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WHEREAS Licensee desires to obtain a license to use the Licensed Software subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement,

   a. **"Agreement"** has the meaning set forth in the preamble.

   b. **"Confidential Information"** means any non-public information in any form and however transmitted, whether orally, visually, in writing, or by electronic communication, that both Parties reasonably and in good faith deem to be confidential or proprietary. Confidential Information includes, but is not limited to, technological disclosures, trade secrets, ideas, concepts, know-how, business operations, plans, strategies, customer information, pricing information, and any other information that the disclosing Party is contractually or otherwise bound to keep confidential. Confidential Information may, but is not obligated to be designated, marked, or otherwise

identified as "confidential." See exclusions in the section titled "CONFIDENTIALITY" below.

c. **"Documentation"** means any and all manuals, instructions, and other end user materials that Licensor provides to Licensee describing the software's functionality, components, technical specifications, capabilities, requirements, or limitations. Documentation may include, but is not limited to, aspects of the software that are of practical importance to Licensee, such as instructions on installation, configuration, integration, operation, use, support, or maintenance.

d. **"Effective Date"** is the start date for this Agreement where all rights and obligations herein become operational and enforceable.

e. **"Intellectual Property Rights"** means any and all registered and unregistered rights to plans, ideas, designs, or other intangible assets. Such rights are granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, right of publicity, other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

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h. **"Licensee"** has the meaning set forth in the preamble.

i. **"Licensor"** has the meaning set forth in the preamble.

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h. use the Licensed Software for the purposes of (i) comparative or competitive analysis of the Licensed Software; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;

i. use the Licensed Software, alone or in part, in connection with any hazardous environments, systems, or applications; any safety response systems; any safety-critical applications; or any applications where the failure of the Licensed Software may reasonably and foreseeably lead to personal injury, severe physical damage, or severe property damage; or

j. use the Licensed Software, Documentation, or any Open-Source Components for any purpose not expressly permitted under Permitted Use or in any manner not expressly permitted by this Agreement or the controlling Open-Source License.

4. **TERM.** The term of this Agreement commences as of the Effective Date and will continue in effect for one year and will auto renew for successive annual terms, unless notice to terminate is given to the Licensor within 60 days of the expiration of the term. Fees for each successive term will be at Licensor's then current rates.
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5. **DELIVERY.** Licensor will deliver one copy of the Licensed Software electronically to the Licensee on receiving quote approval or Purchase order.

6. **FEES AND TAXES.** In consideration of the rights granted to Licensee under this Agreement, Licensee agrees to pay to Licensor in accordance to the payment terms set forth in this Agreement:

    a. **Taxes.** All fees are exclusive of taxes, duties, and other similar assessments. Licensee is responsible for all sales, service, use, exercise, and all other similar taxes, duties, and charges of any kind imposed by any governmental, federal, state, local, or regulatory authority on any amounts payable by Licensee hereunder. Notwithstanding the forgoing, the Licensor is solely responsible for its own income tax.

7. **PAYMENT**

    a. **Payment Terms.** Licensee will pay all license fees due and owing under this Agreement on or before 30 days from the invoice date. Licensee will make all payments in U.S. currency by check to the Notice address, by wire transfer/ACH to any account as Licensor may specify in writing from time to time, or via credit card to Licensor at time of order.

    b. **Late Payment.** If any payment to Licensor is delinquent, then in addition to all other remedies available to Licensor,

        i. Licensor may charge interest on the past due amount at a rate no higher than the highest rate permitted under applicable Law;

        ii. Licensee must reimburse Licensor for all reasonable costs incurred to collect any and all late payment and associated interest amounts, including, but not limited to, any attorneys' fee, court costs, and collection agency fees; and

        iii. if payment delinquency continues for five business days following written notice or demand for payment, Licensor may exercise any or all of the following remedies: (1) technologically disable Licensee's use of the Licensed Software; (2) withhold, suspend, or revoke this license grant; and (3) terminate this Agreement pursuant to the Termination section.

