



## Terms of Use for the Güntner IOT Platform aicare™ cloud

Güntner GmbH & Co. KG as Licensor (hereinafter referred to as "**Licensor**") grants you, the "**Licensee**", the use of the services and functions on the Güntner IoT Platform aicare™ cloud (hereinafter referred to as "**Web Applications**") in accordance with these End User Terms of Use (hereinafter referred to as "**Terms of Use**").

### § 1 Subject matter and scope of the Terms of Use

1. The subject of these Terms of Use is the granting of rights of use for the Web Applications of the Licensor to the Licensee for Güntner heat exchangers with controllers of the Licensee and the regulation of the use of the functions offered within the framework of the Web Applications. The Web Applications can be used within the operation of the Güntner heat exchanger with controller. A Güntner IoT gateway with a mobile radio connection must be available for this purpose. The data transfer is prepared by Güntner and starts automatically as soon as the Güntner device or gateway is supplied with power. Further technical requirements, the suitable hardware, Güntner IoT gateways and installation instructions can be found in the service description of the Güntner IoT gateway at: <https://quentneriot.blob.core.windows.net/publicdocuments/servicesdescriptionIoTgateway.pdf> (as the same may be updated from time to time in Licensor's sole discretion, "Service Description").

Licensee is required to acquire for itself and use the latest versions of the approved web

browsers as described in the Services Description from time to time (which may include Safari, Chrome, Firefox, Edge).

2. The Web Applications are aimed exclusively for commercial use by entrepreneurs. An "entrepreneur" as used herein is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his employment, commercial, business or professional capacity, not as an individual consumer or for any personal or household use. The Web Applications may thus only be used within the scope of the Licensee's commercial or self-employed activity.

3. The use of the Web Applications is free of charge for the first twelve months after purchase of the hardware. Use of the Web Applications by the Licensee thereafter may only occur the purchase online and the full and complete payment of the then current fee set by the Licensor. The Licensor is entitled to discontinue Web Applications offered free of charge at any time, unless the Licensor has promised the Licensee otherwise in writing. Use of the Web Applications requires registration for the respective Web Application in accordance with Section 6 below and consent to the privacy policy, which can be found at <https://quentner.centersightcloud.com/legal/privacy> (as the same may be amended from time to time by Licensor, the "**Privacy Policy**") and the use of all personal data collected through the Web Applications or under this Agreement in accordance with the Privacy Policy. 4. The Web Applications are offered solely for use remotely in the cloud as a service (as software-as-a-service); no software download is required.

5. The Web Applications are used solely for remote access to evaluate, analyze and display the data provided by Güntner heat exchangers with controllers. Data collected through the Web Applications are operating and process data which are recorded via sensors or components of Güntner heat exchangers with controllers. The Licensee may only use remote access for the functions of the Güntner heat exchanger with controller as defined in the Service Description. This is initially done by general activation of the remote access function at the request of the Licensee, which is granted by the Licensor after verification. If remote access is then to be exercised, this is done by requesting individual access in individual cases. This access is then granted for a specified term. Once individual access has been granted, the Licensee can then activate access to defined functions of the Güntner heat exchanger with controller and carry out interventions accordingly. Details on this are set out in the "aicore™ cloud instructions for use."

6. The data provided in accordance with paragraph 5, sentence 1 is exclusively technical device data, so that no personal data protected under any Applicable Data Protection Law is collected. The data is also stored in the cloud so that the Licensee can access and use the data through the Web Applications. The machine and plant data are the basis of the Web Applications. The Licensee is the owner of all rights to the data. The Licensee grants the Licensor a simple, non-exclusive unrestricted right of use to the data so collected and stored in the cloud for purposes of performance under these Terms of User as well as evaluation, presentation, analysis, product development and creation of statistics, even after termination of the licenses granted hereunder. "**Applicable Data Protection Law**" means, collectively, any applicable data protection, privacy or similar laws applicable to the processing of personal data in the jurisdiction where Web Applications are accessed or used and/or

applicable to the personal data processed in or through the Web Applications, including, without limitation, each comprehensive privacy or data protection law passed by any U.S. federal, state, or local government, which specifically include the California Consumer Privacy Act, as the same was amended from time to time including by the California Privacy Rights Act (the "**CPRA**"), (collectively, the "**CCPA**"), the European Union General Data Protection Regulation, (EU) 2016/679, ("**GDPR**"), and the UK General Data Protection Regulation ("**UK GDPR**").

