

12. Maintenance and Support Services. Changes to the Content Library.

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“Maintenance and Support Services”) availale at
<https://www.ispringsolutions.com/maintenance-and-support-services-agreement>.

12.2. Although the Licensor endeavors to maintain its prices indefinitely once You become a paying customer, the Licensor 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 Licensor 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.

13. Indemnification

You will, at Your own expense, indemnify and hold Licensor, 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”)* arisin out o any use o the Content irary you use o our Content any party related to ou or any party actin upon our authoriation in a manner that is not epressly authorized y this reement.

14. U.S. Government-Restricted Rights.

14.1. 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 Unpublished-rights reserved under the copyright laws of the United States.

14.2. Export Control Laws. You hereby acknowledge and agree that the Content Library may be subject to restrictions and controls imposed by applicable laws and regulations with regards to economic sanctions; export controls, import regulations and trade embargoes collectively “Export Control Laws”), including those of the European Union and United States specifically, the Export Administration Act of 1979 and the Export Administration Regulations “EAR”).

By purchasing the Content Library, You are representing and warranting that You are not a person individual or a legal entity) targeted by Export Control Laws nor You in case of a legal entity) are otherwise owned or controlled by or acting on behalf of any person targeted by Export Control Laws.

Further, You agree and certifies that neither the Content Library, nor any related technical information are

1. Being or will be used for any purpose prohibited by the Export Control Laws, or
2. Downloaded, transferred, exported, or re-exported directly or indirectly in violation of Export Control Laws; or
3. Used for any purpose prohibited by Export Control Laws, including but not limited to nuclear, chemical, or biological weapons proliferation; or
4. Exported to restricted andor embargoed destinations including, but are not limited to, Cuba, Iran, North orea, Sudan, and Syria), prohibited end-users); andor
5. Participate in prohibited end-use andor proliferation activities.

Licensor will not be liable to You for any failure to provide the Content Library, as a result of any government action that Licensor reasonably believes may adversely impact its obligations under this agreement, its business, or its reputation.

15. Your Information and the Licensor's Privacy Policy.

You acknowledge receipt of and agree to the Licensor's privacy statement, which is made available to You in connection with installation and is set forth in full at <https://www.ispringsolutions.com/Licensor/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 Licensor or its distributors) processed by Licensor in the United States and other locations throughout the world according to the Licensor'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 Licensor 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 Content Library, including Your name, email address. The Licensor employs other companies and individuals to perform certain functions on its behalf. Examples include delivering packages, sending email, 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.

16. Miscellaneous.

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

Notwithstanding the foregoing, if the iSpring entity, providing the Content Library is any other company indicated on the Company Page, as the case may be, any dispute arising hereunder shall be exclusively construed in accordance with the laws of the country of registration of this iSpring entity without regard to principles of conflict of laws.

16.2. 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 Content Library 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.

16.3. Assignment. This Agreement, rights and obligations provided hereunder may not be assigned, in whole or in part by You, without the prior written consent of the Licensor. Any attempt of assignment without such consent shall be null and void and of no force and effect. The Licensor shall have the right at all times to assign any of its rights or obligations under this Agreement to any of the Affiliate of the Licensor or other companies authorized by the Licensor to provide the Content Library, with prior notice to You.

16.4. 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.

16.5. 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 may mention You as a customer on its website and general marketing communications.

16.6. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between You and Licensor 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 Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor'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.

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

© 2023 iSpring. The Content Library, including the components, updates, modifications, enhancements and any accompanying Documentation, are copyrighted and protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.