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5.4 Survival. The provisions of Sections 1.4, 2.2, 3, 4, 5.3, 6 and 7 shall survive termination of this Agreement.

6. Confidentiality. Either party may, from time to time, deliver to the other certain non-public information including formulas, flow charts, diagnostic routines, business information, forecasts, financial plans and data, balance sheet information, customer information, marketing plans, hardware, software and unannounced product information (collectively, "Confidential Information"). Such Confidential Information, if in writing, shall be marked prominently with the legend "confidential", "proprietary", or with a similar legend, or if disclosed orally shall be described as Confidential Information at the time of oral disclosure. However, regardless of any marking or subsequent summary, information disclosed shall be considered confidential if a reasonable person under the circumstances would understand such information to be of a confidential nature. Notwithstanding anything to the contrary herein, the Software, Documentation and non-public information shall be deemed Confidential Information. A party shall not use or disclose Confidential Information of the other, except as expressly authorized by this Agreement or in writing by the disclosing party, using the same degree of care which receiving party uses with respect to its own proprietary information, but in no event with less than with reasonable care. The foregoing obligations of confidentiality shall not apply to any information that the receiving party can show is or was (i) already known to the receiving party at the time of disclosure without obligation of confidentiality; (ii) independently developed by the receiving party without use of or access to the other party's Confidential Information; (iii) approved for disclosure by the disclosing party beforehand and in writing; (iv) publicly known without breach of this Agreement; (v) lawfully received by receiving party from a third party without obligation of confidentiality; or (vi) required to be disclosed by applicable law or order of a court, tribunal or other governmental agency; provided, however, that the receiving party shall promptly notify the disclosing party in writing of such requirement, and shall cooperate with the disclosing party to minimize the scope of any such disclosure, and in the obtaining of a confidentiality, protective or similar order.

7. General Provisions. (a) This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods shall not apply. (b) This Agreement and all Orders agreed by the parties are the entire agreement of the parties, and supersedes all prior agreements and communications, written or oral, between the parties with respect to the subject matter of this Agreement. The terms and conditions of any purchase orders or invoices issued by a party shall not be



binding even if accepted by the other party. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired. This Agreement may be modified only by a written agreement executed by authorized officers of each party. No delay or omission to exercise any right or remedy accruing to either party hereunder shall impair that right or remedy, or be construed to be a waiver of any breach or default. (c) This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original. (d) Licensee may not assign this Agreement without the prior written consent of Pliant and any such attempted assignment shall be void. Pliant may assign this Agreement in the event of a merger, acquisition or sale of all or substantially all of Pliant's assets. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and permitted assigns. (e) Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, labor disputes, shortages of supplies, fire, war, and disruption related to terrorism, epidemics, or delays of common carriers. (f) Licensee hereby acknowledges that the Software may be subject to export controls under the laws and regulations of the United States, as well as any applicable laws and regulations of the territories outside of the United States. Licensee shall comply with such laws and regulations and agrees not to export, re-export or transfer the Software without first obtaining all required governmental authorizations or licenses. Pliant and Licensee each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. (g) Any notice under this Agreement must be in writing and is deemed given and effective 3 business days after mailing first class, postage prepaid, or when delivered by overnight express or other delivery service, to the party at the address listed above. (h) Licensee agrees that Pliant may list Licensee's name in any customer lists and it will cooperate with Pliant in the preparation of a press release to be issued by Pliant immediately following the Effective Date announcing the signing of Licensee as a customer of Pliant.

August 25, 2020