

Project Services Agreement

1. The terms and conditions set forth in this Services Agreement (SA) shall govern all Equipment and Services provided by, and Software licensed from EverestLabs (referred herein as "Company") to Lexington-Fayette Urban County Government or LFUCG (referred herein as "Customer") for the service duration listed below. The terms and conditions of this SA (including any terms referenced herein) shall constitute the full agreement of the parties.
 - List of Equipment and Services Provided:
 - i. Vision system hardware
 - ii. Compute panel hardware
 - iii. RecycleOS data platform access
 - iv. Implementation support outlined in section 3
 - Service Duration from Date of Installation: 4 Months
2. **License Agreement; Click-Through Terms.** Terms and conditions set forth at the following url: <https://www.everestlabs.ai/license-agreement> and referenced in Appendix A of this agreement, and the terms herein shall govern Customer's use of any Software. Customer acknowledges that any Software provided by Company as part of any use of Equipment, or otherwise embedded, included or accompany the Equipment, is licensed to Customer for its internal use solely for the duration of the service. Following the expiration of the service, at Company's election, the Software shall either be erased or removed from any Equipment. In addition, the click-through terms when accessing Company's Services are hereby incorporated herein by this reference, and in addition to these terms, govern Customer's use of the Services.
3. **Implementation of Equipment.** Customer shall be solely responsible for the preparation of the designated site (i.e. electrical, networking, mounting or structural modifications) and for the installation and implementation of the Equipment. Company shall provide implementation support to Customer, which will involve attendance of a Company employee during the dates agreed upon by the parties to act as a subject matter expert during Customer's installation and implementation of the Equipment.
4. **Recordings.** Customer understands and agrees that each element, component, or unit of Equipment includes one or more video cameras that may automatically activate and record images or moving video of its surroundings in the event a person attempts to gain unauthorized access to or otherwise interfere with such Equipment or portion thereof. Customer hereby consents to such recordings and the transmission of such recordings to Company, as well as to Company's use thereof for Company's internal business purposes related to enforcement of the provisions hereof or for law enforcement purposes. Customer agrees to post one or more appropriate notices, compliant with applicable law, conspicuously notifying persons in proximity to each element, component, or unit of Equipment of this recording feature and the use of such recordings by Company. Company shall not be liable, financially or otherwise, to Customer or to any third party for use of such recordings in accordance with this Section, or in accordance with applicable law.
5. **Term; Termination.** Unless earlier terminated pursuant to the provisions of this "SA", this Agreement shall continue until the expiration or termination of the service. In the event of any breach by Customer that has not been cured within 30 days of receipt of Company's notice thereof, Company shall have the right to terminate this agreement. In

the event of such early termination, Company shall have a right to take possession of, or render unusable, any Equipment, and uninstall or render inoperable any Software in any Equipment wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Customer for any damages occasioned or alleged to have been occasioned by such action.

6. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF COMPANY AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THE "SA", OR THEIR SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED \$2,000,000. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT OR THEIR SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (c) COST OF REPLACEMENT GOODS OR SERVICES; (d) LOSS OF GOODWILL OR REPUTATION; OR (e) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
7. **Confidential Information.** In connection with the "SA", each party (the "Disclosing Party") may disclose or make available Confidential Information to the other party (the "Receiving Party"). "Confidential Information" means information, data, or materials, in any form or medium (whether oral, written, electronic, or other), that the Disclosing Party reasonably considers confidential in nature including, without limitation, information, data, or materials consisting of or relating to, or comprising, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case marked, designated or otherwise identified as "confidential." Without limiting the foregoing all Software and Collected Data is the Confidential Information of Company. Confidential Information does not include information, data, or materials that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to it being disclosed or made available to the Receiving Party in connection with the "SA"; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party. As a condition to being provided with any disclosure of or access to

Confidential Information, the Receiving Party shall: (a) perform its obligations under and in accordance with the "SA"; (b) except as may be permitted by and subject to its compliance with this Agreement, not disclose or permit access to Confidential Information other than to its employees (and with respect to Company to its licensors, manufacturers and service providers) who: (1) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement; (2) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under the "SA"; and (3) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (d) ensure its representatives' compliance with and be responsible and liable for any of the foregoing's noncompliance with, the terms of this Section. The Receiving Party's obligations under this Section survive for a period of 5 years from termination or expiration or the longest amount of time permitted per applicable law, whichever is less; provided, however, with respect to any Confidential Information that constitutes a trade secret under applicable law, the obligations under this Section will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under such applicable law other than as a result of any act or omission of the Receiving Party or any of its Representatives. The Receiving Party shall be responsible for any breach of or non-compliance with this Section by any of its Representatives.

