

LICENSE AGREEMENT

GENERAL TERMS

1. DEFINITIONS. Certain capitalized terms will have the meanings set forth below or elsewhere in these General Terms.

1.1 “Confidential Information” means any material or information relating to a Party’s research, development, products, product plans, services, customers or licensees, customer or licensee lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, any information that is marked as “confidential” or “proprietary” or using similar terminology at the time of disclosure, and any information in intangible form (such as orally or visually) that the disclosing Party indicates to be confidential or proprietary at the time of disclosure, any software, and any databases (including any data models, structures, non-licensee specific data and aggregated statistical data contained therein) will constitute Confidential Information. Confidential information of Licensor also includes the terms of this Agreement and any code, applications, scripts, applets, libraries, macros and other components of a Licensed Product.

1.2 “Documentation” means collectively the technical documentation, training materials, support materials, and end-user documentation associated with the Licensed Product(s).

1.3 “Intellectual Property Rights” means common law rights, registration rights, and/or statutory rights in any jurisdiction worldwide for the protection of proprietary and/or exclusivity whether associated with (i) patents and patent applications; (ii) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) (iii) works of authorship, including copyrights, copyright applications, copyright registrations and “moral” rights; (iv) the protection of trade secrets, industrial secrets, and confidential information; (v) industrial designs; (vi) other proprietary rights relating to intangible intellectual property (specifically excluding trademarks, tradenames and service marks for the purposes of the licenses granted hereunder); and (vi) analogous rights to those set forth above, now existing or hereafter created, filed, registered, issued, or acquired.

1.4 “Initial Term” has the meaning set forth in Section 9.1.

1.5 “Licensee” means the customer that has purchased the Licensed Product, as detailed in the Order Summary.

1.5 “License Period” means the term of the license granted to Licensee for the Licensed Product(s) and Documentation, which is comprised of the Initial License Period and each Renewal Term.

1.6 “Licensed Product(s)” means the software products provided by Licensor to Licensee as set forth on the Order Summary and for which all obligations, terms, and conditions under this Agreement are fulfilled by Licensee, including without limitation timely payment of Fees and use only within the scope of the license granted herein, and no breach of this Agreement.

1.7 “Licensed Product Feedback” means all test results, error data, reports or other information or materials made or provided to Licensor by or on behalf of Licensee relating to the Licensed Product(s) or Documentation, and all comments, suggestions, enhancements, and any other forms of feedback that Licensee may provide to Licensor in the course of this Agreement.

1.8 “Licensor” means Collaborative Solutions, LLC, with offices at 300 Frank W Burr Boulevard, Suite 36 6th Floor, Teaneck, New Jersey 07666.

1.9 “Order Summary” means the order summary issued by Workday to confirm purchase of the Licensed Product (“Order Summary”).

1.10 “Renewal Term” has the meaning set forth in Section 9.1.

1.11 “Term” has the meaning set forth in Section 9.1.

1.12 “Update” means a release of the Licensed Product(s) containing substantially only error corrections, or minor new features, functionality or performance enhancements, when and if available, but no later than commercial availability of the Licensed Product(s).

2. LICENSE GRANTS AND RESTRICTIONS

2.1 Technology License. Licensor grants to Licensee during the License Period a non-exclusive, non-transferable, limited license under Licensor’s Intellectual Property Rights to use the Licensed Product(s) and Documentation solely for the Licensee’s internal business purposes. Licensor and Licensee are referred to collectively in this Agreement as the “Parties” and individually as a “Party”. Licensee’s Affiliates are authorized to use the Licensed Product on the same terms and subject to the same conditions and obligations as Licensee, provided that Licensee is legally and financially responsible for all payment and other obligations incurred by its Affiliates under the Agreement and for any breach of the Agreement caused by any of its Affiliates. “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2.2 Restrictions. No right, title or interest in or to license to use any trademark, service mark, logo, trade name, or other trademark of Licensor is granted under this Agreement. Licensee shall not: (i) install or use the Licensed Product(s) for any purpose or business lines not authorized in Section 2.1, (ii) sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Licensed Product(s) or Documentation, (iii) decompile, disassemble, attempt to reverse engineer any portion of the Licensed Product(s), or permit any third parties to do so, (iv) modify or create derivative works of the Licensed Product(s) or Documentation, (v) use the Licensed Product(s) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (vi) intentionally interfere with or disrupt the integrity or performance of the Licensed Product(s), (vii) share product keys, passwords or similar tokens with any third party, or (viii) use or permit the use of the Licensed

