

Limited Software License Agreement “LSLA”

THIS LIMITED SOFTWARE LICENSE AGREEMENT (“LSLA”) governs the terms under which E&A, LLC, D/B/A Earnest & Associates, a Maryland limited liability company, its affiliated and subsidiary entities (collectively referred to as “Licensor”) grants a limited user license for any and all of its privately developed software, (the “Proprietary Software”) sold to a Licensee. Licensee is that party to whom this LSLA is issued as identified on any executed Bill of Sale of Licensor or of a 3rd party that is approved and authorized by Licensor to sell Proprietary Software. Licensor and Licensee are hereinafter collectively referred to as the “Parties.” The Effective Date of this LSLA shall be the latest execution date of the Bill of Sale.

License. Subject to the terms and conditions of this LSLA, including without limitation with respect to termination, Licensor grants Licensee a non-exclusive, non-transferable license, without the right to sell, license, franchise, sub-lease or sub-license, to the Limited Use of the Proprietary Software, including any updates, enhancements or modifications thereto.

Right of Use Granted. So long as Licensee remains in compliance with the LSLA, Licensee is granted Limited Use of the Proprietary Software to be used solely in support of Licensee’s core business. As it is referred to herein, Limited Use means the following end-user capabilities contained within the Proprietary Software: User Data Input and Interfaces, Database Integrations, Screen Views, Queries and Data Analysis and Reporting Output capabilities (the

“Content Package”). Licensee is expressly prohibited from using the Proprietary Software in any other manner whatsoever that is contrary to the Limited Use defined pursuant to this LSLA, including but not limited to the provision of sales, support, analysis or consultation to any third party person, entity, affiliate or organization (“Third Party”) that is not a Party to the Bill of Sale.

Restricted Users. (A) Under the License granted pursuant to this LSLA, i) regarding licenses issued on a named user basis, one license seat is issued for the sole use of each named user or the number of named users specifically identified on the Bill of Sale (“Designated User”); ii) regarding licenses issued on a concurrent user basis, the number of license seats logged on at any time shall not exceed the number of licenses stated on the Bill of Sale; iii) regarding licenses issued at the enterprise level, license use is restricted to that legal entity identified on the Bill of Sale as the customer or buyer; (B) i) The Use of a license seat by other than its Designated User, ii) The sharing of the same license seats between multiple Designated Users, iii) the use of Concurrent Licenses in excess of authorized license seat count defined on the Bill of Sale, and iv) the use of an Enterprise License by an entity not identified as the customer or buyer on a Bill of Sale are expressly prohibited. Named User Licenses, Concurrent User Licenses and Enterprise Licenses as defined herein are collectively referred to herein as Authorized Users.



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Licensee is prohibited from copying or causing or permitting the reverse engineering, disassembly or de-compilation of the Proprietary Software.

Licensee shall not allow the Proprietary Software to be used by, or disclose all or any part of the Proprietary Software to, any Party except those Authorized Users of Licensee who have been informed by Licensee in writing of the non-disclosure obligations imposed on both the Licensee and the Authorized Users under this LSLA.

Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Proprietary Software and that Licensee will neither export or re-export, directly or indirectly, the Proprietary Software, nor any direct product thereof, in violation of such laws, or use the Proprietary Software for any purpose prohibited by such laws.

Licensee acknowledges that a special security code or key may be required to operate the Proprietary Software. Such code or key may prevent the Proprietary Software from operating on any

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Intellectual Property Restrictions. Licensee has no license to access, copy or use in any manner contrary to this LSLA, or any other rights in or to, the Proprietary Software's Intellectual Property which includes, but is not limited to its source code, Content Package, design, logic, processes, formulae, documentation, configuration, outputs, views, analytics, technology, Know-How or specifications, or any other attribute that by reasonable industry standards would be deemed proprietary property belonging solely to the Licensor. Licensee shall not disclose all or any part of the Intellectual Property contained within the Proprietary Software to any Third Party including its employees.