8. Governing Law; Venue.



This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

9. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the "SA", for any failure or delay in fulfilling or performing any term of the "SA" (except for Customer's obligation to make payments to the Company under the "SA"), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of the Agreement; (f) action by any Governmental Authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (each a "Force Majeure Event"). The party suffering a Force Majeure Event shall give Notice within 15 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to mitigate the impact of such Force Majeure Event on its performance of the Agreement.

10. IP Rights. Except for the limited rights provided in this "SA", all other rights with respect to the Equipment and the Services shall be retained by Company or its manufacturers or licensors. Customer is only acquiring the limited right to use or access the Software and the Services, subject to the terms of this "SA". Company retains ownership of all data gathered by the Hardware, Services and Software (including images or video captured,

input/output data and other diagnostic information) and all intellectual property rights therein. The Company will provide this data to The Center for the Circular Economy, LLC, who has the right to use the data to (a) Analyze opportunities to improve UBC capture at Company facility and communicate findings to Company, and (b) Support public reporting on opportunities to improve UBC capture at MRFs, provided the data is anonymized and aggregated. The Company can provide this data to third parties other than The Center for Circular Economy, LLC only with written permission from the Customer and for specific purposes agreed upon in writing by both the Company and Customer.

11. **Privacy Policy.** Customer understands and acknowledges that to the extent it provides Company with any personal data, such information shall be subject to the terms of the Company's privacy policy as made available to Customer and subject to periodic updates. The Company shall be solely responsible for obtaining all necessary consents or other approvals in connection with personal data provided to the Company.
12. **Miscellaneous.** This "SA", including and together with the License Agreement, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. No amendment to or rescission, termination, or discharge of the "SA" is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of the "SA" and signed by an authorized representative of each party to the "SA". If any term or provision of this "SA" is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of the "SA" or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify the "SA" so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Nothing herein creates a joint venture or partnership between the parties to the "SA" or an employee/employer relationship. The Company is an independent contractor pursuant to the "SA". The terms of Sections 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, and 12 of this "SA" shall survive any termination or expiration of this "SA".

Company: NYPIT, Inc. (dba EverestLabs)
Signed By:  Ravinder P Singh
Title: CEO
Date: April 26
Signature: 

Company: LFVCC
Signed By: Linda Gorton
Title: Mayor
Date: 5/15/2020
Signature



APPENDIX A: LICENSE AGREEMENT

1. License.

1.1. License Grants and Assignment. (a) Subject to the terms and conditions of this License Agreement, the Company hereby grants to Customer, Customer's Sublessees, and its and their Authorized Users during the Term a non-exclusive, irrevocable (except as otherwise set forth in this License Agreement), non-transferable (except as set forth in Section 16.7), and non-sublicensable license to use (as set forth in Section 2.2) the Software for the Permitted Use. (b) The Customer understands that in the course of normal operation of the Equipment, the Equipment and/or its Software collects certain data, information, video, visual content, and other feedback that either the Equipment and/or its Software uses to improve such Equipment and/or its Software ("Equipment-Created Modification"), or which the Equipment stores or otherwise transmits or uploads to the Company ("Collected Data"). Customer agrees that, to the fullest extent permitted per applicable Laws, all rights, title, and interests in and to the Equipment-Created Modifications and Collected Data shall be owned by Company and Customer hereby assigns, transfers, and conveys to Company, automatically and irrevocably, for no additional consideration, all rights, title, and interests including, without limitation, Intellectual Property Rights, in and to the Equipment-Created Modifications and/or Collected Data to Company immediately upon its collection or coming into existence. In the event the foregoing assignment is unenforceable, void, or invalid for any reason, Customer hereby grants to the Company a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, fully transferable, fully sublicensable license to use, install, execute, run, copy, distribute, perform, display, modify, make derivative works of, advertise, market, promote, offer for sale, sell, rent, lease, license, transfer, export, import, make, have made, manufacture, and/or otherwise exploit such Collected Data and Equipment-Created Modifications for any reason or no reason including, without limitation, for purposes of improving and modifying the Software and/or the Equipment.