6. The analysis of data from the Güntner heat exchangers with controllers, some of which is also collected via the Web Applications, increases the sustainability and operational reliability of the overall operational systems and gives the Licensor the opportunity to incorporate the findings from data analyses into product developments.

7. The scope of the Web Applications is included in detail in the Service Description of the IoT platform.

## **§ 2 Requirements for the use of the Web Applications**

1. In order to be able to offer the Web Applications, the Güntner heat exchangers with controllers must be connected to the IoT platform via mobile radio connection in order to provide the corresponding data of the Güntner heat exchangers with controllers on the IoT platform. Each Güntner heat exchanger with controller connected to the IoT platform is represented on the IoT platform as a so-called asset.

2. The Licensor has access to every connected Güntner heat exchanger with controller and the data collected thereby. The Licensee only has access to its own Güntner heat exchangers with controller and can grant access itself, for example for its own end customers or service partners.

3. An initial activation of a user account according to paragraph 7 by the Licensor is necessary for the Licensee to get access to the Web Applications.

### § 3 Updates

1. The Licensor provides the latest version for the Web Applications online. The Licensor may from time to time update the Web Applications in its discretion, e.g. to ensure the security of the Web Applications, to take account of a change of the functions of hardware, to eliminate any errors or to adapt the Applications to progressive technical developments. The updates will be provided automatically without requiring any action on the part of the Licensee.

2. The Licensor may update, change and/or modify the features and functionality of the Web Applications at any time and from time to time. The Licensor also reserves the right to discontinue the Web Applications as well as any individual services or functions of the Web Applications. In addition, the Licensor is entitled to (but not required to) integrate the functions of the Web Applications into other applications (apps) or Web Applications, which may require a communication technology retrofit of the hardware and/or software of the Güntner heat exchangers with controllers which will be provided by Licensor for a fee, which will be set by Licensor in its discretion. The Licensor shall give the Licensee prior notice of such integration into other applications.

3. The Licensee acknowledges and agrees that Licensor will maintain only the current state of the Web Applications and Licensor shall have no obligation whatsoever with regard to any former version of the Web Applications.

4. The Licensee is not entitled to any upgrades to the Web Applications to extend the functions.

### § 4 Granting of rights of use; minimum requirements; configuration by user

1. The Web Applications are protected by copyright and other intellectual property rights. The Web Applications contain components that are licensed as open source software (hereinafter referred to as "**Open Source Components**") and components that may only be used under the license terms in paragraph 4.2 through 4.8 (hereinafter referred to as "**Proprietary Components**"). The Open Source Components are listed in **Appendix 1** with the relevant license terms in each case. Licensee is required to comply with all such Open Source Components. Licensee hereby acknowledges and agrees that it has reviewed and understands the copyright notices, license text, disclaimers, and any other notices as required by the applicable open source licenses in the links provided in **Appendix 1** of these license terms.

2. The Licensor does not grant the Licensee any rights of use to the Proprietary Components beyond the intended use and as part of the Web Applications. The scope of the intended use results from these terms of use and license terms on Appendix 1 between the parties. Any further use, exploitation, modification and reproduction is prohibited. The Licensee must ensure that the Web Applications, including all of its components, which include the Proprietary Components, are protected against misuse and unauthorized use by its users and third parties.

3. Upon the registration of its license, the Licensor grants the registered Licensee the simple right of use to the Proprietary Components and the application(s) on Güntner heat exchangers with controllers supported for this purpose exclusively for use within the scope of the commercial activity of a Licensee or its users/end customers.