Ownership Rights. Licensee acknowledges that its Limited Use of and payment for such Limited Use of the Proprietary Software pursuant to this LSLA does not convey to it in any degree or form ownership of or to the Proprietary Software, its Intellectual Property, or its related Trademarks and Copy Rights; all of which ownership of is expressly reserved by Licensor. Any original source data of the Licensee residing on the Proprietary Software



platform shall remain the sole property of the Licensee. Both the Licensor and Licensee shall have joint ownership rights to the computations or analytics derived from Licensee's original source data that reside on the Proprietary Software platform.

Licensee's Authorizations, Acknowledgements & Consents. As necessary, in order for Licensor to provide the delivery of the Proprietary Software(s), Licensee acknowledges its obligation to and agrees to: a) purchase directly on its own behalf any and all 3rd party software in kind and in number needed to facilitate the function of the Proprietary Software and b) as necessary in order to support the function of the Proprietary Software, designate Licensor as a user of the appropriate licenses in an administrative capacity. Such 3rd Party software may contain license obligations beyond those specified herein; all such obligations being incorporated herein by reference. Licensee acknowledges that such additional obligations may exist and consents to comply with them and authorizes Licensor, to the extent necessary to provide the Proprietary Software(s) contemplated herein, to accept all such license terms and conditions on its behalf in order to effectuate this LSLA.

In order for the Proprietary Software to function as contemplated herein certain of its protocols and routines may need to reside locally on Licensee's database and/or Licensee's domain. Licensee consents to comply with these requirements and gives its authorization to Licensor to load such protocols and routines locally as necessary to support the function of the Proprietary Software

Licensee acknowledges and understands that its purchase of any Proprietary Software pursuant to this LSLA is final, non-refundable and cannot be returned or exchanged for any reason whatsoever. Licensor shall be entitled to collect, and the Licensee shall be obligated to pay in full, any and all payments due on the purchase or lease (SaaS), as the case may be, of the Proprietary Software.

Unless Licensee provides to Licensor a sales tax exemption certificate at the initiation of the sales contract, the applicable sales tax shall be included on the invoicing for the Proprietary Software. Licensee agrees to pay any applicable sales tax.

Licensee agrees to take such reasonable steps as Licensor may require from time to time in order to protect Licensor's rights in the Proprietary Software.

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Licensor explicitly disclaims all warranties related to the Proprietary Software (including equipment, content, software, data, channel enablement materials, functionality, beta features and other information made available thereon or accessed by means thereof). Proprietary Software is provided on an "As Is", "As Available", "Where Is" and "With All Faults" basis. Licensor makes no warranties, what so ever, either expressed or implied, in whole or in part, or any other matter under this LSLA. Licensor explicitly disclaims all warranties of non-infringement, merchantability, and/or fitness for a particular purpose. Licensor expressly does not warrant that Proprietary



Software will function, in whole or in part, will be error free, will operate without interruption, will be compatible with any hardware or software systems configurations, will be compatible with any regulatory compliance obligation of Licensee or will meet Licensee's requirements.

The Proprietary Software is not fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operations of nuclear facilities, aircraft navigation or aircraft communication software, mass transit air traffic control, direct life support machines or weapons software, in which the failure of the Proprietary Software could lead directly to death, personal injury or severe physical, emotional or environmental damage (High Risk Activities). Accordingly, Licensee agrees that Licensor shall not be liable for any claims or damages arising from or related to the use of the Proprietary Software in such applications.

Licensor does not guarantee that it can extract and provide Licensee its original source data or jointly owned calculated derivatives of that data residing on the Proprietary Software platform, but only that it will provide its best efforts to do so if requested at time of termination of this LSLA or any other time while this LSLA is in effect.

Regarding Data Privacy Regulations, as hereinafter defined, it is not implied by Licensor nor should it be inferred by Licensee that the Proprietary Software conveyed pursuant to this LSLA, is intended to or designed to either i)

enhance or detract from the capabilities of the core Third Party enterprise resource planning software to which it supports or complements or ii) supplant the Licensee's role as the primary responsible party, as to compliance with such regulations.

