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(4) Pricing:
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   c. Manager: Additional Fee

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a. The Manager is a Web application that manages the storage, access, and production of your templates in a centralized location, with a deployment functionality.

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b. Engine: Pay-Per-Server model.
c. Manager: Additional Fee

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11.2 By Licensee. Except for claims covered by Section 11.1, Licensee agree to indemnify and defend Apryse from and against all third-party claims arising out of or related to this Agreement (including Licensee’s use of the Software) or by Licensee’s negligence, willful misconduct or breach of the terms of this Agreement.

11.3 Indemnification Procedure. The party seeking indemnification must (a) give prompt notice of the claim to the other party; (b) grant sole control of the defense or settlement of the claim or action to the other party; and (c) provide reasonable cooperation to the other party and, at the other party’s request and expense, assistance in the defense or settlement of the claim.

12. LIMITATION ON LIABILITY. NEITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE OF OR FAILURE TO BE ABLE TO USE THE SOFTWARE OR SERVICES, APYSE SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO (i) TRANSACTIONS PERFORMED USING THE SOFTWARE OR SERVICES; OR (ii) MODIFICATIONS TO THE SOFTWARE OR SERVICES BY LICENSEE, WHETHER SUFFERED BY LICENSEE OR ANY THIRD PARTY. APYSE’S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY LICENSEE HEREUNDER FOR THE SOFTWARE OR SERVICE THAT IS THE SUBJECT OF THE ACTION. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. LICENSEE ACKNOWLEDGE THAT APYSE’S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION WILL APPLY REGARDLESS OF WHETHER ANY LIMITED OR EXCLUSIVE REMEDY SPECIFIED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO LIABILITY ARISING FROM ANY BREACH OF SECTIONS 1, 2, 3, OR 7 AND ANY OBLIGATIONS UNDER SECTION 11.


13.1 Publicity. Apryse may, in its reasonable discretion, contact any Customer at any time for any purpose related to such Customer’s use of the ASP Bundled Offering or ISV Bundled Offering, as applicable. Apryse may, and Licensee shall ensure that Apryse has the rights necessary, to use the name and logo of any Customers in connection with promoting the Apryse products and services.

13.2 Notices. All notices required under this Agreement shall be (a) in writing, (b) deemed to have been duly made and received when (i) personally served, (ii) delivered by commercially established courier service, or (iii) ten (10) days after deposit in mail via certified mail, return receipt requested, to the addresses specified in the Order or at such other address as the parties shall designate in writing from time to time, and, (c) for notices to Apryse, marked “Attention: Contracts Department”.

13.3 Export Control. Any use of the Software shall be in compliance with all relevant international, U.N., Canada, USA or EU sales, export control, economic sanctions, import and anti-boycott laws, restrictions and regulations (“Trade Control Laws”) and Licensee agrees to comply with them. Licensee represents and warrants that Licensee is not located in a country that is subject to embargo, or that has been designated by the United States as a “terrorist supporting” country; and that Licensee is not identified in any Canadian, United States or EU sanction list of prohibited or restricted parties, or owned 50% or more directly or indirectly, in the aggregate by one or more such prohibited or restricted individuals or entities. Licensee further represents and warrants that it will comply with relevant Trade Control Laws in connection with any activities under this Agreement. Licensee shall indemnify and hold Licensor and its directors, officers, employees, and affiliates harmless from any and all claims, actions, causes of action, suits, proceedings, complaints and damages, losses, liabilities, settlements, awards, fines, costs and expenses related to Licensee violation or alleged violation of any Trade Control Law or of this Section. Licensor shall have the right to terminate this Agreement immediately upon Licensor’s determination that Licensee has violated or attempted to violate any Trade Control Law or this Section.

13.4 U.S. Government End Users. For any Software or Documentation licensed directly or indirectly on behalf of a unit or agency of the United States Government, this provision applies. The Software and Documentation: (a) was developed at private expense and are in all respects the proprietary information of Apryse; (b) were not developed with government funds; (c) are a trade secret of Apryse for all purposes of the Freedom of Information Act; (d) are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR) and DFAR Supplement Section 227.7202, Government’s use, duplication or disclosure of the Software or Documentation is subject to the restrictions set forth by Apryse.

13.5 Dispute Resolution. Any unresolved disputes between the parties relating to or arising from this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA Rules”) before a single neutral and competent arbitrator selected in accordance with the AAA Rules. Such arbitration shall be held in Denver, Colorado and conducted in the English language. The cost and expense of arbitration shall be shared equally by the parties to the arbitration and each party will bear its own attorney fees, regardless of which party prevails. The arbitration shall be conducted in accordance with the
following time schedule unless otherwise mutually agreed to in writing by the parties: (i) no later than thirty (30) days after the
appointment of the arbitrator, the arbitrator shall schedule a hearing on the dispute and (ii) within thirty (30) business days after the date
of the hearing referenced in clause (i), the arbitrator shall render a decision. The decision or award of the arbitrator shall be final and
binding upon the parties, and to the same extent and to the same degree as if the matter had been adjudicated by a court of competent
jurisdiction and shall be enforceable under the Federal Arbitration Act. However, the parties agree that any breach of a party’s
confidentiality obligations and the license grant and restrictions set forth in this Agreement will result in irreparable injury to the other
party for which there is no adequate remedy at law. Therefore, in the event of any breach or threatened breach of such obligations, the
nonbreaching party will be entitled to seek equitable relief in addition to its other available legal remedies without submitting such
matter to arbitration. Each party hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located
in Denver, Colorado for any action seeking injunctive relief hereunder.

13.6 Integration and Modification. This Agreement sets forth the entire agreement between the parties and supersedes any and all
prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter hereof. This Agreement
sets forth the general terms and conditions applicable to all Services provided by Apryse to Licensee under the specific terms and
conditions set forth in the applicable order, renewal notice, or quotation provided by Apryse, if any. The provision and receipt of Services
are expressly conditioned on the acceptance of the terms in this Agreement. No other terms apply. No terms and conditions proposed
by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects
all terms and conditions not so accepted. This Agreement may not be modified, altered or amended, except by written instrument duly
executed by both parties.

13.7 Miscellaneous. No failure or delay by either party in exercising any right hereunder will operate as a waiver thereof. If Licensee
wishes to assign or otherwise transfer this Agreement to anyone, Licensee must obtain Apryse’s prior written consent, which consent
shall not be unreasonably withheld. This Agreement will be binding on the parties, their successors and permitted assigns. This
Agreement will be construed under the laws of the State of Colorado, without regard to its conflicts of law principles. Except as required
by Section 13.4 above, any action or lawsuit related to this Agreement must be brought exclusively in either the federal or state courts
located in the City and County of Denver, Colorado and each party hereby irrevocably submits and waives any objection to the exclusive
jurisdiction and forum of such courts. The parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the
International Sale of Goods. The English language version of this Agreement shall be controlling in the interpretation or application of
the terms of this Agreement. If any provision of this Agreement is, for any reason, held invalid or illegal in any respect by an arbitrator
or a court of competent jurisdiction, such inability or illegality shall not affect the validity of this Agreement itself and there shall be
substituted for the affected provision, a valid and enforceable provision which most closely approximates the intent and economic effect
of the invalid provision. If such provision cannot be amended so as to be valid and enforceable, then such provision is severable from
this Agreement, and the remaining provisions of this Agreement shall remain valid and enforceable. If any legal action is brought to
enforce the terms and conditions of this Agreement, the prevailing party will be entitled to recover its attorneys’ fees, court costs, and
other collection expenses, from the non-prevailing party in addition to any other relief it may be awarded.

Effective June 8, 2023