

## iSpring Content Library Subscription Agreement

ATTENTION: THIS IS A LEGALLY BINDING CONTRACT THAT SHOULD BE READ IN ITS ENTIRETY BEFORE USING THIS WEBSITE AND CONTENT LIBRARY. YOU HEREBY ASKED TO ACCEPT THESE TERMS AND CONDITIONS OF ISPRING CONTENT LIBRARY SUBSCRIPTION AGREEMENT (THE "AGREEMENT") WHICH WILL GOVERN YOUR USE OF THIS WEBSITE ISPRINGSOLUTIONS.COM, (HEREAFTER REFERRED TO AS ISPRINGSOLUTIONS.COM, SITE, SERVICE, WEBSITE) AND CONTENT LIBRARY OWNED AND OPERATED BY ISPRING SOLUTIONS, INC. FURTHER DEFINED HEREIN AS "ISPRING", "WE" OR "COMPANY".

BY CLICKING ON THE CHECK BOX "*BUY NOW*" YOU ARE CONSENTING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU ASSERT THAT YOU HAVE THE AUTHORITY TO BIND STATED ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO STATED ENTITY AND ITS AFFILIATES.

### Definitions.

**"Affiliate"** means any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with the subject entity; "control" (including, with its correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

**"Client Devices"** means computers, workstations, personal digital assistants, hand-held devices, or other electronic devices for which the Content Library was designed.

**"Content Library"** means a digital library owned and operated by Company, with a focused collection of digital objects, including but not limited to the following components: images, templates, icons and backgrounds (the **"Content Library Components"**).

**"Documentation"** means the user documentation and associated materials or files related to the Content Library and provided in written, "online" or electronic form.

**"Use" or "Usage"** means accessing and using this Website, accessing, storing, loading, installing, executing, displaying, or copying the Content Library into the memory of a Client Device or otherwise benefiting from using the functionality of the Content Library in accordance with the Documentation.

**"User"** means an individual who is authorized by You to access and use of this Website, download and use the Content Library, for whom You have purchased the Content Library Subscription License, and for whom You (or Company at Your request) have supplied a user identification and password. Users may include, for example Your employees, consultants, contractors and agents and third parties with which You transact business.

**"Your Content"** means content, products, materials, services or information created by You or Users by using the Content Library.

### 1. Grant of License.

**2.1. License.** The Company hereby grants to You a non-exclusive limited, worldwide, non-transferable license, without rights to sublicense, to Use the Content Library on a specified number of Client Devices for a specified number of Users during an applicable subscription period (the **"Subscription Term"**) as reflected in the invoicing terms indicated in the applicable invoicing or packaging for the Content Library pursuant to the terms and conditions of this Agreement (**"Subscription License"**) to use the Content Library (in whole or in part) that You download in the following permitted uses:

- create Your Content for advertising, training, and promotional projects, including printed materials, Content Library packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards.

**2.2. Prohibited Uses.** Prohibited uses include, but are not limited to, the following:

- design template applications intended for resale, whether online or not, including, without limitation, website templates, eLearning templates, flash templates, business card templates, electronic greeting card templates, and brochure design templates. You may not offer these templates for a price or for free on a website, blog, or social network;

- sublicense, sell, assign, convey or transfer or attempt to transfer any of Your rights under this Agreement;
- sell, license or distribute the Content Library in whole or in part as stand-alone or as part of an online database or any other database, or any derivative Content Library containing the Content Library in such way that would allow a third party to use, download, extract or access the Content Library as a stand-alone file;
- share the Content Library in whole or in part with any other person or entity or post the Content Library in whole or in part online in a downloadable format, post the Content Library in whole or in part on an electronic bulletin board;
- download or store the Content Library on more than one Client Device at the same time, except that You may make a single backup copy to be stored on media separate from the single permitted Client Device;
- use, reproduce, distribute, perform, modify, or display the Content Library (including, without limitation, by itself or in combination with any other work of authorship) in any manner that is libelous or slanderous or otherwise defamatory, obscene or indecent;
- remove any copyright or proprietary notice or other information that may appear on, embedded in, or in connection with the Content Library in its original downloaded form, it being understood that you must include any and all such notices in any permitted backup copy of the Content Library;
- incorporate the Content Library into a logo, trademark, or service mark;
- take any action in connection with the Content Library that violates any applicable law;
- take any action in connection with the Content Library that violates or infringes the intellectual property or other rights of any person or entity, including, without limitation, the moral rights of the creator of the Content Library and the rights of any person who, or any person whose property, appears in the Content Library;
- take any action in connection with the Content Library that would reasonably imply that the creator of the Content Library, or the persons or property appearing in the Content Library (if any), endorse any political, economic or other opinion-based movements or parties;
- use the Content Library in a way that places any person in the photo in a bad light or depicts them in a way that they may find offensive - this includes, but is not limited to uses that are pornographic, defamatory, or otherwise contain unlawful, offensive or immoral content.