8. **TESTING AND ACCEPTANCE**

    a. **Acceptance Parameters and Testing.** Acceptance testing will be conducted by Licensor to establish whether the Licensed Software operates properly and in accordance with Documentation. Licensee will supply to Licensor suitable test data and the associated results Licensee reasonably

expects to be achieved by using the Licensed Software. Licensor will carry out testing, in the presence of Licensee or its authorized representative, upon a mutually acceptable date and time after delivery of Licensed Software.

b. **Testing Failure.** If the initial acceptance testing does not yield expected results, Licensor will, at its own cost, correct the errors and repeat the acceptance testing again under the same testing conditions as the initial test in the presence of Licensee or its authorized representatives. If the subsequent acceptance testing also fails to yield expected results and such failure is reasonably determined to be caused solely by the Licensed Software, Licensee may terminate this Agreement upon written notice to the Licensor. On termination, Licensor will refund any and all license fees already paid by Licensee to Licensor under this Agreement. This is Licensee's sole and exclusive remedy for any unresolved acceptance testing failures.

c. **Acceptance.** Notwithstanding any acceptance testing rights, requirements, and obligations herein, Licensee is deemed to have accepted the Licensed Software if

    i. the acceptance testing conducted by Licensor and witnessed by Licensee or its authorized representative is successful;

    ii. Licensee fails to provide the acceptance test parameters or voluntarily forgoes the acceptance testing process; or

    iii. Licensee commences intended use of Licensed Software irrespective of acceptance testing parameters, process, or result.

9. **MAINTENANCE RELEASE.** During the Term, Licensor will provide Licensee with any new Maintenance Releases, Versions, or updated Documentation that are announced by Licensor so long as Licensee is current with their monthly or annual subscription fees. All Maintenance Releases are considered part of the Licensed Software and are subject to all applicable terms and conditions in this Agreement. Licensee agrees to install all Maintenance Releases as soon as practicable after receipt.

10. **NEW VERSION.** Licensee does not have any right or option to receive any New Versions of the Licensed Software that Licensor, in its sole discretion, may release neither during nor after the Term. Licensee may seek to negotiate a new, separate, or amended license grant for any New Version at Licensor's then-current price for the New Version, provided Licensee is in compliance with the terms and conditions of this Agreement.

11. TITLE, INTELLECTUAL PROPERTY RIGHTS, AND INFRINGEMENT

    a. **Ownership.** Licensee acknowledges and agrees that

        i. Licensor is and will remain the sole and exclusive owner of all rights, title, and interest in and to the Licensed Software, Documentation, Maintenance Release, New Version, and all Intellectual Property Rights associated herein, subject only to the rights of any disclosed third parties, within any Open-Source Components, and the limited license granted to Licensee under this Agreement;

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        iii. nothing in this Agreement grants any implied rights to Licensee, including by implication, waiver, or estoppel, in any Intellectual Property Rights or other rights, title, or interest in any portion of the Licensed Software and Documentation.

    b. **Licensee Cooperation and Notice of Infringement.** Licensee will, during the Term,

        i. secure and protect the Licensed Software and Documentation from infringement, misappropriation, misuse, theft, or other unauthorized access through all commercially reasonable measures and precautions similar to those Licensee would employ to secure and protect its own intellectual property;

        ii. take all reasonable steps as Licensor may require and request to maintain the validity, enforceability, and ownership of all Licensor's Intellectual Property Rights herein;

        iii. promptly notify Licensor in writing if Licensee becomes aware of any actual or suspected infringement, misappropriation, misuse, theft, unauthorized access, or other violations of Licensor's Intellectual Property Rights in or relating to the Licensed Software or Documentation;

        iv. promptly notify Licensor in writing of any claim that the Licensed Software or Documentation, in whole or in part, infringes, misappropriates, or otherwise violates any rights, including Intellectual Property Rights, of other persons or entities; and

v. fully cooperate with and assist Licensor in all commercially reasonable ways, including but not limited to providing records, information, depositions, and testimonies, and at Licensor's sole expense, in any claim, suit, action, or proceeding to prosecute or defend Licensor's rights in the Licensed Software, Documentation, and any Intellectual Property Rights herein.

