

## **iSpring Software Maintenance and Support Services Agreement**

THIS AGREEMENT GOVERNS THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES (WHICH WILL BE REFERRED TO IN THIS AGREEMENT AS THE "SERVICE" OR "SERVICES") PROVIDED BY ISPRING TO CUSTOMERS.

ATTENTION: BY ACCEPTING THIS AGREEMENT, EITHER BY CONTACTING ISPRING FOR MAINTENANCE AND SUPPORT SERVICES THROUGH TELEPHONE, E-MAIL OR LIVE CHAT OR BY PURCHASING A SUPPORT PROGRAM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. 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. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT RECEIVE THESE SERVICES.

You may not receive the Services if You are a direct competitor of iSpring, except with prior written consent on behalf of iSpring. In addition, You may not receive the Services for purposes of evaluating or monitoring their quality or performance, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and iSpring as of the date of Your acceptance of this Agreement.

### **1. DEFINITIONS**

**"Affiliate"** shall mean, with respect to You, any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, You; "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).

**"Case"** shall mean Your support request for the Services that relates to the Software, or to the Error caused by the Software.

**"Case Identification Number"** shall mean the identification and tracking number generated by iSpring and provided to You to allow registration and tracking of Your Case.

**"Error(s)"** shall mean one (1) or more reproducible deviations in the standard, unmodified Software from the applicable specifications shown in the documentation.

**"Error Report(s)"** shall mean the document to be created by iSpring Software each time an Error occurs in the Software.

**"iSpring Cloud Services"** shall mean a current version of iSpring Cloud Services ("iSpring Learn", "iSpring Cloud") which You have been validly licensed to use including Maintenance Releases and website updates (the "Updates"). Your use of iSpring Cloud Services is subject to the terms of the relevant iSpring cloud services subscription agreement.

**“Maintenance Release”** shall mean a small software update that improves the functionality of the Software and does not contain any new significant features or enhancements. Maintenance Releases are represented by the number that goes after the second decimal point in the version number. For example, 6.1.1, 6.1.2 and 6.1.3 are maintenance releases of version 6.1.

**“Major Upgrade”** shall mean new subsequent releases of iSpring software which significantly enhances the Software with qualitative changes in functionality and usability and which bears a new first numeral such as 6.0 or 7.0.

**“Minor Upgrade”** shall mean a successor version of the Software which improves functionality or adds new features to the Software and bears a new second numeral such as 6.5 or 6.6.

**“Object Code”** shall mean the binary machine readable version of the Software.

**“Services”** shall mean Base Support, Standard and Extended Support provided under this Agreement, as described in Sections 3 and 4 as applicable.

**“Software”** shall mean a current version of iSpring products (“iSpring Converter Pro”, “iSpring Presenter”, “iSpring QuizMaker”, “iSpring Suite”, “iSpring Suite DX”, “iSpring River”, “iSpring Cam”, “iSpring TalkMaster”) which You have been validly licensed to use including, Maintenance Releases, and Minor and Major Upgrades. Your use of the Software is subject to the terms of the relevant software license agreement.

**“Support Hours”** means Monday through Friday 9:00 a.m. to 9:00 p.m. Central European Time and 7:00 a.m. to 7:00 p.m. US Eastern Time excluding all federal public holidays.

**“Support Request”** means a request for Services submitted to iSpring by You in accordance with this Agreement. Support Requests shall be submitted via email (support@ispringsolutions.com) or telephone (1 800 640 0868).

**“You”** or **“Your”** shall mean the individual person who purchased, installed and is using the Software on his or her own behalf under the relevant software license agreement; or, if the Software is being purchased, downloaded or installed on behalf of an organization, such as an employer, “You” or “Your” shall mean the company or other legal entity for which the Software is downloaded or installed.

**“Your Data”** shall mean electronic data and information which makes possible duplication of the Error in the iSpring testing environment, submitted by or for You to the Services or collected and processed by or for You using the Services.

## **2. ISPRING REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**2.1** iSpring represents, warrants and covenants that: the Services will be performed by iSpring in a professional manner in accordance with applicable industry standards;

**2.2** It will comply with all applicable laws in providing the Services;

**2.3.** The performance of Services for You under this Agreement does not and will not violate any agreements or obligations iSpring may have to any other person or entity.