### **3. Use of the Content Library by You**

**3.1. Subscriptions.** Unless otherwise provided in the applicable invoicing terms, the Content Library is purchased as subscription.

#### **3.2. Usage Restrictions.**

You may only Use the downloaded Content Library Components while operating under a current Subscription License. Once your Subscription License has expired and/or is canceled, You must immediately delete any downloaded Content Library Components that are not currently embedded in Your Content. You do NOT need to remove Content Library Components from Your materials that are currently part of Your Content. You may continue to edit and maintain Content Library Components that are currently in existing content.

Any new features, enhancements, tools or resources that augment the current Content Library, shall be subject to the terms and conditions of this Agreement. Continued Use of the Content Library after any such change shall constitute Your consent to such changes. Violation of any of the terms and conditions of this Agreement will result in the termination of Your Subscription License.

You should only download Content Library Components as you need them and are using them in Your Content. You are not allowed to “stockpile” Content Library Components over 100 (one hundred) Components per day. If, upon our review and sole discretion, Your account is determined to be “stockpiling” then We will cancel it.

The quantity of Users may not be accessed by more than the number of permitted Users reflected in the invoicing terms. If You purchased a 1-User Subscription License, then only one User is allowed to access and download Content Library Components. Also, only 1 Content Library Components is allowed to Use the Content Library Components to create content. If You want other Users to have access then they should obtain licenses as well.

A User’s login and password may not be shared with any other individual.

### **4. Account Terms. Your Responsibilities.**

**4.1.** Your use of the Content Library is at Your sole risk. The Content Library is provided on an “as is” and “as available” basis.

**4.2.** In consideration of Your Use of the Content Library, You agree to and shall cause each User of the Content Library to:

- maintain the security of Your and Users accounts and passwords. Company cannot and will not be liable for any loss or damage from Your or Users failure to provide Company with accurate information or to comply with security obligations;

- notify Company of any unauthorized use of Your and Users accounts and passwords, or any other breach of security;
- be responsible for Your and Users' conduct. You are also responsible for all content posted and activity that occurs under Your Users' account, even when content is posted by others who have accounts under Your account;
- not to use the Content Library for any illegal or unauthorized purpose. You must not, in the use of the Content Library, violate any laws in your jurisdiction (including but not limited to copyright laws, trademark laws, patent laws, other intellectual property or industrial property laws, privacy laws, data export laws, and laws regarding libel and defamation);
- not to engage in any activity that interferes with or disrupts the Content Library, or the servers and networks connected with the Content Library;
- not to reproduce, duplicate, copy, sale, trade, resale, or exploit for any commercial purposes, any portion of the Content Library, use of the Content Library, or access to the Content Library without the express prior written permission of the Company;
- not modify, adapt or hack the Content Library or modify another website so as to falsely imply that it is associated with the Content Library, Company, or any other Company's service. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages;
- not transmit any worms or viruses or any code of a destructive nature.

## **5. Evaluation License.**

**5.1.** If the Content Library is licensed under Evaluation License terms You may Use the Content Library for the period as agreed in writing by Company) (the "**Trial Period**") solely for purposes of demonstration and internal testing, examination and evaluation of the Content Library. Any Use of the Content Library for other purposes or beyond the applicable evaluation period is strictly prohibited.