12. **SECURITY MEASURE DISCLOSURE.** The Licensed Software may contain security features that prevent unauthorized or illegal use of the Licensed Software. Licensee acknowledges and agrees that Licensor may use these features and other lawful measures to verify Licensee's compliance and to enforce Licensor's rights under this Agreement. Licensee further acknowledges and agrees that Licensor may, from time to time at Licensor's sole discretion, gather Licensee's technical, usage, and other related information without disruption to Licensee's use and for the sole purpose of improving the Licensed Software's performance, developing Maintenance Releases, and developing New Versions.

13. **VERIFICATION AND AUDIT**

   a. **Verification.** At Licensor's written request, Licensee will confirm in writing the actual scope of Licensee's access and use of Licensed Software and list all locations of actual use if applicable.

   b. **Audit Procedure.** Licensor or its representative may inspect and audit Licensee's use of the Licensed Software under this Agreement at any time during the Term upon reasonable notice and request. All such audits will be conducted during regular business hours. Licensor will cooperate with Licensee to ensure such audits do not unreasonably interfere with Licensee's business operations. Licensee agrees to make available all technology, records, equipment, information, and personnel, and to provide all cooperation and assistance as necessary for the Licensor to reasonably conduct the audit. Licensor agrees to only examine information directly related to Licensee's Licensed Software use. Licensor will keep confidential any information Licensee deems confidential that may be directly or incidentally disclosed during such audits.

   c. **Excessive Use Result.** If the verification or audit determines that Licensee's Licensed Software use exceeds the usage or scope permitted by this Agreement, Licensee agrees to pay Licensor all amounts due for excessive use of the Licensed Software as negotiated at such time.

14. CONFIDENTIALITY

a. **Confidential Information.** In connection with this Agreement, each Party may disclose or make available to the other Party Confidential Information which includes, but is not limited to, the Licensed Software, Documentation, and any terms of this Agreement.

b. **Exclusions and Exceptions.** Confidential Information excludes information that

    i. was rightfully and lawfully known to the recipient without any restrictions on use or disclosure prior to disclosure by disclosing Party in connection with this Agreement;

    ii. was or becomes part of the public domain by means other than by the recipient or any of the recipient's representatives' violations of this Agreement;

    iii. was or is received by the recipient on a non-confidential basis from a third party that was not, or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or

    iv. was or is independently developed by the recipient without reference to or use of any Confidential Information.

c. **Protection of Confidential Information.** As a condition of receiving any Confidential Information, the recipient will, for one year (1 year),

    i. only access or use Confidential Information if absolutely necessary to exercise the recipient's rights or perform the recipient's obligations under this Agreement;

    ii. except when compelled by Law, not disclose or permit access to Confidential Information other than to the recipient's representatives on a need-to-know basis for the recipient to exercise its rights or perform its obligations under this Agreement, under strict information and understanding of the confidential nature of Confidential Information and the recipient's obligations to protect Confidential Information, and with acknowledgment from such representatives that they too are bound by the confidentiality and restricted use obligations set forth herein;

    iii. use, at minimum, the same degree of care that recipient uses to protect its own similarly sensitive information, and no less than a generally commercially reasonable degree of care, to secure and

protect Confidential Information from unauthorized use, access, or disclosure;

    iv. promptly notify the disclosing Party in writing of any actual or suspected unauthorized use or disclosure of Confidential Information and cooperate with disclosing Party by taking all reasonable steps to prevent further unauthorized use or disclosure; and

    v. ensure recipient's representatives comply with the terms of this section and are responsible and liable for their noncompliance, if any.

d. **Trade Secrets Confidentiality Duration.** Notwithstanding any other provisions in this Agreement, the recipient is obligated to protect any Confidential Information that constitutes trade secrets under any applicable Law until such Confidential Information ceases to qualify for trade secret protection by operation of Law.

