SCHEDULE A

Royalty-Free End User License Agreement

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If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.

15. Choice of Law/Attorney’s fees
This Agreement will be governed in all respects by the laws of the State of California, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of California for Orange County and the United States District Court for the District of California located in Santa Ana are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If COMPANY is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse COMPANY for its legal fees and disbursements if COMPANY is successful.

16. Waiver
No action of COMPANY, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

17. Entire Contract
This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.

☐ I accept
☐ I do not accept