400, Bowie, MD 20715
Attention: Samuel Botts, Jr

- 5.3 Governing Law.** This Agreement and all matters arising out of or in connection with it shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of Maryland, United States of America, without regard to the conflict of laws principles thereof. The parties hereby expressly submit to the exclusive jurisdiction of the federal and state courts located in County of Prince George's and State of Maryland for resolution of all disputes arising under the terms of or in connection with this Agreement (including non-contractual claims) and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. ASHLIN, in its sole discretion, shall have the right to seek a preliminary, interim or preventative injunction in respect of any breach of its Intellectual Property rights in any jurisdiction and court.
- 5.4 Relationship of the Parties.** In performing their respective services hereunder, CUSTOMER and ASHLIN shall operate as and have the status of independent contractors and shall not act as or be a partner, joint venturer, agent or employee of the other. Neither party shall have any right or authority or assume or create any obligations or make any representations or warranties on behalf of the other party, whether expressed or implied, or to bind the other party in any respect whatsoever.
- 5.5 Electronic Communications.** The parties acknowledge that they may correspond or convey documentation via various forms of electronic transmission (including, but not limited to, e-mail, FTP, and cloud-based sharing and hosting applications) and that neither party has control over the performance, reliability, availability, or security of these electronic transmission methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure, or inconvenience resulting from the loss, delay, interception, corruption, disclosure, or alteration of any electronic transmission due to any reason beyond its reasonable control or Force Majeure. ASHLIN also offers its Customers the opportunity to use a secure internet portal for the exchange of confidential information using commercially standard encryption protocols. Use of this portal may require the execution of a separate user agreement.
- 5.6 Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following its expiration or termination, neither party will actively solicit, employ, or otherwise engage any of the other party's employees (including former employees) who were involved in providing or receiving Services under this Agreement. In the event that either party breaches this provision, the breaching party agrees to pay to the aggrieved party within thirty (30) days after demand an amount equal to the greater of \$50,000 or one hundred percent (100%) of the annual base salary of any such employee. For avoidance of doubt, the foregoing does not prohibit either party from employing individuals who were not involved in a Statement of Work related to this MSLA.
- 5.7 No Agency.** ASHLIN is an independent contractor and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.
- 5.8 Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.
- 5.9 All Amendments in Writing.** The terms and conditions of this Agreement shall apply to all Sales Orders except that in the event of a conflict between the terms of a Sales Order and the terms of this Agreement, the terms of the Sales Order shall prevail with respect to that Sales Order only, unless the provision on the Sales Order expressly amends the terms of this Agreement. Except for the foregoing, no provisions in CUSTOMER's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by an Authorized Representative of each party to this Agreement.



5.10 Waiver. Neither a delay nor a failure of either party to enforce any of the provisions of this Agreement shall be interpreted or construed to be a waiver of that party to enforce the same or any other provision hereof.

5.11 Severability. In the event that any provision of this Agreement is determined for any reason to be invalid or unenforceable as written, such provision shall be deemed inoperative only to the extent that it violates or conflicts with law or public policy, and such provision shall be deemed modified to the extent necessary to conform to such law or policy. All other provisions of this Agreement remain in full force and effect.

5.12 Entire Agreement. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, between them relating to the license and to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.

5.13 Miscellaneous. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original (a facsimile will be deemed an original), but all of which taken together will constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. If any provision of this Agreement is found to be invalid by any court or arbitrator having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions.

5.14 Audits. At ASHLIN’s discretion and upon reasonable advance notice, and no more than once per calendar year, ASHLIN reserves the right to conduct periodic reviews and audits to verify compliance with the terms of this Agreement.

5.15 Authorized Representatives. The Parties authorized representatives shall be: For ASHLIN: CEO, COO For CUSTOMER or SVP.

For the Customer: The person who issued and signed the Sales Order or Customer’s CEO.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS LICENSE AGREEMENT AND AGREES TO BE BOUND BY ALL OF THE TERMS.

