SHIPA END USER LICENSE AGREEMENT

This SHIPA MASTER LICENSE AND SUPPORT AGREEMENT (this "Agreement") governs your use of the following software and services offered by Shipa, Corp. ("Shipa"): Licensed Software, and Support Services (all as defined in Section 1 of this Agreement). Specific business terms associated with your subscription to the Licensed Software and Support Services will be set forth in an ordering document that references this Agreement ("Order Form"). All Order Forms shall either be (i) executed by you and Shipa, or (ii) executed by you and a Reseller (as applicable). This Agreement is a legally binding contract between the entity accepting it ("you" or "your" or "Customer") and Shipa. If a separate written license agreement with respect to any Licensed Software exists between Customer and Shipa, the terms of that written license agreement (excluding the pre-printed terms of any purchase order, confirmation or similar document, which will have no effect and will not be considered agreed to by Shipa) shall take precedence over this agreement, and you acknowledge that you are bound by the terms of that written license agreement.

By clicking "I Accept," using the Licensed Software or Support Services in any way, signing an Order Form that incorporates these terms, or issuing payment in relation to this Agreement, you are agreeing to be bound by the terms of this Agreement. Do not click "I Accept," or use the Licensed Software or the Support Services if you are unwilling or unable to be bound by this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms and conditions of this Agreement.

1. **Definitions.** The following defined terms and definitions, together with any defined terms and definitions contained in the body of this Agreement shall apply:
   a. "License Metric" means a unit of measurement, such as a Core or a Node, limiting the installation or use of the Licensed Software, as defined in the applicable Order Form.

b. "Licensed Software" means the proprietary closed-source Shipa software components identified in an Order Form, including any software updates, revisions, error corrections, and enhancements to the foregoing which are provided to Customer by Shipa pursuant to the Support Services provided hereunder.

c. "Shipa Edition" means the particular Shipa-approved combination of Shipa software components and third-party software components (i.e., the Licensed Software and the Shipa Open Source Stack) for which Shipa provides Support Services hereunder, as identified on the Order Form, including any software, software updates, revisions, error corrections, and enhancements to the foregoing which are provided to Customer by Shipa pursuant to the Support Services provided hereunder.

d. "Open Source Stack" means the Shipa open source software and third-party open source software (i) which are listed under the Open Source Stack heading on an applicable Order Form and (ii) for which Shipa offers Support Services.

e. "Production Environment" means any live or production use of the Licensed Software (whether internal or external), including, without limitation, beta tests and limited releases of production applications for testing purposes.

f. "Reseller" means an authorized reseller of Shipa that has entered into an agreement with Shipa to resell the Licensed Software and Support Services.

g. "Support Services" means the Support Level listed in an Order Form, as described in Shipa's then-applicable standard Support and Maintenance Terms located at https://Shipa.com/legal/support-terms.

2. **Support & Services.** During the Order Form Term (as defined in Section 8 of this Agreement), and provided that all applicable fees have been timely paid, Shipa will use commercially reasonable efforts to provide the Support Services indicated on the applicable Order Form for the Open Source Stack and, if applicable, the Licensed Software. If and as indicated on an applicable Order Form, and subject to payment of all fees, Shipa will use commercially reasonable efforts to provide certain services as set forth in as described in such Order.

3. **Open Source.** Customer acknowledges that the components of the Open Source Stack are, and elements of the Licensed Software may be, provided pursuant to various open source licenses (as may be identified to Customer by Shipa from time to time), and Customer's use of such components shall be governed solely by (and nothing herein shall limit any of Customer's rights under) the applicable open source licenses.

