

CITY CLERK
ORIGINAL

C-10507
12/10/2015

SMALL PURCHASE AGREEMENT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND iSpring Solutions, Inc.

THIS SMALL PURCHASE AGREEMENT (this "AGREEMENT") is made and entered this 10 day of December, 2015 (the "Effective Date"), between the CITY OF GLENDALE, an Arizona municipal corporation (the "Licensee" or "City") and iSpring Solutions, Inc., (the "Licensor") and collectively with Licensee, the "Parties" and each, a "Party". City and Licensor agree as follows:

WHEREAS, iSpring Solutions Inc., is engaged, inter alia, in the development, licensing and distribution of certain software and services;

WHEREAS, Licensee desires to license from Licensor, and Licensor desires to license to Licensee, the right to use the Software, as defined herein on the terms and conditions set forth herein;

WHEREAS, Licensor is willing to enter into the Agreement with Licensee on the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREINAFTER CONTAINED, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO, INTENDING LEGALLY TO BE BOUND HEREBY, AGREE AS FOLLOWS:

1. Scope of Work. Licensor shall provide goods or services as set forth in the **Exhibit A**, attached and incorporated herein by reference. **Any terms or conditions** contained in the Exhibit A are void where they conflict with this AGREEMENT.
2. Grant of License. Delivery. The Licensor grants Licensee the non-exclusive and non-transferable license to use the Software and Services pursuant to the terms and conditions of this Agreement and set forth in iSpring End User Agreement and iSpring Learn Services Subscription Agreement attached in **Exhibit B** ("Licenses") as integral part of this Agreement.

The Software and Services shall be delivered to Licensee electronically within 05 (five) business days from the Effective Date of this Agreement.

3. Payment.

- a) Licensee shall pay to Licensor the License Fee set forth in Exhibit A of this Agreement within thirty (30) days from the date of the issued invoice. The License Fee is the royalty payable by licensee for the use of the Software and Services.
- b) City shall pay Licensor a maximum contract price of \$ \$6,070 for the license as set forth in Exhibit A and incorporated herein by reference. This Agreement may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Licensor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$10,000.00 in the aggregate.

4. Term. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until the Licenses terms are expired, or one year from the above date, whichever time is shorter.

5. Rights and Obligations of the Parties. In addition to other rights and obligations in accordance with this Agreement, the Parties shall have the following rights and obligations:

- a) The Licensor shall conform to the requirements of this Agreement and to the highest professional standards in the field;
 - b) The Licensee shall make payment of the License Fee to the Licensor and use the Software and Services on the terms and conditions of the Licenses.
6. Representations and Warranties. The Licensor represents and warrants that:
- 6.1. there is no pending or threatened action (or basis therefore) for the dissolution, liquidation, or insolvency of Licensor;
 - 6.2. it has all requisite corporate power and authority necessary to execute and deliver the Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
 - 6.3. the Agreement has been duly authorized, executed and delivered, and constitutes a valid, legal and binding obligation of Licensor enforceable against Licensor in accordance with its terms, subject to any law affecting creditors' rights; and
 - 6.4. it has all the necessary rights, titles, and/or interests, in the Software and Services to grant Licensee the rights and Licenses contained in this Agreement.
7. Licensee Representations and Warranties. Licensee represents and warrants that:
- 7.1. if an organization, it is an entity duly created, formed and organized, validly existing and in good standing under the laws of the jurisdiction of its creation, formation, or organization;
 - 7.2. there is no pending or threatened action (or basis therefor) for the dissolution, liquidation, or insolvency of Licensee;
 - 7.3. it is duly qualified or licensed as a foreign corporation in each jurisdiction in which its assets are owned or leased, or the nature of its business makes such qualification or licensing necessary;
 - 7.4. it has all requisite corporate power and authority necessary to execute and deliver the Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
 - 7.5. the Agreement has been duly authorized, executed and delivered, and constitutes a valid, legal and binding obligation of Licensee enforceable against Licensee in accordance with its terms, subject to any law affecting creditors' rights; and
 - 7.6. the execution, delivery and performance by Licensee of the Agreement do not and will not
 - (i) violate any law (including, without limitation, privacy, export control and obscenity laws),
 - (ii) violate any charter document of Licensee, (iii) violate any agreement or order to which Licensee is a party or by which Licensee or its assets are bound, or (iv) require any consent from any person.
8. Insurance and Indemnification.
- a) Licensor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Agreement. Licensor shall provide proof of such insurance, including copies of insurance certificates, prior to providing access to the Software and Services under this Agreement.
 - b) To the fullest extent permitted by law, each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with or arising from any of the Party's act of negligence or breach of its obligations under this Agreement.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Agreement may only be brought Maricopa County, Arizona.
10. Termination; Cancellation. This Agreement may be terminated in any of the following circumstances:
 - a) Upon the Parties' fulfillment of their obligations under this Agreement;
 - b) Upon any breach by either Party of its representations, warranties and obligations under this Agreement which cannot be remedied within 15 (fifteen) days of the breach. The other Party may terminate this Agreement upon 30 (thirty) day's written notice to the breaching Party, and the Parties must pay debts and/or refund the deposit to each other. The breaching Party shall calculate and pay to the other Party any payment due through the date of termination and any other amounts due to the other Party hereunder.
11. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511.
12. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
13. Non-Discrimination Policies. Licensor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Licensor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Licensor will require any Sub-Licensor to be bound to the same requirements as stated within this section. Licensor, and on behalf of any Sub-Licensors, warrants compliance with this section.
14. Limitation on Liability. If the Agreement is expired or terminated pursuant to any provision of hereof, Licensor shall not be liable to Licensee because of such termination, for consequential or incidental damages, including without limitation, loss of profits or goodwill. Termination shall not, however, relieve either Party of its liability or obligation for any breach or default occurring before the termination. Notwithstanding any provision to the contrary herein, the liability of Licensor to Licensee for any claim whatsoever related to the Software or this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the lower of One Thousand (\$1,000.00) Dollars or the License Fee paid by Licensee to Licensor in connection with the Software relating to such liability.
15. Taxes. All fees payable to Licensor hereunder are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future, with the sole exception of Licensor's income taxes, Licensee shall cover all fees and processing expenses for charge backs, frauds, and refunds. Notwithstanding anything to the contrary herein, Licensee shall be solely responsible for any value added taxes collections, payments and related registrations arising in any way out of or relating to this Agreement. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, you will obtain and provide Licensor with such certificate, document or proceeding.
16. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, provided, however, that Licensor shall have the right to assign this Agreement to its affiliates without Licensee's prior consent by giving notification to Licensee. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and

their permitted successors and assigns.

17. Amendments. This Agreement may only be amended, modified, supplemented, extended or cancelled by an agreement in writing signed by persons authorized to enter into contracts on behalf of both parties.
18. Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers.
19. Entire Agreement. With the exception of prior Non-Disclosure Agreements, if any, the Agreement, together with the exhibits, attachments and appendices hereto, constitutes the entire agreement and understanding between the Parties or any of their Affiliates with respect to its subject matters and supersedes all prior agreements, understandings and representations, written or oral, to the extent they relate in any way to the subject matter of the Agreement.

[SIGNATURE PAGE FOLLOWS]

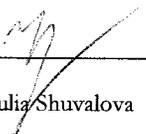
IN WITNESS WHEREOF, the Parties signed this Agreement as of the date first above written.

iSpring Solutions, Inc.,

City of Glendale, Arizona

a Virginia corporation

an Arizona municipal corporation





By: Julia Shuvalova

By: Richard A. Bowers

Its: Director of Sales

Its: Acting City Manager

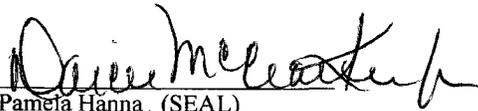
Address: 815 N. Royal Str., Suite 202,

Address: 5850 W Glendale Avenue

Alexandria, VA 22314

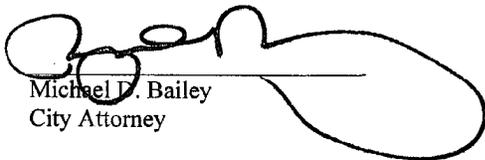
Glendale, AZ 85301

ATTEST:



Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

EXHIBIT A

The Licensor shall provide the City of Glendale with access to the Software and Services for the following quantity of end users, license term (the "License Term") and License Fee payable by Licensee for the Software and Services (the "License Fee") as follows:

No.	Items	License Term	Quantity of Licenses	License Price (USD)	Amount (USD)
1	iSpring Learn 700 Users	1 year	1	USD 5,870.00	USD 5,870.00
2	iSpring Suite – 1 seat	1 year	1	USD 200.00	USD 200.00
	LICENSE FEE				USD 6,070.00

EXHIBIT B

iSpring End User License Agreement

This iSpring End User License Agreement (the "Agreement") is made and entered on _____, 2015 ("Effective Date") by and between the City of Glendale ("Licensee" or "You"), and iSpring Solutions, Inc. a Virginia Corporation and its affiliates and suppliers (collectively, the "Licensor," and collectively with Licensor, the "Parties" and each, a "Party").

