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PM PRD 11.1
Data Collection and Processing Software
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THE PRODUCT HEREUNDER IS AUXILIARY TO THE DEVICE AND SHALL NOT BE INSTALLED AND/OR OPERATED IN ANY WAY UNLESS YOU HAVE PREVIOUSLY PURCHASED, AND CONTINUE TO BE A LEGAL USER OF THE DEVICE IN ACCORDANCE WITH THE PURCHASE TERMS OF THE APPLICABLE LICENSE AND/OR USER AGREEMENTS. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE PRODUCT SHALL BE OPERATED ONLY IN CONJUNCTION WITH, AND AS AN ADD-ON TO THE DEVICE, AND SHALL NOT BE OPERATED SEPARATELY OR WITH ANY OTHER PRODUCT, MATERIAL OR PROGRAM, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE LICENSE AND/OR USER AGREEMENTS.

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By accessing, storing, loading, installing, executing, displaying, copying the Product into the memory of a Licensee System, as defined below, or otherwise benefiting from using the functionality of the Product (**“Operating”**), you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, the Licensor is unwilling to license the Product to you. In such event, you may not Operate or use the Product in any way and, if applicable, you may return the Product to the place of purchase for a full refund.

A COPY OF THIS EULA CAN BE FOUND AT THE INSTALLATION DIRECTORY UNDER THE DOCUMENTS NAME “EULA.txt” SHOULD YOU WISH TO CONSULT IT IN THE FUTURE.

BEFORE YOU PUT A CHECKMARK AT THE “I ACCEPT THE AGREEMENT” BUTTON AND PRESS “NEXT,” PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE “I ACCEPT THE AGREEMENT” AND “NEXT” BUTTONS, YOU ARE CONSENTING TO BE BOUND BY 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 DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “CANCEL” BUTTON AND THE PRODUCT WILL NOT BE INSTALLED ON YOUR LICENSEE SYSTEM.

Please further note that this Agreement covers the Product and the rights and obligations related to it as provided herein, and does not cover whatsoever any other software, device or service, either of the Licensor or any third party, and is

not related to any other device or a series of devices except as expressly stated herein.

1. **Proprietary Rights and Non-Disclosure.**

1. **Ownership Rights.** You agree that the Product and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Product, are proprietary intellectual properties and/or the valuable trade secrets of the Licensor and/or its respective affiliates, suppliers and licensors and are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of the United States and other countries and international treaties.

You may use Licensor's trademarks only insofar as to identify printed output produced by the Product 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 Licensor and/or its respective affiliates, suppliers and licensors own and retain all right, title, and interest in and to the Product, including without limitations any error corrections, enhancements, Updates or other modifications to the Software, whether made by Licensor 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 Product does not transfer to you any title to the intellectual property in the Product, and you will not acquire any rights to the Product except as expressly set forth in this Agreement. All copies of the Product made hereunder must contain the same proprietary notices that appear on and in the Product. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Product and you acknowledge that the license granted under this Agreement provides you only with a right of limited use under the terms and conditions of this Agreement.

1.1. **Source Code.** You acknowledge that the source code for the Product is proprietary to the Licensor and constitutes trade secrets of the Licensor. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble, attempt to discover the source code of the Product in any way, or use or reverse engineer the Product to re-create the program algorithm, which is proprietary to Licensor except as agreed by Licensor in writing. Notwithstanding the foregoing, nothing in this Agreement shall be construed as giving you any access, right or entitlement to the Product's source code.

1.2. **Serial Number and Confidential Information.** You agree that, unless otherwise specifically provided herein or agreed by the Licensor in writing, the Product, including without limitation the specific design and structure of programs and files, the Serial Number, if any, provided to you by the Licensor and/or its authorized resellers or distributors, source code and object code, constitute confidential proprietary information of the Licensor ("**Confidential Information**"). The fact that the individual elements of Licensor's Confidential Information may be in the public domain shall not relieve the Licensee of its confidentiality obligations hereunder unless a specific

combination or combinations of elements as disclosed in such Confidential Information is available to the general public. For purposes hereof, “**Serial Number**” shall mean a unique sequence of digit and/or symbols that may be provided to you by the Licensor confirming the purchase of the license from the Licensor, which may carry the information about the license and the number of permitted users, and enabling the full functionality of the Product in accordance with the license granted under this Agreement. You agree not to transfer, copy, disclose, test, provide or otherwise make available such Confidential Information in any form and via any means, electronic or non-electronic, to any third party or outside of the area of your legal control without the prior written consent of the Licensor *provided* that you may transfer the Confidential Information along with the assignment of the License hereunder as permitted in Section 3.1 hereof. You agree to implement reasonable security measures to protect such Confidential Information, but without limitation to the foregoing, shall use best efforts to maintain the security of the Serial Number. Any authorized transfers of the Serial Number constitute an infringement of Licensor’s copyright and a breach of this Agreement. Licensor reserves all rights of claims for compensation with respect to damages, including statutory damages and recovery of any attorneys’ fees, arising out of any unauthorized disclosure or transfer of the Serial Number or registration code contained therein.