The Parties have agreed that the limitations specified herein under the Disclaimer of Warranty and Limitation of Liability shall survive Termination of the LSLA and apply even if any limited remedy specified in the LSLA is found to have failed in its essential purpose and regardless of Licensee's acceptance or non-acceptance of Proprietary Software under this LSLA.

Limitation of Liability. Fees due Licensor pursuant to the LSLA are not subject to any claim of off-set by Licensee and are payable to Licensor by Licensee in full independent of the ultimate results.

In no event, including, but not limited to the delay in the rendering of Proprietary Software, neither Licensor, nor its affiliates, shall be held liable to Licensee in contract, tort or otherwise or for any damages or restitution, including without limitation lost profits, loss of use, business interruption, loss of data, cost of cover, cost of recovery, punitive, direct, indirect, special, incidental, or consequential damages of any kind arising out of or in connection with the furnishing, performance or use of Proprietary Software or Third Party Data Privacy claim under this LSLA, whether alleged as a breach of contract, tortious conduct or otherwise including negligence, even if Licensor has been advised of the possibility of such damages.



In any event should any provision of this limitation of liability be held invalid, illegal or unenforceable in any respect, or for any other reason, Licensor's liability arising out of any kind of legal claim, whether in contract, tort or otherwise, in connection with this LSLA is limited to the aggregate amount actually paid by Licensee to Licensor through the date of notice of claim, or if no discreet amount is identified, the amount reasonably ascribed by Licensor in connection with such claim.

Right to License. Licensor has the right to grant the Licensee this limited license to use the Proprietary Software. Licensor either owns all rights, title and interest to, or has the right to license the Proprietary Software.

Compliance with Laws. Licensee bears sole responsibility of complying with any and all federal, state and international laws, statutes, regulations, industry accepted standards and promulgations relating to all financial, security and/or data privacy reporting and compliance including, but not limited to those issued by or related to: SEC, AICPA, FASB, IASB, HITECH, EFRAG, IRS, ICC, FTC, ITAR, EAR, ATF, DOD, HIPAA, EU GDPR, EU-US Swiss Privacy Shield associated with its the use of the Proprietary Software.

Audit Rights. Licensor, its Affiliates or designated representative may audit the records, domains and Software of Licensee to ensure compliance with the terms of this LSLA. Licensor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not

unreasonably interfere with Licensee's operations. Licensor may not audit Licensee more than once in any six (6) month period.

License Fees. In consideration for the conveyance of this Limited Software License pursuant to this LSLA, Licensee agrees to pay to Licensor the applicable License and all other related Fees including recurring Annual Maintenance Fees, as applicable, as they are stated on the Bill of Sale, and amended from time to time, such fees being due upon demand of delivery of invoice.

Licensor shall provide Licensee no less than forty-five (45) days advance written notice of changes in Fee pricing. Price changes resulting from Licensee's request to alter the scale of service level shall be effective the first of the month in which the change in service level is initiated.

Termination. Unless stated otherwise on a Bill of Sale, i) for licenses granted on a month to month basis, this LSLA may be terminated with or without cause by either Party upon presentation to the other Party of advanced written notice to terminate; Termination being effective sixty (60) days from the date of receipt of notice by the other party; ii) for licenses granted on a fixed term basis, a) this LSLA may be terminated prior to expiration of term only for cause; change in Licensor pricing in mid-term and Licensee's failure to pay Licensor all fees due it pursuant to this LSLA are deemed acceptable reasons for cause; Termination for cause due to change in Licensor pricing during the term shall be effective sixty (60) days from the date of Licensor's notice to Licensee of price change; for all other



terminations for cause, the offending party shall have thirty (30) days from the date of receipt of notice from the aggrieved party to rectify the reason for termination, (the "Cure Period.") Should the reason for termination remain unresolved to the satisfaction of the aggrieved party upon completion of the Cure Period, termination of the LSLA shall be effective ten (10) days from the completion of the Cure Period, or b) may be terminated with or without cause by either Party upon presentation to the other Party advanced written notice to terminate no less than sixty (60) days prior to end of term; effective date of termination being the end of the term. Obligation of Licensee to pay Licensor all applicable fees due Licensor through Termination Date, all limited use, confidentiality and indemnity obligations, and disclaimer of warranty and limit of liability, and such other terms which by their nature, shall survive Termination.