4. **Grant of License.** If Customer purchases the Licensed Software, then, subject to Customer's compliance with all of the terms and conditions of this Agreement (including, without limitation, any limitations or restrictions set forth on the Order Form, payment of all fees, and any applicable use limitations), Shipa grants Customer a personal, nonsublicensable, nonexclusive right during the Order Form Term (as defined below) to use the Licensed Software in object code form only for Customer's internal business purposes and in accordance with Shipa's generally published technical documentation regarding the Licensed Software (the "Documentation"), which may be updated by Shipa from time to time. Customer may only use the Licensed Software in accordance with the License Metric limitations set forth in a relevant Order Form; provided that Customer may not use more than one instance of the Licensed Software on any single License Metric unit. Customer understands that notwithstanding the use of terms such as "purchase" or "order" in this Agreement, the Licensed Software and Open Source Stack are licensed and not sold and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Licensed Software or the Open Source Stack.

(a) Evaluation licenses. If Customer is licensing the Licensed Software for evaluation purposes, Customer's use of the Licensed Software is only permitted (i) in a non-Production Environment and for the period and License Metric quantity set out in (i) an Order Form; (ii) other confirmation provided by Shipa; or (iii) if there is no such Order Form or confirmation, then

evaluation period will be ninety (90) days and Customer shall be limited to ten (10) Cores or Nodes. Notwithstanding any other provision in this Agreement, an evaluation license to the Licensed Software is provided "AS-IS" without indemnification, support, or warranty of any kind, expressed or implied.

5. **Provision of the Licensed Software.** Upon execution of an Order Form and notice to Shipa by Reseller, Shipa will, at its expense, make the Licensed Software available for download. The Licensed Software will be deemed delivered when the electronic download is available.

6. **Ownership; Restrictions.** Customer agrees and acknowledges that, as between the parties, Shipa and its licensors are the owners of all right, title and interest in and to the Licensed Software, the Documentation, , all updates, upgrades, and derivative works of the Licensed Software and Documentation, and all intellectual property rights therein, and that Customer shall not obtain or claim any ownership interest in the foregoing. Customer agrees and acknowledges that the Licensed Software and Documentation contain the valuable trade secrets and proprietary information of Shipa and its licensors which have been developed at great expense. Customer shall not and shall not cause or permit any third party to obscure, alter or remove any patent, copyright, trademark or service mark, marking or legend contained on or in any Licensed Software or Documentation. In addition, Customer will not (and will not cause or permit any third party to) (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Licensed Software (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) sell, assign, distribute, provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Licensed Software (except as expressly and specifically authorized by Shipa), (iii) possess or use any Licensed Software, or allow the transfer, transmission, export, or re-export of any Licensed Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency, (iv) disclose to any third party any benchmarking or comparative study involving any Licensed Software without Shipa's written consent (not to be unreasonably withheld), or (v) modify, adapt, translate or create derivative works based on any Licensed Software. Prior to disposing of any media or apparatus containing any part of the Licensed Software, Customer shall non-recoverably erase any Licensed Software contained therein, and, upon request, provide certification of such erasure from an officer of Customer that supervised the erasure. All the limitations and restrictions on Licensed Software in this Agreement also apply to Documentation. CUSTOMER ACKNOWLEDGES THAT THE LICENSED SOFTWARE MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE ORDER FORM TERM AND/OR USE INCONSISTENT HEREWITH.

7. **Fees, Payment, and Taxes.** Customer shall pay all license, support and other fees as set forth on each Order Form ("Fees"). Unless otherwise set forth on an applicable Order Form, all Fees shall be payable within thirty (30) days of the date of Shipa's invoice therefor. All payments shall be made in United States Dollars, and within the borders of

the United States. Any payments that are more than thirty (30) days overdue will bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. The Fees payable hereunder are exclusive of any sales, use, excise, value added, import, or other applicable taxes, tariffs or duties ("Taxes"). Customer is solely responsible for payment of all Taxes except for any taxes based solely on Shipa's net income. If Customer is required to pay any Taxes, Customer shall pay such Taxes with no reduction or offset in the Fees payable to Shipa hereunder. If Shipa has the legal obligation to pay or collect Taxes for which Customer is responsible, Customer agrees to pay such Taxes and Shipa will invoice the appropriate amount to be paid by Customer and Customer shall pay each such invoice in accordance with the payment terms herein. Shipa reserves the right to change the Fees upon thirty (30) days' prior notice (which may be sent by email) and to institute new charges and Fees at the end of the Initial Term or the then current Renewal Term (as defined in Section 8 of this Agreement). Except as expressly stated in this Agreement, all Fees paid are non-refundable. The terms of this Section apply when Customer enters an Order Form with Shipa. If Customer enters into an Order Form with Reseller, then all payment terms and pricing shall be subject to such Order Form.

