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- (m) “Third Party” means a party which is neither The Company nor the Licensee.
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  - 3. Intuiface Cloud, consisting of the following parts:
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  - iv. Account Management, enabling the purchase and management of Licensee Licensing Plans, and the remote storage of Licensee Assets, should the Licensee elect to use this part of the Software;
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  - 2. Licensee fails to incorporate all Updates to the Software as provided to Licensee by The Company;
  - 3. Licensee or Third Party modifies the Software;
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- (c) The Licensee is in breach of this Agreement.
- (d) The Company shall not be required to perform any Services at Licensee's premises. If Licensee requests on-site services, he/she shall pay The Company at The Company's then current per diem rate plus reasonable travel and lodging expenses and related costs.

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- (a) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OR CORRUPTION OF CONTENT, DATA OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF IT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
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- (c) The Company 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 The Company's reasonable control.

**10. Patent Infringement**

- (a) The Licensee agrees to promptly notify The Company in writing of any action or claim based on the infringement of a patent by the use of the unmodified Software delivered by The Company. The Company agrees that, if notified promptly in writing of any legal action (and/or any demand prior to such action) dealing with the infringement of a patent by the use by the Licensee of the unmodified Software as delivered by The Company, The Company shall defend and pay the resulting costs, damages and interest finally awarded by a court of competent jurisdiction against Licensee as a result of, or for amounts paid by Licensee under a settlement of, a claim against Licensee, on the condition that The Company is given the sole control of the defense and/or all related negotiations with a view to reaching an amicable settlement, and that Licensee cooperates fully to the extent necessary, and executes all documents necessary for the defense of such claim, provided further that any settlement unconditionally releases Licensee of all liability. This §10.a shall survive the termination of this Agreement. The Company shall have no liability to Licensee under this Section: (i) if any infringement is based upon Licensee's use of the Software in combination with any software not furnished by The Company, (ii) if the Software is used in a manner for which it is not designed or permitted, (iii) if Licensee fails to timely implement any Update or modification, or replacement of any Software made available to Licensee by The Company; or (iv) if the infringement is based upon modifications of the Software by party other than The Company.
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- (c) The remedies set forth in this Section 10 shall be Licensee's sole and exclusive remedies in the event of a successful claim of infringement.

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  2. to send data to services that are provided by The Company in the context of Analytics.
- (e) Licensee shall notify The Company immediately of any breach of security or unauthorized use of the Licensee Account. Although The Company will not be liable for Licensee losses caused by unauthorized use of the Licensee Account, the Licensee may be liable for the losses incurred by The Company due to unauthorized use.
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Should Licensee elect to use the Analytics, Headless CMS or Share & Deploy parts of Intuiface Cloud:

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- (b) Licensee represents and warrants that all Licensee Assets that are published to the Intuiface Cloud shall be Licensee's wholly original material (except for material that Licensee is using with the permission of its owner), does not infringe any copyright, trademark or other rights of any Third Party including without limitation any rights of privacy or publicity, does not contain any Harmful Code, and is not forbidden by the laws of the Licensee country of residence. Licensee agrees to indemnify, defend, and hold The Company, its officers, directors, members, managers, employees, affiliates, shareholders, agents, successors, representatives, and assigns harmless from and against any and all liabilities, losses, damages, claims, debts, investigations, fines, penalties, costs, expenses and settlements (including attorneys' fees) arising out of or related to any breach of the foregoing warranty.
- (c) Licensee will not use Intuiface Cloud to collect, manage or process sensitive information, and The Company will have no liability of any kind if Licensee breaches this requirement.
- (d) Licensee shall be solely responsible for keeping a duplicate or backup copy of all Licensee Assets; The Company does not accept any responsibility or liability for the loss of Licensee Asset.
- (e) Licensee grants The Company access to the Licensee Asset's metadata to aid in enhancement of the Software, independent of the Licensee's usage. Licensee grants The Company a limited, royalty-free, non-exclusive right to process the Licensee Assets solely as necessary to provide the Services for Licensee's benefit as provided in this Agreement.
- (f) The Company reserves the right to limit the size of the storage for an Account on Intuiface Cloud if unfair use of this storage is discovered. "Unfair use" includes but is not restricted to excessive storage of content unrelated to the Licensee's business or storage of content deemed excessively large, all in the judgment of The Company.

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- (b) No statements will be attributed to these companies and logos will be immediately removed from circulation upon request.

## 14. Agreement Termination

- (a) The term of the Agreement begins at the Agreement acceptance date and is for an indeterminate period of time. Either Party may terminate this Agreement in the event of a material breach by the other Party by providing notice to the other Party, unless the other Party cures the breach within thirty (30) days from date of the notice of the breach.

- (b) In the event of a termination of the Agreement, the Licensee shall cease all use of the Software and certify to The Company in writing within eight (8) days from the date of termination, that all use of the Software has been ceased, all copies of the Software have been destroyed, and that no copy of the Software has been retained.

#### 15. Legal Government of the Agreement

- (a) This Agreement shall be governed by the laws of France. In the case of any claim, litigation or other dispute regarding the interpretation or the execution of the Agreement, including termination, the Parties agree to attempt to come to an amicable arrangement through a conciliation process. They shall have remedy, in the case where it is necessary, to the arbitration of a mutually acceptable expert appraiser. However, if the disagreement persists, the Parties consent to the jurisdiction of the Tribunal de Commerce de Toulouse, France. This jurisdiction will apply equally to any injunction or incident request or where there is plurality of Requesters or Defenders.
- (b) This Agreement contains the complete agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. All questions concerning this Agreement shall be directed to The Company at <https://support.intuiface.com>.

#### 16. Validity of the Agreement

- (a) The invalidity or ineffectacy of whatever clause of the Agreement shall not affect the validity of efficacy of the other terms of the Agreement.
- (b) In the case where a clause of the Agreement might be declared null and void in part or in whole by any court whatsoever, the Parties agree to come together to substitute a valid clause to the same effect and it shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (c) The omission or the waiving by one or the other of the Parties of the execution of a particular clause or of the exercising of any right whatsoever stemming from this Agreement shall not constitute a precedent, novodamus, or a renunciation relative to the future execution of any clause or the future exercise of any right accorded under the Agreement, or the non-respect of its clauses.
- (d) The terms of the Agreement may not be altered except by annexes duly signed by the Parties.
- (e) Any and all notices shall be in writing (including fax or email) and shall be given to the Party by delivery via a Third Party overnight express mail service, fax or email. Notice shall be deemed effective immediately upon personal delivery or delivery by recognized commercial overnight courier, or upon confirmation of successful transmission, in the case of a fax or e-mail transmission.
- (f) This Agreement, together with all schedules, and exhibits attached hereto, constitutes the sole and entire agreement between Licensee and The Company 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.

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**Schedule A: Maintenance, Support and Update Services**

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- (c) Software Updates: As permanent solutions are developed for known Software issues, The Company may incorporate them from time to time in scheduled Updates. These Updates may also include those enhancements and extensions or other changes to the Software as determined by The Company to be suitable to the uses made of the Software by Licensee. The Company will provide Licensee who benefits from the Services with such Updates as they are released. The Company may develop and provide Updates in its sole discretion, and Licensee agrees that The Company has no obligation to develop any Updates at all or for particular issues. The Company will provide instructions and/or Documentation that The Company considers to be reasonable and necessary to assist in a smooth transition to use a new Update. Updates can be applied to any version of the Software, whether Trial, Commercial or NFR. Maintenance, Support and Update Services do not include any new version or new release of the Software that The Company may issue as a separate or new product, and The Company may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.