Upon the effective date of the Termination, as applicable, i) Licensee shall immediately cease use of Proprietary Software, and at Licensor's request, immediately return to Licensor or destroy to Licensor's satisfaction all copies of Proprietary Software and provide documentation of such to Licensor, and ii) Licensor shall remove or deactivate Activation Key(s) disabling use of the Proprietary Software by Licensee. Licensee agrees to cooperate and assist with all reasonable requests by Licensor to effectuate the Termination.

After Termination, if Licensee should elect to re-engage the Proprietary

Software and related services, re-engagement shall be underwritten by the execution of a successor Bill of Sale and LSLA. Licensee shall be charged, and it shall pay Licensor for any technical fees incurred to re-establish the operability of the Proprietary Software.

LSLA Term Renewals. Unless otherwise stated to the contrary herein or on a Bill of Sale, i) licenses granted on a month to month basis shall automatically renew upon the end of each month, and ii) licenses granted on a fixed term basis, shall automatically renew at the end of term stated on the Bill of Sale.

Service Level Performance Assurance. Regarding Proprietary Software hosted by Licensor on servers independent of those of Licensee, Licensor assures that access to the Proprietary Software shall be no less than ninety-five percent (95%) of the total available time within any month, (the "SLP.") Should SLP fall below ninety-five percent (95%) within any month, Licensor shall rebate Licensee a dollar credit to be applied to the Licensee's account proportional to the difference between ninety-five percent (95%) and the actual SLP multiplied by the fees due for that month. For example, if the actual SLP is 90% and the monthly fees due are \$100.00 then the credit rebate amount due Licensee would be \$5.00 ((95% - 90%) x \$100 = \$5.00).

Indemnity by Licensor. Licensor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third-party claim that the Proprietary Software infringes upon any copyright of others. Licensor's



obligations under this indemnification are expressly conditioned on the following: i) this section applies only to copyright claims that originate from Licensee's use of the Proprietary Software during the period that the LSLA is/was active and Licensee was in compliance with its terms and conditions, ii) Licensee must promptly notify Licensor of any such claim, iii) Licensee must in writing grant Licensor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (should Licensee choose to represent its own interest in any such action, Licensee may do so at its own expense, but such representation must not prejudice Licensor's right to control the defense of the claim and negotiate its settlement or compromise,) iv) Licensee must cooperate with Licensor to facilitate the settlement or defense of the claim and v) Licensor shall not have any liability hereunder to the extent the claim arises from: a) any modification to the Proprietary Software by the Licensee or b) the use or combination of the Proprietary Software with any Configuration other than that defined by Licensor. If any Proprietary Software is, or in Licensor's opinion is likely to become, the subject of a copyright infringement claim, then Licensor, at its sole discretion and expense, will either: i) obtain for Licensee the right to continue using the Proprietary Software under the terms of this LSLA, ii) replace the Proprietary Software with products that are substantially equivalent in function or modify the Proprietary Software so that it becomes non-infringing and substantially equivalent in function or iii) refund to Licensee the portion of the license fees paid giving rise to the infringement claim, less a

charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that Licensee has returned or destroyed and discontinued its use of such Proprietary Software. Notwithstanding anything to the contrary herein, to the extent that a third-party claim of copyright infringement concerns a third party product that is subject to a more limited indemnification protection under a third party LSLA than specified herein, Licensor's obligations hereunder shall be further limited accordingly. The foregoing sets forth Licensor's exclusive obligation and liability to the Licensee with respect to indemnification of third-party claims.

