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**INFRALINK® APPLICATION**  
**SOFTWARE AS A SERVICE (SaaS) AGREEMENT**

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3.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Section 3 ("Term").

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

8.2 In the event of a conflict between the terms of this Agreement and the terms of any contract under which the Software was acquired ("Order"), the terms of the Order shall control.

8.3 Neither party shall be responsible for delays or failures in its performance resulting from acts or omissions beyond such party's reasonable control, including acts of nature and any events, acts, or omissions fully attributable to third parties.

8.4 Licensee is responsible for all fees and charges imposed by Licensee's telephone carriers, wireless providers, and other voice and/or data transmission providers arising out of access to and use of the Services. If Licensee's broadband connection and/or telephone service fails, or Licensee experiences a power or other failure or interruption, the Services may also cease to function for reasons outside of Licensor's control.

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

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

8.7 All notices required or permitted under this Agreement 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.

8.8 Except where the Licensee is a U.S. Government End User, (a) this Agreement 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 Agreement shall be governed by and interpreted in accordance with federal procurement law.

8.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No amendment to this Agreement shall be binding on either party unless such amendment is in writing and signed by both parties to this Agreement. The invalidity or unenforceability of any terms or provisions of this Agreement shall not affect the validity or enforceability of any other terms or provisions.