8. **Term and Termination.** The term of this Agreement shall commence as of the Effective Date and continue until the expiration of all Order Form Terms. If no Order Form has been executed within one (1) year of the Effective Date, this Agreement shall automatically terminate. For each Order Form, unless otherwise specified therein, the term of the Order Form shall begin as of the Order Form Effective Date set forth on such Order Form, and, unless earlier terminated as set forth herein, shall continue for the initial term specified on such Order Form (the "Initial Term"). Unless otherwise specified on an Order Form, following the Initial Term, the Order Form shall automatically renew for additional successive periods equal to the Initial Term (each, a "Renewal Term(s)") (the Initial Term and Renewal Term(s) shall collectively be the "Order Form Term") unless either party notifies the other party of such party's intention not to renew no later than sixty (60) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. This Agreement and any applicable Order Form may be terminated (i) by either party, if the other party breaches any material provision of this Agreement (including, without limitation, any payment obligations hereof), and such breach remains uncured for at least thirty (30) days following receipt of notice thereof from the non-breaching party, (ii) by either party upon written notice to the other if any assignment is made by such other party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of such other party's property, or if such other party files a voluntary petition under federal bankruptcy laws or similar state or foreign statutes or such petition is filed against such other party and is not dismissed within one hundred twenty (120) days. Except as expressly provided herein, upon any expiration or termination of this Agreement, all rights, licenses and obligations of the parties shall immediately cease and terminate. The provisions of Sections 1, 3, 6, 7 (with respect to amounts incurred prior to termination or expiration) and 8 through 16 shall survive the termination or expiration of this Agreement in accordance with their terms. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

9. **Confidentiality.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business in the course of this Agreement that should reasonably be considered to be confidential given the nature of the information disclosed or the circumstances of disclosure (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Customer shall not provide any Proprietary Information to Shipa that is not necessary for Shipa to perform its obligations under this Agreement. The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees and contractors with a "need-to-know the Proprietary Information to perform of its obligations under this Agreement and whom have entered into agreements with such employees and contractors that are just as protective of the Proprietary Information as the terms of this Agreement, (iii) to use such Proprietary Information only to the extent necessary to exercise its rights or perform its obligations under this Agreement, and (iv) to take the same security precautions to protect against disclosure or unauthorized use of or access to the Proprietary Information that the Receiving Party takes with its own Proprietary Information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without access to or use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (to the extent legally permitted) and the opportunity to contest such order.

10. **Data.** Shipa may collect data relating to the use and performance of the Licensed Software and Open Source Stack. Shipa is free to collect, analyze such data and other information relating to the provision, use and performance of the Licensed Software and Open Source Stack provided that Customer cannot be identified and such data is used solely in an aggregate or other de-identified form. Additionally, Customer hereby grants Reseller authorization to provide to Shipa information relating to Customer's permitted Node usage and identity.

11. **Feedback.** Customer may, though has no obligation to, provide Shipa with feedback related to the Licensed Software or Open Source Stack (e.g., feedback related to usability, performance, interactivity, bug reports and test results of the Licensed Software or Open Source Stack) ("Feedback"). If Customer provides Feedback, Customer hereby grants Shipa a nonexclusive, irrevocable, worldwide, perpetual, royalty free, fully paid-up license to use disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind.

