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“**Acceptance**” means Licensee’s acknowledgment and acceptance of its obligations under this Agreement, as required by Licensor and accepted by Licensee prior to any use of the Software.

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(d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

(e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

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(g) except as expressly set forth in Section 2(a) and Section 2(c), copy the Software or Documentation, in whole or in part;

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(b) During the Term, Licensor may, in Licensor's sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement.

(c) If any of the measures taken or implemented under this Section 6 determines that the Licensee's use of the Software exceeds or exceeded the use permitted by this Agreement then:

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(ii) If the use exceeds or exceeded the use permitted by this Agreement by more than 10%, Licensee shall also pay to Licensor, within 10 days following the date of Licensor's written request therefor, Licensor's reasonable costs incurred in conducting the audit.

(iii) If the use exceeds or exceeded the use permitted by this Agreement by more than 10%, Licensor shall also have the right to terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Licensee.

Licensor's remedies set forth in this Section 6(c) are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or otherwise.

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(a) Licensor may provide basic support services described from time to time on Licensor's website located at <http://www.sandyknollsw.com>.

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(ii) security measures included in the Software as described in Section 6.

(b) Licensee agrees that the Licensor may use such information described in Section 8(a) for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:

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(a) This Agreement and the license granted hereunder shall remain in effect from Acceptance and for as long as the Software remains in the possession of Licensee or an Authorized End User, or until terminated as set forth herein (the "**Term**").

(b) Licensee may terminate this Agreement upon notice to Licensor by ceasing to use and destroying all copies of the Software and Documentation.

(c) Licensor may terminate this Agreement, effective upon written notice to Licensee, without cause after 10 years from Acceptance or if Licensee breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured ten (10) days after Licensor provides written notice thereof.

(d) Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(e) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all License Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

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(a) Solely with respect to Software for which Licensor receives a License Fee, Licensor warrants that, for a period of ninety (90) days following the date of Acceptance:

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(ii) the Software will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the

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13. Indemnification.

Licensee agrees to indemnify, hold harmless and defend Licensor and its respective officers, directors, members, employees, affiliates, shareholders, agents, successors, representatives, and assigns from and against any claims or suits, including reasonable attorneys’ fees and expenses, which arise or result from Licensee’s or any Authorized End User’s use of the Software or Licensee’s breach of any terms and conditions of this Agreement.

14. Limitation of Liability. To the fullest extent permitted under applicable law:

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(b) In no event will Licensor's and its affiliates', including any of its or their respective licensors' and service providers', collective aggregate liability under or in connection with this Agreement or its subject matter, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, exceed the total amount paid to the Licensor pursuant to this Agreement for the Software that is the subject of the claim.

(c) The limitations set forth in section 14(a) and section 14(b) shall apply even if the Licensee's remedies under this agreement fail of their essential purpose.

15. Export Regulation. The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.

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17. Miscellaneous.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated

hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in Traverse City and Grand Traverse County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal 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.

(b) Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

(c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 17(c)).

(d) This Agreement, together with the Order Form, all annexes, schedules, and exhibits attached hereto and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 17(e) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(j) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

SCHEDULE A
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(NONE)