**5.2. Trial Periods.** If the Content Library was provided to You at no charge on a trial or evaluation basis, then the Content Library may be used only for the Trial Period unless You purchase a further Subscription License to the Content Library at the end of the Trial Period.

**5.3.** THE CONTENT LIBRARY LICENSED UNDER EVALUATION LICENSE TERMS IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY BEARS NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE CONTENT LIBRARY LICENSED UNDER EVALUATION LICENSE TERMS THROUGH AND AFTER THE TRIAL PERIOD.

## **5.4. Support Services.**

Company will use commercially reasonable efforts to provide You with Base Support services for the Content Library licensed under Evaluation License terms in accordance with its standard practices and Software Maintenance and Support Services Agreement ("**Maintenance and Support Services**") available at <https://www.ispringsolutions.com/maintenance-and-support-services-agreement>.

## **6. Proprietary Rights and Non-Disclosure.**

**6.1. Ownership Rights.** The Content Library is licensed, and not sold, to You for use only under the terms and conditions of this Agreement. The Content Library is protected by copyright and other intellectual property laws and treaties. You agree that the Content Library and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Content Library, are proprietary intellectual properties and/or the valuable trade secrets of the Company 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 Content Library 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 Company and/or its suppliers own and retain all right, title, and interest in and to the Content Library, including without limitations any error corrections, enhancements, updates or other modifications to the Content Library, whether made by the Company 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 Content Library does not transfer to You any title to the intellectual property in the Content Library, and You will not acquire any rights to the Content Library except as expressly set forth in this Agreement. All copies of the Content Library made hereunder must contain the same proprietary notices that appear on and in the Content Library. Except as stated herein, this Agreement does not grant You any intellectual property rights in the Content Library and You acknowledge that the Subscription 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. Company reserves all rights not expressly granted to You in this Agreement.

**6.2. Your Content.** We claim no intellectual property rights over Your Content you create with the Content Library. Your profile and materials created remain Yours. You or a third party Company, as appropriate, retain all patent,

trademark and copyright to any content You submit, post or display with the Content Library and you are responsible for protecting those rights, as appropriate.

**6.3. Third Party Components.** The Content Library and future updates and revisions of the Content Library 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 the Content Library is third parties’ intellectual property and is protected by United States, and international copyright laws and applicable treaties. Company has obtained such rights, permissions and consents as are necessary for Company to use the Third Party Components in conjunction with the Content Library as licensed by this Agreement. However, all such Third Party Components incorporated into or accompanying the Content Library 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 Content Library, 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 Company is able to provide to You pursuant to this Agreement (each as may be amended, from time to time). You acknowledge that the Subscription 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 Content Library, as permitted by this Agreement, and as permitted by the more restrictive of any Third Party Components license agreement applicable to Your and/or Company’s use of the Third Party Components.

**6.4. Applicability to Third Party Components.** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AND PROVIDES NO INDEMNIFICATION OR REPLACEMENT COVENANTS OF ANY KIND WITH RESPECT TO THIRD PARTY PRODUCTS. Company’s sole responsibility as to Third Party Components is to pass through any intellectual property warranties, indemnification and replacement provisions that Company receives from the vendors or suppliers of such Third Party Components and which Company is allowed to pass on. **“Third Party Components”** means application software products provided by third party vendors, including operating system and application software with which the Software interfaces and which provides certain functionality essential to the operation of the Content Library.

**6.5. Confidential Information.** You agree that, unless otherwise specifically provided herein the Content Library, including the specific design and structure of individual programs and the Content Library, constitute confidential proprietary information of the Company 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.

## **7. Indemnification**

You hereby agree to indemnify and hold harmless Company, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of any use of the Content Library by You or Users, acting upon Your authorization in a manner that is not expressly authorized by this Agreement, Your breach of this Agreement and any third party claims arise from Your use of Your Content.

## **8. Term and Termination**

**8.1.** The term of this Agreement (**“Term”**) shall begin when You purchase or otherwise legally obtain the Subscription License for the Content Library until the Agreement is terminated as provided herein.

