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13.3 Governing Law and Jurisdiction. Excluding conflict of law rules, this Agreement is governed by and construed under (a) the laws of the State of North Carolina. All suits, actions, disputes, or proceedings arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Raleigh, North Carolina. Nothing in this section shall restrict DataClarity's right to bring an action (including, for example, a motion for injunctive relief) against Licensee in the jurisdiction where Licensee's place of business is located. TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW, LICENSEE EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT.

13.4 Publicity. Licensee hereby grants DataClarity the right to list Licensee as a customer of DataClarity along with other customers in marketing materials such as the DataClarity website and web properties, customer-facing presentations, and press releases.

13.5 Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the Effective Date of this Agreement and which are beyond the reasonable control of the Parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.

13.6 Notices. All notices and other communications given or made pursuant to this Agreement concerning a breach, violation or termination hereof will be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier. All notices or other communications to DataClarity shall be sent to DataClarity Corporation at 4242 Six Forks Road, Suite 1550, Raleigh, NC 27609, USA to the attention of "Legal Department" or via e-mail at legal@DataClarityCorp.com. Unless otherwise specified by Licensee, all notices to Licensee shall be sent to the address provided by Licensee in the Order Form.

13.7 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

13.8 Waiver. No term of this Agreement will be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same. Neither this Agreement nor any Order Form shall be dependent on Licensee issuing a purchase order. Licensee acknowledges that any purchase order is for its administrative convenience only and that DataClarity has the right to issue an invoice and collect payment without a corresponding purchase order. Any additional or conflicting terms or conditions in any purchase order or other ordering documentation shall have no legal force or effect.

13.9 Entire Agreement. This Agreement (including each Order Form, and any other mutually agreed exhibits or attachments) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Licensee acknowledges that DataClarity Products are online, subscription-based services, and that to provide improved customer experience, DataClarity may make changes to the DataClarity Products (which may include making available different or substitute software compared to those available as of the Effective Date), and DataClarity will update the Documentation accordingly.

13.10 Independent Contractors. The Parties to this Agreement are independent contractors. Nothing in this Agreement will be construed to create an agency, joint venture, employment, partnership, fiduciary relationship, agency, or similar relationship between the Parties. Neither party will have the power to bind

the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.11 Audit Rights. Licensee agrees that DataClarity may monitor Licensee's use of DataClarity Products to verify that Licensee has not exceeded its permitted number of Authorized Users or Server Licenses. If DataClarity becomes aware of any excess usage of DataClarity Products directly or through third party tools and applications, then Licensee will pay for the excess usage and any ongoing excess usage at DataClarity's then-current rates. Upon DataClarity's written request, Licensee shall furnish DataClarity a current list of Authorized Users and a signed certification that DataClarity Products are being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable notice, DataClarity may audit Licensee's use of DataClarity Products, and records provided such audit is during regular business hours. If such inspections or audits disclose that Licensee had accessed or permitted access to DataClarity Products in a manner that is not permitted under this Agreement, then DataClarity may terminate this Agreement pursuant to Section 6 (Term and Termination) and Licensee is liable for the reasonable costs of the audit in addition to any other fees, damages, and penalties DataClarity may be entitled to under this Agreement and applicable law.

13.12 Authorized Partner. If Licensee acquired the DataClarity Products under an agreement ("Partner Agreement") with an authorized DataClarity reseller, partner, or OEM ("Authorized Partner") then, notwithstanding anything to the contrary in this Agreement: (a) Licensee's use of the DataClarity Products is subject to any additional terms in the Partner Agreement, including any limitations on use of the DataClarity Products in conjunction with third-party applications; and (b) Licensee agrees to pay the Authorized Partner the fees agreed in the Partner Agreement and Licensee has no direct payment obligations to DataClarity for that purchase under Section 5.2 above. If support terms and warranty stated in Licensee's Partner Agreement are different than what is stated in Section 1.11 or 7 herein, then DataClarity has no warranty or support obligations to Licensee under this Agreement (although the disclaimers of warranties in Section 7.3 still apply to Licensee). If support terms and warranty passed on in Licensee's Partner Agreement are as stated herein, then Section 1.11 and 7 shall apply to Licensee as written. Notwithstanding anything in this Agreement to the contrary, (a) the Partner Agreement may not modify any of the remaining terms of this Agreement, and (b) the Partner Agreement is between Licensee and the Authorized Partner and is not binding on DataClarity. DataClarity may terminate this Agreement (including Licensee's right to use the DataClarity Products) in the event DataClarity fails to receive payment for Licensee's use of the DataClarity Products from the Authorized Partner or if Licensee's breaches any term of this Agreement. Licensee further acknowledges that DataClarity makes no representation or warranty, nor incurs an obligation with respect to, with regard to any services or other products or solutions provided by any Authorized Partner, or any actions or failures to act by any Authorized Partner.

