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1. "WiMOD-Communication-Software", and
2. "WiMOD_LMIC", the second one being partly based on Eclipse Public License.

By using the software product "**WiMOD LoRaWAN**", you agree to the license conditions of both parts the software consists of.

SOFTWARE LICENSE POLICY WiMOD-Communication-Software

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(2) Breach of License Agreement. In the event of Breach of License Agreement, IMST shall have the right to terminate the Agreement by giving Licensee five days notice of such termination, if Licensee fails to initiate steps to correct such Breach within 30 days after written notice including specific facts of such Breach. In the event of Breach of Agreement, Licensee shall immediately return the WiMOD-SOFTWARE to IMST at Licensee's expense.

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10. GOVERNING LAW. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the law of Germany. ATTORNEY'S FEES. In the event of any suit, action or other litigation involving this Agreement, the prevailing party shall be entitled to recover such party's attorney's fees and costs of litigation incurred in connection herewith.

11. SURVIVAL. The provisions contained in Sections 5 and 6 hereof shall survive any termination of this Agreement.

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Any replacement Software will be warranted either not longer than the original warranty period or 30 days, whichever is longer.

5. **EXCLUSIVE PROPERTY**. Licensee understands IMST's statement that the Software is a public license under **Eclipse Public License** with the modifications set forth in this Agreement. Licensee shall not acquire any ownership interest in the Software, but shall only

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6. PROTECTION OF TRADE SECRETS. Licensee agrees to use all reasonable efforts to ensure that persons employed by Licensee abide by the terms and conditions of this Agreement.

7. MAINTENANCE FEES. Licensee may order maintenance support while the Software is in use by the Licensee. IMST will quote maintenance fee for the Software support.

8. DISASSEMBLY. Licensee may not reverse engineer, decompile, or disassemble the Software as provided in executable form.

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10. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them, and neither party shall be bound by any modification of this Agreement, or by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement, other than as expressly provided in this Agreement, or as duly set forth on or subsequent to the information hereof in writing and signed by a duly authorized representative of the party to be bound thereby.

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12. ATTORNEY'S FEES. In the event of any suit, action or other litigation involving this Agreement, the prevailing party shall be entitled to recover such party's attorney's fees and costs of litigation incurred in connection herewith.

NOTICES Any notice, request or statement thereunder shall be deemed to be sufficiently given or rendered to the other party, at the beginning of this Agreement or to such other address or persons such party gives notices.