**8.2.** The Company in its sole discretion, has the right to suspend or terminate Your or Users accounts and refuse any and all current or future use of the Content Library for any reason at any time. Such termination of the Content Library will result in the deactivation or deletion of Your access to the Content Library. In the event of the Content Library termination or cancellation, provisions of this Agreement related to the following shall survive: Indemnification, Your Information and the Company’s Privacy Policy, Proprietary Rights, Your Responsibilities, Disclaimers. For the protection and safety of all of our customers, eLearning Brothers LLC reserves the right to refuse service to anyone for any reason at any time, with or without notice.

**8.3. Term of Purchased Subscriptions.** The Subscription Term of each Subscription License shall be as specified herein or in the applicable invoicing terms. Except as otherwise specified in the invoicing terms, there shall be no automatic renewal or extension of the Purchased Subscription. Company reserves the right to change the per unit pricing for any Purchased Subscription at its sole discretion at any time with or without notice. The per unit pricing for Purchased Subscriptions is available at <https://www.ispringsolutions.com>.

**8.4.** This Agreement may be terminated by a superseding agreement, offered by the Company and accepted by You, for the Content Library, update of the Content Library and conditioning Your continued use of the Content Library or such replacement, modified or updated version on Your acceptance of such superseding Agreement.

**8.5.** 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.

**8.6.** Upon any termination or expiration of this Agreement, You must immediately cease Use of the Content Library and permanently destroy and/or delete all copies of the Content Library.

**8.7. No Rights Upon Termination.** Upon termination of this Agreement, You will no longer be authorized to Use the Content Library in any way and no refunds (in whole or partial) will be granted.

## **9. Fees and Payment, Refunds**

**9.1. Invoicing and Payment.** Company offers the Content Library for annual fees (the “Fees”) which You will pay to Company by authorized credit card or, if agreed to by Company, by another method of payment. The Fees applicable for the Content Library are available at <https://www.ispringsolutions.com>. Company reserves the right to change the Fees or applicable charges and to institute new charges at any time, upon thirty (30) days prior notice to You (which may be sent by email to the address You have most recently provided to Company).

**9.2. Fees. You will pay all Fees specified herein** or in the invoicing terms. Except as otherwise specified herein or in the invoicing terms, (i) fees are based on the Content Library purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term.

## **10. Taxes**

All disbursements, prices and fees payable to Company 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 Company’s income taxes. You shall cover all fees and processing expenses for charge backs, frauds, and refunds. Notwithstanding anything to the contrary herein, You 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 Company with such certificate, document or proceeding.

**11.Right to Audit.** To prevent fraud Use of the Content Library and support services, Company, without written notice to users during Company’s business hours may examine and/or audit the Use of the Content Library by any user. If any examination or audit should reveal unlicensed Use of the Content Library and support services by either an individual or an entity, then Company reserves the right to reset the number of activations, demand such user to deactivate the Content Library and stop providing such users with support services for the Content Library, until such users obtain a license for the Content Library.

## **12. Disclaimers.**

**12.1. Customer Remedies.** The Company and its suppliers’ entire liability and Your exclusive remedy for any breach of the foregoing warranty shall be at the Company’s option: (a) return of the purchase price paid for the license, if any, or (b) correction of the defects, “bugs” or errors within reasonable period of time.

**12.2. No Warranties.** EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE CONTENT LIBRARY AND SUPPORT SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY WHATSOEVER AND THE COMPANY MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE CONTENT LIBRARY OR CONTENT THEREIN OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THIS AGREEMENT OR OTHERWISE. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE CONTENT LIBRARY TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE CONTENT LIBRARY. THE COMPANY MAKES NO WARRANTY THAT THE CONTENT LIBRARY AND SUPPORT SERVICES WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE CONTENT LIBRARY AND THE ACCOMPANYING WRITTEN MATERIALS OR THE USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY ACKNOWLEDGE THAT THE CONTENT LIBRARY AND SUPPORT SERVICES MAY NOT BE OR BECOME AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING WITHOUT LIMITATION PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD,



TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, AND ACTIONS AND OMISSIONS OF THIRD PARTIES. THEREFORE, THE COMPANY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SYSTEM AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE LOSS OF DATA DURING ANY COMMUNICATIONS AND ANY LIABILITY ARISING FROM OR RELATED TO ANY FAILURE BY THE COMPANY TO TRANSMIT ACCURATE OR COMPLETE INFORMATION TO YOU.