Product(s) or Documentation in any manner that violates applicable law. Licensee shall: (i) keep its account information, such as its account username and password, confidential, (ii) notify Licensors immediately of any unauthorized use of any password or account or any other known or suspected breach of security and take all reasonable steps to stop the security breach; (iii) report to Licensors immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of content that is known or suspected; and (iv) not impersonate another user or provide false identity information to gain access to or use the Licensed Product(s). Licensee shall be responsible for the use or misuse of the Licensed Product(s) by its users. Licensee shall ensure that any and all users of the Licensed Product(s) on its behalf comply with all terms and conditions hereof and that otherwise apply to use of the Licensed Product(s).

3. OWNERSHIP AND PROPRIETARY NOTICES

3.1 Ownership of Licensed Product(s). As between Licensors and Licensee, Licensors remains the owner of the Licensed Product(s), the Documentation, and Licensors's associated Intellectual Property Rights, subject only to the limited license to use the Licensed Product(s) and Documentation as specifically granted to Licensee by Licensors herein. Notwithstanding terminology in this Agreement or elsewhere referring to the purchase or sale of the Licensed Product(s), the Licensed Product(s) and Documentation are licensed, not sold, to Licensee.

3.2 Licensed Product Feedback. Without limiting the foregoing, to the extent that Licensee provides Licensed Product Feedback to Licensors, Licensee will be deemed to have granted a non-exclusive, perpetual, assignable, worldwide right and license to use and commercialize such Licensed Product Feedback, including in the Licensed Product(s).

3.3 Proprietary Notices. Licensee will maintain without removal or modification any and all confidentiality, patent, copyright, trademark, and any other proprietary notices on or in the Licensed Product(s) and Documentation.

4. ACCOUNTING

4.1 Fees Payable. Licensee agrees to pay Licensors the Fees set forth on the Built on Workday site. Fees are payable annually at the beginning of each year of the Initial Term or each Renewal Term, as applicable. Except as otherwise provided in this Agreement, all Fees are non-refundable. In the event Licensee requires a Purchase Order, Licensee will provide to Licensors the Purchase Order Number ("PO#") promptly following execution of the Agreement and will send a copy of the PO# to accounts-receivable@collaborativesolutions.com.

4.2 Disputed Charges. If Licensee disputes any amount or item in an invoice in good faith, Licensee will pay the undisputed portion of such invoice when due and payable and may, at its option, withhold the disputed portion pending the resolution of such dispute. If Licensee withholds any amount pursuant to this Section, Licensee will promptly notify Licensors of the basis for such withholding. Upon resolution of the dispute, Licensee will pay Licensors such portion, if any, of the disputed amount agreed or determined to be owing to Licensors.

4.3 Late Charges. Licensors reserves the right to charge, and Licensee agrees to pay, a late charge equal to one and one-half percent (1½%) per month on any amount that is not

the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

4.4 Payment and Taxes.

(a) Payment terms are net thirty (30) days from the date of each invoice and will be made payable to Licensors without any deductions, including deductions for indirect taxes such as sales, use, value added, goods and services tax, import fees, costs, refunds, rebates, or any other charge incurred by Licensee. All Fees exclude any taxes and costs which may be imposed by the appropriate government authorities associated with the purchase and use of the Licensed Product(s) including, but not limited to, excise taxes, sales and use taxes, ad valorem taxes, value added taxes, goods and services taxes, customs, duties, transaction fees, charges, or any other taxes, duties, fees, or costs that may be applicable to the use of Licensed Product(s) either alone or in combination with any other contracted goods or services provided by Licensors to Licensee.