4. Licensee may use the Proprietary Components as part of the Web Applications on any end device described in the applicable, current Service Description. For the deployment and use of the Web Applications, the system and software requirements specified by the Licensor in the respective Service Description in the current version must be complied with. You can find them here:

<https://quentneriot.blob.core.windows.net/publicdocuments/serviceDescriptionIoTgateway.pdf>

Software programs as well as services of other manufacturers with which the applications are to interact may only be used after release by the Licensor. In addition, the Web Applications may not be used in connection with systems that control technical processes that may endanger the health or life of people. Licensee is solely responsible for all compliance with system requirements.

5. The complete configuration of the Web Applications shall be carried out by the Licensee on its own responsibility, in accordance with the respective current Service Description or the accompanying materials provided in any other form.

6. The Licensee is not entitled to edit the Web Applications or any Proprietary Components of the Web Applications itself or through third parties or to make any changes or interventions to them. The object and source code remain the sole property of the Licensor. If the Licensee makes changes to the Web Applications, for example by using his own software, the Licensor is entitled to immediately block this account and terminate Licensee's use of the Web Applications and/or any or all Proprietary Components.

7. The right to use Proprietary Components is limited to registered Licensees. The Licensee is not entitled to allow unregistered persons to use the Web Applications. The granting of further rights

of use is the sole responsibility of the Licensor.

8. Licensee shall not remove or alter any copyright notices, trademarks, logos, proprietary notices, or other features identifying the Proprietary Components of the Web Applications and the Licensor. The modification and removal of copyright notices, trademarks, logos, proprietary notices, and other features identifying the Open Source Components shall be governed solely by the applicable Open Source Licenses as set forth in Appendix 1.

9. If required, the Licensor shall provide the Licensee with a modified version of the IoT Platform with the Licensee's logo/brand/mark. In order for the Licensor to provide the Licensee with a modified version of the IoT Platform, the Licensor requires the corresponding rights to the Licensee's content and intellectual property rights. For the purpose of making the IoT platform available in the name of the Licensee, the Licensee therefore hereby grants the Licensor simple rights of use, unlimited in terms of time and space, to all content made available, such as logos, business identifiers and trademarks. This includes, in particular, the right of the Licensor to display and make accessible the respective materials within the scope of the version of the IoT Platform modified for the Licensee.

10. Licensee shall also be entitled to use the Open Source Components to the extent described in paragraphs 4.2 to 4.8. The Licensee may acquire further rights of use to the Open Source Components from the respective rights holders if it concludes license agreements with them under the terms of the respective open source license terms. In this case, the use of the Open Source Components is not covered by these Terms of Use, but is governed solely by the respective open source licenses.

11. The third party licensors of the Open Source Components exclude their liability for the software they provide free of charge

to a very wide extent. The Licensor is obligated to clearly indicate this exclusion of liability at this point. The Licensee can find the respective disclaimers in the license terms in Appendix 1. The disclaimers refer only to the liability of the authors and the contributors of the respective Open Source Components.

The Licensee and all users/end customers shall only look to the licensors and authors of the Open Source Components with regard thereto. All Open Source Components are provided by Licensor "as is where is," and Licensor makes no representations or warranties with regard to any Open Source Components.

12. The Licensee shall comply with all local, state, and federal statutes and laws and all other requirements having force of law applicable at any time which affect in any manner the Licensee's access or use of the Web Applications or the Licensee's performance thereunder. The Licensee shall notify the Licensor at once of any governmental action, prohibition, or limitation which affects in any manner the Licensee's access or use of the Web Applications or the Licensee's performance thereunder.

## **§ 5 Availability**

To be able to use the Web Application, the connectivity of the entire system, Güntner heat exchanger with controller, IoT gateway and IOT Platform must be given. The Licensor guarantees an availability of the Web Applications of 95% on an annual average, excluding all maintenance, failures resulting from any act or omission or Licensee or any of its users/end customers and all force majeure events. The Licensor shall use commercially reasonable efforts to announce maintenance at least seven (7) days in advance (max. 5 hrs./week annual average) and all such maintenance will not be counted for in the availability calculation. The Licensor shall endeavor to perform maintenance during time windows when the Web Applications are infrequently used.