### **3. BASE SUPPORT**

**3.1** iSpring shall provide You with the Base Support for the Software and iSpring Cloud Services during the Support Hours throughout the trial period if the Software or iSpring Cloud Services were provided to You on a trial or evaluation basis.

"Base Support" includes the identification, diagnosis and correction of Errors by providing the following services by help desk technicians sufficiently qualified and experienced to identify and resolve Your Support Requests reporting the Errors: (a) e-mail assistance, providing responses to You within 5 (five) business days; (b) telephone assistance responding incoming calls without calls-back to You; (c) access to technical information provided either on iSpring's website or delivered to You in writing by e-mail; error correction services, including without limitation identifying defective code and to provide corrections, workarounds and/or an object code patches to correct Errors, or a specific action plan as to how iSpring will address the problem and an estimate of how long it will take to rectify the defect.

**3.2 Handling of Support Requests.** All Support Requests shall be investigated and if the request relates to the Software, or to an Error caused by the Software, (a) a Case shall be opened, (b) a Case Identification Number shall be generated and provided to You by an iSpring support representative(s), and (c) the Case shall be resolved in accordance with standard iSpring procedures and processes. For Error Reports received by iSpring during iSpring's business hours, iSpring will use business reasonable commercial efforts to communicate with You about the Error via e-mail or online facilities available on the iSpring web site.

**3.3 Support Requests outside standard Support Hours.** All emails voicemails will receive a response via email within the next 5 (five) business days.

**3.4 Limitation on the Services.** Notwithstanding any other provisions in this Maintenance and Support Services Agreement, iSpring shall provide the Services only with respect to one (1) most recent Major Upgrade of the Software.

**3.4.1** iSpring shall have no obligation to provide the Services for the Software except as set forth in this Agreement. iSpring shall not have any responsibility to develop subsequent components for the Software or additional processes for You, except as explicitly set forth herein.

**3.4.2** Contacting iSpring for receiving Services, You agree to provide all necessary information to iSpring which makes it possible to duplicate the Error in the iSpring testing environment. In the case that You fail to provide necessary information to iSpring, iSpring has no obligations to provide the Services.

**3.4.3** iSpring shall have no obligation to perform the Services in connection with the Errors resulting from hardware or software not supplied by iSpring. iSpring shall have no obligation to perform the Services unless the Services were purchased by You.

**3.4.4** Unless otherwise authorized in writing by iSpring, iSpring will not be required to correct any Error caused by (a) incorporation or attachment of a feature, program, or device to the Software or any part thereof; (b) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification, or enhancement of the Software; (c) the failure to provide an installation environment recommended for the Software; (d) use of the Software for other than the specific purpose for which the Software is intended; (e) use of the Software on any systems other than the specified hardware platform for such Software; (f) if applicable, use of defective media or defective duplication of the Software; or (g) failure to incorporate any Software revision or patch previously released by iSpring which corrects such Error.

**3.5** Maintenance and Support Services do not include: (a) development of custom computer programs, (b) repairs or service relating to any third party software or hardware.

**3.6 Intellectual Property Rights.** Title to all Error Corrections, Maintenance Releases and Minor and Major Upgrades shall remain solely and exclusively with iSpring. It is hereby acknowledged and agreed that the former shall be deemed to constitute the Software for purposes of the application of the software license agreement.

#### **4. STANDARD AND EXTENDED SUPPORT**

**4.1** You may purchase Standard or Extended Support choosing from iSpring Standard and Extended Support Plans on iSpring website <http://www.ispringsolutions.com>.

**4.2** The Standard or Extended Support Plan selected by You means the "Purchased Plan", which includes Base Support and may include additional Services below for the Software, which are determined by iSpring at its sole discretion and published on iSpring website <http://www.ispringsolutions.com>. iSpring reserves the right to add or reduce the number of the Services and to change the Services included in Standard or Extended Support Plans for the Software at its sole discretion at any time with or without notice.

**Case Analysis.** iSpring shall provide Case Analysis to resolve difficult issues with the Software that require a thorough research of a specialist. Your Case shall be investigated by professional iSpring support engineers. For especially complex issues, iSpring developers and quality assurance engineers will be involved in working out a resolution.

