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agrees to implement appropriate measures designed to protect against threats or hazards to the security or integrity of data stored by Licensee or the Apps.

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5.3. Usage Limitations. Licensee acknowledges and agrees that the License Fees are based on the Usage Limitations and Subscription Term specified at checkout. Viablegrid reserves the right to de-activate the Licensed Software or use other technological mechanisms to enforce such Usage Limitations in its sole discretion, with or without notice to Licensee. Calculation of any usage-based License Fees will be solely based on Viablegrid's measurements of Licensee's use of the Licensed Software, unless otherwise agreed to in writing. To the fullest extent permitted by law, refunds (if any) are at the discretion of Viablegrid.

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5.5. Taxes. All payments under this Agreement will be made without reduction for any and all taxes, duties or levies assessed by applicable governmental authorities, which will be paid by Licensee. In addition, Licensee will be responsible for and will pay any sales, use, value-added

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- 6.3. Viablegrid Branding. Licensee shall carry a "Powered by Viablegrid" or similar logo whenever the Viablegrid SDK is used. It can be carried out into an "About" page, with a minimum of 5% of the screen size. (Schedule 1 – Logo and Graphic usage)

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11. TERM AND TERMINATION

11.1. Term. This Agreement shall continue in full force and effect unless and until terminated as provided herein.

11.2. Termination. Either party will have the right to terminate this Agreement for any reason or no reason by providing notice thereof to the other party, or in the case of Licensee, terminating Licensee's account.

11.3. Effect of Termination. Upon the expiration or termination of this Agreement:

- (a) Any outstanding License Fees will become immediately due and payable;
- (b) Licensee will remove the Licensed Software from the Apps and Viablegrid may use license protection mechanisms in the Licensed Software to block or prevent the Apps from utilizing the functionality of the Licensed Software;
- (c) Subject to subsection (d) below, all rights granted by each party hereunder to the other will terminate.
- (d) Sections 2.3, 3, 4.1, 6, 7, 8, 9, 10.3 and 12 will survive the expiration or termination of this Agreement for any reason.

12. MODIFICATIONS TO THE TERMS

Viablegrid may make changes to this Agreement from time to time. If Viablegrid changes this Agreement in any way that materially modifies Licensee's rights or obligations, Viablegrid will give Licensee's at least seven (7) days' notice before the changes take effect, during which period of time Licensee may reject the changes by terminating the Agreement and Licensee's account.

13. MISCELLANEOUS

13.1. Assignment. Licensee may not assign or delegate this Agreement or any of its rights or duties hereunder, directly, indirectly, by operation of law or otherwise, without the written consent of Viablegrid, and any such purported assignment or delegation will be void. Viablegrid may assign this Agreement without consent, including in connection with the sale or other transfer of substantially all of its equity or assets to which this Agreement relates. Subject to the

foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

- 13.2. Waiver and Amendment. Except as set forth in Section 11, no modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power or remedy.
- 13.3. Choice of Law; Jurisdiction, Venue. This Agreement will be governed by the laws of the State of California, without regard to its provisions on conflicts of law. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the in San Francisco, CA connection with any dispute hereunder or the enforcement of any right or obligation hereunder. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 13.4. Notices. Any notice required or permitted by this Agreement will be deemed given if delivered by registered mail, postage prepaid, addressed to the other party. Delivery will be deemed effective three (3) days after deposit with postal authorities. Notices to Viablegrid should be sent to: Viablegrid Inc., 2035 Sunset Lake Road, Suite B-2, Newark DE 19702 (USA). Notice to Licensee should be addressed to the person indicated in connection with the online registration completed by Licensee. Each party may change its designated addressee or address by notice to the other party, or in the case of Licensee, by updating the address associated with Licensee's account.
- 13.5. Independent Contractors. The parties are independent contractors with respect to each other. Each party is not and will not be deemed to be an employee, agent, partner, joint venturer, franchisee or legal representative of the other for any purpose and will not have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 13.6. Severability. If any provision of this Agreement will be held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.
- 13.7. Complete Understanding. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, proposals and representations between or by the parties.
- 13.8. Force Majeure. Except with respect to obligations to make payments hereunder, neither party will be deemed in default hereunder, nor will it hold the other party responsible for,

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