## **§ 6 Installation**

The Web Application may only be accessed by calling up the corresponding Internet page through a web browser. Installation of the software is not required.

## **§ 7 Registration**

1. For the proper use of the Web Applications, the Licensee is obliged to register itself and its employees using the Web Applications and to create a user account for each employee. Here, the correct and complete information about the identity of the licensee, such as company, e-mail address, country and optionally further user data, such as company or customer number, address, telephone and/or fax number must be entered and updated in case of changes. Furthermore, Licensee shall immediately notify Licensor in writing if an employee of Licensee no longer requires the User Account and/or leaves Licensee's company so that Licensor can immediately block the user account of the affected employee of the Licensee. A breach of this obligation entitles the Licensor to exclude the Licensee from using any of the Web Applications.

2. If the Licensee is not the owner of the Güntner heat exchanger with controller, it warrants by registering that it is entitled to operate or access it. In such a case, the Licensee shall indemnify the Licensor against all claims by third parties that are attributable to incorrect operation of the Güntner heat exchanger with controller or to any operation that does not comply with the wishes of the Licensee. The Licensee also assures to operate and access the Güntner heat exchanger with controller in agreement with the entitled party.

3. The Licensor may suspend a User Account if there are indications that the User Account has been used in an unauthorized manner and/or it is

undertaken or attempted to gain unauthorized access to the Web Applications or the underlying systems of the Licensor from the User Account ("**Hacking**"). In such a case, the Licensor shall immediately notify the Licensee concerned via the e-mail address stored in the user account and shall allow the Licensee access again by creating a new user account, unless there are facts which suggest that the Licensee has attempted to gain unauthorized access to the Licensor's systems.

3. The Licensor may terminate these Terms of Use and Licensee's access and use of the Web Applications without notice and delete the User Account if the Licensor's backend is unable to establish a connection to the Licensee's system on a permanent basis (more than 6 months) through no fault of its own and the Licensor has notified the Licensee of this fact by email to the email address provided or in the application without remedial action being taken within a further 4 weeks of this notification. In addition, Licensor may terminate if Licensee violates or breaches any term or provision of these Terms of Use and does not cure the same within 10 days of Licensee's receipt of written notice from Licensor of such violation or breach.

## **§ 8 Warranty**

1. The Web Applications will perform substantially and materially in accordance with the functions described in the currently valid Service Description. The Licensor does not warrant that the functions of the Web Applications meet the Licensee's requirements, unless otherwise contractually agreed.

2. Licensee shall sufficiently describe the defect. If the Web Applications provided by the Licensor do not meet the warranty described in §8.1 above and the faults are reproducible, the Licensor shall, as its sole and exclusive obligation with regard to such breach of warranty, use commercially

reasonable efforts to remedy them within a reasonable period of time by rectifying the function - usually by means of an update - in the respective Web Application, provided that the cost of the rectification is within a reasonable range. If the rectification fails to meet the warranty described in §8.1 above, the Licensee is exclusively entitled to terminate these Terms of Use and immediately discontinue access and use of the Web Applications.

3. Error messages in accordance with the above paragraph must be sent to the Licensor as soon as possible after becoming aware.

4. The Licensee is solely responsible for the regular backup and maintenance of its individual and system-related data. Licensee acknowledges and agrees that appropriate data backup is necessary for a problem analysis and for obtaining the remedies described in paragraph 8.2 above.