12. **Usage Review;** Certification. In addition to any product-specific usage reporting requirements set out in an Order Form, Customer agrees that it will provide a written

certification at least once (1) per annual period to certify its compliance with any License Metric limitations set out in any relevant Order Form(s) together with other restrictions set out herein (the, "Certification"). Such Certification must be submitted with corresponding diagnostic bundles evidencing Customer's compliance with the License Metric restrictions set out in the relevant Order Form(s) and must be signed an authorized representative (VP or higher) of Company. If such a Certification identifies use of the Licensed Software in excess of that for which Company is licensed, then Company shall pay to Shipa any fees attributable to such use (which shall be based on Shipa's current price list then in effect from the date that Customer exceeded the relevant License Metric).

13. **Audit.** If Customer is unwilling or unable to provide the annual Certification described in Section 12, or if Shipa has a reasonable good faith belief that Customer is in breach of Sections 5, 6 or 8, then Shipa reserves the right to audit Customer's use of the Licensed Software and Customer's compliance with this Agreement, including any license restrictions or support limitations in an applicable Order Form, upon five (5) days' notice, but no more frequently than once every twelve (12) months. Customer will provide reasonable information, access, and assistance in connection with such audit. Without limiting Shipa's other rights and remedies in law or equity, should Shipa learn that Customer has exceeded relevant license limitations or other restrictions in an applicable Order Form, or is otherwise not using the Licensed Software in accordance with the terms and conditions of this Agreement, then, in addition to paying any additional fees attributable such use (which shall be based on Shipa's current price list then in effect from the date that Customer exceeded the relevant license limitations), if the Customer's usage exceeds five percent (5%) of what is specified in the Order Form, then Customer agrees to reimburse Shipa for the cost of the audit without limiting Shipa's other rights under this Agreement. Provided it does not identify Customer, Shipa will be free to use for development, diagnostic and corrective purposes any data and information it so collects relating to diagnosis, problems, systems, performance, use or functionality, and may allow others to do so.

14. **Indemnification.** Shipa shall defend Customer from any third party claim or action brought against Customer to the extent based on the allegation that the Licensed Software infringes any United States patent, copyright or trademark, or misappropriates any trade secret. Shipa's obligation to defend the claims described in this Section shall be limited to: (i) the payment for the cost of defense of the third party claim incurred by Shipa, (ii) the payment of any settlements agreed to by Shipa in a writing signed by an officer of Shipa, and/or (iii) final judgments awarded to the third party claimant by a court of competent jurisdiction. Shipa's obligation to defend the claims described in this Section is conditioned on Customer (a) providing Shipa with prompt written notice of any claim (provided that failure to give prompt notice shall only limit Shipa's obligations under this Section to the extent that such failure prejudices Shipa in its defense of the claim), (b) granting Shipa sole control of the defense and settlement of the claim (provided that Shipa will not settle any claim that requires Customer to pay any amounts not covered by Shipa or make any admission of wrongdoing), and (c) providing reasonable information and assistance to Shipa in the defense or settlement of the claim at Shipa's expense.

Shipa's obligations under this Section 14 shall not apply with respect to any infringement arising from or related to: (i) the Open Source Stack or open source software components; (ii) any method or process in which the Licensed Software may be used; (iii) any compliance with Customer's designs or specifications; (iv) use of any version of the Licensed Software other than the current unaltered release of the Licensed Software; (v) the combination, operation or use of the Licensed Software with the Open Source Stack or any software, data or hardware that is not provided by Shipa; (vi) any modifications to the Licensed Software that are not made by Shipa; or (vii) Customer continuing allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (viii) Customer's using such Licensed Software in a manner that is not strictly in accordance herewith. THIS SECTION SETS FORTH SHIPA'S SOLE LIABILITY (AND CUSTOMER'S SOLE REMEDY) FOR ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

15. **Warranty and Warranty Disclaimer.** Each party represents and warrants that: (i) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the person signing this Agreement (or an Order Form adopting this Agreement) on its behalf has been duly authorized and empowered to enter into this Agreement; and (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms. EXCEPT AS OTHERWISE PROVIDED HEREIN, Shipa DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, OPEN SOURCE STACK, SUPPORT SERVICES, AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, Shipa SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN THE LICENSED SOFTWARE OR OPEN SOURCE STACK WILL MEET CUSTOMER'S REQUIREMENTS OR WILL OPERATE IN COMBINATIONS OR IN A MANNER SELECTED FOR USE BY CUSTOMER, OR THAT THE OPERATION OF THE LICENSED SOFTWARE OR OPEN SOURCE STACK WILL BE UNINTERRUPTED OR ERROR FREE.

16. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, NEITHER Shipa NOR ANY OF ITS LICENSORS SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER HEREOF OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY DAMAGES IN AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES PAID TO IT HEREUNDER WITH RESPECT TO THE APPLICABLE LICENSED SOFTWARE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH DAMAGES; (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES

OR RIGHTS; (III) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; (IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE LICENSED SOFTWARE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE LICENSED SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE LICENSED SOFTWARE IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED. THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT Shipa WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

17. **Resellers**. If Customer executed an Order Form with a Reseller, Customer acknowledges that (i) price and payment terms must be established separately and independently between the Customer and Reseller, (ii) this Agreement constitutes the entire agreement between Customer and Shipa regarding the license rights for the Licensed Software or performance of Support Services as described above and is controlling, (iii) other than this Agreement, the terms and conditions of any purchase order or ordering document between Customer and Reseller are not binding on Shipa, (iv) the Reseller is not authorized to alter, amend or modify the terms of this Agreement or to otherwise grant any license of other rights relating to the Licensed Software or Support Services, and (v) Customer's nonpayment of any amount due to a Reseller shall constitute a basis for Shipa's termination of this Agreement. Customer further acknowledges that Shipa makes no representation or warranty with regard to any services provided by any Reseller or any actions or failures to act by any Reseller.

18. **Miscellaneous.** Neither this Agreement nor any rights, obligations or licenses granted hereunder may be assigned or delegated by either party without the prior written consent of the other party; provided that Shipa may assign this Agreement without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement. Customer acknowledges and agrees that (i) Shipa may use Customer's name and logo to identify Customer as a customer of Shipa on its website and in case studies, press releases, and other advertising, marketing and promotional materials, and (ii) Customer shall make itself reasonably available for reference calls and to provide quotes for marketing and publicity purposes. The provisions hereof are for the benefit of the parties only and not for any other person or entity. For all purposes hereof and in the performance of its obligations under this Agreement, Shipa is and shall remain an independent contractor and nothing in this Agreement shall be deemed or construed to create an employment relationship between Customer and any employee, agent or independent contractor of Shipa. Neither party shall have any authority to, nor shall a party attempt to, insure any obligations on behalf of the other party or to make any promise, representation or contract of any nature on behalf of the other party. Any notice, report, approval, authorization, agreement or consent required or permitted hereunder shall be in writing; notices shall be sent to the addresses set forth herein, or to any updated address that a party may provide by written

notice. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. If Customer is not located in the United States, any dispute arising from or relating to the subject matter of this agreement shall be finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of JAMS ("JAMS") then in effect, by an arbitrator with substantial experience in resolving complex commercial contract disputes, who will be chosen from the appropriate list of JAMS arbitrators. If the parties cannot agree upon the identity of an arbitrator within fifteen (15) days following the Arbitration Date, then an arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. Any arbitrator so selected shall have substantial experience in the enterprise software industry. The arbitrator shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator. This Agreement governs all Order Forms and is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing; however, any pre-printed or standard terms of any purchase order, confirmation, or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect. The substantially prevailing party in any action to enforce this agreement will be entitled to recover its attorney's fees and costs in connection with such action. The Licensed Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Licensed Software by any government entity is prohibited, except as expressly permitted by the terms hereunder. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. Contractor/manufacturer is Shipa, Inc. with offices at 225 Bush Street, 7th Floor, San Francisco, CA 94109.