1.2. Scope of Licensed Access and Use. The Customer understands and agrees that the term "use" in the license grant in Section 2.1(a) means the right and license to do each of the following for or in connection with the Permitted Use (and subject to the terms and conditions of this License Agreement):

(a) execute, and run one copy of the Software on the Computer Equipment provided by Company for use by the Customer, its Sublessees and its and their Authorized Users solely in connection with and in the course of the operation of the Items of Equipment; and

(b) copy, internally display, and internally distribute copies of the Resultant Analyses for internal business purposes (and in no event for commercial purposes). The Customer understands and agrees that the Software will be stored on and run from the Computer

Equipment provide by Company, which Computer Equipment shall be equipped with access control software or other features that permit access thereto solely by the Company. Customer shall have no, and "use" as set forth in Section 2.1(a) shall not include, the right to access the Computer Equipment or to run, copy, or execute the Software contained thereon directly via the Computer Equipment; rather, the Software will be executed by the Items of Equipment in the normal course of operation.

1.3. Third Party Licenses. The Customer understands and agrees that the Software may contain or include software that is licensed to Company from one or more third parties ("Third Party Software") including, without limitation, Open Source Components. The Customer understands and agrees that, in addition to the terms and conditions in this License Agreement, the Customer's (and its Sublessees' and its and their Authorized Users') use of such Software shall be governed by, and subject to, the terms and conditions of the applicable third party licenses for such Third Party Software ("Third Party Licenses"). The additional terms governing such Third Party Licenses will be provided by Company within 10 Business Days upon request by Customer and such terms and conditions may be subject to change from time to time during the Term. Company will use commercially reasonable efforts to notify Customer of any change in the applicable terms and conditions of the Third Party Licenses prior to such change coming into effect. However, it is Customer's responsibility to check the website from time to time to ensure its compliance with the Third Party Licenses.

1.4. Terms of Use. The Parties understand and agree that this License Agreement does not govern any software-as-a-service that may be made available to Customer from Company accessible via a web browser that, among other things, provides the Customer with a dashboard of information concerning the Equipment and the Customer's use or operation thereof (the "SaaS Services"). The Customer's (and its Authorized Users') rights, duties, and obligations with respect to such SaaS Services are set forth in Company's Terms of Use which will be made available by Company in connection with the SaaS Services, and which may be modified or updated from time to time as set forth therein. The Customer agrees to be bound by such Terms of Use to the extent it uses the SaaS Services.

2. License Restrictions.

(a) Except as expressly permitted by this Agreement or any Third Party Licenses, or the extent the following restrictions are prohibited per applicable Laws, Customer shall not, and shall not permit others to:

(i) access, copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software;

(ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Software available, in whole or in part, to any third party, including by merger,

acquisition, operation of law, sale of equity securities representing a majority of the voting power of Customer's voting securities or similar transaction; or

(iii) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the Source Code of the Software, in whole or in part.

(b) Customer understands and agrees that, except as may be set forth in the Third Party Licenses, nothing in this License Agreement grants to Customer any right, title, or interest in and to the Source Code of the Software, the rights in which are expressly reserved by Company.

3. Delivery and Installation.

3.1. Delivery and Installation. Company shall install the Software onto the Computer Equipment on or prior to the installation of the Items of Equipment. Customer will provide all necessary cooperation and assistance requested by Company.

3.2. Installation of Company Systems; No Interference. Customer understands and agrees that in order to ensure proper operation of the Computer Equipment and, by extension, the Items of Equipment, the Computer Equipment must have access to and be connected to the internet via an appropriate internet connection. During the term, Company shall procure and maintain, at its cost and expense, equipment that the Company deems, in its sole discretion, reasonable to connect the Computer Equipment to the internet (the Computer Equipment, together with such other computer or network equipment provided by or on behalf of Company is referred to herein as the "Company Systems"). Customer agrees that at all times all rights, title, and interests in and to the Company Systems shall be owned by Company or its third party service providers and Customer shall have no right, title, or interest in and to such Company Systems. Customer shall not interfere with the Company Systems in any manner, nor shall Customer attempt to gain access to the Company Systems or otherwise connect to the internet via any device via the Customer Systems. Upon the expiration or termination of this License Agreement for any reason, Customer shall return to Company all Company Systems and/or otherwise permit or allow Company or its authorized representatives to access Customer's facilities and remove the Company Systems. Customer shall take no action to encumber in any manner the Company Systems.

