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  - An “OEM Software Development Kit” or “SDK” is a Framework that is distributed to a third party.
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  - A “Project Type” is a collection of restrictions on and/or licenses granted to the Project, as specified in the LAC.
  - A “Site” is a physical location or set of locations, including reasonable remote access, as specified in the LAC.
  - A “Target Application” is a user-developed software program that requires physical incorporation or linking of portions of the Software to execute.
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- 16) Dispute Resolution. This Agreement will be governed by the laws of the State of California except with regard to its choice of law rules. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in Santa Clara County, California under the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.
- 17) Severability. If any provision or provisions of this Agreement are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.
- 18) Assignment. RTI may assign this Agreement to an entity acquiring essentially all of the RTI's relevant business. You may not assign, sub-license, or otherwise transfer this Agreement without RTI's prior written consent.
- 19) Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties may be included in this Agreement to authenticate this writing and to have the same force and effect as manual signatures.



If You have any questions concerning this Agreement, or if You want to contact RTI for any reason, please write or call: Real-Time Innovations, Customer Service, 232 East Java Drive, Sunnyvale, CA 94089; license@rti.com; (408) 990-7400.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives with full rights, power and authority to enter into and perform this Agreement.

Real-Time Innovations, Inc.

\_\_\_\_\_

("RTI")

("Company" or "You")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_