This iSpring End User License Agreement (the "Agreement") is a legal agreement between You, the Licensee, and iSpring Solutions, Inc. and its affiliates and suppliers (collectively, the "Licensor"), regarding the Licensor's current version of iSpring Suite (the "Software"), including all successor versions of the Software which improves functionality or adds new features to the Software bearing a new second numeral such as 5.5 or 5.6 ("Minor Upgrades" or "Minor Versions"), enhancements, fixes modifications, copies, additions or Software revisions or patches that improves the functionality of a Software and does not contain any significant new features or enhancements ("Maintenance Releases") of the Software, if any, licensed to you by the Licensor (collectively, the "Updates") provided that the Updates shall not include a new subsequent which significantly enhances a Software with qualitative changes in functionality and usability releases of the Software bearing a new first numeral such as 4.0 or 5.0 ("New Releases") but include any minor revisions (e.g. Maintenance Release and Minor Upgrades) of the Software version indicated by a change in the decimal numeral, such as 5.5 to 5.6 or 5.6.1 to 5.6.2, and further provided, that Licensor expressly reserves the right to distribute the Software without providing you with any Updates or New Releases whatsoever, as may be indicated in the applicable licensing policies or terms, distribution arrangements, invoicing, purchase orders, pricing lists or otherwise; and (c) related user documentation and associated materials or files provided in written, "online" or electronic form (the "Documentation" and together with the Software and Updates, the "Software"). You are subject to the terms and conditions of this End User License Agreement whether you access or obtain the Software directly from the Licensor, or through any other source.

For the purposes of this Agreement, "Licensor Site" shall mean the Internet website maintained by or on behalf of Licensor from which the Software is available for download pursuant to a license from Licensor. The Licensor Site is currently located at: www.ispringsolutions.com

By accessing, storing, loading, installing, executing, displaying, copying the Software into the memory of a Client Device, as defined below, or otherwise benefiting from using the functionality of the Software in accordance with the Documentation ("Use"), you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, the Licensor is unwilling to license the Software to you. In such event, you may not Use the Software in any way.

1. Proprietary Rights and Non-Disclosure.

1.1. Ownership Rights. You agree that the Software and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Software, are proprietary intellectual properties and/or the valuable trade secrets of the Licensor or its suppliers and/or licensors and are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of the United States, other countries and international treaties. You may use trademarks only insofar as to identify printed output produced by the Software in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that

trademark. The Licensor and/or its suppliers own and retain all right, title, and interest in and to the Software, including without limitations any error corrections, enhancements, Updates or other modifications to the Software, whether made by the Licensor or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your possession, installation or use of the Software does not transfer to you any title to the intellectual property in the Software, and you will not acquire any rights to the Software except as expressly set forth in this Agreement. All copies of the Software made hereunder must contain the same proprietary notices that appear on and in the Software. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Software and you acknowledge that the License, as further defined herein, granted under this Agreement only provides you with a right of limited use under the terms and conditions of this Agreement. Licensor reserves all rights not expressly granted to you in this Agreement.

1.2. Third Party Components. Licensor's Software and future updates and revisions of Licensor's Software may contain components and materials (including but not limited articles, photos, drawings, graphics, rich media, applications, programs and other content owned by a party other than iSpring ("Third Party Components"). Any Third Party Components incorporated into or accompanying Licensor's Software is third parties' intellectual property and is protected by United States, and international copyright laws and applicable treaties. Licensor has obtained such rights, permissions and consents as are necessary for Licensor to use the Third Party Components in conjunction with the Software as licensed by this Agreement. However, all such Third Party Components incorporated into or accompanying the Software is or may be subject to a separate software licensing agreement containing separate and discrete terms, conditions and restrictions governing your right to use the Third Party Components. Irrespective of your acceptance and/or use of the Software, you will not receive or gain any rights, privileges or entitlements in respect of the Third Party Components greater than such rights, privileges or entitlements as Licensor is able to provide to you pursuant to this Agreement (each as may be amended, from time to time). You acknowledge that the License granted under this Agreement only provides you with a right of limited use under the terms and conditions of this Agreement. And you agree and confirm to use the Third Party Components only in conjunction with the Software, as permitted by this Agreement, and as permitted by the more restrictive of any Third Party Components license agreement applicable to your and/or Licensor's use of the Third Party Components.