4. Professional Services.

4.1. Custom Software. The Customer understands and agrees that, unless otherwise mutually agreed upon by the Parties in writing pursuant to a separate Professional Services Agreement, the Company shall not be required to provide the Customer with any modified, altered, or custom Software ("Custom Software"). In the event the Customer desires Custom Software for use with the Equipment, the terms and conditions concerning such development, customization, and other professional

services to be provided by Company in connection with the creation or development of such Custom Software ("Professional Services") will be set forth in a mutually agreed upon Professional Services Agreement, provided, however, that upon its creation and delivery to Customer, the Custom Software shall be deemed Software for purposes of this License Agreement. As between the parties, all rights, title, and interests including, without limitation, Intellectual Property Rights, in and to the Custom Software shall be owned by Company and Customer hereby assigns, transfers, and conveys to Company automatically and irrevocably, all rights, title, and interests including, without limitation, all Intellectual Property Rights in and to such Custom Software for no additional consideration immediately upon its coming into existence. In the event the foregoing assignment is unenforceable, void, or invalid, Customer hereby grants to the Company a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, fully transferable, fully sublicensable license to use, install, execute, run, copy, distribute, perform, display, modify, make derivative works of, advertise, market, promote, offer for sale, sell, rent, lease, license, transfer, export, import, make, have made, manufacture, and/or otherwise exploit such Custom Software for any reason or no reason including, without limitation, for purposes of improving and modifying the Software and/or the Equipment.

5. Customer Feedback, Customer Data, and Resultant Analyses.

5.1. Customer Feedback. In the event Customer (or its Sublessees or its or their Authorized Users) provide Company or its authorized representatives with any feedback, ideas, improvements, modifications, content, discoveries, inventions or other information, data, content, or materials intended to improve the Equipment or the Software ("Customer Feedback"), Customer hereby assigns, transfers, and conveys to Company automatically and irrevocably, all rights, title, and interests including, without limitation, all Intellectual Property Rights in and to such Customer Feedback for no additional consideration. Customer shall obtain appropriate assignments from its Sublessees and its and their Authorized Users. In the event the foregoing assignment is unenforceable, void, or invalid, Customer hereby grants to the Company a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, fully transferable, fully sublicensable license to use, install, execute, run, copy, distribute, perform, display, modify, make derivative works of, advertise, market, promote, offer for sale, sell, rent, lease, license, transfer, export, import, make, have made, manufacture, and/or otherwise exploit such Feedback for any reason or no reason including, without limitation, for purposes of improving and modifying the Software and/or the Equipment. Notwithstanding the foregoing, Feedback expressly excludes Customer Data.

5.2. Customer Data. The Parties understand and agree that in connection with this License Agreement or the Agreements, the Customer may provide the Company with information, data, or materials (including Confidential Information or trade secrets) concerning the operation of the Customer's business that is in existence prior to the Effective Date or independently created by the Customer outside the scope of this License Agreement or the Agreements ("Customer Data"). Customer shall retain all rights, title, and interests in and to such Customer Data; provided, however, that

Customer hereby grants to Company a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, fully transferable, fully sublicensable license to use, install, execute, run, copy, distribute, perform, display, modify, make derivative works of, advertise, market, promote, offer for sale, sell, rent, lease, license, transfer, export, import, make, have made, manufacture, and/or otherwise exploit such Customer Data for purposes of improving and modifying the Software and/or the Equipment and as needed to fully exploit such improvements or modifications.

5.3. Resultant Analyses and Reports. From time to time during the Term, the Company may make available to Customer certain data, information, documents, reports, or analyses concerning the Customer's or its Sublessees' use or operation of the Software or Equipment, which may or may not be created via the Software ("Resultant Analyses"). Company shall own all rights, title, and interests including, without limitation, all Intellectual Property Rights in and to the Resultant Analyses and Customer hereby assigns, transfers, and conveys to Company any and all rights, title, and interests including, without limitation, all intellectual Property Rights, in and to such Resultant Analyses automatically and irrevocably upon their coming into existence for no additional consideration.

6. Maintenance Releases; New Versions. During the Performance Period and Extended Performance Period and as part of the Support Services, the Company may provide Customer and its Sublessees with Maintenance Releases and/or New Versions as set forth in the Support Services Agreement.