**12.3. LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE CONTENT LIBRARY AND THE INFORMATION CONTAINED IN OR COMPILED BY THE CONTENT LIBRARY, AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE COMPANY OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE, REPAIR COSTS, COST OF PROCURING SUPPORT SERVICES, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE CONTENT LIBRARY, OR THE INCOMPATIBILITY OF THE CONTENT LIBRARY WITH ANY HARDWARE, SOFTWARE OR USAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE LICENSE FEE PAID BY YOU TO COMPANY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **13. Maintenance and Support Services. Changes to the Content Library.**

**13.1.** Company will use commercially reasonable efforts to provide You with Base Support services for the Content Library during the Subscription Term in accordance with its standard practices and Software Maintenance and Support Services Agreement ("**Maintenance and Support Services**") available at <https://www.ispringsolutions.com/maintenance-and-support-services-agreement>.

**13.2.** Although the Company endeavors to maintain its prices indefinitely once You become a paying customer, the Company reserves the right at any time, and from time to time to modify or discontinue, temporarily or permanently, the Content Library (or any part thereof) with or without notice. Notwithstanding the foregoing, the Company will endeavor to provide You with a 30-day notice of any changes and You shall have the right to cancel the Content Library Subscription and receive a full refund of any unexpended subscription fees.

### **14. Indemnification**

You will, at Your own expense, indemnify and hold Company, and its affiliates and suppliers, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "**Claims**"), arising out of any use of the Content Library by You, use of Your Content, any party related to You, or any party acting upon Your authorization in a manner that is not expressly authorized by this Agreement.

### **15. U.S. Government-Restricted Rights.**

**15.1. Notice to U.S. Government End Users.** The Content Library and accompanying Documentation are deemed to be "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," respectively, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights, including any use, modification, reproduction, release, performance, display or disclosure of the Content Library and accompanying Documentation, as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**15.2. Export Restrictions.** You acknowledge and agree that the Content Library may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations of the United States (the "**Acts**"). You agree and certify that neither the Content Library nor any direct Content Library thereof is being or

will be used for any purpose prohibited by the Acts. You may not Use, download, export, or re-export the Content Library (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or Using the Content Library, You are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list. You acknowledge that it is Your sole responsibility to comply with any and all government export and other applicable laws and that the Company has no further responsibility for such after the initial license to You. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied Your export privileges.

#### **16. Your Information and the Company's Privacy Policy.**

You acknowledge receipt of and agree to the Company's privacy statement, which is made available to You in connection with installation and is set forth in full at <https://www.ispringsolutions.com/company/policy/privacy>. The Content Library is provided via equipment and other resources located in the United States and other locations throughout the world and You hereby expressly consent to having Your personal data (which may be collected by the Company or its distributors) processed by Company in the United States and other locations throughout the world according to the Company's current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference. By entering into this Agreement, You agree that the Company may collect and retain information about You gathered during any Trial Period or as part of the Content Library Support Services provided to You, if any, related to the Software, including Your name, email address. The Company employs other companies and individuals to perform certain functions on its behalf. Examples include delivering packages, sending e-mail, analyzing data, providing marketing assistance, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

#### **17. Miscellaneous.**

**17.1. Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

**17.2. Period for Bringing Actions.** No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

**17.3. 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*, Company may mention You as a customer on its website and general marketing communications.

**17.4. Entire Agreement; Severability; No Waiver.** This Agreement is the entire agreement between You and Company and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Content Library or to subject matter of this Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by You and an authorized representative of Company provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Company's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

**17.5. Injunctive Relief.** You agree that a breach of this Agreement adversely affecting Company's proprietary rights in the Content Library may cause irreparable injury to Company for which monetary damages would not be an adequate remedy and Company shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

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