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May __, 2014

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9. TERM AND TERMINATION

(a) Term. This Agreement shall continue in full force and effect unless and until terminated as provided herein.

(b) Termination.

(i) If either party defaults in the performance of any provision of this Agreement, then the non-defaulting party may give written notice to the defaulting party that if the default is not cured within thirty (30) days the Agreement will be terminated. If the non-defaulting party gives such notice and the default is not cured during the thirty (30) day period, then the Agreement will terminate immediately upon notice by the non-defaulting party.

(ii) This Agreement will terminate automatically without notice, (a) upon the institution by or against Licensee of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Licensee's debts, (b) upon Licensee's making an assignment for the benefit of creditors, or (c) in the event of Licensee's dissolution or insolvency.

(iii) Licensee may terminate this Agreement for any reason or for no reason upon written notice to Echelon.

(c) Effect of Termination. In the event of termination of this Agreement, all rights and licenses granted herein shall terminate, except that the following provisions shall apply: (i) Licensee may continue to distribute Licensee's Application for a period of ninety (90) days after the effective date of such termination; and (ii) Licensee may continue to use the Licensed Software only to provide support for third party End Users existing as of the end of the ninety (90) day period only for so long as Licensee is contractually obligated to provide such support and for internal End Users for a one hundred eighty (180) day period after the effective date of termination; provided, however, that the foregoing provisions shall not apply if this Agreement is terminated for the material default of Licensee or by Licensee under Section 12(b)(iii). Promptly following termination of Licensee's rights under this Section 12(c), Licensee shall return to Echelon all copies of the Licensed Software then in its possession or control and shall erase any such copies from computer memory.

(d) Survival. The parties' rights and obligations under Sections 2(c), 2(d), 2(e), 3, 4, 5, 6, 7(a), 8, 9(d), 9(e), 10, and the relevant provisions of Section 11, shall survive any termination of this Agreement. All End User licenses granted by Licensee to third party End Users prior to termination or during the ninety (90) day period provided for in Section 9(c) above, as applicable, shall also survive. In addition, Licensee's license shall survive with respect to copies of Licensee's Application containing Licensed Software that were distributed to End Users internally prior to termination or during the ninety (90) day period provided for in Section 9(c) above, as applicable, for so long as Licensee is not in breach of the applicable provisions as set forth in Section 2.

(e) No Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision. The rights of Echelon under this Section 9 are in addition to any other rights and remedies provided by law or under this Agreement.

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(a) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflict of laws principles. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Licensee hereby consents to jurisdiction and venue in the state and federal courts sitting in the Northern District of California.

(b) Waiver. The failure or delay of either party to exercise any right under this Agreement may not be construed as a waiver of that right, and no waiver of any term or condition of this Agreement shall be valid or binding on either party unless set forth in a writing signed by such party.

(c) No Assignment. Echelon may assign or delegate its rights or obligations hereunder in the case of a transfer of ownership or control of all or substantially all of its assets to which this Agreement pertains. No assignments or delegations by either party other than those set forth herein shall be permitted, and any such attempted assignment by either party in violation of this Section 14(c) shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, heirs and legal representatives.

(d) Independent Contractors. The relationship of Echelon and Licensee established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners, franchiser and franchisee or otherwise as participants in a joint or common undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. All financial obligations associated with each party's business are the sole responsibility of that party.

(e) Compliance with Laws. In exercising its rights under this license, Licensee shall fully comply with the requirements of any and all applicable laws, regulations, rules and orders of any governmental body having jurisdiction over the exercise of rights under this license.

(f) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or otherwise delivered by hand, by messenger, by courier or by telecommunication, to the parties set forth above. In the case of Echelon, such notices shall be addressed to the General Counsel, with a copy to Echelon IzoT Product Manager, and in the case of Licensee, such notices shall be addressed to the person indicated in connection with the online registration completed by Licensee. Either party may change its designated addressee by written notice to the other party.

(g) Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, proposals and representations between or by the parties.

(h) Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and then such provision shall be reformed to the minimum extent necessary to be legal, valid and enforceable.

(i) Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

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