1.3. No Reverse Engineering. You acknowledge that the Software is proprietary to the Licensor and constitutes trade secrets of the Licensor. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the code of the Software in any way.

1.4. No Modification. You agree not to modify or alter the Software in any way. You may not remove or alter any copyright notices or other proprietary notices on any copies of the Software.

1.5. Confidential Information. You agree that, unless otherwise specifically provided herein the Software, including the specific design and structure of individual programs and the Software, constitute confidential proprietary information of the Licensor or its suppliers and/or licensors. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party. For purposes hereof, "License Key" shall mean a file or a unique sequence of digit and/or symbols provided to you by the Licensor confirming the purchase of the license from the Licensor, which may carry the information about the License, i.e. its type, the user name and the number of licenses purchased in accordance with the License, as defined below, granted under this Agreement, and may enable the full functionality of the Software. Furthermore, in addition to or in lieu of you entering the License Key, Licensor

reserves the right to implement an activation procedure requiring you in order to enable the full functionality of the Software to connect, through the Software's interface, to Licensors server and by entering into this Agreement you agree to comply with such online activation procedure. You agree to implement reasonable security measures to protect such confidential information.

2. Grant of License.

2.1. License. The Licensor grants you the non-exclusive and non-transferable license to Use the specified version of the Software, namely iSpring Suite, on a specified number of computers, workstations, personal digital assistants, hand-held devices, or other electronic devices for which the software was designed (each a "Client Device") pursuant to the terms and conditions of this Agreement ("License") and you hereby agree and accept such License as follows:

a) Individual License. If the Software is licensed under Individual License as reflected in the License Key and/or invoicing terms you may Use one copy of the Software on one (1) Client Device solely for Personal Use. For purposes of this Agreement, "Personal Use" shall mean personal non-commercial use, and not on behalf or for the benefit of any clients and excludes any commercial purposes whatsoever, which include without limitation: advertising marketing and promotional materials/services on behalf of an actual client, employer, employee or for your own benefit, any Software that are commercially distributed, whether or not for a fee, any materials or services for sale or for which fees or charges are paid or received. Additionally, the individual licensing terms may specify other terms, conditions and restrictions of Using the Software.

b) Commercial Use License. If the Software is licensed under Commercial License as reflected in the License Key and/or invoicing terms specified in the applicable invoicing or packaging for the Software you may Use the Software for Personal or Commercial Use (as defined below) in accordance with the Documentation and published functionality of the Software. For purposes hereof, "Commercial Use" shall mean any Use of the Software for legal business, commercial, or government purpose in accordance with Documentation. One purchased License for any Software licensed under Commercial License entitles you to Use one copy of the Software on two (2) Client Devices, where each such Client Device is situated at alternative locations (i.e. place of business and home) by a single permitted user, provided that if multiple or volume licenses are purchased, the number of the Client Devices and/or the number of permitted users shall be as provided and permitted by invoicing terms and/or applicable License Key.

c) Evaluation License. If the Software is licensed under Evaluation License terms as reflected in the License Key specified in the applicable invoicing or packaging for the Software you may Use the Software and Third Party Components contained in the Software solely for purposes of demonstration and internal testing, examination and evaluation of the Software. Any use of the Software and Third Party Components contained in the Software for other purposes or beyond the applicable evaluation period is strictly prohibited.

d) Site License. If the Software is licensed with site license terms as reflected in the License Key and/or invoicing terms, you may install and Use the Software, within a single building owned or leased by your organization, on a number of Client Devices as permitted by invoicing terms or applicable terms and conditions regarding the Site License set forth in the applicable Software invoicing or packaging for the Software.

e) Educational Purpose License; Educational Institution Site License; and Non-profit License. If the Software is licensed to you under an Educational Purpose License, Educational Institution Site License or Non-profit

Use License upon the terms specified in the applicable invoicing or packaging for the Software, you may make Use of the Software solely for the following purposes, respectively:

i. "Educational Purpose" means that you may make use of the Software solely for non-commercial study or research that is undertaken solely in furtherance of one's education, whether or not completed by a student in pursuit of an educational degree, certificate or diploma and as used by teachers or facilitates teaching of a class, and all administrative staff, faculty and employees, of any college, university, trade school or other school ("Educational Institution"). Under "Educational Institution Site License" you may install and Use the Software by a number of users determined by the applicable invoicing terms within one Educational Institution in one geographic location;

ii. "Non-profit Purpose" means any non-commercial activity or research that is undertaken solely in furtherance of one's duties as part of the non-profit organization purposes narrowly interpreted.