13.13 U.S. Government End-Users. DataClarity Products, underlying software, and related documentation are "Commercial Items" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" 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 as are granted to all other end users pursuant to the terms and conditions herein. If the user of DataClarity Products is an agency, department or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of DataClarity Products, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by this Agreement. All other use is prohibited.

13.14 Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

14. OTHER PROVISIONS

a) Any terms not defined in this Agreement will have the meaning ascribed to them in any other part of the Agreement;

b) The headings in this Agreement are for convenience only and are to be ignored in construing this Agreement;

c) Any reference in this Agreement to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time;

d) Where the context so admits, the singular includes the plural and vice versa.

15. DEFINITIONS. Unless defined elsewhere in this Agreement, the commonly used capitalized terms are defined below.

"Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

"Agreement" means this Agreement and any Order Form and documents incorporated into an Order Form.

"Authorized User" means any individual for whom the applicable subscription fees have been paid, as stated on the applicable Order Form, who are authorized by Licensee to use and access DataClarity Products directly or through connected third party tools and applications for any purpose regardless of whether those individuals are actively using the DataClarity Products at any given time. Licensee must identify all individuals who are authorized to use or access DataClarity Products in any way and for whom the applicable license fees are paid (each an Authorized User) and report such individuals to DataClarity in list form as Authorized Users (e.g., via a valid email address assigned by Licensee to each such Authorized User). The total count of Authorized Users must not exceed the number of Authorized User Licenses purchased pursuant to an Order Form directly with DataClarity or through an Authorized Partner, or otherwise granted by DataClarity in the case of Evaluation Licenses. Licenses granted on an Authorized User basis may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license between multiple users.

"Contractor" means those independent third parties who perform services related to this Agreement for Licensee.

"Documentation" means DataClarity's then-current technical and functional documentation, as well as any license roles and descriptions, if applicable, as the same may be provided by, and modified from time to time in the sole discretion of DataClarity. Licensee's use of the DataClarity Products is subject to the terms of the Documentation as if such Documentation was attached to and made a part of this Agreement.

"Effective Date" means the date of the applicable Order Form or the initial Delivery date of the Software (whichever is earlier).

"Intellectual Property Rights" means all copyrights, trademarks, service marks, trade secrets, patents, moral rights, contract rights, and other proprietary rights.

"Licensee's Content" includes any content or data provided or uploaded by Licensee or Licensee's authorized end users ("End Users").

"Licensee Data" means any business information or other data which Licensee input, or provide to DataClarity for inputting, into DataClarity Products.

"OEM Authorized Partner" means the DataClarity business partner that is appointed or authorized by DataClarity to reproduce, market, distribute, and license the DataClarity Products and Documentation as an integrated part of the Authorized Partner solution.

"Order Form" means the ordering document for DataClarity Products that references this Agreement.

"Party" or "Parties" means DataClarity and Licensee, individually and collectively, as the case may be.

"Services" means any mutually agreed upon services performed by DataClarity and/or its Affiliates and Contractors under a Services Agreement and applicable ordering document or SOW.

"Services Agreement" means the written services agreement, either signed or click-through, under which DataClarity provides services to Licensee.

"Software" means a generally available release of DataClarity's proprietary software product in object code form, licensed to Licensee under an agreement. Software excludes early release, technical preview, beta, free trial, or evaluation versions as well as any extensions, objects, open-source projects, or code made available without charge and any DataClarity Products which exclude Maintenance and Support in the terms of use.

"Subscription Term" shall have the meaning set forth in Section 5.1 of this Agreement.