



## END USER LICENSE AGREEMENT

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Customer notifies frevvo promptly upon learning that the claim might be asserted, (ii) frevvo has sole control over the defense of the claim and any negotiation for its settlement or compromise and (iii) Customer takes no action that, in frevvo's judgment, is contrary to frevvo's interest.

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- c. Limitation. frevvo shall have no indemnity obligation to Customer under this Section 6(c) if the patent or copyright infringement claim results from (i) a correction or modification of the Product not provided by frevvo, (ii) the failure of Customer to promptly install an Update or (iii) the combination of the Product with other non-frevvo software.

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- b. Disclosure. Customer will not disclose, in whole or in part, any item of the Products that has been designated as confidential to any individual, entity or other person, except to those of Customer's employees or consultants who (i) require access for Customer's authorized use of the Products and (ii) agree to comply with the use and non-disclosure restrictions applicable to the Products under this License Agreement. If requested by frevvo, Customer shall cause such employees and consultants to execute appropriate confidentiality License Agreements. Customer acknowledges that any unauthorized use or disclosure of the Products may cause irreparable damage to frevvo, and its licensors, and that frevvo shall be entitled to injunctive relief in the event of such unauthorized use or disclosure. If an unauthorized use or disclosure occurs, Customer will immediately notify frevvo and take, at Customer's expense, all steps which may be available to recover the Products and to prevent their subsequent unauthorized use or dissemination.
- c. Limitation. Customer will have no confidentiality obligation with respect to any portion of the Products that (i) Customer knew or independently developed before receiving the Products under this License Agreement as evidenced by Customer's written records, (ii) Customer lawfully obtained from a third party under no confidentiality obligation or (iii) became available to the public other than as a result of any act or omission by Customer or any of



Customer's employees or consultants.

#### 10. Termination

- a. Customer may terminate this License Agreement, without right to refund, by notifying frevvo or frevvo's representative of such termination. frevvo may terminate this License Agreement, upon reasonable notice and without judicial or administrative resolution, if Customer or any of Customer's employees or consultants breach any term or condition hereof. This License Agreement will terminate automatically if Customer becomes insolvent or enters into bankruptcy, suspension of payments, moratorium, reorganization or any other proceeding that relates to insolvency or protection of creditors' rights.
- b. Upon the termination of this License Agreement for any reason, all rights granted to Customer hereunder will cease, and Customer will promptly (i) purge the Software and Enhancements from all of Customer's computer systems, storage media and other files, (ii) destroy the Products and all copies thereof and (iii) deliver to frevvo an affidavit which certifies that Customer has complied with these termination obligations. The provisions of Sections 5,7 and 9 will survive the termination of this agreement.

#### 11. Export Regulations

- a. Customer agrees to comply with all applicable laws, regulations and government orders, including without limitation applicable export laws. Customer acknowledges that the Products are subject to US export regulations. Customer agrees not to export, re-export, divert or transfer, directly or indirectly, any Products or associated items to any country that is embargoed by executive order, unless Customer has obtained the necessary authorization.
- b. frevvo acknowledges that the Products and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. frevvo will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to any country that is embargoed by Executive order, unless frevvo has obtained the prior written authorization of the U.S. Commerce Department.

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- b. This License Agreement will bind Customer's successors-in-interest.
- c. This License Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its conflict of law principles.
- d. The parties exclude the United Nations Convention on Contracts for the International Sale of Goods from this License Agreement and any transaction between them that may be implemented in connection with this License Agreement.
- e. If any provision of this License Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this License Agreement, unless frevvo in good faith deems the unenforceable provision to be essential, in which case frevvo may terminate this License Agreement effective immediately upon notice to Customer.
- f. Failure to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.
- g. This License Agreement constitutes the complete and entire statement of the agreement between frevvo and Customer with respect to its subject matter and supersedes all prior writings, discussions, representations or understandings.
- h. Force Majeure. Neither party shall be liable for delays in its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles.
- i. The parties hereto declare that they have required that this agreement and all documents and notices relating hereto be drawn up in English.

### 13. Questions

If you have questions about these Terms of Use, you can contact us by email at: [info@frevvo.com](mailto:info@frevvo.com) or by mail at: frevvo Inc., 500 East Main Street, Branford, CT 06405, USA.