Educational Purpose License and Non-profit License may be granted exclusively at the discretion of the Licensor upon your submission of a written request discussing your and your employer/employees activities, when applicable, and your reasons for and purposes of Using the Software.

f) Subscription License. If the Software is licensed under Subscription License as reflected in the License Key and/or applicable invoicing or packaging for the Software, Subscriber may install and Use the Software only for the maximum number of authorized Users and only for the duration of the Subscription Term.

2.2. Updates; Support Services. Licensor will use commercially reasonable efforts to provide you with email support and maintenance services for the Software in accordance with its standard practices ("Support Services"). Licensor will have no obligation to support any version other than the current version. You may extend the Support Services, as available, by signing up and paying the appropriate annual subscription and fees to Licensor. Among other benefits of Support Services is that, during the term thereof, you may download free Updates to the Software when and as the Licensor publishes them in its website or through other online services. Support terms and conditions are subject to change without notice. Notwithstanding any provision to the contrary herein, nothing in this Agreement shall be construed as to grant you any rights or licenses with regard to the New Releases of the Software or to entitle you to any New Release. This Agreement does not obligate the Licensor to provide any Updates. Notwithstanding the foregoing, any Updates that you may receive become part of the Software and the terms of this Agreement apply to them (unless this Agreement is superseded by a further Agreement accompanying such Update or modified version of to the Software). If you are not using a licensed copy of the Software, you are not allowed to install the Updates.

2.3. Multiple Environment Software; Multiple Language Software; Dual Media Software; Multiple Copies; Bundles. If you use different versions of the Software or different language editions of the Software, if you receive the Software on multiple media, if you otherwise receive multiple copies of the Software, or if you received the Software bundled with other software, the total permitted number of your Client Devices on which all versions of the Software are installed shall correspond to the number and types of licenses you have obtained from the Licensor. You may not rent, bundle with other Software or materials, lease, sublicense, lend or transfer any versions or copies of the Software regardless of whether you use the Software or not without Licensor's written consent.

2.4. Term and Termination.

2.4.1. The term of this Agreement (“Term”) shall begin and terminate as provided in the iSpring Software License Agreement made and entered on November 06, 2015 by and between You and Licensor.

2.4.2. This Agreement may be terminated by a superseding agreement, offered by the Licensor and accepted by you, for the Software, Update or any replacement or modified version of or upgrade or New Release of the Software and conditioning your continued use of the Software or such replacement, modified or upgraded version or New Release on your acceptance of such superseding Agreement.

2.4.3. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein.

2.4.4. Upon any termination or expiration of this Agreement, you must immediately cease Use of the Software and permanently destroy and/or delete all copies of the Software.

2.5. No Rights Upon Termination. Upon termination of this Agreement you will no longer be authorized to Use the Software in any way and no refunds (whole or partial) will be granted.

2.6. Material Terms and Conditions. You specifically agree that each of the terms and conditions of this Section 2 are material and that failure of you to comply with these terms and conditions shall constitute sufficient cause for Licensor to immediately terminate this Agreement and the License granted under this Agreement. The presence of this Section 2.6 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party hereto.

3. Restrictions.

3.1. No Transfers. Under no circumstances you shall sell, rent, lease, loan, license, sublicense, publish, display, distribute, or otherwise transfer to a third party the Software, any copy or use thereof, in whole or in part, without Licensor's prior written consent, provided that if such non-waivable right is specifically granted to you under applicable law in your jurisdiction you may transfer your rights under this Agreement permanently to another person or entity, provided that (a) you also transfer this Agreement, the Software, all accompanying printed materials, and all other software or hardware bundled or pre-installed with the Software, including all copies, Updates and prior versions, to such person or entity; (b) retain no copies, including backups and copies stored on a Client Device; and (c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which you legally purchased a license to the Software. Notwithstanding the foregoing, you may not transfer education, pre-release, or “not for resale” copies of the Software. In no case you may permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the application price list, purchase order or Software packaging for the Software.