7. Section seven is intentionally left blank.

8. Confidentiality. The Parties agree that the confidentiality obligations, terms, and conditions set forth in the Services Agreement are incorporated herein and shall apply with equal force to this License Agreement. Without limiting the foregoing all Software, Collected Data, and Feedback is the Confidential Information of Company.

9. Intellectual Property Rights.

9.1. Ownership Rights in Software. Subject to the rights and license granted by the Company in this Agreement, and the provisions of Section 11.2:

(a) The Company and its licensors, if any, reserve and retain their entire right, title, and interest in and to all Intellectual Property Rights arising out of or relating to the Software (including, without limitation, the Custom Software), the Collected Data, Resultant Analyses, and any and all Work Product; and

(b) None of the Customer, Sublessees or Authorized Users acquire any ownership of Intellectual Property Rights in or to any of the foregoing as a result of this License Agreement or otherwise.

9.2. Rights in Third Party Software. Notwithstanding anything to the contrary in this Agreement, the ownership of all Intellectual Property Rights in Third Party Software remains with the respective owners thereof.

10. Representations and Warranties.

10.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, the Agreements; (c) the execution of the Agreements by its representative whose signature is set forth at the end of the Agreements has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when executed and delivered by both Parties, the Agreements will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENTS, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, ORAL OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RETURN ON INVESTMENT WITH RESPECT TO THE AGREEMENTS OR ANY SUBJECT MATTER HEREOF. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE SOFTWARE. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE SOFTWARE OR THE EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO CUSTOMER'S DATA, EQUIPMENT, COMPUTERS OR NETWORKS. WITHOUT LIMITING THE FOREGOING, THE COMPANY WILL HAVE NO LIABILITY ARISING FROM ANY SECURITY INCIDENT OR DATA LOSS THAT WOULD HAVE BEEN PREVENTED IF CUSTOMER HAD COMPLIED WITH ITS DUTIES OR OBLIGATIONS UNDER THE AGREEMENTS. No third party, including any employee, partner, distributor or agent of the Company or sales agents is authorized to give any representations, warranties or covenants greater or different than those contained in the Agreements with respect to any Software or Support Services, except as specifically set forth in a written agreement signed on behalf of the Company and Customer, each by an authorized officer.

11. Indemnification. The indemnification rights and obligations set forth in the Services Agreement shall apply with equal force to this License Agreement.

12. Mitigation; Limitations of Liability. The terms and conditions set forth in Article XVIII of the Services Agreement are hereby incorporated by reference.

13. Termination.

13.1. Term and Termination. Unless earlier terminated as set forth in the Agreements, this License Agreement is effective as of the Effective Agreement and shall continue in force during the Term (as defined in the Services Agreement). In addition to any other express termination right set forth elsewhere in this License Agreement or in the Agreements:

(a) either Party may terminate this License Agreement, effective on written notice to the other party, if the other Party materially breaches this License Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(b) this License Agreement and the Support Services Agreement shall automatically and immediately terminate upon termination of the Services Agreement for any reason.

13.2. Effect of Expiration or Termination. Upon termination or expiration of this License Agreement for any reason, all licenses granted hereunder that are not perpetual in nature shall automatically and immediately be revoked and, except to the extent it is licensed to Company pursuant to Section 6.2 or otherwise hereunder or pursuant to the Agreements, in which case the confidentiality obligations concerning such Confidential Information shall continue, the Receiving Party shall: (i) return to the Disclosing Party all documents and tangible materials containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information; and (ii) permanently erase the Disclosing Party's Confidential Information from its computer systems, except, in each case, to the extent that the Receiving Party requires or will require such Confidential Information to exercise any of its surviving rights or to perform any of its surviving obligations under the Agreements; (iii) permanently erase the Disclosing Party's Confidential Information from its computer systems; and (iv) certify in writing to the Disclosing Party that it has complied with the requirements of this Section 13.2.

13.3. Survival. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, Section 16, Section 15.2, and this Section 15.3.

14. Miscellaneous. 14.1. UCITA Not Applicable. To the fullest extent permitted per applicable Law, the Uniform Computer Information Transactions Act and any state law based thereon or enacting same is not applicable to the subject matter of this License Agreement or the Software licensed by Company hereunder.