(b) Licensee will be responsible for any taxes and costs which may be imposed by the appropriate government authorities associated with the purchase and use of the Licensed Product(s) including, but not limited to, excise taxes, sales and use taxes, ad valorem taxes, value added taxes, goods and services taxes, customs, duties, transaction fees, charges, or any other taxes, duties, fees, or costs that may be applicable to the use of Licensed Product(s) either alone or in combination with any other contracted goods or services provided by Licensors to Licensee.

5. TECHNOLOGY MAINTENANCE

5.1 Error Corrections. Licensors will use commercially reasonable efforts to adapt or re-program the Licensed Product(s), as applicable.

5.2 Updates. From time-to-time Licensors may, in its discretion, develop Updates. Licensors will, during the License Period, make such Updates available to Licensee, provided that Licensee is current on payment of all Fees due under this Agreement and otherwise in compliance with this Agreement. Any such Updates provided hereunder will be deemed to constitute part of the relevant Licensed Product(s) and will be subject to all the terms and provisions hereof, including, without limitation, terms and provisions related to licenses, usage restrictions and ownership of such Licensed Product(s).

6. TECHNICAL SUPPORT

6.1 Licensors Support Obligations. Subject to Licensee's payment of the Fees and compliance with this Agreement, Licensors agrees to work diligently in a commercially reasonable manner to resolve any issues identified by Licensee related to the Licensed Product(s), in accordance with Licensors's ticketing procedure, as outlined in this Section 6:

i. Licensee will report any problem relating to the Licensed Product(s) with a clear description of the problem.

ii. Licensors will review the problem description and make an initial analysis of the problem: identify the setup and basic configuration information, including isolation of the cause of a repeatable and verifiable problem to the Licensed Product(s). If the Licensed Product(s) does not operate properly after associated products are eliminated as the cause, the basic configuration will be considered to be correct, and if a search of the support database for known

issues has provided no resolution, the Licensee support issue will be assigned to the next step.

iii. Licensors will identify a resolution with detailed descriptions and instructions which the Licensee can follow until the issue can be solved. In the case of an urgent issue, Licensee will allow Licensors to provide temporary fixes or patches directly applied in the Licensee's system.

iv. Licensors will keep Licensee updated on the progress and estimation of the timeline of the resolution.

v. Licensee agrees that the support is provided remotely and will provide necessary remote system access specified in the Licensee Support Obligations Section 6.2 below.

vi. If Licensee requests on-site support, Licensee will bear the travel expenses of Licensors's consultants in compliance with Licensee's general travel policy and will pay Licensors for work performed by Licensors on a per-hour basis at Licensors's standard hourly rates then in effect.

6.2 Licensee Support Obligations. Licensee will provide sufficient description of any problems with the following information:

i. The detailed steps and instructions to reproduce the issue.

ii. Severity of the issue and influence to the business.

iii. Information and/or access to Licensee resources as Licensors may reasonably require in order to provide the Licensed Product(s) under this Agreement, and the assistance of Licensee personnel who possess information required by Licensors for purposes of performing its obligations hereunder. Licensors will be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Licensee's failure to perform its obligations herein.

iv. Licensee will provide persons to be contacted and contact information and ensure that the contact persons are accessible by the Licensors.

v. Licensee will have all necessary license for any underlying and dependent products from Workday or other third parties.

vii. For Licensed Product(s) that require third-party software, Licensors will only support such Licensed Product(s) that communicate with approved versions of the third-party software, and Licensors will have the option, at Licensors's discretion, to modify the list of approved versions of the third-party software.

7. TECHNICAL ASSISTANCE LIMITATIONS

7.1 Eligible Recipients. Licensors will have no obligation to provide technical support, by any means, to any entity or individual other than Licensee.

7.2 Technical Support Exemptions. Unless otherwise agreed by the Parties, Licensors will have no obligation to provide technical support resulting from (a) use of the Licensed Product(s) other than according to the Documentation; (b) modification of the Licensed Product(s) by Licensee or any third party, except as expressly permitted in writing by Licensors; (c) failure to meet the Licensee support obligations as set forth in Section 6.2; or (d) Licensed Product(s) that communicate with non-approved versions of third-party software.