3.2. Prohibitions. Except as otherwise specifically provided for in this Agreement, you may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or otherwise reduce any part of the Software to human readable form or transfer the licensed Software, or any subset of the licensed Software, nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon the Software in whole or in part. Any such unauthorized use shall result in immediate and automatic termination of this Agreement and the License granted hereunder and may result in criminal and/or civil prosecution.

Neither Software's binary code nor source may be used or reverse engineered to re-create the program algorithm, which is proprietary, without written permission of the Licensor. All rights not expressly granted here are reserved by Licensor and/or its suppliers and licensors, as applicable.

3.3. License Key. You may not give, make available, give away, sell or otherwise transfer your registration License Key or any copy thereof to a third party. Software's License Key may not be distributed, except as provided herein, outside of the area of legal control of the person or persons who purchased the original License, without written permission of the Licensor. Doing so will result in an infringement of copyright. The Licensor retains the right of claims for compensation in respect of damage which occurred by your giving away the License Key or registration code contained therein. This claim shall also extend to all costs which the Licensor or its licensors incur in defending themselves.

3.4. Compliance with Law. You agree that in using the Software and in using any report or information derived as a result of using this Software, you will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, copyright, export control and obscenity law.

3.5. No Transfer of Rights. Except as otherwise specifically provided herein, you may not transfer or assign any of the rights granted to you under this Agreement or any of your obligations pursuant hereto.

3.6. Additional Protection Measures. Solely for the purpose of preventing unlicensed use of the Software, the Software may install on your Client Device technological measures that are designed to prevent unlicensed use, and the Licensor may use this technology to confirm that you have a licensed copy of the Software. The update of these technological measures may occur through the installation of the Updates.

4. DISCLAIMERS.

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You grant Licensor a worldwide, limited term license to host, copy, transmit and display Your Data as necessary for Licensor to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Licensor acquires no right, title or interest from you or your licensors under this Agreement in or to Your Data.

16. Confidentiality

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Licensor Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, Software plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

17. Protection of Your Data

Licensor will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of User Data, as described in the Security Whitepaper published on the Website at <https://www.ispringsolutions.com/overview-of-security-processes.html>. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Licensor personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 18 below, or (c) as You expressly permit in writing.

18. Disclosure Legally Compelled or Required.

In the event that the receiving party or any of its representatives becomes legally compelled, required or requested by an applicable court or regulatory agency to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the disclosing party may seek a protective order or other appropriate remedy. If the disclosing party seeks such an order, the receiving party will provide such cooperation as the disclosing party reasonably requests and/or waive compliance with the provisions of this Agreement. Notwithstanding the foregoing, if a party is required by applicable securities laws, rules or regulations or stock exchange requirements to disclose or describe Confidential Information, it will use reasonable efforts to notify the disclosing party before complying with such laws, rules and regulations. The receiving party agrees to furnish, disclose or describe only that portion of the Confidential Information which is legally required (in the opinion of its counsel).

19. Modifications to the Service

Licensor reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Licensor Website, Licensor channels or the Services (or any part thereof) with or without notice. You agree that Licensor will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

20. Feedback

You may from time to time provide suggestions, comments or other feedback to Licensor with respect to any Software, material, software or information provided by Licensor (hereinafter "Feedback"). You agree that all

Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for Licensor. However, Licensor shall not disclose the source of any feedback without the providing party's consent. Licensor shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to you. The foregoing shall not, however, affect either party's obligations hereunder with respect to the information protected pursuant to the privacy policy.

21. Assignment

This Agreement, the License, rights and obligations provided hereunder may not be assigned, in whole or in part, without the prior written consent of Licensor. Any attempt of assignment without such consent shall be null and void and of no force and effect.

22. Publicity.

The Parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, neither Party shall issue such publicity and general marketing communications concerning their relationship without the prior written consent of the other Party (not to be unreasonably withheld or delayed) and neither Party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law), provided that, Licensor will have the right to identify you as a commercial licensee on Licensor's website and general marketing communications.

23. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflict of laws. You agree to the exclusive jurisdiction of the courts of the Commonwealth of Virginia for any claim or cause of action arising out of, or relating to or in connection with this Agreement or this Website, provided that such exclusivity does not apply to legal actions initiated or brought by Licensor.

Licensor does not bear any responsibility nor assumes any risks if by any reason a Software or a service made available on this Website breaches national law of any state. Those who access this Website do so on their own initiative and are responsible for compliance with their national laws.