After purchasing the Support Plan that includes Case Analysis, You will be contacted by an iSpring support representative concerning the details of the issue within one business day.

Another way to submit Your case after purchasing the Support Plan with Case Analysis:

- Log in to Your iSpring account;
- Create a Case Identification Number;
- Provide a detailed description of the issue;
- Attach files required for researching the issue.

An iSpring support representative shall initiate the Case research process within one business day. As soon as a reliable, quality solution is worked out, an iSpring support representative shall provide You a problem description, possible resolution or workaround, and recommendations or a bug fix. Each Support Plan includes a certain number of Case Analyses. It is up to iSpring support representative(s) to determine if an issue was connected with an iSpring Software bug. If the issue was not caused by an iSpring Software bug, but by operating system or user error, the provided Case Analysis shall not be withheld from the amount of the Case Analyses remained before the expiration of a Purchased Support Plan.

**Dedicated Support Analyst.** iSpring shall provide to You in writing, the name(s) of a dedicated telephone and email support analyst(s) within five (5) days after purchasing an Extended Support Plan that includes a Dedicated Support Analyst. Such dedicated telephone and email support analyst(s) shall be available within the Support Hours.

**New Feature Request Prioritization.** iSpring help desk technician(s) shall pass Your feature requests to product development engineers. Any feature request shall be responded to by iSpring help desk technician(s) within seven (7) business days. It is up to iSpring to evaluate the feasibility of Your feature request and iSpring shall have no obligations to include Your feature request in any future iSpring software development plan.

**Priority Email and Phone Response.** All Your Support Requests will receive a response via e-mail or phone within 1 (one) business day.

**Remote Assistance.** Maintenance and Support Services shall be provided in part by directing You to use certain diagnostic tools available in the Software. If this proves insufficient to resolve the support request, if You grant explicit permission, and if You establish and maintain the appropriate network configuration, iSpring personnel shall access the Software remotely and provide remote systems connection via a program chosen by You from the list suggested by iSpring personnel. iSpring Remote Assistance implies close examination of Your system within the framework of the real-time screen sharing. During the Remote Assistance session, an iSpring support representative, based on his knowledge and experience, will work out the best way to eliminate the issue.

After You purchase the Support Plan that includes Remote Assistance:

- An iSpring support representative shall contact You within one (1) business day;
- The 1-hour Remote Assistance session shall be scheduled for the time most convenient for You;
- iSpring shall provide You instructions about the Remote Assistance process and the required software;
- An iSpring support representative shall remotely access and diagnose the origin of the issue on Your computer to eliminate the problem;
- iSpring shall provide You free follow-up Remote Assistance if the issue isn't eliminated during the 1-hour session;
- The detailed Remote Assistance session report shall be provided.

During the secure Remote Assistance session, an iSpring support representative can temporarily control Your mouse and keyboard. You shall maintain control over Your machine and can either disconnect the session or take control from the technician at any time. iSpring shall guarantee that your privacy and security will never be compromised during the session.

Each Support Plan includes a certain number of Remote Assistance sessions. It is up to iSpring support representative(s) to determine if an issue was connected with an iSpring Software bug. If the issue was not caused by an iSpring Software bug, but by an operating system or user error, the provided Remote Assistance session shall not be withheld from the amount of the Remote Assistance sessions remained before the expiration of a Purchased Support Plan.

**Support.** iSpring shall provide You expert level support via phone, email and live chat within the Support Hours to assist You with the operations and support of the Software, including training, support, and consultation to optimize the Software system and Your practices.

**Unlimited Major and Minor Upgrades.** iSpring shall provide, as soon as they are made available, to You all Major and Minor Upgrades within the term of Your Purchased Plan.

**4.3** iSpring reserves the right to add or reduce the number of the Services and to change the Services included in the Extended Support Plans at its sole discretion at any time with or without notice.

## **5. OUT OF SCOPE PROBLEMS**

Any time incurred by iSpring in diagnosing or fixing problems that are not caused by the Software, or are not covered by this Agreement are billable to You at iSpring's then-existing rates with a one-hour minimum per call.