6: CONFIDENTIALITY

6.1 Use of Confidential Information. The parties, from time to time, may disclose Confidential Information (as defined below) to one another. Accordingly, each party agrees as the recipient (the “Receiving Party”) to keep strictly confidential all Confidential Information provided by the other party (the “Disclosing Party”). The Receiving Party further agrees to use the Confidential Information of the Disclosing Party solely for the purpose of exercising its rights and fulfilling its obligations under this Agreement. The Receiving Party may not use for its own benefit or otherwise disclose any of the Confidential Information of the Disclosing Party for any other purpose.

6.2 Definition of Confidential Information. “Confidential Information” means, subject to Section 6.3 herein, information in any form, oral, graphic, written, electronic, machine-readable, or hard copy consisting of (i) any non-public information provided by the Disclosing Party, including but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins, and/or similar information; (ii) any information which the Disclosing Party identifies as confidential information or the Receiving Party should understand from the context of the disclosure, to be confidential information; or (iii) any information that the parties otherwise treat as confidential by their actions. Without limiting the generality of the foregoing, Customer acknowledges and agrees that ASHLIN’s “know-how” constitutes Confidential Information.



- 6.3 Exclusions.** The term “Confidential Information” will not include information that (a) is publicly available at the time of disclosure by the Disclosing Party; (b) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of this Section 6 by the Receiving Party; (c) was lawfully in the Receiving Party’s possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (d) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party, or (e) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.
- 6.4 Protection of Confidential Information.** The Receiving Party will inform those employees and consultants who have access to the Confidential Information of the Disclosing Party that such information is confidential and proprietary information of a third party. The Receiving Party agrees to disclose the Confidential Information of the Disclosing Party to its employees and consultants solely for the purpose of exercising the Receiving Party’s rights and fulfilling the Receiving Party’s obligations hereunder and solely to those employees and consultants who are under confidentiality obligations at least as restrictive as those set forth herein. The Receiving Party will ensure compliance by its employees and consultants having access to the Confidential Information of the Disclosing Party and will be responsible for any breach by any such parties. The Receiving Party will treat the Disclosing Party’s Confidential Information with the same degree of care as the Receiving Party treats its own highly confidential and proprietary information, but in no case will such standard of care be less than a reasonable standard of care, taking into account the nature of the Confidential Information at issue. The Receiving Party will notify the Disclosing Party without delay if it has reason to believe that any Confidential Information of the Disclosing Party has been used or disclosed in violation of this Section.
- 6.5 Return of Confidential Information.** Promptly upon the written request of the Disclosing Party or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy all copies of the Disclosing Party’s Confidential Information. ASHLIN will, however, maintain a copy of any Confidential Information necessary to support its work under this Agreement for reference and archive purposes, in accordance with applicable professional standards. The parties acknowledge that in the case of Confidential Information communicated through email or that has been scanned or otherwise stored electronically by the Receiving Party, the Receiving Party’s deletion of (a) email messages from individual mailboxes, or (b) documents from network or individual hard drives will not result in the removal of all copies of such information from the Receiving Party’s back-up or archival systems.
- 6.6 Record Retention.** ASHLIN maintains a record retention policy for documents, including documents in electronic form, in its possession from Customer and otherwise. Documents tendered to ASHLIN in tangible form may be stored solely in electronic form. A copy of ASHLIN’s policy is available to Customer upon request. ASHLIN will exert commercially reasonable efforts to follow its record retention policy and will destroy documents in accordance with its policy, unless otherwise instructed by the Customer or as provided herein.
- 6.7 Legal Proceedings.** In the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt notice (to the extent such notice is legally permissible) so that the Disclosing Party may seek a protective order or other appropriate remedy.
- 6.8 Remedy for Breach of Confidentiality.** Each party acknowledges that the other party will not have an adequate remedy in the event that it breaches the provisions of this Agreement regarding Confidential Information and that such party may suffer irreparable damage and injury in such event. The breaching party agrees that the non-breaching party, in addition to seeking any other available rights and remedies as may apply, will be entitled to seek an injunction restraining the breaching party from committing or continuing such violation without the necessity of posting a bond or other security.
- 6.9 Survival.** This Section 6 of the Agreement shall survive the termination or expiration of this Agreement for a period of one (1) year; provided, however, that with respect to any Confidential Information that has been designated by the Disclosing Party as “trade secret” information, the confidentiality obligations under this Section 6 shall remain in effect for so long as such Confidential Information retains its trade secret status under applicable law.