8. END OF LIFE OF THE PRODUCT

8.1 End of Life. If Licensors desires to discontinue or deprovision any version of the Licensed Product(s), it will

use all reasonable efforts to notify Licensee prior to such end of life or deprovision. Licensors will provide product support for each version of the Licensed Product(s) until its end of life.

9. TERM AND TERMINATION

9.1 Term. The initial term of this Agreement will commence on the date of purchase set forth in the Order Summary ("**Effective Date**") and will continue for a period of twelve (12) months, unless terminated earlier in accordance with this Agreement ("**Initial Term**"). Thereafter, this Agreement will automatically renew for successive twelve (12) month periods (each, a "**Renewal Term**," and the Initial Term together with all Renewal Terms, the "**Term**"), unless either Party gives written notice of nonrenewal to the other Party at least sixty (60) days before the end of the then-current term or terminated earlier in accordance with this Agreement.

9.2 Termination for Breach. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party in the event of a material breach by the other Party, provided the other Party has not cured the breach within such notice period. By way of example, the nonpayment of undisputed Fees when due, a breach of the license granted under this Agreement, or a breach of confidentiality relating to a Licensed Product would constitute a material breach.

9.3 Access to Licensed Product. Access to the Licensed Product may be terminated if Licensee does not subscribe to a required Workday product. Licensors will use reasonable efforts to provide advance notice to Licensee of termination of access to the Licensed Product. Licensee will remain liable for payment of all remaining amounts pursuant to Section 9.4 below.

9.4 Effect of Termination. Neither Party will be liable for any damages arising out of termination of this Agreement, provided that such termination will not affect any right to recover damages sustained by reason of material breach, or any payments which may be owing in respect of this Agreement. Within 30 days after the effective date of termination, Licensee will pay all remaining amounts, if any, payable under this Agreement for the remainder of the License Period (including the amounts that would have been payable without such termination). Upon termination of this Agreement, if a Licensed Product (or portion thereof) is a third-party product that Licensors has procured to sublicense to Licensee under this Agreement, then upon Licensee's request, Licensors will cooperate with Licensee and the product's supplier to help Licensee obtain its own license from the supplier.

9.5 Survival. Sections 1 ("Definitions"), 2 ("License Grants and Restrictions"), 3 ("Ownership and Proprietary Notices"), 9 ("Term and Termination"), 10 ("Warranty & Disclaimer"), 11 ("Indemnification"), 12 ("Limitation of Liability") and 13 ("Miscellaneous"), of this Agreement, as well as Licensee's obligations to pay any amounts due and outstanding hereunder, will survive any termination of this Agreement.

10. WARRANTY & DISCLAIMER

10.1 Warranty. Licensors warrants that, to its actual knowledge at the time of delivery, the Licensed Product does not contain any virus or other malicious code that would cause it to become inoperable or otherwise incapable of use in accordance with the Documentation. If the Licensed Product(s) fails to comply with the warranty in this Section

10.1, Licensors shall at its option, either: (i) repair or replace the Licensed Product; or (ii) refund the portion of the Fees prepaid by Licensee for the remainder of the License Period, subject to Licensee's written agreement with Licensors to terminate this Agreement and Licensee ceasing use of and returning to Licensors all copies of the Licensed Product(s) as of the effective date of such termination.

10.2 Disclaimer. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, SATISFACTORY QUALITY, ANY WARRANTIES OF DESIGN, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, ENSURING LICENSEE'S COMPLIANCE WITH ANY LAWS OR REGULATIONS, LOST OR CORRUPTED DATA, TITLE, OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. FURTHERMORE, NO WARRANTY IS MADE BY LICENSOR ON THE BASIS OF TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT LICENSOR DOES NOT WARRANT THAT THE LICENSED APPLICATION, OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT ALL ERRORS WILL BE CORRECTED.

10.3 Third-Party Software. Certain Licensed Product(s) (or portions thereof) may be provided by Licensors to Licensee under authorized sublicense(s) from third-party suppliers. For other third-party software obtained by Licensee, including, without limitation, Workday, Inc. products or services, Licensee represents and warrants it is solely responsible for obtaining its own licenses and permissions.

