Privoro End User License Agreement

REVISION DATE: August 26, 2019

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update or provide correct information; (f) system incompatibility or provisions of incorrect compatibility information; (g) breaches in system security; (h) loss of revenue, profits, goodwill or anticipated sales or savings; or (i) for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of or in connection with this agreement, breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not the licensor was advised of the possibility of such damages. In no event will Privoro or any of its respective affiliates, officers, directors, employees, agents, suppliers, or licensors, whether individually or in aggregate, be liable to you for any amount or other damages in excess of the aggregate amount of the license fees paid by You to the applicable Approved Source for Your Use of the Licensed Software, whether such liability based in warranty, contract, or tort law (including negligence), or any other basis for liability. This limitation of liability is cumulative and not per incident. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law.

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or arising from the subject matter of this EULA (“Export Records”) coming into your possession or the possession of your affiliates, employees, contractors, agents, or Users. You represent and warrant to Privoro that you comply with the recordkeeping requirements in the Export Control and Trade Sanctions Rules, including those in Title 15 of the US Code of Federal Regulations Part 762. Upon ten business days’ notice, or as soon as practicable if required sooner by a government or regulatory official request, you shall provide Privoro with electronic copies (unless in a format as otherwise agreed by the parties) of all Export Records. You shall protect, defend, indemnify and hold harmless Privoro, its shareholders, directors, officers, employees and agents from any fines, damages, costs, losses, liabilities, fees, penalties, claims and expenses (including legal fees and expenses) incurred by Privoro as a result of the failure of your or your affiliates, agents, officers, directors, employees, or Users to comply with this Section. Your failure to comply with any part of this Section shall constitute a material breach of this Agreement.

12. **Interoperability.** To the extent required by applicable law, Privoro shall provide You with the interface information needed to achieve interoperability between the Licensed Software and another independently created program. Privoro will provide this interface information at Your written request after you pay Privoro’s licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Privoro makes such information available.

13. **Governing Law, Jurisdiction and Venue.** This EULA is exclusively governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona. Any legal suit, action or proceeding arising out of this EULA or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona in each case located in the city of Scottsdale and County of Maricopa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party’s address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this EULA or the transactions contemplated hereby.

14. **Disputes.** Disputes of every kind and nature between the parties arising out of or in connection with this EULA shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Maricopa County, Arizona. In the event of any litigation arising out of this EULA or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys’ fees and court costs.

15. **Integration.** If any portion of this EULA is found to be void or unenforceable, the remaining provisions of the EULA shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, the EULA constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language.