1.3. No Modification. You agree not to modify or alter the Product in any way. You may not remove or alter any copyright notices or other proprietary notices on any copies of the Product.

2. Grant of License.

2.1. License. The Licensor grants you the following rights (“**License**”) and you hereby agree and accept such License:

a). Grant of License. Unless otherwise specifically indicated under a valid license granted by the Licensor, upon your acceptance of this Agreement, you are granted a non-exclusive and non-transferable license to install and Operate the Product on one (1), unless a greater number is explicitly permitted in the invoicing terms. Licensee System as further defined, regardless of location, owned by your company or its wholly owned subsidiaries during the term of this Agreement or subscription term, if applicable, subject to your compliance with this Agreement and terms of use and license relating to the Device and your compliance with the terms hereof. “**Licensee System**” shall mean a computer, workstation, VoIP gateway or proxy, personal digital assistant, ‘smart phone,’ mobile phones, hand-held devices, or other electronic devices for which the Software was designed. Additionally, the individual licensing and/or invoicing terms may specify other terms, conditions and restrictions of Operating the Product. The Licensor reserves all rights not expressly granted herein.

b). Governmental and Non-profit License. If the Product is licensed under a government license (the “*Government License*”) or a non-profit license (the “*Non-profit License*”) upon the terms specified in the applicable invoicing or packaging for the Product, you may make use of the Product solely for governmental or non-profit purposes, accordingly. “*Governmental Purpose*” means any non-commercial study or research that is undertaken solely in furtherance of one’s duties as a government employee. “*Non-profit Purpose*” means any non-commercial activity or research that is undertaken solely in furtherance of one’s duties as part of the non-profit organization purposes narrowly interpreted. With the acquisition of a Governmental or Non-profit License, Licensee may install and Operate the Product by a number of users determined by the applicable invoicing terms within one governmental institution or one non-profit organization, accordingly, in one geographic location. Within these limitations, you may install the Product as a “Network” Product. Government License and Non-profit License may be granted exclusively at the discretion of the Licensor upon your submission of a written request discussing your and your employer/employees activities, when applicable, and your reasons for and purposes of Operating the Product.

Multiple Environment Product; Multiple Language Product; Bundles. If the Product supports multiple platforms or languages, if you receive the Product on multiple media, if you otherwise receive multiple copies of the Product, or if you received the Product bundled with other software, the total number of users that may Operate all versions of the Product may not exceed the number of licenses you have obtained from the Licensor. Except as otherwise specifically provided herein, you may not rent, lease, sublicense, lend or transfer any versions or copies of the Product you do not use.

c). Updates. During the Term of this Agreement, as defined below, you may download Updates to the Product when and as the Licensor publishes them in its electronic bulletin board system, website or through other online services. Whether an Update is a free Update or a fee is charged for a particular Update is determined by Licensor in its sole discretion *provided that* Licensee is under no obligation to install and/or Operate any Updates. If the Product or any part thereof is an Update to a previous version of the Product, you must possess a valid license to such previous version in order to use the Update.

d). Product as Upgrade. If this copy of the Product is an upgrade from an earlier version of the Product, it is provided to you on a license exchange basis. You agree by your installation, use and Operation of this copy of the Product to voluntarily terminate your earlier end-user license. Furthermore, you will not continue to use the earlier version of the Product nor transfer it to another.

e). Back-up Copies. You can make one (1) copy of the Product for backup and archival purposes, provided, however, that the original and each copy is kept in your possession or control, and that your installation and use of the Product does not exceed that which is allowed in this Section 2.

f). Additional Prohibitions. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, assign or transfer the licensed program, or any subset of the licensed program, except as provided for in this Agreement. Any such unauthorized use shall result in immediate and automatic termination of this Agreement and the License granted hereunder and may result in criminal and/or civil prosecution. All rights not expressly granted here are reserved by Licensor.

g). Acceptance of Licensing Terms. Installing and Operating the Product signifies acceptance of these terms and conditions of the License. If you do not agree with the terms of the license you must remove all parts of the Product from your storage devices, including any back-up or archival copy, and cease to Operate the Product.