5. THE WARRANTIES DESCRIBED IN THESE TERMS OF USE ARE EXCLUSIVE, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE WAIVES, ALL OTHER CONDITIONS, LIABILITIES AND OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL CLAIMS AND REMEDIES OF BUYER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE. THE LICENSOR FURTHER DISCLAIMS, AND LICENSEE FURTHER WAIVES, ALL IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND RECOVERY BASED UPON TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE AND ANY RECOVERY BASED UPON DAMAGED PROPERTY, OR OTHERWISE BASED UPON LOSS OF USE OR PROFIT OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. EXCEPT AS PROVIDED FOR HEREIN AND SPECIFICALLY, THE LICENSOR DOES NOT

ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY DATA OR THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES, INCLUDING, WITHOUT LIMITATION THE OPEN SOURCE COMPONENTS, PROVIDED HEREIN. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LICENSOR DOES NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY AND ALL THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES FORMING A PART OF THE PROPRIETARY COMPONENTS OR WEB APPLICATIONS OR USED IN THE PERFORMANCE OF THE WEB APPLICATIONS.

## **§ 9 Liability**

1. The Web Applications serve as a monitoring and analysis system that can improve the operation of the Güntner heat exchanger with controller and provide possibilities for predictive maintenance and remote monitoring. In addition, the Web Applications enable remote access to defined functions of the Güntner heat exchanger with controller. The Licensee acknowledges and agrees that remote access can at no time replace direct access to the Güntner heat exchanger with controller. It merely creates a supplementary possibility of access to the Güntner heat exchanger with controller.

2. Except as provided in the remainder of this paragraph 9.1, each Party agrees that the other party shall not be liable for any liabilities under these Terms of Use in an aggregate amount in excess of the total fees paid plus those that remain payable by the Licensee to the Licensor for use of the Web Applications during the then current term. The Licensor shall be liable in the event of intentional or grossly negligent breaches of duty or any injury to life, limb or health. In addition, the Licensor shall be liable within the scope of any warranties assumed by it subject to the limited remedies described in paragraph 8 above.

3. IN NO EVENT SHALL EITHER PARTY BE LIABLE

FOR ANY LOSS OF GOODWILL, REVENUES OR PROFITS (WHETHER OR NOT DEEMED TO CONSTITUTE A DIRECT CLAIM), INCLUDING, WITHOUT LIMITATION, LOST SALES, ORDERS, PROFITS OR INCOME, EITHER GROSS OR NET, OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, EXPENSE ARISING, DIRECTLY OR INDIRECTLY, FROM THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR ANY CLAIM BROUGHT WITH REGARD THERETO.

4. Insofar as liability on the part of the Licensor is excluded, waived or otherwise limited in accordance with the above provisions, this shall also apply to the Licensor's vicarious agents and assistants.

5. The Licensor shall not be liable for any damage resulting from any access or use in violation of these Terms of Use, any incorrect settings of the applications for which the Licensor is not responsible, from unauthorized modifications or from the use of terminal equipment that does not meet the system requirements specified in the performance specifications.

6. Events of force majeure (including strikes, lockouts and similar circumstances, insofar as they are unforeseeable, serious and not the fault of the Licensor), which make the performance owed by the Licensor substantially more difficult or impossible, shall entitle the Licensor to postpone the performance of the obligations for the duration of the hindrance and a reasonable start-up period.

7. The Licensor shall not be liable for any other costs arising from the use of the Web Applications. This exclusion of liability shall not apply if the Licensor is guilty of gross negligence or intent.

## **§ 10 Duties of care of the licensee and security**

1. The Licensee shall use the Licensor's services appropriately and shall comply

with all provisions of these Terms of Use and the recognized principles of data security. In particular, the Licensee is obligated not to misuse the Web Applications of the Licensor and to use them exclusively in accordance with the applicable federal, state, local and international laws and regulations, in particular not to violate any rights of third parties, for example personal rights, copyrights, trademark and name rights as well as other industrial property rights of third parties; to post only information or files related to his/her own contractual purposes, not to use passwords/code numbers (PIN) which correspond, for example, to his/her own name or birthday or those of close relatives, or which are used to access other services, to keep passwords/code numbers (PIN) secret and/or to immediately change passwords/code numbers (PIN) or have them changed if it is suspected that unauthorized third parties have gained knowledge thereof, and to check data that the Licensee uploads to the Web Applications beforehand with an up-to-date checking program for viruses, worms, Trojan horses and similar components that impair the integrity of files and/or computer hardware and software, and to upload only files that are free of such components. The Licensor shall, if it discovers such data or components, inform the Licensee thereof without undue delay. If the functionality or integrity of the services of the Licensor or the facilities of third parties is directly endangered by such data or components, the Licensor may (i) suspend or terminate Licensee's access and/or use of the Web Applications and/or (ii) delete such data or components in order to avoid damage, even without prior notification of the Licensee, if the endangerment cannot be eliminated in any other way with reasonable financial and temporal effort.