## **6. TERM AND TERMINATION.**

**6.1 Term of the Agreement.** This Agreement commences on the date You purchased the Software or iSpring Cloud Services under the relevant license agreement and continues until the term of the Purchased Plan hereunder has expired or has been terminated (the "Term").

## **6.2 Term of the Base Support.**

**6.2.1** The term of the Base Support for the Software and iSpring Cloud Services provided to You on a trial or evaluation basis, shall become effective on the beginning of a trial period and continues until the expiration date of a trial period.

**6.2.2** The term of the Base Support for iSpring Cloud Services provided to You under the terms of a relevant iSpring cloud services subscription agreement, shall become effective on the date You purchased iSpring Cloud Services and continues during a relevant subscription term or until You purchase an Extended Support Plan.

**6.3 Term of the Purchased Plan.** The term of each Purchased Plan shall become effective on the date You purchased the Purchased Plan and continue for a one (1) year term (the “Initial Term”). The Purchased Plan may be renewed for additional periods equal to the Initial Term upon Your written notice to iSpring at least 30 days before the end of the relevant Purchased Plan prior term. The per unit pricing during any renewal term will be the same as that during the immediate prior term, provided that iSpring reserves the right to change the per unit pricing for any Purchased Plan for a renewal term at its sole discretion at any time with or without notice. The per unit pricing for Extended Support Plans is available at <http://www.ispringsolutions.com>.

**6.4 Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**6.5. Surviving Provisions.** The Sections 1, 2 and 7 will survive any termination or expiration of this Agreement.

## **7. FEES AND PAYMENT FOR PURCHASED SUPPORT PLANS, CHANGE OF SUPPORT PLANS**

**7.1.** During the term of the Base Support under Sections 6.2.1 and 6.2.2 iSpring shall not charge You for the Services set forth in Sections 3 of this Agreement, provided that iSpring reserves the right to charge You additional fees at its then-standard rates for additional services requested by You other than set forth in Sections 3 and for services performed in connection with reported Errors which are later determined to have been due to hardware or software not supplied by iSpring.

**7.2 Fees and Payment.** iSpring offers the Standard and Extended Support Plans set forth in Section 4 of this Agreement for annual fees (the “Fees”) which you shall pay to iSpring by authorized credit card or, if agreed to by iSpring, by another method of payment. iSpring reserves the right to change the Fees or applicable charges and to institute new charges at any time with or without notice.

**7.3 Change of Purchased Plans.** A change of a Purchased Plan can be an upgrade to Your current Purchased Plan. An upgrade is when You change Your current Purchased Plan to another Purchased Plan with equal or greater annually charge.

**7.4** Except as otherwise specified in the Purchased Plan, (i) fees are based on the Services 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 Support Plan Term.

**7.5 Taxes.** All disbursements, prices and fees payable to iSpring hereunder are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or similar taxes

now in force or enacted in the future, with the sole exception of iSpring'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 iSpring with such certificate, document or proceeding. If iSpring has the legal obligation to pay or collect Taxes for which You are responsible under this Section 7.5, iSpring will invoice You and You will pay that amount unless You provide iSpring with a valid tax exemption certificate authorized by the appropriate taxing authority. To further clarify, iSpring is solely responsible for taxes assessable against iSpring based on iSpring's income, property and employees.

**8. YOUR DESIGNATED PERSONNEL.** During the term of the Agreement, iSpring support help desk technician(s) shall contact You and/or a person authorized and identified by You. Such person identified shall have the authority to authorize an investigation of the Software problems and have knowledge of the rules of engagement for maintenance and support. You shall provide iSpring support representative(s) with the name and e-mail of Your authorized contact person, provided that said contact person's name and e-mail be revised by You at any time as long as iSpring is informed in writing.

For concurrent or multi-seat software licenses purchased, the number of contact persons who are eligible to receive technical support, shall not exceed one (1) authorized contact person per license. To increase the number of Your authorized contact persons, you may purchase Standard or Extended Support choosing from iSpring Standard and Extended Support Plans on iSpring website <http://www.ispringsolutions.com>. For more information please contact iSpring at <https://www.ispringsolutions.com/contact-sales.html>

## **9. INDEMNIFICATION**

You hereby agree to indemnify and hold harmless iSpring, 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 Your breach of this Agreement and any third party claims arising from Your Data.