10.4 Built on Workday Terms. Licensee will be required to accept the [Built on Workday Terms](#), which will be provided by Workday to Licensee prior to downloading and using the Licensed Products. Licensee agrees that it has the authority to agree to the [Built on Workday Terms](#) from Workday notwithstanding anything in Licensee's agreement with Workday.

11. INDEMNIFICATION

11.1 Obligation to Indemnify. Except as set forth in Sections 11 and 12, Licensors will indemnify, defend or settle, at Licensors' option and expense, any claim made or action brought against Licensee to the extent that it is based on a claim that the Licensed Product(s) infringe any third-party Intellectual Property Rights, including any settlements, costs, damages and fees reasonably incurred by Licensee in such action which are attributable to such claim provided that Licensee (i) promptly provides to Licensors prompt written notice of the claim; (ii) grants Licensors sole authority to defend, compromise or settle the claim; and (iii) provides to Licensors, at Licensors' expense, all reasonably available information, assistance and authority. Notwithstanding the foregoing, Licensors will not settle any third-party claim against Licensee unless such settlement completely and forever releases Licensee with respect thereto or unless Licensee provides its prior written consent to such settlement. In any action for which Licensors provides

defense on behalf of Licensee, Licensee may participate in such defense at its own expense by counsel of its choice.

11.2 Exceptions. Licensors will have no obligation to defend or indemnify Licensee for any claim based on (i) the use, other than the then supported release, of the Licensed Product(s) from Licensors, or (ii) any modifications made to the Licensed Product(s) by any parties other than Licensors, or (iii) use of the Licensed Product(s) in combination with products or services not provided by Licensors.

11.3 Remedies. Should the Licensed Product(s) become, or in Licensors' opinion be likely to become, the subject of a claim of infringement of any Intellectual Property Rights, Licensors may, at its sole expense, either (i) procure for Licensee the right to continue to use the Licensed Product(s), or (ii) replace or modify the Licensed Product(s) to make it non-infringing, provided that the substantially same functions are performed by the replaced or modified Licensed Product(s). If neither of the foregoing is available on commercially reasonable terms in Licensors' opinion, then Licensors will have the right at Licensors' sole discretion to terminate this Agreement. The remedies set forth in this Section 11.3 and Licensors' obligations in Section 11.1 (Obligation to Indemnify) will be Licensee's sole and exclusive remedy, and Licensors' sole and exclusive obligations and liability, in connection with any actual or alleged intellectual property infringement with respect to the Licensed Product(s).

12. LIMITATION OF LIABILITY

12.1 Limitations. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING LICENSOR'S INDEMNIFICATION OBLIGATIONS) EXCEED THE TOTAL AMOUNT OF FEES PAID BY LICENSEE HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENTS GIVING RISE TO SUCH LIABILITY. FURTHER, IN NO EVENT WILL LICENSOR HAVE ANY LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, OR FOR ANY LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE (REGARDLESS OF THE NATURE OF SUCH DAMAGES), ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

13. MISCELLANEOUS

13.1 Force Majeure. A Party is not liable under this Agreement for non-performance caused by events or conditions beyond that Party's control, if the Party makes reasonable efforts to perform.

13.2 Severability. In the event that any part of this Agreement is found to be unenforceable, the remainder will continue in effect, to the extent permissible by law and consistent with the intent of the Parties.

13.3 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship. Neither Party may bind

the other Party by contract or otherwise to any obligation or act in a manner which expresses or implies a relationship other than that of independent contractor.

13.4 Governing Law. This Agreement will be governed by the laws of the State of New York, without reference to its conflict of laws principles.

