

End User Guarantees

Background

It is *Samraksh's* policy to verify the end-user and end-use for all exports involving *Samraksh* products (or transfers of technical data or software). This is necessary to ensure compliance with applicable United States export control laws and regulations, specifically Parts 736 and 744 of the Export Administration Regulations.

The product you are purchasing is licensed to you for research purposes. This license doesn't include the right to reexport or to resell to other countries or other organizations. Nor does it include the right to use this product in non-research, especially commercial activities.

If you wish to resell this product, you may seek an exception to these restrictions by identifying the proposed new end user (and end use) and executing a new agreement (like this agreement) with *Samraksh*. *Samraksh* must approve any proposed changes in the end user or to the end use.

End User Information

The ultimate end user organization is:

Name: _____

Street Address: _____

City, State, and Country: _____

The core business activity of ultimate end user is:

The designated Point of Contact (POC) for the ultimate end users is:

Name: _____

Phone number: _____

The expected use of this produced is: _____

Intermediaries that will handle or resell this product other than the ultimate end users are:

List of Guarantees

1. The buyer will not sell, export, re-export, divert or otherwise transfer this product, its associated software, any part of this product, or any intellectual property or technology derived directly from the purchase of this product to any other party without *Samraksh's* permission.
2. Unless the buyer obtains permission from the U.S. government and notifies *Samraksh*, it will not use this product or any *Samraksh* technology in activities which involve the development, production, use, or stockpiling of: 1) nuclear products of any kind, 2) chemical or biological weapons, or 3) missiles. Nor will the buyer facilitate others in using *Samraksh* products or technology for such purposes.
3. The buyer will not sell, export, re-export, divert or otherwise transfer any *Samraksh* products, technology or software to any entity or country subject to U.S. Government approval, including (but not limited to): Cuba, Iran, North Korea, Sudan, Syria unless otherwise authorized by the U.S. Government and notification is given to *Samraksh*.
4. The buyer will not sell, export, re-export, divert, or transfer, or otherwise participate in export transactions involving *Samraksh's* products or technology with individuals or companies listed in the U.S. Commerce Department's *Table of Denial Orders*, the U.S. Treasury Department's list of *Specially Designated Nationals* or the U.S. Department of State's list of individuals barred from receiving Munitions List items and other applicable lists.
5. The buyer will obtain additional licensing from *Samraksh* before using this product, its software, any part of this product, or technology derived directly from the purchase in a non-research commercial product.

Signatures

The signatory is making these assertions on behalf of the end user organization (and is representing that they have the authority to enter into such agreements on behalf of the end user organization).

Signature _____ Date _____

Signatory's Name: _____

Title: _____

Phone: _____

Address (not PO Box) _____