e. **Compelled Disclosure.** To the extent permitted by Law, if the recipient or its representatives are compelled by Law to disclose any Confidential Information, the recipient must promptly, and prior to such disclosure, notify the disclosing Party in writing of such requirement to allow the disclosing Party the opportunity to seek a protective order or other legal remedy. The recipient must also provide reasonable assistance to the disclosing Party to oppose such disclosure, to seek a protective order, or to seek other disclosure limitations or remedies. If disclosure is unavoidable, the recipient may disclose only such Confidential Information that the recipient is legally required to disclose. Upon disclosing Party's request, the recipient must use commercially reasonable efforts to obtain assurances of confidential treatment of all compelled Confidential Information from the applicable court or legal authority.

15. **TERMINATION.** This Agreement may be terminated at any time

    a. by Licensor if Licensee fails to make payment where such failures continue more than five business days after the due date, effective on written notice of termination to Licensee;

    b. by either Party for the other Party's material breach of this Agreement that is incurable or uncured by breaching party for 30 days after being served with notice of breach and demand for cure, effective on written termination notice to the breaching Party;

    c. by Licensor, effective immediately irrespective of written notice, if Licensee

      i. is dissolved or liquidated or takes any corporate action for such purposes;

      ii. becomes insolvent or is generally unable to pay its debts as they become due;

      iii. becomes the subject of any bankruptcy proceedings, voluntary or involuntary, under any domestic or foreign bankruptcy or insolvency Law;

      iv. makes or seeks to make a general assignment for the benefit of its creditors; or

      v. applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

16. **TERMINATION OR EXPIRATION EFFECTS.** Upon early termination or the natural expiration of this Agreement,

    a. all licenses, rights, and authorizations granted to Licensee herein will immediately terminate and Licensee will

      i. promptly cease all use of the Licensed Software and Documentation;

      ii. within five business days deliver to Licensor, or at Licensor's written request, destroy and permanently erase from all Licensee's and their representatives' devices, equipment, and systems, the Licensed Software, Documentation, and all Licensor's Confidential Information; and

      iii. certify in writing that Licensee, and any of Licensee's representatives, has complied with the termination requirements herein; and

    b. all amounts payable of any kind under this Agreement are immediately due and payable effective on the expiration date or early termination date.

17. **MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party represents, warrants, and covenants to the other Party that

    a. it is duly established, validly existing, and in good standing to conduct business as a sole proprietorship, partnership, company, corporation, trust, organization, or any other valid entity under the Laws of its jurisdiction;

    b. it has the full right, power, and authority to enter into this Agreement;

c. it is capable of performing its obligations and granting any licenses, rights, and authorizations specified under this Agreement;

d. the executing representative for each Party is duly authorized to represent each Party in this Agreement by all necessary business formalities and organizational actions; and

e. this Agreement is legal, valid, binding on, and enforceable against each Party when fully and mutually executed and delivered.

18. LIMITED WARRANTY

a. Warranty. Licensor warrants to Licensee, for 90 calendar days from the Effective Date or for the Term, whichever is less, that

i. the Licensed Software substantially conforms in all material respect to the Documentation specifications when it is installed, operated, and used as recommended in the Documentation and in accordance with this Agreement;

ii. all Maintenance Releases, when correctly and promptly installed in compliance with the Documentation and this Agreement, will not materially affect the Licensed Software's functionality; and

iii. any storage media on which the Licensed Software may be provided will be free of substantial defect under normal use.

b. Conditions. Licensor's aforementioned limited warranties are valid and apply only if Licensee complies with the following conditions:

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iv.   Replace any defective storage media on which the Licensor provided the Licensed Software.

v.   Terminate this Agreement and, provided that Licensee fully complies with its post-termination obligations, promptly prorate and refund Licensee any prepaid amount by Licensee for any period after the termination date.

