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- c. Licensee shall indemnify, defend and hold Advantech and its licensor, if applicable, harmless from any loss, cost or damage resulting from Licensee's breach of this Agreement, including without limitation attorneys' fees and costs relating to any lawsuit or threatened lawsuit

12. TERMINATION

- a. Each Party may terminate this Agreement if the other party (i) fails to cure its breach of this Agreement within fifteen (15) days after receipt of the non-breaching party's written notice, (ii) commits material breach of this Agreement, or (iii) is in a critical financial situation (such as in an insolvency, receivership or bankruptcy proceedings, making an assignment for the benefit of creditors) or dissolves or ceases to do business.
- b. Upon termination of this Agreement, Licensee shall immediately cease to use Licensed Software Product, return or destroy any copy of Licensed Software Product, Documentation and Confidential Information, in its possession or control.
- c. Notwithstanding the foregoing, Articles 1, 2.b, 2.c, 5, 6.b, 7-11, 12.c, 13-16 shall survive any expiration or termination of this Agreement. Expiration or termination of this Agreement does not affect either party's rights accrued and obligations incurred before expiration or termination.

13. ENTIRE AGREEMENT

- a. This Agreement constitutes the entire agreement of the parties with respect to subject matter hereof, and supersedes any and all prior oral or written agreements, representations and understanding

14. GOVERNING LAW AND JURISDICTION

- a. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- b. Any dispute arising out of this Agreement shall be referred to Hong Kong International Arbitration Centre and finally resolved by arbitration in Hong Kong, under the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted.

15. EXPORT COMPLIANCE

- a. Licensee shall not to export, import or transfer Licensed Software Product and Documentation to any country or end user, or for any known end use, that is prohibited by any applicable laws or regulations (including those countries from time to time subject to embargo by U.S.A., European Union or Taiwan government authorities).
- b. Licensee shall assure that Licensed Software Product and Documentation will not be exported, imported, transferred or used contrary to applicable laws or regulations of any other governmental authorities that has jurisdiction over such export, import, transfer or use.

16. MISCELLANEOUS

- a. Neither party shall be held liable for nonperformance of this Agreement when it is caused by events or circumstances beyond the control of that party, for so long as the events or circumstances are continuing.
- b. Amendment or modification of this Agreement shall be made in writing by the parties.
- c. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that Licensee shall have no right to assign this Agreement or delegate its obligations hereunder without obtaining Advantech's prior written consent.
- d. Failure by Advantech to enforce any provision of this Agreement shall not constitute waiver of or estoppel with respect to Advantech's any right or remedy hereunder.
- e. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated
- f. The heading of article herein is solely for convenience of reference only; in no event shall it control the meaning or interpretation of any provision of this Agreement.

EXHIBIT A: OPEN SOURCE SOFTWARE / THIRD PARTY SOFTWARE

Licensed Software Product contains the following Open Source Software:

Health Guard v0.24 and later version

component	Version	License	Comment/link
ethtool	42ed695e3de8	Apache-2.0	https://github.com/safchain/ethtool
go-json-rest	ebb33769ae01	MIT	https://ant0ine.github.io/go-json-rest
go-json-rest-middlewre-jwt	be2a0500d9b3	MIT	https://github.com/StephanDollberg/go-json-rest-middlewre-jwt
go-ps	621e5597135b	MIT	https://github.com/mitchellh/go-ps
govalidator	f61b66f89f4a	MIT	https://github.com/asaskevich/govalidator
ini	v1.49.0	Apache-2.0	https://ini.unknwon.io/
snmpgo	v3.2.0	MIT	https://github.com/k-sone/snmpgo
cli	v1.22.1	MIT	https://github.com/urfave/cli
netlink	v1.1.0	Apache-2.0	https://github.com/vishvananda/netlink
bbolt	v1.3.4	MIT	https://github.com/etcd-io/bbolt
clog	v2.1.0	MIT	https://github.com/go-clog/clog

Health Guard exporter v0.14 and later version

component	Version	License	Comment/link
client_golang	v1.0.0	Apache-2.0	https://github.com/prometheus/client_golang
Ini	v1.44.0	Apache-2.0	https://ini.unknwon.io/
Clog	v2.1.0	MIT	https://github.com/go-clog/clog

Health Guard-summary v0.20 and later version

None.

Health Guard-smbios v1.04 and later version

None.

Diagnostic framework (DUI) v0.66 and later version

Component	Version	License	Comment
libxml2	2.9.1	MIT	http://www.xmlsoft.org/
nanomsg-next-generation	1.1.1	MIT	https://github.com/nanomsg/nng
msgpack-c	3.1.1	Boost Software License	https://github.com/msgpack/msgpack-c
cJSON	1.7.14	MIT	https://github.com/DaveGamble/cJSON

tview	0.20	MIT	https://github.com/rivo/tview
tcell	1.3.0	Apache License 2.0	https://github.com/gdamore/tcell

LCDDKit v0.14 and later version

FreeType v2.3.11 is dynamically linked in lcd_mkfont.
<https://www.freetype.org/>

PSU-Status v0.42 and later version

None.

Sensor Reader v0.40 and later version

Component	Version	License	Comment
libyaml	0.2.1	MIT	https://github.com/yaml/libyaml

Network Device Identifier v1.26 and later version

None.

FRU Utility v2.42 and later version

None.

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None.