h). Term and Termination. The term of this Agreement ("***Term***") shall upon your acceptance of this Agreement, and shall continue until the earlier of (i) termination of the applicable purchase or license agreement with regard to the Device, (ii) your ceasing of the use of the Device, unless otherwise terminated pursuant hereto. The Licensor may terminate this Agreement by offering you a superseding agreement for the Product or any replacement or modified version of or an Upgrade or a new release of the Product and conditioning your continued use of the Product or such replacement, modified or upgraded version or new release on your acceptance of such superseding agreement. This Agreement may be also terminated by the Licensor immediately and without notice if you fail to comply with any of your covenants, obligations or conditions of this Agreement. 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. Upon any termination or expiration of this Agreement, you must immediately cease use of the Product, return the Product to Licensor promptly but in no event later than within three (3) days after the termination, or, if requested by Licensor, destroy all copies of the Product. Upon request from Licensor, an authorized officer of Licensee shall certify Licensee's compliance with this Section 2.1(i).

i). No Rights Upon Termination. Upon termination of this Agreement you will no longer be authorized to Operate or use the Product in any way.

j). Material Terms and Conditions. You specifically agree that each of the terms and conditions of this Section 2 are material and that failure of you to comply with these terms and conditions shall constitute sufficient cause for Licensor to immediately terminate this Agreement and the License granted under this Agreement. The presence of this Section shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party hereto.

3. Restrictions.

3.1. No Transfer of Rights. Under no circumstances you shall sell, loan, rent, lease, license, sublicense, publish, display, distribute, assign or otherwise transfer (“**Transfer**”) to a third party the Product, any copy thereof, in whole or in part except (i) upon Licensor’s prior written consent, or (ii) upon complying with the terms of the Transfer of the Device pursuant to the applicable purchase and/or license agreement relating to the Device. You may not permit third parties to benefit from the use or functionality of the Product via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the application price list, purchase order or product packaging for the Product. You may not reverse engineer, decompile, disassemble or otherwise reduce any part of the Product to human readable form nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. Notwithstanding the foregoing sentence, decompiling the Software is permitted to the extent the laws of your jurisdiction give you the right to do so to obtain information necessary to render the Software interoperable with other software; *provided, however*, that you must first request such information from the Licensor and the Licensor may, in its discretion, either provide such information to you (subject to confidentiality terms) or impose reasonable conditions, including a reasonable fee, on such use of the Software to ensure that the Licensor’s and its affiliates’ proprietary rights in the Software are protected. You may not modify, or create derivative works based upon the Product in whole or in part. This Agreement is personal to you, and may not be assigned or attempted to be assigned without Licensor’s express written consent. In case of any such assignment or an attempt to assign the Agreement by you, Licensor shall have the right to terminate the Agreement as of the date of such assignment or attempt to assign *provided however* that Licensor shall have an unrestricted right to assign this Agreement or otherwise transfer rights and obligations under this Agreement. In the event that you are an entity that merges with another entity or are acquired by another entity during the Term, you shall provide written notice of such merger or acquisition not later than the date on which any public announcement is made. If Licensor does not consent to assignment of this Agreement to the new or acquiring entity in such merger or acquisition,

Licensors may terminate this Agreement on thirty (30) days' written notice. Both parties hereto shall perform under this Agreement until such termination is effective.

3.2. Proprietary Notices and Copies. You may not remove any proprietary notices or labels on the Product. You may not copy the Product except as expressly permitted in Section 2 above.

3.3. Compliance with Law. You agree that in Operating the Product and in using any report or information derived as a result of Operating this Product, you will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, copyright, export control, embargo and obscenity law.

3.4. Additional Protection Measures. Solely for the purpose of preventing unlicensed use of the Product, the Software, during the installation or an online activation, may install on your Licensee System technological measures that are designed to prevent unlicensed use, and the Licensors may use this technology to confirm that you have a licensed copy of the Product. The update of these technological measures may occur through the installation of the Updates. The Updates will not install on unlicensed copies of the Product. If you are not using a properly licensed copy of the Product, you are not allowed to install the Updates. The Licensors will not collect any personally identifiable information from your Licensee System during this process of installing such technological measures but the activation of the Software may require you to enter such personally identifiable information and the collection and use of such information is governed by the Licensors' Privacy Policy, as updated from time to time, as found at <http://www.polimaster.us/privacy/>.

