



**END-USER LICENSE AGREEMENT
NYQUIST C4000 SOFTWARE PLATFORM**

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- b. “Documentation” means any manuals, drawings, technical information, and other for or relating to the Platform.
- c. “Open Source Components” means components (including, without limitation, programs, applications, tools, utilities, libraries, and other programming code) of the Platform that are made available from third parties under a free or open source software licensing model.
- d. “Platform” means the Nyquist C4000 software platform, for use with the Nyquist C4000 Series communication system.
- e. “Proprietary Components” means those components of the Platform owned or licensed by Bogen, excluding the Open Source Components.
- f. “Third Party Licensors” and “Third Party Software” have the meanings stated in [Section 2.e](#) below.

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10. **EXPORT LAWS.** The terms of this EULA are subject to any and all laws, regulations, orders or other restrictions with respect to the export from the United States of America. The Platform may be subject to the U.S. Export Administration Act and its associated regulations and international import and export regulations, and Licensee agrees to comply with such Act and regulations. Licensee shall not export or re-export the Platform without full compliance with such laws, regulations, orders and other restrictions, including, without limitation, obtaining all necessary approval from all required governmental agencies and without the prior written consent of Bogen.

11. **GOVERNMENT RESTRICTED RIGHTS.** If Licensee uses the Platform on behalf of the U.S. Government, the following provisions apply: (i) if the Platform or any portion thereof is supplied to the Department of Defense or any related agency or service, such software will be classified as "Commercial Computer Software" and the Government is acquiring only rights as set forth in this EULA; and (ii) if the Platform or any portion thereof is supplied to any other unit or agency of the United States Government, such software will be considered "restricted computer software" and the Government's rights in such software are set forth in the Federal Acquisition Regulations. The Contractor for the Programs is Bogen Communications LLC, 1200 MacArthur Blvd., Suite 304, Mahwah, NJ 07430-2331.

12. **GENERAL**

a. **Entire Agreement.** This EULA is the entire agreement between Licensee and Bogen relating to the Platform and Documentation, and it supersedes all prior or contemporaneous oral or written communications with respect to the Platform or any other subject matter covered by this EULA. Bogen may make changes to this EULA, by posting such changes on [the Bogen website](#). Licensee's continued use of the Platform shall be deemed consent of the most recent terms.

b. **Authority.** If the Platform is installed on computers owned by a corporation or other legal entity, then this EULA is formed by and between Bogen and such entity. The individual agreeing to the terms



and conditions of this EULA represents and warrants to Bogen that they have the authority to bind such entity to the terms and conditions of this EULA.

c. Assignment. Licensee shall not have the right to assign, transfer, or sublicense any obligations or benefits under this EULA (including by operation of law) without Bogen's prior written consent.

d. Third Party Beneficiaries. Bogen's suppliers and licensors are third party beneficiaries to this EULA.

e. Severability. If any provision of this EULA is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be severed from this EULA and all other provisions shall remain in full force and effect.

f. Governing Law. This EULA is governed by the laws of the State of Delaware, without reference to any conflict of laws principles.