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“Application” means an individual computer program that is designed, built and/or maintained by User or licensed by User from a third party for its internal business purposes.

“Application Component Identifiers” means certain application binaries, header files, hashed data and/or other meta data related to Application(s) that serve to identify what software components are included within the Application.

“Documentation” means the user guide and technical specifications for the Proprietary Software Applications delivered by Sonatype along with the Proprietary Software Applications as may be updated by Sonatype from time to time.

“Effective Date” means the date on which User accepts the terms and conditions of this Agreement.

“Open Source Software” means any third-party open source software or other similar community or free software of any type (including software code licensed under any version of the GNU GPL, Mozilla or Apache licenses).

“Proprietary Software Applications” has the meaning set forth above and includes any and all hosted data services made available by Sonatype for use in conjunction with such Proprietary Software Applications.

“Reports” means any reports or data generated by the Proprietary Software Applications by, for and/or on behalf of User.

Sonatype and User may be referred to individually in this agreement as a “Party” or collectively as the “Parties.”

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NOTICES, GOVERNING LAW AND JURISDICTION. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by overnight courier, upon written verification of receipt; or (b) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to the last known address of each Party; provided that any and all notices sent to Sonatype shall be sent to: Sonatype, Inc., 8161 Maple Lawn Blvd, Suite 250, Fulton, MD 20759, Attention: Legal Department, unless Sonatype designates a different address by providing written notice to User. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of laws or choice of law rules, and each Party agrees to submit to the exclusive jurisdiction of the State and Federal courts located in the State of Maryland. The Parties expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

GENERAL

Export Compliance. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions when providing and using the Proprietary Software Applications. Without limiting the foregoing, (i) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) User shall not permit use of or access to the Proprietary Software Applications in violation of any U.S. export embargo, prohibition or restriction. Furthermore, User will not, directly or indirectly, remove or export from the United States or allow the export or re-export of any part of the Proprietary Software Applications: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority.

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No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and the Parties acknowledge that this Agreement is intended solely for the benefit of the Parties, their successors and permitted assigns, and nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

Waiver and Cumulative Remedies; Severability; Contract Interpretation. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. The captions to the Sections of this Agreement are not a part of this Agreement but are merely guides or labels to assist in locating and reading the Sections hereof. The terms “this Agreement,” “herein,” “hereof,” “hereunder” and similar expressions refer to this Agreement and not to any particular section or other portion hereof. Except as expressly provided otherwise, references herein to “days” are to calendar days. Any use of the term “including” in this Agreement shall be construed as if followed by the phrase “without limitation.”

Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by an authorized representative of each Party; provided that Sonatype reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Proprietary Software Applications at any time, effective upon making an updated version of this Agreement available to User. User is responsible for regularly reviewing this Agreement, and continued use of the Proprietary Software Applications after any such changes shall constitute User’s consent to such changes.