4. WARRANTIES AND DISCLAIMERS.

4.1. Limited Warranty. The Licensors warrants that for a period equal to the longer of (A) sixty (60) days, (B) a warranty period mandated by applicable law, (C) the warranty period of the Device, or (D) an extended warranty period specifically granted by the Licensors, from the earlier of i) original legal acquisition of the media (e.g. diskettes) on which the Product is contained, or ii) the date the Serial Number is provided to you by Licensors, (the "**Warranty Period**") the Product will be free from defects in materials and workmanship and that the Software will perform substantially in accordance with the Documentation or generally conform to the Product's specifications published by the Licensors. Non-substantial variations of performance from the Documentation do not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO TRIAL AND EVALUATION VERSIONS, UPDATES, PRE-RELEASE, TRYOUT, PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF PRODUCT. To make a warranty claim, you must contact the Licensors during the Warranty Period. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL

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4.2. Customer Remedies. The Licensor and its suppliers' entire liability and your exclusive remedy for any breach of the foregoing warranty shall be at the Licensor's option: (i) return of the purchase price paid for the license, if any, (ii) replacement of the defective media in which the Product is contained, or (iii) correction of the defects, "bugs" or errors within reasonable period of time. You must return, at your expense, the defective media to the Licensor. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication. Any replacement media will be warranted for the remainder of the original warranty period. Outside the United States, this remedy may not be available to the extent the Licensor is subject to restrictions under United States export control laws and regulations.

4.3. NO OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND 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 PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND THE LICENSOR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE PRODUCT 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 PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT. THE LICENSOR MAKES NO WARRANTY THAT THE PRODUCT WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE OR BUGS, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR 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 PRODUCT 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 PRODUCT 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

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4.4. LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE PRODUCT AND THE INFORMATION CONTAINED IN OR COMPILED BY THE PRODUCT, AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE LICENSOR OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR 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, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR THE INCOMPATIBILITY OF THE PRODUCT WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. 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.

5. **Indemnification.**

This Product is intended for use only with the Device and properly licensed media and materials. You agree to use only those materials for which you have the necessary patent, copyright and other permissions, licenses, and/or clearances. You agree to indemnify, defend and hold harmless Licensor and its respective officers, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages and claims, and all related expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) and

costs related to, arising from, or in connection with any third-party claim related to, arising from, or in connection with the actual or alleged: (i) infringement by Licensee (except when such breach is exclusively attributable to Product) of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy, (ii) personal injury (including death) or property damage due to the gross negligence or intentional misconduct of Licensee, (iii) any tax liability arising out of this Agreement (except for Licensor's income tax), and/or (iv) breach by Licensee of any of its representations, warranties, obligations, and/or covenants set forth herein.

6. U.S. Government-Restricted Rights.

6.1. Notice to U.S. Government End Users. The Product 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 Product 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.

6.2. Export Restrictions. You acknowledge and agree that the Product 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 Product nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. You may not Operate, download, export, or re-export the Product (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 Product, 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 Licensor 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.

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

7.1. 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 <http://www.polimaster.us/privacy>. You hereby expressly consent to the Licensor's processing of your personal data (which may be collected by the Licensor or its distributors) 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, including your name, email address and credit card information. The Licensor employs other companies and individuals to perform certain functions on its behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. The Licensor publishes a privacy policy on its web site and may amend such policy from time to time in its sole discretion. You should refer to the Licensor's privacy policy prior to agreeing to this Agreement for a more detailed explanation of how your information will be stored and used by the Licensor. If "you" are an organization, you will ensure that each member of your organization (including employees and contractors) about whom personal data may be provided to the Licensor has given his or her express consent to the Licensor's processing of such personal data. Personal data will be processed by the Licensor or its distributors in the country where it was collected, and possibly in the United States. United States laws regarding processing of personal data may be less or more stringent than the laws in your jurisdiction.

7.2. Public Announcements. The Licensor may identify you to the public as a customer of the Licensor and describe in a customer case study the services and solutions delivered by the Licensor to you. The Licensor may also issue one or more press releases, containing an announcement of the execution and delivery of this Agreement and/or the implementation of the Product by you. Nothing contained in this Section 7.2 shall be construed as an obligation by you to disclose any of your proprietary or confidential information to any third party. In addition, you may opt-out from this Section 7.2 by writing an opt-out request to the Licensor at support@polimaster.us.

8. Miscellaneous.

8.1. 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, USA without reference to conflicts of law rules and principles. 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 courts within the Fairfax County, Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this

Agreement is to be performed in the USA and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the courts of the Commonwealth of Virginia and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; *provided, however,* that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.

8.2. 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.

8.3. 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 Product 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.

8.4. Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department at support@polimaster.us.

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