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a. **Licensor Indemnification.** Licensor will indemnify, defend, and hold harmless Licensee, its officers, directors, employees, agents, affiliates, and other representatives from and against any and all losses incurred by Licensee arising from any third-party action, suit, or claim that alleges the

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x. actions or losses for which Licensee is obligated to indemnify Licensor pursuant to this Agreement.

c. **Licensee Indemnification.** Licensee will indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, and other representatives from and against any and all losses incurred by

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    iii. of or relating to negligence, abuse, misapplication, misuse, or other culpable acts or omissions by or on behalf of Licensee or its representatives with respect to the Licensed Software or otherwise in connection with this Agreement; or

    iv. of or relating to the unauthorized, unlicensed, and unpermitted use of the Licensed Software or Documentation outside the purpose, scope, or manner authorized by this Agreement or in any manner contrary to Licensor's instructions.

d. **Mitigation.** Should Licensor believe the Licensed Software, in whole or in part, may be claimed by any third party to be in violation of another's Intellectual Property Right, or if Licensee's use of the Licensed Software is enjoined or threatened to be enjoined, Licensor may mitigate the situation at its own option and expense by

    i. obtaining the right from the appropriate third party for Licensee to continue to use the Licensed Software materially as intended in and for the Term duration of this Agreement;

    ii. modifying or replacing the Licensed Software to the extent that it becomes non-infringing while still providing the materially equivalent features and functionalities of the original software, and such modification or replacement will constitute the Licensed Software thereunder; or

    iii. terminating this Agreement, in whole or in part, effective immediately upon written notice to Licensee and, provided that Licensee fully complies with its post-termination obligations, promptly prorate and refund Licensee any prepaid amount by Licensee for any period after the termination date.

e. **Sole Remedy.** THIS SECTION CONSTITUTES LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE OBLIGATIONS AND LIABILITIES FOR ANY CLAIMS OR ALLEGATIONS, WHETHER ACTUAL OR THREATENED, THAT THIS AGREEMENT, SOFTWARE, DOCUMENTATION, OR ANY SUBJECT MATTER HEREOF, INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

20. **LIMITATION OF LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCE, INCLUDING WHERE PARTIES WERE ADVISED THAT LOSSES OR DAMAGES WERE POSSIBLE OR FORESEEABLE, WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY COST INCREASE; BUSINESS, PRODUCTION, REVENUES, OR PROFITS LOST; VALUE DIMINUTION; REPUTATIONAL LOSS; DAMAGED GOOD WILL; USE, INABILITY TO USE, DELAY, INTERRUPTION, LOSS, OR RECOVERY OF ANY LICENSED SOFTWARE, OPEN-SOURCE COMPONENTS, OR ANY THIRD-PARTY MATERIALS; DATA OR SYSTEM SECURITY BREACH, CORRUPTION, DAMAGE OR RECOVERY; REPLACEMENT COST OF GOODS, SOFTWARE, OR SERVICES; OR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY WHICH WILL IN NO EVENT EXCEED (IN THE AGGREGATE) THE FEES PAID BY LICENSEE TO LICENSOR ATTRIBUTABLE TO THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO SUCH DAMAGES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

21. **EXPORT REGULATION.** Licensee acknowledges that the Licensed Software may be subject to applicable United States export Laws, including the United States Export Administration Act and its associated regulations. Licensee agrees to comply with provisions of such export Laws. Compliance may include, but is not limited to, obtaining any and all necessary export license or other governmental approval. Licensee shall not itself or permit any third party to directly or indirectly export, re-export, or release the Licensed Software, or use the Licensed Software, in any country prohibited or restricted under United States export Laws.

22. **FORCE MAJEURE.** Neither Party will be liable to the other by reason of failure or delay in the performance of this Agreement if the failure arises out of any circumstance beyond such Party's reasonable control, including acts of God, flood,

fire, natural disaster, war, terrorism, invasion, riot, civil unrest, embargos, national or regional emergency, strikes, labor disruptions, Law changes, or power or telecommunication interruptions or shortages. The Party failing or delaying in performance of this Agreement due to circumstances beyond their control must give prompt written notice to the other Party stating the estimated length of time the occurrence is expected to continue. Either Party may terminate this Agreement if such uncontrollable circumstance continues for longer than 30 days.