Indemnity by Licensee. Licensee shall defend, indemnify and hold Licensor harmless from and against any loss, cost and expense that Licensor incurs as a result of Licensee's use and/or custody of the Proprietary Software in any manner contrary to the limitations, obligations and requirements set forth in this LSLA. Licensor expressly reserves its right to control its defense and to negotiate a settlement of any such claim in its sole and unfettered discretion, and Licensee expressly acknowledges that exercise of such right by Licensor does not mitigate its indemnification obligations to Licensor.

Additional Licensor Remedies. In addition to any at-law remedies available to Licensor in the case of a breach by Licensee of any of the terms and conditions of this LSLA, non-payment of fees due pursuant to this LSLA constituting a breach, any one and all of the following remedies are specifically conveyed to and available to



Licensor to apply in its sole unfettered discretion:

- a) Licensee shall reimburse Licensor for the actual cost of conducting any audit wherein said breach is determined,
- b) With respect to Licensee's breach of the Restricted User provision contained herein, wherein in an audit it is determined that users other than the Authorized Users are using the Proprietary Software: 1) Licensor expressly reserves the right to recalculate the license fees to reflect properly the number of users using the Proprietary Software and assess those fees both retroactively and prospectively using the price list currently in effect at the time of discovery of the breach; 2) Licensee shall pay Licensor the resulting license fee amount in arrears which shall be calculated from the first date of violation through to the date of audit as well as applicable late charges; late charges shall be assessed against the amount due in arrears at one and one-half percent (1.5%) per month, 3) Licensee shall pay Licensor the recalculated licensee fee amount going forward from the date of audit, and 4) as deemed necessary by Licensor, the additional users shall execute a LSLA,
- c) Licensor may terminate this LSLA, and
- d) Licensor may remove or make inoperable its Proprietary Software residing on its servers or on Licensee's local or remote servers or in the cloud; Licensee shall

reimburse Licensor any cost incurred, if any, to effectuate this remedy.

- e) In the event Licensee shall attempt to use or convey any aspect of the Proprietary Software in a manner contrary to the terms of this LSLA, Licensor shall have the right, in addition to any other remedies available to it by law, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any such other remedies are inadequate.

Personal Data Privacy Consent and Acknowledgement.

Receipt of license by Licensor pursuant to this LSLA serves as affirmative confirmation of Licensee's authorization to share with Licensor certain company contact information of members of its organization that Licensee deems necessary to involve in any and all discourse and activities related to the provision of license contemplated herein. This contact information is collected and maintained by Licensor pursuant to its Privacy Statement which provides Licensor certain elections as to the care and use of the contact information provided and which can be referenced at www.Licensorassoc.com/. Licensor's Privacy Statement and its enumerated policies are intended to i) comply with all laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, security or protection of Personal Data, including without limitation, the GDPR, the UK Data Protection Act 2018, the UK GDPR, the Swiss Federal Act on Data Protection, as amended, replaced or superseded, and



any such laws, rules, regulations, directives and governmental requirements in the United States (including the California Consumer Privacy Act of 2018 (“CCPA”), Cal. Civ. Code §§ 1798.00, et seq., its implementing regulations, and similar laws passed in other states as they become effective); GDPR defined as the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “Data Privacy Regulations”) and ii) provide appropriate protection and care with respect to the treatment of Licensee provided contact information in accordance with such regulations.

Regarding Data Privacy Regulations, Licensee acknowledges that it solely i) has the responsibility to determine the applicability of such regulations to its business, ii) bears any and all compliance obligation and liability imposed upon it as derived therefrom and iii) that its limited use of the Proprietary Software pursuant to the LSLA in no way mitigates or transfers to Licensor in any this compliance and liability burden.

Proprietary Software Confidentiality.