2. If there are indications of any violation of these Terms of Use, the Licensor is entitled, after weighing the severity of the violation against the interests of the Licensee, (i) to suspend access and/or use

of the Web Applications for the Licensee and/or individual employees until the indications are rebutted or (ii) terminate the Licensee's access and/or use of the Web Applications. The Licensor shall promptly notify the Licensee of any such suspension or termination

## **§ 11 Term of contract and termination**

1. with the term of these Terms of Use shall be a fixed term of 12 months from the registration of the GÜntner IoT Gateway on the IoT platform.

The term does not automatically renew. The parties shall then be free to conclude a new contract under the then applicable terms and conditions for the further use of the Web Applications.

2. The Licensor is entitled to terminate this License Agreement upon delivery of notice to the Licensee for good cause, including any material breach or violation of these Terms of Use, which is not cured within 10 days of Licensee's receipt of notice of such breach or violation, or any infringement of the Licensor's intellectual property rights, including, without limitation, any copyright held by Licensor in the Web Applications. Upon receipt of the notice of termination, all rights of use of the Licensee shall expire, including Licensee's access and use of all Proprietary Components, the Web Applications and all other confidential information of Licensor.

## **§ 12 Data protection**

The privacy policy which can be found here <https://quentner.centersightcloud.com/legal/privacy>, describes which personal data is automatically collected from the users of the Web Applications in the context of the use of the Web Application.

## **§ 13 Amendment of these Terms of Use**

The Terms of Use may be amended or supplemented at Licensor's sole discretion except as provided below. In this case, registered Licensees will be informed in text form (e.g. via the e-mail address maintained by the Licensee) at least six weeks before the change takes effect. The amended or supplemented Terms of Use shall apply unless the Licensee objects prior to the effective date, provided that the Licensor has expressly informed the Licensee of the consequences of its silence when announcing the amendment. If the Licensee objects, the Licensor may terminate this Agreement with a notice period of one month after notification of the objection.

#### **§ 14 Final provisions**

1. If individual provisions of these Terms of Use are or become invalid, they shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. Should a provision of use be or become invalid, this shall not affect the validity of all other provisions of use or agreements.

2. This Agreement and the rights and obligations of the parties hereunder are to be governed by, and construed and interpreted in accordance with the laws of the State of Delaware, USA excluding its conflict of laws provisions.

3. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES FEDERAL COURTS LOCATED IN STATE OF DELAWARE, USA AND THE STATE COURTS OF THE STATE OF DELAWARE, USA AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS.

THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO EACH OF THE OTHER PARTIES AT ITS ADDRESS IS PROVIDED HEREIN, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING.

4. Should the Licensor be required to bring an action to enforce its rights under these Terms of Use - whether in arbitration, mediation or any court—it shall be entitled to an award of its court costs and reasonable attorneys' fees if it prevails on any part of such action.

5. If any of the terms, conditions, or limitations set forth herein or on the face hereof is held in violation of applicable law, the provision shall be interpreted as if such provisions are in full force and effect to the extent legally permitted or, if such provision is prohibited in its entirety, it shall be null and void, and the remaining terms, conditions, and limitations shall remain in full force and effect. The parties agree that any action or claim arising from these Terms of Use or related to, or in connection with, the Web Applications in any way must be commenced within one (1) year of the date upon which given action or claim arose.

Status August 2024