13.5 Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement, including the breach, termination, enforcement, interpretation or validity of this Agreement (“Dispute”), will be resolved by final and binding arbitration in New York, New York before one arbitrator. The language of the arbitration will be English. The arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on any award or order rendered in the arbitration may be entered in any court of competent jurisdiction. Each Party will treat as Confidential Information the existence of the Dispute, any awards in the arbitration, and all materials created by or for the other Party for the purpose of the arbitration and all other nonpublic documents produced by or for another party in the proceedings. All informal and formal negotiations between the Parties regarding a Dispute shall be treated as compromise and settlement negotiations under applicable rules of evidence and no written or oral statements of position or offers of settlement made during the informal or formal dispute resolution procedures shall be offered into evidence for any purpose, or constitute an admission or waiver of rights by either Party. However, nothing in this Agreement will prevent either Party from seeking provisional measures from any court of competent jurisdiction, and any request will not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The Parties waive any requirements for security for obtaining any provisional relief.

13.6 Notices. All notices required hereunder must be in writing to legal@collaborativesolutions.com (if to Licensor) or the email address provided at the time of purchase (if to Licensee), or addressed to such other address as that Party may have designated by written notice in accordance with this provision. A notice by email will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery to the recipient's email address has been completed.

13.7 No Exclusive Remedy. Unless specifically designated, nothing in this Agreement will be construed as an exclusive remedy.

13.8 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one agreement.

13.9 Construction. This Agreement has been negotiated by the Parties and their respective counsel. This Agreement will be interpreted without any strict construction in favor of or against either Party. The original of this Agreement has been written in English, and such version will be the governing version of this Agreement.

13.10 Amendment and Waiver. Unless otherwise provided herein, this Agreement may not be modified unless in writing and signed by an authorized representative of each Party. Any express waiver or failure to exercise promptly any right

under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

13.11 Assignment. Neither Party may assign this Agreement, including by operation of law, without the prior written consent of the other Party, except to an entity that acquires all or substantially all of the assets or business of such Party to which this Agreement relates. Any attempted assignment in violation of the foregoing will be void and have no effect.

13.12 No Rights in Third Parties. This Agreement is made for the benefit of the Parties and not for the benefit of any third party.

13.13 Entire Agreement. This Agreement constitutes the Parties' entire agreement with respect to its subject matter, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

13.14 Compliance. Each Party shall comply with all applicable current sanctions administered by HM Treasury, US Department of Treasury, the European Union, the United Nations and any similar sanctions imposed by any other equivalent body (governmental or otherwise) law or regulations (“Sanctions Laws”). Sanctions Laws include those imposing restrictions on Belarus, Cuba, Iran, North Korea, Russia, and Syria, as well as the Russian proxy authorities in occupied territories of Donetsk, Luhansk, Kherson, and Zaporizhzhia and Crimea regions of Ukraine (“Embargoed and Restricted Countries”). Each party shall comply with applicable United Kingdom, United States, European Union and its Member States, and foreign export control laws and regulations (“Export Control Laws”). Licensee acknowledges that the Services and Software provided may be subject to the U.S. Export Administration Regulations (the “EAR”) and that Licensee shall comply with the EAR. Without limiting the foregoing, Licensee represents and warrants that: (i) Licensee is not located in, and shall not use the Services or Software from, any country or territory that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Embargoed and Restricted Countries) without prior authorization under the EAR; and (ii) Licensee shall not transfer, retransfer or reexport Services or Software to any of the Embargoed and Restricted Countries without prior authorization under the EAR. Licensee agrees to notify Licensor of any software, technology, technical data or information to which Licensor will have access as a result of the Services that are subject to control under applicable export regulations under any classification other than 5D992 or EAR99 (or its non-U.S. equivalent) and, in such event, will (i) identify to Licensor the applicable regulations (e.g. EAR or EU Dual-Use Council Regulations) and classifications (e.g. ECCN or export control classification) and (ii) follow such guidelines as Licensor may communicate to Licensee that reasonably are required to avoid violations. Either Party may suspend or terminate the provision of any Services without liability for breach if, at any time, it reasonably believes that such Services may violate applicable Sanctions or Export Control Laws, provided that if violation can be prevented through the acquisition of necessary licenses or authorizations or mutually acceptable modifications to the Services, the Parties agree to cooperate in good faith to obtain such licenses or authorizations or to make such modifications.