Licensee acknowledges that by nature of executing this LSLA, it will become familiar with and will acquire knowledge of commercially valuable property of a proprietary and confidential nature belonging to the Licensor. Licensee acknowledges that the Licensor is engaged in a highly competitive industry and that its disclosure of any kind of any aspect of the Proprietary Software would be greatly prejudicial and detrimental to Licensor and would cause Licensor immediate and irreparable injury. Accordingly, Licensee specifically agrees to: 1) limit access to the

Proprietary Software to only to its direct employees who have need of the services contemplated herein and meet the definition of Authorized Users as defined herein, 2) to apprise those employees of their confidentiality obligations pursuant to this LSLA as a result of their use of the Proprietary Software, 3) to apply the same standard of care in its protection of the Licensor’s confidentiality and interests in the Proprietary Software as it would in its protection of its own confidential information, but in no case, no less than a reasonable standard of care and 4) not perform an act with any 3rd Party who is not a party to this LSLA and would be deemed a breach of this LSLA. Additionally, Licensee agrees to take such reasonable steps as may be required by Licensor from time to time that Licensor deems necessary to protect its interest in the Proprietary Software. Other than for the limited use and access provided for in this LSLA, at no time while the Proprietary Software is in its possession, or any time thereafter, shall Licensee, either directly or indirectly, disclose, divulge or reveal or aid others in obtaining anything of a proprietary and confidential nature concerning the Proprietary Software including, but not limited to source code, algorithms, methods, techniques, structure and processes, in any of its forms, be it in digital, voice, electronic, magnetic, print or any other format, without first obtaining in advance the written permission of the Licensor.

General Terms.

This LSLA is hereby incorporated into any and all Bill of Sales for Licensor’s Proprietary Software executed between Licensor and Licensee; the agreements constituting one single Agreement. In



the event of conflicting or inconsistent provisions between the agreements, the provisions per the Bill of Sale(s) shall control, but only to the extent of the conflicting or inconsistent provision(s). Any payment received by Licensor shall not be deemed to be, or be evidence of, Licensee's assent to any terms and conditions other than the terms and conditions stipulated in this LSLA. Payment made by the Licensee shall be deemed to be, and shall be evidence of its assent, to the terms and conditions of this LSLA.

This LSLA constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements, understandings, negotiations, representations by Licensor, and discussions of the Parties, whether oral or written. Any statement, agreement, representation or other communication of expression not contained herein is without authorization of, and shall not be binding on, Licensor.

No amendment, modification or waiver of this LSLA shall be binding unless executed in writing by the Parties hereto, or in the case of a waiver, by the Party granting such waiver.

No waiver of any provision of this LSLA shall constitute a waiver of any other provision of this LSLA, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

This LSLA is executed and delivered in the State of Maryland. The rights of the Parties granted under this LSLA shall be

governed, construed, and enforced under the laws of the State of Maryland.

The Parties consent to exclusive jurisdiction of the state and federal courts situated in Maryland as to all claims or disputes arising hereunder. The Parties agree that venue shall be proper in the District Court of Maryland for Baltimore County, the Circuit Court of Baltimore County in the State of Maryland, or the United States District Court for the District of Maryland, Northern Division and waive any right to object to such jurisdiction on any basis, including but not limited to forum non conveniens.

The Parties knowingly and voluntarily waive any and all rights to a jury trial in any proceeding involving any dispute or matter arising pursuant to this LSLA.

The Licensee shall not be permitted to file a lawsuit of any kind or make any claim against Licensor for any reason unless all payments claimed by Licensor, pursuant to invoices are paid in full. This provision is a condition precedent to any suit by Licensee against Licensor.

If any provision or part of any provision of this LSLA shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this LSLA, and this LSLA shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.



This LSLA may not be assigned by the Licensee without the advanced written consent of Licensor, such consent not to be unreasonably withheld. This LSLA shall be binding upon and inures to the benefit of the successors and assigns of Licensor.

This LSLA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same LSLA. This LSLA may be executed and delivered via facsimile or e-mail transmission with the same force and effect as if it were executed and delivered by the parties in the presence of one another.

The Parties have reviewed and commented on this LSLA. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this LSLA.

Throughout the course of the negotiations leading to the execution of this LSLA, both Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choice regarding the provisions of this LSLA.

Section headings or captions are used in this proposal for convenience only and do not limit or otherwise affect the meaning of any provision of this LSLA.

Licensor shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Licensor's control which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services or through acts of God.