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1.7 Confidentiality. The Application is confidential and proprietary to Licensor. The Application may not be shared or disclosed by Licensee to any third party.

1.8 Functionality. Application users may not have access to all of the available Application functionality. Certain features of the Application may differ depending on the user device. Last, different devices and platforms may allow for slightly varied functionality.

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2.3 Cessation of Use; Deletion of Application. Upon termination of this EULA for any reason, Licensee shall promptly cease using the Application and shall delete it from all devices.

2.4 Injunctive Relief. Licensee acknowledges and agrees that its failure to comply with the terms of this EULA is likely to cause irreparable harm to Licensor that is not fully compensable by money damages and therefore Licensor may not have an adequate remedy at law. Therefore, Licensee agrees that, in the event of a breach or threatened breach of any of the material terms of this EULA by the Licensee, the Licensor shall be entitled to seek a preliminary and final injunction restraining the breach and/or to seek specific performance, without the necessity of posting any bond or undertaking in connection therewith. Any equitable remedies sought by Licensor shall be in addition to, and not in lieu of, all remedies and rights that the Licensor otherwise may have arising under applicable law or by virtue of any breach of this EULA.

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2.6 Survival. The duties, rights and obligations under this Section 2.6, and Sections 3.2, 3.4, 3.5, and 8 shall survive any termination of this EULA.

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6. **Export Controls.** Licensee agrees to comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the U.S. Export Administration Regulations ("**U.S. Export Controls**"). Without limiting the generality of the foregoing, Licensee expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer the Application or any direct product thereof to any destination, company, or person restricted or prohibited by any U.S. Export Controls.

7. **Collection and Use of Data.** Any data provided by Licensee to Licensor as part of your use of the Application shall be subject to Licensor's privacy policy. Licensee agrees that

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8. **Miscellaneous.**

8.1 The headings used in this EULA are for convenience only and are not intended to be used as an aid to interpretation.

8.2 Licensor shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its reasonable control, including acts of nature and any events, acts, or omissions fully attributable to third parties.

8.3 No delay or failure of Licensor in exercising any right hereunder, nor any partial exercise thereof, shall be deemed a waiver of any of Licensor's rights unless evidenced by a signed writing expressly waiving such right(s).

8.4 The parties enter this EULA as, and shall remain, independent contractors with respect to one another. Nothing in this EULA is designed to create, nor shall create between them, a partnership, joint venture, agency, or employment relationship.

8.5 Except for any agreement that may exist between your employer and Licensor, this EULA constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. The invalidity or unenforceability of any terms or provisions of this EULA shall not affect the validity or enforceability of any other terms or provisions.

8.6 All notices required or permitted under this EULA shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, or by personal courier, to an appropriate officer of the party receiving such notice and at the addresses set forth in the Order, or any more recent address known to the sending party.

8.7 Except where the Licensee is a U.S. Government End User, (a) this EULA shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia (without regard to its principles of conflicts of law), and (b) the parties irrevocably consent to the exclusive personal jurisdiction and venue in the state courts located in Arlington County, Virginia and the United States District Court for the Eastern District of Virginia. If Licensee is a U.S. Government End User, this EULA shall be governed by and interpreted in accordance with federal procurement law.