23. **GENERAL PROVISIONS**

   a. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, or any other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party shall have the authority to bind the other in any manner.

   b. **Notices.** Notices will be deemed effectively given when received if delivered by hand; when received if sent by a nationally recognized courier with required signature upon receipt; when sent if delivered by email with transmission confirmation and sent during receiving party's normal business hours; and on the next business day if delivered by email with transmission confirmation and sent after normal business hours.

   Any payment, notice, request, consent, claim demand, waiver, or other communication under this Agreement must be in writing and addressed to the Licensor follows:

   Splash Business Intelligence, Inc

   3079 Peachtree Industrial Blvd

   Duluth, GA 30097

   Email: accounts@splashbi.com

   c. **Publicity.** Each Party agrees to seek express permission and written consent before using the other Party's trademarks, service marks, trade names, logo, domain names, or other indicia of source, association, or sponsorship for any purpose but specifically relating to publicity, marketing, or commercial materials.

   d. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the state of Georgia without giving effect to any choice or conflict of law provisions or rules that would permit the application of the laws of any other jurisdiction.

e. **Arbitration.** Unless all Parties agree otherwise, Licensor and Licensee agree that any dispute, claim, or controversy arising out of or relating to this Agreement will be resolved through mandatory binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and the judgment of its arbitrator(s) may be entered by any court of competent jurisdiction. Licensor and Licensee further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. ALL CLAIMS AND DISPUTES ARISING OUT OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED. This provision will survive the termination of this Agreement.

f. **Headings.** The section and subsection headings or captions in this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement.

g. **Further Assurances.** The Parties will cooperate with each other, execute and deliver such documents or instruments, and take all further actions as may be reasonably requested by the Parties from time to time in order to carry out, evidence, or confirm their rights or obligations or as may be reasonably necessary or helpful to give full effect to this Agreement.

h. **Amendment and Modifications.** This Agreement may be supplemented, amended, or modified only by mutual and written agreement of all Parties. No amendment, modification, rescission, or termination is effective unless it is in writing and executed by all Parties or their authorized representatives.

i. **Waiver.** No Party to this Agreement is deemed to have waived any of their rights, powers, remedies, or privileges under this Agreement unless such waiver is expressly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, the failure to exercise or enforce any rights, powers, remedies, or privileges under this Agreement will in no way be construed as a present or future waiver of such rights, powers, remedies, or privileges.

j. **Assignment.** Except as otherwise expressly permitted in this Agreement, Licensee may not, directly or indirectly, sell, assign, sublicense, lease, rent, distribute, or otherwise transfer the Licensed Software or any license rights and obligations under this Agreement, to any other person or entity without express written consent by Licensor.

k. **No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Parties. Nothing in this Agreement, express or implied, is intended to or shall confer on or create to any other person or entity any legal or equitable right, benefit, or remedy of any kind whatsoever

l. **Severability.** If any provision of this Agreement or the application thereof is held to be invalid or unenforceable for any reason and to any extent, then that provision will be considered removed from this Agreement. However, the remaining provisions will continue to be valid and enforceable according to the intentions of all Parties and to the maximum extent permitted by Law. If it is held that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

m. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole, entire, and final agreement of the Parties with respect to the subject of this Software License Agreement. This Agreement supersedes all prior and contemporaneous understandings, representations, agreements, and warranties, whether written, oral, or implied. Should any inconsistency occur between statements made in the body of this Agreement, any related exhibits, schedules, attachments, and appendices, and any other documents incorporated herein by reference, the following order of precedence governs: (i) this Agreement, excluding any exhibits, schedules, attachments, appendices, or any other documents incorporated herein by reference; (ii) this Agreement's exhibits, schedules, attachments, and appendices, if any; and (iii) any other documents incorporated in this Agreement by reference.