## **10. CONFIDENTIALITY.**

**10.1. Definition of Confidential Information.** "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; iSpring Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and pricing, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by designated 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.

**10.2. Protection of Confidential Information.** The Receiving Party will use the same degree of

care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this Section 10.2.

## **11. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY**

**11.1** In no event shall iSpring be liable for any special, indirect, incidental, punitive, or consequential damages, including loss of profits arising from or related to the breach of this Agreement, even if iSpring had been advised of the possibility of such damages.

**11.2** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN THE EVENT ANY REMEDY FAILS ITS ESSENTIAL PURPOSE, ISPRING'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT ACTUALLY RECEIVED BY ISPRING PURSUANT TO THIS AGREEMENT.

**11.3** THE SERVICES ARE PROVIDED "AS IS" AND EXCEPT AS SET FORTH IN SECTION 2.2, ISPRING MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE OR THE SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR USE BY CUSTOMER. ISPRING FURNISHES THE WARRANTIES IN SECTION 2.2 IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**11.4** No action, regardless of form, arising under this Agreement, may be brought more than one year after the cause of action has arisen, except that an action for nonpayment may be brought within two (2) years after the date of the most recent payment.

**12. INDEPENDENT CONTRACTOR.** All work performed by iSpring in connection with the Software and/or the Services described in this Agreement shall be performed by iSpring as an independent contractor and not as Your agent or employee. All persons furnished by iSpring shall be for all purposes solely iSpring's employees or agents and shall not be deemed to be Your employees for any purpose whatsoever. iSpring shall furnish, employ, and have exclusive control of all persons to be engaged in performing maintenance services under this Agreement and shall prescribe and control the means and methods of performing such maintenance services by providing adequate and proper supervision. iSpring shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages, and payment of taxes, such as employment, social security, and other payroll taxes including applicable contributions from such persons when required by law.

## **13. GENERAL PROVISIONS.**

**13.1 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.



**13.2 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 iSpring shall have the right to assign this Agreement to its Affiliates without Your prior consent by giving notification to You. 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.

**13.3 Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after being sent by confirmed facsimile, or (iv) the first business day after being sent by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

**13.4 Feedback.** You may from time to time provide suggestions, comments or other feedback to iSpring with respect to any product, material, software or information provided by iSpring (hereinafter "**Feedback**"). You agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for iSpring. However, iSpring shall not disclose the source of any Feedback without the providing party's consent. iSpring 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.

**13.5 Amendments.** This Agreement may be amended by iSpring at any time by providing the new terms and conditions for You to accept when You next log in to the website.

iSpring reserves the right to make changes or updates with respect to or in the Services or the Support Plans at any time without notice.

You also understand and agree that the Services may include certain communications from iSpring including service announcements, administrative messages, and product updates and that these communications are considered part of your registration, and you will not be able to opt out of receiving them.

**13.6 Export Regulations.** The parties acknowledge that the Services and all related technical information, documents, and materials may be subject to export controls under U.S. Export Administration Regulations and, to the extent applicable, the parties shall (a) comply with all requirements set forth in such regulations, and (b) cooperate fully with each other in any official or unofficial audit or inspection that relates to such export requirements.

**13.7 Governing Law.** 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 any products described herein in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Products, the application of which is expressly excluded.

**13.8 Severability.** If this Agreement or any provision thereof is, or the transactions contemplated hereby are, found by a court of competent jurisdiction to be invalid, void, unenforceable for any reason or inconsistent or contrary to any valid applicable laws or official orders, rules and regulations, in whole or in part, the inconsistent or contrary provision of this Agreement shall be null and void and such laws, orders, rules and regulations shall control and, as so modified, this Agreement shall continue in full force and effect and the remaining provisions of this Agreement

shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law; provided, however, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

**13.9 No Waiver.** No provision of the Agreement will be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such a provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights under the Agreement at any time to enforce strict compliance thereafter with every term and condition of the Agreement.

**13.10 No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and, except as otherwise provided herein, no other person will have any right, interest, or claim under this Agreement.

**13.11 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.